

THE WINTERWOOD FARM WORKFORCE AGREEMENT

Definitions;

- 1) The commencement date of this agreement is 1st December 2011.
 - 2) The reference period for the calculation of average weekly hours and night workers average normal hours shall be the previous complete consecutive period of 52 weeks. If an employee has worked for less than 52 weeks, then the reference period shall be the period worked since the commencement of the employment.
 - 3) This agreement applies to all employees of Winterwood Farms Ltd. If any separate agreement exists between Winterwood Farm and the employee, then the particulars of this separate agreement will over-ride this agreement in areas that conflict, but shall not in any way limit the validity of the rest of this agreement, or of the employees separate agreement. Any workforce agreement signed at a future date makes this agreement null and void, unless it is clearly an addendum to this agreement.
 - 4) The “employee” is anyone employed at Winterwood Farm, not part of a separate workforce agreement.
 - 5) A “regular” employee is one that has worked for a continuous period of 13 weeks or more in “continuous” employment.
 - 6) The “employer” is Winterwood Farms Ltd.
- “Working time” (as defined by the WTR 1998) is defined as time in which a worker is working at their employer’s disposal and carrying out their activities or duties. The following will also be included in working time;
- a) Lunch breaks not exceeding a total of 30 minutes each day.
 - b) Travel to work is only working time if it is actually part of the work activity.
- 7) “Night time” is defined as any time between 2330 and 0630.
 - 8) “Adult” workers are defined as those over 18 years old. Employees under 18 at the time of signing this agreement automatically become treated as “adult” on reaching their 18th birthday.
 - 9) “Adolescent” workers are defined as those below the age of 18, and above the minimum school leaving age. If an employee is less than the minimum school leaving age at the signing of this agreement, they will be treated as an adolescent as soon as this age is reached.
 - 10) The weekly pay period is the seven days commencing 0000hr Friday of each week.
 - 11) Continuous employment is defined as when an employee has worked for one employer without a break. The length of continuous employment gives certain rights to employees including:
 - Maternity pay
 - Flexible working requests
 - Redundancy pay
 - Paternity leave

Continuous employment is calculated from the first day of work. Some breaks in normal employment still count towards a continuous employment period. These are:

- Sickness, maternity, paternity, parental or adoption leave
- Annual leave
- Employment overseas with the same company
- Time between unfair dismissal and an employee being reinstated
- When an employee moves between associated employers
- Military service, e.g. with a reserve force
- Temporary lay-offs
- Employer lockouts
- When a business is transferred from one employer to another
- When a corporate body gets taken over by another because of a legal change.
- Jury service

Days when employees are on strike don't count towards continuous employment, but this isn't treated as a break.

- 12) "Contracted hours" are the hours that an employee agrees to be available for work, although there is no implied liability for the employer to have work available for all those hours that the employee contracts to be available for. Standby time is not paid unless otherwise agreed at the time. If there are no other express times agreed in writing, then the default contracted hours shall be 40 hours spread over the 5 agreed days of working per week, which normally includes one weekend day.
- 13) Period of agreement; this agreement shall last for 5 years or until such time as a new agreement replaces it by mutual consent of the employer and the employees representatives.

Eligibility to work

All employees, including UK citizens, must be eligible to work in the UK and it is up to the employee to provide documentary evidence to support this entitlement and not for the employer to disprove it. The Employee allows the Company will make copies of these documents as part of the induction procedure.

DAILY REST

An employee is entitled to 10 minutes rest after 3 hours have passed from the commencement of work and a further 20 minutes after the first 5 hours from the commencement of work, and a further 10 minutes each 3 hours thereafter. It is Company Policy that the lunch break shall be 30 minutes unpaid for all staff. Workers opting to take less than 30 minutes for lunch or for any working day of longer than 8 hours on the clock will automatically be deducted 30 minutes pay for those days. This does not apply therefore to employees on piece work. This is to encourage the taking of some daily rest during the day, as both desirable and also to maintain alertness of employees and therefore reduce the risk of accidents.

