

V. 4.0

DRAFT (May 2006)

**The Co-operative Group Retail Distribution
National Agreement for Team Leaders and
Management Support Roles**

Agreement Between:-

The Co-operative Group Retail Logistics (formerly ACC Distribution)

And

The Union of Shop, Distributive and Allied Workers

**Issued By: The Human Resources Department
tCG Retail Distribution
(Amended 1st May 2006)**

1. Scope of Agreement

The Agreement relates to the wage rates and terms and conditions of employment and covers the following category of workers: -

Distribution Centre Team Leaders (Warehouse, Transport, Inventory & Systems)
Facilities Controllers
Trainers
Driver Assessors

The above will only carry out the designated duties as per the job profiles outlined. (**Appendix 2**).

The terms and conditions are operable at the following distribution units:-

RDC

West Thurrock

2. Remuneration

All of the remuneration rates are outlined in **Appendix 1**.

These salary rates are applicable from the date of this agreement and will run through to Feb 1st 2007.

Salaries are inclusive of:

- Basic pay
- Overtime rates
- Shift Allowances
- Bank Holidays

Salaries will be paid in equal installments 13 four weekly periods.

3. Hours of Work

The Society will require employees covered by the agreement to work according to a rota based on 40 hours per week and are not inclusive of one half hour un-paid break per day.

These hours can be worked on any days of the week according to the rota agreed for the specific unit and shift and will operate in accordance with the following principles: -

- The working day will either commence at 08.30 and finish at 16.30 or may be allocated according to the three agreed bands, one for each shift. 06.00 – 14.00. 14.00 – 22.00. 22.00 – 06.00. In order to fulfill the 40 hour contractual requirement, employees will be requested to start or finish 30

minutes either side of the agreed band and this arrangement is determined by the line manager in conjunction with the needs of the business. The appropriate remuneration as outlined in **Appendix 1** of this agreement is applicable for shift working. Start and finish times are agreed with the appropriate manager at the point employment commences and may vary up to two hours either side according to the needs of the business. Occasional cover may be required on any shift according to the exigencies of the business..

- Hours of work outside of an individuals normal designated start and finish time may on occasion be required according to the exigencies of the business and where appropriate, shift premiums will be paid in addition to salary according to the hours worked within the following time bands: -

14:00 to 22:30: -	15%
22:00 to 06:30: -	25%

A full 6 hours will need to be worked within the designated time frame in order for shift premiums to apply and will only be paid for the relevant hours.

Shift allowance application by start/finish time is detailed in **Appendix 1** of this agreement.

Shifts being worked as overtime do not attract a shift premium.

Where shift working outside of the normal start and finish times is required, a minimum of 3 days notice will be provided.

- All Team Leaders under this agreement may be asked to work on any day of the week including Saturdays and Sundays.
- The minimum working day will be 8 hours, not including one ½ hour unpaid break.
- The working week will run from Sunday to Saturday.
- Rotas will be subject to change due to changing conditions and changing business needs. Where changes to rotas need to take place, no less than 5 working days notice will be given in respect of major planned changes. A minimum 24 hours notice will be given for minor and/or temporary changes.
- Workers under this agreement will be placed on a rota providing 5 days work over 7. The contractual hours will not exceed 40 hours per week although workers under this agreement are eligible to work overtime. The determination of whether overtime is required and agreed is at the sole discretion of the relevant member of the senior leadership team and will only be paid for additional shifts e.g. where scheduled Rest Days are worked. Overtime will not be payable where sickness absence occurs in

the same contractual week. The appropriate rate is provided in **Appendix 1** of this agreement.

- From time to time, the Distribution Centre may have to respond to certain challenges that may affect the operation's ability to service the retail customer e.g. sickness, absence, electricity failure, weather, supplier issues, seasonal volumes etc. In response to the potential risks that may affect continuity of the business, the Society have allocated an extra 8 additional shifts per annum (beyond the nominal contractual hours) to be worked which will be paid at the appropriate rate in addition to salary. Payment for these additional shifts will not be incorporated into the overall salary however it will be a contractual requirement to work these shifts if necessary and in line with the exigencies of the business. In the event of these shifts being called upon, management will provide as much notice as is reasonably practicable up to a minimum of 7 days.

