# APPENDIX 5 TEMPLATE LETTERS

### **TUPE OUT**

### **Letter 1 to all employees informing them that the service will be subject to formal tender**

Dear

**FUTURE DELIVERY OF INSERT SERVICE**

This is to inform you that the Council, at the meeting of INSERT COUNCIL MEETING MAKING THE DECISION on INSERT DATE, made the decision that the Council will no longer provide the INSERT SERVICE directly.

This means that tenders for this service will be invited from other organisations. The Council will determine the successful bidder in accordance with the Council’s procurement guidelines.

The intention is that any transfer of staff will be covered by the requirements of the Transfer of Undertaking Regulations (TUPE) which means that all those staff whose principal purpose is carrying out activities for (Insert service) will continue to be employed in that area of work by any new employer on existing terms and conditions of employment without losing continuity of employment.

If you require any further information please do not hesitate to contact me.

Yours sincerely

Line Manager/Head of Service

### **TUPE OUT**

### **Letter 2 to employees affected by a proposed transfer about proposal to consult**

Dear

**FUTURE DELIVERY OF INSERT SERVICE**

Further to the letter dated (INSERT DATE OF LETTER 1), I write to provide you with an update on the position regarding the proposed change to the INSERT SERVICE DETAIL, which has been subject to the Council's procurement process.

The tender process is now complete and a decision has been made to transfer the INSERT SERVICE to a new supplier, with view to have arrangements in place for the transfer of service with effect from INSERT DATE.

As a consequence, we will shortly enter into formal consultation with yourself and the recognised trade unions on the proposal to transfer your employment to the new provider in accordance with the Transfer of Undertakings Regulations (TUPE) 2006.

In the meantime, should you have any queries in respect of the above do not hesitate to contact me.

Yours sincerely

Line Manager/Head of Service

### **TUPE OUT**

### **Letter 3 to Council employees if not being selected for transfer**

Dear

**FUTURE DELIVERY OF INSERT SERVICE**

Further to the letter dated INSERT DATE OF LETTER 2, I write to provide you with an update on the position regarding the Insert detail of the service being considered for transfer.

As you are aware from a recent conversation with your Insert manager, following the outcome of the value for money exercise and a review of current working arrangements, a decision has been made not to include the Insert service.

As a consequence, the (Insert post title/team) will continue to work for the Council and not form part of the final contract.

Should you have any queries in respect of the above do not hesitate to contact me.

Yours sincerely

Line Manager/Head of Service

### **TUPE OUT**

### **Letter 4 to affected employees informing them that a new contractor has been selected**

Dear

**FUTURE DELIVERY OF INSERT SERVICE**

Further to my letter dated INSERT DATE OF LETTER 3, I write to confirm that the legal stand-still period ended at midnight on INSERT DATE and therefore I am able to inform you that the new provider of the INSERT SERVICE will be INSERT NEW PROVIDER.

As you are aware from previous correspondence, the intention is to have arrangements in place for the transfer of the INSERT SERVICE with effect from INSERT DATE OF TRANSFER.

As a consequence, we will shortly enter into formal consultation with yourself and the recognised trade unions on the proposal to transfer your employment to the new provider in accordance with the Transfer of Undertakings Regulations (TUPE) 2006.

In the meantime, should you have any queries in respect of the above, please do not hesitate to contact me.

Yours sincerely

Line Manager/Head of Service

**TUPE OUT**

**Letter 5 Covering Letter to accompany Consultation Document**

Dear

**PROPOSED TRANSFER OF THE INSERT SERVICE FROM LINCOLNSHIRE COUNTY COUNCIL TO INSERT NEW PROVIDER**

I write further to the letter of INSERT DATE OF LETTER 4 notifying you that the Council has decided to transfer the INSERT SERVICE to INSERT NEW PROVIDER..

Please find enclosed a copy of the Consultation Document, which details the proposals to transfer your employment to INSERT NEW PROVIDER and Frequently Asked Questions Document **(remove as appropriate)**. It is important that you read these documents carefully.

The consultation commences on INSERT DATE and will end on INSERT DATE. This is a formal consultation with you and the recognised trade unions on the proposals to transfer your employment to the new provider in accordance with the Transfer of Undertakings Regulations (TUPE) 2006 as amended by the 2014 Regulations. This means that as the principal purpose of the work you undertake is dedicated to carrying out activities for INSERT NATURE OF SERVICE you will transfer on your existing terms and conditions to INSERT NEW PROVIDER with effect from INSERT DATE.