For hourly paid staff, one morning and one afternoon 15min max break is paid and all other breaks are unpaid. If an hourly paid employee is working the evening past 8pm as well as already completed more than 7 hours work time in the day, then they are entitled to one additional paid 15 minute break around 6pm. If working until after 10pm then an additional paid break can be taken around 8pm (exact time of these additional breaks to be decided by a supervisor) for piece rate employees, all breaks are unpaid.

Employees may opt not to take any entitlement to any daily rest break on a daily basis, but an employee taking extra breaks, or breaks without the permission of a supervisor before they are due are subject to dismissal if all of the following applies;

- 1) If outside, a supervisor was within a reasonable distance to ask such permission at the time the break was started.
- 2) The employee has received two or more warnings in the past 8 weeks.
- 3) At least one of the warnings given has been in writing. A written warning may only be given on the first offense if the employee refuses to return to work immediately upon so instructed if taking an unauthorized break. After each warning the employee must be given 5 minutes in which to comply with a request to return to work before the next warning is given.

Statutory breaks between work periods will apply unless there are exceptional circumstances, or unless the working time is split up into several different work periods throughout the day.

The Working Time Regulations determine the maximum weekly working time, patterns of work and holidays, plus the daily and weekly rest periods. They also cover the health and working hours of night workers.

Details and up to date definitions of the regulations can be found on the ACAS (**Advisory, Conciliation and Arbitration Service**) website and also at GOV.UK

The present regulations defining statutory daily and weekly rest are detailed below.

Workers have the right to 11 hours and adolescent workers are entitled to 12 hours rest between work periods.

WEEKLY REST

Workers have the right to either:

- an uninterrupted 24 hours without any work each week
- an uninterrupted 48 hours without any work each fortnight

Adolescent workers are entitled to 48 hours consecutive rest once each week.

WORKING TIME

Employees may agree to work more than 48 hours per week if required by choosing to voluntarily sign a separate opt out agreement. (see definition of “working time” in the ‘Definition’ section near start of this document). The wages or salary paid to an employee is based on the hours of paid work done by the employee, and the job done.

An employee may refuse any request to work more than 48 hours.

- 1) The minimum notice an employee shall give the employer to terminate this part of the agreement shall be three months.
- 2) This advice to the employer must be in writing.
- 3) On receipt of such written notification the employee may be subject to a reduction in pay from the time the notification comes into effect. This is in recognition of the fact that an employee after their trial period has successfully been completed, is being paid a premium for working the extra hours combined into a global flat rate of pay that is in excess of what they would be receiving if they were working ≤ 48 hours.

Maximum Weekly hours

Even when workers have opted out of the 48 hour working week, Winterwood will strive to keep workers hours at / below 60 hours per week under normal circumstances. However, under exceptional circumstances this may not always be possible for all employees. Therefore, with staff agreement extra hours will be necessary.

Exceptional circumstances may include but not be limited to such events as late / delayed arrivals of product, unpredictable rises in orders, shortage of staff due to illness and weather conditions in regards to Farm work. The effect on workers’ health and safety during these periods will always be taken into consideration.

ANNUAL LEAVE / HOLIDAY PAY

Calculation of the entitlement must first be made with reference to the reference period defined above.

- a) All employees are entitled to paid annual leave. The entitlement will be the minimum entitlement as defined under the “Working Time Regulations 1998”, or as amended. This is currently 5.6 weeks per annum (28 days per annum based on a 5 day week and pro rata less for part time workers). This entitlement will be increased in line with future statutory changes if applicable. If the employee works for a part year only, then the actual paid leave entitlement will be reduced by a pro rata amount based on the full entitlement per annum. If the employee has been in continuous employment for 2 years at the

starting date of this agreement, then the employer guarantees that their entitlement to annual leave will not be reduced for the term of this agreement.

