

TUPE POLICY

1. Introduction

We believe our workforce are one of our key assets and that staff should be motivated and empowered and as such are committed both to consulting with staff on the effects of change on them and to supporting staff in dealing with any consequences of change.

It is our policy to comply with the Transfer of Undertakings (Protection of Employment) Regulation as amended TUPE.

In addition with complying with any obligations under TUPE;

- i. Full staff involvement in the process is encouraged
- ii. Staff affected by change are provided with appropriate advice and assistance at key stages to enable them to make informed decisions on their future options
- iii. There is the fullest possible consultation and, as appropriate negotiation with recognised trade unions or in none, independent staff representatives.
- iv. TUPE will be assumed to apply until the position is clearly established one way or the other so that at the appropriate time, relevant employees are provided with advice on the implications of transfer to our company on their current terms and conditions and also on broadly comparable pensions and are given opportunity to make contact with the relevant representative from our company.
- v. Statutory consultation with Trade Union representatives, if appropriate required under TUPE is planned and properly managed with the involvement of legal/HR advisors and personnel staff.
- vi. Steps are taken to ensure that change is as smooth as possible by producing a transition or transfer plan which sets our responsibilities and key objectives.
- vii. Effective communications are maintained.

2. Effective Communication

We recognise that poor or irregular communication can result in uncertainty, reduced motivation and erode trust between staff, their managers and colleagues. We are committed to ensuring that staff are kept informed, and we understand the need for clear and regular communication in order to build trust and confidence with our workforce.

3. Application of TUPE

Assuming TUPE applies, we will;

- i. take over the contracts of employment of all the employees who are employed in the undertaking at the time of the transfer (unless there are dismissals for economic, technical or organisational reasons entailing changes in the workforce) on the same terms and conditions as they are employed, except in relation to future occupational pensions entitlement.

- ii. take over all powers, rights, duties and liabilities in respect of the transferring employees
- iii. take over any collective agreements, including recognition agreements
- iv. make information available to workers representatives and the client and consult workers representatives on matters relating to the transfer.

4 Transfers

Assuming TUPE applies, all those working in the undertaking or the part transferred will be transferred except any dismissed for economic, technical or organisational reasons.

Employees have the right to object to the transfer of their employment, but unless the client is willing to redeploy them away from the part of the undertaking being transferred, they will be treated as having resigned rather than being dismissed by the client.

Such a resignation will not entitle an employee to redundancy payments or to claim unfair dismissal.

5. Terms and Conditions

We will take over the contracts of employment of all employees who are transferred in the undertaking at the time of the transfer (unless there are dismissals for economic, technical or organisational reasons entailing changes in the workforce) on the same term and conditions both express and implied as they are employed, except in relation to future occupational pensions entitlement.

We recognise that some terms and conditions will have no meaning outside the client's employment.

For example restrictions on political activities that cannot be justified in private employment. Others might be difficult to replicate.

We are committed to working with staff and their representatives to reach early agreement on such matters without disturbing the principal terms and conditions.

Staff on individual terms and conditions

We accept that some employees will have individual terms and conditions of employment for example part time or flexible working. We accept that these terms will transfer in respect of the employees concerned.

6. Releasing Information about Staff

We are prepared to provide the following information on staff:

- i. The number of employees.
- ii. The name of the post in which each employee is employed.
- iii. The salary or wages and other remuneration or benefits paid or given to each employee.
- iv. The period of notice required to terminate the employment of each employee.
- v. The whole terms and conditions of our pension scheme together with the number of employees who are a member of the scheme.
- vi. When it becomes clear that the contract will be retendered, we accept that the client should be entitled to give the information provided to it by us to any potential contractor invited to re-tender for the contract.

We recognise that the conditions of employment of its employees should be such that we

should be entitled to release to the client this information that might otherwise be confidential between us and our employees. In this regard, we will ensure that employees are aware of disclosure and the contents beforehand.

7.Keeping staff informed about TUPE

We will ensure that staff are informed about the possibility of TUPE applying and the likely implications. Staff are reassured that appropriate steps will be taken to ensure that in the event of them transferring to another contractor their terms and conditions will be safeguarded.

Once it has been decided that TUPE will apply, staff and their representatives are informed. If staff are to be transferred they are properly briefed and have the opportunity to discuss the implications with our company. We will also take steps to facilitate discussion with any incoming contractor.

Signed:

26/05/22