Michael Spurr

Chief Executive

NOMS

Clive House

70 Petty France

London SW1H 9EX

2 April 2015

Dear Michael

**Proposals for Staff Redundancies in Sodexo owned CRCs**

As you are no doubt aware, Sodexo is proposing very drastic job cuts in order to deliver on its proposed operating model.

According to the information which has been made available to UNISON, each of the Sodexo CRCs is proposing the following job cuts:

BeNCH: 132 job cuts 34% staffing cut

Cumbria/Lancs: 123 job cuts 35% staffing cut

Essex: 100 job cuts 35% staffing cut

Norfolk/Suffolk: 89 job cuts 46% staffing cut

Northumbria: 80 job cuts 40% staffing cut

South Yorkshire: 58 job cuts 25% staffing cut

I am writing to you in relation to these proposals for three reasons:

* **Firstly, I would be grateful if you could confirm whether the above Sodexo staffing proposals have already been agreed by the Justice Secretary,** **by virtue of their being included in the Sodexo bid to run community rehabilitation, or whether Sodexo will be required to separately now seek the approval of the Secretary of State, as special share-holder, to the above staffing reductions?** UNISON’s expectation is that the latter must be the case, as Sodexo could not have anticipated this level of redundancies, nor the Secretary of State approved them, prior to Sodexo getting full access to the NOMS data room following share sale in February this year.
* **Secondly, UNISON makes a direct appeal to you to instruct Sodexo, on behalf of the Secretary of State as the CRCs’ special shareholder, to put a halt to the company’s plans to make these staffing cuts until the matters set out above have been properly resolved and our members, and the communities they serve, can be reassured that the Sodexo plans have been properly scrutinised by NOMS as the contract holder, both from a staffing and a public safety point of view.**
* **Thirdly, I would like you to confirm UNISON’s understanding of the entitlement of our members working for the 6 Sodexo owned CRCs to the National Negotiating Council (NNC) enhanced voluntary redundancy scheme (EVR) in the event that Sodexo proceeds to consult on any proposed voluntary redundancies**

Naturally, UNISON is totally opposed these cuts, both in respect of the job security of our members and the operational capability of the Sodexo CRCs going forward. UNISON is planning to meet with Sodexo with Napo and GMB colleagues shortly to discuss these very serious matters and your response to this letter will be helpful to those of us attending this meeting.

In response to statements from the CRCs, owned by Sodexo, to the contrary, UNISON seeks your confirmation that the NNC enhanced voluntary redundancy scheme applies to any voluntary redundancies offered by Sodexo CRCs for the lifetime of the Sodexo CRC contracts.

Both the NNC Staff Transfer and Protections Agreement, and the Services Agreement between Sodexo and the MOJ, require the CRCs to observe the terms of the NNC enhanced voluntary redundancy scheme in respect of any voluntary redundancies which the CRCs intend to make for the entire duration of their contracts. These requirements are now critical in respect of the Sodexo proposals to drastically cut staffing in its 6 CRCs.

The following extracts from the respective documents referred to above are relevant:

**NNC Staff Transfer and Protections Agreement**

***CRC and NPS Terms and Conditions***

*16. In addition, the commercial contracts will specify that, other than where more beneficial terms exist, where voluntary redundancy is offered, the enhanced terms set out in Appendix B should apply to any member of staff in a CRC employed by a Probation Trust on 31 May 2014.*

**Services Agreement**

**1.3 Employee Protections**

*(d) The Contractor acknowledges that since the Employee Transfer Date, the voluntary redundancy terms (the* ***Voluntary Redundancy Terms****) set out in Appendix B to the National Agreement on Staff Transfer and Protections dated 29 January 2014 (the National Agreement) a copy of which is contained in Part 2 of Schedule 25 to this Agreement have been applied in all cases of voluntary redundancy of Employees (save where more beneficial terms exist)*

*(e) The Contractor shall be entitled to effect voluntary redundancies of Employees from the Employee Transfer Date in accordance with Applicable Law. Other than where more beneficial terms exist, in all cases of voluntary redundancy of Employees the Contractor shall give effect to the Voluntary Redundancy Terms, unless agreed between the Contractor and the Employee*

A copy of the NNC Enhanced Voluntary Redundancy Policy is attached to this letter for ease of access. I would be grateful if you could confirm as a matter of urgency, on behalf of the Secretary of State as the client for the 6 Sodexo CRC contracts, that each of these CRCs must comply with the above.

