

APPENDIX 3 – Principal Statement of Terms and Conditions of Employment

PRINCIPAL STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT

(Distribution Centres – Permanent Team Members)

Employer: **Wilko Retail Limited** whose registered address is J.K. House, Roebuck Way, Manton Wood, Worksop, Nottinghamshire, S80 3EG (“the Company”)

Team Member: **FIRST_NAME MIDDLE_NAME LAST_NAME** (“You”) **Employee No:** **EMPLID**
of ADDRESS1 ADDRESS2 ADDRESS3 CITY POSTAL

Your terms and conditions of employment are contained in your offer letter and within this principal statement of terms and conditions. In addition, You are required to work in accordance with the Company’s HR policies and procedures, which are expressed to be contractual (as amended from time to time) and available on the Intranet and on the Shape our Future portal.

1. COMMENCEMENT AND CONTINUITY

These terms and conditions of employment are effective 31 January 2021 and supersede any previous versions.

Your continuous employment began on **EFFDT**.

No employment prior to your commencement date above, whether with a previous employer or this Company, will count as continuous employment with this Company.

2. JOB TITLE

You are employed as a **JOBCODE_DESCR**. You are required to undertake the duties as set out in your job description (as amended from time to time). The Company reserves the right to require You to perform other duties outside your normal work duties as the Company may reasonably require.

3. PLACE OF WORK

Your normal place of work is at **DEPT_DESCR**. The Company may also require You to work at such other place or places as the Company may reasonably determine from time to time.

The Company will not require you to work-outside the United Kingdom.

4. PROBATIONARY PERIOD

Upon joining the Company, there is a probationary period of 13 weeks. The Company reserves the right to extend your probationary period should it be considered necessary.

During the first 4 weeks of the probationary period your employment may be terminated immediately by You or the Company. After the first 4 weeks your employment may be terminated by You or the Company by 1 week’s written notice.

5. REMUNERATION/Overtime

Your basic rate of pay is **PAYRATE** which you will receive for any hours you work within our core operating hours (06.00am to 10.00pm including Sundays and Bank Holidays) plus any specific premium payment as detailed below.

Payments will be paid weekly in arrears and will be credited directly to your bank account.

The Company is authorised to deduct any sums owed to it from your wages, in accordance with the Remuneration Policy.

Your pay will be reviewed annually and may be increased from time to time following collective bargaining with the Company’s recognised trade union without affecting the other terms of your employment. There is no obligation to award an increase.

Environmental Payment. Providing that the environmental factors relating to your role have been assessed by the Company as meriting it, in addition to your basic hourly rate of pay, You will receive an additional environmental premium at the rate specified in your offer letter for each hour or part hour worked in recognition of the, at times, uncomfortable working environment.

Night Worker. You are classed as a night worker if your working hours are such that you regularly work at least 3 hours between 10.00pm and 6.00am. Night workers receive an additional premium at the rate specified in the offer letter per hour or part hour worked for all hours worked.

Occasional Night Work. If You are not a night worker then, in addition to your basic rate of pay, You will receive an additional night rate premium per hour or part hour worked for each hour worked between the hours of 10.00pm and 6.00am

6. HOURS OF WORK

Your contracted hours of work are as follows [CHOOSE FROM EITHER A1,A2,B,C,D,E, then delete other clauses):

A1) Full time standard contract (37.5 hours – 5 from 7 days):

You are contracted to work 37.5 hours per week, i.e. 8 hours per day including a 30-minute unpaid lunch break for shifts of six hours or more.

You will be required to work flexibly 5 out of 7 days (Sunday to Saturday) on a rotating basis within the following shift patterns if you work 'days', or on a fixed shift pattern if you work 'nights':

06:00 - 14:00 hours (Days)
14:00 - 22:00 hours (Days)
22:00 - 06:00 hours (Nights)

A2) Full time standard contract (40 hours – 5 from 7 days)*:

You are contracted to work 40 hours per week, i.e. 8.5 hours per day including a 30-minute unpaid lunch break for shifts of six hours or more.

