

MEMORANDUM OF UNDERSTANDING BETWEEN:

UNISON, UCU and Unite

&

Lancaster University

UNISON, UCU & Unite (“the recognised trade unions”) and Lancaster University (“the University ”) agree the following Memorandum of Understanding on DATE that:

INTRODUCTION

1. This Memorandum acts as a statement of intent for the period of the operation of the Government’s [Job Retention Scheme](#) up to the end of June 2020 in the first instance. Unless otherwise explicitly stated below, all sections of this memorandum related to the period of operation of the Job Retention Scheme will cease to be of any effect following the closure of the Scheme when the principles of Partnership Agreement between Lancaster University and the recognised Trade Unions will continue to be observed.
2. The University will follow the Government’s [Job Retention Scheme](#) (“JRS”) guidance as amended from time to time.
3. The furloughing measures are a temporary arrangement for the sole objective of maintaining health and safety, retention of staff during the coronavirus pandemic and to protect the financial viability and business continuity of the University for the purposes of application to the UK government’s Job Retention Scheme to secure continuing employment for all staff on their current terms and conditions.

OPERATION OF THE SCHEME

4. The identification of roles subject to furlough will be determined as below:
 - a. Where roles are unable to be carried out at home (including where personal and/or family situations and caring responsibilities make any expectation of homeworking unrealistic) and/or,
 - b. Where work has reduced due to the Coronavirus pandemic and/or a reduced operating model is in place
 - c. Where external funders or partners have requested the furloughing
5. In instances where there is a need to select some staff members but not all from a pool of the same role the University will consult with the recognised trade unions to agree principles for selection criteria, with HR Partners working with the recognised trade unions on any local variances subject to operational requirements, following any Government guidance available at the time.
6. Explicit consent from individual staff members will be obtained by the University before they are considered to be furloughed. This consent will be in the form of signed agreement or electronic alternative.
7. The University will provide staff members with as much notice as reasonably practicable in the circumstances regarding any changes to working arrangements. This includes asking

staff members to return to work. When staff members are asked to return to work, the University will provide a minimum of 5 working days' notice.

8. Staff members whose roles have been identified as furloughed will not be provided with any work during the period they are furloughed. Staff can undertake training and keep in touch with the University where this helps protect their health and wellbeing.
9. Where the University is in receipt of public funding (as set out in the JRS), the recognised trade unions expect the University not to furlough staff and instead to continue to pay staff in the "usual way", in full whether working or otherwise.
10. The University will apply the JRS (subject to Government Guidance) for casual workers who are on the PAYE system with variable hours, including ERS staff who are unable to work due to Covid-19 with previous pay used as a benchmark for furlough pay in line with government guidance and eligibility.
11. Where the University is not in receipt of public funding (as set out in the JRS) or subject to other direction from other funding bodies, and employs staff on zero hours contracts paid through PAYE, who are unable to work due to Covid-19, the University agrees to furlough staff and pay them according to the JRS.
12. All staff on furlough remain employed by Lancaster University in their current substantive roles.

TERMS AND CONDITIONS OF EMPLOYMENT AND THE CONTINUANCE OF PENSION AND NON-PENSION BENEFITS

13. All terms and conditions are maintained.
14. The University will continue to pay all furloughed staff members at 100% of salary, as normal to the end of June 2020, reviewable if a further extension to the scheme is announced. Salaries will be subject to tax and national insurance deductions as normal. Payslips will continue to be issued to staff members during the furlough period.
15. The University 's National Insurance Contributions (NICs) and pension contributions will continue to be paid at the normal rate.
16. The University is committed to ensuring that there is no detriment to staff members' terms and conditions of employment under the Job Retention Scheme.
17. Any decision to furlough staff will have no bearing on any future redundancy exercise and employees who are furloughed will not be placed at a disadvantage as a result of being furloughed insofar as the operation of any selection criteria for redundancy purposes.
18. Continuity of service will continue to accrue during the furlough period.
19. Staff members will be entitled to take Bank Holidays as normal. Staff members will be encouraged to take annual leave during the furlough period in line with existing University policy and to ensure equity with those who continue to work.
20. Furloughed employees will accrue pay increments and cost of living increases, annual leave and all other benefits throughout the period of furlough leave.

21. The University agrees to comply with the Working Time (Coronavirus) Amendment Regulations 2020 and permit the carry over of annual leave where staff are unable to take their annual leave in circumstances where it is 'not reasonably practicable' to take this leave as a result of the Covid-19, namely for essential workers and/or those working with the NHS on the national effort. All other outstanding annual leave carry forward for 2020/21 will be limited to five days. The University also agrees to pay annual leave taken during furlough or otherwise at the usual rate of pay payable to that member of staff.

ARRANGEMENTS FOR TRADE UNION REPRESENTATIVES

22. The University agrees that trade union representatives from the recognised trade unions 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.

MORATORIUM ON RESTRUCTURE PROPOSALS AND THE ENDING OF FIXED TERM CONTRACTS

23. The University agrees that any and all proposals that would put indefinite staff members at risk of redundancy will be suspended until 30 June 2020, reviewable if a further extension to the scheme is announced, in recognition of the unprecedented current circumstances and the uncertainty of requirement for future staff resourcing. If the University is to propose redundancies after this time, excluding any voluntary redundancy/severance schemes, the University will collectively consult with the recognised trade unions in line with current policies and procedures.
24. The University agrees that the ending of fixed term contracts as a direct consequence of Covid-19 is suspended until 30 June 2020, reviewable if a further extension to the scheme is announced, other than those fixed term contracts where there is a no reasonable expectation of its extension or a successive contract. In these circumstances affected staff members will be subject to current policies and procedures and the University will undertake to seek to avoid redundancy and make every effort to offer redeployment opportunities.

EQUALITY IMPACT ASSESSMENT

25. An Equality Impact Assessment will be provided by the University at the earliest opportunity and will be reviewed with the recognised trade unions from time to time, and particularly when the University seeks to furlough significant numbers of staff at one time.

Signed and dated

For and on behalf of the Lancaster University:

For and on behalf of the recognised trade unions:

UNISON:

UCU:

Unite: