

COVID-19 - AGREEMENT COVERING APPLICATION OF THE JOB RETENTION SCHEME



NOTE: Given the fast-moving nature of the pandemic we face and daily updates from government on changes to the application of the JRS, this agreement should be read in conjunction with the latest legal guidance issued by the union to officers and amended accordingly.

1. Under the terms of the Recognition Agreement between **[insert the employer]** and Unite the Union, all matters collectively affecting the workforce can be addressed through a collective agreement process and the Job Retention Scheme (JRS) can be enacted this way. This agreement applies to all employees including temporary staff and those employed via labour agencies contracted to supply labour on site.
2. **[insert the employer]** commit to paying **[XX%]** of the individual's gross salary based on their gross salary at 28th February 2020 or, where pay is variable; either the April 2019 salary figure or the average over the last 12 months whichever is greater during the furlough period.

[note: while the state Job Retention Scheme guarantees 80% of gross pay to a maximum of £2500 gross per month, employers can and should be encouraged to top this up.]

Shop stewards and officers are reaching agreements on furlough that best address circumstances on the ground. In some cases this is utilising existing agreements on shut-down, corridor/banked hours or the use of holiday entitlement. While you cannot book or take holiday whilst furloughed and your employer cannot place you on holiday or utilise banked hours while claiming under the JRS, arrangements to subsequently 'pay back' a day's holiday for each week the employer has paid 100% pay under furlough may help us negotiate agreements securing either uncapped full pay or 100% furlough pay

There are legal implications on the use of these arrangements and therefore they must only be reached with the involvement of your officer].

3. It is further agreed that:
 - a) those employees in the "extremely vulnerable" group that should have been contacted by the NHS and can produce evidence of advice to adopt extreme shielding measures. *(This is a narrower group than the "high risk" groups and includes organ transplant recipients; those with specific cancers, severe respiratory conditions, certain rare diseases; those on Immunosuppressant therapies with a significantly increased risk of infection and pregnant women with significant heart disease),*
 - b) those in the "high risk" categories *(this is those over 70, those with underlying illnesses and all pregnant women who are advised to stringently follow the social distancing measures),* and;
 - c) those with caring responsibilities as a consequence of COVID-19 *(including a child or family member)* and those living in the same household as those in any one of these categories, are to be furloughed as a priority.

Both parties consider this to be a reasonable adjustment in terms of disability and objectively justified in terms of age discrimination

4. Any employee in receipt of statutory or company sick pay at the time of furloughing shall on return to work be furloughed under the scheme.
5. Any employee required to continue working during the crisis will be paid their normal salary unless otherwise agreed between the parties. Any job rotation arrangements reached under this agreement will be for a period of three weeks on - three weeks off where the employer is using the JRS to furlough workers.

[note: where short-term working, job share or work rotation measures are being applied or proposed please seek legal advice from your regional officer]

6. While it is not necessary to furlough all workers under the JRS, any selection as to who is required to work and who is required to be furloughed will be in accordance with current discrimination law in mind and point 3 (a-c) above. Volunteers can be sought to continue to work if agreed between the parties to this agreement as appropriate.
7. Any employee who disputes their selection to work or be furloughed on either personal health or discrimination grounds only needs to flag this at the time of the selection process occurring. The matter will be taken up immediately between the company and union.
8. During the furlough period ***[insert the employer]*** may request that any employee undertake online/remote training. Prior to any such request being made the parties will agree the appropriate level of pay for undertaking such activities.

[note: furloughed employees under the JRS must receive at least the National Minimum Wage for such training].

9. All terms and conditions of employment under the contract remain in force during the period of this agreement except any specifically agreed changed herein, including the accrual of statutory and contractual holiday entitlement.

Where this year it is not practicable for an employee to take some or all of the leave to which the employee was entitled to as a result of the coronavirus pandemic, the employee shall be entitled to carry forward any such untaken leave to be taken within the two leave years immediately following this one.

10. This agreement is entered into having considered current Government Guidance on the COVID-19 Job Retention Scheme, but prior to and without knowledge of the details of any legislation. The parties accept that this agreement may be reviewed and renegotiated as necessary once full details of the JRS are known and upon any developments with the scheme or its guidance that take place subsequent to the date of this agreement.

Notwithstanding the above, this agreement and the operation of the Scheme will be reviewed on a regular basis with Unite the Union.

11. This agreement is entered into for the duration of the Job Retention Scheme and no changes to any contract of employment, collectively agreed or otherwise are to take effect on a permanent basis. Any temporary change will no longer have effect upon the cessation of the Job Retention Scheme.

For clarity, this agreement is entered into on the specific assurance on behalf of the employer that all employees will be restored to the terms and conditions operable prior to the operation of the Government Job Retention Scheme.

12. It is not permissible under the Government JRS for any furloughed employee to undertake work or provide services for the employer. It is permissible to work for another employer only if the contract of employment allows for this. It is recognised that any union representative furloughed under this Agreement who carries out any representational activity is doing so on a voluntary basis and not for payment purposes.
13. Prior to the cessation of the furloughed period management and Unite will review this Agreement and any subsequent transitional period.

Signed on behalf of ***[insert the employer]***

..... Dated

Signed on behalf of UNITE

..... Dated