

2019 Version 1.0

# **Co-op Logistics National Transport Agreement**

**Agreement Between:-**

**Co-operative Group Limited**

**And**

**Unite, the Union**

**And**

**The Union of Shop, Distributive and Allied Workers**

**AMENDMENTS LOG**

<b>DATE</b>	<b>SECTION</b>	<b>COMMENTS</b>	<b>AUTH</b>

## Scope

The Agreement relates to pay and terms and conditions of LGV drivers (C & C+E), Shunters and 7.5 tonne vehicle drivers employed by Co-operative Group Limited (Co-op) at the following distribution centres:

- Newhouse
- Castlewood
- Birtley
- Thurrock
- Plymouth
- Carrickfergus
- Dalcross

This agreement cannot be varied at a local site level. It can only be varied by agreement with the NNC and formally signed off by the Head of Transport and National Officers.

## Part A - Working with our Trade Unions

This agreement between Co-op, Usdaw and Unite recognises that the Co-op, its leadership, its colleagues and trade unions, share a common goal in securing business success, ensuring that Co-op remains a leader in the UK Convenience Market.

The Logistics ER Framework confirms the recognition, consultation and negotiating rights of the trade unions in representing their members. It also details the roles and responsibilities of Co-op and the trade unions.

Both Co-op and the trade unions recognise that regular communications between Co-op and its colleagues is vital. Our commitment to consultation and communication is set out in the Logistics ER Framework.

The parties recognise that from time to time the Co-op and the trade unions will be required to work together on matters where they may hold different views and perspectives leading to dispute. Our joint approach to resolving these matters is set out in the resolution of disputes procedure.

## Night-time derogation

The Co-op and the unions have agreed to a derogation from the limit on night time working hours in the Working Time Regulations. The agreement can be found in appendix 4.

## Part B - Terms and Conditions

The parties intend that the terms and conditions agreed in Part B of this agreement shall be incorporated into the terms and conditions of employment of each colleague covered by this agreement.

In order to ensure the success of the Co-op it needs to react to the requirements of its business in a dynamic and flexible way. The following terms and conditions support the Co-op in achieving this aim.

### 1. Role Profiles

Drivers will only carry out designated driver's duties as per the job profile (**Appendix 1**). They will not be asked to carry out Warehouse duties.

## 2. Remuneration

All of the remuneration rates are outlined in **Appendix 2**, which shall be updated following each salary review.

Salaries are inclusive of:

- Basic pay
- Shift Allowances
- Bank Holidays
- Market Premium (where appropriate)

Market Premiums may be applied, in agreement with the trade union, where there is evidence that an individual site is unable to recruit the caliber and number of colleagues it requires in the local labour market. This should, where possible, be supported by independent market data.

Salaries will be paid in equal instalments of 13 four weekly periods.

## 3. Hours of Work

The Co-op will require drivers to work

- 680 hours for drivers on a 40 hour average
- 816 hours for drivers on a 48 hour average

Hours worked can be averaged over a 17-week period in line with the Working Time Regulations. These hours can be worked on any days of the week according to the rota agreed for the specific site. For the purposes of complying with legislative requirements hours will be monitored to ensure that hours cannot be worked over what is stipulated in the Working Time Regulations for the 17-week period.

Rotas will be managed in a fair and equitable way using the following guidelines:

- Drivers will be expected to work the agreed rota.
- Rotas will be produced so that the total shifts worked over a 17-week period equate to the contracted hours.
- If at anytime there are significant discrepancies between the hours worked and the hours set on the rota, the local management will investigate and, where appropriate, recommend changes to the rota.
- Where it is evident that a driver may exceed the contracted number of hours within the 17-week period, time off will be given with pay in order to bring the number of hours down to the contractual requirement.

### Duty Time

- The minimum working day will be a guaranteed 8 hours.
- The maximum scheduled hours for any one-week will be 60 hours and the maximum scheduled day will be 14 hours.
- Duty time is confirmed in the drivers' rota.
- Breaks are not paid and are not included as part of the duty time shown on the rota. The minimum requirement for reasons of Health and Safety is that a break should be taken during any duty period of six hours or over.
- Drivers who return from a job prior to the end of their duty time may be asked to complete another run.