- b) **The employer will have sole discretion as to when any entitlement to annual leave is taken e.g. the Company may refuse leave requested if the efficiency of the Company would suffer as a result, such as due to high workloads expected in the period requested, or if the leave would leave a particular department or area short of the staff needed to operate effectively. The Company will however not unreasonably refuse requests for leave.**
- c) **Employees must fill in a holiday form in order to request time off of more than ½ day. Employees must seek permission from department heads as far as practical in advance of such things as dentists or doctor's appointments where the employee wishes to go early or just for an hour or so. Again, it should be understood that ALL time off is by request only, and employees are asked to be reasonable with advance notice as normally dentist and doctor's appointments are arranged at least a day before, and not an hour before a bad job looks like it needs doing!**

Note that this is a request for holiday and NOT a notification! Any

expenses incurred by an employee resulting from holiday requests not being agreed are at the employees own risk e.g. the company will not be responsible for the cost of flights that are booked prior to the time off being agreed.

- d) The Company's holiday "year" is from 1st May to 30th April. Holiday due within the Company's "year" should be taken within the same "year" that entitlement is earned. It is the employee's responsibility to ask for holiday pay, and any holiday entitlement not taken shall be lost with no compensation due for the loss. The "employer" will however reply in a reasonable time to all employee requests to confirm what paid holiday is due. Employees taking leave or time off without permission or proper notice will be subject to being disciplined under the Company Disciplinary Procedure, which may include summary dismissal, at the discretion of the employer. Such notice is defined as double the time requested off, and the time off shall be defined as the ratio of the time required off to the time normally worked at that time of year. i.e. if an employee works 3 days per week normally at this time of year and wants these three days off, then double this (i.e. two calendar weeks) notice is required as a minimum for the request to be considered. No notice is required, for example, to take days off if these are not days already agreed to be worked by the employee.
- e) Holiday pay shall be calculated on average earnings during "contracted hours" worked in the "reference" period. Any changes in an employees contracted hours must be recorded in writing. It is therefore important to have agreed working hours per week as this will affect the holiday pay of the employee and also affect the time of day that the employee is contracted to work to. An "employee" is free to work outside the "contracted" hours by mutual agreement as the need arises, but is under no obligation to do so. Likewise, the "employer" is under no obligation to provide work outside the "contracted hours"
- f) In the first full year of employment paid leave will not be paid in advance of the leave being due had the employment ceased on the day the leave starts. The employee may however apply for paid holiday to be taken, and the holiday will be considered in the normal way, but the actual payment for the days will not be made until the holiday entitlement has accrued.
- g) No single holiday period of more than 2 weeks will be allowed unless there are exceptional circumstances. The availability of a cheaper holiday or cheaper flights on given dates are not normally regarded as exceptional.
- h) No more than 2 holiday days may be taken up to the end of May
- i) No more than 5 holiday days may be taken between May 1st and end June
- j) No more than 8 holiday days may be taken between May 1st and end July
- k) No more than 11 holiday days may be taken between May 1st and end August
- l) No more than 14 holiday days may be taken between May 1st and end September
- m) No more than 17 holiday days may be taken between May 1st and end October
- n) At quiet times the company may require employees to have time off in order to maintain the smooth running of the business, particularly so that people are working all day so that order changes can be reacted upon in the afternoon i.e. all staff have not finished the work in the morning and gone home.
- o) Xmas Day, Boxing Day and New year's Day are compulsory paid holiday days , limited to the entitlement to paid days off the employee has accumulated if in the first year of employment,. If there is no accrued paid entitlement then these days will be treated as unpaid days off.

- p) No holiday forms for anyone wishing to take holidays over the Christmas period will be accepted before the 1st May or only exceptionally after the 1st October. Spaces will be limited and there is no guarantee that holiday will be granted even if application is made in good time. Preference will be given to those employees who did not take time off the previous year.

This rule will also apply during the Easter period where applications will not be accepted prior to the 1st January or after the last Friday five weeks prior to Good Friday.

- q) If the employee leaves before “earning” any leave paid in advance then the employee agrees for this amount to be deducted from their final wage packet, or any other monies due by the employer to the employee. If the amount owed to the employer exceeds this amount, the employee undertakes to repay any monies owing within 7 days, and further agrees to reimburse the employer of all reasonable costs, plus 2% compound interest per month on all monies due, in recovering this money if not paid in this agreed time.

