

Fair Employment Agreement

UCU aims to prevent privatisation by mobilising, campaigning and putting pressure on decision making bodies. However, it's also vital to protect staff under threat of transfer and to prevent a race to the bottom or the emergence of a two-tier workforce by bargaining to ensure fair employment for all staff in 'privatised' entities, including 'new starters'.

The more successful we are in actively campaigning against privatisation, the better our chance of winning protections if it does go ahead. Equally, the more successful we are in winning fair employment conditions for all staff, the less attractive we look to private companies.

Below is a model agreement which sets out the bargaining objectives we should be pursuing in any case of outsourcing, the creation of a new joint venture or partnership or the creation of a subsidiary company.

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There will be a guarantee that TUPE will last for the length of contract (the regulations do not specify a time period). This is essential to protect conditions of service, existing redundancy payments and early retirement provisions. Any variation to conditions of service would only be introduced following a collective agreement with the appropriate trade union.

New starters will either be college or university employees or will be on the same/very similar terms and conditions and the company will not operate a two-tier workforce.

All TUPE transferred employees and new staff must have the option of remaining within their pension scheme (USS or TPS)

Annual pay awards will be implemented in full unless otherwise agreed with the recognised trade unions.

No restrictions on staff promotion, for example, requiring transferred staff to transfer to the employer's own terms and conditions unless absolutely necessary because of nature of the work.

The contractor/company will be committed to equal opportunities, work-life balance, whistle-blowing and health and safety policies at least equivalent to the university/college employment and corporate policies.

The contractor will have a workforce development, education and training plan approved by the university/college.

The current job evaluation scheme would be applied for the duration of the contract.

The current trade union recognition and facilities agreement must be maintained, unless changed by agreement, for the duration of the contract. This should cover new staff who must have equal opportunity to join a recognised trade union.

The contractor gives an undertaking not to offshore work.

There shall be no restrictions on the employment status of branch trade union officers in the representation of their members.

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

The university/college 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 and reporting process.