

SCHEDULE 12**PROVISIONS RELATING TO STAFF****1 INTRODUCTION**

- 1.1 This Schedule sets out provisions relating to the ongoing employment of the employees who transferred from the Authority and Incumbent Suppliers at the Cutover Date and all other employees of the Contractor who are engaged in the provision of the Services.

2 DISCRIMINATION

- 2.1 The Contractor shall not unlawfully discriminate within the meaning and scope of the provisions Anti-Discrimination Legislation.
- 2.2 The Contractor shall take all reasonable steps to secure that all Staff do not unlawfully discriminate as set out in Paragraph 2.1 above.
- 2.3 The Contractor shall maintain and enforce policies and monitoring arrangements in relation to its own employees which are sufficient to comply with its own duties and to enable the Authority to meet its general and specific duties under the Anti-Discrimination Legislation.

3 EMPLOYEE CLAIMS

- 3.1 The Contractor shall provide the Authority with a quarterly report, in accordance with the provisions of Schedule 8, of all claims brought against the Contractor or any of its Subcontractors by any Staff.

4 EMPLOYEE CHECKS

- 4.1 The Contractor shall ensure that all new Staff confirm, prior to their engagement on the provision of the Services, that they are not claiming any Benefit where payment of that Benefit is precluded due to earnings.
- 4.2 The Contractor shall take reasonable steps to ensure that its Staff who are not European Economic Area nationals are legally entitled to be resident and to work in the United Kingdom and have a work permit, where applicable.

5 HUMAN RESOURCE POLICIES

- 5.1 The Contractor shall and shall procure that any of its Subcontractors, except for Royal Mail Group plc, shall maintain and enforce HR policies and procedures which are at least equal to those of the Authority. For the avoidance of doubt the Contractor shall procure that Royal Mail Group plc shall maintain and enforce HR policies and procedures which have a broadly similar effect to those of the Authority.

At the request of the Authority, the Contractor shall provide, within five (5) Working Days, information or statements relating to their current:

- 5.2.2 Equality and Diversity policies and procedures;
- 5.2.3 Employee Assistance Policy;
- 5.2.4 Flexible/Part time working Policy;

5.2.5 Health & Safety Policy;

5.2.6 Disciplinary Policies and Procedures; and

5.2.7 Grievance and performance management policies and procedures.

5.3 At the request of the Authority, the Contractor shall provide, within ten (10) Working Days:

5.3.1 the name and position of the person(s) responsible for implementing the policies specified in Paragraph 5.1 above;

5.3.2 Staffing profile by gender, ethnicity, age and disability for each level of their organisation; and

5.3.3 details of any cases that have been brought against them at any court or employment tribunals on equal opportunities grounds in the previous 3 years, with details of their outcomes.

6 TRAINING AND DEVELOPMENT

6.1 The Contractor shall and shall procure that its Subcontractors shall provide adequate training to ensure that their Staff remain capable and suitable to perform their jobs and that new Staff Services can be effectively integrated into the organisation.

6.2 At the request of the Authority, the Contractor shall provide within ten (10) Working Days details of:

6.2.1 training policies including a training policy statement;

6.2.2 training prospectus with a list of courses available to Staff;

6.2.3 details of opportunities for staff to gain accredited qualifications e.g. NVQs; and

6.2.4 an Investors in People Statement or equivalent.

7 PROVISION OF EMPLOYEE INFORMATION

7.1 The Contractor shall at its own cost, within twenty (20) Working Days of being so requested by the Authority, supply to the Authority the information listed in Annex 1 in respect of all Staff used in the performance of the Services at the time of such request.

7.2 The Contractor shall further:

7.2.1 use all reasonable endeavours to clarify any matter on which clarification is reasonably requested by the Authority; and

7.2.2 use all reasonable endeavours to co-operate with any reasonable requests made by the Authority in respect of the information listed in Annex 1.

8 TRANSFER OF STAFF

8.1 The provisions of Schedule 4 will apply if the Transfer Regulations apply to any employees of the Authority who transfer to the Contractor (or its Subcontractor) after the Cutover Date.

