

FURLOUGH POLICY

INTRODUCTION

The COVID-19 outbreak has had a serious financial impact on many organisations who cannot carry out their normal operations. In recognition of this the UK Government introduced a Coronavirus Job Retention Scheme (CJRS). The CJRS is designed to assist organisations by covering 80% of pay costs for employees involved in certain works during the lifetime of the CJRS who go on ‘furlough’ (a form of paid leave). The CJRS is currently available to organisations until 30 April 2021. Tayside Contracts participated in the CJRS during the first ‘lockdown’ and is once again seeking to participate in the scheme. However, while we can only receive a maximum of 80% of pay costs through the CJRS Tayside Contracts will make up the remaining 20%, so all Tayside Contracts employees on furlough will receive their full contractual pay* (*see note below).

SCOPE OF POLICY

Tayside Contracts participates in the CJRS to recover pay costs which cannot be met in Construction due to services ceasing as they are not considered ‘essential’ and in School Catering and Non-School Cleaning due to school or building closures. Tayside Contracts believes that the only areas of our activities which we could make a CJRS claim for are private works, capital works, the provision of paid school meals and Leisure Trust cleaning. Therefore, this policy applies only to full-time, part-time or fixed-term employees in Construction, School Catering, Non-school Cleaning and in office-based jobs who have been on Tayside Contracts’ payroll since 30 October 2020.

HOW MANY AND WHICH EMPLOYEES WILL BE ASKED TO GO ON FURLOUGH?

Unlike other organisations Tayside Contracts does not have groups of employees who only work on capital works, private works in Construction, in School Catering on the production and delivery of paid school meals or Non-School Cleaning. Therefore, we have used a basic method of arriving at a percentage based on the split of revenue income as a percentage of total income with the remainder being either capital or private income (including paid school meals).

These percentages have been used to estimate the maximum number of employees who can be furloughed:

| | |
|--------------------------|--------------------------------------------------------------------|
| Cleaning | Only Leisure Trust/private work cleaners are eligible for furlough |
| Janitorial Services | None |
| School Crossing Services | None |
| Catering | 465 |
| Construction | 217 (including office-based Construction employees) |
| Other Office-based | 26 |

FULL FURLOUGH AND FLEXIBLE FURLOUGH

Organisations can opt to either fully furlough or flexibly furlough employees. If an organisation fully furloughs an employee, they cannot undertake any work for the employer while they are furloughed full time. If the employee is put on flexible furlough, they can work for any amount of

time and any work pattern but they cannot do any work for the employer during the hours that Tayside Contracts record them as being on furlough.

TERMS AND CONDITIONS OF EMPLOYMENT WHILE ON FURLOUGH

Going on furlough, either full or flexible, constitutes a formal amendment of your terms and conditions of employment. However, all other terms and conditions of employment, including pay, will remain unchanged both during the furlough period and on return to work.

While on furlough employees will receive their full contractual pay* and employee and employer national insurance, pension and income tax contributions and deductions will be applied as normal.

Employees who are placed on full furlough cannot undertake work for Tayside Contracts that amounts to providing services to it or generating income for it.

Dual employees i.e. those who have more than one job with Tayside Contracts as an employee can be put on flexible furlough and so be furloughed in one job and continue to work in another. You must continue to be available, as required, to attend and work your normal contractual hours in your other job (s) from which you have not been put on furlough from. Similarly, employees with one job can be flexibly furlough and continue to work for some hours whilst furlough for the remainder of their contracted hours.

We may require you to undertake training whilst on furlough and you will receive your normal rate of pay for this. Such training will be delivered in a manner consistent with social distancing measures in place from time to time. This will be in agreement with the employee and will relate to your job role.

While an employee is on furlough, Tayside Contracts continues to have a duty of care for your health and safety. To this end, your manager may contact you during furlough. This contact is likely to be in the form of a telephone conversation to enquire about your wellbeing and whether or not there is anything they can do to help you maintain good wellbeing, both physical and mental.

PAID WORK FOR OTHER EMPLOYERS WHILST FURLOUGHED

Full-time Employees

Employees who are employed on a full-time basis and on furlough are not permitted to undertake paid work for other organisations while they are on furlough unless they have been given prior permission to do so by the Managing Director.

Where an employee already has permission for secondary employment, they do not need to renew this approval.

Part-time Employees

Employees who are employed on a part-time basis and on furlough can undertake paid work for other organisations while they are on furlough although they must ensure that the working pattern with another employer does not conflict with your contractual working pattern with Tayside Contracts.

All employees on furlough can, if they wish, carry out unpaid voluntary work.

LEAVE WHILE ON FURLOUGH

Employees will continue to accrue annual leave and public holiday entitlement as normal during furlough.

Employees on furlough will take fixed public holidays as normal.

Employees on furlough can request and take annual leave as normal and must submit their requests for this using the normal approval processes.

Term-time employees will continue to follow their normal pattern of working and non-working days.

FURLOUGH AND SICKNESS ABSENCE

While employees cannot be on sick leave and furlough at the same time employees, at their request and with the approval of their Unit Head can go on furlough rather than sick leave. This would require their GP to sign them fit to return to work and them being able, like all employees on furlough, to return to work with 48 hours' notice. Employees who cannot be certified as fit to return to work will not be permitted go on furlough.

