

7th March 2016

Glasgow Coffin Factory Pay Agreement

BETWEEN

Funeralcare

part of

The Co-op

and

**UNION OF CONSTRUCTION, ALLIED TRADES
AND TECHNICIANS**

in respect of

**Production Operatives, Production Line & Fit Operatives &
Production Craft Operatives**

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Full details of Co-op and Funeralcare general policies can be accessed, via the Co-op's intranet site or by reference to Coffin factory management or the HR team in Funeralcare.

AGREEMENT

1. SCOPE OF AGREEMENT

This agreement is applicable to Production Operatives, Production Line and Fit Operatives and Production Craft Operatives employed within the Glasgow Coffin Factory located at Bogmoor Place, Shieldhall, Glasgow G51 4TQ

2. CONDUCT, MANNER AND STANDARD OF APPEARANCE

All coffin factory staff must conduct themselves in a manner, attitude, demeanour and appearance acceptable to the functions which he/she has to perform insofar as Internal Clients, the Profession and Funeralcare are concerned and adhere to Co-op and Factory policies at all times

3. JOB ROLES

All roles referred to in this agreement will have an agreed and up to date Role Description available at any time from the factory production manager or the Funeralcare HR Dept.

4. ASSESSMENT DURING PROBATIONARY PERIOD

All new appointees to coffin factory positions will be subject to a probationary review on conduct, attitude, attendance and performance within 13 weeks of engagement with the business. Reviews will also be conducted at 13 week intervals within the employee's first 12 months' period of employment. These subsequent reviews will concentrate on the individuals' training, progress and job performance, but will also review conduct, attitude and attendance.

5. PERFORMANCE APPRAISAL

A mid-year and annual performance appraisal shall be conducted for all employees. In addition to past personal objectives, tasks will be set for the year by agreement with individual employees and training needs will be identified.

6. SALARIES WAGE RATES and ALLOWANCES

6.1 The following basic salaries/ allowances will apply with effect from 7th March 2016

Production Operative (PO)	£19,248.98 per annum
Production Line & Fit Operative (POL&F)	£19,248.98 per annum
Production Craft Operative (PCO)	£20,456.61 per annum

6.2 Chargehand Salary :

The above employees will receive a salary of £21,375.30 per annum plus Productivity Bonus of £6149.59 per annum.

6.3 Productivity Bonus

Providing agreed 2016 productivity levels are met, the following represents maximum productivity bonus levels:

<i>Title</i>	<i>Basic</i>	<i>Average Bonus</i>	<i>Weekly Total</i>	<i>Hourly Rate</i>	<i>Total Basic</i>	<i>Total Bonus</i>	<i>Total Annual</i>
<i>PCO</i>	<i>£393.40</i>	<i>£115.94</i>	<i>£509.34</i>	<i>£13.58</i>	<i>£20,456.61</i>	<i>£6149.59</i>	<i>£26,602.20</i>
<i>PO</i>	<i>£370.17</i>	<i>£82.19</i>	<i>£452.36</i>	<i>£12.06</i>	<i>£19,248.98</i>	<i>£4,274.01</i>	<i>£23,522.99</i>
<i>POL&F</i>	<i>£370.17</i>	<i>£115.94</i>	<i>£471.79</i>	<i>£12.57</i>	<i>£19,248.98</i>	<i>£6,149.59</i>	<i>£25,398.57</i>

Colleagues formally 'acting up and undertaking the duties of a higher graded role for less than four weeks will receive the appropriate increase in weekly productivity bonus only. Those formally 'acting up' and undertaking the duties of a higher grades role for more than four weeks will receive both the basic pay and bonus levels of the higher graded role.

7. **WORKING WEEK**

Core hours of the business shall be **37.5** hours per week for all grades. Starting and finishing times are set out below. Lunch-breaks will be defined and agreed internally

Start Time will be 07.55 Monday to Friday

Morning Break will start at 10.00 and finish at 10.15 – Monday to Thursday, and start at 11.00 and finish at 11.15 on Friday

Lunch Break will start at 12:30 and finish at 13:00 - Monday to Thursday

Afternoon break will start at 14.45 and finish at 15.00 Monday to Thursday

Finishing time will be 16.25 Monday to Friday, and 13.30 on Friday

Co-op Funeralcare reserves the right to introduce colleague clocking in and out at break times in the event of an increase in employees taking early or extended breaks.

LATENESS

It is recognised that colleagues may, from time to time, be late for work due to circumstances out of their control.

For the first instance of being late – there will be no deduction in pay if a colleague is late for their normal working start time by up to 3 minutes. Where a colleague is late for more than 3 minutes, deduction in pay will made on a like for like basis, e.g. 10 minutes late will result in deduction in pay of 10 minutes.