4. Statutory & Customary Holidays

All employees covered by this Agreement will be eligible to not less than eight statutory or customary holidays. Seven of the statutory/customary holidays will be incorporated into the annual holiday entitlement.

Employees can be asked to work up to seven customary or statutory holidays within any one calendar year. Christmas Day will only be worked by those covered by this agreement on a voluntary basis but if worked will count as one of the seven. Each of the seven Bank Holidays is compensated by a double time payment that has been incorporated into the salary.

In the event of a bank holiday being a scheduled working day and there being no requirement for an individual to work, that day will be banked and worked at a later juncture in agreement with operational management.

In the event of any employee voluntarily working more than seven Bank Holidays they will be compensated by an additional 3 lieu days.

5. Annual Holidays

A normal holiday week will be deemed to be 40 hours. Any holiday period will be deductible from the total entitlement at the minimum number of hours for the rota for that day (e.g. 8 hours). Reserve hours cannot be taken as part of the holiday entitlement.

All employees covered by this Agreement are entitled to:

224 hours (28 days) holiday per annum (pro rata in the first holiday year)
240 hours (30 days) after 2 years' service

256 hours (32 days) after 5 years' service
272 hours (34 days) after 15 years service

The above holiday entitlements are inclusive of the seven customary/statutory days.

In all cases holiday entitlements will run from 1 April to the 31 March. Holiday entitlement is to be taken in the period 1st April in each year to 31st March in the following year.

All holidays must normally be taken within the appropriate holiday year and cannot be carried forward from one year to the next. However, and only in exceptional circumstances, the Distribution General Manager may authorise holidays to be carried forward.

If an employee fails to book holidays when requested to do so the holidays may be allocated by the manager in order to avoid holiday "congestion" or the employee losing the holiday entitlement.

Holidays must be taken in accordance with the following table: -

	% of entitlement
April	
May	
June	} 50
July	
August	
September	
October	
November	} 25
December	
January	
February	} 25
March	

An employee resigning from the Society, or whose services are terminated, is eligible to receive payment of wages in lieu of holidays accrued. The Society reserves the right to make the appropriate deductions for any overpayment of holidays taken in advance of accrued entitlement.

Holiday Pay is calculated using the Average P60 earnings or is based on the normal contractual earnings, whichever is the greater.

Holidays will not be allocated but will be offered to Staff on a 'first come first served' basis with maximum quotas set for each holiday week relevant to each Depot and shift. As the holiday year runs from the 1st

April until the 31st March the weekly quotas will be published at the beginning of February for the following year's holiday entitlements.

Holidays cannot be taken during the three week leading up to Christmas or the two weeks leading up to Easter however requests may be considered at the discretion of the Distribution General Manager in consideration of extenuating circumstances.

6. Sickness Scheme

All Employees under this agreement are entitled to Sick Pay in accordance with the agreement with the exception of absence caused by or through the following circumstances: -

1. Deliberately self inflicted injury or illness.
2. Participation in war, riot or civil commotion
3. Participation in a strike or other industrial action whether official or unofficial
4. Participation in professional / extreme sports or games
5. Any gainful occupation outside normal working hours
6. Incapacity during holiday periods for which the employee received holiday pay. *

*Note an Employee can only be in receipt of EITHER holiday pay or sick pay, but not both at the same time.

Any employee incapable of working due to sickness or accident must notify his/her supervisor or arrange for his/her supervisor to be notified on the first day of absence from work prior to their normal work starting time. Unless there are exceptional circumstances failure to do so may lead to the non-receipt of pay for that day.

In the case of absences of seven calendar days duration or less the employee is required to complete a simple form of self-certification on return to work. This certificate forms part of the Unit sickness and absence record.