There is no entitlement to extra pay for working Bank Holidays under this agreement. If you are salary paid then Bank Holidays may be taken as part of normal holiday entitlement if you are not required to work. In all cases, the appropriate procedures must be followed to take bank holidays off if they fall on one of your normal working days e.g. submitting a holiday request form. The only exception to this is Xmas Day, Boxing Day and New Year's Day, all three of which are considered as automatic days off. These three days are compulsory days to be taken as part of all employees paid holiday entitlement unless there are special circumstances e.g. the employer may refuse them to be taken as paid holiday days if there is a reasonable concern that it will mean that the person will go over their holiday entitlement for the year. Equally the employee may make a special request not to take them as part of paid holiday if they already have plans to fully use the rest of their entitlement in other ways. In such cases the days must be taken as unpaid leave as there is no automatic right to work under this agreement for each of those three days

- r) Employees are reminded that if unpaid leave is agreed to and taken, then this will affect the entitlement to holiday pay e.g. if one week is taken as unpaid holiday, then the annual entitlement will be reduced pro rata, in this case by 1/52.
- s) There is no entitlement to part days off. All annual entitlements are rounded down to the nearest whole day. Extra time off in addition to that allowed as paid holiday, will only be allowed at the management discretion. If such extra time is requested and granted, then the employer will not unreasonably seek to reduce Holiday pay if the unpaid time taken is when work is quiet and working hours offered have been reduced. Discussion will be on a case by case basis.
- t) The employer may waive the above rules at any time under its own discretion and/or in exceptional circumstances.

SICKNESS

If an employee is entitled to sickness pay, it will be not be paid at less than the statutory minimum rate. An employee must produce a sick note if they wish to make a claim for sick pay and for such a claim to be valid, this sick note should be produced within five days of any day for which such a claim is made. If an employee is off sick for more than two weeks, then they automatically agree to be available for examination by a doctor nominated by the Company if sick pay is to be continued to be claimed. As soon as an employee knows that they will be unable to attend work due to sickness or any other reason, they must inform the employer as quickly as practical in order to give them time to make alternative staffing arrangements. If an employee fails to advise the employer as soon as is practical after they know that they will not be attending work, then the employee will be subject to the Company disciplinary procedure which may result in dismissal. Where dismissal is not deemed appropriate the management can give a warning. If an employee telephones or advises a member of staff they will not be able to fulfil their previously agreed time of working, then it is their responsibility to make sure they have the name of the person advised to avoid any confusion as to whether such advice was given. The employee may also request the log number given to the telephone call by the supervisor, as further proof that the call has been made, and can also present their own telephone bill as proof if there is still a dispute of whether a call was made.

It is imperative that the company knows exactly when employees are attending work. This equally applies to sickness or normal requests for time off. An employee is expected to be extremely sick if they are not able to make a simple telephone call early in the morning if sickness prevents them attending work. Similarly, if sickness has confined the employee to bed then it is expected that the employee request the person attending them to notify the Company of the situation if the sickness has not caused their total incapacitation. The employee understands that the disruption caused can be immense if the Company keeps space open for an employee who will never turn up. No one can help being sick once in a while, but please also have some thought for the people who will have to cover to do your work for you. All of the work that should have been carried out by the employee will have to be covered by others. The employee understands that the nature of most of the work is such that the work cannot usually be put off until the following day. Employees are therefore warned of the seriousness the Company views taking time off without good reason.

Telephone numbers can be found on our web site www.Winterwood.co.uk. If you do not have access to the internet then please call another employee for the number. You can also call any office number e.g. 01622 844286

COPYING AND DISPLAY OF THIS AGREEMENT

It shall be the employers responsibility to display a copy of this agreement, together with any addendum's or changes, at all times in a prominent place within the workplace. There shall be four signed "originals" of this agreement, and as amended. The employer shall have two copies and the first two employee's representatives one each. Additional employee representatives shall be supplied with copies as requested.

ANNUAL REVIEWS

A formal review will be made of this agreement annually (with a maximum time between formal annual meetings of 14 months). Intermediate reviews of this agreement can be made at any time but any agreed changes or addendum's will not become valid until copies have been signed by both the employees representatives and the duly authorized employers representative. If there are up to 3 representatives, then all decisions to amend or add to this document or must be with the agreement of all. If there are four or more employee representatives then ALL decisions can be made with a 3/4 majority of those voting, and all of those voting for a change should sign such documents.

