

2019 Version 1.0

Co-op Transport Agreement

Agreement Between:-

Co-operative Group Limited

And

Unite, the Union

And

The Union of Shop, Distributive and Allied Workers

AMENDMENTS LOG

EDITION DATE	SECTION	COMMENTS	AUTH

Scope

This Co-operative Transport 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

The National Transport Agreement and the Co-operative Transport Agreement represent a single bargaining unit for each trade union. The Co-op, Unite and Usdaw are committed to a single negotiating structure for colleagues within Transport, regardless of which agreement their terms are governed by. The parties will aim to present a single option in any negotiations, but will acknowledge where the impact of any negotiations may be different for colleagues dependent upon the agreement covering their terms.

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 the Co-op remains a leader in the UK Convenience Market.

The Logistics ER Framework [LINK] 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 the Co-op and the trade unions 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 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 1**.

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

Relevant role profiles are included in **Appendix 2**. Drivers will only carry out designated driver's duties as per the job profile. They will not be asked to carry out Warehouse duties.

2. Remuneration

All of the remuneration rates are outlined in **Appendix 3**, which shall be updated following each salary review.

Pay is inclusive of:

- Basic pay
- Shift Premium (where appropriate)
- 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 installments of 13 four weekly periods.

Shift Premiums will be paid for any hours worked between 19.00 and 03.00. Weekend Premiums will be paid for any hours worked between 00.00 Saturday and 23.59 Sunday. Hours worked between 19.00 and 03.00 on a weekend shall attract both premiums.

3. Hours of Work

The Co-op contract is based on 40 hours per week across 5 days. Colleagues contracted to work less than 40 hours per week will be part-time and their entitlements under this agreement will be pro-rata to the full time contract.

Hours worked are averaged over a 17-week period in line with the driver's working time rules. Over that 17 week period, colleagues will work no more than 680 hours as defined in driver's working time rules. 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 driver's working time rules for the 17-week period.

Working hours will be reconciled at the end of each week. When the total hours worked by a colleague exceeds 40 hours, the extra hours will be paid at single time, plus the appropriate premiums.

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

- Colleagues will be expected to work the agreed rota.
- The rota will include a 2 hour start window and a working day of not less than 8 hours. The shift start time will be confirmed at least the day before and as early as possible. The start time for consecutive working days will not move by more than 1 hour.
- The planned route time for any colleague will not exceed 12 hours per day. The exception to this would be recognised routes which may take a maximum of 14 hours.
- If the actual time to complete the planned route exceeds 12 hours, drivers are required to complete their work as long as they will remain within their daily or weekly working limits.
- Rotas will be produced so that the total shifts worked over a 17-week period do not exceed the maximum provided for in the driver's working time rules. If at any time there are significant discrepancies between the planned route time and the time consistently taken to complete a route, depot management will investigate and, where appropriate, recommend changes to the planning settings.
- Where it is evident that a colleague may exceed the maximum number of working time directive hours within the 17-week period, paid time off will be given in order to bring the number of hours down to the working time directive limit.

Working day

- The minimum working day will be a guaranteed 8 hours.
- Planned route time is confirmed in the drivers' rota.
- Breaks are not paid. 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 shift may be asked to complete another run.
- The driver will notify the depot of any delays during any run at the earliest possible opportunity, when safe and practical to do so.
- 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 appropriate 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 colleague 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 colleague's working time then the colleague should be sent home. It is not acceptable to keep colleagues 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 colleague wishes to do so, and where it is legally permissible, they 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 and any appropriate premiums.
- There will be no overtime premium.
- Colleagues will not be obliged to work on any of their designated rest days however they may volunteer to do so.

4. Working Rotas.

The agreed rota will determine drivers working patterns, in line with the shift and average hours they are 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 4**.

5. Bank Holidays

All colleagues covered by this agreement have 8 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. No additional premiums are payable.

Bank holidays are included in the annual leave allowance. 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.

6. Annual Holidays

All colleagues covered by this Agreement are entitled to holiday entitlement (inclusive of bank holidays) as set out in the table below. The entitlement is based on a working week of 40 hours across 5 days. Colleagues working other shift patterns will have a pro rata entitlement based on their contracted hours and length of service:

Number of Years Service	Total Holiday Entitlement in days (inclusive of bank holidays)	Holiday Hours based on 40 hour contract
In First 2 years' Service	30	240
After 2 years' Service	32	256
After 5 years' Service	34	272
After 15 years' Service	36	288

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

Where a colleague takes a full holiday week, the deduction from their annual leave entitlement will be based on the colleague's weekly contracted hours. For single day absences, the number of hours deducted from the annual entitlement will be the colleague's weekly contracted hours divided by the number of contracted days.