Yours sincerely



Ben Priestley

National Officer

UNISON Police and Justice

Cc UNISON Probation Branches: Cumbria & Lancashire

Northumbria

South Yorkshire

BeNCH

Norfolk & Suffolk

Essex

Ranjit Singh, National Officer, Napo

David Walton, National Secretary, GMB/SCOOP

**Appendix B**

**REHABILITATION PROGRAMME: ENHANCED VOLUNTARY REDUNDANCY SCHEME**

1. This Appendix sets out the voluntary redundancy scheme which will apply to employees in a category where there is a potential oversupply post transfer. This is likely to apply initially primarily to Senior Management and Corporate Support staff posts. The provisions apply in all cases of voluntary redundancy arising as a direct consequence of the TR Programme and will remain in operation until 31 March 2015, last day of service agreed to be no later than 31 March 2016.

1. Additionally, the commercial contracts will specify that, other than where more beneficial terms exist, where voluntary redundancy is offered, these enhanced terms should apply to any member of staff employed by a Probation Trust on 31 May 2014.

**3.** The decision in respect of individual applications on whether to award voluntary redundancy is at the employer’s absolute discretion and will include consideration of, amongst other things, the exigencies of the service, organisational issues and business needs. Whilst the decision as to which applications for voluntary redundancy should be agreed and at what date this will take effect will rest with the employing body, it is expected that, in reaching a decision, the employer (Trusts in the period up to 31 May 2014) will reach agreement with MoJ/NOMS in terms of future service delivery arrangements.

**Time Limited Roles to Support Transition**

**4**. A variety of time-limited roles and working arrangements may be agreed to support transition, for example to complete work connected with the dissolution of Trusts. Where possible, these roles will be undertaken by staff currently undertaking the work who have agreed, once those roles have been completed post-transition, to accept voluntary redundancy in line with the National Agreement.

**Calculation of Redundancy Payments for Staff**

**5**. **Qualifying Service** – For the purposes of establishing entitlement to, and the calculation of, a redundancy payment, continuous service will include service with any public authority to which The Redundancy Payments (Continuity of Employment in Local Government, etc) (Modification) Order 1999 applies.

**6**. **Redundancy Pay –** Redundancy payments will be based on the employee’s actual weekly pay and not the statutory rate.

**Voluntary Redundancy for those under age 55**

**7**. Redundancy compensation will be paid, subject to a maximum of 67.5 weeks’ pay and reckonable service of 15 complete years, as follows:   
  
 Four and a half weeks’ pay for each year of completed service

**8**. Any statutory redundancy payment is included in the compensation payable.

**9**. A ready reckoner is set out at Annex A to this Appendix.

**Voluntary Redundancy for those aged 55 or over**

* Redundancy payment will be paid, subject to a maximum of 67.5 weeks’ pay, in accordance with Paragraph 6 above
* Immediate payment of standard retirement pension and a standard retirement grant (i.e. pension lump sum).

**10**. Where existing local arrangements are more favourable in individual cases, they will supersede the provisions of this scheme.

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| **COMPLETED YEARS OF SERVICE** | | | | | | | | | | | | | | | |
| **Age** | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **13** | **14** | **15** |
| **17** | **4.5** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **18** | **4.5** | 9 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **19** | **4.5** | 9 | **13.5** |  |  |  |  |  |  |  |  |  |  |  |  |
| **20** | **4.5** | 9 | **13.5** | 18 |  |  |  |  |  |  |  |  |  |  |  |
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| **25** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 | **40.5** |  |  |  |  |  |  |
| **26** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 | **40.5** | 45 |  |  |  |  |  |
| **27** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 | **40.5** | 45 | **49.5** |  |  |  |  |
| **28** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 | **40.5** | 45 | **49.5** | 54 |  |  |  |
| **29** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 | **40.5** | 45 | **49.5** | 54 | **58.5** |  |  |
| **30** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 | **40.5** | 45 | **49.5** | 54 | **58.5** | 63 |  |
| **31** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 | **40.5** | 45 | **49.5** | 54 | **58.5** | 63 | **67.5** |
| **32** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 | **40.5** | 45 | **49.5** | 54 | **58.5** | 63 | **67.5** |
| **33** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 | **40.5** | 45 | **49.5** | 54 | **58.5** | 63 | **67.5** |
| **34** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 | **40.5** | 45 | **49.5** | 54 | **58.5** | 63 | **67.5** |
| **35** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 | **40.5** | 45 | **49.5** | 54 | **58.5** | 63 | **67.5** |
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