A quorum for any meeting is defined as all employee representatives if there are 1 or 2 in office. A minimum of 2 will be required if there are 3 employee representatives in office or a minimum of 3/4 of employee representatives if 4 or more in office. In all cases there must be one Company representative present. Any other attendees of meetings should be by majority agreement of those present, and such persons will have no power to vote.

Management, or a resolution received by the Company from at least 3/4 of the worker representatives, may call a meeting giving 7 days' notice to all worker representatives and the Company by email to their nominated addresses. If the suggested time is not practical for either party, then the representatives/Company may suggest different times/dates in the following 7 days. In the case of three or more representatives, and it is not practically possible to get all people together for a meeting at the same time, then the person may cast their vote on any matters by email, either in advance of the meeting, or in the 48 hours following receipt of the resolution if this is later, OR by nominating a proxy to act on their behalf. In the absence of any vote being received it shall be assumed that the person has abstained.

At least 48 hours in advance of all meetings an agenda shall be circulated and any representative as well as management, has the right to add any item they wish, up to 48 hours prior to the meeting. New items may only be added at the meeting after this time by mutual agreement.

Worker representatives shall be paid at their normal flat rate of pay for the time that they are at such meetings.

EMPLOYEE REPRESENTATIVE ELECTIONS

At or around the time of the formal review, the employees must submit nominations for an election of employee representatives. An increase in the number of employees may also require an additional representative to be elected. Notice of the election date and procedure should appear as soon as practical in the locker room or prominent place after the increase in employee number requires an additional representative. A secret ballot of all “regular” employees will then be organised by the Company to re-elect or change the current employee representatives and / or to change the number of such representatives. The actual arrangements for such elections will be made in agreement with the representatives at the time the arrangements are being considered. If a majority of the representatives are in any way unhappy with the election arrangements, they must convey this to the Company in writing before the date of the election, and if this cannot be resolved, they may organize the voting themselves as long as all Company employees are given full access to the changes and agenda, plus voting times and methods are also clearly conveyed to all. If the employee number falls below the next threshold level then the employee representative number should be reduced. This shall automatically be on the basis of “last in, first out”. To avoid changes when the employee number fluctuates around a threshold level, each representative will continue with their duties until two months have passed after the threshold under which they were elected has passed. If the threshold level is again passed during this time, they are deemed to be automatically re-elected and the procedure is reset.

All employee numbers are calculated on the payday each week, and no reference is made to daily fluctuations.

The details and time of the secret ballot must be displayed on the notice board at least two weeks prior to the date of the ballot. Any attempt to change the current employee representatives, in-between formal annual ballots, cannot be made unless 25% of the qualifying “regular” * employees write to the employer requesting them to arrange another secret ballot. At any one time, the number of employee representatives shall be two up to a maximum employee total of 50, and 1 per 100 maximum thereafter. If the number of regular employees is greater than 50 at the time of the elections, the number of elected representatives shall automatically be the number according to the preceding formula.

Should the number of willing nominees be the same or less than the number of representatives required, then the nominees will be deemed to have been elected without the need for a formal ballot.

If the list of nominees is below the required number of representatives, the preceding formula will not apply until the time of the next formal review.

If the employees decide to arrange their own secret ballot, then the employer has the right to satisfy themselves that the ballot is carried out in a fair manner, as the employees do if the employer makes the arrangements. If agreement as to the method cannot be made, then both shall honour the decision of the independent arbitrator as from time to time is appointed to act as such under the WTR 1998, and as amended.

* A regular employee is defined for this purpose only as someone who has received 8 consecutive weekly payslips, irrespective of hours worked within any given week.

WAGES PAYMENT

Wages become due each week for the seven-day period up to midnight Thursday (the day before). Wages are therefore paid weekly in arrears, and the employee has no entitlement to be paid before the normal time due. Some wages paid are required in law to reach a minimum amount per hour, depending on such factors as the type of work done, hours worked, time employed etc.. If such a legal minimum is applicable, all calculations apply to the pay period as a whole, and not to any one part of it in isolation.

If an employee earns less than any statutory applicable minimum wage while on “piece work”, and they have been employed for a consecutive period of less than the previous 12 months, they may be subject to summary dismissal, provided that the employer has made reasonable efforts to show the employee how to carry out the work they are doing in such a way as to earn the minimum wage, as well as satisfying the quality criteria that exist for all work done. **A single ‘first and final’ written warning can be issued if the underperformance is serious. It will be explained that not improving could lead to dismissal.**

As soon as an employee has cause to think they are likely to fall below the current minimum wage applicable to them, they have a duty to inform the employer so that the employer has reasonable opportunity

to give them further training or to consider their position. Basic guidelines of both “pickers” and “packers” are displayed on the noticeboard, and copies must be made available on request to all employees at any reasonable time.

Any worker not achieving the quality required, will also be subject to dismissal after two verbal warnings have been given, accompanied by reasons (transmitted verbally) why the work is not to standard, and what must be done to bring it up to the required standard. At least one written warning is required if the employee has been a regular worker for longer than 12 consecutive months previous to the time of dismissal.

Wages will be paid directly into a bank account nominated by the employee unless otherwise arranged in advance due to special circumstances i.e. new employee who has not yet arranged a bank account or is only being employed for a limited time (one month). A wages slip will be issued to each employee detailing the computation of wages due. This computation will cover all aspects of their work done to date and will have been complied with regard to this agreement and any other legal obligations that the employer has in relation to the employee. This shall include, but not be limited to, provisions under “The Working Time Regulations 1998” (and as amended) not covered in this workforce agreement, any applicable “Agricultural Wages Board Orders”, and also any requirements under future Minimum Wage legislation. The employer will allow a “grace” period of 48 hours in which the employee is allowed to make queries on the computation of their wages. If no such queries are received within this period, the employer may look at such queries at their sole discretion. The employee agrees not to make any further complaint, and further indemnifies the employer against all cost, both direct and indirect, involved in any future claim they make. If the wages due are to be paid in cash and collected on behalf of the employee by somebody else (i.e. by another person presenting the employees work card) then the same 48 hours grace is allowed for the employee to check their wages. For the employee to allow their card to be used for wage collection, they must also give permission to the person collecting the wages to sign a statement on their behalf.

If an employee has reasonable doubts as to the employment in the previous work period not complying with any of the above, the employer will not withhold any monies due because of refusal to sign the above statement referred to. However, if the matter cannot be resolved quickly at the time (e.g. by the checking of daily work sheets against monies paid) then employee must make their grievances known in writing within seven days thereafter if the matter has not been resolved. The employer may only extend this period in exceptional circumstances, and must be shown by the employee that they cannot reasonably have made any checks necessary within this period. They must also further give the employer notice in writing, and obtain a receipt for such notice where possible, if a period of longer than the first seven days are required to make such checks as the employee thinks are necessary.

The employer may not terminate the employment of an employee making any reasonable query of any aspect of their wages, but the employer has no obligation to continue the employee’s employment if the above referred to statement is not signed. The employee has the right to comment in writing on this form if they have any reservations as to their entitlement not being met, or to document any other grievance or query not immediately sorted.

It is also the employee’s responsibility to check that their work is written down on the appropriate worksheet at the end of each day, and that the total is correct. It is up to the employee to prove monies are owing that are not recorded, and not for the employer to prove that monies are not due. Employees however have the right to inspect worksheets for that day that relates to their work.

All employees agree that the following may be deducted from any monies owed to the employee by the employer e.g. from wages;

- 1) charges to do with accommodation or facility charges
- 2) deposits required for keys / swipe cards / clothing or any other item required to be issued
- 3) charges for damages
- 4) Subs, loans or advances given, or canteen account bills etc.
- 5) Holiday paid but not due up to the time of any final payment in the event of employment ending for any reason.
- 6) Any error in previous payments.
 - Damage deductions are deducted before tax and NI deductions
 - Deposits etc are taken after tax and NI deductions.

All deposits will be returned in full when the item is returned in good condition.

