



Tesco Stores – General Guidelines To Your Terms and Conditions of Employment

Mandate Trade Union is a progressive Trade Union and has a long tradition in campaigning for Workers rights. In 1994 Mandate was formed through an amalgamation of the Drapers and Bar & Grocers trade Unions. Mandate is one of the largest private sector Trade Unions in Ireland. Your Union has a long proud tradition of campaigning progressively for Women's rights and equal pay in the early part of the 20th Century, as well more recently campaigning for the smoking ban in the 1990's, our Decent Work campaign, the Right to Water/Right to Change, which prevented the government bringing in water charges and more recently our campaign for Banded Hours.

As a member of Mandate Trade Union, and an employee of Tesco you are entitled to the terms and conditions which we have detailed below. These guidelines do not reflect the full contents of all your contractual or legal entitlements and are only presented as a convenient summary. If you have any concerns, issues or require additional information you should contact your local Shop Steward/Union House Committee Representatives. In the absence of your Shop Steward or Union House Committee Representative, you should contact your Union Official in one of our local Mandate regional offices.

Contracts of Employment

The Company are legally obliged to issue all members with their terms and conditions of employment within two months of starting employment.

Number of Contracted Hours

You should have a contract of employment which clearly states what band of hours you work within e.g. 25 – 30 etc. Under the terms of the union/company agreement reached in 2006 staff who work in excess of their band consistently for more than 4 months have a right following a request to local management to be placed in a band which reflects their actual working hours. Each member should ensure that they are rostered to work at least the minimum number of hours contained in the contract; premium or unsocial hours' payments should not be used to replace actual working hours, as this would be a breach of the union/company 2006 Agreement.

Rosters

Day time staff can be rostered between the hours of 7am and 11pm and must receive their roster 1 week in advance and a minimum of 4 hours per shift. Working outside these hours is strictly on a voluntary basis.

Night Shift staff can be rostered between the hours of 10pm and 8am and they must receive their rosters 4 weeks in advance and a minimum of 6 hours per shift. Working outside these hours is strictly on a voluntary basis.

In the event that your roster is not displayed in accordance with the above, you have the right to work the roster last displayed which gives you your requisite notice.

Rosters issued cannot be changed without your agreement.

Unsocial/Premium Hours Payments

- The following all attract a payment of time and a half.
- All hours worked on Sundays and Public Holidays (in addition to your statutory entitlement of an additional days pay or leave).
- Any hours worked by staff employed to work days in excess of 20 past 6pm attract a rate of T1/2.

Pay

- All general staff are paid weekly in arrears and should be paid for all the hours they work, the following week.
- Members should ensure that they are paid correctly for Sundays and Public Holidays.
- Always ensure you receive a pay slip and that it is accurate. If you do not understand how your wages are recorded you should speak to your Line Manager or local union representative.
- Always check to ensure you are progressing through your pay scale in accordance with the Company/Union Agreement.

Annual Leave

All staff are entitled to:

- A minimum of 21 days per year
- 22 days after 3 years' service
- 23 days after 5 years' service
- 24 days after 20 years' service

Holiday pay is based on an average of all earnings over the previous 13 weeks worked and must be paid before you go on leave .

The holiday year runs from March to April and requests for annual leave should be submitted on holiday request forms which are available from your Line Manager. Always get a copy and do not book your holidays until your request form is returned and signed. It is illegal for your employer to record you down as being on holidays when you are actually at work; such instances should be reported immediately to your Local Union Representative as failure to do so may result in confusion with regard to your entitlement.

Public Holidays

There are 9 Public Holidays every year as follows:

- 1st January
- 17th March
- Easter Monday
- the first Monday in May, June and August
- Last Monday in October
- 25th and 26th December

Payment for Public Holidays is based on an average of all earnings over the previous 13 weeks worked.

If you are not rostered to work on the day on which a Public Holiday falls, you are entitled to receive an additional days pay or an additional days paid leave which your employer decides.

Sick Pay

All staff that have completed the agreed probationary period are entitled to be paid when absent from work due to illness. There are numerous sick schemes in existence and members should familiarise themselves with both the terms of the scheme in their store and the rules governing absence, as failure to comply with the procedures may result in the company withholding or refusing payment.

Sick pay is net pay less social welfare illness benefit which you must claim from the department of family and social affairs. You should notify management if you are not in receipt of social welfare or are paid less than that deducted by the company.

Breaks

The following are the entitlements for breaks:

- Staff expected to work in excess of **5 hours are entitled to a 15 minute paid break.**
- Staff expected to work in excess of **6 hours are entitled to a 30 minute break (15 paid 15 unpaid).**
- Staff expected to work in excess of 6 hours and between the hours of 11.30am and 2.30pm must take a 1 hour lunch break, exclusive of the 15 minute paid break.
- Staff expected to work 8 hours per day are entitled to the same breaks as full-time staff.
- You must receive an 11 hour rest break between shifts e.g. Finish at 11pm; you cannot resume work until at least 10 am the next morning.

Share Bonus Scheme

Under the terms of the Union/Company agreement staff with 2 years' service at the end of the financial year (e.g. 26th February) qualify to receive a payment from the

share bonus agreement. You should consult with your local union representatives for further information in relation to the agreed share bonus scheme.

Pension Scheme

Staff are entitled to join the Defined Benefit pension scheme and to avail of the obvious benefits of same. The scheme also contains a death in service benefit which acts as an insurance policy in the event of your untimely death.

Grievance Procedures

Comprehensive agreements exist between Tesco Ireland and Mandate regarding disciplinary/grievance procedures and members should note the following general rules:

- You should submit any grievance that you may have in writing to avoid any confusion as to when and what grievance was submitted and you should keep a copy.
- Ensure the Company confirm its response to your grievance in writing to you and keep copies of all documents submitted.
- If you are not satisfied with the outcome of the investigation into your complaint, you have a right to appeal and subsequently refer the matter to the appropriate third-party e.g. the Rights Commissioner Service.
- Ensure your grievance is addressed in accordance with the timescale allowed in the agreement; consult your Local Representative if you have any doubts around same.

Disciplinary Procedures

You should familiarise yourself with the agreed disciplinary procedures, consult your Local Representative.

- You have a right to be told of the purpose of any meeting you are asked to attend, so make sure you ask before commencing the meeting. You should ensure that you are given the opportunity to state your case, respond fully to any allegations, witness statement or complaints made about you.
- You have a right to have a Local Union Representative present at any grievance or disciplinary meeting. Remember, what is said at a meeting will be relied upon in the event that any disciplinary action is taken against you.
- The Company will almost always take notes during any meeting. You are not obliged and should not sign same at the end of the meeting. Notes/minutes do not reflect the actual spirit of what is being said and can often be misrepresented at a later meeting. You should always record your own accurate notes, minutes of the meeting.
- You have a right to appeal any decision taken against you and should advise your Local Representative of your intention to do so.
- The company's refusal not to allow you have Trade Union Representation should be recorded in your own meeting records.
- If you need to take a couple of minutes to reflect and gather your thoughts, you should request a time out to ensure you case is presented thoroughly