In the case of absences of more than seven days duration to qualify for payment the employee must be under the care of a doctor. No payment of benefit will be made unless this absence is covered by medical certificates. Certificates must be submitted for the eighth day of the incapacity and throughout the duration of the absence.

The Society may require an employee claiming sick pay to undergo medical examinations by a doctor nominated by the Society, but in this event the fee for such examination will be paid by the Society.

Employees unable to work because of any incapacity covered by this scheme shall receive from the Society by way of sick pay their Average Earnings as determined by the annual P60 figure or their contractual pay if the P60 figure is not available. Odd days of entitlement shall be calculated on a pro rata weekly rate of benefit.

The Society shall be entitled to deduct from sickness payments any employee contributions to the Co-operative Group Employees Pension and Death Benefit Scheme. They will also be entitled to deduct any contributions payable by employees to any fund or object authorised by them to be deducted from their wages and to pay such contributions to such funds on their behalf.

The length of sickness absence permissible for any employee covered by this agreement is dependent upon their service in accordance with the following table: -

<u>Service Absence</u>	<u>Sickness Hours</u>
Less than 6 months (Only in the event Of an accident at work)	40 (5 days)
6 months but less than 2 years	120 (15 days)
2 years but less than 5 years	240 (30 days)
5 years but less than 8 years	480 (60 days)
8 years but less than 10 years	600 (75 days)
10 years but less than 15 years	800 (100 days)
15 years +	1200 (150 days)

All above entitlements are non-accumulating i.e. they are fixed maximum annual entitlements.

Sickness entitlement will be calculated on a 'rolling' year basis, which will commence at the point that entitlement is achieved.

Employees who are in receipt of sick pay shall not take any other employment or do anything that would prejudice their recovery.

Reserve hours are not included for the purposes of sick pay entitlement.

A case of any employee abusing the scheme shall be dealt with as a disciplinary matter.

Where there is a marked and sustained increase in absenteeism by any individual employee then the Society, in consultation with the trade union, may take the following action;

- Introduce three waiting days (regardless of hours) where payment will not be made
- Request the production of a medical certificate before any payment is made regardless of the length of absence.
- Withdraw that individual employee from cover by the scheme.

The Society will operate an Attendance Management process as outlined in **Appendix 11** however this is not linked to the provision of Society sick pay.

Should there be any major changes in the present legislation in respect of statutory sickness and accident benefits then the scheme may be reviewed.

Membership of the scheme will automatically terminate as follows: -

- Upon the termination of the scheme,
- Upon an employee leaving the Society's employment
- Upon an employee reaching his or her normal retirement age,
- If an employee makes willful or fraudulent misrepresentations in order to claim sick pay.

In cases where an employee is awarded any sum by way of damages or compensation against a third party in respect of sickness or injury, any payment received under the terms of this scheme may be repayable up to an amount not exceeding that of the damages or compensation paid.

Where damages are awarded and repaid, the relevant period of absence shall not be regarded as sickness absence for the purposes of this agreement.

7. Time Off for Medical Appointments.

Time off with contractual basis pay would normally be allowed for an employee to attend optical, hospital and other medical appointments. Proper evidence will be required to substantiate the veracity of appointments and payment will be discretionary and dependant upon Management approval.

Every effort should be made by the employee to make appointments for optical and medical treatment in order to minimise the extent of absence from work.

8. Bereavements.

The Society understands the need for help and support in the event of death of a close member of your family.

Necessary absence will be treated sympathetically and up to 40 hours will be payable.

Time off with average pay would normally be allowed for the attendance at funerals of close relatives. In all cases prior permission, which will not be unreasonably withheld, must be obtained from the employee's manager.

"Close relative" cannot be defined so as to meet all circumstances, but generally means spouse, parent or child.

Should any difficulty be experienced, or advice be needed on this matter, you should contact the Human Resources Department immediately. Your Manager will supply you with a telephone number.

