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Co-operative Retail Logistics
National Supervisory Agreement

Agreement Between:-

The Co-operative Group Retail Logistics Division (CRL)

And

The Union of Shop, Distributive and Allied Workers

Issued By: The Human Resources Department
Co-op Retail Logistics
October 2007

1. Scope of Agreement

This Agreement relates to the wage rates and terms and conditions of employment of Supervisors by Co-operative Retail Logistics (CRL) Group at the following Units: -

Scotland/N.I.	North East	Midlands	South
Carrickfergus	Birtley	Alfreton	Chelston
Cumbernauld	Blaydon	Coventry	Peterborough
Harthill		Halesowen	Thetford
Inverness		Nottingham	Fareham
		Ossett	
		Eccleshall	

Not covered by this agreement are Team Leaders at West Thurrock, Plymouth and Supervisors/Clerical support staff based within the Head Office function at Birtley or who report into a Head Office support function.

2. Contract Types and Remuneration

The anniversary date of this agreement will be 1st Sunday in May.

Salaries are inclusive of:

- Basic pay
- Shift Allowances
- 5 Bank Holidays

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

The salary applicable to the employee will be dependant upon the shift that the employee is employed to work.

Contracted hours of work and shift pattern are all specific to the employees contract and must be stipulated as part of the offer of employment. Any subsequent changes will be regarded as a change to contractual terms and should be handled in accordance with current employment legislation.

3. Hours of Work

The basic weekly contracted hours of work will be 39 for full-time employees.

These hours can be worked on any days of the week according to the rota agreed for the specific unit, department and/or shift. For the purposes of complying with legislative requirements hours will be monitored on a weekly basis.

Where major changes to rotas are required, supervisors will be an integral part of the process in formulating and agreeing the rota patterns.

It may be necessary for Supervisors to work additional hours to complete their normal duties or to support the Distribution Centre in certain situations. Where it is necessary to work an additional shift, time off in lieu will be given equivalent to

the number of hours worked. In normal circumstances, the time should be taken within a 17-week period following the additional shift being work.

Where additional shift working exceeds 5 shifts during the year (January to December) the employee will have the option of requesting either time off in lieu for the shift or a fixed payment. The fixed payment will be as outlined in the additional shift fixed payment schedule. **Refer to Appendix 1.**

When a Supervisor is required to work an additional shift a minimum of 24 hours notice will be given unless an alternative arrangement is in place between the individual supervisor and their manager.

All additional shift working must be pre-authorized by the Distribution Centre Manager (or deputy in their absence).

When a Supervisor is required to work on an alternative shift pattern and the reason for the change is pre-planned i.e. to cover holidays or long term sickness then a minimum of 1 weeks notice will be given unless an alternative arrangement is in place between the individual supervisor and their manager. Where the reason for cover is not pre-planned i.e. short term absence then a reasonable amount of notice will be given so the individual has the opportunity to make arrangements to change their shift pattern.

When work is performed outside of the normal shift pattern, the appropriate shift premium for that shift will be paid where a higher rate is applicable. Where a lower premium applies the Employee will suffer no loss.

As part of its legislative responsibilities and its duty of care to its employees the Society undertakes to monitor and analyse hours of work to ensure consistency and fairness on a period basis.

Supervisors will carry out designated duties as per the job profile. They may also be asked to carry out any other reasonable duties as requested by a member of the Senior Management Team. Appropriate training will be delivered to ensure competence to undertake required duties.

4. Statutory & Customary Holidays

All employees covered by this Agreement will be eligible to not less than eight statutory or customary holidays from the list shown below: -

Christmas Day	Boxing Day
New Year's Day	January 2 nd (Scotland/Birtley & Blaydon)*
Good Friday	
Easter Monday	Spring Bank
Easter Tuesday	May Day
Glasgow Fair (Scotland)	Late Summer
Summer Bank Holiday x2 (N. Ireland)	

* In order to protect existing rights.

The nomination of the eight Customary Holidays will be by joint Agreement between the Unit Management and local Trade Union Officials.

Employees can be asked to work up to five customary or statutory holidays within any one calendar year. Christmas Day will only be worked by supervisors on a voluntary basis but if worked will count as one of the five.

Each of the five Bank Holidays is compensated by a payment that has been incorporated into the salary.