A schedule of accommodation / facility charges and deposits is posted on the main notice board along with this document. Such amounts will be subject to reasonable inflationary increases that will be brought to all employees' attention prior to being put into place.

If the relevant authorities (e.g. the "Inland Revenue"), insist on this arrangement being changed, then agreement to the method of deduction is automatically agreed by the employer and the employee. If such a circumstance arises, then the amendment will be added to this agreement and displayed in the workplace with this agreement, and a copy of the instruction from the relevant authority shall be made available by the employer to any employee representative at any reasonable time.

Data protection: the employee allows the employer to keep such records about them that are necessary to comply with employment law on a computer or other media. Such records include, but are not limited to, wages and hours worked, name and address and telephone number(s), DOB, NI number, Bank details. The employer will take all reasonable steps to maintain the confidentiality of such records, but cannot be held liable by the employee for such information being seen by others that it was not intended for. The employer agrees not to impart any specific employee information to any other Company or party without the express permission of the employee. If an employee is particularly sensitive about any item of data recorded with their details (e.g. their age or date of birth), then Company will remove it from their computer on receipt of a written request to do so from the employee. If such data is removed, the Company shall not be held responsible for any inconvenience caused to the employee as a result e.g. delays may be possible in computerised wage calculations and other matters that are related in some cases to age e.g. some reduced NI payments are age related. The collection and use of Personal data (including the use of CCTV) will be in line with the company Data protection policy. Copies of this policy can be found in the company manual and on the main noticeboard or by requesting a copy from the Technical office.

Workplace Pensions:

To comply with statutory obligations on pension auto enrolment the Company has chosen to offer NEST, the pension scheme established by the Government.

The Company, at its own discretion, can postpone your enrolment for up to 3 months from the date employment commences. After this time you **WILL** be automatically enrolled into the Company Pension Scheme **IF** you reach the required level of earnings. Please also note;

- 1) You also have the right to opt in/join in during the 'postponement period'.
- 2) You also have the right to opt out once you have been automatically enrolled.

As soon as you are enrolled, the Company will issue you a letter confirming this fact together with general details.

The full details of the regulations can be found online (as October 2021 the address is <http://www.nestpensions.org.uk/> & <http://www.thepensionsregulator.gov.uk>) and you can also email queries to Pensions@Winterwood.co.uk with queries or speak to someone in the Payroll Department in the Main Office.

Signed on behalf of the "employees" workers committee

..... **PRINT:**

Date;

..... **PRINT:**

Date;

..... **PRINT:**

Date;

And the “employer”

..... **PRINT:**

Date;

EXPLANATORY NOTES TO THE WORKFORCE AGREEMENT ENCLOSED

REFERENCE PERIOD;

The WTR 1998 specify the definition of a “reference period” for the purpose of wage and leave calculations. Due to the seasonal nature of the work, the only true fair period to make such calculations is a full year, but account must also be taken of employees who are treated as “regular” but have worked for a period of less than one year.

SCOPE OF EMPLOYEES AFFECTED BY THIS AGREEMENT

ALL employees are party to this agreement. A small number of employees may also have a separate agreement giving them extra benefits, or an agreement to do particular hours of work. For example, a condition of employment of supervisors is an agreement to work some unsociable hours, and also the agreement to generally work longer hours in the summer. This necessitates a separate agreement with such individuals to take this into account (note this may often just be verbal), and any separate agreements must by definition override certain provisions made within the above. Most employees should not worry about any such references to other agreements, as for the vast majority of employees, no such separate agreement will exist.

Item 4) is put into this agreement to make provision for any future need that requires us to make a separate agreement with a section of the workforce e.g. supervisors, if this agreement becomes inapplicable to that section

WORKING TIME

It is important to understand the difference between “Working Time”, as defined by the WTR 1998, and “working time” as applicable to the National Minimum Wage. Under the WTR, working time is essentially the time in total from leaving your house in the morning to when you return at night, also not to be confused with paid time! It is generally used as a Health and Safety factor i.e. the risk of accident increases with time engaged in any activity, and even travelling to work adds to the “work done” factor so far that day. As far as the minimum wage is concerned this is purely the wages earned while actually working, and is aimed at stopping exploitation rather than worrying about the safety aspects of working. For this reason, all breaks etc

and ALL other time not actually spent doing the job are not taken into account for minimum wage calculations.

