

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 30th June 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 27th April 2020 and will end on 30th June 2020, in line with the current anticipated ending of the Scheme. Should there be any change to the Scheme by the 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 'Furlough'

The Coronavirus Job Retention Scheme, sometimes referred to as the Furlough Scheme, is one of the financial measures the UK Government has put in place to protect the UK economy and avoid job losses due to the coronavirus crisis. It is intended to help employers who have been severely affected by the coronavirus crisis and have no work for their employees to do as a result, particularly during the national lockdown. It helps them to keep their employees on the payroll rather than permanently lay them off or make them redundant.

To access the Scheme, an employer has to 'furlough' the employees for whom it has no work. This means temporarily lay them off, albeit with pay. The Scheme allows employers to claim a grant from the UK Government to cover 80% of an employee's pay, capped at £2,500 per month. The grant includes employer national insurance contributions on the pay claim and a minimal level of pension contributions. The Scheme is currently open until 30 June 2020 and may be extended.

While the Scheme is open to university employers, the University has been advised that it cannot be used to cover the salaries of staff whose posts are publicly funded, i.e. are already covered by funding provided by the UK or Scottish Government.

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, due to its mixed funding model, it is for the University to decide which roles are eligible for government support via the Scheme.
2. This Agreement applies to all employees of the University of Edinburgh whose posts are not publicly funded and who are placed on 'furlough', i.e. temporary paid leave because there is no

work for them to do at all, and this reduction in or cessation of work is entirely due to the coronavirus crisis and its associated restrictions on the University's operations.

3. The University will ensure staff are fairly selected for furlough and will undertake and share its equality impact assessment with the trade unions before placing any staff on furlough.
4. The University will only furlough staff 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, and whose posts are not publicly funded.
5. In line with the rules of the Scheme, the University it will not furlough any member of staff whose post is funded directly by monies from the UK or Scottish Governments, i.e. is 'publicly funded', whether in part or in full. Staff whose posts are publicly funded and who cannot work from home or are caring or shielding will be on temporary paid leave.
6. 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. Such vulnerable staff will be furloughed if they cannot carry out any work from home and their post is not publicly funded.
7. The University will not furlough any member of staff who is able to carry out some of their normal work from home, even if this amounts to less than their contractual hours on a daily or weekly basis. The principle of 'best endeavours' will prevail and staff will continue to be paid as normal.
8. Although it could, the University will not furlough any member of staff who has been elected as a union representative and is in receipt of facility time, i.e. funding is made available to their School/Department to backfill a proportion of their substantive post.
9. Staff selected for furlough, 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.
10. Furloughed salaried staff will be paid as normal, i.e. they will receive their normal monthly salary and all contractual allowances. Hourly paid staff, i.e. those on guaranteed minimum hours contracts, will be paid in line with the Scheme formula, topped up to 100%.
11. Staff on 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.
12. Furloughed staff and those on temporary paid leave will accrue annual leave as normal and may be asked to take the statutory leave entitlement that they have accrued to the end of the furlough period before resuming work. Approved leave which would have been taken during the furlough period can be cancelled. 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.
13. Staff will be furloughed in line with the Scheme, i.e. for a minimum of three, consecutive weeks and may be rotated on and off of furlough/work. No one will be furloughed beyond 30th June 2020 unless the Scheme is extended and there continues to be no work for the furloughed member of staff to do. At least three days' notice of any extension will be provided.

14. Staff selected for furlough will be personally contacted by their line manager before they receive any confirmation of being on furlough 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.
15. If a member of staff disagrees with their selection for furlough, 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.

Monitoring and review

16. The University will actively engage with the trade unions on furlough matters and will provide regular updates on the numbers and types of staff on furlough.
17. This Agreement is entered into for the duration of the Scheme, presently in place until 30th June 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 29 April 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