

SCHEDULES

SCHEDULE 2

TRANSFER OF PROPERTY, RIGHTS, LIABILITIES AND STAFF, ETC.

Transfer of staff of LEDU

3.—(1) Subject to sub-paragraphs (2) and (3), this paragraph applies to a person who immediately before the appointed day is employed by LEDU.

(2) This paragraph does not apply to a person if his contract of employment terminates on the day immediately before the appointed day.

(3) Where a person—

(a) has, prior to the appointed day, entered into a contract of employment with LEDU which is to come into effect on or after that day; and

(b) would, if the contract had come into operation before that day, have been a person to whom this paragraph applies,

he shall be treated as if he were a person to whom this paragraph applies.

(4) A contract of employment between a person to whom this paragraph applies and LEDU shall have effect from the appointed day as if originally entered into between that person and INI.

(5) Without prejudice to sub-paragraph (4)—

(a) all the rights, powers, duties and liabilities of LEDU under or in connection with the contract of employment are by virtue of this paragraph transferred to INI on the appointed day; and

(b) anything done before that day by or in relation to LEDU in respect of that contract or the employee is to be treated from that day as having been done by or in relation to INI.

(6) If a person informs LEDU that he objects to the transfer of his contract of employment under this paragraph—

(a) sub-paragraphs (4) and (5) do not apply in relation to him; and

(b) his contract of employment with LEDU is terminated immediately before the appointed day.

(7) A person is not to be treated for the purposes of the [Employment Rights \(Northern Ireland\) Order 1996 \(NI 16\)](#) as having been dismissed by LEDU by reason of—

- (a) his transfer under this paragraph; or
- (b) the termination of his contract of employment under sub-paragraph (6).

(8) This paragraph does not prejudice any right of an employee to terminate his contract of employment if a substantial change is made to his detriment in his working conditions; but no such right arises by reason only that, by virtue of this paragraph, the identity of his employer changes unless the employee shows that in all the circumstances the change is a significant change and is to his detriment.