Further instances of lateness - deduction in pay will made on a like for like basis as above.

Lateness on more than 3 occasions in any 13 week rolling period will be investigated in accordance with the disciplinary procedure.

The above process will be reviewed in March 2017.

8. **OVERTIME**

Overtime worked in excess of **37.5** hours per week is payable at the rate of time and one half Monday – Saturday (up until noon) and at double time on Saturday (afternoon), Sundays and Statutory Holidays.

9. **PART TIME EMPLOYEES**

Salaries and general terms and conditions of employment shall be the same as for full time employees but on a pro rata basis to the hours worked. Normal premium rates will apply to part-time employees once they exceed **37.5** hours work respectively (Monday-Friday) in any given week.

10. ANNUAL HOLIDAYS

Service	Annual Entitlement
12 Months service	23
2 years Service	28
5 Years Service	29
10 Years Service	31

- 10.1 The holiday year runs from 1st April to 31st March and holiday entitlement is accrued during each month of the year. For example, an employee entitled to twenty three days per year accrues 1.9days leave per calendar month.
- 10.3 A minimum of 2 weeks of this annual entitlement must be taken between the 1st May and 15th October in each year, by mutual agreement. In special circumstances this 2 week holiday may be allowed outside the normal period, subject to agreement between Management and the employee concerned and will be governed by the needs of business at that time.
- The remainder of the employee's holiday shall form a reasonable balance of 'odd' days and consecutive days of holiday and shall be the subject of local agreement, subject to the needs of the business. In order to minimise business disruption and to avoid a build up of untaken holidays at the holiday year end (ie February - March) employees should plan their annual entitlement at the earliest opportunity with their Manager.
- 10.4 An employee's entitlement to annual leave increases with length of service. The increased entitlements will be granted on 1st April following the date on which the employee has the required length of service.
- 10.5 Holidays must be taken during the period referred to above and cannot be carried over into the following year, nor can payment be made in lieu of holidays.
- 10.6 An employee leaving the employ of the Co-op shall be paid accrued holiday remuneration for any period of employment in respect of which a holiday with pay has not been granted.
- 10.7 Holiday remuneration shall be paid via payroll as part of normal four weekly pay.
- 10.8 For those employees working less than 5 days per week, holiday entitlement will be expressed in weeks rather than days, ie 4.4 weeks, 5.4 weeks, 5.8 and 6.0 weeks dependent on length of service.
- 10.9 Holidays will be paid pro rata, in accordance with the individual's basic salary in effect at that point in time or the previous year's P60 earnings (including basic pay and overtime but not including any one off or exceptional payments such as bonus, dividend, compensation payments) divided by 52 for those employees who are eligible for overtime payments (or 12 week average for employees with less than 1 years service).

11. CUSTOMARY/STATUTORY HOLIDAYS

- 11.1 The following days are recognised and allowed as holidays and any other day pronounced as a National holiday by the Government:

Christmas Day; Boxing Day; New Year's Day; 2nd January, Easter Monday; May Day, Glasgow Fair (2 days), September Weekend (1 day). - Total 9 days - and any other day decreed by public proclamation

- 11.2 Where it is not the custom to observe the holidays set out above, or when a customary holiday falls on a Saturday or Sunday, other days not fewer in number may be substituted by mutual agreement.
- 11.3 Payment for customary holidays will be dependant on attendance at work on the normal working day (or night) immediately prior to and following the customary holiday period (unless certified unfit by Medical Certificate or absent by permission of the Management). Any cost of providing a Medical Certificate will be reimbursed to the employee on production of a receipt. Payment for public /statutory holidays will be based on average earnings of each individual at the time (based on their last 13 weeks earnings).
- 11.4. Employees within the Machine, Assembly and Polishing section of the factory traditionally take 3rd January annually as an agreed holiday as part of their annual leave entitlement (e.g. one day of their entitlement as outlined in the table at 10. above).

12. PENSION MEMBERSHIP

Insert standard pension membership statement from offer letters

13. TRADE UNION MEMBERSHIP

In accordance with the Trade Union and Labour Relations (Consolidation) Act 1992, the Co-op has Trade Union Membership Agreements with those Unions which are recognised signatories to Agreements covering the wages and conditions of all employees within the Co-operative Group. As such all employees covered by this Agreement are encouraged to become members of UCATT.

- 13.1. Trade Union Facilities (to be agreed with UCATT and inserted)

14. CONFLICT OF INTEREST

It is agreed between the parties that in order to carry out his/her duties to a standard mutually acceptable to the Funeral Profession, the general public and the Co-op, no employee whilst party to this Agreement shall undertake any work in his/her own time which may conflict with these interests. The Co-op will, in the first instance, determine what constitutes a conflict of interest but any employee may contest such a ruling through the Grievance Procedure.

