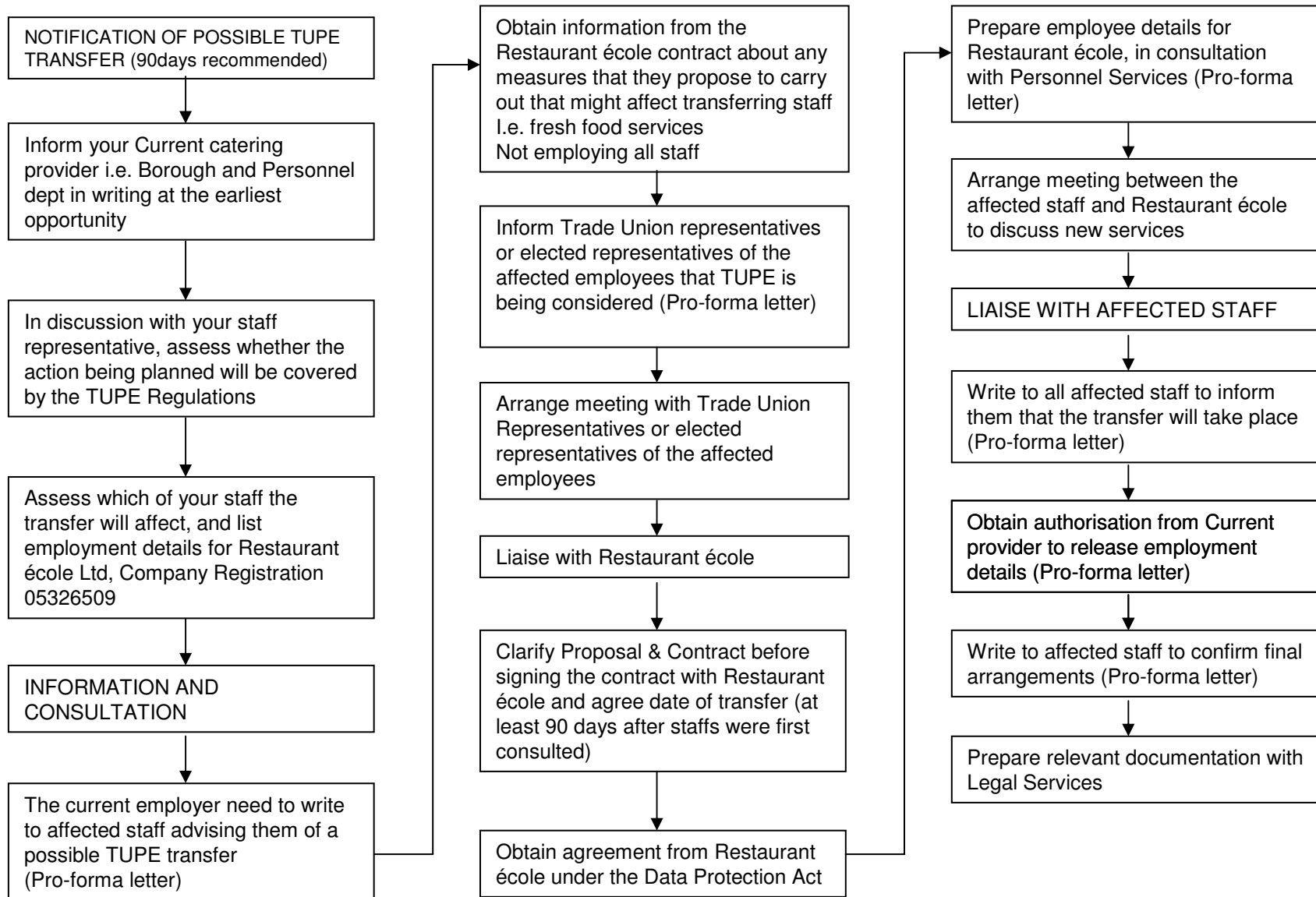


Appointing Restaurant école as your caterer: A step-by-step procedure



Transferring employees to Restaurant école: A step-by-step procedure



MODEL PLAN FOR CONSULTING EMPLOYEES AND THEIR REPRESENTATIVES

1. Arrange an initial meeting with trade union and/or directly elected representatives to provide information and an outline of the process to be adopted; you may wish at this stage to ask that the information be kept confidential until such time as you have informed the employees concerned.
2. Arrange a group consultation with all of the affected employees, presenting the rationale for and details of the transfer together with information about the proposals and an explanation of how employment will be protected under TUPE.
3. The question and answer sheet will assist you in preparing for this meeting.

