PRESCRIPTION PRICING AUTHORITY

PROTECTION OF PAY AND CONDITIONS OF SERVICE

1. SCOPE

1.1 This policy applies to any employee of the PPA who, as a consequence of organisational change, is required by Management to move to a new post or suffers a reduction in basic hours worked within the standard working week.

1.2 It provides:-

i. short-term protection of earnings whether or not downgrading is involved;
ii. long term protection of basic wage or salary where downgrading is involved;
iii. protection of other terms and conditions.

1.3 Nothing in this policy may override the provisions of General Whitley Council agreements.

2. DEFINITIONS

Organisational Change

2.1 Means any structural or managerial change in the organisation of health service provision.

Protectable Earnings

2.2 Are basic wage or salary (as defined below) plus the weekly or monthly average of any of the allowances included in Appendix 1 earned over the four months immediately preceding the first day of employment in the new post. However, allowances included in Appendix 1 only qualify for protection if they are a regular requirement of the job.

Basic Wage or Salary

2.3 Is the weekly or monthly sum due in respect of basic hours worked within the standard working week, plus any responsibility or qualification allowances, or proficiency payments, reckoned on the day immediately preceding the first of employment in the new post, but excluding any payments made in respect of acting up, stand by and on call duty. Also excluded are payments listed as additional earnings at Appendix 1.

Earnings in the new post

2.4 Mean the sum of basic wage or salary in the new post and of any payment in respect of overtime, shift work and other additional duties.

Downgrading

2.5 Occurs when the new post, irrespective of its grade or title, carries an hourly rate or 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. Where an officer is downgraded, progression up the incremental scale will not apply regardless of whether that officer is in receipt of long-term or short-term protection.

Reckonable Service

2.6 Is total NHS service (aggregated if discontinuous) but excluding service which has been the subject of a redundancy payment or any other compensatory or terminal payment as specified in Section 45.

3. SHORT-TERM PROTECTION OF EARNINGS

3.1 Where an employee is required by Management as a result of structural or organisational change, to move from a post at the same grade but which attracts a payment specified in Appendix 1 to a post where total earnings are less than those in the original post, earnings will be protected in accordance with the following table below:

Reckonable Service	Protection Period
1 - 5 years service	**6 months**
5 years and over	**12 months**

3.2 If for any particular pay period, the earnings in the new post exceed the protectable earnings, protection of earnings is extinguished and earnings in the new post are paid in full for that particular period.

3.3 When calculating earnings in respect of overtime, shift work and other additional duties, as specified in Appendix 1 shall be those amounts applicable to the new post.

4. LONG-TERM PROTECTION OF BASIC WAGE OR SALARY FOLLOWING DOWNGRADING

4.1 Long-term protection of basic wage or salary will apply to any employee who is moved from one post to another and who is downgraded as a result of the move and who has the necessary qualifying service (see attached table at Appendix 2).

4.2 The length of protection will apply until:-

- the period of years specified in Appendix 2 expires, or
- the employee is appointed to a post in which the normal basic wage or salary is equal to or exceeds the protected basic wage or salary, or
- the employee moves on his/her own application to a post with a basic wage

or salary which is lower, equal to or higher than the existing post, or

- the employee retires, or

- the basic wage or salary of the post is equal to or exceeds the protected basic wage or salary prior to the end of the protection period as specified in Appendix 2.

4.3 Protection will be applied to the salary point received by the employee at the date when protection commenced. During the protection period, this will be enhanced by any revisions to pay scales resulting from cost of living adjustments, but there will be no further progression on the incremental scale whilst protection continues.

4.4 Once the entitlement to long-term protection has expired, the employee will be paid in accordance with the maximum incremental point for the grade of the new post. There will be no protection on a mark-time basis.

4.5 When a part-time employee is moved to a new post and downgraded 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.

4.6 Where the hours in the new post exceed hours worked previously, long-term protection entitlement is based on (hours worked previously) x (rate applicable previously). The additional hours in the new post are paid at the rate applicable to the new post.

4.7 Any additional earnings derived from work in the new post will be paid at the rate appropriate to the new post.

5. INTERACTION BETWEEN SHORT-TERM AND LONG-TERM PROTECTION

5.1 An employee with an entitlement to long-term protection under paragraph 4 above may also have a concurrent right to short-term mark-time earnings protection where he/she has been in receipt of a payment as defined in Appendix 1. Where there is a concurrent right to short-term and long-term protection, the employee will receive whichever is most favourable, except that, in all cases the provisions of paragraph 4.2 will apply.

6. PROTECTION OF OTHER TERMS AND CONDITIONS

Period of Notice

6.1 Employees required to move to a new post will retain the period of notice to which they are entitled under Section 1 of the Employment Rights Act 1996.

Hours and Annual Leave

6.2 Employees required to move to a new post will acquire the conditional hours appropriate to the new post. Annual leave allowances will be protected with subsequent improvements while basic pay is fully protected.

Continuity of Employment

6.3 Any employees required as a result of structural or organisational change to move to a new post will retain all continuity of employment for the purposes of the Employment Rights Act 1996.

7. SUBSEQUENT CHANGES OF POST

7.1 Each subsequent change of post due to a structural or organisational change covered by this agreement shall attract protection in its own right.

8. CONDITIONS

8.1 Short-term protection of earnings is conditional on the employees undertaking any 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.

8.2 Short-term protection of earnings is also conditional on the employee accepting any subsequent offer of another suitable post which attracts a basic wage or salary in excess of the basic wage or salary applying to the new post.

8.3 Employees with an entitlement to long-term protection in accordance with paragraph 4, may at any time opt for the complete package of remuneration and conditions of service applicable to the new (or any subsequent post). This option, once exercised, cannot be cancelled.

9. PREVIOUS AGREEMENTS

9.1 Employees already receiving protection under the provisions of previous General Whitley Council or Administrative and Clerical agreements shall continue to be protected under those provisions until the protection expires.

10. PRESERVATION OF RIGHTS

10.1 Subject to the provisions of paragraph 9, nothing in this policy shall apply in respect of, or affect the validity of any terms and conditions or service or any protection of variation arrangements applicable to an employee by virtue of any statutory provision.

11. APPEALS

11.1 Appeals arising out of the application of this agreement shall be dealt with through the Authority's Grievance Procedure.

12. REVIEW

12.1 This policy will be reviewed after three years, or sooner should new legislation or Whitley Council provisions require changes to be made.

APPENDIX 1

PAYMENTS ELIGIBLE FOR SHORT-TERM PROTECTION

The following payments should be included in the computation of the four month average only if they are a regular requirement of the job.

Overtime

Incentive bonus payments (including lead-in payments and bonus allowances)

Special duty payments

Shift duty allowance

Split duty allowance

Stand-by and on-call duty allowance

ADP Allowances

APPENDIX 2

LONG-TERM PROTECTION OF BASIC WAGE OR SALARY FOLLOWING DOWNGRADING

LENGTH OF RECKONABLE SERVICE	PROTECTION PERIOD
Up to 2 years	**1 year**
2 - 3 years	**2 years**
3 - 4 years	**3 years**
4 - 5 years	**4 years**
5+ years	**5 years**

Protection on the above basis will be made irrespective of the employee's age