For each Bank Holiday that is actually worked a lieu day will be given which, in normal circumstances, should be taken within a 17-week period following the Bank Holiday that has been worked. Where it can be accommodated within the operation a lieu day may be linked to a weekend rest day. Any exceptions should be agreed locally.

The value of a lieu day will be determined by the shift length of the day to be taken off, however the day off will not be less than ½ shift.

In the event of any employee voluntarily working more than five Bank Holidays during the year January to December, they will be compensated by either 2 lieu days or a lieu day and single time payment.

5. Annual Holidays

A normal holiday week will be deemed to be 5 days. For an employee on a 39 hour contract, a day will be deemed to be equivalent to 7.8 hours (1/5th of a week). Holiday entitlement for part-time Supervisors is calculated on a pro rata basis.

Length of service	5 day worker (No.of days)
0 – 2 years	21
2 – 4 years	23
4 – 5 years	24
5 – 10 years	25
10 – 15 years	26
15 – 20 years	27
20 years or more	28

*Protection under this agreement will be given for employees who have a greater holiday entitlement than above.

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

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 Regional Operations Manager may authorise holidays to a maximum of 5 days be carried forward.

All holiday dates shall be mutually agreed between manager and employee.

All employees shall be allowed at least one week's continuous holiday during the year.

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 should be taken in accordance with the following table: -

		4 Week profile	5 Week profile
April		April	
May		May	} 1 or 2*
June	} 2	June	
July			
August		July	
September		Aug	} 1 or 2*
		Sep	
October			
November	} 1	Oct	
December		Nov	} 1
		Dec	
January			
February	} 1	Jan	
March		Feb	} 1
		Mar	

* These blockings are optional for 5-Week entitlement holders.

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 current contractual earnings.

Holidays will not be allocated but will be offered to Supervisory employees on a ‘first come first served’ basis and in line with commercial requirements.

6. Sickness Scheme

Any employee incapable of working due to sickness or accident must ensure they comply with all of the procedures defined within the Co-operative Retail Logistics Absence Management Procedure. Unless there are exceptional circumstances failure to do so may lead to the non-receipt of pay for that day.

Payment of sick pay and/or statutory sick pay will be made only where such procedures have been followed:

A copy of employees responsibilities are contained in **Appendix 1**.

The Society may require an employee claiming sick pay to undergo medical examinations by a doctor nominated by the Society, but in this event the fee for such examination will be paid by the Society.

Employees unable to work because of any incapacity covered by this scheme shall receive from the Society by way of sick pay their Contractual Pay.

The Society shall be entitled to deduct from sickness payments any employee contributions to the Co-operative Group Employees Pension and Death

Benefit Scheme. They will also be entitled to deduct any 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.

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.

Entitlement

Where an employee has completed 12 month or more continuous service, subject to the Society's absolute discretion, which shall not be unreasonably withheld and the employee's compliance with all procedures they may receive Society Sick Pay up to a maximum as outlined below. This entitlement relates to any rolling 12-month period. It is intended to complement Statutory Sick Pay (SSP). For employees who qualify for SSP, Co-operative Sick Pay is paid in addition to SSP up to the normal contractual basic wage.

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>Service</u>	<u>Sickness Absence Weeks</u>
Less than 6 months (only in event of an accident at work)	1
1 year but less than 2	1
2 years but less than 5	6
5 years but less than 6	12
6 years but less than 7	13
7 years but less than 8	18
8 years but less than 9	22
9 years but less than 10	26
10 years or more	30

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

Individual entitlement is uprated on the anniversary of the employee's start date. If, however, an employee is absent due to sickness on the anniversary the new entitlement will not apply until the first day of the return to work.

In all cases where the entitlement has been exhausted a minimum of 13 weeks' active employment must elapse before any further claim can be made.

Where there is a marked and sustained increase in absenteeism by any individual employee then the Society, in consultation with the trade union, may take the following action;

- Introduce three waiting days (regardless of hours) where payment will not be made

- Request the production of a medical certificate before any payment is made regardless of the length of absence.
- Withdraw that individual employee 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.

Termination of the Agreement

Membership of the scheme will automatically terminate as follows: -

- Upon the termination of the scheme,
- Upon an employee leaving the Society's employment
- Upon an employee reaching his or her normal retirement age,
- If an employee makes willful or fraudulent misrepresentations in order to claim sick pay.