The Consultation Document provides details of the impact of the transfer and the measures proposed by INSERT NEW PROVIDER. Details on how you can feed back your comments are set out in the Consultation Document.

We appreciate that this may be a difficult time for individuals and, to recognise this, Section 5 (amend as appropriate) of the Consultation Document contains details of the support mechanisms available.

In the meantime, should you have any queries in respect of the above please email INSERT EMAIL ADDRESS FEEDBACK IS TO BE SENT TO

Yours sincerely

Line Manager/Head of Service

**TUPE OUT**

**Letter 6 to accompany Implementation Document**

Dear

**CONSULTATION ON TUPE TRANSFER OF THE INSERT SERVICE FROM LINCOLNSHIRE COUNTY COUNCIL TO INSERT NEW PROVIDER**

I write further to the recent consultation with you regarding the proposed transfer of the INSERT Service to INSERT NEW PROVIDER following the decision made by the Council on INSERT DATE DECISION WAS MADE TO TRANSFER THE SERVICE. I confirm that the consultation process is now complete.

During the consultation period feedback has been received and this has been anonymised and themed in order to maintain confidentiality and responses have been provided by either INSERT NEW PROVIDER or Lincolnshire County Council. Please refer to the enclosed **'INSERT NEW PROVIDER Consultation Responses Document'** and **'Lincolnshire County Council's Responses to Consultation Feedback Document' (delete as appropriate)**.

As the work that you undertake is dedicated to carrying out activities for INSERT you will transfer on your existing relief terms and conditions to INSERT NEW PROVIDER with effect from INSERT DATE OF TRANSFER. This is a transfer in accordance with the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended in 2014).

The measures proposed by INSERT NEW PROVIDER will remain as per the Consultation Document and are outlined below for completeness coupled with the updated position in relation to these.

|  |  |
| --- | --- |
| Measures Proposed in Consultation Document | Position on Proposed Measures Following Consultation |
| 4.1 New Proposed TUPE Recipients - Pay, Terms and Conditions |  |
|  |
| 4.2 New Proposed TUPE Recipients - Pay Dates |  |
| 4.3 New Proposed TUPE Recipients - Holiday  |  |
|   |
| 4.4 New Proposed TUPE Recipients – Changes to Collective Bargaining Arrangements |  |
|  |
| 4.5 New Proposed TUPE Recipients – Other Measures |  |
|  |

Finally, I would like to take this opportunity to thank you for your service with Lincolnshire County Council and to wish you all the very best for the future.

### Your sincerely

Line Manager/Head of Service

### **TUPE OUT**

### **Letter 7 to employees if a TUPE transfer is delayed**

|  |  |
| --- | --- |
|  |  |

Dear

**TUPE transfer to RECEIVING ORGANISATION**

I write further to my letter dated (INSERT DATE OF LETTER 6) in which I confirmed that, following the recent consultation, your contract of employment will transfer to INSERT NEW PROVIDER on INSERT DATE TRANSFER WAS SCHEDULED TO OCCUR pursuant to the operation of the Transfer of Undertakings (Protection of Employment) Regulations 2006.

Due to unforeseen circumstances, we need to delay the transfer date. Your employment will therefore not transfer to INSERT NEW PROVIDER on the on INSERT DATE TRANSFER WAS SCHEDULED TO OCCUR, and you will continue to be employed by LCC in your current position at Insert current base and service area in LCC.

We will keep you updated, and will provide you with INSERT NOTICE of the final transfer date. Should there be any further proposed changes, we will, of course, ensure that you are consulted upon those prior to the transfer.

In the meanwhile if you have any questions please do not hesitate to contact me.

Yours sincerely

Line Manager/Head of Service

### **TUPE IN**

### **Letter 8 – Measures Letter to be sent to New Provider for Inclusion in Consultation Documentation**

**Please use clauses that are applicable to the transfer. This is not an exhaustive list.**

Dear

**Transfer of INSERT TRANSFERRING ORGANISATION to Lincolnshire County Council (LCC)**

I write to confirm that Lincolnshire County Council will, as of INSERT DATE receive, via a TUPE transfer, employees currently engaged in the delivery of INSERT DETAILS OF SERVICE.

The purpose of this letter is to advise you, as required by regulation 13(4) of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), that the following measures are envisaged upon transfer on INSERT DATE OF TRANSFER.

**Monthly pay date**

Employees will be paid monthly by credit transfer into their Bank/Building Society, on or around 23rd of each month. It is necessary to do this due to our payroll system and processes.

