

**INFORMATION ON THE CRC TO DYNAMIC FRAMEWORK PROVIDER (DFP)**

**TRANSFER DUE TO TAKE PLACE ON 26 JUNE 2021**

1. **INTRODUCTION**

Below you will find a summary of the Staff Transfer and Protections Agreement terms which will apply to you if you are a directly employed CRC member of staff who is due to transfer on 26 June 2021 to one of the new Dynamic Framework Providers (DFPs).

Please note that this guidance does not apply to you if work for a CRC parent company, sub-contractor or supply chain company – please follow separate link on main page.

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* Overview
* A summary guide to the CRC to Dynamic Framework Provider Staff Transfer and Protection Agreement
1. **DFP CONTRACT WINNERS**

You can find a full list of all the DFP contract winners declared to date here: <https://www.unison.org.uk/content/uploads/2021/03/Dynamic-Framework-Contracts-Winning-Bids.docx>

The outcome of the Women’s Services DFP contracts have yet to be announced.

1. **OVERVIEW**

The Staff Transfer and Protections Agreement provides directly employed CRC staff who are transferring to a DFP with the following protections:

1. A guarantee that all directly employed CRC staff will transfer, either to the NPS, or to a DFP, on 26 June 2021. Staff assigned to a DFP will already have been notified.
2. A two year no compulsory redundancy guarantee post-transfer
3. An enhanced voluntary redundancy/voluntary severance package for any staff offered voluntary redundancy, or voluntary severance, within two years of the transfer
4. Protection for members currently in the Local Government Pension Scheme (LGPS), or those eligible to join the LGPS, to retain their existing pension in the DFP
5. Standard TUPE protection which means that your continuity of employment and your CRC contractual pay and conditions are protected, with the addition of benefits as set out in a, b, c & d above, which go above and beyond what TUPE protects by law.
6. **A SUMMARY GUIDE TO THE CRC TO DYNAMIC FRAMEWORK PROVIDER TRANSFER & PROTECTIONS**
7. **Transfer**
8. All staff assigned to a DFP will transfer under the Transfer of Undertakings (Protection of Employment) Regulations (TUPE) unless staff object to the transfer. UNISON strongly advises members that they **should not object** to the transfer, because to do so will terminate the employee’s contract with no redress for unfair dismissal etc.
9. The Transfer of Undertakings (Protection of Employment) Regulations (TUPE) is a law designed to protect the rights of employees when a business transfers from one owner to another.
10. TUPE protects your working rights when you transfer to your new employer.
11. If you are involved in a transfer that is covered by TUPE, you are guaranteed that your job and employment terms and conditions transfer over.
12. The CRC to DFP transfer is also underpinned by the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector, which protects any existing members of public sector pension schemes among transferring staff, and will require the DFP to continue to offer these staff, either the Local Government Pension Scheme, or the Civil Service Pension Scheme as appropriate
13. Under TUPE your DFP is required to consult with UNISON in your CRC over any measures the new employer intends to put in place after the transfer, e.g. change of pay date. Measures consultation cannot alter your contractual terms and conditions, only employment procedures.
14. **Continuity of Employment**

Your continuity of employment will be protected. This will include all previous continuous service with:

1. CRC
2. Former Probation Trust (s) and their predecessors (e.g. Probation Boards)
3. Former employers on the Redundancy Modifications Order (for the calculation of redundancy benefits only). Please see: <https://www.legislation.gov.uk/uksi/1999/2277/schedule/1/made>
4. **Job Security/Voluntary Exit**
5. 2-year no compulsory redundancy guarantee from date of transfer
6. 2-year time limited enhanced voluntary redundancy/voluntary severance package from date of transfer with the following terms:
* Based on continuous service
* 4.5 weeks’ pay for each year of service
* Up to max of 67.5 weeks
* Immediate payment of unreduced pension if over 55
1. **Trade Union Recognition**

If, following the TUPE transfer, the transferred work and employees of the CRC maintain a distinct identity from the remainder of the DFP’s operations, UNISON and the other probation unions will be deemed to be recognised by the DFP. HMPPS has encouraged the DFPs to recognise the probation unions.

UNISON is in discussion with the existing CRC parent companies which are bidding for DFP contracts to give an undertaking that they will continue to recognise UNISON if they are successful in winning any of the contracts. We are also talking with the other companies which have won the DFP contracts about trade union recognition.

The more members UNISON has among the staff due to transfer to the DFPs, the stronger we can make this case. If you are in scope of a transfer to a DFP and are not already in a trade union, we encourage you to join UNISON now. UNISON will continue to look after your interests if you transfer to a DFP. Your UNISON membership has never been more important.

1. **Pay & Conditions**
2. Your CRC pay and conditions will be protected in line with the Transfer of Undertakings (Protection of Employment) Regulations (TUPE) which is a law designed to protect the rights of employees when a business, or part of a business, transfers from one owner to another.
3. This means that if you transfer from a CRC to a DFP, all your CRC contractual employment terms and conditions are protected when you become an employee of the new employer.
4. Following amendments to the TUPE Regulations which came into force on 31 January 2014, regulation 4(5B) of TUPE permits a DFP to seek agreement to vary terms and conditions incorporated into individual contracts that are from a collective agreement a year after the transfer. All current CRC terms and conditions derive from collective agreements.
5. However, changes to contracts that are from a collective agreement can only take place if the proposed terms overall are no less favourable than their current terms. This means that some terms can be less favourable as long as some are more favourable and considered altogether the previous terms and conditions and the current terms and conditions balance out.
6. **Pensions**

The following protections are in place for transferring staff:

1. Continued membership of the Local Government Pension Scheme (LGPS) for CRC staff in LGPS prior to the transfer, or eligible to join the LGPS pre-transfer.
2. Membership of the DFP’s own pension scheme for staff who were in their CRC’s own pension scheme prior to the transfer.
3. **Join UNISON Now**

If you work for a CRC and are not already in a trade union join UNISON now for advice, support and protection before, during and after your transfer on 26 June. Joining is easy, visit <https://join.unison.org.uk/> or call free on 0800 171 2194