You should ensure that whenever possible everyone affected is able to attend the group consultation, providing sufficient notice and contacting employees who, for any reason, are away from work.

You may need to hold more than one meeting if the group is, for example, larger than 20, as bigger groups can be difficult to manage and may not give everyone the opportunity to speak.

It is particularly helpful in reassuring staff if a representative of Restaurant école can also be involved in group consultations.

Employees attending a group consultation should be invited to ask questions; it might be appropriate to answer some questions at the time while others will need to be answered later, if, for example, the necessary information is not currently available.

4. Contact individually any employee who is unable to attend the group consultation, providing the same information and opportunity to comment that was provided to the group.
5. Confirm the proposals for the transfer in writing after the meeting using the pro-forma letters provided for
6. Informing employee representatives of the TUPE transfer and for
7. Informing affected employees of the TUPE transfer.
8. Further meetings will be required both with the affected staff and their representatives. The number and frequency of these will depend on the issues raised and the size of the transfer. It is better to over consult than not to consult enough. Change brings anxiety and uncertainty for the individuals concerned and your aim should be to alleviate these wherever possible.
9. Follow up any representations made and ensure that these and your responses to them are well documented.

FREQUENTLY ASKED QUESTIONS AND SUGGESTED ANSWERS

QUESTIONS	RESPONSES
What happens to me if I am transferred to another employer under TUPE?	When TUPE applies to a transfer of a school catering department's work, it means that the contracts of employment of all staff employed within that area – that is your terms and conditions of service at the date of transfer - are automatically transferred to the new employer.
What happens to the service I've built up with the school at the date of transfer?	The transfer does not break your service or your continuous employment. The date your continuous employment started with the school is the one on which any entitlement to statutory employment rights will continue to be based.
Can my terms and conditions of service be changed?	The new employer is obliged to honour your contract of employment, which means that they must maintain your existing pay and conditions of service. However, they can alter them so far (but only so far) as they could have been altered by the school (for example, changes to pay and annual leave negotiated with your representatives and/or changes to your job description on which you have been fully consulted).
So, if I transferred under TUPE, I would take all my terms and conditions of service with me?	There is one exception; your pension rights are not transferred. However, the Government requires your current employer to ensure your new employer provides access to a similar occupational pension scheme for your future service.
What happens to my pension?	The right to remain a member of the local authority occupational pension scheme does not transfer. Your new employer will be obliged to provide you with pension's arrangements broadly similar to those provided by the borough. You are advised to consult the Pensions Office about your options.
What if the new employer dismisses me rather than employing me?	Your new employer cannot dismiss you upon transfer, unless the main cause of dismissal is a carefully defined "economic, technical or organisational" (ETO) reason, which requires changes to the workforce, e.g. redundancies, and they are acting "reasonably" in treating that reason as sufficient to justify a dismissal. If your new employer does dismiss you for one of these reasons, they must give you contractual notice, or pay in lieu of it, and pay you redundancy compensation.
Can I object to being transferred?	You have the right to object to the transfer by informing either your Departmental Administrator or your proposed new employer. You should note, however, that this is likely to mean that you will be treated as if you had resigned, not as if you had been dismissed.

Why can't I be made redundant if my job with my current employer no longer exists?	Your job still exists – it has simply transferred to a new employer – therefore you are not redundant.
What will the borough tell me about the transfer?	<p>The Borough will tell you and your trade union or elected representatives:</p> <ul style="list-style-type: none"> • That a transfer is being considered and why it is being considered; • About the legal, economic and social implications of the transfer; • That your terms and conditions of service will transfer to the new employer (TUPE applies); • What differences, if any, it will make to you – changes in pensions etc; • Whether you will be moving to new premises to work for the new employer etc; • About any measures to be taken in connection with the transfer which will affect you; • About any measures likely to be taken by the new employer which will affect you.
Who will ensure that I and/or my representatives have this information?	Your Head of Department and Departmental Administrator will ensure that you and your representatives are kept fully informed about what is happening. Where appropriate information will be sent by post to your union full-time official.
Who can I contact if I have any further questions about TUPE?	Please contact your departmental administrator.