9. Paternity Leave.

There will be an entitlement of 24 hours paid leave on or around the occasion of the birth of a child. Adoptive Parents will be entitled to the same allowances. This will be taken as agreed locally having regard to individual circumstances.

All Payments will be based on contractual basic pay only.

This entitlement does not affect an individual's right to Statutory Paternity leave as laid down by the Employment Act 2002.

Leave will be subject to any subsequent changes to Statute Law.

Further details are provided for in the Society's work-life balance policy which can be requested from the HR department.

10. Maternity Leave

Maternity Leave and Maternity pay are governed by the Employment Act 2002, which prescribes statutory rights to Maternity.

Maternity Leave will be determined by Statute Law and be amended as the statute changes save that entitlements will be converted on a 'pro rata' basis into the relevant hours.

Further details are provided for in the Society's maternity leave policy which can be requested from the HR department.

11. Family Friendly Policies.

The Society is fully committed to the promotion of Family Friendly policies and to the principles of Flexible working as described in the Employment Act 2002. The society has produced a full guide to Work Life Balance, which is available to all employees.

12. Health & Safety Policy

The Health and Safety objectives of the Society are as follows: -

1. To safeguard the health, safety and welfare of all Employees when they are at work.
2. To protect non-employees from any hazard created by the Society's operatives.

All Employees must be involved in achieving these objectives as far as is reasonably practicable. Health and Safety risk must be assessed within all society operations and suitable working standards developed, implemented and monitored to minimise such risk.

Specific health and Safety duties and responsibilities are further outlined in the Health and Safety guidelines, which are on display at each Unit.

The Society operates a policy of issuing contravention notices to individuals where breaches of Health and Safety policy / procedures are detected. This is in addition to the possibility of disciplinary sanctions being imposed for breaches of Health and Safety policy / procedures.

The Societies policy on Health and Safety is posted on noticeboards in each location and is included in this agreement as **Appendix 3**.

13. Personal Protective Equipment / Uniform

Employees undertaking warehouse duties will be provided with suitable protective clothing which will be replaced as necessary.

Employees are responsible for the regular laundering and repair of such clothing and this remains the property of the Society we reserve the right to request return of this clothing / equipment on termination of Employment.

Employees will be expected to make use of protective clothing and footwear provided. There is a clearly identified health and safety requirement for protective footwear and it will be issued free of charge. Failure to do so will normally result in disciplinary action.

Uniforms are issued to all Staff after 13 weeks of continuous service and thereafter are replaced according to individual Site policy. Care must be taken to avoid unnecessary damage to PPE.

14. Agency / Temporary Worker Policy

The Society and the Trade Union recognise the need for temporary and/or Agency Staff as the needs of the business dictate. There is however a fundamental commitment to minimising the need for Agency or Temporary Staff.

15. Warehouse Management Systems.

It is the Society's intention to utilise Warehouse Management Systems that will aid in the order assembly, inventory control, receipt, transport and dispatch functions. It will be a requirement for all users to subscribe to the employment of apparatus that may include voice recognition, scanning or other technologies. In these circumstances, apparatus associated with the operation of Warehouse Management Systems will be personalised requiring individuals to take ownership of equipment.

It will be a contractual requirement for all personnel who are issued with personalised equipment of this nature to return this to the Society upon the employment contract ending. Failure to do this may render the employee liable for the cost of the equipment and may be recovered from final pay.

There is an expectation that employees will sign for custody of all equipment issued that is relevant to the operation of Warehouse Management Systems.

16. Training Policy

The Society and Trade Union, in partnership, are fundamentally committed to providing progressive business related training in line with our commitment to Investors in People.

All Staff will receive twice yearly development reviews with their direct line Manager / Supervisor and Training will be delivered in accordance with the needs and priorities identified by Management.

Both the Society and the Trade Union are committed to the training of elected Trade Union Representatives and Managers in the conduct of good Industrial Relations practice.

A copy of the Society Training Policy is posted on notice boards at all units and is included as **Appendix 5**.