If the date change is to the employees disadvantage please raise this with us immediately. .

**Pay Award**

INSERT TRANSFEROR has agreed a pay award of x to be paid x and that this forms part of terms and conditions which are in place prior to transfer and therefore will be honoured post transfer.

or

The terms of the transfer are considered to be static in accordance with employment legislation and therefore no cost of living pay awards will be paid beyond the date of TUPE transfer whilst the employees remain on their protected terms.

**Lease cars**

It is our intention to take over any lease car agreements until they expire. From the transfer date any transferring individuals who meet the relevant requirements will be entitled to join the LCC lease car scheme.

**Childcare voucher scheme**

If you are currently a member of your employers Childcare Voucher scheme you are eligible to join the Council's scheme which is administered by Sodexo

**Team structure & job roles**

We have agreed that no changes will be made to job roles prior to the transfer.

LCC like all other local authorities continues to have pressures to make efficiencies and find savings. Although at this time we do not have plans to make redundancies, we are unable to give assurance as to requirements in the future. Any necessary changes will undergo staff and trade union consultation in line with the organisational change policy & procedure. **Employment policies & procedures**

It is our intention wherever possible to use LCC’s policies and procedures to manage the employment of the transferring staff group. This should cause no detriment and will allow a smoother transition.

Once we have seen copies of your policies we will provide you with details of the policies we are proposing to apply with detailed amendments so that there is no detriment for staff.

**Work location**

It is our intention to maintain the INSERT WORK BASE as the work location for the transferring staff group.

or

It is our intention for the INSERT WORK BASE to be the work location for the transferring staff group.

**Pension**

Transferring staff will be eligible to become members of the Local Government Pension Scheme.

**Politically Restricted Posts.**

As a political body the council has provisions to disqualify or restrict officers from holding certain offices, e.g. MP, MEP, County or District Councillor and from participating in certain political activities, e.g. canvassing, speaking, holding office in a political party

The types of posts which are typically politically restricted are Chief Executives, Directors and Assistant Directors and Heads of Service. In addition all post holders who report directly to the Chief Executive or Director (except in a secretarial or clerical role)

In addition posts involved in giving advice on a regular basis to the Council or a Committee, Sub-Committee or Joint Committee (the provision of purely factual information is not seen as advice) or speaking on behalf of the Council on a regular basis to journalists or broadcasters may also be politically restricted.

It is our intention to designate posts that fall within these definitions as politically restricted thus preventing the post holders from holding the political offices detailed above.

Please note that these measures are subject to change.

Where such changes arise I will contact you to notify you of the updated details of the measures that we anticipate.

Yours sincerely

Line Manager/Head of Service

### **TUPE IN**

### **Letter 9 – Measures Letter to be sent to Transferring Organisation – Employment Policies**

Dear

**MEASURES LETTER – EMPLOYMENT POLICIES & PROCEDURES**

Having undertaken an analysis of the insert organisation name policies you provided against those of the Council, I am writing to propose that the following approach will be adopted.

1. LCC Employment policies and procedures which will apply without detriment:-
2. LCC Employment policies and procedures which will apply with the following amendments:-
3. LCC Employment policies and procedures which will apply with regard to the approach and process, however the benefits and allowances will remain )note LCC entitlements will not apply)
4. Employment policies and procedures which will continue to be operated in their current format.

Should you have any queries and/or feel that it will be helpful to discuss matters, please do not hesitate to contact me.

Yours sincerely

Line Manager/Head of Service

### **TUPE IN**

### **Letter** **10 to employee on being unsuccessful for a licence to work**

### Dear

**RIGHT TO WORK IN THE UK**

### I confirm that as a result of Lincolnshire County Council's (LCC) unsuccessful application for a sponsorship under the UK & Visas Immigration Sponsorship Management System, , you no longer have the right to work in the UK. Accordingly, by law, LCC can no longer employ you in your post as (set out post).

Or

### Further to your you notifying us that your application for a Tier (INSERT LEVEL OF TIER) Visa has been unsuccessful I write to confirm that as you no longer have the right to work in the UK, in accordance with law Lincolnshire County Council can no longer employ you in your post as (set out post).

### Given that these circumstances are entirely unforeseen and given that your continued employment would be illegal on the part of both parties, your contract of employment came, automatically to an end today by the operation of the common law doctrine of frustration. This means that although there is no dismissal in legal terms, you are no longer employed by LCC as at today’s date. You are not entitled to any notice pay although you will be paid your salary up to and including (date of expiry of permit).

