

2019 Version 1.0

Co-op Logistics National Warehouse & Clerical Agreement

Agreement Between:-

Co-operative Group Limited

And

The Union of Shop, Distributive and Allied Workers

Scope

This agreement relates to the pay and Terms and Conditions of the following roles employed by the Co-operative Group Limited (Co-op) on or before 19 May 2019 and is effective from 2 May 2019:-

- Warehouse Operative
- Support Assistant
- De-Kit Operative
- In-bound Co-ordinator (Primary)
- Canteen Assistant

These terms and conditions apply at the following Distribution Centres:-

NDC (National Distribution Centre)	Coventry
CDC (Composite Distribution Centre)	Birtley Newhouse Andover Avonmouth Castlewood West Thurrock
LSC (Local Service Centre)	Plymouth Dalcross

Part A - Working with the Trade Union

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

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

Both the Co-op and Usdaw recognise that regular communications between the 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 Usdaw 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 dispute resolution procedure.

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

Role Profiles outline the requirements for each role outlined in the Scope section and can be found in Appendix 1. Colleagues may be required to carry out any of the roles covered by the agreement, as requested, to meet the needs of the operation.

2. Remuneration

All of the remuneration rates are outlined in **Appendix 2**.

Salaries are inclusive of:

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

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

3. Hours of Work

3.1 The following terms cover Warehouse and De-Kit Operatives.

- Colleagues are required to work according to a rota based on 37.5 hours per week or 1950 core hours per annum. These hours can be worked on any day of the week according to the rota agreed for the site and shift. Each shift will operate in accordance with the principles as outlined in Appendix 3 – Rota Process.

- 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.

Nights 22.00 – 06.00.

- This may change dependent on operational requirements.
- The appropriate pay as outlined in **Appendix 2** of this agreement is applicable for shift working.
- 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, which does not include 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 in response to changing business needs. Where changes to rotas are required, they will be completed in accordance with the rota process. Guidelines in respect of rota compilation and changes are detailed in Appendix 3 of this agreement.

3.2 The following terms cover Support Assistant, Inbound Co-ordinator and Canteen Assistant roles.

- The full time hours are 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 unpaid 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.

Nights 22.00 – 06.00.

The appropriate pay for these roles is outlined in **Appendix 2**. Start and finish times are agreed with the manager at the point employment commences and may vary up to two hours either side according to the needs of the business

- If requested, Support Assistants may voluntarily work beyond 37.5 hours in any week and additional hours will be paid at the appropriate overtime rate.

3.3 Additional Shifts

- From time to time, the Distribution Centre may have to respond to certain challenges that affect business continuity and service to stores e.g. sickness, absence, electricity failure, weather, supplier issues, seasonal volumes etc. To support in these circumstances, colleagues may be required to work 4 additional shifts across the calendar year.
- Additional shifts will be paid at basic pay plus appropriate shift premiums and overtime at 1.5.
- A minimum of 2 weeks' notice will, where reasonably practicable, be given to advise the colleague of the need to work an additional shift. However, in exceptional circumstances 48 hours' notice may be given.

- Any overtime worked on a voluntary basis is in addition to the compulsory additional shifts.
- Full details in relation to additional shift working can be found in **Appendix 4**.

3.4 Part Time Working

All employees working less than the 37.5 hour week will be regarded as part time workers. For the purposes of this Agreement, all entitlements are recorded as full time benefits.

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 overtime premium they must first complete 37.5 hours in that week. Hours worked up to 37.5 hours will be paid at basic rate plus applicable shift premium. Hours worked over 37.5 hours will attract overtime payments, if payable for that role.

4. Bank Holidays

All colleagues covered by this Agreement are entitled to not less than eight* bank holidays. Those days recognised are listed below and the applicable days to be recognised will be determined locally:

ENGLAND

1 st 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 th December	Christmas Day
26 th December	Boxing Day

SCOTLAND

1 st January	New Year's Day
2 nd January	
<i>Actual Date varies</i>	Good Friday
	Easter Monday
	Late Spring Bank Holiday
	August Bank Holiday
	November Bank Holiday
25 th December	Christmas Day
26 th December	Boxing Day

NORTHERN IRELAND

1 st January	New Year's Day
	Easter Monday

<i>Actual Date varies</i>	Easter Tuesday
	Early Spring Bank Holiday – May Day
12 th July	
13 th July	
25 th December	Christmas Day
26 th December	Boxing Day

*an additional days holiday is applicable at Birtley and Newhouse for colleagues covered by this agreement, which is over and above the eight recognised bank holidays.

