

# CORONAVIRUS (COVID-19) LOCKDOWN AGREEMENT

## 1 INTRODUCTION

**1.1** This agreement (hereafter called 'the Agreement') is made between Marshalls plc on behalf of Marshalls businesses (hereafter called 'the Employer'), UNITE and GMB the Union (hereafter called 'the Union'). In the case of Covid-19 'the Union' will negotiate on behalf of its employees. 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.

## 2 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).

## 3 SCOPE OF THIS AGREEMENT

**3.1** The Agreement covers all employees across the Marshalls group. The Employer recognises the Union as the union body entitled to represent the interests of the workers and negotiate on their behalf. For a period of at least twelve months, only in relation to Covid-19 Lockdown, 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 period (during which workers will be furloughed).
- Essential work (to be done in the workplace during the crisis period).

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***NOTE: This agreement does not deal with SHORTER WORKING TIME or REDUCED HOURS. Government compensation for furloughed workers only applies to workers who do no work for the Employer. This makes it less attractive to spread work across the workforce. It is also important to note that to maximise the impact of social distancing the number of workers undertaking Essential Work should be kept to a minimum.***

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## 4 REPRESENTATION NEGOTIATION AND CONSULTATION

**4.1** Both 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:

- Sharing 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.

## 5 TEMPORARY HOME WORKING

**5.1** In line with Government advice, workers who are not required to carry out essential work in the workplace and whose work can be carried out remotely will normally be expected to work from home during the emergency period.

**5.2** 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. If an individual chooses to install or upgrade their broadband then the business would not reimburse them unless we identify them as being in a business critical role.
- 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.

## 6 TEMPORARY LAY-OFF PERIOD

**6.1** During the emergency period, workers who cannot work from home may have to be laid-off for a temporary period. These workers will be designated as 'furloughed workers' and will not be assigned any work by the Employer during the lay off period. Furloughed workers will require at least 48 hours' notice before the start and end of the lay off period.

**6.2** For the period of 25<sup>th</sup> March 2020 to the 14<sup>th</sup> April 2020 furloughed workers will be paid as follows:

For full time and part time salaried employees, the employee's actual salary before tax, as of 28 February will be used to calculate the pay. Fees, commission and bonuses will not be included.

For those employees who have a variable element of pay, i.e. fluctuates from month to month and have been employed for a full 12 months the pay will be calculated on the higher of either:

- February earnings from the previous year
- Average monthly earnings from the 2019-20 tax year

If the employee has been employed for less than a year, the payment will be calculated on an average of their monthly earnings since they started work.

Any actual payments made to employees which fall short of the JRS guidelines will be topped up.

**6.3** For new starters if they carry out business critical work, they will do so either from home wherever possible, or at site – in this latter case the holiday ‘thank you’ will apply.

If they have started after the 28 February 2020 and are not business critical they will be asked to stay at home and be available for essential communications from Marshalls. In the current three-week period of 25 March – 14 April when we are furloughing employees, we will honour their full contractual salary, even though we cannot claim it back from the government under the Job Retention Scheme.

**6.4** For employees who are over 70 or in the vulnerable category who are self-isolating/shielding for 12 weeks. These employees have been off work under the normal sick pay rules. If furlough status is applied to their role, they would move to furlough (as we don’t have any work for them). Those employees in roles which are in the critical category, would remain under normal sick pay rules (as we have work but they can’t carry out these duties) until such time as a decision were made to furlough these roles. At which point, they would move to furlough.

**6.5** For those employees who are on long terms sick, if sickness began before the 25<sup>th</sup> March 2020 they would remain under normal sick pay rules.

**6.6** For those employees who become sick during furlough leave, they are deemed to be not absent from work due to sickness as they are not normally working, so furlough leave would carry on, and any statutory sick pay or contractual sick pay would **not** apply.

**6.7** For existing Marshalls employees who have already resigned their employment to move to another role, we will commit to retain them on the Marshalls’ payroll and furlough them to protect their earnings. For the avoidance of doubt, if Marshalls can afford to ‘top up’ the furlough pay to 100% (or any other percentage) this will not apply to these individuals. This is purely on the basis that they are leaving the business.

**6.8** Marshalls will have to make decisions, based on cash flow projections, as to how it will deal with any subsequent three week furlough periods (in line with UK Coronavirus Job Retention Scheme). It cannot confirm, in the context of this agreement, what that strategy will be. This is based on the fact that there are many variables and wider considerations on which this type of decision will be based. It will confirm to the Unions any decision around its ability to pay (or otherwise) the optional ‘top up’ before it communicates with the wider employee base.

## **7 ESSENTIAL WORK**

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

**7.2** When selecting workers to carry out this essential work the employer will, where possible prioritise workers who have volunteered their consent to take on the additional risks and inconvenience entailed in traveling to and attending the workplace during the emergency period.

**7.3** If necessary the Employer will reassign workers with the required skills who have volunteered and who would otherwise be working from home or be laid off.

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

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

**7.6** As a recognition for the commitment for those who are unable to fulfil their business critical role by working from home, we will give an extra ½ day holiday for every day they work in this three-week period only. This can be taken in 2020 or 2021 subject to normal holiday booking processes.

Signed on behalf of the Company:

Louise Furness, Group HR Director and member of the Executive Team

Signed on behalf of the Union:

Chris Haigh, Unite Convener

Signed on behalf of the Union:

Tony Hulbert, Unite Regional Officer

Signed on behalf of the Union

Les Dobbs, Senior Organiser GMB