9 PENSIONS**9.1 Provision of Pension Schemes**

- 9.1.1 For any employees engaged by the Contractor in the provision of the Services who are not Transferring Employees, the Contractor shall (and shall procure that its Subcontractors shall), with effect from the date of such engagement, provide a pension scheme which is to at least the standard of the following:
- 9.1.1.1 a good quality employer pension scheme (as determined in the reasonable opinion of the GAD), either being a contracted out, final-salary based defined pension scheme, or a defined contribution scheme. For defined contribution schemes the Contractor must match the employee contributions up to 6%, although either may pay more if they wish; or
 - 9.1.1.2 a stakeholder pension scheme, under which the Contractor will match any employee contributions up to 6%, although either may pay more if they wish.
- 9.1.2 The Contractor shall be responsible for maintaining adequate funding of the Contractor's Pension Scheme (as determined in accordance with the Contractor's Actuarial Assumptions) throughout the Term of this Agreement.
- 9.1.3 The Contractor shall ensure that any transfer amount payable by the Contractor at the termination or expiry of this Agreement in relation to any Staff is sufficient to meet the bulk transfer liability as calculated in accordance with the Contractor's actuarial assumptions and methodologies set out in Annex E of Schedule 6.

1. For all Staff:
 - 1.1 the number of Staff, but with no obligation on the Contractor or its Subcontractor to specify names;
 - 1.2 in respect of each of those members of Staff, their age, gender, salary, commencement date, length of service, hours of work, overtime hours worked (for the preceding 12 months) and rates, shifts; any other factors affecting redundancy entitlement and any outstanding claims arising from their employment.;
 - 1.3 the general terms and conditions of employment or engagement applicable to those members of Staff including probationary periods, retirement age, periods of notice, current pay agreements, working hours (including shift patterns, unsocial hours and or other premium rates of pay), entitlement to annual leave, sick leave, maternity and special leave, terms of mobility, any loan or leasing schemes and relevant collective agreements, facility time arrangements and additional employment benefits (healthcare schemes etc).
1. For each member of Staff: the costs of employment or engagement including annual salaries, fees, allowance and bonus details over the preceding 12 months, overtime payments made, any other payments made to Staff (including, without limitation, severance/redundancy payments) and the value of any non-cash benefits offered to Staff (including, without limitation, company car and healthcare benefits).
2. All information necessary for the Authority to calculate the pension entitlement for all of those employees employed by the Contractor or any of its Subcontractors in whole or in part in the provision of the Services (including, without limitation, length of service, date of joining pension scheme, employee contributions, employer contributions).
3. Details of any proposals to terminate the employment or engagement of Staff and the proposed timetable for such terminations and costs associated with such proposals.
4. True and complete copies of the following documents referable to the pension scheme:
 - 5.1 all deeds, rules and other governing documents;
 - 5.2 all announcements, booklets and the like of current effect;
 - 5.3 the latest completed actuarial valuation report;
 - 5.4 the latest completed audited accounts;
 - 5.5 an accurate list of the employer contributions being paid or payable for or in respect of the employees; and
 - 5.6 the Inland Revenue letter approval, if applicable, and the contracting-out certificate, if applicable.
5. Details of all amendments (if any) to the pension scheme, which have been announced or are proposed but which have not yet been formally made.
6. Details of all and any augmentations or special terms applicable to any employee.

7. Details of all discretionary increases (if any) to pensions in payment or in deferment under the pension scheme which have been granted in the preceding five years or which are under consideration.
8. Details of all discretionary practices (if any), which may have led any person to expect additional benefits in a given set of circumstances (by way of example, but without limitation, on retirement at the behest of his employer or in the event of redundancy).
9. Such membership data as an actuary may reasonably require in order to determine the accrued liabilities for pension, retirement and death benefits.
10. Details of any disputes (actual or threatened) in connection with access to or the benefits under the pension scheme or to the extent known facts, which may give rise to any such disputes.