You will be required to work flexibly 5 out of 7 days (Sunday to Saturday) on a rotating basis within the following shift patterns if you work 'days', or on a fixed shift pattern if you work 'nights':

05:30 - 14:00 hours (Days)
14:00 - 22:30 hours (Days)
21:30 - 06:00 hours (Nights)

*Note that these contracted hours are only available for team members employed by the Company on or before 30 January 2021 on a 39-hour contract. Not applicable to new starters or contract changes on or after 31 January 2021.

B) Part-time standard contract (30 hours – 4 from 7 days):

You are contracted to work 30 hours per week, i.e. 8 hours per day including a 30-minute unpaid lunch break for shifts of six hours or more.

You will be required to work flexibly 4 out of 7 days (Sunday to Saturday) on a rotating basis within the following shift patterns if you work 'days', or on a fixed shift pattern if you work 'nights':

06:00 - 14:00 hours (Days)
14:00 - 22:00 hours (Days)
22:00 - 06:00 hours (Nights)

C) Part time contract 22.5 hours – 3 from 7 days:

You are contracted to work 22.5 hours per week, i.e. 8 hours per day including a 30-minute unpaid lunch break for shifts of six hours or more on 3 out of 7 days (Sunday to Saturday) on a rotating basis within the following shift patterns if you work 'days', or on a fixed shift pattern if you work 'nights':

06:00 - 14:00 hours (Days)
14:00 - 22:00 hours (Days)
22:00 - 06:00 hours (Nights)

D) Part time contract – 20 hours per week 5/7 days:

You are contracted to work 20 hours per week, i.e. 4 hours per day on 5 out of 7 days (Sunday to Saturday) on a rotating basis within the following shift patterns if you work 'days', or on a fixed shift pattern if you work 'nights':

06:00 - 10:00 hours (Days)
10:00 - 14:00 hours (Days)
14:00 - 18:00 hours (Days)
18:00 - 22:00 hours (Days)
22:00 - 02:00 hours (Nights)
02:00 - 06:00 hours (Nights)

E) Part time contract – weekends 15 hours – 2 from 7 days:

You are contracted to work 15 hours per week, i.e. 8 hours per day including a 30-minute unpaid lunch break for shifts of six hours or more on Saturdays and Sundays on a rotating basis within the following shift patterns if you work 'days', or on a fixed shift pattern if you work 'nights':

06:00 - 14:00 hours (Days)
14:00 - 22:00 hours (Days)
22:00 - 06:00 hours (Nights)

You will be required to work statutory and bank holidays where your normal working day/shift pattern falls upon one.

Unless you are a weekend worker, you will not be required to work more than 1 in 3 weekends (consisting of Saturday, Sunday or both), with the exception of during peak trading times, which will be notified to you in advance, or to ensure business continuity in the event of extenuating circumstances (as per the agreement reached with the GMB in 2019).

The Company reserves the right to request You to work additional hours, and/or vary rotas in order to meet operational requirements. Where at all possible, a minimum of 24 hours' notice will be given to You.

In the event of a temporary reduction of work as a result of incidents outside the Company's control, the Company reserves the right under the Business Continuity Policy to lay you off temporarily or alternatively reduce your working hours with a proportionate reduction in pay. In either of these circumstances You may be entitled to what is known as a 'statutory guarantee payment'.

7. HOLIDAYS

The Company's holiday year is 52 weeks and typically runs from the start of February to the end of January, actual dates will be confirmed annually.

From the commencement of your employment under the Working Time Regulations 1998, a full-time employee working five days a week is entitled to 5.6 weeks' paid annual leave (equating to 28 days' leave) per annum (inclusive of public holidays).

The entitlement of a part-time employee who works less than 5 days a week is adjusted pro rata in line with the Regulations. Public holidays are treated the same as any other working day for these purposes. Without prejudice to the Working Time Regulations, the Company reserves the right to require you to take your leave on a public or bank holiday day or days.