All colleagues covered by this agreement will have their bank holidays included within their annual holiday entitlement. Bank holidays are considered to be a working day and colleagues may be rostered to work as normal. If a colleague wishes to take a Bank Holiday as a holiday, it should be requested in line with the normal procedure for booking holidays.

Christmas Day be a day's holiday and will be deducted from a colleagues leave allowance. This is in addition to two standard rest days for full time colleagues.

Colleagues can be asked to work up to six bank holidays within any one calendar year. Each of the six Bank Holidays is compensated by a double time payment that has been incorporated into the salary.

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.

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 date in agreement with management.

In the event of any colleague voluntarily working more than six bank holidays they will be compensated by a double time payment and a lieu day.

5. Annual Holidays

A normal holiday week for a full time colleague will be 37.5 hours. Any holiday period will be deducted from the total entitlement at the standard working day for that colleague (e.g. 7.5 hours for a full-time 5/7 colleague).

All employees covered by this Agreement are entitled to the following annual leave, based on a five-day working week (leave entitlements for eligible colleagues in Birtley and Newhouse are increased by 1 day/7.5 hours):

Length of Service	Days holiday Per annum	Bank holidays per annum	Total leave entitlement per annum(incl bank hols)
pro rata in the first holiday year	23 days	8	31 days (232.5 hrs)
after 2 years' service	25 days	8	32 days (247.5 hrs)
after 5 years' service	27 days	8	35 days (262.5 hrs)

after 15 years service	29 days	8	37 days (277.5 hrs)
------------------------	---------	---	---------------------

Annual holiday entitlements are inclusive of the eight bank holidays, 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 General Manager may authorise holidays to be carried forward.

If a colleague 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 colleague losing the holiday entitlement.

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

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

A 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.

In the event of any change to the way in which the Co-op is required to calculate holiday entitlement under the Working Time Regulations, this calculation will be amended in consultation with the trade unions.

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 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. Sickness Scheme

All colleagues who are unable to work because of illness are entitled, subject to the Logistics Sickness Absence Policy, to be paid Co-op Sick Pay for the following periods of sickness absence in any rolling 12 month period: -

Length of Service	Annual paid Sick Days	Annual Paid Sick hours
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

Contractual sick pay shall be calculated on basic salary, without any premiums related to the shifts not worked.

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

Sickness entitlement will be calculated on a rolling year basis, looking back from the start of a period of absence. If a colleague is absent on sick leave on the date that they achieve the length of service to increase their entitlement, their entitlement will increase when they return to work.

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.

The Co-op will operate an attendance management policy as outlined in the Logistics Sickness Absence Policy.

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 Co-op'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 shall 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 counted towards the colleague's entitlement to paid sickness absence for the purposes of this section of the agreement.

7. Security of Employment

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

8. Anniversary

The Anniversary of this agreement is the 1st February.

9. Termination

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

Part C - Additional Information

10. Uniform

Uniforms are issued to all colleagues as soon as reasonably possible in line with the online ordering process and thereafter are replaced according to individual Site policy.

11. Agency / Temporary Worker Policy

The Co-op 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.

12. Warehouse Management Systems.

The Co-op uses a Warehouse Management System to aid the order assembly, inventory control, receipt, transport and dispatch functions. It is a requirement for all colleagues to use associated technology such as voice recognition, scanning or other kit. In these circumstances, all kit will associated with the operation of Warehouse Management Systems will be personalised requiring individuals to take responsibility for the care and preservation of equipment.






It is a requirement for all colleagues who are issued with personalised equipment to return this to the Co-op at the end of employment. Failure to do this may render the colleague liable for the cost of the equipment and may be recovered from final pay.


There is an expectation that colleagues will sign for all equipment issued to them that is relevant to the operation of Warehouse Management Systems and will be responsible for it until it is returned.




13. 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.

