# **DRAFT CORONAVIRUS (COVID-19) LOCKDOWN AGREEMENT**

# INTRODUCTION

**1.1** This agreement (hereafter called ‘the Agreement’) is made between INSERT NAME (hereafter called ‘the Employer’) and UNITE THE UNION (hereafter called ‘the Union’). The Employer and the Union are referred to jointly in the Agreement as ‘the Parties’. In this agreement the parties set out a common framework for alternative working arrangements during the Coronavirus (COVID-19) crisis.

# OBJECTIVES

**2.1** The Employer is committed to plan as far forward as possible to safeguard employment for all its workers. However, it is recognised that the Coronavirus (COVID-19) crisis is an exceptional situation meaning that alternative working has become necessary. The period during which the parties agree that the Coronavirus (COVID-19) crisis requires alternative working is hereafter called the ‘emergency period’.

**2.2** The Employer will take all practicable steps to avoid any loss of jobs or reductions in pay during this emergency period and will seek to minimise disruption to the lives of its workers. The Union and its membership will co-operate with the Employer in following the alternative working arrangements set out in this agreement and in entering constructive dialogue to minimise the negative impact of the Coronavirus (COVID-19).

# SCOPE OF THIS AGREEMENT

**3.1** The Agreement covers all workers up to and including (INSERT) level and the Employer recognises the Union as the sole union entitled to represent the interests of the workers and negotiate on their behalf. During the period of its application, the Agreement supersedes all previous arrangements concerning the matters it covers.

**3.2** As and when the Parties agree that it is an appropriate response to the Coronavirus (COVID-19) crisis, the following alternative working arrangements may be put in place: -

* Temporary home working.
* Temporary lay-off periods (during which workers will be furloughed).
* Necessary non-remote work (to be done in the workplace during the crisis period).

# REPRESENTATION, NEGOTIATION AND CONSULTATION

**4.1** The Parties agree that all related matters pertaining to employment, terms and conditions and health and safety, are to be the subject of meaningful consultation and negotiation.

**4.2** The Collective Bargaining Negotiating Committee is the principle negotiating forum, but in recognising the need for timely consultation a specific Sub-Committee may be set up (The Coronavirus Emergency Sub-Committee).

**4.3** If the Sub-Committee is established the Employer and the Union Shop Stewards Committee will each nominate two representatives to attend regular meetings.

**4.4** During the emergency period the Collective Bargaining Negotiating Committee (or Sub-Committee) will review and discuss all matters relating to the implementation of this agreement and any other matters relating to the impact of the Coronavirus (COVID-19) crisis on workers.

**4.5** These matters will include but not be limited to agreeing:

* Which workers should be subject to which alternative working arrangements.
* The timing of when alternative working arrangements need to be started, ended and/or changed.
* When and how workers will be informed of developments.
* Any disputes that may arise on interpretation of the Agreement or the way that it is implemented.

**4.6** The Collective Bargaining Negotiating Committee (or Sub-Committee) will draw upon expert advice as it sees fit and will also disseminate joint positions and relevant information to the workforce.

**4.7** The Committee will use appropriate remote meeting and communication tools to respect rules on social distancing.

**4.8** Both Parties retain the right to call emergency meetings as circumstances dictate.

# HEALTH & SAFETY

**5.1** TheParties agree that in the case of the Coronavirus (COVID-19) the Employer must work with the Union to develop specific risk assessments, safe systems of work, policies and procedures designed to minimise the exposure of the workforce and the public. The parties will also cooperate to establish emergency and ‘serious and imminent danger’ procedures as appropriate. All these measures must be regularly reviewed by the appropriate Health and Safety Committees and kept up to date in order to take account of the latest medical advice.

# TEMPORARY HOME WORKING

**6.1** In line with Government advice, workers whose work can be carried out remotely will normally be expected to work from home during the emergency period.

**6.2** In order to facilitate working from home, the Employer agrees to abide by the following principles:

* The Employer will pay for and otherwise facilitate any goods or services that are reasonably required by workers in order to work from home.
* The Employer will prioritise any adjustments required for disabled workers to have suitable workstations.
* No worker will be expected to work from home if they can demonstrate that their home is not suitable for remote working.
* The Employer will ensure that workers are provided with any training required to carry out remote working.
* No worker will be expected to work from home if appropriate IT systems and technology to support remote working are not in place, are not functioning or if they have not had the required training to operate those systems.
* Workers who cannot work their normal hours because they have to care for children and/or other vulnerable persons in their home will not incur any negative impact from the Employer, on their remuneration or otherwise.
* The Employer will take all necessary measures to safeguard the mental and physical health of staff who are working from home.

