Kevin Allsop

Branch Secretary

Northwest Probation & CAFCASS UNISON

87 Moss Lane West,

Moss Side,

Manchester.

M15 5PE

Penny Barker

Chief Executive

Cumbria and Lancashire Community Rehabilitation Company (CL CRC)

99-101 Garstang Road

Preston

PR1 1LD

Dear Penny

**Proposals for Staff Redundancies in Cumbria and Lancashire CRC**

**NNC Enhanced Voluntary Redundancy Scheme**

In response to statements from this CRC to the contrary, UNISON writes to clarify that the NNC enhanced voluntary redundancy scheme applies to any voluntary redundancies offered by this CRC for the lifetime of the Sodexo CRC contract.

Both the NNC Staff Transfer and Protections Agreement, and the Services Agreement between Sodexo and the MOJ, require you to observe the terms of the NNC enhanced voluntary redundancy scheme in respect of any voluntary redundancies which this CRC intends to make for the entire duration of the Sodexo contract.

The following extracts 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 that this CRC intends to comply with the above. I look forward to hearing from you.

Yours sincerely

**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).

1. 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 |  |  |  |  |  |  |  |  |  |  |  |
| **21** | **4.5** | 9 | **13.5** | 18 | **22.5** |  |  |  |  |  |  |  |  |  |  |
| **22** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 |  |  |  |  |  |  |  |  |  |
| **23** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** |  |  |  |  |  |  |  |  |
| **24** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 |  |  |  |  |  |  |  |
| **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** |
| **36** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 | **40.5** | 45 | **49.5** | 54 | **58.5** | 63 | **67.5** |
| **37** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 | **40.5** | 45 | **49.5** | 54 | **58.5** | 63 | **67.5** |
| **38** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 | **40.5** | 45 | **49.5** | 54 | **58.5** | 63 | **67.5** |
| **39** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 | **40.5** | 45 | **49.5** | 54 | **58.5** | 63 | **67.5** |
| **40** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 | **40.5** | 45 | **49.5** | 54 | **58.5** | 63 | **67.5** |
| **41** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 | **40.5** | 45 | **49.5** | 54 | **58.5** | 63 | **67.5** |
| **42** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 | **40.5** | 45 | **49.5** | 54 | **58.5** | 63 | **67.5** |
| **43** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 | **40.5** | 45 | **49.5** | 54 | **58.5** | 63 | **67.5** |
| **44** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 | **40.5** | 45 | **49.5** | 54 | **58.5** | 63 | **67.5** |
| **45** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 | **40.5** | 45 | **49.5** | 54 | **58.5** | 63 | **67.5** |
| **46** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 | **40.5** | 45 | **49.5** | 54 | **58.5** | 63 | **67.5** |
| **47** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 | **40.5** | 45 | **49.5** | 54 | **58.5** | 63 | **67.5** |
| **48** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 | **40.5** | 45 | **49.5** | 54 | **58.5** | 63 | **67.5** |
| **49** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 | **40.5** | 45 | **49.5** | 54 | **58.5** | 63 | **67.5** |
| **50** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 | **40.5** | 45 | **49.5** | 54 | **58.5** | 63 | **67.5** |
| **51** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 | **40.5** | 45 | **49.5** | 54 | **58.5** | 63 | **67.5** |
| **52** | **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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| **55** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 | **40.5** | 45 | **49.5** | 54 | **58.5** | 63 | **67.5** |
| **56** | **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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| **60** | **4.5** | 9 | **13.5** | 18 | **22.5** | 27 | **31.5** | 36 | **40.5** | 45 | **49.5** | 54 | **58.5** | 63 | **67.5** |
| **61** | **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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|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

Yours Faithfully

K. Allsop

Branch Secretary

Cc

Branch Executive Committee

Unison Regional Officer

Unison members