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PROTECTION OF PAY AND CONDITIONS OF SERVICE

1. Introduction

The purpose of having a “pay protection” facility is to facilitate the introduction of organisational change by mitigating any immediate financial consequences of the change for the staff affected.

2. Application

These provisions apply to any employee who, as a consequence of organisational or service changes, is required by management to move to a new post or who suffers a reduction in earnings within his or her contracted working week. It provides for:

a) short-term protection of earnings whether or not down-grading is involved;

b) long-term protection of the basic wage or salary where down-grading is involved.

3. Short Term Protection of Earnings

3.1 The employee’s earnings are protected at the weekly or monthly average pay level (see Appendix A) for the three months immediately preceding the first day of employment in the new post. Short-term protection will be recalculated in the event of a retroactive pay award.

<table>
<thead>
<tr>
<th>Reckonable Service</th>
<th>Protection Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>4-12 Months</td>
<td>2 months</td>
</tr>
<tr>
<td>1-2 years of service</td>
<td>4 months</td>
</tr>
<tr>
<td>2-3 years</td>
<td>6 months</td>
</tr>
<tr>
<td>3-4 years</td>
<td>8 months</td>
</tr>
<tr>
<td>4-5 years</td>
<td>10 months</td>
</tr>
<tr>
<td>5+ years</td>
<td>12 months</td>
</tr>
</tbody>
</table>

3.2. If for any pay period (weekly or monthly) the earnings in the new post exceed the protected earnings, then the employee will receive the earnings in the new post for that period.

3.3. When calculating earnings in the new post, the rates used for calculating payments in respect of overtime, shift work and other additional duties shall be those applicable to the new post.

4. Conditions

4.1 Short-term protection of earnings is conditional on the employee undertaking any reasonable overtime, shift work, or other additional duties which may be
required up to the level at which earnings in the new post equal the protected earnings.

4.2 Short-term protection of earnings is also conditional on the employee accepting any subsequent offer of another suitable post with the Trust which attracts a basic wage or salary greater than the basic wage or salary applying to the new post. Where the basic wage or salary (and any additional earnings) in the new post falls below the protected level of previous average earnings, short-term protection will continue to apply up to the time-limit specified.

5. Long Term Protection of Basic Wage or Salary

5.1 An employee who is moved from one post to another and is down-graded as a result of the move will be entitled to protection of basic wage or salary (see Appendix A) on a “mark time” basis, but increased by appropriate pay awards for the period of years specified as follows:

<table>
<thead>
<tr>
<th>Reckonable Service</th>
<th>Protection Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-3 years of service</td>
<td>1 year</td>
</tr>
<tr>
<td>3-7 &quot; &quot;</td>
<td>2 years</td>
</tr>
<tr>
<td>7-10 &quot; &quot;</td>
<td>4 years</td>
</tr>
<tr>
<td>10+ years</td>
<td>5 years</td>
</tr>
</tbody>
</table>

5.2 Staff aged 55 or older and with more than 10 years reckonable service at the date from which protection would apply, will received protection until the age of 65, provided the employee remains in the Trust’s employment until that time.

5.3 Staff aged 45 or older with MHO status and with more than 10 years reckonable service at the date from which protection would apply will receive protection until the age of 55, provided the employee remains in the Trust’s employment until that time.

5.4 When an employee is moved to a new post at a lower grade and the hours in the new post are the same or fewer than before, long-term protection entitlement is assessed on the basis of actual hours worked in the new post paid at the hourly rate applicable to the previous post (i.e. it is the basic rate of pay in the old post that is protected, not the number of hours)

5.5 If the hours in the new post exceed hours worked previously, long-term protection entitlement is based on:

\[(\text{hours worked previously}) \times \text{rate applicable previously}\]

- with the additional hours in the new post paid at the rate applicable to the new post.

5.6 Any other additional earnings derived from work in the new post will be paid at the rate appropriate to the new post.
5.7 All other conditions of employment will be those applying to the new post, not the protected post.

5.8 Protection will cease when:

a) The employee is appointed to a new post at his/her own volition, including a post of a lower grade;

b) The employee leaves the employment of the Trust on his/her own application;

c) The employee is appointed to a post in which the normal basic wage/salary is equal to or exceeds the protected basic wage or salary.

6. Conditions

6.1 Long-term protection of the basic wage or salary where downgrading is involved is conditional on the employee accepting suitable alternative employment (see Appendix A) that is offered, should a post become available. If any employee unreasonably refuses to accept a post for which he or she can reasonably be considered to be suitable, entitlement to pay protection will cease forthwith.

7. Interaction between Short- and Long-term Protection

An employee to whom both short-term and long-term protection is applicable shall for the duration of the short-term protection be paid on the basis of whichever protection is more favourable. Thereafter payment will be made on the basis of the continuing entitlement to long-term protection.
PRIMARY CARE TRUSTS IN LEICESTERSHIRE

PROTECTION OF PAY AND CONDITIONS OF SERVICE

Signatories to Agreement

Signed on behalf of __________________________ Director of Human Resources

_____________________________ Date

Signed on behalf of __________________________ Chair of Joint Staff Group

_____________________________ Date
Appendix A

Definitions

1. "Basic wage or salary" is the weekly or monthly sum due in respect of basic hours worked in accordance with an individual's contract of employment together with any fixed payments or allowances that are regarded as part of the normal basic weekly/monthly pay.

2. “Average pay” is the average of all earnings (basic wage or salary, plus any of the Allowances listed in Appendix B) received during the three months immediately preceding the first day of employment in the new post.

3. "Protected Earnings" (for short-term protection) is the basic wage or salary plus:
   i) any payment or allowance which would be part of the normal contracted pay averaged over a normal roster period; or
   ii) the weekly or monthly average earnings calculated over 3 months (as per 3.1 above).

   Appendix B sets outs the payments and allowances which may be protected, when they have also been paid within the reference period in respect of duties which were a regular requirement of the post

4. "Reckonable Service" is total continuous service with the Trust or elsewhere in the NHS, unless this service has already been counted towards a redundancy payment, or other compensatory payment.

   A break in service of less than 12 months will not be regarded as a break in service. A career break (taken in accordance with the provisions of the ‘Career Break Scheme’) will not count as a break in service, but the time spent on the break will not count as reckonable service.

5. "Earnings in the new post" means the total wage or salary of the new post and including any other remuneration, e.g. overtime, shift work, and other additional duties.

6. "Downgrading" occurs when the new post, irrespective of its grade title, carries an hourly rate, or a salary scale with a maximum point, lower than that applying to the post held previously, or lower than that of the personal grade held in the previous post.

7. "A more senior post" is a post which carries an hourly rate, or a salary scale with a maximum point, higher than that applying to the new post or any subsequent post to which an employee may have moved.

8. “Suitable alternative employment” A post which may not be in the same grade or attract the same rate of pay as the individual’s previous appointment. The employee's qualifications, experience and skills should, however, match the person specification for the new post. In addition, the new place of work should be within reasonable travelling distance of the former location.
Appendix B

**Additional Earnings Eligible For Protection**

Regular or contracted overtime

Incentive bonus payments or allowances (including Lead payments)

Special duty payments

Excess hours payments

Psychiatric and Geriatric leads

Radiological Officers safety allowances

G.U.M. Payments

Domiciliary fees

Student Training Allowances

**Allowances for:**

Night duty

Shift duty

Split duty

Unsocial hours

Stand-by/on-call duty