15. HEALTH & SAFETY

All employees, at all levels, whether on Co-op premises or elsewhere, conducting the Co-op's business have important health and safety responsibilities. These include:-

Care of Own and Others' Safety - taking reasonable care of your own health and safety and that of colleagues and anyone else who may be affected by their work

Co-operation - co-operating fully with management by always working to good safety standards and practices

Reporting Dangerous Situations - reporting immediately to management any work situation or damage you consider to be a danger to the health, welfare and safety of yourself or others

16. TERMINATION OF AGREEMENT

This Agreement is to be operative from 7th March 2016 and shall remain in effect unless amended and agreed between the parties or terminated by either party giving to the other 3 months' notice in writing.

Signed for and on behalf of:

Co-op
Funeralcare

Signature:

Print Name:

Date:

UCATT

Signature:

Print Name:

Date:

GLASGOW COFFIN FACTORY PAY AGREEMENT

SICKNESS SCHEME

1.0 INTRODUCTION

This Sickness Benefit Scheme shall come into operation with effect from 4th March 2013.

2.0 TYPE OF SCHEME

The scheme shall be non-contributory and shall be entirely paid for by the Co-op.

3.0 ELIGIBILITY

3.1 All employees who are paid in accordance with the above-mentioned Agreement shall be eligible for membership of the Scheme where:

3.1.1 they have been employees of the Co-op for not less than 3 consecutive months.

4.0 MEMBERSHIP

4.1 Membership of the scheme is a condition of employment for all eligible employees who will be automatically brought into the scheme. They will not be required to make any formal application for membership and will not be required to produce any evidence of health.

5.0 TYPES OF ABSENCE COVERED

The provision of this scheme shall apply to all absences resulting from incapacity due to sickness or accident - unless specifically excluded under clause 6.0

6.0 EXCLUSIONS

6.1 This scheme does not cover absences due to incapacity arising directly or indirectly under the following circumstances:-

6.1.1 self inflicted injury or illness or voluntary surgery

6.1.2 participation in war, riot or civil commotion

6.1.3 participation in a strike, or other industrial action whether official or unofficial,

6.1.4 participation in professional sports or games,

i. any gainful occupation outside normal working hours,

ii. incapacity during holiday periods for which the employees received holiday pay.

7.0 PROCEDURE FOR CLAIMING SICKNESS BENEFIT

7.1 Any employee incapable of working due to sickness or accident must notify their supervisor or arrange for their supervisor to be notified by 08.55am on the first and second day of any absence from work and thereafter weekly. Failure to do so may lead to them not receiving pay for that day.

7.2 In the case of absence of 7 consecutive days' duration (including weekends) or less, except where hereinafter provided, no medical evidence need be produced by the employee in order that they be entitled to payment (see 14.0).

- 7.3 In the case of absences of 7 days or more duration (to include weekends) then 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 illness (to be sent to the business as soon as possible), and thereafter at weekly intervals throughout the duration of the absence.
- 7.4 The Co-op reserves the right to require an employee claiming sick pay to furnish such supplementary medical evidence or other information as may be necessary. Any expense incurred as a result of such a request will be met by Funeralcare.
- 7.5 The Co-op may also require an employee claiming sick pay to undergo medical examination by a doctor nominated by the Co-op, but in this event the fee for such examination will be paid by the Co-op.

8.0 CLAIMS PROCEDURE

8.1 Absences of 7 days' duration or less

- 8.1.1 On the satisfactory production of a Self Certification Form, employees unable to work because of any incapacity covered by this scheme and qualifying for company sick pay shall receive from the Co-op, by way of sick pay, their basic rate for the first week and thereafter from the second week their basic pay and average bonus as defined in the Glasgow Coffin Factory Agreement. Unless specifically excluded from Statutory Sick Pay (S.S.P) provisions, the calculation used for payment for sickness is at the same rate used for holidays and will include the appropriate amount of Statutory Sick Pay due.
- 8.1.2 If an individual employee has been notified that he/she has been excluded at the time of illness from S.S.P. provisions, then he/she will be required to complete a Government Self Certification Form (S.C. 1) and hand it to their Manager with a stamped addressed envelope, addressed to his/her local D.S.S. Office. In instances of S.S.P. exclusion, payment will be based on the above rate less the amount they received in respect of the National Insurance Scheme's flat rate benefit and Industrial Injuries Benefit. The flat rate benefit shall be taken to include any amounts in respect of dependants' and or children's allowances. Proof of National Insurance Benefit entitlement received should also be forwarded to the Manager (Form BSI 2). Those employees who at 25th May, 1981 have had more than 20 years' continuous service with the Co-op, shall only have deducted from their sickness payments the single persons' rate of National Insurance Benefit.
- 8.1.3 Odd days of entitlement shall be calculated as one-fifth of the weekly rate of benefit.