- Drivers will not be given another run where the planned run time would go over the planned duty time unless the Driver is informed and voluntarily chooses to accept the run.
- Any driver can be issued with multiple runs providing they are within driver's planned duty time.
- The driver will notify the depot of any delays during any run at the earliest possible opportunity, when safe and practical to do so.
- If there is a known delay that will take any subsequent run over the planned duty time then the driver may voluntarily choose to accept the run prior to leaving the depot.
- Management will actively monitor delays to ensure that planning systems are as accurate as possible.
- All exceptions to the plan will be debriefed in line with the standard operating procedure (SOP) using the agreed form.
- Should any driver be found to be deliberately delaying their return to depot to avoid other work it will be investigated under the Disciplinary Policy.

#### Other Duties

- Where there are no appropriate runs available then the driver can be asked to do other driver duties. This may be vehicle washing, shunting, cage runs etc.
- This agreement does not specify job and finish. However, if there is no additional work available and there is no reasonably foreseeable work within the driver's duty time then the driver should be sent home. It is not acceptable to keep drivers at work when there is no prospect of any further work. They will be paid until the end of their shift.

#### Additional Shifts

- If a driver wishes to do so, and where it is legally permissible, he/she may voluntarily work additional shifts in order to increase the amount of remuneration in any given week.
- The additional shift will be a minimum of 8 hours but may be more if legally permissible.
- These additional hours will be paid as an addition to salary and will be calculated at the appropriate hourly rate.
- There will be no overtime premium.
- Drivers will not be obliged to work on any of their designated rest days however they may volunteer to do so.
- Any additional time worked on a day to day basis can be accrued as lieu time subject to meeting the requirements of the Working Time Regulations. Colleagues may choose either to take the lieu time or be paid in line with the agreed principles as set out in appendix 3.

#### 4. Working Rotas

The agreed rota will determine drivers working patterns, in line with the shift and average hours he/she is contracted to work. The rota will specify total duty time and although closely linked to the routes from each depot, will not always be determined by specific routes. All rotas are based on an agreed set of principles as set out in **appendix 5**.

#### 5. Bank Holidays

All colleagues covered by this agreement have eight Bank Holidays within their holiday entitlement. The eight recognised Bank Holidays vary by location and are as follows:

## ENGLAND

1 <sup>st</sup> January	New Years Day
<i>Actual Date varies</i>	Good Friday
	Easter Monday
	Early Spring Bank Holiday – May Day
	Late Spring Bank Holiday
August Bank Holiday	
25 <sup>th</sup> December	Christmas Day
26 <sup>th</sup> December	Boxing Day

## SCOTLAND

1 <sup>st</sup> January	New Years Day
2 <sup>nd</sup> January	Additional day for Newhouse, Dalcross and Birtley
<i>Actual Date varies</i>	Easter Monday
	Early Spring Bank Holiday – May Day
	Late Spring Bank Holiday
	Glasgow Fair – July
Autumn Bank Holiday	
25 <sup>th</sup> December	Christmas Day
26 <sup>th</sup> December	Boxing Day

## NORTHERN IRELAND

1 <sup>st</sup> January	New Years Day
<i>Actual Date varies</i>	Easter Monday
	Easter Tuesday
	Early Spring Bank Holiday – May Day
12 <sup>th</sup> July	
13 <sup>th</sup> July	
25 <sup>th</sup> December	Christmas Day
26 <sup>th</sup> December	Boxing Day

Colleagues can be asked to work up to six Bank Holidays within any one calendar year. Christmas Day will only be worked by drivers on a voluntary basis but if worked will count as one of the six.

Each of the six Bank Holidays is compensated by a double time payment that has been incorporated into the salary.

In the event of any colleague voluntarily working more than six Bank Holidays they will be compensated by a double time payment.

