

Staff Consultation Information

Frequently Asked Questions - TUPE Transfer to The Champion Education Trust

1. What is a TUPE Transfer?

The Transfer of Undertakings (Protection of Employment) Regulations 2006" as amended by the "Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014 (TUPE). This is legislation that covers the protection of terms and conditions of employment for staff. In the case of an Academy conversion this will mean from the employment of the Governing Body of BCHS and Crosshill Schools to the employment of The Champion Education Trust.

2. What are the legal requirements of a TUPE transfer?

During the TUPE transfer process there are obligations placed on the transferor (current employer) and the transferee (future employer). Both have a legal obligation to inform staff and their associated trade unions of the transfer and any implications. Where there are measures proposed, there is also a legal obligation to consult.

A measure is a change which the new employer intends to make when you transfer to their employment. The legislation provides protection to staff regarding their terms and conditions of employment at the point of transfer.

3. Who/What Transfers?

Under TUPE Regulations all permanent and temporary staff including secondments who are mainly/wholly engaged within the transferring entity at the point of transfer will transfer including all their contractual arrangements.

4. What will a TUPE transfer mean for me?

If the decision is made that your school is to become an Academy, staff who are currently employed the Governing Body of by BCHS and Crosshill Schools will have their employment transferred to the Champion Education Trust and will therefore become employees of the academy.

5. What will happen to my contract of employment?

Your contract of employment will transfer to the new employer on the terms of your current employment contract (i.e. same pay, terms and conditions of service) as if your contract had been made with the new employer.

6. What effect will this have on my continuous service?

The date of continuous service of your current contract will be protected and will transfer with you under TUPE.

7. What about my continuous service if I choose to leave the academy and move to another school?

The Redundancy Modification Order (RMO) covers schools and academies for the purposes of entitlement to, and calculation of redundancy payments – so previous continuous service in schools including academies would count.

For support staff, entitlement to contractual benefits such as maternity leave, annual leave and sick pay will take into account previous continuous service with other bodies under the RMO – i.e. service with community schools and academies (as per the Green Book).

For teachers, entitlement to contractual benefits such as maternity leave, annual leave and sick pay will be calculated on the basis of the new employer's terms and conditions as they are a separate employer. They may choose to honour continuous service dates with previous schools, but this is not a right.

8. Will there be change to my rate of pay

You will continue to receive the same rate of pay as you currently receive.

9. Will the date I am paid alter?

It is possible the new employer may wish to consult with staff about a change of pay date to bring it in line with their pay date if it is different from the date you are currently paid along with arrangements for facilitating such a change. In the case of the TUPE transfer to the Champion Education Trust there is no change to your pay date.

10. How much holiday will I be entitled to?

You will receive the same holiday entitlement as you do at present.

11. What will happen to my sick pay?

You will continue to be eligible to receive the same amount of sick pay as you are currently entitled to.

12. What about my pension?

Teachers will remain members of the Teachers Pension Scheme and support staff will remain members of the Local Government Pension Scheme. The Academy would be recognised as a scheduled body employer for both pension schemes. Your pension service and benefits will therefore continue as if you had not TUPE transferred.

13. What if I am on a temporary contract?

Your contract may still come to an end on the due date. However your temporary contract will still transfer to the new employer if it is due to end after the transfer date.

14. What if I don't want to transfer?

If you do not wish to transfer, your employment will be regarded as terminated with no dismissal as at the transfer date. You will not be entitled to a Redundancy Payment but instead treated as if you had resigned.

15. What if I'm dismissed because of the transfer or for reasons related to the transfer?

Employees have a right not to be dismissed by reason of transfer. If an employee is dismissed by reason of the transfer it would automatically be considered an unfair dismissal (This can apply to employees dismissed prior to or after a transfer).

16. Is there any time period where there is a guarantee that terms and conditions won't change?

There is no guaranteed time period under TUPE however the regulations provide protection for staff. An employer can negotiate changes but would be required to consult with trade unions and staff and follow legal processes.

17. What happens if I obtain a promotion or change jobs whilst working for the Trust?

If you apply for and obtain a position via internal recruitment processes you would be offered the new position on the terms and conditions of the new provider's contract of employment.