8.2 Absences of 8 or more days' duration

- 8.2.1 Employees unable to work, and whose absence exceeds 7 days' duration, because of any incapacity covered by this scheme, shall receive from the Co-op by way of sick pay, the rate outlined above (same calculation as holiday pay). Unless specifically excluded from S.S.P. provisions, the latter amount shall include any Statutory Sick Pay due to the individual. Payment is subject to the satisfactory production of a G.P.'s medical certificate or hospitalisation certificate.

8.2.2 If an individual employee has been notified that he/she has been excluded from S.S.P. provisions at the time of illness, then he/she will be required to send or hand in to their Manager a medical certificate or hospitalisation certificate together with a stamped addressed envelope, addressed to his/her local D.S.S. Office. Payments by the Co-op will be on the basis of the above rate of pay, less the amount they received in respect of the National Insurance Scheme's Flat Rate Benefit and Industrial Injuries Benefit. The Flat Rate Benefit shall be taken to include any amounts in respect of dependant's and/or children's allowances. Employees will be required to produce, or post to their Manager, documents relating to National Insurance Benefit (Form BS12) and Industrial Injuries Benefit.

8.3 General Provision

8.3.1 The administration of the payment of sick pay shall be determined locally in conjunction with Payroll Dept, but shall not in any event be allowed to unreasonably delay such payment.

8.3.2 The Co-op shall be entitled to deduct from sickness payments any employee contributions to the Employee's Pension and Death Benefit Scheme and any other 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.

8.3.3 Although the Co-op requires a minimum of 3 months' service before being eligible for benefit with full pay, employees unless specifically excluded shall receive the appropriate level of Statutory Sick Pay during the first 3 months of engagement.

9.0 MAXIMUM SICK PAY/SICKNESS YEAR

9.1 The length of sickness absence permissible for any employee covered by the Agreements detailed at sub paragraph 3.1 is dependent upon their service in accordance with the following table:-

<i>Service</i>	<i>Sickness Absence (per rolling 12 month period)</i>
After 3 months	10 weeks
After 2 years	15 weeks
After 4 years	20 weeks
After 10 years	26 weeks

9.2 For the purpose of this scheme "sickness year", means the shortest of the 3 following definitions:-

9.2.1 the period of 12 consecutive calendar months immediately prior to the first day of absence due to sickness or incapacity terminating on the day immediately prior to that first day of absence or

9.2.2 the period of employment since the commencement of employment, or

9.2.3 the period since the introduction of the scheme.

9.3 Notwithstanding the provisions of 9.1 the Co-op shall retain the sole discretion to extend the entitlement of any employee for such reasons as it may see fit.

9.4 The Co-op reserves the right to withhold payment should an employee fail to attend medical examinations by their own GP, company nominated GP or independent examiner. The Co-op would reimburse the employee for any expense incurred in any such examination being conducted.

10.0 MISUSE OF SCHEME

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

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

10.3 Where, following the introduction of this scheme, there is at any Unit a marked increase in absenteeism then the Co-op retains the right after appropriate consultation to withdraw all or part of the employees or any individual employee at that Unit, covered by the scheme, from the provisions of clause 7.2 of the scheme. Such a withdrawal may take one of the two following forms:- either

10.3.1 the introduction of 3 waiting days or

10.3.2 the production of a medical certificate before any payment is made regardless of the length of absence.

11.0 REFUND OF SICK PAY RECEIVED

11.1 In cases where an employee is awarded any sum by way of damage 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.

12.0 REVIEW OF THE SCHEME

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

13.0 TERMINATION OF THE SCHEME/MEMBERSHIP

13.1 Membership of the scheme will automatically terminate:-

13.1.1 upon the termination of the scheme,

13.1.2 upon an employee leaving the Co-op's employment or being transferred out of the bargaining unit,

13.1.3 if an employee makes wilful or fraudulent misrepresentations in order to claim sick pay.

13.2 The scheme may be terminated by 3 months' notice by either side.

14.0 SELF CERTIFICATION FOR ABSENCES OF 7 DAYS' DURATION OR LESS

14.1 Employees who are absent through illness for a period of 7 days' duration or less are required on returning to work, to fill in a Self Certification Form giving brief details of the reason for absence. These should be signed in the presence of the manager /Supervisor, or his / her nominated deputy.