

**AGENDA FOR CHANGE TERMS & CONDITIONS  
PROTECTION POLICY**

Version 1.0

Document control summary

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**VERSION CONTROL SUMMARY**

<b>Version</b>	<b>Date</b>	<b>Comments/Changes</b>
1.0	4 February 2005	Agenda for Change terms & conditions (based on November 2004 AfC Agreement)

## **Introduction**

### **Policy Statement**

East London and The City Mental Health NHS Trust (herein referred to as 'the Trust') recognises the need for a robust process to address pay protection issues for staff following assimilation to Agenda for Change.

This policy is in accordance with Agenda for Change Terms and Conditions (November 2004 Agreement) and is aimed at sensitively addressing the issue of pay protection further to implementation. In the case of the minority of individual staff whose total pay package is lower under the new system, this policy will apply to ensure that any such staff will be no worse off upon assimilation and enables eligible staff an opportunity to re-assign to a higher weighted job or obtain development and training so as to fit the skills and knowledge to a higher weighted job where possible.

### **Scope of Policy**

The Policy applies to all employees (except for Trust staff Bank members, Medical staff and Directors) who will be employed on Agenda for Change terms and conditions and is effective from 1<sup>st</sup> October 2004.

**Pay Protection Policy**

**1.0 Pay protection**

In the case of the minority of individual staff whose regular pay might otherwise be lower under the new system, the following arrangements will apply to ensure that any such staff will be no worse off upon assimilation.

**2.0 Pay protection arrangements**

2.1 Where the combined value of the payments before assimilation is greater than the combined value of payments after assimilation, the latter should be recalculated using the first or second available higher pay point within the same pay band<sup>1</sup> if that will prevent the need for protection. In such cases, the employee's next incremental increase will be payable on 1 October 2005 and 1 October will be the employee's incremental date.

These protection arrangements apply to the combined value of payments before and after assimilation, not to individual pay components (see Table 1 below), subject to the qualifications set out in section 3.0.

**Table 1**

Payments Before Assimilation	Payments After Assimilation
<ul style="list-style-type: none"> <li>• Basic pay, including any contractual overtime</li> </ul> <p><b>plus</b></p> <ul style="list-style-type: none"> <li>• Leads and allowances measured in the Job Evaluation Scheme, or taken into account in any recruitment and retention premia</li> </ul> <p><b>plus</b></p> <ul style="list-style-type: none"> <li>• London weighting fringe allowances and cost of living supplements</li> </ul> <p><b>plus</b></p> <ul style="list-style-type: none"> <li>• Shift allowances and other payments related to unsocial hours</li> </ul> <p><b>plus</b></p> <ul style="list-style-type: none"> <li>• On call payments</li> </ul> <p><b>plus</b></p> <ul style="list-style-type: none"> <li>• Bonus payments from schemes discontinued following implementation of the new pay system</li> </ul> <p><b>plus</b></p> <ul style="list-style-type: none"> <li>• Other leads and allowances paid as part of regular pay which will cease on assimilation</li> </ul>	<ul style="list-style-type: none"> <li>• Basic pay, including any contractual overtime</li> </ul> <p><b>plus</b></p> <ul style="list-style-type: none"> <li>• Recruitment and retention premia</li> </ul> <p><b>plus</b></p> <ul style="list-style-type: none"> <li>• High cost area supplements</li> </ul> <p><b>plus</b></p> <ul style="list-style-type: none"> <li>• Payments for working outside normal hours:</li> </ul> <p><b>Plus</b></p> <ul style="list-style-type: none"> <li>• On call payments</li> </ul> <p><b>plus</b></p> <ul style="list-style-type: none"> <li>• Any new bonus schemes authorised under the new system</li> </ul>
<b>TOTAL</b>	<b>TOTAL</b>

3.0 The level of pay before assimilation for the purpose of this calculation will be the average level of the payments in column 1 of Table 1 over a reference period of twelve weeks or three months ending at the assimilation date except:

<sup>1</sup> As opposed to the rules assimilating staff to the new paybands on the basis of basic pay: Section 9.12; November 2004: Agenda for Change Agreement  
 AfC Terms & Conditions Pay Protection Policy