Part D - Logistics Policies and Procedures

Policy/Procedure	Where to find it
Role Profiles	Appendix 1  Appendix 1 - Role Profiles.doc
Rates of Pay	Appendix 2  Appendix 2- NWCA Remunderation Rate
Rota Change Process	Appendix 3  Appendix 3- Rota Change Process.doc
Additional shift guidance	Appendix 4  Appendix 4 -NWCA - Additional Shift W
Security Policy	Appendix 5 – Under review – with TU  Appendix 5 - Security Procedures.

Policy/Procedure	Where to find it
Sickness Policy	 CRL Sickness Policy.doc New Policy being considered by the Policy Working Group

Absence Management Procedure	 Absence Management Procec New Policy being considered by the Policy Working Group
Learning and Development Training Policy	http://connect/corporate/Logistics_operating_mode/SOPs/Forms/WarehouseSupport.aspx  Learning and Development Trainir
Personal Protective Equipment – SOP	http://connect/corporate/Logistics_operating_mode/SOPs/Forms/WarehouseSupport.aspx  Logistics Personal Protective Equipmer
Disciplinary Policy	 Disciplinary Procedure.doc
Grievance Policy	 Grievance Procedure.doc
Drugs and Alcohol Testing Procedure	https://colleagues.coop.co.uk/logistics-drug-and-alcohol-testing-procedure
Improving Performance Procedure	http://theintranet.lb.live.co-op.local/Content/ContentPage.aspx?id=114025&eplanguage=en-GB  Logistics Improving Performance Procecd


Part E – Co-op Policies Applicable to Logistics Colleagues

Policy/Procedure	Where to find it
Drugs and Alcohol Policy	https://colleagues.coop.co.uk/drugs-policy
Drugs and Alcohol Testing Policy	https://colleagues.coop.co.uk/drugs-and-alcohol-testing-policy
Carers Policy	https://colleagues.coop.co.uk/carers-policy
Emergency Leave	https://colleagues.coop.co.uk/emergency-leave
Dental and Medical Appointment Policy	https://colleagues.coop.co.uk/medical-appointments
Maternity Leave;	https://colleagues.coop.co.uk/maternity-leave
Adoption Leave;	https://colleagues.coop.co.uk/adoption-leave
Paternity Leave;	https://colleagues.coop.co.uk/paternity-leave
Shared Parental Leave	https://colleagues.coop.co.uk/shared-parental-leave


	leave
Parental Leave;	https://colleagues.coop.co.uk/shared-parental-leave
Guide to Reasonable Adjustments	https://colleagues.coop.co.uk/reasonable-adjustments
Disability Redeployment Policy	https://colleagues.coop.co.uk/disability-redeployment-policy
Flexible Working Policy	https://colleagues.coop.co.uk/flexible-working-policy
There are a range of Policies that cover time off for public duties, jury service, volunteering, reserve armed forces	https://colleagues.coop.co.uk/public-duties-policy https://colleagues.coop.co.uk/jury-service-policy https://colleagues.coop.co.uk/reserve-forces-policy https://colleagues.coop.co.uk/volunteering-policy
Redundancy Policy.	http://theintranet.lb.live.co-op.local/Content/ContentPage.aspx?id=61308&epslanguage=en-GB  Coop Redundancy Agreement Jan 2019
Compassionate Leave	https://colleagues.coop.co.uk/compassionate-leave
Occupational Health	http://theintranet.lb.live.co-op.local/Content/ContentPage.aspx?id=91919&epslanguage=en-GB  Co-op Occupational Health
Health and Safety Policy	http://theintranet.lb.live.co-op.local/PageFiles/197688/Coop%20Group%20Safety%20Statement%20of%20Intent.pdf  Coop Health and Safety Policy.pdf
Health and Safety Framework	http://theintranet.lb.live.co-op.local/PageFiles/197200/Risk Health Safety Framework v16.pdf  Co op Health and Safety Framework.p
Bullying and Harassment/Respect Policy	https://colleagues.coop.co.uk/bullying-policy
Inclusion and Diversity Policy	https://colleagues.coop.co.uk/diversity-policy
Whistle Blowing	https://colleagues.coop.co.uk/whistleblowing-policy

Signed for and on behalf of:

The Co-op

Signature	
Print Name	Ian Gibb, Head of Logistics
Date	02 May 2019

Usdaw

Signature	
Print Name	John Gorle, National Officer, Usdaw
Date	02 May 2019

