



Model Agreement

Workforce Policy for Duration of COVID-19 Crisis

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1 General principles

- 1.1 [Name of employer] and [UNISON Branch] recognise that the Covid-19 outbreak represents an unprecedented crisis for the modern workplace.
- 1.2 This policy sets out the key measures to ensure that, while seeking to maintain the best service possible over the course of the crisis, the protection of staff and service user health will be treated as the highest priority.
- 1.3 In discharging this policy, meetings will be held with UNISON's appointed reps on at least a [weekly] basis, supplemented by ad-hoc meetings as required, to consider the effectiveness of policy implementation and any new measures needed, given the rapidly changing developments that have characterised the crisis.

2 Procedure for staff experiencing symptoms

- 2.1 [Name of employer] will publicise to staff that the symptoms of Covid-19 usually come in the form of fever (high temperature), a cough and / or chest tightness accompanied by shortness of breath.
- 2.2 Where a member staff experiences such symptoms, they will notify their line manager and be instructed to remain at home for seven days. If they develop symptoms while at work, they will be immediately sent home.
- 2.3 [Name of employer] will highlight that such self-isolating staff should contact NHS 111 in the event that their condition deteriorates within the seven days or their symptoms remain after seven days.
- 2.4 Any period of absence prior to medical confirmation that a member of staff has contracted Covid-19 will be treated as medical exclusion (since their presence at work could put staff at risk) and therefore all dimensions of their pay, terms and conditions will be unaffected.
- 2.5 If a member of staff is unable to return to work after seven days, contact shall be made with the individual or their family to receive an update on their situation. Proof of their condition will only be required if this can be provided through NHS 111.
- 2.6 Where a member of staff is diagnosed with Covid-19, sickness absence shall not be counted toward a trigger for action specified in any attendance management, disciplinary or capability policy.
- 2.7 In the event of the Covid-19 crisis continuing for many months as predicted, limitations on the carryover of leave to the following leave year shall be relaxed.

- 2.8 At the point any member of staff is diagnosed with Covid-19, they will be paid in accordance with the [name of employer] sick pay policy
- [Where there is no occupational sick pay policy, replace with “At the point any member of staff is diagnosed with Covid-19, they will be paid statutory sick pay from day one in accordance with government emergency regulations”.]
- 2.9 [Where there is no occupational sick pay policy or it does not extend to all staff, include the following clause “Where the weekly income of a member of staff does not reach the low pay threshold of £118 (to be raised to £120 from 6 April 2020), staff will be informed that that they are entitled to claim Universal Credit or Contributory Employment and Support Allowance.”]

3 Procedure for staff in a household experiencing symptoms

- 3.1 Staff will be instructed that, as per government requirements, if a member of their household develops symptoms, they will be required to remain at home for 14 days from the day that individual first started displaying symptoms.
- 3.2 Such a period of absence will be treated as medical exclusion (since their presence at work could put staff at risk) and therefore all dimensions of their pay, terms and conditions will be unaffected.
- 3.3 In the event that the member of staff starts to display symptoms themselves, they will move onto the procedure set out in clause two of this agreement.
- 3.4 While absent on this basis, staff will work from home as far as they are able and to facilitate this staff will take home laptops and mobile phones at the end of the working day whenever possible so that they can react to the sudden emergence of symptoms in the household.