Amount of Co-operative Sick Pay

Employees will receive the equivalent to their normal contractual basic pay for any period of sickness absence, taking into consideration their own individual entitlement.

Sick Pay and Public Holidays

When a public holiday falls within a period of approved sickness absence the employee will receive a lieu-day for the public holiday. The public holiday will be classified as sickness absence for the purposes of Co-operative Sick Pay and as one continuous sickness period.

Compulsory Absence

Where an employee is compelled by a medical authority to be absent from work following contact with a notifiable disease, such absence shall be classed as special leave with contractual basic pay, rather than sickness absence. If any benefits are paid under any statutory or local authority regulations, the Society shall pay the amount necessary to make up the normal contractual wage.

Repayment of Co-operative Sick Pay

All non-statutory payments paid to the employee during absence due to sickness or injury will be treated as a loan by the Society if compensation is subsequently recovered by the employee from a third party (including private insurance). It is a condition of the Society's contractual sick pay scheme that any payments made under the scheme are repaid to the Society in full if compensation is recovered from a third party. The Society reserves the right to deduct the amount of any such monies paid to the employee and subsequently recovered from a third party from the employee's ongoing salary payments. The amount of any repayment to the Society required in those

circumstances will be determined by the Society but will not exceed the actual damages recovered or the part thereof identified as loss of earnings.

7. Time Off for Medical Appointments.

Time off with contractual pay would normally be allowed for an employee to attend optical, hospital and other medical appointments. Proper evidence will be required to substantiate the veracity of appointments and payment will be discretionary and dependant upon Management approval.

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

8. Bereavements.

The Society understands the need for help and support in the event of death of a close member of your family.

Necessary absence will be treated sympathetically and up to 39 hours will be payable.

Time off with contractual pay would normally be allowed for the attendance at funerals of close relatives. In all cases prior permission, which will not be unreasonably withheld, must be obtained from the employee's manager.

"Close relative" cannot be defined so as to meet all circumstances, and Management discretion will need to be applied.

Should any difficulty be experienced, or advice be needed on this matter, you should contact the Regional Human Resources Officer/Business Partner immediately. Your Manager will supply you with a telephone number.

9. Paternity Leave.

All employees, irrespective of length of service, are entitled to three days paid paternity leave (CPP).

If your baby is born on or after 6 April 2003, or is due to be born on or after that date, you may be entitled to two weeks paternity leave (3 days CPP included within this), dependent on your length of service. To qualify for the new leave arrangements, you must have completed 26 weeks with the Group before the end of the 15th week before the date the baby is due.

You can only take one period of paternity leave, even if more than one child is born as a result of the same pregnancy.

Your entitlement to paternity leave can be taken in addition to parental leave.

The qualifying service for paternity leave and paternity pay associated with adoption is 26 weeks, ending with the week when you were notified of the placement. In addition, the placement must be due on or after 6 April 2003. You will need to show the notification of placement documentation to your manager.

Both male and female employees can take paternity leave arising from adoption.

You should raise any questions with your manager or your human resources department.

Further information, including a reckoner which calculates statutory entitlements under the new arrangements, can be found on the employment area of the DTI website at www.tiger.gov.uk

This site should be used for guidance only and you should remember that the Society's provisions exceed these standard requirements.

10. 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.

11. 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. 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.
2. 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 noticeboards in each location. **Refer to Appendix 3.**

13. Personal Protective Equipment / Uniform

Employees 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 wear the PPE/Uniform issued 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.

14. 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 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. **Refer to Appendix 4.**

15. Pensions

PACE is the pension scheme provided for employees of the Co-operative Group (CWS) Limited. PACE is a career average revalued earnings' scheme. Benefits are linked to your average pensionable earnings revalued over your period of membership.

As an employee of the Co-operative Group you can apply to join PACE when you have completed 3 months' continuous employment with the Society. There are certain circumstances under which the Group and the Trustees can impose special terms. Please contact the Group Pensions team if you require further information.

