

2019 Version 1.0

# **Co-op Warehouse 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 employment for the following roles employed by Co-operative Group Limited (Co-op) on or after 20 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:-

- Coventry
- Birtley
- Newhouse
- Andover
- Avonmouth
- Castlewood
- West Thurrock
- Plymouth
- Dalcross

Colleagues employed at these sites before 20 May 2019 were engaged on the National Warehouse and Clerical Agreement (unless legacy arrangements were maintained e.g. Ex-Portbury). The National Warehouse and Clerical Agreement and Co-op Warehouse Agreement represent a single bargaining unit for Usdaw. The Co-op and Usdaw are committed to a single negotiating structure for colleagues covered by the two agreements, regardless of which agreement their terms are governed by.

### **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 resolution of disputes 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**

Relevant role profiles are included in Appendix 1. Colleagues may be required to carry out any of the roles covered by the agreement, as requested, to support the operation.

## **2. Remuneration**

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

Pay may include:

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

Colleagues will be paid every 4 weeks:

- Back Shift Premiums will be paid for any hours worked between 18.00 and 22.00.
- Night Shift Premiums will be paid for any hours worked between 22.00 and 06.00.
- Weekend Premiums will be paid for any hours worked between 00.00 Saturday and 23.59 Sunday.
- Hours worked between 18:00 and 06:00 on a weekend shall attract both the shift and weekend premium.

## **3. Hours of Work**

The Co-op contract is based on 37.5 hours per week. Colleagues contracted to work less than 37.5 hours per week will be part-time and their entitlements under this agreement will be pro-rata to the full time contract.

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. The hours may be assigned on any day of the working week, which runs from Sunday to Saturday.
- Each shift will operate in accordance with the principles as outlined in Appendix 3 – Rota Process.
- The minimum working day will be 7.5 hours, which does not include one 30 minute unpaid break.
- The working week is generally based on 37.5 hours per week divided into 5 days of 7.5 hours. If required at a particular site, there may be a 4 day working week based on 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 colleagues operating under this arrangement will be advised of their working rota at least 4 -6 weeks in advance.
- Rotas will be reviewed by the Co-op and Usdaw to ensure that they continue to meet any 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 Assistants, Inbound Co-ordinator and Canteen Assistant roles.

- The working week is generally based on 37.5 hours per week divided into 5 days of 7.5 hours. Weekly and daily absence will be recorded against these hours.
- The hours may be assigned on any day of the working week, which runs from Sunday to Saturday
- The working day will either start at 08.30 and finish at 16.30, where no shift premiums will apply, or may be allocated at different hours with the appropriate premiums applying.
- The appropriate remuneration as outlined in **Appendix 2** 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
- If requested, Support Assistants may voluntarily work more than 37.5 hours in any week and additional hours will be paid at the appropriate overtime rate.

### 3.3 Additional Shifts

- The requirements of the logistics network change over time. It is recognised that seasonal fluctuations will impact the operation. On occasion, issues arise which affect business continuity or service to stores like sickness absence, supplier issues or machinery faults. To support in these circumstances, colleagues can be required to work 8 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 colleagues working fewer than 37.5 hours per 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.

A part time worker must work 37.5 hours in that week before any overtime premium is paid. Hours worked over the contracted hours and up to 37.5 hours will be paid at basic rate plus applicable shift premium, and those worked over 37.5 hours will attract overtime payments, if payable for that role.

#### **4. Bank holidays**

All colleagues covered by this agreement have their Bank Holiday entitlement 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 will always be a day's holiday and will automatically be deducted from a colleague's leave allowance. This is in addition to the two standard rest days in that week for full time colleagues.

#### **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 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 37.5 hours across 5 days. Colleagues working other shift patterns will have their holiday entitlement calculated pro rata to the annual hours figure, based on their contracted hours and length of service:

Length of Service	Total leave entitlement per annum (inclusive of bank holidays)
pro rata in the first holiday year	31 days (232.5 hrs)
after 2 years' service	33 days (247.5 hrs)
after 5 years' service	35 days (262.5 hrs)
after 15 years' service	37 days (277.5 hrs)

Annual holiday entitlements are inclusive of the eight bank holidays, as detailed above

In all cases the holiday year will run from 1 April to the 31 March.

All holidays should be taken within the appropriate holiday year and cannot be carried forward from one year to the next. 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.

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.

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

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.
- 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 31<sup>st</sup> 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 sick pay for the following periods of sickness absence in any rolling 12 month period based on a 37.5 hour working week (pro-rata for working patterns): -

<b>Length of Service</b>	<b>Annual paid Sick Days</b>	<b>Annual Paid Sick hours</b>
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

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.

Any colleague incapable of working due to sickness or accident must comply with the notification requirements in the absence policy. Unless there are exceptional circumstances, company sick pay will not be paid for any day where notification requirements are not met.

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 on 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 behalf 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.

In cases where a colleague 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. Termination**

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

## **Part C - Additional Information**

### **9. Time off for medical appointments**

Paid time off 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 outside of working hours in order to minimise the absence from work.

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

### **10. Agency / Temporary Worker Policy**

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

### **11. 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 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.






### **12. 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.





### 13. Uniform

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

#### Part D - Logistics Policies and Procedures





Appendix	Where to find it
Role Profiles	Appendix 1  Appendix 1 - Role Profiles.doc
Rates of Pay	Appendix 2  Appendix 2 - CWA Rumuneration Rates
Rota Change Process	Appendix 3  Appendix 3- Rota Change Process.doc
Additional shift guidance	Appendix 4 -  Appendix 4 - CWA - Additional Shift Wo
Security Procedures	Appendix 5 - currently 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	<a href="http://connect/corporate/Logistics_operating_mode/SOPs/Forms/WarehouseSupport.aspx">http://connect/corporate/Logistics_operating_mode/SOPs/Forms/WarehouseSupport.aspx</a>  Learning and Development Trainir

Personal Protective Equipment – SOP	<a href="http://connect/corporate/Logistics_operating_mode/SOPs/Forms/WarehouseSupport.aspx">http://connect/corporate/Logistics_operating_mode/SOPs/Forms/WarehouseSupport.aspx</a>  Logistics Personal Protective Equipmer
Disciplinary Policy	 Disciplinary Procedure.doc
Grievance Policy	 Grievance Procedure.doc
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>
Improving Performance Procedure	<a href="http://theintranet.lb.live.co-op.local/Content/ContentPage.aspx?id=114025&amp;pslanguage=en-GB">http://theintranet.lb.live.co-op.local/Content/ContentPage.aspx?id=114025&amp;pslanguage=en-GB</a>  Logistics Improving Performance Proced


## 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>  Coop Redundancy Agreement Jan 2019
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>  Co-op Occupational Health
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>  Coop Health and Safety Policy.pdf
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>  Co op Health and Safety Framework.pdf
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**

<b>Signature</b>	
<b>Print Name</b>	Ian Gibb, Head of Logistics
<b>Date</b>	02 May 2019

**Usdaw**

<b>Signature</b>	
<b>Print Name</b>	John Gorle, National Officer, Usdaw
<b>Date</b>	02 May 2019