

Draft outsourcing checklist

- **Excluded services** – an agreement on outsourcing could specify services which the employer would be committed not to outsource under any circumstances
- **Bringing services back in-house** – any agreement on outsourcing should also include a commitment from the employer to keep things under review and consider taking services back in-house
- **Training and qualifications** – the employer and trade unions should regularly negotiate over levels of training and qualification to ensure that employees have the best training available – this should lessen the possibility that a service could be better delivered through outsourcing but also that the outsourcing company must commit to provide services with employees given the same level of training and qualifications
- **Improving productivity** – the employer and trade unions should regularly discuss productivity improvements and how these can best be delivered on the basis of maintaining a well-paid and highly trained workforce thereby ensuring that the in-house workforce can match or better any potential outsourcing threat
- **Advanced notice** – the employer must give trade unions adequate advance of any plans to outsource any work
- **Strategic decision** – the employer (whether public authority or utility or private company) must justify outsourcing as part of its overall strategy and not just as a short-term cost-cutting measure
- **No redundancies** – the employer must give a guarantee of no redundancies – and agree to full consultation over potential redeployment of workers who are not transferred as a result of outsourcing
- **Alternatives** – trade unions must have the opportunity to put forward and discuss alternative proposals to the outsourcing plans and be given the resources and expertise to do this effectively
- **Timetable** – If unions concede the strategic justification for outsourcing then the employer must agree a proper timetable for full consultation and negotiation over the outsourcing process
- **Information** – the employer must provide the unions with as much information on the potential outsourcers as is needed to assess them
- **Transfer rights** – while it is acknowledged that the Acquired Rights Directive provides a range of protections for trade union and employee rights these are limited and the aim of any agreement on outsourcing should be to close any potential loopholes
- **Trade union rights** – the position of the potential outsourcers on recognition of union rights and collective agreements must be clarified at the earliest stage and the unions must have a right to reject them if they provide inadequate responses
- **Pay and conditions** – there should then be detailed negotiations on the impact of outsourcing on pay and conditions, pensions, , training and career development.

- **Health and safety** – health and safety procedures need to be established so that the responsibilities of the outsourcing company are clearly set out and there is a requirement for reporting to the principal company which should also have its own internal procedures for monitoring the outsourcing company.
- **Right to remain and return** – employees should have the right to remain with the original employer or, if transferred to the outsourcer, should have the right to return to the original employer within a specified period.
- **Continuing monitoring** – the original employer must agree to continue to monitor employment relations in the outsourcer and provide information to the trade unions and must use its contractual position to ensure that the outsourcer meets its commitments to the transferred employees.