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

16. Trade Union Procedural Agreement

Union Representation

- 1.1 Employees will be represented by Shop Steward(s) elected in accordance with Union rules. Normally Shop Stewards will not act outside the area they are elected to represent but, if necessary, can act on behalf of other constituencies within the Unit.
- 1.2 The Union will notify the Unit Manager of the Shop Stewards duly elected.
- 1.3 In full consultation with the Trade Union Full Time Officer the Society has the right to question the nomination of any individual for Union duties. Ultimately, they may veto appointments as deemed appropriate.
- 1.4 The National Negotiating Committee will be jointly chaired by a Human Resources Business Partner from Retail Logistics and the National Officers of USDAW. The National Negotiating Committee will consist of 2 representatives from each region. Initially the appointment will be for a 2-year period within eligibility for re-election. NNC representatives will be elected by the local members in each region. The representative's duties will be restricted to negotiations on the NNC on the terms of the agreement where they will represent the views of the local stewards in their area.
- 1.5 The Society agrees to a meeting of the union representatives on the National Negotiating Committee to review the annual pay claim.
- 1.6 The joint National Negotiating Committee will meet at least once a year and on other occasions as deemed appropriate.
- 1.7 USDAW will appoint a National Shop Steward who will represent his /her union on all matters pertaining to the application of this agreement. They will also consult on any issues pertaining to the terms and conditions of all employees subject to this agreement. The representative will carry out his/her duties on a part time basis as agreed between the National Officers and the Society. The National Steward will also have an elected deputy for periods of holiday or absence.

Facilities for Shop Stewards

Shop Stewards will be granted reasonable facilities for carrying out union duties and will be paid contractual earnings for agreed time spent on such duties. Guidance on the definition of the facilities is given in the ACAS Code of Practice. *

The spirit and intent of this clause is that there should be 'no gain or loss' to the individual.

The Society will provide facilities such as travel, stationary and phone for the National Stewards as deemed appropriate. They will normally be required to carry out the duties of a National Steward for 2-3 days a week.

Facilities for Union Meetings

Subject to the prior agreement of management, meetings of Union members on Society premises when required will be permitted. Management permission must first be obtained and these arrangements will be subject to the operational requirements of the Unit.

Noticeboards

Management will allow accredited Stewards or Trade Union Officials the facility of the Notice Board to display notices relating to official Union business. Such notices must first be submitted to, and approved by, the Unit Manager. Such approval will not be withheld for genuine trade union notices.

17. 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. The full procedure is laid out in the Co-operative Retail Logistics Grievance Procedure. **Refer to Appendix 5.**

18. 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. The full procedure is laid out in the Co-operative Retail Logistics Disciplinary Procedure. **Refer to Appendix 6.**

19. Security Procedures.

The following procedure must be followed when searches are carried out at Distribution Units.

Principles

- The person normally conducting the search will be a member of Unit Management or the Co-operative Group Security staff although any other person may be nominated by the Distribution Manager in agreement with the Regional Security Officer and a local Trade Union representative.
- Searches must be conducted in a manner, which recognises the rights and dignity of the person concerned.
- A person selected for a personal search should always be informed of the alternatives available to him/her which are as follows:-
 - i) He/she may agree to be searched by the person undertaking the search in accordance with this procedure.
 - ii) He/she may request that his/her Trade Union representative or, if available, any other person nominated by him/her who is available at the time on the Society premises should accompany him/her.
 - iii) He/she may refuse to be searched in which case he/she should be informed that he/she is in breach of the Contract of

Employment and the Agreement between the Society and USDAW and that the facts will be reported and action taken on this basis. The employee should be warned that they may be liable to dismissal.

- The point of search should be located near a convenient exit, which is used by the personnel concerned, and wherever possible this should not be in public view.
- Every effort should be made to cover as many people as possible without causing any unacceptable delay.
- The selection of the personnel to be searched should be seen as being a random selection.
- The person undertaking the search should be accompanied by a senior member of management or nominee.
- In the event of any search revealing nothing the employee(s) should be thanked for their co-operation and be allowed to leave as quickly as possible.
- Records of the searches undertaken and the results must be maintained. The records should show name, date, location, person carrying out search. Employee requested to sign to confirm that the search has been carried out in a proper manner. The result of the search should be recorded and witnesses should also sign to confirm this.
- Employees should themselves remove the contents of their pockets, bags, vehicles, etc and should not permit anyone to do this for them.
- If any employee's money or goods are retained by the Society at the Society's request, a receipt for the exact items should be given to the employee.

