



First Eagle Security Ltd

Policy on

TRANSFER OF UNDERTAKING (PROTECTION OF EMPLOYMENT) REGULATIONS

“TUPE”

The Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) governs the transfer of ownership of a trade, business or other undertaking from one provider to another.

The basis of the regulations is that the transfer shall not terminate the contract of employment of any person employed by the transferor. On completion of the transfer, all the transferor’s rights, powers, duties and liabilities under the contract of employment are transferred to **First Eagle Security Ltd**. This includes all terms and conditions under the contract of employment. The only terms and conditions which do not transfer are the provisions relating to pensions.

This policy will be reviewed annually should any changes take place to regulation.

Signed  Date May 01, 2020

For and behalf of **First Eagle Security Ltd**.



**FIRST EAGLE SECURITY LTD. POLICY
TRANSFER OF UNDERTAKING INTEGRATED (PROTECTION OF EMPLOYMENT) REGULATIONS
2006
(TUPE)**

Article I. Introduction

It is the policy of First Eagle Security Ltd. to act in compliance with Transfer of under First Eagle Security (Protection of Employment) Regulations 2006 (TUPE).

Section 1.01

At First Eagle Security Ltd., our people are our biggest assets. We are entirely committed to ensuring the wellbeing and smooth transition of personnel transferring both to and from our Company.

Section 1.02 Over and above initial compliance with TUPE;

- (a) Personnel are actively encouraged to be involved in the transition process

- (b) Advice is available at all times throughout the process allowing them to make informed and well advised decisions

- (c) First Eagle Security Ltd. are happy to negotiate and liaise with recognized trade unions and employment representatives throughout the process

- (d) In depth consultation is made available constantly to transferring personnel

- (e) TUPE is always deemed to apply until such a time that it is established otherwise

- (f) Transferring personnel are advised as to the implications of transfer with specific regard to their Terms & Conditions of Employment.

- (g) Transferring personnel are advised as to the implications of transfer with specific regard to any existing pension schemes they may have.

Article II. Communicating

Section 2.01

Transferring personnel are issued with a First Eagle Security TUPE Pack with in depth explanation of the process and their underlying rights therein

Section 2.02

Every reasonable effort is made to ensure direct and effective communication with transferring personnel during the TUPE process to make the transition as seamless as possible.

Article III. TUPE Process

Section 3.01 – Where TUPE applies and the process ensues First Eagle Security Ltd. will;

- (a) Transfer the existing Terms & Conditions of employment for all the employees who are employed in the undertaking at the time of the transfer (unless there are dismissals for economic, technical or organizational reasons entailing changes in the workforce), without detriment to any individual, with the exception of future occupational pensions entitlement. (See Section 6 for further elaboration on Pension policy criteria).
- (b) Takeover or negotiate (where reasonably possible), any recognition or additional benefits agreements applicable to staff at the time of TUPE transfer.
- (c) Make available to representatives, unions and transferring staff all information relating to the transfer.

Article IV. Transfers & Redeployments

(a) Transfers

Section 4.02

All personnel entitled to exercise their right to transfer under TUPE will be transferred, with the exception of those personnel dismissed for economic, technical or organisational reasons. In this instance, First Eagle Security Ltd. may seek to indemnify itself against costs for redundancy and associated liabilities, either by indemnities from the incumbent service provider and/or the client which we undertake to provide services to.

Section 4.03 – *Redeployments*

Personnel have the right to object to the transfer of their employment, but unless the incumbent service provider and/or the client is willing to redeploy them away from the part of the undertaking being transferred, they will be treated as having resigned rather than being dismissed by the incumbent service provider and/or client. Such a resignation will not entitle an employee to redundancy payments or to claim unfair dismissal.

First Eagle Security Ltd. accepts that there may be scope for the incumbent provider of services and/or the client to redeploy personnel not crucial to the performance of the contract elsewhere within their business.

First Eagle Security Ltd. is willing to work with the incumbent provider of services and/or the client in relation to any redeployment, however our Company strenuously states; that redeployment of certain personnel should never have an adverse impact on any individual's decision to exercise their rights under TUPE, or on the general application of TUPE itself.

