

The Co-operative Group Retail Management Agreement 2020 (Team Manager and Store Manager)

1. Introduction

This agreement is made between Co-operative Group Limited (Co-op) and USDAW and is effective from 1st April 2020. The agreement is reviewed annually on 1st April.

a) Scope

This agreement covers all store based retail management colleagues employed by the Co-op, which includes Store Managers, Team Managers and Post Office Managers (including Post Office Satellite managers).

These terms are automatically incorporated into the contracts of employment of all such retail colleagues, except where stated otherwise.

The Co-op recognises USDAW as the sole representative and negotiating body for colleagues covered by this agreement in accordance with a separate recognition agreement.

Colleagues are also covered by a number of policies, some of which may be referred to in this agreement. The Co-op consults its trade unions about these policies, but they aren't contractual unless expressly stated.

USDAW and Co-op agree that this agreement is not legally binding between the parties. USDAW is entering into this agreement on behalf of its members. Each party agrees to take all practical steps to ensure its application.

This agreement will supersede and take precedence over any earlier applicable Collective or Local Agreement.

b) Termination of Agreement

The Co-op or USDAW can terminate this agreement by giving three months written notice.

2. Salary Bands

The following salary bands will apply to all Store, Team and Post Office Managers based in Food retail stores with effect from 1st April 2020.

Establishment guides will be reviewed twice a year and published in January and July.

There will be no automatic review of salaries or salary bands following the publishing of the new guides. However, salary changes made during the year as a result of store or role moves should be based on the latest available establishment guide.

Salary bands will be reviewed once a year as part of the January review of establishment guides. The Annual Salary Review in April will be based on the January guide.

Store Manager Salary Bands

Band	Establishment Guide	Band Minimum	Benchmark Salary	Band Maximum
Salary Band 1	Up to 273.99	£24,300	£30,000	£36,000
Salary Band 2	274 to 463.99	£28,200	£35,000	£42,000
Salary Band 3	464 +	£33,300	£41,500	£49,800

Team Manager Salary Bands

Band	Establishment Guide	Band Minimum	Benchmark Salary	Band Maximum
Salary Band 1	Up to 273.99	£20,400	£21,300	£25,300
Salary Band 2	274 to 463.99	£20,600	£23,300	£27,700
Salary Band 3	464 +	£20,900	£24,300	£29,000

Post Office Managers Salary Band*

Band	Band Minimum	Benchmark Salary	Band Maximum
Salary Band 1	£20,400	£21,300	£25,300

* Apart from Post Office Satellite Managers who are aligned to Team Manager Salary Band 3.

When the annual salary reviews take place, any colleagues that fall below the band minimum will be brought up to at least the band minimum.

Any colleagues with a salary above the band maximum will not receive a salary increase as part of an annual review.

3. Working Hours

The standard full time hours for colleagues covered by this agreement are 39 hours per week.

4. Premium Payments

All premium rates are calculated using a colleague's basic hourly rate.

Premium payments shall not be compounded. Where more than one premium may apply, only the higher premium shall apply.

Overtime

Colleagues covered by this agreement are paid an annual salary that is inclusive of any overtime.

Colleagues may be scheduled to work up to 45 hours per week depending on the needs of the business.

Part time colleagues will be paid at their standard hourly rate for any hours worked up to a maximum of 39 hours per week.

Bank Holiday Premium Payments

The premium rate for Christmas Day, Boxing Day or New Year's Day is to be paid at time-and-a-half for any hours worked on these days.

This rate will also be paid for hours worked after 6pm on Christmas Eve and New Year's Eve.

Call Out Payment

Colleagues required to attend premises out of hours shall receive a minimum payment of £20 for the first hour and a further £10 for each subsequent hour up to a maximum of £60 per call-out.

5. Sick Pay

Co-op sick pay is paid to colleagues who are absent from work due to sickness or injury, subject to the provisions of the Co-op Absence Policy.

To be eligible for this entitlement, colleagues need to follow the absence reporting process in the Co-op Absence Policy. The policy also covers circumstances in which Co-op sick pay may not be paid.

Co-op Sick Pay is intended to complement Statutory Sick Pay (SSP). For colleagues who qualify for SSP, Co-op sick pay is paid in addition to SSP up to their Basic Salary. In these circumstances, Co-op sick pay entitlement is the difference between SSP and the colleague's Basic Salary.

Colleagues covered by this agreement will receive Co-op sick pay from the first day of absence.

Co-op sick pay entitlement is paid at Basic Salary and is based on length of service, as shown in the following table;

Service	Entitlement (weeks pay)
Less than 1 year	0
1 year but less than 2 years	1
2 years but less than 3 years	2
3 years but less than 4 years	4
4 years but less than 5 years	6
5 years but less than 6 years	9
6 years but less than 7 years	13
7 years but less than 8 years	18
8 years but less than 9 years	22
9 years but less than 10 years	26
10 years or more	30

The entitlement applies to any rolling 12 month period.

Individual entitlement is increased on the anniversary of a colleague's start date. If, however, a colleague is absent due to sickness on the anniversary, the new entitlement will not apply until the first day of return to work.

When Co-op sick pay and statutory sick pay is exhausted, the Co-op will send a changeover form to colleagues so that they can claim incapacity benefit.

Compulsory Absence

Where a colleague is compelled by a medical authority to be absent from work following contact with a notifiable disease, this will be classed as special leave with pay, rather than sickness absence. If any benefits are paid under any statutory or local authority regulations, the Co-op shall pay the amount necessary to make up the normal wage.

Freedom from Fear

Where a colleague is absent from work as a result of a physical or psychological injury sustained due to conflict with or abuse from a member of the public, and where the Co-op considers the incident to be sufficiently serious to warrant a period of absence, the Co-op will recognise the severity of the situation and allow a period of paid leave of absence without such absence being taken into account for the purposes of calculating future entitlement to sick pay.