17. Pensions

The Society operates a contributory Pension Scheme and all Employees are strongly encouraged to join this Scheme.

All relevant information and the application form is contained within a specific Pensions booklet, which is available from your Manager.

18. Trade Union Procedural Agreement

Union Representation

- 1.1 Employees will be represented by Shop Steward(s) elected in accordance with Union rules. Normally Shop Stewards will not act outside the area they are elected to represent but, if necessary, can act on behalf of other constituencies within the Unit.
- 1.2 The Union will notify the Unit Manager of the Shop Stewards duly elected.
- 1.3 In full consultation with the Trade Union Full Time Officer the Society has the right to question the nomination of any individual for Union duties. Ultimately, they may veto appointments as deemed appropriate.
- 1.4 Representation on the National Negotiating Committee will consist of one representatives from each Regional Area (i.e. Scotland/N Ireland, North East England, the Midlands and the South). Initially the appointment will be for a two-year period with eligibility for re-election. NNC representatives will be elected by the local members in each region. The representative's duties will be restricted to negotiations on the NNC on the terms of the agreement where they will represent the views of the local stewards in their area.
- 1.5 The National Negotiating Committee will be jointly chaired by the Human Resources Manager from Retail Distribution and the National Officer of USDAW. The chair will be rotated.
- 1.6 The Society agrees to a meeting of the union representatives on the National Negotiating Committee to review the annual pay claim.
- 1.7 The joint National Negotiating Committee will meet at least once a year and on other occasions as deemed appropriate.
- 1.8 USDAW will appoint a National Shop Steward who will represent the union on all matters pertaining to the application of this agreement. They will also consult on any issues pertaining to the terms and conditions of all employees subject to this agreement. These representatives will be elected by the NNC stewards. The representatives will carry out their duties on a part time basis as agreed between the National Officer and the

Society. The National Steward will also have an elected deputy for periods of holiday or absence.

Facilities for Shop Stewards

Shop Stewards will be granted reasonable facilities for carrying out union duties and will be paid average earnings for agreed time spent on such duties. Guidance on the definition of the facilities is given in the ACAS Code of Practice. *

The spirit and intent of this clause is that there should be 'no gain or loss' to the individual.

The Society will provide facilities such as travel, stationary and phone for the National Stewards as deemed appropriate. They will normally be required to carry out the duties of a National Steward for 2-3 days a week.

Facilities for Union Meetings

Subject to the prior agreement of management, meetings of Union members on Society premises when required will be permitted. Management permission must first be obtained and these arrangements will be subject to the operational requirements of the Unit.

Noticeboards

Management will allow accredited Stewards or Trade Union Officials the facility of the Notice Board to display notices relating to official Union business. Such notices must first be submitted to, and approved by, the Unit Manager. Such approval will not be withheld for genuine trade union notices.

19. Grievance Procedures.

The procedure has the objective of resolving as speedily as possible any grievance, which an employee in scope to this Agreement may have in the course of, and related to, his/her employment.

Individual Grievance Procedure

Stage 1 – In the first instance any grievance issue should be raised in writing with the immediate Line Manager and the Local Shop Steward.

Stage 2 – If unresolved at Stage 1 the grievance should be raised in writing with the Distribution Manager and the National Steward.

Stage 3 – If still unresolved at Stage 2 the grievance should be raised with the Regional Manager and the local Full Time Official

During the period of the grievance the status quo will be maintained until the full grievance procedure has been exhausted.

Collective Grievance Procedure

A Collective Grievance in respect to the application of terms in this agreement should be treated as above with the additional Stage 4 detailed below.

Stage 4 – If unresolved at Stage 3 the National Officer will raise the issue with the National Operations Manager.

If still unresolved the matter will be referred to ACAS for conciliation or mediation as appropriate.

During the period of the grievance the status quo will be maintained until the full grievance procedure has been exhausted.

Dealing with Grievances.

