

# Retail Security Officers Understanding Document

## Background & Context

Arising from the company's announcement that it will transfer colleagues employed as Retail Security Officers (RSO) to One Complete Solution Limited (OCS) the parties, Tesco, OCS, Mandate and SIPTU have engaged in intensive discussions. Whilst the unions recognise the existence of the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (the "Regulations") - TUPE the unions have outlined their concerns regarding outsourcing but having regard to the business decision of the company, and the feedback from the colleagues concerned, the parties have engaged earnestly to provide the suite of options outlined below.

## Alternative Positions in Store or Alternative Store

Recognising the long and loyal service of the Retail Security Officers (RSOs), the company will offer all affected colleagues an opportunity to redeploy to a current vacancy in the store where a vacancy exists which they are currently employed or an alternative store on the terms outlined below:

- For Customer Assistant roles, RSO colleagues will not have to undertake an interview process for the vacant role, instead a role clarification meeting will be held with the line manager responsible for the role. Roles other than Customer Assistant roles will involve an interview process, should the RSO wish to apply for one of those opportunities. In relation to Customer Delivery Driver roles, colleagues will also be required to successfully complete a driving assessment. In addition, they are required to have held a full driving licence for a minimum of two years.
- Colleagues who move to a new role, will move to the terms and conditions of that role including working hours.
- It is recognised that colleagues who choose this option will assimilate to the appropriate point of the Post 2006 (modern) pay scale, commensurate to their service.

- So as to mitigate any loss of earnings to the greatest possible extent, colleagues who choose this option shall have the opportunity to transfer to a Customer Assistant full-time position (store standard hours) where such a vacancy exists. This may not be possible in all cases, due to operational requirements.
- It may be the case that a number of vacancies can be combined to provide the colleagues with the store standard hours, the company are committed to same, as long as the vacancies exists. Any loss in hourly rate of pay and reduction in hours will be processed as per the provision below.
- In the event that the current vacancy/vacancies do not amount to the store standard hours, colleagues can accept the role with lesser hours and have the buy out processed immediately. Alternatively, a colleague can accept the role on lesser hours and the company will guarantee that any hours that become available within a 4 month period, will in the first instance be offered to such RSO colleagues on a permanent basis to a maximum of the store standard hours (to clarify, there will be no contracted hours above 39). In such instances the buyout as outlined below will be processed on the expiry of the 4-month period.
- A full list of all company vacancies will be made available to the RSO colleagues.
- Any loss in hourly rate of pay and reduction in hours arising from the redeployment will be compensated at 1.5 times the gross annual difference/loss in respect of any resulting loss in respect of the both the rate of pay and reduction of hours.
- All colleagues who choose this option will be covered by the relevant provisions of the respective, collective agreements commensurate to service including the Colleague Bonus Scheme.

### Transfer to OCS

In an effort to provide as much clarity as possible, set out hereunder are the terms on which affected colleagues will transfer to One Complete Solution Limited (OCS) in the absence of electing/obtaining an alternative option.

- [Terms & Conditions](#)

As part of the transfer and in line with TUPE regulations colleagues will retain their existing terms and conditions of employment and years of service will be recognised when transferring to OCS.

- [Rate of Pay](#)

Colleagues will transfer on and maintain their existing rate of pay, including any premium payments, guaranteed overtime or any other such payments however so arising.

- [Working Hours](#)

Transferring colleagues will retain their current contracted working hours upon transferring, which includes, the number of hours, guaranteed overtime, as well as their working patterns.

- [Sick Pay/Annual Leave Arrangements](#)

The colleagues current Sick Leave/Sick Pay and Annual Leave arrangements (including any leave balances) will transfer to OCS without any change. All booked Annual Leave will be honoured by OCS.

- [Job Location](#)

The affected colleagues job location will be maintained upon transfer to OCS and the colleague shall not be moved from that location, unless otherwise agreed by the parties.

- [Bonus](#)

The employee will transfer their existing terms and conditions including the colleague bonus, it is agreed that OCS will mirror the bonus scheme presently in place, both in respect of the colleagues who are in receipt of the guaranteed 5% bonus or colleagues who receive the declared bonus.

- [Pay Increase](#)

It is recognised that the parties are engaged in pay discussions, without prejudice to those discussions, the terms of any agreement including any retrospection which may emanate from that process will be applied to the affected colleagues, even after the colleague has transferred.

- **Duties**

Upon transfer, effected colleagues will retain the current duties which they currently carry out as defined in the role profile contained in the 2006 agreement (implementation pack).

- **Collective Agreements**

Upon transfer, it is agreed that all collective agreements, including recognition for the purpose collective bargaining, collection and remission of the union subscriptions will continue in force wherein this has been confirmed by OCS.

- **SAYE/Colleague Clubcard**

As Colleague Clubcard and SAYE is a Tesco specific benefit, colleagues who transfer to OCS cannot retain these benefits. In lieu of these benefits Tesco, will provide colleagues who choose to transfer to OCS with a once off lump sum gross payment of €5,000 to compensate. This will be paid through payroll at the time of transfer and will be subject to the normal taxation.

- Membership of the Tesco Ireland pension plans cannot transfer to OCS. Any benefits accrued under the Tesco Ireland pension plan will be communicated to the member once the transfer has taken place or shortly thereafter.
- Tesco Ireland has confirmed that in the event of a change in the service provider in the future, those affected by this transfer will then transfer to the new service provider under the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (the “Regulations”), thereby ensuring continuity of employment terms.

### **Confirmation of Current Terms and Conditions Expressed & Implied**

Tesco store management will liaise with all store RSO's from Monday 28th February 2022 as part of a due diligence process, so as to ensure and agree with each RSO a statement of their terms and conditions. This document will be used to communicate with OCS Ireland the terms and conditions applicable to the relevant individual transferring RSO. These one-to-one meetings between individual RSO's and store management will be an opportunity to ensure that all terms and conditions are protected upon the employment transferring.

### **One-to-One's OCS Representatives**

Any colleague who would like to meet with a representative of OCS Ireland to seek clarifications or further reassurances about the prospect of working for OCS, in order to assist RSO colleagues decide on what option will best meet their needs. Any colleague wishing to avail of this facility can contact their Store Manager from Monday 28<sup>th</sup> February. These one-to-one meetings are voluntary, however it is being encouraged that all RSO explore their options fully, including transferring their employment to OCS along with their protected terms and conditions of employment.

### **Voluntary Severance**

Colleagues who do not wish to either transfer to OCS or to a position within the business, can apply for a voluntary severance package of 5 weeks gross pay per year of exact service inclusive of all statutory entitlements. For calculation purposes, gross pay will be calculated as basic pay plus established overtime worked on a regular, rostered, agreed and patterned basis as part of the contract over the previous 2 years. The company will endeavour to facilitate everyone who applies for the voluntary severance option. In the unlikely event that oversubscription becomes an issue, the company will immediately reengage with the unions to discuss a selection process. The deadline for applications is March 8<sup>th</sup>, 2022. In the event that a colleague applies for voluntary severance and their application is not successful, they will have a further week to apply for another suitable role.