

# PROTECTION OF TERMS AND CONDITIONS DURING ORGANISATIONAL CHANGE POLICY

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**NHS Central Lancashire is committed to ensuring that, as far as it is reasonably practicable, the way we provide services to the public and the way we treat our staff reflects their individual needs and does not discriminate against individuals or groups on the basis of their age, disability, gender, race, religion/belief or sexual orientation.**

**Should a member of staff or any other person require access to this policy in another language or format (such as Braille or large print) they can do so by contacting the communications department or the relevant policy holder. NHS Central Lancashire will do its utmost to support and develop equitable access to all policies.**

**Managers are responsible for ensuring staff within their area of responsibility are aware of NHS Central Lancashire policies and that staff adhere to them.**

**Managers are responsible for ensuring that a system is in place for their area of responsibility that keeps staff up to date with new policy changes.**

**Staff are responsible for ensuring they are familiar with policies, know where to locate the documents on the NHS Central Lancashire's website, and seek out every opportunity to keep up to date with them**

**Independent contractors are expected to identify a lead person to be responsible for ensuring staff employed within their practice are aware of NHS Central Lancashire policies.**

**This policy is individual to NHS Central Lancashire. NHS Central Lancashire does not accept any liability to any third party that adopts or amends this policy.**

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## 1 INTRODUCTION

NHS Central Lancashire recognises that from time to time it may be necessary to introduce organisational changes in order to meet business and service needs. It is further recognised that such changes may have an impact on staff and roles in the organisation.

### 1.1 Scope

The following guidelines will apply to all employees (with the exception of those specifically employed on a temporary contract because of the re-organisation) who are required by management to move to a new post as a result of organisational change and suffers a reduction in their basic hours and/or income as a result.

## 2. PROTECTION OF TERMS AND CONDITIONS DURING ORGANISATIONAL CHANGE POLICY

This policy applies to employees who are required by management to move to a new post as a result of organisational change and suffers a reduction in basic hours and/or income as a result.

## 3. IMPLEMENTATION

### 3.1 Periods of Protection

“Service” is based on continuous reckonable NHS service, and the periods of protection are as set out below:

Continuous Service	Period of Protection
2 – 5 years	12 month protection
More than 5 years	24 months protection

Pay will be protected on a mark time basis, based on the average pay during a reference period of 3 months immediately prior to the change becoming effective.

### 3.2 Existing Protection Arrangements

Staff with existing individual protection arrangements (e.g. such as under Agenda for Change) may, upon moving to a new role to which this Policy will apply, either choose to continue the existing protection, or accept this protection arrangement. When the relevant agreement expires, the individual will move to the normal contractual terms and conditions.

Individuals whose pay is protected following the introduction of Agenda for Change, will benefit from the protection provisions outlined in paragraphs 46.22 – 46.27 of the Agenda for Change Terms and Conditions Handbook. Where an individual on protection under those arrangements is subject to further protection arrangements as a result of a subsequent organisational change, then the approach set out in paragraph 2.2.1 above should be adopted.

### 3.3 Protected Terms Available

The following protected terms are available:

- Basic Salary and hours.
- Leads / allowances that form part of the contractual terms and conditions, excluding overtime;
- Annual leave / statutory holidays (pro rata) if hours are reduced;
- Periods of notice.

Protection of pay applies to the combined value of salary and allowances etc. not to individual pay components.

### 3.4 Mark Time

Protection will be on a mark time basis – i.e. the individual's pay will "stand still" during the period of protection and not be subject to incremental or cost of living pay rises for the period of time as set out in paragraph 2.1 above, or until such time as the total level of pay in the new post exceeds the value of the protected pay, or until such time as the individual changes job voluntarily (whichever is the sooner) at which point the new salary and terms will apply.

### 3.5 Pension Benefits

If pay decreases through reorganisation (or some other reason through no fault of the PCT) the employee may, if the PCT agrees, be able to have their period of membership at the higher rate of pay deferred (sometimes known as preserved).

If the employee wants this to happen, they should ask the PCT, in writing, normally before their pay reduces. The employee **must** ask within three months of it reducing. If the PCT has agreed, the NHS pension scheme will work out your benefits in 2 ways when the employee comes to retire:

### 3.6 Other Conditions

Protection of earnings is conditional on the employee accepting any reasonable request to work additional hours, shift work, overtime, or other additional duties which may be required up to the level at which earnings in the new post equal the protected earnings.

The protection terms cease to apply if the employee concerned is subsequently appointed to a post for which the total pay and other conditions equal or exceed those protected.

The protection terms will cease to apply if an employee who is benefiting from these arrangements refuses an offer of suitable alternative employment in which the total pay and other conditions equal or exceed those protected. "Suitable alternative employment" should be determined by reference to sections 138 and 141 of the Employment Rights Act 1996. In considering whether a post is suitable alternative employment, regard should be had to the personal circumstances of the employee. Employees will, however, be expected to show some flexibility.

### **3.7 Excess Mileage**

Employees who are required to change their base of work as a result of a merger of NHS employers or their acceptance of another post as an alternative to redundancy may be reimbursed for their extra daily traveling expenses for a period of 4 years from the date of transfer. The excess shall be calculated on the basis of the bus fares or standard rail travel of if the employee travels by private motor vehicle on the basis of the public mileage rate.

### **3.8 Grievances**

Grievances arising out of the application of this policy will be dealt with under the PCT's Grievance Policy.

### **3.9 Policy Review**

This Policy will be reviewed through the Partnership, Negotiation and Consultative Forum (PNCF) within one year of ratification by the Governance Committee. The Policy may be reviewed at an earlier date if necessary.

## **4. REFERENCE DOCUMENTS**

None

## **5. GLOSSARY**

None