

V 1.0

The Co-operative Group

Food Retail Supply Chain

Lidia Warehouse & Clerical Agreement

Agreement Between:-

The Co-operative Group Food Retail Supply Chain

And

The Union of Shop, Distributive and Allied Workers

Issued By:

The Human Resources Department

**Co-operative Food Retail Logistics
March 2010**

1.0 Scope of Agreement

The Agreement relates to the wage rates and Terms and Conditions of Employment and covers the following category of workers: -

Warehouse Operatives
PI Controllers
Administration & Transport Clerical
MHE Trainers
Warehouse Assistant Team Leaders

The above will only carry out the designated duties as per the job profiles outlined (**Appendix 2**). They may however be re-deployed to any of these roles as listed at the request of management in consideration of the needs of the operation.

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

NDC (National Distribution Centre)	Coventry
LSC (Local Service Centre)	Plymouth
RDC (Regional Distribution Centre)	West Thurrock
CDC (Composite Distribution Centre)	Birtley Scotland Andover

2.0 Remuneration

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

Salaries are inclusive of:
Basic pay
Shift Allowances
Bank Holidays

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

2.1 Step Up Payments

Step up payments will be made to individuals who are required to work, in a higher grade role, for a period of more than 10 consecutive, working days. The payment made will equate to 90% of the starting salary for the higher grade role.

In the event that an individual is currently in receipt of payments which would exceed the 90% rate then no further payment would be made.

Step up payments would not be applicable to Assistant Team Leaders as their basic rate of pay is inclusive of their requirement to act in a higher grade role.

Step up payments would also not be applicable to anyone regarded as a 'super user' or 'process champion' as these roles do not attract additional payments.

An individual expected to perform in a higher grade role must undertake training, as determined and during this training period will not receive any form of step up payment, until they are deemed to be trained and competent in the higher grade.

Hours of Work

Warehouse Operatives, PI Controllers & Assistant Team Leaders

The following terms cover the following roles: -

PI Controller

Warehouse Operative

MHE Trainers

Assistant Team Leaders

All staff in the aforementioned categories will be required to fulfill their duties in any part of the warehouse operation.

The Society will require the above categories of employees to work according to a rota based on 1950 core hours per annum.

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 principles as outlined in the following document. Where possible, the Society will endeavor to ensure rest days are consecutive.

Start times will be specific to each location and allocated into agreed bands, one for each shift.

Days 06.00 – 14.00.

Backs 14.00 – 22.00. OR 14.00 – 00.00 (midnight).

Nights 22.00 – 06.00.

This may change dependent on operational requirements.

All workers under this agreement may be asked to work on any day of the week including Saturdays and Sundays.

The minimum working day will be 7 ½ hours, not including one ½ hour un-paid break.

The working week will run from Sunday to Saturday.

The 1950 core base hours is defined as:

Day shift, back shift and night shift - 37.5 hours per week divided into 5 days of 7.5 hours.

Back shift (midnight finish only)– 37.5 hours per week divided into 4 days, 3 days of 9.5 hours and 1 day of 9 hours.

Weekly and daily absence will be recorded against these hours.

A working rota will be established and all staff operating under this arrangement will be advised of their working rota at least 4 -6 weeks in advance.

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 48 hours notice will be given for minor and/or temporary changes. The operation reserves the right to suspend the rotas during seasonal trading and peak volume periods and this will be undertaken in consultation with employee representatives. Guidelines in respect of rota compilation and changes are detailed in Appendix 3 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 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.

Full details, in relation to additional shift working can be found in **Appendix 4**.

3.2 Administration Clerical

The 1950 core base hours relates to 37.5 hours per week divided into 5 days of 7.5 hours. Weekly and daily absence will be recorded against these hours.

All workers under this agreement may be asked to work on any day of the week including Saturdays and Sundays.

The minimum working day will be 7 ½ hours, not including one ½ hour un-paid break.

The working week will run from Sunday to Saturday.

The working day will either commence at 08.30 and finish at 16.30 or may be allocated according to the agreed bands, one for each shift.

Days 06.00 – 14.00.

Backs 14.00 – 22.00. OR 14.00 – 00.00 (midnight).

Nights 22.00 – 06.00.

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

Administration clerical workers will be placed on a rota providing 5 days work over 7. The working week will not exceed 37.5 hours and any hours voluntarily worked beyond this minimum will be paid at the appropriate overtime rate.

4.0 Statutory & Customary Holidays

All employees covered by this Agreement will be eligible to not less than eight* statutory or customary holidays. Those days recognised are listed below and the days applicable days to be recognised will be determined locally:

New Years' Day	2 nd January*
Christmas Day	Good Friday
Boxing Day	Easter Monday
Early May Spring Bank Holiday	Glasgow Fair Bank Holiday
Late May Spring Bank Holiday	September Bank Holiday
	August Bank Holiday

*an additional day is applicable at Birtley and Newhouse, which is over and above the statutory eight recognised days

Six of the statutory/customary holidays will be incorporated into the annual holiday entitlement.

Employees can be asked to work up to six 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 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 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 six Bank Holidays they will be compensated by an additional double time payment and a lieu day.

5.0 Annual Holidays

A normal holiday week will be deemed to be 37.5 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. 7.5 hours for day & night shift / 9.0 or 9.5 hours for back shift).

