

TUPE – Questions & Answers

What is TUPE?

TUPE stands for Transfer of Undertakings (Protection of Employment) Regulations. These came into force originally in 1981, amended in April 2006 and again in 2014.

What does TUPE mean for me?

Ultimately, TUPE exists to protect the rights of employees who are affected by the transfer of a business or undertaking (a body of work) from one employer to another. This will be the case when people transfer to G4S at the end of the current ISS contract.

TUPE was introduced to protect the employment rights and status of staff who are wholly or mainly employed to work on the contract that is due to transfer to a new organisation/provider so that they retain the same terms and conditions they have immediately prior to the transfer taking place. It will be as if your contract of employment had originally been made with G4S on the same terms and conditions you are on when you finish with ISS on 30th June 2020.

Who will transfer?

Any employee (whether full or part-time, temporary or permanent) who works wholly or mainly in connection with the transferring service at the time of the transfer. TUPE does not extend to protect agency workers however we will be working with ISS and our preferred agencies to ensure that work is made available where required following the transfer.

Do I have to do anything?

ISS employees that meet the criteria for TUPE will automatically become employees of G4S with effect from the date of transfer. The proposed date for the transfer is from midnight on 30th June 2020, with the contract commencing at 00:01 on 1st July 2020.

We are in discussion with ISS to determine whether they have a union recognition in place for the purposes of collective bargaining and TUPE; once we have been able to establish the appropriate representatives we will ensure that we conduct meaningful consultation whilst ensuring that information is made available through the mechanisms we have set up to support this process which includes a dedicated webpage which we will share the link to in the next few days.

Each person who is affected by this TUPE should have by now received a letter from G4S' Account Manager, Dwayne Royall, introducing himself and setting out details of the TUPE and what to expect. Another letter has also been shared with all that sets out the measures we envisage having to take in relation to the TUPE – these are changes that we feel have to be made as a result of the service transfer, the one that will affect the majority of people transferring will be the move to a monthly payroll (payment on 28th of each month in arrears).

Can I object to the transfer and chose not to join G4S?

You can object if you do not wish to transfer to G4S, if this is your decision you would need to inform either your current employer or G4S so that we can remove your name (and details) from this process. Opting out of the TUPE process would mean that you would effectively be resigning from your current position with ISS.

What does TUPE actually do?

The main effects of TUPE are that employment terms and conditions are transferred across to the new organisation (with the exception of pensions where the duty is to provide a comparable scheme).

What are the exceptions that do not transfer?

As stated above, the main exception to what is protected at transfer is that occupational pension schemes do not automatically transfer under TUPE regulations.

Can G4S change my terms and conditions?

It is unlawful for an employer to change terms and conditions if the sole reason for these changes are the transfer itself.

Will my continuous service date stay the same?

Yes. All of your employment rights (some of which depend on your length of service) transfer over to the new employer with you, so your continuous service date remains the same.

Will information about me transfer to G4S?

Under TUPE legislation, ISS must provide G4S with a specific set of information which sets out the rights, duties and obligations in relation to the transferring employees. This will not only help us to prepare for your 'arrival' but it will also support your onboarding to G4S and inform us of any inherited obligations we may have to the whole workforce or individuals. This specified set of information is as follow:

- Personal details – your name, age, and information in your contract of employment (or statement of main terms and conditions).
- Information relating to any collective agreements which apply to you.
- Information on any disciplinary proceedings that may have applied to you within two years before the transfer.
- Information on any grievances you may have raised within the two years before the transfer.
- Information on any legal action that you have raised against your old employer in the two years before the transfer.
- Information relating to any potential legal actions that you may bring, where the old employer has reasonable grounds to believe that these actions may occur.

When will this information be exchanged?

This information should be given to the new employer not less than 28 days before the transfer.

What if there are employment matters that are being dealt with at the time of the transfer?

These will transfer to the new provider and continue as per the normal arrangements. G4S will ensure that there is a smooth handover where this is necessary because of a workforce change.