The Company reserves the right and may require you to take annual leave on particular days by giving the appropriate notice to support with holidays being booked, and the minimum statutory entitlement being taken.

Holiday not taken prior to the start of the new holiday year may not be carried forward to the following holiday year except where statutory entitlement has not been taken due to Long Term Sickness Absence.

If on the termination of employment, You have not taken your accrued holiday for the current holiday year, the Company will pay You in lieu of the accrued but untaken entitlement. If You have taken in excess of Your accrued entitlement, the Company will deduct from Your pay a sum equivalent to the holiday pay for the excess days.

In the following years You are entitled to additional 'day's holiday for each completed year of service, up to five years when You will be entitled to 6.6 weeks (inclusive of statutory holidays) (pro rata). From Your 10th full year onwards You be entitled to 7.6 weeks (inclusive of statutory holidays) (pro rata).

An additional holiday day is calculated in accordance with our holiday policy.

Further details can be found in the Company's holiday policy available on the Intranet and Shape our Future Portal.

8. ABSENCE DUE TO SICKNESS OR INJURY

If You are unable to attend work due to sickness or injury You must notify your Manager (or an alternative as designated by the Company from time to time) at least 1 hour before your start time where reasonably practicable on the first day You are unable to attend work. Failure to do so may result in sick pay not being paid and disciplinary action being taken.

Sickness or injury exceeding seven days must be covered by a doctor's Statement of Fitness for Work ('fit note') unless government guidelines dictate otherwise. All sickness or injury absence will be recorded.

Your entitlement to sick pay is as set out below.

If You are absent from work you will be eligible to accrue company sick pay (CSP) for the following financial year based on service as the beginning of your second financial year of service:

Up to 3 months	- Nil
Over 3 and up to 6 months	- 1 week
Over 6 and up to 9 months	- 2 weeks
Over 9 and up to 1 year	- 3 weeks
Over 1 and up to 5 years	- 4 weeks
5 years +	- 1 week for each completed years' service up to a maximum of 26 weeks

Eligibility to receive CSP will start from the beginning of your second financial year of service.

You are entitled to statutory sick pay (SSP) subject to the Lower Earnings Limit for National Insurance Contributions (as set by government).

Payment of CSP is at the Company's sole discretion and You are not contractually entitled to it.

If You are eligible to receive company sick pay (CSP payments will be based on the previous year's average hours up to 40 hours. When on a live formal Absence Level qualifying absence will be paid on contracted hours only (or last year's average if lower) up to a maximum of 40 hours per week.

Sick pay is subject to the usual deductions for PAYE, national insurance, pension contributions, etc.

Further details can be found within the Attendance Policy (as amended from time to time) available on the Intranet and Shape our Future Portal.

9. OTHER PAID LEAVE

Any maternity, paternity, adoption, shared parental or parental bereavement leave for which You are eligible will be paid at the statutory minimum rate (unless You are eligible for enhanced pay).

Approved leave for bereavement, Jury Service and Trade Union duties (if you are eligible) are paid at your normal rate.

Further details can be found in the Company's respective policies available on the Intranet and Shape our Future Portal.

10. BENEFITS

You may receive the following non-contractual benefits: team member discount currently 20% after completing four weeks' service (subject to change and forms part of pay negotiations) loyalty awards, wedding, maternity, paternity and adoption gifts, uniform, expenses (legitimate business expenses only), employee assistance programme, holiday accommodation, trust fund, TRY (Team Reward Yourself) bonus payable subject to Company and personal targets being achieved.

Further details can be found in the Company's respective policies available on the Intranet and Shape our Future Portal.

All these benefits are discretionary, and the Company may remove, withdraw or vary the benefits or change the eligibility rules at any time.

