

Joint Collective Statement between the University and UCU, UNISON and Unite – Coronavirus Job Retention Scheme 2020

The University of Edinburgh and its recognised trade unions, UCU, UNISON and Unite have jointly and collectively restated their commitment to working in partnership during the Coronavirus (COVID-19) pandemic. This statement sets out the key principles which have been agreed between the parties regarding the University's use of the UK Government's Coronavirus Job Retention Scheme, presently in place until 31st October 2020.

The University and its recognised trade unions have agreed a set of key principles underpinning the 'furloughing' of staff, i.e. placing them on temporary paid leave without the requirement to undertake any work which will enable the University to use the Government's Job Retention Scheme ("the Scheme").

The Agreement takes effect from 1st July 2020 and will end on 31st October 2020, in line with the ending of the Scheme. It updates that agreed on [27th April 2020](#) to reflect the introduction of the flexible furlough scheme on 1st July 2020 and the tapering off of the level of grant which can be claimed by the University from 1st August 2020. Should there be any further change to the Scheme by the UK Government, or the University's use of the Scheme, the trade unions will be formally consulted and this agreement will be amended to reflect agreed changes.

Context – the Coronavirus Job Retention Scheme and 'Flexible Furlough'

With effect from 1st July 2020, employers have the flexibility to bring furloughed employees back to work on a part-time basis, with the hope that they can plan to bring them back on a full-time basis when the job retention scheme closes at the end of October 2020.

While furloughed employees will continue to be entitled to receive 80% of their pay (capped at £2,500 per month), the level of grant employers can claim from the UK Government will gradually reduce between from 80% to 70% in September and to 60% in October 2020.

Key principles

1. Both parties accept that the responsibility for compliance with the Coronavirus Job Retention Scheme ("the Scheme") rests with the employer, i.e. the University. The trade unions accept that it is for the University to decide whether it can return furloughed staff back to work, and to what extent.
2. This Agreement applies to all employees of the University of Edinburgh who were on furlough prior to 30th June 2020, and to any employee returning from family friendly leave who is eligible to be furloughed, i.e. for whom there is no work and who meet the public funding requirements.
3. The University will ensure staff are fairly selected for flexible furlough, i.e. to return to work on a part-time basis and will make every effort to manage the number of hours to be worked per week/hours on furlough on a full (calendar) month basis.
4. The University will only retain staff on full furlough if they who cannot work at all from home, either because their work cannot be carried out off campus or they are, for personal reasons, unable to carry out any work for caring or shielding reasons.

5. The University will not require staff who are at higher risk were they to contract the virus to work on campus. This includes staff who are: over 70, have an underlying health condition or are pregnant. If such staff cannot work from home, they will remain on furlough.
6. Staff on furlough, whether in part or full, or placed on temporary paid leave, will face no detriment in terms of service, pay, pension, general terms and conditions of employment, promotion prospects and/or statutory rights as a result of having been furloughed/placed on paid leave. Nor will the fact of having been furloughed/placed on leave make a staff member more likely to be selected for redundancy.
7. Furloughed salaried staff will be paid as normal, i.e. they will receive their normal monthly salary and all contractual allowances. Furloughed hourly paid staff, i.e. those on guaranteed minimum hours contracts, will be paid in line with the Scheme formula, topped up to 100%.
8. Staff who remain on full furlough must not undertake any work on behalf of the University but can undertake on-line training and personal development activities directly related to their role; they can also freely participate in local and/or national volunteering initiatives.
9. Furloughed staff, whether in part or full, and those on temporary paid leave will accrue annual leave as normal and will be required to take the equivalent of 2 weeks' annual leave while on furlough/leave. . In line with the expectation of all staff, furloughed staff and those on temporary paid leave will be expected to have taken at least 40% of their accrued leave entitlement by mid-September 2020.
10. Staff to be placed on flexible furlough will be personally contacted by their line manager before receiving confirmation in writing. In line with HMRC's guidance, a copy of this letter will be retained on the staff member's file for five years.
11. If a member of staff disagrees with their selection for flexible furlough, i.e. to return to work on a part-time basis, and cannot resolve this through dialogue with their manager, they have the right to raise and discuss their concerns with their HR Advisor and seek advice from their trade union.
12. Line managers will follow the University' published guidance on returning staff to work on campus and will discuss and agree the days/hours to be worked on a part-time basis, taking into account individual circumstances and concerns. At least three days' notice will be given of the monthly change to the furlough arrangement, i.e. the amount of time to be worked relative to being on furlough.
13. Every effort will be made to reassure staff of the actions taken to ensure their health and safety on campus. If, after discussion with their manager, and appropriate adjustments have put in place (e.g. to support a vulnerable member of staff or disabled member of staff), a member of staff refuses to return to work, and this cannot be resolved through further dialogue with their manager, they have the right to raise and discuss their concerns with their HR Advisor and seek advice from their trade union.
14. The University respects the statutory right of staff not to suffer any detriment for reasonably refusing to attend work on health and safety grounds. It will follow all government and public health guidelines and will seek to work with and reassure staff that all reasonable steps have been taken to minimise the risks to their health, safety and wellbeing. Having done all of this, it does reserve the right to instruct staff whose work can only be done on campus to return to

campus. Action for failure to follow a reasonable management instruction will only be taken as a last resort.

15. The University will actively engage with the trade unions on furlough matters and will provide regular updates on the numbers and types of staff who return to work/come off furlough on either a part-time or full time basis.
16. This Agreement is entered into for the remaining duration of the Scheme, i.e. until 31st October 2020. It will be actively and jointly reviewed to reflect any changes which may be announced by the UK Government. and/or to any relaxation of the 'lockdown' restrictions which may be announced by the Scottish Government which in turn may enable the University to perform more of its activities on campus.

Transition

The University will actively engage and consult with the joint unions on its proposed start-up approach as and when the Scottish Government relaxes the lockdown restrictions. The University's transitioning approach will be consistent with that taken by the Scottish Government.

Signatories to the Agreement, effective 21 July 2020

	James Saville, Director of HR On behalf of the University of Edinburgh
	On behalf of UCU
	On behalf of UNISON
	On behalf of Unite