FURLOUGH SELECTION CRITERIA AND PROCESS

1. There is no minimum furlough period and employees may be removed from furlough with 48 hours' notice in the case of an unanticipated requirement for them to work.
2. Those with more than one job with Tayside Contracts can be furloughed in one or more of their jobs and not furloughed in their other job(s).
3. Tayside Contracts will select and write to employees who are eligible to be furloughed asking if they wish to be furloughed. Letters will be sent via email to those employees we hold email addresses for and via hard copy letter to those we do not have an email address for.
4. Employees who wish to be furloughed must reply with their written consent NB: Only employees who give their written agreement can be furloughed. Consent will be accepted in hard copy and via email but the email confirming consent must come from the same email address we have recorded for that employee.
5. Tayside Contracts will write to employees who have agreed to be furloughed confirming that they will be furloughed and that this constitutes a formal amendment to their terms and conditions of employment.
6. Where the number of employees agreeing to be furloughed exceeds the maximum allowed for each function a fair and objectively justifiable selection criteria will be applied which will comply with the Equality Act and other relevant legislation.
7. This may include the introduction of a rota system whereby we will rotate those on furlough.
8. Priority for furlough will be given to those who:
 - are unable to work because they are 'shielding' due to being in the extremely high-risk category
 - are unable to work due to caring responsibilities, e.g. childcare, caring for a vulnerable person
 - those in the higher risk category who would prefer to not attend work

- best enable Tayside Contracts to meet its equalities duties.

There is no right of appeal against a decision not to furlough an employee.

POLICY VIOLATIONS

Failure to comply with this, or any other employment policy may result in individuals being investigated and disciplinary action taken against them in accordance with Tayside Contracts' Disciplinary Policy.

CONSULTATION

Tayside Contracts' recognised Trade Unions have been fully consulted on the Furlough Policy and have agreed a 'Memorandum of Understanding' (refer to the appendix to this policy) which confirms the mutual desire of management and our recognised Trade Unions to apply furlough as a means of better securing Tayside Contracts jobs now and in the future.

POLICY REVIEW

The Furlough Policy will be reviewed by the HR Manager at regular intervals.

DATA PROTECTION LEGISLATION

Tayside Contracts respects the privacy of our employees, any personal data processed during the application of this policy will be in line with Data Protection Legislation. Further information on how we may process personal data for the purpose of applying this policy can be found in our Privacy Notice.

Should you have any queries or require further clarification regarding any aspects of this policy or related policies please contact, HR Services on 01382 812721 or employment.policies@tayside-contracts.co.uk

If you would like this document translated into another language or in another format such as audio or large print then please contact Angie Thompson, Equalities and Communications Manager on 01382 834165 or angie.thompson@tayside-contracts.co.uk

APPENDIX

MEMORANDUM OF UNDERSTANDING BETWEEN:

TAYSIDE CONTRACTS AND UNISON, UNITE THE UNION AND THE GMB

Tayside Contracts and its recognised Trade Unions, UNISON, Unite the Union and the GMB agree the following Memorandum of Understanding on 5 May 2020 that:

1. Tayside Contracts will follow the Government's Coronavirus Job Retention Scheme ('CJRS') guidance as amended from time to time.
2. Tayside Contracts will agree that where employees are to be furloughed, this will be at 100% of their regular salaries (especially for those on National Living Wage).
3. Tayside Contracts will consult with its recognised Trade Unions over its policy on furlough. The term 'furlough' is to be understood as it is used in the JRS. The Trade Unions reserve the right to object to any decision to furlough employees and may take such action as it decides. Tayside Contracts and the Trade Unions understand that any decision to furlough rests solely with Tayside Contracts.
4. Tayside Contracts will only furlough employees in numbers which are proportionate to Tayside Contracts' income which is not directly funded by public monies i.e. private works, capital works and the provision of paid school meals.
5. All Tayside Contracts employees will continue to be paid in the 'usual way' and pay employees their full contractual pay* when they are furloughed, working or otherwise.
6. Tayside Contracts agrees to comply with the Working Time (Coronavirus) Amendment Regulations 2020 and permit the carry-over of annual leave where employees are unable to take their annual leave. Tayside Contracts also agrees to pay annual leave taken during furlough or otherwise at the usual rate of pay payable to that employee.
7. Tayside Contracts agrees that trade union representatives will continue to be paid in line with their existing trade union agreements as representative are still required to conduct trade union activities and provide services.
8. Trade Union Representatives on furlough may choose to continue to represent their members on a voluntary basis.
9. Tayside Contracts carries sole responsibility for complying with the entirety of the CJRS scheme. In particular, Tayside Contracts shall take such steps as are required by CJRS para 6.7 to ensure that all employees 'have agreed in writing (which may be in an electronic form such as an email) that the employee will cease all work in relation to their employment'.
10. The terms and conditions of employees revert to the contractual position on their return to work.

***NOTE: The Trade Unions reserve the right to revisit the definition of 'full contractual pay' with management in the context of this policy at a later date when further advice on this becomes available.**

MEMORANDUM OF UNDERSTANDING BETWEEN:

TAYSIDE CONTRACTS AND UNISON, UNITE THE UNION AND THE GMB

Signed and dated

For and on behalf of Tayside Contracts:

 13/01/21
Keith McNamara, Managing Director

For and on behalf of UNISON:

..... ** 07/05/20
Maureen Dickson, Regional Organiser

For and on behalf of Unite the Union:

..... ** 11/05/20
David Lawson, Regional Organiser

For and on behalf of GMB:

..... ** 12/05/20
Helen Meldrum, Regional Organiser

** Agreement confirmed via email/formal meeting note due to COVID-19 restrictions