### 6. Annual Holidays

Colleagues covered by this Agreement are entitled to the holiday entitlement set out in the table below. The entitlement is based on a working week of 40 or 48 hours

across 5 days. Colleagues working other patterns will have a pro rata entitlement based on their contracted hours and length of service:

	Total Holiday Entitlement in days (inclusive of public holidays entitlement)	Holiday entitlement at Birtley and Newhouse	Holiday Hours based on 40 hour contract (Birtley and Newhouse in brackets)	Holiday Hours based on 48 hour contract
Up to 2 years of Service	30	31	240 (248)	288 (298)
After 2 years' Service	32	33	256 (264)	307 (317)
After 5 years' Service	34	35	272 (280)	327 (336)
After 15 years' Service	36	37	288 (296)	346 (356)

An additional holiday is applicable at Birtley, Newhouse and Dalcross.

The increase in holiday entitlement will be effective from the start of the holiday year (1<sup>st</sup> April) following the service anniversary.

Holiday entitlement is to be taken in the period 1<sup>st</sup> April in each year to 31<sup>st</sup> 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 General Manager may authorise holidays to be carried forward.

If a colleague does not book holidays when requested to do so the holidays may be allocated by the manager in order to avoid holiday congestion or the colleague losing holiday entitlement.

Any occasion when the depot is closed will be counted as a day's holiday for colleagues rota'd to work and automatically deducted from the annual holiday entitlement. This would normally happen on public holidays such as Christmas day or in event of planned closures.

Period	% of holiday entitlement to take
April May June July August September	50%
October November December	25%
January February March	25%

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

Holiday Pay is calculated to ensure compliance with the Working Time Regulations using:

- Basic salary or average earnings from the previous tax year (the “P60 holiday rate”), whichever is the greater.
- If a colleague has not earned anything with the Co-op in the previous tax year (i.e. new starters), then holiday pay will be calculated on either basic salary or previous (rolling) 12 week average earnings whichever is the greater.

Holidays will not be allocated but will be offered to colleagues on a ‘first come first served’ basis with maximum quotas set for each holiday week relevant to each Depot. As the holiday year runs from the 1st April until the 31<sup>st</sup> March the weekly quotas will be published at the beginning of February for the following year’s holiday entitlements.

## 7. Sickness Scheme

All colleagues who are unable to work because of illness are eligible, subject to sickness absence procedures, to be paid sick pay for the following periods of sickness absence in any rolling 12 month period: -

<b>Length of service</b>	<b>Hours</b>
Less than 6 months	0
Less than 6 months ( in event of an accident at work)	48 (40)*
6 Months but less than 2 years	144 (120)*
2 years but less than 5 years	288 (240)*
5 years but less than 8 years	576 (480)*
8 years but less than 10 years	720 (600)*
10 years but less than 15 years	960 (800)*
15 years plus	1440 (1200)*

\*Figures in brackets indicate 40 hour contract entitlements. Length of service is calculated at the beginning of any period of absence.

All Colleagues 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: -

- Participation in war, riot or civil commotion
- Participation in a strike or other industrial action whether official or unofficial
- Participation in professional / extreme sports or games
- Any gainful occupation outside normal working hours



- Incapacity during holiday periods for which the employee received holiday pay

\*Note colleague can only be in receipt of either holiday pay or sick pay, but not both at the same time.

Any colleague incapable of working due to sickness or accident must notify his/her manager or arrange for his/her manager 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 colleague is required to complete a simple form of self-certification on return to work. This certificate forms part of the absence record.

In the case of absences of more than seven days duration to qualify for payment the colleague 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 Co-op may require a colleague claiming sick pay to undergo medical examinations by a doctor nominated by the Co-op, but in this event the fee for such examination will be paid by the Co-op.

Colleagues unable to work because of any incapacity covered by this scheme shall receive from the Co-op by way of sick pay their Average Earnings as determined by the annual P60 figure or an average of the previous 12 weeks wages if the P60 figure is not available. Odd days of entitlement shall be calculated on a pro rata weekly rate of benefit.

The Co-op shall be entitled to deduct from sickness payments any colleague contributions to the colleague's pension. Co-op will also be entitled to deduct any payment authorised by the colleague to be deducted from their wages behalf e.g. union fees, cycle to work or credit union payments etc.

All sickness hours will relate to the appropriate rota schedules on an individual basis.

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.

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

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

Where there is a marked and sustained increase in absenteeism by any individual colleague then the Co-op, 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 colleague from cover by the scheme.