Article V. Transferring Terms & Conditions of Employment

Section 5.01

First Eagle Security Ltd. will take over the existing Terms & Conditions of Employment of all personnel who are eligible to be transferred in the undertaking at the time of the transfer (unless there are dismissals for economic, technical or organizational reasons entailing changes in the workforce), without deviation from the same, both express and implied as they are employed, except in relation to future occupational pensions entitlement. (See Section 6 for further elaboration on Pension policy criteria).

Section 5.02

First Eagle Security Ltd. accepts that some Terms & Conditions of Employment and benefits (either express or implied) will have no meaning outside the employment of the incumbent service provider and/or the client. For example, product discounts extended to personnel whilst in continuous employment on site. Others might be difficult to replicate; such as benefits to internal canteen concessions or discounts. First Eagle Security Ltd. is committed to working with transferring personnel and their representatives to reach compromise on such issues, without detrimental effect on their general Terms & Conditions of Employment.

(a) Individual Terms & Conditions of Employment

Section 5.03

First Eagle Security Ltd. understands and accepts that some transferring personnel may have individual differing Terms & Conditions of Employment. For example; part time hours, flexi-time working or Terms & Conditions of Employment which have been carried over from previous TUPE transfers. These employment terms will transfer in respect of the personnel concerned without prejudice.

(b) Personnel on Secondments or Career Breaks

Section 5.04

Whether or not personnel on secondments to other sites, or on career breaks remain employed by either the incumbent service provider or client during the course of the either of the same, will depend on the terms of the career break or secondment agreement.

Section 5.05

If personnel remain employed, First Eagle Security Ltd. will work with the incumbent service provider, personnel representative or client, to reach agreement as to whether they should form part of the transfer, or be redeployed.

(c) Objections to Transfer

Section 5.06

First Eagle Security Ltd. fully accepts that some personnel having the right to exercise a right to transfer under TUPE have a right to object to the transfer. These personnel will not be obliged to transfer to First Eagle Security Ltd. employment.

Section 5.07

Personnel waiving their rights under TUPE at the time of transfer will have no recourse legal or otherwise against First Eagle Security Ltd., for any losses including redundancy or dismissal, once the undertaking has transferred and service provision to the client has been commenced by First Eagle Security Ltd.

Article VI. Pensions

Section 6.01

Where the incumbent service provider or client provides transferring personnel with membership to an occupational pension scheme, First Eagle Security Ltd. accepts that it will be obliged to provide some form of similar pension scheme for them.

Section 6.02

Transferring personnel who have an option to enter into a pension scheme with the incumbent service provider or client, but did not exercise their right to do so prior to their transfer to First Eagle Security Ltd., will be exempt from offers for equivalent pension schemes.

Section 6.03

First Eagle Security Ltd. understands that the pension scheme and contributions offered to transferring personnel, does not necessarily have to be an exact equivalent contribution to those made in line with the pension scheme offered by the incumbent service provider or client.

Section 6.04

Any pension scheme offered by First Eagle Security Ltd. to transferring personnel, who have current pension entitlements, will be at the very least in line with the minimum requirements for

pension schemes contributions under TUPE. First Eagle Security Ltd. understands this minimum requirement to be as follows;

- (a) For salary-related schemes - 6% of pensionable pay
- (b) For employer contributions to money purchase or stakeholder schemes, First Eagle Security Ltd. will match employee's contributions up to a maximum of 6% of earnings each year.

Section 6.05

In any event and in accordance with TUPE, First Eagle Security Ltd. will;

- (a) Ensure that all transferring personnel can join a salary-related scheme in which the benefits are at least at the level of the reference scheme test for contracting out purposes, or to which the employer contributes to a minimum level;
- (b) Ensure they can join a money purchase scheme to which the employer contributes to a minimum level; or
- (c) Make contributions to a stakeholder scheme
- (d) "Admitted Body Status" in relation to Public Sector Transfers

Article VI. Pensions – continued

Section 6.06

Where necessary First Eagle Security Ltd. is prepared to apply to relevant Local Government Pension Schemes for Admitted Body Status, to protect Local Government Pension Schemes for personnel transferring from public sector employment.

