



TUPE Policy



1. Introduction

- 1.1 The Rydon Group ("Rydon") believes that its workforce is one of its key assets and that staff should be motivated and empowered. Rydon is committed both to consulting with staff on the effects of change on them and to supporting staff in dealing with any consequences of change.
- 1.2 Rydon's policy is to comply with the Transfer of Undertakings (Protection of Employment) Regulation 1981 as amended ("TUPE").
- 1.3 In addition to complying with any obligations under TUPE:
 - 1.3.1 Full staff involvement in the process is encouraged.
 - 1.3.2 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.
 - 1.3.3 There is the fullest possible consultation and, as appropriate, negotiation with recognised trade unions or, if none, other independent staff representatives.
 - 1.3.4 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 Rydon on their current terms and conditions and also on broadly comparable pensions and are given opportunities to make contact with Rydon.
 - 1.3.5 Statutory consultation with Trade Union representatives, if appropriate, required under TUPE is planned and properly managed with the involvement of legal advisers and personnel staff.
 - 1.3.6 Steps are taken to ensure that change is as smooth as possible by producing a transition or transfer plan which sets out responsibilities and key objectives.
 - 1.3.7 Effective communications are maintained.

2. Effective Communications

- 2.1 Rydon recognises that poor or irregular communication can result in uncertainty and demotivation and erode trust between staff, their managers and colleagues. Rydon is committed to ensure that staff are kept informed. Rydon understands the need for clear and regular communication in order to build trust and confidence with its workforce.

3. Application of TUPE

- 3.1 Assuming TUPE applies, Rydon will:
 - 3.1.1 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 (see below).
 - 3.1.2 Take over all rights, powers, duties and liabilities in respect of the transferring employees.
 - 3.1.3 Take over any collective agreements, including recognition agreements applicable to the employees transferring.
 - 3.1.4 Make information available to workers' representatives and the client and consult workers' representatives on matters relating to the transfer.

4. Transfers, Redeployments and Secondments

Transfers

4.1 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.

Redeployments

4.2 Rydon accepts that there may be scope for the client to redeploy staff not crucial to the performance of the contract. Rydon is willing to work with the client in relation to any redeployment and accepts that redeployment of certain staff should not have an adverse impact on the application of TUPE.

Secondments

4.3 Rydon recognises that there may be circumstances where the client prefers to second one or more of the staff currently employed on the work to Rydon rather than them transferring under TUPE. Rydon is committed to working with the client in relation to any genuine secondments provided that the client is able to re-absorb secondees at the end of the secondment period.

5. Terms and Conditions

5.1 Rydon 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 (see below).

5.2 Rydon recognises 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. Rydon is 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

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

Staff on career breaks

5.4 Whether or not staff on career breaks remain employed by the client during the break will depend on the terms of the career break agreement. If they remain employed, Rydon will work with the client with a view to reaching agreement as to whether they should form part of the transfer or whether redeployment will be possible/preferable in the circumstances.

5.5 Objecting

Rydon accepts that some staff have a right to object to the transfer under TUPE and so will not transfer to its employment.

6. Occupational Pensions

Pensions in the new employment

- 6.1 Rydon is prepared to offer transferring employees broadly comparable occupational pension provisions. In the unlikely event that broadly comparable pension provisions cannot be provided employees will be suitably compensated.
- 6.2 Rydon will offer membership of the Rydon Property Maintenance Limited pension scheme to transferring employees ("the Pension Scheme").
- 6.3 The Pension Scheme is GAD compliant and GAD has certified the Pension Scheme as broadly comparable with the client's pension scheme. Rydon is committed to ensuring that pension provisions remain broadly comparable and fit for such certification by GAD.

7. Anticipated Re-tendering

Releasing information about staff

- 7.1 Rydon recognises that if the contract is awarded in circumstances in which TUPE applies, there is no certainty that it would apply again if on re-tendering the contract were to be awarded to another contractor. Rydon's policy is to anticipate that TUPE would be likely to apply and to ensure that the client is provided with information about its workforce that can be passed on to other tenderers, subject to compliance with the Data Protection Act 1998 and as set out below.
- 7.2 Rydon is prepared to provide the following information on staff:
 - 7.2.1 The number of employees.
 - 7.2.2 The name of the post in which each employee is employed.
 - 7.2.3 The salary or wages and other remuneration or benefits paid or given to each employee.
 - 7.2.4 The period of notice required to terminate the employment of each employee.
 - 7.2.5 The whole terms and conditions of Rydon's occupational pension scheme together with the number of employees who are a member of the scheme.

- 7.3 When it becomes clear that the contract will be re-tendered Rydon accepts that the client should be entitled to give the information provided to it by Rydon to any potential contractor invited to re-tender for the contract.
- 7.4 Rydon recognises that the conditions of employment of its employees should be such that Rydon should be entitled to release to the client this information that might otherwise be confidential between Rydon and its employees. In this regard, Rydon will ensure that employees are aware of disclosure and the contents beforehand.

8. Keeping staff informed about TUPE

- 8.1 Rydon ensures 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.
- 8.2 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 Rydon. Rydon will also take steps to facilitate discussion with any incoming contractor.