**6.3** Before the Employer makes any move towards new permanent or longer term homeworking arrangements, the parties will negotiate a homeworking agreement setting out a framework for homeworking in more detail.

***NOTE: Longer term homeworking should be voluntary and accompanied by all necessary support and structures. It should also be incorporated into long term planning alongside other measures for flexible working with employees’ health and safety in mind. You can get a WVP TEMPLATE HOMEWORKING AGREEMENT here: https://bit.ly/3mQc6LK***

# TEMPORARY LAY-OFF PERIODS

**7.1** During the emergency period, workers who cannot work from home may have to be laid-off for one or more temporary periods. This may also include working fewer hours and being laid off for the remainder of normal working time. These workers will be designated as ‘furloughed workers’**.**

**7.2** Lay off periods will be kept under review with the Collective Bargaining Negotiating Committee (or Sub-Committee). Furloughed workers will be informed in writing and will require at least 48 hours’ notice before the start, the continuance and end of a lay off period.

**7.3** Furloughed workers will be paid their full rate of pay for lay off periods. This will be the rate of pay they normally receive for working under their contract including any standard bonuses or premiums.

**7.4** Where workers’ pay is variable, they will receive their median rate of pay or the mean average of their pay from the date of their most recent pay rise to the beginning of the lay-off period, whichever is greater. The calculation period for workers who have not yet had a pay rise will begin when they started work.

**7.5** Any furloughed worker who is sick or self-isolating during a lay off period will continue to be designated as furloughed and paid the same as other furloughed workers.

**7.6** Holiday, pension and other arrangements will be continued as normal, as will the provision of any non-monetary benefits.

***NOTE: HMRC has agreed to reimburse 80% of furloughed workers’ wage costs, up to a cap of £2,500 per month (currently the employer must still cover the employees' NI and pension contribution).***

***Employers can only put employees onto a furlough arrangement if they have a contract (or a collective agreement) which specifically says they can.***

***This could put you in a strong position to demand full wages and to only accept a small reduction if the employer does not have the ability to pay full wages (e.g. “95% of their full rate of pay for the lay-off periods”)***

# NECESSARY NON-REMOTE WORK

**8.1** This agreement recognises that some workers may be required to do work that cannot be done remotely and which must continue to be done in the workplace during the emergency period.

**8.2** In the case that some workers are to be laid off while others are required to attend the workplace, the Employer will request the consent of individuals and request volunteers.

**8.3** Volunteers will then be prioritised to take on the additional risks and inconvenience entailed in travelling to and attending the workplace during the emergency period.

**8.4** If redeployment is necessary the Employer will first of all reassign workers with the required skills who have volunteered and who would otherwise be working from home or be laid off.

**8.5** The Parties recognise that it is the right of any individual to refuse redeployment and that there could be any number of valid reasons for refusing such a request.

**8.6** Accordingly the Parties agree that refusal to redeploy will not lead to disciplinary investigation or sanction.

**8.7** The Employer agrees to do everything reasonable to ensure that workers carrying out non-remote work are not in vulnerable groups, such as those with underlying health conditions.

**8.8** The Employer will not require anyone to carry out work in contravention of Government recommendations on social distancing or without appropriate Personal Protective Equipment.

**8.9** The Employer recognises that workers carrying out necessary non-remote work during an emergency period should be properly rewarded and will award additional compensation in the form of a 10% premium for such work.

***NOTE: Recent changes to Government furlough rules make it possible for employers to claim compensation for workers who have their hours cut as a result of the pandemic. This means that there could be a choice between workers going in part-time, doing full-time non-remote work, or being on full-time furlough.***

***The more workers that undertake non-remote work during the emergency period, the higher the risk of contracting and spreading COVID 19. However, it would be unfair to have some workers doing all the work while others stay at home on the same wages.***

***In this event it may be especially important to ensure that the workers who are going in are doing so on a voluntary basis and that they receive some additional compensation.***

***The 10% premium is a suggestion. Depending on the circumstances and the financial health of your employer you may want to propose alternative appropriate compensation such as; additional holiday, a bonus payment or a different premium on top of basic pay.***