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| National Agreement QA – Support Material for Tus only | | |
| Pension | **Under what ‘exceptional circumstances’ may an employee not be eligible for LGPS & CSPS?** | Employees will only be excluded from the LGPS & CSPS in exceptional circumstances.  Such exceptional circumstances could include where a high earning employee was offered the choice, by the CRC in respect of a portion of their salary, to receive such sum as either salary or pension, and chose salary.  In such a situation to allow the employee to join the LGPS in respect of their elected higher salary would be viewed as an unjust enrichment.  In such circumstances HMPPS (NPS) will ensure that the pension provisions which applied prior to transfer will be offered to the employee post transfer and will not be less than the statutory auto enrolment minimum.  Further guidance can be obtained via 2013 LGPS Regulations *3 (1)(b) and* Civil Service Pension Alpha Scheme Regulation 14*(3)* |
| Redundancy | **Will redundancy be offered to all grades?** | There may be a targeted scheme for a limited number of employees to exit on voluntary redundancy terms. Current data suggests this scheme will be primarily targeted towards senior leadership and corporate services roles. The probation service will be subject to significant demand in future years and our primary focus is on retaining and adding to the probation workforce. |
| Transfer Mechanism | **Why is a staff transfer scheme being used to transfer staff from current providers to NPS but TUPE being used to transfer staff to Dynamic Framework providers?** | The Programme position is that the mechanism for staff transfers in relation to  probation services transferring into HMPPS (NPS) would be via Staff Transfer Scheme (STS) as the transfer of such services could be considered “an administrative reorganisation of public administrative authorities” or “the transfer of administrative functions between public administrative authorities” and accordingly would fall within the ‘Henke’ exception.  However, as plans for the Dynamic Framework (DF) competition have evolved, we felt it necessary to review whether TUPE could apply to the transfer of these services taking into account, amongst other things, the nature of the local rehabilitation activities to be procured from providers appointed to this framework.  Unlike the lift and shift of probation services carried out to date, we believe the providers appointed to carry out rehabilitation activities to be procured under the DF are likely to be assessed as carrying on ‘economic activities’ (either for profit or not for profit) on a commercial basis. As such, and taking into account the latest case law, we are of the view that TUPE is expected to apply to the transfer of services under the DF subject to the usual requirements for a relevant transfer as set out in the regulations.  Accordingly, whilst a STS will continue to be relied upon for transfers to HMPPS (NPS), TUPE will apply to transfers to DF providers. |
| Impact on Wales Transferees in 2019 | **If the National Agreement is agreed what will happen to the T&Cs of the group of staff who transferred to Wales from Seetec in Dec 2019** | At the point of transfer in Dec 2019 the group of staff transferring to HMPPS (NPS) Wales from Seetec retained their current T&C’s. If the National Agreement is agreed then the T&Cs for this group will be applied retrospectively to the date of transfer in Dec 2019. |
| Pensions | **What happens to employees current occupational pensions upon transfer to HMPPS (NPS)?** | This depends on members existing arrangements and how long they have participated in those arrangements. We are unable to give any guidance except to say they will need to contact their current provider. |
| Pay | **How will staff assimilate to the NPS Pay structure** | If a CRC staff member transfers across and is on an annual salary at the same rate as a recognised NPS pay point in their NPS pay band then they will transfer onto the same figure within the NPS pay band and there will be no impact on their salary from the transfer.  Please see the examples below, in particular example 3  **Example 1: BAND 2**  Current CRC Basic Salary - £18,654  Pay on assimilation to the NPS structure - £18,833  The salary of £18,654 is not a recognised pay point on the NPS pay structure. The employee will assimilate onto the nearest higher pay point on the Band 2 scale and receive an increase of £179.  **Example 2: BAND 3:**  Current CRC Basic Salary - £29,000  Pay on assimilation to the NPS structure - £28,200 (Pay Band maximum)  The employee will assimilate to the maximum of the Band 2 pay scale which is currently £28,200. They will not suffer a drop in their take home pay. We will apply pay protection to the difference of £1,200 per annum and this will be paid as an erodible mark time allowance for three years from the date of transfer.  **Example 3: BAND 4**  Current CRC Basic Salary - £30,208  Pay on assimilation to the NPS structure - £30,208  As the pay point of £30,208 already exists in the NPS pay structure, the employee will remain on their existing basic salary. There will be no impact on their annual salary from the transfer to the NPS. This is also the salary used for the next NPS pay award, subject to the national NPS pay award position. |
| Pay | **What happens when Pay Protection for former CRC staff payments ends?** | **Pay Protection**  Pay Protection is achieved by the payment of a separate and erodible mark time allowance. This is a separate allowance and limited to three years duration. Your NPS basic annual salary will remain in payment and will not be impacted by the end of your pay protection.  A mark time allowance will be shown separately on your payslip and this is the figure that will cease after three years. Your NPS basic annual salary will remain unchanged by the pay protection. Your NPS basic annual salary will be treated for pay award purposes in the same manner as every other NPS employee and may increase with the annual pay awards dependent on the national NPS pay position.  At the end of the three years there will be no impact on the NPS annual salary or any NPS allowances. However if the Mark Time allowance is still in payment then this will cease after three years if it has not eroded before then. |
| National Agreement | **Who does the National Agreement apply to?** | The Agreement is with the Probation Trade Unions and extends to CRCs and their staff that transfer, either to HMPPS (NPS), or to Dynamic Framework Providers only.  It does not extend to staff in other employers (CRC parent organisations, subcontractor or supply chain) because we could not negotiate an agreement with the Probation TU’s where they do not have a negotiating remit.  These staff would transfer to the NPS with their contractual terms protected in June 2021.  The Agreement would be the basis for alignment discussions for these groups. |
| Continuity of Service | **What service will be protected if I transfer to a DF provider?** | Continuous service with a CRC, including continuous service with a former Probation Trust and predecessor/s will count as a period of continuous service post transfer and the change of employer does not break continuity of employment.  Please refer to paragraphs 6 and 7 of the separate Voluntary Redundancy (VR) / Voluntary Severance (VS) document for details of what service will count for VR / VS purposes. |