### I regret that your employment has come to an end in this way and wish you well for the future.

### Yours sincerely

Line Manager/Head of Service

**TUPE IN**

### **Letter 11 Welcome to Lincolnshire CC**

Dear

**Transfer of employment to Lincolnshire County Council (LCC)**

Firstly, on behalf of Lincolnshire County Council I would like to take this opportunity to warmly welcome you and hope that you will enjoy working with the new INSERT SERVICE. I believe this will be an exciting time for us to further develop the profile of INSERT SERVICE and its support to the people of Lincolnshire.

I am writing to confirm the transfer of your employment from INSERT TRANSFERRING ORGANISATION to Lincolnshire County Council (LCC) takes effect on INSERT DATE OF TRANSFER

The following changes will be made to your working arrangements, as detailed in the Consultation Document, and discussed at Consultation Briefings.

INSERT ANY ADDITIONAL MEASURES TO THOSE INCLUDED BELOW

**Monthly pay date**

To be consistent with the LCC payroll your salary will be paid on the 23rd of each month.

**On Line Payslips**

LCC is committed to support the environment by reducing its Carbon Footprint and achieving further savings through the use of online payslips. The system has been designed to be accessible from any internet connection (PC, laptop, tablet, smartphone etc.). You will receive two letters prior to your first payday; the first will include your employee number and a password and the second letter will provide a 6-digit PIN code. If you are unable to access your payslip online, please discuss this with your line manager.

**Pay Award**

INSERT TRANSFEROR AGREED PAY AWARD had been agreed prior to transfer to be paid and that as this forms part of your terms and conditions which were in place prior to transfer pay awards will be honoured post transfer.

or

As the terms of the transfer are considered to be static in accordance with employment legislation, no cost of living pay awards will be paid beyond the date of TUPE transfer whilst you remain on your protected terms.

**Lease cars**

From the transfer date any transferring individuals who meet the relevant requirements will be entitled to join the LCC lease car scheme.

**Childcare voucher scheme**

If you are currently a member of your employers Childcare Voucher scheme you are eligible to join the Council's scheme which is administered by Sodexo

 Please e-mail

*People\_Services\_Corporate@lincolnshire.gov.uk*and you will be sent details on how to join the scheme.

**Team structure & job roles**

We have agreed that no changes will be made to your job role prior to the transfer.

LCC like all other local authorities continues to have pressures to make efficiencies and find savings. Although at this time we do not have plans to make redundancies, we are unable to give assurance as to requirements in the future. Any necessary changes will undergo staff and trade union consultation in accordance with the Council's Management Change Agreement.

**Work location**

Your workbase will remain as INSERT WORK BASE

or

Your workbase will change to INSERT WORK BASE.

To insert relevant information about any disturbance payment.

**Employment Policies and Procedures**

In order to enable the transition to the Council it has been agreed to apply, where no detriment is caused, LCC policies and procedures. The Appendix to this letter details which policies will apply and any amendments to their application.

In addition I would like to draw your attention to the following information which you need to be aware of:

**Pension**

You will become eligible to become members of the Local Government Pension Scheme.

**Politically Restricted Posts.**

LCC as a political body has provisions to disqualify or restrict officers from holding certain offices, e.g. MP, MEP County or District Councillor and from participating in certain political activities e.g. canvassing, speaking or holding office in a political party.

Types of post which are typically restricted are Chief Executive, Executive Directors, Assistant Directors and Heads of Service and all post holders who report directly to the Chief Executive or Executive Directors (except in a secretarial or clerical role).

In addition, posts involved in giving advice on a regular basis to the Council or Committee, Sub-Committee or Joint Committee or speaking on behalf of the Council on a regular basis to journalists or broadcasters may also be politically restricted.

A review across LCC (including Public Health) is currently being undertaken to identify and designate such posts and you will be informed in writing if you are affected.

I hope you will be able to attend one of the Induction Events planned for INSERT DATE & DETAILS.

If you have any queries on the content of this letter, please do not hesitate to contact me.

Once again, welcome to LCC and I look forward to the opportunities that lie ahead.

Yours sincerely

Name and title of Director

**APPENDIX**

LCC Employment policies and procedures which will apply without detriment

LCC Employment policies and procedures which will apply with the following amendments

LCC Employment policies and procedures which will apply with regard to approach and process, however the NHS benefits and allowances will remain (note: LCC entitlements will not apply)

NHS Employment policies and procedures which will continue to be operated in their current format