

Fair Employment Policies 2012

TUPE Plus contains the following Fair Employment policies:

1. The contractor gives an undertaking **not to offshore work** and **not** to transfer jobs **out of the Borough**. By this we are referring to all work **including** sub contracted work on the Barnet contract remaining within the borough.

In saying this we are not solely considering the **potential impact** on our members ability to travel to work that any relocation outside the borough would have. We are also mindful of the Council's responsibility, to its **constituents**, to **mimimise** unemployment and to ensure local jobs are provided for local people.

2. A guarantee that **TUPE** will last for the **length of contract**

This point has been rated **number one priority** by members in the understanding of the **high risk** to staff who are transferred out of the council. The aim of this point is to protect transferred terms and conditions of our members who are transferred out of the Council.

The branch are seeking a commitment from the Council and the contractor to **TUPE** lasting in full for **duration of the contract** which includes workers transferred to a sub contractor after which there would be a decision either for an extension or retender or bringing back in-house.

3. New starters on the Barnet contract will be on the **same terms and conditions** and the company will not operate a two-tier workforce.

The two tier workforce was only ever guidance. It is our view that this is within the gift of the employer and see **no legal** impediment to ensuring this is included in the contract. It is our experience outsourcing of staff leads to an '**us and them**' workforce which is not helpful to service delivery.

We are concerned that **two tier** workforce skews pay and whilst the transfer might be a material factor defence initially, they (new employer) might find themselves at risk of equal pay claims in the future.

No restrictions on staff promotion, for example, require transferred staff to transfer to the employer's own terms and conditions within the Barnet contract.

It is not just about voluntary changes but involuntary changes such as a **reorganisation**. We have many examples where as a result of

a reorganisation staff have found themselves facing major changes to their contract.

It is our view that this is within the gift of the new employer and there is **no legal** impediment to this.

4. All TUPE transferred employees to a private contractor are allowed to remain in, or join the Local Government Pension Scheme (LGPS) through Admitted Body Status. All **new starters** on the Barnet contract must have the option of **joining LGPS**.

5. The **current trade union recognition** and facilities agreement must be maintained including collective bargaining for the duration of the contract.

It is our experience that whilst some private sector organisations recognise trade unions for representation, they **do not** recognise unions for collective bargaining purposes. In light of concerns about restructures, redundancies etc, we could not accept anything other than full consultations and negotiation at least at the level that currently exist in the council.

No restrictions on the employment status of branch trade union officers in the representation of their members.

Mechanism would be in place to ensure that any LBB trade union rep could represent and negotiate individually and collectively on behalf of trade union member on any outsourced contract.

Contractors will be required to **make a contribution** to the Council's Corporate facility time budget to ensure transferred employees and new starters will continue to receive support from trade union branches.

Currently directorates contribute towards a central pot of funding for facility time and resources. This seeks to replicate the same arrangement with regards to private contractors delivering services on behalf of Barnet.

New starters must have equal opportunity to join a recognised trade union and that new starters are fully informed at staff induction about Trade Union recognition.

A new employer will be required to provide a check-off facility for the deduction of trade union subscriptions.

6. Annual Local Government Pay Awards will be **implemented** in full.

The **recent Alemo-Heron case** established that pay awards were dynamically linked to TUPE transferred members of staff. Whilst we understand that the case has been referred to the European courts for a decision whether or not this decision was beyond their powers in the interim we believe that until and unless the European courts

find a supreme court has acted out with its remit then the dynamic is re-established.

7. The contractor will be committed to Equal Opportunities, Work-life balance, Whistle blowing and Health & Safety policies at least equivalent to the Council's Employment and Corporate Policies.

We would be using our own Councils policies as a baseline standard to compare with the contractors.

The contractor will have a Workforce Development, Education and Training Plan approved by the Council.

We would be using our own Council's policies as a baseline standard to compare with the contractors

The current Job Evaluation Scheme would be applied for the duration of the contract.

If the contractor has its own scheme which is suitable for the types of workers transferring, it would need to be with union participation and equality proofed and be transparent in its scoring and have rights of Appeal otherwise GLPC would apply.

8. The Council must allocate adequate resources to **fully and effectively** monitor the employment policies and practices of the contractor as an integral part of the performance management of the contract.

We see **the link** between workforce employment issues and service delivery. In the past we have had valuable information on private contractor's practices which we believe add value to the contract monitoring process and should be a matter of contract compliance.

The trade unions would look to work with the council so that where there were breaches in contract this would allow the financial penalty regime to be implemented.

Our expectation is that there are in LBB multidisciplinary professional teams who would audit performance of the contract E.g. For social care contract the monitoring team would include social care professionals; HR: Finance and procurement with experience of statutory requirement.

We are also very concerned about the use of subcontractors. It is our experience that there is a lack of clarity with regards to use of sub contractors on Barnet contracts. It is our view that they need to be monitored on service quality and health & safety and staff terms & conditions