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 a colleague leaving the Co-op's employment
- If a colleague makes willful or fraudulent misrepresentations in order to claim sick pay.

#### 8. Discipline and Grievance Procedures

The Discipline procedure is outlined in appendix 7 and the Grievance Procedure is outlined in appendix 8.

#### 9. Security of Employment

The Co-op has a redundancy policy, which contains enhanced redundancy terms of settlement. In all cases the Co-op is committed to searching for alternatives to avoid redundancy.

#### 10. Terms and Conditions – Anniversary Dates

The Anniversary of this agreement is 1<sup>st</sup> February.

#### 11. Termination of this Agreement

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

### **Part C - Additional Information**

#### 12. Time Off for Medical Appointments

Time off with average pay would normally be allowed for a colleague to attend optical, hospital and other medical appointments. Proper evidence will be required as proof of appointment and payment will be discretionary and dependant upon Management approval.

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

Additional guidance is available in the Dental and Medical Appointments Policy.

### 13. Agency / Temporary Worker Policy

The Co-op and the Joint Trade Unions recognise the need for temporary and/or Agency Staff as the needs of the business dictate. There is however a commitment to minimising the need for Agency or Temporary Staff.

### 14. Training Policy

The Co-op will provide and pay for Driver CPC training to all eligible colleagues. As part of this the Co-op will also cover Driver licence and related medicals, Driver digital card and CPC card renewal costs but not where there is loss or damage of cards.

### 15. Pensions

The Co-op operates a contributory Pension Scheme and all colleagues are strongly encouraged to join this Scheme. All colleagues who meet the government eligibility criteria will be automatically enrolled into the scheme from 3 months of employment.

Please visit the pension website <https://coop.pacepensions.co.uk> to access specific details on the relevant scheme.

### 16. Uniform

Colleagues will be issued with any required uniform and personal protective equipment as soon as practicable on commencement of employment.

### 17. Medical Termination Payments

The provisions of Appendix 6 shall continue to apply. The parties are committed to reviewing that appendix and working in good faith towards an updated policy. When agreed, that policy shall form part of this agreement.

## Part D - Logistics Appendices, Policies and Procedures

Appendices	Appendices
Role Profiles	Appendix 1
Rates of Pay	Appendix 2
Time off in lieu/Paid lieu time	Appendix 3
Night-time Derogation	Appendix 4
Rota Change Process	Appendix 5
Medical Termination	Appendix 6
Disciplinary Procedure	Appendix 7
Grievance Procedure	Appendix 8

Policy/Procedure	Where to find it
Sickness Absence Policy	<a href="#">Under development – current wording remains within NTA at present</a>
Personal Protective Equipment – SOP	<a href="http://connect/corporate/Logistics_operating_model/SOPs/Forms/WarehouseSupport.aspx">http://connect/corporate/Logistics_operating_model/SOPs/Forms/WarehouseSupport.aspx</a>
Drugs and Alcohol Testing Procedure	<a href="https://colleagues.coop.co.uk/logistics-drug-and-alcohol-testing-procedure">https://colleagues.coop.co.uk/logistics-drug-and-alcohol-testing-procedure</a>


