 

**TUPE Transfer commitments**

11th May 2015

**UNISON is seeking the following TUPE plus agreement with the local Authority and the Landscape group**

**TUPE Transfer Commitments Sought**

1. 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.

2. Any variation to conditions of service would only be introduced following a collective agreement with the appropriate trade unions’ local branches.

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

4. All TUPE transferred employees and new staff must have the option of remaining within or joining the Local Government Pension Scheme or Teachers' Pension Scheme as appropriate.

5. Agreed local government pay awards will be implemented in full unless otherwise agreed with the recognised trade unions. There will be no requirements of TUPEd staff to move to the new employer’s own terms and conditions e.g. redeployment and promotion.

7. The new employer will commit to adopt all the existing Council’s Employees Staff Handbook Policies and Procedures including operational guidelines.

8. The new employer will provide a workforce development, education and training plan in partnership with the Council and the trade unions.

9. The job evaluation scheme in use at the point of transfer will be applied for the duration of the contract.

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

11. The new employer gives an undertaking not to offshore work and not to transfer jobs out of the Borough.

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

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

14. The new employer will be required to make a contribution to the Council’s Corporate facility time budget and/or the schools' traded service for TU facilities time to ensure transferred employees continue to receive support from trade union branches.

15. The Council must allocate adequate resources to fully and effectively monitor the employment and health & safety policies and practices of the contractor as an integral part of the performance management and reporting process.

16. No staff on the contract will earn less than the London Living Wage.

17. No staff on the contract to be employed on zero hours contracts.

18. Any sub-contractor commissioned to run any of the services included in the contract will be required to adopt the same TUPE Transfer Commitments.