LEAVE REQUEST TO THE EMPLOYER

The above agreement stipulates that the employee must give the employer double the notice of the time requested to be taken off. This notice applies equally to paid annual leave as well as unpaid leave requested. In simple terms if an employee wants 2 weeks off work, a request must be made at least 4 weeks from the last day of work. Although it will often not apply, remember that the actual days normally worked come into the notice period e.g. if you normally only work Tuesdays and Wednesdays, and want these two days off, you must give 4 WORKING days' notice (effectively two weeks) to have this time off considered. Also note that this is a request and not a simple notification to the employer. The employer may, at his own discretion, for any reason whatsoever refuse permission to take leave, even though the request is made far enough in advance.

ANNUAL LEAVE

Under the WTR a "regular" employee is entitled to 5.6 weeks per annum (28 days paid annual leave for someone working a 5 day week). This Company has a pay year that commences on 1st May each year. Holiday pay is calculated with reference to the average earnings in "contracted hours" in the reference period (i.e. the previous 52 weeks). There is no obligation on the employer to pay for bank holidays that are not worked, and these can be requested as paid holiday days by filling in a holiday form as for any other holiday request.

It may seem strange that holiday is restricted to x days in various months from the start of the holiday year. In law, if such an agreement does not exist then an employee can ask to take all holidays on the first day of the year and also ask for it to be paid to them. Quite obviously if a picker after one week wants to take 5 weeks paid holiday then the company needs to make it clear that this is firstly not normal practice for this to be allowed, but secondly it is outside the holiday days agreed as part of this agreement. There is also the aspect of the employment in a case like this where we would expect a picker to normally not be taking a long holiday just as they start, given the seasonal nature of the work.

ANNUAL REVIEWS

Reviews of this agreement can take place at any time, but a formal review will take place annually. It is intended that over the few weeks before such a formal meeting, the employees and employer will conduct informal talks as to changes in the agreement. Changes will then be drafted, and formally accepted and signed at a formal meeting to be convened when convenient. If no agreement can be reached, the agreement will stand, and similarly, there is no reason why agreed changes cannot be made in-between annual reviews if particular clarifications become needed, or if there is a change in circumstances of either the employees or the employer.

If no agreement can be reached, then arbitration services are also provided for. The result of such arbitration can also form the basis of changes to the agreement, whether by a prior agreement of both sides to abide by such a decision or as a legal obligation if applicable.

It is also important for the employees to understand that the representatives of the employees can agree alterations to this agreement with the employer by themselves, and also that contact about issues relating to this agreement should be directed to the employer through the employees representatives. As the seasonal workforce increases, then the number of employee representatives can be increased. The number and operation of the employee representatives is the responsibility of the employees, and not the employer who must not unfairly interfere with the decision making progress of the employees.

WAGE PAYMENT

If a minimum hourly wage is applicable under current or future regulations, this shall be calculated as the total monies earned in that period divided by the total hours worked in that period. "working" time in this

context excludes travelling or rest time, coffee lunch or cigarette breaks, and any other time not spent working. Employees should be aware that “piece work” rates are designed for each worker to average above any applicable minimum wage over each pay period, and not in each and every hour within that period.

Queries; **To prevent queries, the first course of action from all employees is to check that they agree with any record of their earnings.** Do not expect the employer to be infallible! In the field picking, it will be by checking that all fruit picked has been booked in correctly. If picking queries are made on the day, it is possible to compare the tray number picked that day with the number booked in. For other staff please check the weekly payslip for any discrepancies and report them to payroll. Although any discrepancy in number may be apparent at the end of the day, it may in practice be impossible to try and resolve any differences the following day, and certainly after one week. If trays have been booked in under a different name, the overall count for the day will be correct for example, so every employee should check that each time their work is recorded, it is allocated to them and not to another employee with a similar number or name, or the employee next to them on the list.

STATUTORY CHANGES;

Should any statutory change invalidate any part of this agreement, then the rest of the agreement will remain valid.