## Part E – Co-op Policies Applicable to Logistics Colleagues

Policy/Procedure	Where to find it
Drugs and Alcohol Policy	<a href="https://colleagues.coop.co.uk/drugs-policy">https://colleagues.coop.co.uk/drugs-policy</a>
Drugs and Alcohol Testing Policy	<a href="https://colleagues.coop.co.uk/drugs-and-alcohol-testing-policy">https://colleagues.coop.co.uk/drugs-and-alcohol-testing-policy</a>
Carers Policy	<a href="https://colleagues.coop.co.uk/carers-policy">https://colleagues.coop.co.uk/carers-policy</a>
Emergency Leave	<a href="https://colleagues.coop.co.uk/emergency-leave">https://colleagues.coop.co.uk/emergency-leave</a>
Dental and Medical Appointment Policy	<a href="https://colleagues.coop.co.uk/medical-appointments">https://colleagues.coop.co.uk/medical-appointments</a>
Maternity Leave;	<a href="https://colleagues.coop.co.uk/maternity-leave">https://colleagues.coop.co.uk/maternity-leave</a>
Adoption Leave;	<a href="https://colleagues.coop.co.uk/adoption-leave">https://colleagues.coop.co.uk/adoption-leave</a>
Paternity Leave;	<a href="https://colleagues.coop.co.uk/paternity-leave">https://colleagues.coop.co.uk/paternity-leave</a>
Shared Parental Leave	<a href="https://colleagues.coop.co.uk/shared-parental-leave">https://colleagues.coop.co.uk/shared-parental-leave</a>
Parental Leave;	<a href="https://colleagues.coop.co.uk/shared-parental-leave">https://colleagues.coop.co.uk/shared-parental-leave</a>
Guide to Reasonable Adjustments	<a href="https://colleagues.coop.co.uk/reasonable-adjustments">https://colleagues.coop.co.uk/reasonable-adjustments</a>
Disability Redeployment Policy	<a href="https://colleagues.coop.co.uk/disability-redeployment-policy">https://colleagues.coop.co.uk/disability-redeployment-policy</a>
Flexible Working Policy	<a href="https://colleagues.coop.co.uk/flexible-working-policy">https://colleagues.coop.co.uk/flexible-working-policy</a>
There are a range of Policies that cover time off for public duties, jury service, volunteering, reserve armed forces	<a href="https://colleagues.coop.co.uk/public-duties-policy">https://colleagues.coop.co.uk/public-duties-policy</a> <a href="https://colleagues.coop.co.uk/jury-service-policy">https://colleagues.coop.co.uk/jury-service-policy</a>

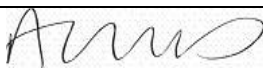
	<a href="https://colleagues.coop.co.uk/reserve-forces-policy">https://colleagues.coop.co.uk/reserve-forces-policy</a> <a href="https://colleagues.coop.co.uk/volunteering-policy">https://colleagues.coop.co.uk/volunteering-policy</a>
Redundancy Policy.	<a href="http://theintranet.lb.live.co-op.local/Content/ContentPage.aspx?id=61308&amp;epslanguage=en-GB">http://theintranet.lb.live.co-op.local/Content/ContentPage.aspx?id=61308&amp;epslanguage=en-GB</a>
Compassionate Leave	<a href="https://colleagues.coop.co.uk/compassionate-leave">https://colleagues.coop.co.uk/compassionate-leave</a>
Occupational Health	<a href="Http://theintranet.lb.live.co-op.local/Content/ContentPage.aspx?id=91919&amp;epslanguage=en-GB">Http://theintranet.lb.live.co-op.local/Content/ContentPage.aspx?id=91919&amp;epslanguage=en-GB</a>
Health and Safety Policy	<a href="http://theintranet.lb.live.co-op.local/PageFiles/197688/Coop%20Group%20Safety%20Statement%20of%20Intent.pdf">http://theintranet.lb.live.co-op.local/PageFiles/197688/Coop%20Group%20Safety%20Statement%20of%20Intent.pdf</a>
Health and Safety Framework	<a href="http://theintranet.lb.live.co-op.local/PageFiles/197200/Risk_Health_Safety_Framework_v16.pdf">http://theintranet.lb.live.co-op.local/PageFiles/197200/Risk_Health_Safety_Framework_v16.pdf</a>
Bullying and Harassment/Respect Policy	<a href="https://colleagues.coop.co.uk/bullying-policy">https://colleagues.coop.co.uk/bullying-policy</a>
Inclusion and Diversity Policy	<a href="https://colleagues.coop.co.uk/diversity-policy">https://colleagues.coop.co.uk/diversity-policy</a>
Whistle Blowing	<a href="https://colleagues.coop.co.uk/whistleblowing-policy">https://colleagues.coop.co.uk/whistleblowing-policy</a>

Signed for and on behalf of:


The Co-op

Signature	
Print Name	Mark Sutcliffe, Head of Transport, Co-op Logistics
Date	08 July 2019

Unite, the Union

Signature	
Print Name	Adrian Jones, National Officer, Unite
Date	08 July 2019

Usdaw

Signature	
Print Name	John Gorle, National Officer, Usdaw
Date	08 July 2019