All Grievance stages should receive a written response from the appropriate Society Official reasonably within seven days of the hearing taking place. There will be certain circumstances where this time-scale will not be sufficient and Society Officials will endeavour to always issue a response as soon as reasonably possible. Where a delay is likely to occur all parties should be notified as soon as is practicable.

All written grievances will receive a written acknowledgement of receipt, and hearings will be arranged as soon as reasonably possible.

Unless and until the procedures have been exhausted, no strike, lockout or other industrial action will take place.

20. Disciplinary Procedures

This procedure is designed to help and encourage all employees to achieve and maintain standards of conduct and performance. The aim is to ensure consistent and fair treatment for all.

PRINCIPLES

- No disciplinary action will be taken against an employee until the case has been promptly and fully investigated.
- At every stage in the procedure the employee will be advised of the nature of the complaint and given access to all relevant evidence.
- Employees will be given the opportunity to state his or her case before any decision is made.

- At all stages the employee will have the right to be accompanied by a trade union representative or a fellow employee.
- In the case of a Trade Union Representative being disciplined he would have the right to be accompanied by a local Full Time Official. The Full Time Official should be notified in all cases.
- No employee will be dismissed for a first breach of discipline except in the case of gross misconduct when the penalty shall be either dismissal without notice or with payment in lieu of notice.
- Disciplinary proceedings, witness statements and records relating to disciplinary proceedings must be kept confidential.
- The society may implement the procedure at any of the stages set out below depending on the seriousness of the misconduct or poor performance on question.

PROCEDURE

Minor faults will be dealt with informally but where the matter is more serious the following shall apply

Where the society is investigating serious misconduct you may be suspended from work on full pay as a precautionary measure.

The offences that are listed below are for illustration purposes only. Any disciplinary sanction will always depend on the seriousness and circumstances of the particular case.

In each case the warning will specify:

- the reason for the warning
- the consequences of failing to improve and
- the right to appeal.

Stage 1 – Verbal Warning or Written Warning

If conduct or performance does not meet acceptable standards the employee will normally be given a recorded verbal warning. A record of the verbal warning will be kept but it will be spent after 3 months, subject to satisfactory conduct or performance.

If the offence is a serious one, or if a further offence occurs, a written warning will be given to the employee. A copy of the written warning will be kept but it will be spent after 6 months, subject to satisfactory conduct. Examples of offences that may attract a verbal or written warning (depending upon how serious) are:

- Minor breaches of procedure
- Lateness and poor attendance
- Poor performance

Other offences may attract a verbal or written warning.

Stage 2 – Final Written Warning

If there is still failure to improve, or if the misconduct or poor performance is sufficiently serious to warrant only one written warning but insufficiently serious to justify dismissal, a final written warning will normally be given to the employee. A copy of this final written warning will be kept but it will be spent after 12 months subject to satisfactory conduct or performance. Offences that may attract a final written warning are:

- Repetition of behaviour occasioning a previous warning
- Breaches of procedure relating to the safety of the employee and/or others
- Misuse of society property
- Actions liable to bring the society into disrepute
- Unauthorised communication to the press, radio or TV regarding society matters
- Foul or abusive language
- More serious or persistent standards of dress, personal hygiene or performance.

Other offences may attract a final written warning.

Stage 3 – Dismissal and Gross Misconduct

If conduct or performance is still unsatisfactory and the employee still fails to reach the prescribed standards, dismissal will normally result. The employee will be provided, as soon as reasonably practical, with written reasons for dismissal, confirmation of the date upon which employment will terminate and details of the right to appeal. Dismissal decisions can only be taken by the appropriate manager.

If, on completion of the investigation and the full disciplinary procedure, the society is satisfied that gross misconduct has occurred, the result will normally be summary dismissal without notice or payment in lieu of notice. The following list provides examples of offences, which are normally regarded as gross misconduct:

- theft, fraud and deliberate falsification of documentation
- other offences of dishonesty
- unauthorised absence
- any serious breach of the society's procedures
- borrowing money without authorisation
- unauthorised discounts
- breaches of the staff purchase procedure
- fighting, assault on another person
- deliberate damage to society property

- serious incapability through alcohol or being under the influence if illegal drugs
- serious negligence which causes unacceptable loss, damage or injury
- serious act of insubordination
- unauthorised entry to computer records
- private trading in competition with the society
- sexual, racial or disability discrimination or harassment of a fellow employee

Other acts of misconduct may come within the general definition of gross misconduct.