Procedures

Personal Search

- Where an employee has been asked to submit to a search he/she will be taken to a room giving privacy.
- The employee must be told of the alternatives available to him/her under 2.3 of this Procedure. If he/she asks to have a Trade Union representative or other person available to accompany him/her, arrangements should be made accordingly.
- The employee should be asked if he/she has any Society property to declare. If the answer is yes, the property should be produced and identified with a distinguishing mark. The employee should be asked to sign or initial it.
- If, during the course of the search, the employee denies having any Society property, he/she should be asked to empty bags, pockets, parcels, packets, etc.

- If Society property is found to which the employee has no right, he/she should be told that he/she will be detained whilst Management and Police are informed.
- During a personal search employees may be asked to remove outdoor coats and jackets. Any remaining pockets or places where goods may be concealed may be checked by the person undertaking the search.
- During a personal search no female may be touched by a male employee nor must any request be made to remove any article of clothing other than outerwear and jackets whilst a male is present. Similarly no male will be touched by any female employee during the act of the search nor must any male be asked to remove any article of clothing other than outerwear and jackets whilst a female is present.

Bag Search

- This type of search includes bags, parcels, packets and any other items carried by or visible on the person of any employee. It also includes visual search: i.e. bulky clothing, signs of objects in pockets, etc.
- This search can be undertaken at the normal exit and can include all or a majority of staff leaving the building.
- Staff should be informed that a general bag search is being undertaken. They should be asked to open bags and parcels they are carrying.
- A visual check should be made of the contents of the employees. If there appears reason to make further enquiries, the employee should be informed that he/she should accompany the person making the search to a private room. The personal search procedure should then be carried out in accordance with Section 3.1 above.

Car Search

- This search applies only to vehicles, which have been parked within the perimeter of Society premises. The search should be undertaken at a convenient point on the Society premises.
- Vehicles leaving the Society premises should be stopped on a random basis.
- The employee should be asked whether he/she is willing to have his/her car searched. He/she should also be asked whether he/she wishes to have present a Trade Union representative or other person who is available. If the driver refuses, he/she must be informed that he/she is in breach of his/her Contract of Employment and the Agreement between the Society and USDAW: that the facts will be reported and action taken on this basis. The employee should be warned that they may be liable to dismissal.
- The employee should be asked if he/she has any Society property to declare. (If the answer is yes, the property should be produced and identified with a distinguishing mark. The employee should be asked to sign or initial it)

- A visual check should be made of the inside of the vehicle. Vehicles will be inspected as thoroughly as is necessary to establish whether any unauthorised Society property is being carried e.g. boot, spare wheel, interior, engine compartment. The employee should be asked to open the boot and to accompany the person undertaking the search. A visual check should be made of its contents. If property (e.g. the spare wheel cover) has to be removed for a fuller inspection, the employee should be asked to do it.
- If Society property is found to which the employee has no right, he/she should be told that he/she will be detained whilst management and Police are informed.

20. 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.

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

Further details are outlined in the Co-operative Retail Logistics Absence Management Procedure – appendix 2.

21. Diversity in the Workplace

The Society believes that people are its key resource and the 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. **Refer to Appendix 7.**

26. Mutual Respect/Communications Strategy

The Society delivers communications training to ALL employees as an integral part of Training Policy. Mutual respect and active listening are ‘corner stones’ of our People Policies.

The Society has a written policy governing Code of Conduct, which includes methods of redress outwith the Grievance procedures. A copy of this code of conduct can be found on notice boards at all sites. **Refer to Appendix 8.**

27. 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.

28. Violence at Work

The Society operates a specific policy aimed at eradicating Violence in the Workplace. This policy is posted on notice boards at all Units. **Refer to Appendix 9.**

29. Bullying and Harassment

The Society operates a specific policy aimed at eradicating Bullying and Harassment. This policy is posted on notice boards at all Units. **Refer to Appendix 10.**

30. Terms and Conditions – Anniversary Date

The Anniversary of this agreement will be the first Sunday in May.

31. Termination of the Agreement

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

Signed for and on behalf of: -

The Co-operative Group

USDAW

Signature _____ Date:

PRINT Name