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 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 a colleague scheduled to work and automatically deducted from the annual holiday entitlement. This would normally happen on public holidays such as Christmas day, or in the event of planned closures.

The table below provides a broad indication of the amount of holiday that colleagues should aim to take in each period. Depots will review holiday usage against these principles to ensure that holiday is taken by colleagues and there is no congestion at the end of the holiday year.

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

A colleague leaving the Co-op will receive payment in lieu of any holidays accrued but untaken. The Co-op will make the appropriate deductions for any holidays taken in excess of the amount accrued.

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; or
- 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 31st 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 entitled, subject to the Logistics Absence Policy, to be paid sick pay for the following periods of sickness absence in any rolling 12 month period based on a 40 hour per week contract (pro-rata for part-time hours): -

Length of service	Hours
Less than 6 months	0
Less than 6 months (in event of an accident at work—3 day waiting does not apply here)	40
6 Months but less than 2 years	120
2 years but less than 5 years	240
5 years but less than 8 years	480
8 years but less than 10 years	600
10 years but less than 15 years	800
15 years plus	1200

Length of service is calculated at the beginning of any period of absence. Any SSP entitlement will count towards the amount of contractual sick pay. 3 waiting days, when no contractual sick pay will be paid, and normal SSP rules will apply to any absence in the first 6 months of employment. After 6 months, the first occasion of any absence in a rolling 12 month period will be paid from day 1. Any subsequent absences in the rolling 12 months will have 3 waiting days applied.

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: -

1. Participation in war, riot or civil commotion
2. Participation in a strike or other industrial action whether official or unofficial
3. Participation in professional / extreme sports or games
4. Any paid occupation other than with the Co-op
5. Incapacity during holiday periods for which the employee received holiday pay. *

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

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

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

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

The Co-op may require a colleague on sick leave, or who has a pattern of absences, to undergo medical examinations by a doctor nominated by the Co-op.

Contractual sick pay shall be calculated based upon basic salary, without any premiums related to the shifts not worked. The Co-op shall be entitled to deduct from sickness payments any 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 e.g. union fees, cycle to work or credit union payments etc.

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

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;

- 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.

8. Discipline and Grievance Procedures

The Discipline procedure is outlined in **appendix 5** and the Grievance procedure is outlined in **appendix 6**.

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. 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

11. 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 dependent upon management approval.

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

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

12. Agency / Temporary Worker Policy

The Co-op and the 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.

13. 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, Driver digital card and CPC card renewal costs but not where there is loss or damage of cards.

14. 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.

15. Uniform

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

16. Medical Termination Payments

The provisions of **appendix 7** 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	Attachments
Night-time Derogation	Appendix 1
Role Profiles	Appendix 2
Rates of Pay	Appendix 3
Rota Change Process	Appendix 4
Disciplinary Procedure	Appendix 5
Grievance Procedure	Appendix 6
Medical Termination	Appendix 7


Policy/Procedure	Where to find it
Sickness Absence Policy	Currently under development – current wording remains within NTA at present
Personal Protective Equipment – SOP	http://connect/corporate/Logistics_operating_model/SOPs/Forms/WarehouseSupport.aspx
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&epslanguage=en-GB

Part E – Co-op Policies Applicable to Logistics Colleagues

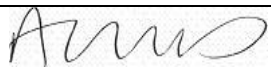
Policy/Procedure	Where to find it
Drugs and Alcohol Policy	https://colleagues.coop.co.uk/drugs-policy
Drugs and Alcohol Testing Policy	https://colleagues.coop.co.uk/drugs-and-alcohol-testing-policy
Carers Policy	https://colleagues.coop.co.uk/carers-policy
Emergency Leave	https://colleagues.coop.co.uk/emergency-leave
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
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
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
Health and Safety Policy	http://theintranet.lb.live.co-op.local/PageFiles/197688/Coop%20Group%20Safety%20Statement%20of%20Intent.pdf
Health and Safety Framework	http://theintranet.lb.live.co-op.local/PageFiles/197200/Risk_Health_Safety_Framework_v16.pdf
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

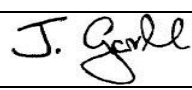
The Co-op

Signature	
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Date	07 August 2019

Unite, the Union

Signature	
Print Name	Adrian Jones, National Officer, Unite
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