Section 6.07

First Eagle Security Ltd. agrees that bonds may be negotiated at the discretion of its Directors, to safeguard and secure Local Government Pensions Scheme contributions for personnel transferring to the Company from public sector bodies

Section 6.08

First Eagle Security Ltd. may seek indemnities from the relevant public sector bodies to cover any shortfall in contributions made in respect of transferring personnel to the relevant Local Government Pension Scheme

Article VII. Transferring Personnel from First Eagle Security Ltd.

Section 7.01

First Eagle Security Ltd recognizes that personnel may exercise their right to TUPE away from the Company when either of the following ensues:

- (a) First Eagle Security Ltd. or a part thereof is sold to another entity or;
- (b) An undertaking to provide services to a client is transferred to a third party, either because of contractual expiry or contractual termination

Section 7.02

In such instances where personnel have the right to TUPE transfer away from the Company, First Eagle Security Ltd. agree to provide information and complete (subject to compliance with Data Protection Act 1998), all appropriate sections of TUPE due diligence forms. The same will be forwarded to either the client or, the impending undertaker of the service contract in line with TUPE Regulations

Article VII Transferring Personnel from First Eagle Security Ltd. – continued

Section 7.03

First Eagle Security Ltd. agree to provide the following information to either the client or impending undertaker of the service contract (subject to compliance with Data Protection Act 1998), as part of the TUPE “due diligence” process;

- (a) The number of Employees who may be eligible to transfer
- (b) The position held by each employee
- (c) The salary or wages and other remuneration or benefits paid or given to each employee
- (d) The period of notice required to terminate the employment of each employee
- (e) The date of birth of each employee
- (f) The gender of each employee
- (g) The date employment commenced with First Eagle Security Ltd., for each employee

- (h) Contractual hours of work per week for each employee
- (i) Any additional overtime rates applicable to each employee
- (j) Notice periods for termination of employment for each employee
- (k) The annual period during which holiday pay is accrued for each employee and, holiday entitlement (in days per annum)
- (l) The number of holiday days remaining for each employee at the time of transfer
- (m) The rate at which holiday pay is set for each employee

Article VII Transferring Personnel from First Eagle Security Ltd. – continued

- (n) The rate at which sick pay is set for each employee
- (o) Details of any bonus payments, additional benefits or implied rights attached to employment
- (p) Details of any allowances or life cover
- (q) Confirmation as to whether or not the transferring employee is a member of a pension scheme
- (r) Whether or not the transferring employee has any outstanding disputes with First Eagle Security Ltd.
- (s) Whether or not the transferring employee has any outstanding or pending disciplinary actions
- (t) Whether or not the transferring employee has any outstanding grievances to be heard
- (u) Confirmation as to whether or not the transferring employee is a member of a Union, recognized or otherwise

- (v) Details of professional qualifications held by each employee which are significant to the legality of them being employed by First Eagle Security Ltd. and/or the ability to perform their duty

- (w) Details of any long term sickness applicable to each employee at the date of transfer

- (x) Details of any maternity/paternity leave applicable to each employee at the date of transfer

Section 7.04

First Eagle Security Ltd. recognizes that the conditions of employment of its employees should be such that the Company should be entitled to release to the client and/or impending service provider any information that might otherwise be confidential between First Eagle Security Ltd. and its employees. In this regard, First Eagle Security Ltd. will ensure that employees are aware of disclosure and the contents beforehand.

Article VIII. Maintaining Communication with Personnel

Section 8.01

First Eagle Security Ltd. ensures that personnel are informed about the possibility of TUPE applying and the likely implications.

Section 8.02

First Eagle Security Ltd. personnel are then reassured that appropriate steps will be taken to ensure that in the event of them transferring to another contractor their terms and conditions will be safeguarded.

Section 8.03

Once it has been decided that TUPE will apply, relevant personnel and their representatives are informed. If personnel are to be transferred they are properly briefed and will have the opportunity to discuss the implications with of transfer with a member of the First Eagle Security Ltd. Human Resources team and/or senior management.

Section 8.04

First Eagle Security Ltd. will also take steps to facilitate discussion with any incoming contractor with regard to TUPE transfers of personnel.