As an alternative to dismissal, an employee may be

- (a) suspended without pay for a period not exceeding 21 days, or
- (b) demoted.

APPEALS

An employee who wishes to appeal against a disciplinary decision should inform the nominated manager in writing within 7 days of receiving the letter confirming the outcome of a disciplinary hearing. The appeal application should detail the grounds upon which the employee wishes to appeal the disciplinary decision.

In the event of dismissal there will be an additional stage of appeal available to the employee. This should be made to the next level of Management and Trade Union Official within 7 days

The nominated manager should investigate the application and advise the employee of the decision within 14 days of the appeal being heard. The nominated manager's decision is final. The appeal exhausts the society's disciplinary procedure.

21. Security Procedures.

The following procedure must be followed when searches are carried out at Distribution Units.

Principles

- The person normally conducting the search will be a member of Unit Management or the Co-operative Group Security staff although any other person may be nominated by the Distribution Manager in agreement with the Regional Security Officer and a local Trade Union representative.

- Searches must be conducted in a manner, which recognises the rights and dignity of the person concerned.
- A person selected for a personal search should always be informed of the alternatives available to him/her which are as follows:-
 - i) He/she may agree to be searched by the person undertaking the search in accordance with this procedure.
 - ii) He/she may request that his/her Trade Union representative or, if available, any other person nominated by him/her who is available at the time on the Society premises should accompany him/her.
 - iii) He/she may refuse to be searched in which case he/she should be informed that he/she is in breach of the Contract of Employment and the Agreement between the Society USDAW and that the facts will be reported and action taken on this basis. The employee should be warned that they may be liable to dismissal.
- The point of search should be located near a convenient exit, which is used by the personnel concerned, and wherever possible this should not be in public view.
- Every effort should be made to cover as many people as possible without causing any unacceptable delay.
- The selection of the personnel to be searched should be seen as being a random selection.
- The person undertaking the search should be accompanied by a senior member of management or nominee.
- In the event of any search revealing nothing the employee(s) should be thanked for their co-operation and be allowed to leave as quickly as possible.
- Records of the searches undertaken and the results must be maintained. The records should show name, date, location, person carrying out search. Employee requested to sign to confirm that the search has been carried out in a proper manner. The result of the search should be recorded and witnesses should also sign to confirm this.
- Employees should themselves remove the contents of their pockets, bags, vehicles, etc and should not permit anyone to do this for them.

- If any employee's money or goods are retained by the Society at the Society's request, a receipt for the exact items should be given to the employee.

Procedures

Personal Search

- Where an employee has been asked to submit to a search he/she will be taken to a room giving privacy.
- The employee must be told of the alternatives available to him/her under 2.3 of this Procedure. If he/she asks to have a Trade Union representative or other person available to accompany him/her, arrangements should be made accordingly.
- The employee should be asked if he/she has any Society property to declare. If the answer is yes, the property should be produced and identified with a distinguishing mark. The employee should be asked to sign or initial it.
- If, during the course of the search, the employee denies having any Society property, he/she should be asked to empty bags, pockets, parcels, packets, etc.
- If Society property is found to which the employee has no right, he/she should be told that he/she will be detained whilst Management and Police are informed.
- During a personal search employees may be asked to remove outdoor coats and jackets. Any remaining pockets or places where goods may be concealed may be checked by the person undertaking the search.
- During a personal search no female may be touched by a male employee nor must any request be made to remove any article of clothing other than outerwear and jackets whilst a male is present. Similarly no male will be touched by any female employee during the act of the search nor must any male be asked to remove any article of clothing other than outerwear and jackets whilst a female is present.