All employees covered by this Agreement are entitled to the following annual allocation:

<u>Length of Service</u>	<u>Days holiday Per annum (basic)</u>	<u>Days Statutory per annum (worked) & added to basic</u>	<u>Total leave entitlement per annum</u>
pro rata in the first holiday year	23 days	6	29 days (217.5 hrs)
after 2 years' service	25 days	6	31 days (232.5 hrs)
after 5 years' service	27 days	6	33 days (247.5 hrs)
after 15 years service	29 days	6	35 days (262.5 hrs)

Annual holiday entitlements are inclusive of the six customary/statutory days, as detailed above.

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 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: -

Month	% of entitlement
April	50
May	
June	
July	
August	

September

October	25
November	
December	
January	25
February	
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, from the previous tax year, or is based on the normal contractual earnings (base salary as outlined in **Appendix 1**), 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.

6.0 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: -

Deliberately self inflicted injury or illness.
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 an Employee can only be in receipt of EITHER holiday pay or sick pay, but not both at the same time.

Full details of the scheme are available in **Appendix 5**.

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>Length of Service</u>	<u>Sickness Days</u>	<u>Sickness hours</u>
Less than 6 months (Only in the event of an accident at work)*	Nil (5 days)	0 (37.5)
6 months but less than 2 years	15 days	112.5
2 years but less than 5 years	30 days	225
5 years but less than 8 years	60 days	450
8 years but less than 10 years	75 days	562.5
10 years but less than 15 years	100 days	750
15 years +	150 days	1125

*this is at management discretion and does not constitute any acceptance of liability

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.

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

The Society will operate an Attendance Management process as outlined in **the relevant Appendix** 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

- 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.

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

7.0 Time Off for Medical Appointments

In respect of hospital appointments time off with pay should be granted for such appointments if they fall within the employee's normal working hours. The reasoning behind this position is that hospital medical appointments are set by the hospital and whilst they can be changed by the patient very often the alternative appointment is set some time in the future and consequently means a delay in receiving any necessary medical treatment.

With regard to appointments to see GPs or dentists, by and large these can be set outside normal working hours. However, there may be instances of exceptional circumstances where this is not possible, and managers should use their discretion.

In the case of antenatal appointments or appointments that are connected with a disability, paid time off will be granted in line with the Society's legal obligations.

8.0 Bereavements

Employees will normally be allowed one day's paid leave to attend the funeral of family members or other people close to them.

When employees are responsible for arranging the funeral and/or dealing with the affairs of someone close to them, up to four days paid leave may be granted.

It is stressed, however, that the aim of this section is not to be overly prescriptive. The parties recognise that the death of a family member or close friend is a very emotional time for employees and due consideration will be given to this fact. There is a need for flexibility in allowing additional paid leave, annual leave or unpaid leave to respond to particular situations, such as family funerals abroad.

9.0 Paternity Leave

There will be an entitlement of 22.5 hours (3 days) 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 individuals' 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.

10.0 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.

11.0 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.

12.0 Part Time Working

All employees working less than the 37.5 hour week will be regarded as part time workers.

Terms and conditions for part time workers will be the same as their full time colleagues other than all entitlements and payments will be pro-rata.

In the event of a part time worker working overtime, to attract any enhanced payments they must firstly complete the required minimum 37.5 hour week. Hours worked upto the basic week, i.e. 37.5 hours will be paid at basic rate and those worked over the basic week only will attract overtime payments.

For the purposes of this Agreement all entitlements are recorded as full time benefits.

13.0 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.

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 notice boards in each location and is included in this agreement as the Appendix.

14.0 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.

15.0 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.

16.0 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.

17.0 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 the Appendix.

18.0 Pensions

The Society operates a contributory Pension Scheme and all Employees are strongly encouraged to join this Scheme. All permanent employees are eligible to join the scheme from the commencement of their employment.

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

19.0 Trade Union Procedural Agreement

Full details of the trade union facilities applicable to those covered by the Agreement can be found in the Appendix.

20.0 Disciplinary Procedures

The 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.

Without prejudice to the above, the procedure does not apply to:

termination during or at the end of a probationary period of service (including any extended probationary period of employment) - where a basic procedure in line with the statutory dismissal and disciplinary procedure will apply;
termination by mutual consent.

Full details of the disciplinary procedure can be found in the Appendix.

21.0 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.

Any grievance in relation to bullying and harassment, whistle blowing or inappropriate behaviour should be dealt with in conjunction with the 'Respect Works Policy'.

Full details of the grievance procedure can be found in the Appendix.

22.0 Security Procedures

Employees, their personal belongings and their vehicles will be subject to security procedures and in particular to searches.

Full details of the security procedures can be found in the Appendix.

23.0 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 for more than 5 weeks.

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

24.0 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 in the

Appendix.

25.0 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 in the Appendix.

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

26.0 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.

27.0 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 in the Appendix.

28.0 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 in the Appendix.

29.0 Attendance Management

The Society operates a specific policy on the management of attendance within Distribution Centre's and covers issues pertaining to frequent absenteeism and Long Term Sickness. This is detailed as attached in the Appendix.

30.0 Probationary Period

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

31.0 Anniversary

The Anniversary of this agreement is the 1st Sunday in February.

32.0 Termination

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

Signed for and on behalf of: -

	Food Retail Supply Chain	USDAW
Signature		
PRINT Name		
Date:		

PAGE 1

Lidia Warehouse & Clerical Agreement (2010) version 1.0

Updated: DRAFT v2 Jan 2011