6. Holidays

a) Holiday Entitlement

The holiday year runs from 1 April to 31 March.

The annual holiday entitlement for full-time colleagues is set out in the table below. Holiday entitlement for part-time colleagues is calculated on a pro rata basis, based on their basic contractual hours as a percentage of the full time equivalent.

Service*	Entitlement (days)
Less than 5 years	36
5 years but less than 15 years	38
15 years or more	39

*Length of service is based on full years worked at the start of the holiday year. Holiday entitlement is therefore increased from 1st April once a work anniversary has passed, rather than on the day of the work anniversary.

The holiday entitlement incorporates 8 bank/public holidays and one additional floating day.

Holiday entitlement for colleagues joining or leaving the Co-op's employment during the holiday year will be calculated on a pro rata basis. Holiday is accrued on the basis of completed days of service.

All requests for holidays should be made in advance and approved by the colleague's line manager before being taken.

Colleagues may be scheduled to work on any day, including bank/public holidays.

Colleagues may be required to take annual leave on days where their workplace is closed, particularly bank/public holidays.

Carry over of holidays is permitted in exceptional circumstances only and with prior agreement. A colleague must have taken their statutory minimum holiday entitlement of 28 days' leave (which may include time off for bank holidays).

b) Holiday Pay

Effective from 6th April 2020, holiday pay is calculated on the basis of a colleague's average earnings over the rolling previous 52 weeks or their Basic Salary, whichever the higher.

If a colleague has less than 52 weeks service, holiday pay will be calculated on the basis of a colleague's average earnings over the total number of weeks during which they have been employed with Co-op, or their Basic Salary, whichever the higher.

When colleagues leave the Co-op, they're entitled to receive payment for any accrued but untaken holidays. This is calculated by taking the amount of holiday accrued since the previous 1st April and deducting any holidays already taken.

If a colleague has taken more holidays than they have accrued at the point they leave the Co-op, then the Co-op will deduct the salary equivalent (calculated as above) for the overtaken holidays from the colleagues' final pay.

Please see appendix A which sets out the pay elements which are currently included in the holiday pay calculation referred to above. Please note that these elements may be reviewed from time to time, to ensure that we are complying fully with our legal and contractual obligations.

7. Death Benefit Scheme

The Co-op provides a Death Benefit Scheme for colleagues. Colleagues become eligible from the date that their employment commences.

A sum equal to one year's wages (subject to a minimum of £5000) will be paid to the beneficiary of a colleague who dies in service.

Payment of the benefit is at the absolute discretion of the Scheme Trustees in accordance with the Scheme Rules.

8. Dental and Medical Appointments

The Co-op provides a specific policy in relation to time off work for dental or medical appointments. Ideally most appointments will be arranged outside of colleagues working hours. The policy does however recognise that colleagues will have little control over the times of hospital appointments, so these will be paid if they fall within a colleague's normal working hours. Usdaw will be consulted about any changes to this policy.

9. Compassionate Leave

The Co-op wants to support colleagues when someone close to them dies or is seriously ill. A Compassionate Leave policy is provided which offers above the statutory leave provision. The aim of the policy is not to be overly prescriptive and due consideration will be given to the particular circumstances. Usdaw will be consulted about any changes to this policy.

10. Emergency Leave

The Co-op recognises that colleagues may occasionally have to deal with unexpected emergencies at home and provides a specific policy.

The Co-op will consider the options available to ensure that colleagues can be provided with a reasonable amount of time off to deal with an emergency situation. Although emergency leave is normally unpaid, options will be explored to ensure that wherever possible pay is unaffected.

Usdaw will be consulted about any changes to this policy.

The provisions referred to at points 8, 9 and 10 are additional benefits/leave entitlements which are currently offered but are not contractual and may be withdrawn or varied from time to time.

Signed for and on behalf of:

The Co-operative Group Limited

USDAW

Date

Appendix A: Pay elements included in holiday pay calculation (as at April 2020)

- Basic Pay
- All overtime premiums
- All shift premiums, including night shift allowance, premium hours payments, weekend working allowances and unsociable hours premiums
- Sickness payments
- Call out payments
- Standby payments
- Commission payments
- First Aid payments
- Non-consolidated ASR payments
- Location payments

Appendix B: Location Allowance for Store Managers and Team Manager Colleagues in stores

John Gorle
National Officer, Usdaw

16th April 2020

Dear John,

Location Allowance for Store Managers and Team Manager Colleagues in stores

I am writing as discussed to confirm the updated arrangements which we have in place for paying a Location Allowance for colleagues in Store and Team manager roles in stores in London boroughs.

As you are aware, Store and Team Managers who work in a designated store within a London Borough, are with effect from 12th April 2020 entitled to an additional location payment of £1825.20 per annum.

This will be reviewed by the Co-op from time to time, taking into account changes in the external market and the affordability of any potential increase. This payment is not contractual and does not form part of our collective agreements and therefore is not subject to our collective bargaining processes nor to any increase agreed as part of the Annual Salary Review process.

However, we will consult with Usdaw about any proposed changes to this allowance and will of course take account of any representations which are made by yourselves in relation to it.

I trust this clarifies this point. As agreed, this updated letter will be appended to the Co-op Group Retail Agreement for ease of reference only; it does not form part of the collective agreement itself and is not therefore incorporated into colleague contracts of employment.

I would be grateful if you could sign the copy enclosed of this letter and I will arrange for it to be appended to the agreement.

Yours sincerely

Amanda Ashworth
ER Manager, Co-operative Group

Signed on behalf of Usdaw

Date
