



TRANSFER OF UNDERTAKINGS (TUPE) PROCEDURE

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1. About this procedure

1.1. St George's, University of London is committed to developing and maintaining constructive relations with its employees.

1.2. When services are transferred from one organisation to another in line with the Transfer of Undertakings (Protection of Employment) Regulations (TUPE), the employment of staff who are assigned to the services which are being transferred will transfer to the new organisation.

1.3. The aim of this procedure is to provide a fair and consistent approach to any TUPE transfer that may take place at St George's, University of London and to complete any such transfers with due regard to the legal requirements of the TUPE regulations.

1.1. This procedure applies to all St George's, University of London employed staff, with the exception of the Vice-Chancellor, who is subject to a different procedure.

1.2. This procedure does not form a part of any employee's contract of employment and it may be amended by St George's, University of London at any time, following agreement with the recognised trade unions. St George's, University of London may vary the procedure, including any time limits, as appropriate in any individual case.

2. Confidentiality

2.1. St George's, University of London's aim is to deal with TUPE transfers sensibly and with due respect for the confidentiality of those individuals involved.

2.2. Audio/Visual recordings are not permitted at any meetings or hearings under this procedure and will not be admissible within this process, unless permitted by St

George's, University of London in special circumstances, for example to accommodate a disabled employee by way of a reasonable adjustment under the Equality Act 2010.

3. Transfers of services and staff

3.1. Where there is a proposal to transfer services and staff from St George's, University of London to a different employer, the trade unions will be informed and consulted at the earliest opportunity, and in any event prior to notification to the affected employees, so as to allow any consultation that is required to be undertaken with the affected employees.

3.2. Relevant information will be provided in writing to the trade unions and affected employees, including:

- the fact of the transfer, the date (or proposed date) when it is to take place and the reasons for it;
- the legal, economic or social implications of the transfer for the affected employees;
- the measures¹ envisaged in connection with the transfer in relation to any affected employees or, if no measures are to be taken, that fact;
- suitable information about agency workers.

3.3. Meetings will be held with affected employees to explain the transfer process and implications for them.

3.4. All the terms and conditions within the transferring employee's contract of employment will transfer with them and should not be changed as a consequence of the transfer. However, there are separate rules for pensions and a new employer is required to offer pension provision. Further details on pensions would be provided when a proposed TUPE transfer becomes likely.

3.5. Where employees have responsibilities spanning more than one service, discussions will take place with the employee, their trade union representative and the organisations concerned to determine if their employment should transfer. The options in this situation might be that the employee will transfer to one organisation with an agreement to provide services to the other(s), or have more than one contract of employment, or, in exceptional circumstances, to be declared at risk of redundancy.

3.6. Formal notice of a transfer will be issued as long before the date of the transfer as possible in order to comply with the obligations of the TUPE regulations and this procedure. St George's, University of London will usually give up to one month's formal notice of a transfer, where possible, following meetings with the affected individuals.

¹ A new employer may have plans to make changes to employment arrangements after the transfer, for example to change staff pay dates. Under the TUPE regulations these are called "measures".

3.7. By law, employees are not regarded as dismissed under TUPE, meaning that a transfer does not trigger an entitlement to redundancy pay or pay in lieu of notice. Any individual choosing not to transfer to a new employer is deemed to have resigned.

4. The right to be accompanied

4.1. An employee has the right to be accompanied by a companion who is a work colleague, trade union representative or an official employed by a trade union, at individual TUPE meetings.

4.2. The employee must make arrangements for their companion to attend the meeting and advise the manager who their chosen companion is, in good time before the meeting. If the companion is not available at the time proposed for the meeting the manager will postpone the meeting to a time proposed by the employee provided that the alternative time is both reasonable and not more than five working days after the date originally proposed.

4.3. The companion may address the meeting to put and sum up the employee's case, respond on behalf of the employee to any views expressed at the meeting and confer with them during the hearing.

4.4. Acting as a companion is voluntary and colleagues are under no obligation to do so.

5. Objecting to employment being transferred

5.1. An employee has the right to object to their employment being transferred to a new employer under TUPE.

5.2. An employee does not need to give a reason for objecting to their employment being transferred but must submit confirmation of their objections formally in writing prior to the date of the transfer to the Director of HR&OD, or their nominated designate.

5.3. If an employee objects to their employment being transferred then the employment will end on the date of the transfer and it is not deemed as a dismissal and there is no entitlement to redundancy pay.