11. TRAINING

The Company offers in-house and external training (and, in some cases, time off work to undertake training), subject to certain eligibility requirements and other conditions. You have no contractual entitlement to training. You will be required to complete mandatory compliance training associated with your role including an Induction, and training on Health & Safety, Data Protection and Legal Training. You may be required to complete training at the company's discretion where this is role requirement or where the Company believes that it is beneficial, and You will be paid at your normal rate of pay for any compulsory training You undertake. Where training is not mandatory You will not receive pay unless otherwise expressly agreed in advance by the Company. Details of training are available on the Intranet and Shape our Future Portal.

12. PENSIONS

The Company operates an enrolment workplace pension scheme in line with government requirements administered by Peoples Pension which You are auto enrolled into after 12 weeks' service and contribute a minimum of 5% and the Company will contribute 3% of any qualifying earnings. Membership of the scheme is subject to the rules of the scheme as amended from time to time. You will receive full details of the scheme by individual letter. The Company may change or replace this scheme from time to time.

13. DISCIPLINARY PROCEDURE & GRIEVANCE PROCEDURE

The disciplinary, grievance and equal opportunities policies and procedures applicable to Your employment are available on the intranet and Shape our Future Portal.

If You wish to appeal against a disciplinary decision or dismissal You should inform your line Manager and complete the Notification of Appeal form issued with the formal sanction and return it to the HR Department.

If You wish to raise a grievance You may apply in writing to your line manager in accordance with the grievance procedure or alternatively to HR if the grievance is in respect of your line manager.

14. TERMINATION AND NOTICE PERIOD

After successful completion of the probationary period referred to in clause 4, the Company may terminate Your employment by serving at least the following period of notice on You:

Employees with continuous service from one week to two years, one week;
Thereafter, one additional week's notice for each year of continuous employment (up to a maximum of 12 weeks' notice).

Should You wish to give notice to terminate your employment all Level 1 & Level 2 team members must provide 1 weeks' notice.

The Company reserves the right to terminate Your employment immediately by serving notice on You that it will make a payment in lieu of notice (which shall be equal to the pay for Your contracted hours during Your notice period, subject to deductions for income tax and national insurance contributions).

The Notice Periods Policy is available on the intranet and Shape our Future Portal.

The Company is entitled to dismiss You at any time without notice or payment in lieu of notice if You commit gross misconduct or a serious breach of your obligations as an employee, or if You cease to be entitled to work in the United Kingdom.

15. COLLECTIVE AGREEMENTS & CHANGES TO TERMS OF EMPLOYMENT

The HR Policies/Procedures have been collectively agreed in negotiation with the GMB union and are directly applicable to your employment. There are no other collective agreements in place affecting your employment unless otherwise notified. These are available to view on the intranet and Shape our Future Portal.

The Company reserves the right to make reasonable changes to any of the terms and conditions of employment, detailed in this Statement, within the Company policies/procedures or collective bargaining agreements following negotiation with the GMB union.

You will be notified of minor changes of detail by way of a general notice to all team members. You will be given not less than one month's written notice of any significant changes, which may be given by way of an individual notice or a general notice.

16. DATA PROTECTION

You acknowledge that the Company will hold personal data relating to you in connection with your employment and that this may include special categories of data, such as health information.

You acknowledge that the Company may disclose this data to third parties where that is necessary or reasonably required to achieve a lawful purpose.

Further information about your personal data can be found in the Company's privacy notice (a copy of which is available at your place of work).

You shall at all times act in accordance with the Company's policies relating to data protection and data security.

17. DECLARATION AND ACCEPTANCE

I have read and accept these terms and conditions of employment, including those set out in the Company's policies available on the Intranet and Shape our Future Portal which are expressed to be contractual.

18. CHOICE OF LAW

This Statement will be governed by and construed in accordance with the laws of **England and Wales** for employees working in England or Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute over its terms; or **Scotland** for employees working in Scotland and the parties submit to the exclusive jurisdiction of the Scottish Courts in relation to any dispute over its terms.

Signed By
Team Member

Print Name:

Date:

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Signed By
On behalf of the Company

Print Name:

Date:

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