Tenders

Check your school financial regulations, or whether you rely on local authority regulations

For contracts valued over £20,000 in value, formal tenders must be sought.

Tenders can be obtained through:

- A list produced or maintained by a Local Authority, Health Authority or other external provider
- An ad-hoc list
- Open tendering.
- Negotiated or restricted tendering as defined by European Regulations.
- Receipt and opening of tenders

Tenderers must be informed that their tenders will only be considered if they are sent in the plain envelope with a label provided by the School for the purpose on which is printed the word “tender”, followed by the subject of the contract. The envelope must be sealed and must not show the identity of the sender in any way. It must be delivered at the place and by the time stated in the Tender Invitation.

Tenders which do not meet the above may only be considered if:

- The failure to comply was the School’s fault or,
- The tender was received late but it is clear that, without any contact with the tenderer, it was sent in such a way that it would have arrived on time in the normal course of events.

Tenders must be kept safe until the time stated for their opening. Records of all tenders received must be kept at the school.

Tenders for a particular contract must all be opened at the same time in the presence of at least two officers, one of which should be the Headteacher. The details of the bids received must be recorded and both parties present should sign the note as to its accuracy.

The lowest tender should normally be accepted. However, if there is a case for accepting one of the other tenders, this can be done. A written record of the reasons must be made and held for possible inspection.

Quotations

For contracts below £20,000 in value, a certain number of quotations are required, based on the following:

Contract Value	Number of quotations (see note)
Up to £5,000	One
£5,001 to £10,000	Two
£10,001 to £20,000	Three



NB. If prices are already published in catalogues etc., these can serve as quotations in themselves.

Waiving Contract Procedure Rules

If there are good reasons for not obtaining tenders or quotations, these requirements may be waived by the Governing Body or by the Headteacher acting under the delegated authority of the Governing Body. If the decision is taken by the Headteacher, he/she must report this at the next Governing Body meeting. In all cases, the decision and the reason for it must be minuted.

EC Procurement Thresholds

The EC Procurement Rules apply to public authorities (including, amongst others, government departments, local authorities and NHS Authorities and Trusts) and certain utility companies operating in the Energy, Water, Transport and Telecomms sectors. The rules set out detailed procedures for the award of contracts whose value equals or exceeds specific thresholds. Details of the thresholds, applying from 1 January 2004 are given below.

Public Sector, from 1 Jan 2004			
	Supplies	Services	Works
Central Government Departments, NHS Trusts, Health Authorities etc <i>(see note 1)</i>	£99,695 (□ 154,014)	£99,6952 (□ 154,014) <i>(see note 2)</i>	£3,834,411 3 (□ 5,923,624) <i>(see note 3)</i>
Local Authorities, universities, schools and other public sector contracting authorities etc	£153,376 (□ 236,945)	£153,3762 (□ 236,945) <i>(see note 2)</i>	£3,834,4113 (□ 5,923,624) <i>(see note 3)</i>
Indicative Notices	£485,481 (□ 750,000)	£485,481 (□ 750,000)	£3,834,411 (□ 5,923,624)
Small Lots	N/A	£51,785 (□ 80,000)	£647,308 (□ 1,000,000)

- Schedule 1 of the Public Supply Contracts Regulations 1995 lists central government bodies subject to the WTO GPA. These thresholds will also apply to any successor bodies.
- With the exception of the following services which have a threshold of £129,462 (□200,000)
Part B (residual) services
Research & Development Services (Category 8)
The following Telecommunications services in Category 5
CPC 7524 - Television and Radio Broadcast services
CPC 7525 - Interconnection services
CPC 7526 - Integrated telecommunications services



Subsidised services contracts under regulation 25 of the Public Services Contracts Regulations 1993.

3. For subsidised works contracts under regulation 23 of the Public Works Contracts Regulations 1991 the threshold is £3,236,542 (□ 5,000,000)
4. Contracting entities in the field of Urban Railway, Tramway, Trolleybus or Bus services
5. With the exception of the following services which have a threshold of £258,923 (□ 400,000)
Part B (residual) services
Research & Development Services (Category 8)
The following Telecommunications services in Category 5
CPC 7524 - Television and Radio Broadcast services
CPC 7525 - Interconnection services
CPC 7526 - Integrated telecommunications services