4 Protection measures to be implemented

- 4.1 [Name of employer] recognises that physical changes to the workplace and adjustments to working arrangements can reduce the chance of infection spreading through the workforce via respiratory secretions and contaminated surfaces.
- 4.2 In accordance with employer health and safety duties, a thorough risk assessment will be made of the workplace in the light of the new threat posed by Covid-19. Assessments will include consideration of whether staff health can be protected through the following actions.
- 4.3 Physical changes to the workplace
 - 4.3.1 Ensuring adequate availability of hand-washing facilities, utilising soap, water and alcohol-based hand rub, alongside publicising among staff the need for hand washing on arrival at work and throughout the day.
 - 4.3.2 Reviewing the provision of tissues and sealed bins for disposal, along with the regularity of waste collection.
 - 4.3.3 Considering the intensification of cleaning methods and its regularity.
 - 4.3.4 Ensuring cleaning staff are provided with disposable gloves and aprons, utilise disposable cloths and mop heads, and deploy both detergent-based and steam cleaning as appropriate.
 - 4.3.5 In dealing with an area where someone has displayed symptoms, consider whether it is feasible to shut off the area for 72 hours before cleaning, ensure that cleaning staff are provided with surgical masks and full-face visors, specify that waste is double bagged and held for 72 hours before disposal
 - 4.3.6 If any member of staff is later confirmed as having Covid-19, [name of employer] will work with the government health protection team charged with following up cases to implement any actions required.

4.4 Changes to working arrangements

4.4.1 With the aim of minimising contact through travel and meetings, putting in place the following measures:

- A presumption in favour of allowing staff to work from home and a review of technical support needed to facilitate such working;
- Cancellation of all non-critical meetings;
- Holding meetings through telephone and video conferencing;
- Cancellation of all travel outside the office that is not simply to and from home;
- Where working from home is not possible, allow changes to hours that facilitate travelling outside peak times.

4.4.2 Organising the workplace to reduce contact through “social distancing” (in recognition that transmission is more likely between people at a distance of less than two metres), more effective separation of the working times and spaces used by different teams of workers and limiting contact where possible with service users (through such methods as replacing face-to-face meetings with telephone or email contact).

4.4.3 Ensuring these changes to working arrangements are given the highest priority for staff who are particularly vulnerable to serious consequences if they contract Covid-19. The categories of staff most at risk are older workers, pregnant workers, staff with weakened immune systems and staff with long-term conditions such as diabetes, high blood pressure, asthma, cancer, heart disease and chronic lung disease.

5 Dealing with staff shortages

5.1 It is recognised that the Covid-19 crisis raises the likelihood of severe staff shortages in some or all of [name of employer]'s operations. In dealing with these shortages at a departmental or organisational level, the following approach will be taken:

- A workload review will prioritise activities and identify the least essential work that can be set aside over the crisis;
- Consideration will be given to recruiting staff on temporary full or part-time contracts;
- While redeployment of staff may be necessary, a voluntary approach will be targeted that allows for appropriate training to fulfil new roles and does not require staff to fulfil roles beyond their grade.
- Annual leave that has already been agreed will be respected as far as possible, particularly for those who have already made holiday payments. Request to cancel leave will form a last resort and notification will respect the legal requirement for a notification period double that of the cancelled leave.

6 Procedure for staff with caring responsibilities

6.1 Where a member of staff has caring responsibilities for parents during the proposed period of enforced isolation for over 70s at home, children during a school closure, or a dependant who has contracted Covid-19, it may be possible to respond through extensive working from home arrangements. However, in recognition that these circumstances will place immense demands on carers, these arrangements will be supplemented by the extension of paid special leave for a period of up to [15 days].

7 Protecting contractor staff

- 7.1 This policy will be shared with contractors to seek the same standard of protection for contractor staff, in recognition that the mixing of directly employed and contractor staff in the workplace staff means that the health of all is dependent on the same high standards implemented throughout the combined workforce.
- 7.2 Planned payments to contractors will be maintained over the period of the Covid-19 crisis in recognition that the pay, terms and conditions of contractor staff are dependent on these payments.

8 Maintaining records

- 8.1 A log will be maintained of staff who are self-isolating and any member of staff who is diagnosed with Covid-19.
- 8.2 In order to ensure effective contact with staff throughout any period of absence, [name of employer] will ensure that emergency contact details are brought up to date.
- 8.3 Reasons for absence are classified as sensitive personal data and therefore will be processed in accordance with the GDPR and in a way that does not allow for identification of any individual in any general communication unless it is in compliance with health and safety legislation.

9. Signatories

This agreement comes into force on:

Date:.....

This agreement will be reviewed on:

Date:.....

SIGNED for [name of employer]

DATE

SIGNED for [UNISON branch]

DATE