Bag Search

- This type of search includes bags, parcels, packets and any other items carried by or visible on the person of any employee. It also includes visual search: i.e. bulky clothing, signs of objects in pockets, etc.

- This search can be undertaken at the normal exit and can include all or a majority of staff leaving the building.
- Staff should be informed that a general bag search is being undertaken. They should be asked to open bags and parcels they are carrying.
- A visual check should be made of the contents or of the employees. If there appears reason to make further enquiries, the employee should be informed that he/she should accompany the person making the search to a private room. The personal search procedure should then be carried out in accordance with Section 3.1 above.

Car Search

- This search applies only to vehicles, which have been parked within the perimeter of Society premises. The search should be undertaken at a convenient point on the Society premises.
- Vehicles leaving the Society premises should be stopped on a random basis.
- The employee should be asked whether he/she is willing to have his/her car searched. He/she should also be asked whether he/she wishes to have present a Trade Union representative or other person who is available. If the employee refuses, he/she must be informed that he/she is in breach of his/her Contract of Employment and the Agreement between the Society and USDAW: that the facts will be reported and action taken on this basis. The employee should be warned that they may be liable to dismissal.
- The employee should be asked if he/she has any Society property to declare. (If the answer is yes, the property should be produced and identified with a distinguishing mark. The employee should be asked to sign or initial it)
- A visual check should be made of the inside of the vehicle. Vehicles will be inspected as thoroughly as is necessary to establish whether any unauthorised Society property is being carried e.g. boot, spare wheel, interior, engine compartment. The employee should be asked to open the boot and to accompany the person undertaking the search. A visual check should be made of its contents. If property (e.g. the spare wheel cover) has to be removed for a fuller inspection, the employee should be asked to do it.
- If Society property is found to which the employee has no right, he/she should be told that he/she will be detained whilst management and Police are informed.

22. Occupational Health

The Society reserves the right to utilise OH services for the purposes of assisting in the rehabilitation and support of Employees who have been off work / sick.

The Society reserves the right to utilise OH services to assist with the implementation, monitoring and maintenance of ongoing Health and Safety issues.

23. Diversity in the Workplace

The Society believes that people are its key resource and that Co-operative principles and values require it to pursue a policy of equality of opportunity in employment.

A detailed Diversity Policy is available on notice boards at every site and is included as **Appendix 6**.

24. Mutual Respect / Communications Strategy

The Society delivers communications training to ALL Staff as an integral part of Training Policy. Mutual respect and active listening are 'corner stones' of our People Policies. Our Communication Strategy is attached as **Appendix 7**.

The Society has a written policy governing Code of Conduct, which includes methods of redress with the Grievance procedures. A copy of this code of conduct can be found on notice boards at all sites and is attached as **Appendix 8**.

25. Security of Employment

The Society operates a Security of Employment Agreement, which contains enhanced redundancy terms of settlement. In all cases the Society is committed to searching for alternatives to avoid redundancy.

26. Violence in the Workplace

The Society operates a specific policy aimed at eradicating Violence in the Workplace. This policy is posted on notice boards at all Units and is attached as **Appendix 9**.

27. Bullying & Harassment

The Society operates a specific policy aimed at eradicating Bullying and Harassment. This policy is posted on notice boards at all Units and is attached as **Appendix 10**.

28. Attendance Management

The Society operates a specific policy on the management of attendance within Distribution Centres and covers issues pertaining to frequent absenteeism and Long Term Sickness. This is details as attached in **Appendix 11**.

29. Probationary Period

The probationary period for all employees will be 6months from the date of appointment. The detailed procedure is outlined in **Appendix 12** attached to this agreement.

30. Anniversary

The Anniversary of this agreement is 1st February.

32. Termination

This Agreement can be terminated at any time by either party by giving six months written notice.

Signed for and on behalf of: -

The Co-op Group **Signature** _____ **Date:**

PRINT Name

USDAW **Signature** _____ **Date:**

PRINT Name