- 3.1 Where this period includes the annual pay award due in April 2005, or an annual increment, the protected amount should be adjusted as if that award or increment had applied throughout the reference period;
  - 3.2 Where the shift allowances or payments for working outside normal hours vary over a rota, which is longer than three months, the average over the full rota should be used;
  - 3.3 Where bonuses are paid less frequently than monthly an average over the last 12 months should be used.
- 4.0 The level of protected pay will be recalculated taking into account the 3.225% uplift in April 2005 in respect of all payments to which it applies.
- 5.0 The period of protection will end when the total level of payments under the new system exceeds the level of protected pay, or when the protected person changes job voluntarily, or 31 March 2011, whichever is the soonest.

## **6.0 Incremental dates**

- 6.1 Subject to the special provisions relating to temporary movement into a higher pay band<sup>2</sup>, staff on special transitional points<sup>3</sup>, incremental dates will be determined as follows:-
- 6.1.1 For existing staff on spot salaries (that is, in posts with a single salary rate and no increments) or staff who are on or above the maximum of their current pay scale the incremental date will be the anniversary of the effective date of assimilation.
  - 6.1.2 For newly appointed or promoted staff the incremental date will be the date they take up their post.
  - 6.1.3 All other staff will retain their current incremental date.

## **7.0 Re-designing roles for reassignment to a higher weighted job**

- 7.1 As soon as possible during the period of protection, the skills, knowledge and role of staff subject to protection will be reviewed to establish whether they could be reassigned to a higher weighted job or offered development and training to fit them for a higher weighted job<sup>4</sup>.
- 7.2 Staff who are eligible for this process will be identified by the Agenda for Change Project Team as soon as possible following assimilation and procedure for

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<sup>2</sup> Where temporary movement into a higher pay band results in only one extra pay point the incremental date remains the same. Where temporary movement results in more than one extra pay point the incremental date for the period of the temporary movement becomes the date the movement began. Section 6.28; November 2004: Agenda for Change Agreement

<sup>3</sup> Where a special transitional point is in use, all new appointees appointed on it during the year will move up a point on the 1 October following appointment, and their incremental date will be 1 October regardless of when in the year they were appointed. Where existing staff assimilate to a special transitional point, they will progress on their normal incremental date to the next point. Section 9.16; November 2004: Agenda for Change Agreement

<sup>4</sup> Pay protection arrangements: Section 9.26; November 2004: Agenda for Change Agreement

reassigning roles will be applied automatically. Staff will not need to request a review.

7.3 This process will not apply to staff listed below who qualify for national Recruitment and Retention Premia (RRP):

- Chaplains
- Pharmacists
- Financial Accountants
- Qualified Maintenance Craftsperson's

7.4 The procedure for reassigning roles will be as follows (see Appendix 1):

7.4.1 A member of the Agenda for Change Project Team (or Human Resources representative after 1 October 2005) will meet with the Head of Service to review service provision.

7.4.2 The purpose of this meeting will be to establish if in line with service improvement and modernisation objectives, the role of the individual whose pay is protected can be redesigned to meet the needs of the department.

7.4.3 The priorities to be considered when redesigning roles must be:

- to address quality/service issues identified by the clinical governance team via risk management or audit processes;
- to contribute to meeting national/directorate goals, aims, objectives or targets relating to service improvement or modernisation;
- to extend or improve services to address issues that have been identified by the public or patients;
- the development of interdisciplinary working and the breaking down of traditional work boundaries;
- to support new ways of working.

7.4.4 If the above criteria can be met the manager will with the assistance of the member of the Agenda for Change Project Team (or Human Resources representative) write a job description for the redesigned role.

7.4.5 The new job description will be matched/ evaluated using the job evaluation scheme to determine the pay band.

7.4.6 The staff member/s will be transferred to the new pay band and a new KSF outline will be agreed.

7.4.7 The Head of Service will arrange to meet with Agenda for Change Project Team (or Human Resources representative after 1 October 2005) during the individual's period of protection to review service provision if it is felt that the individual's role can be redesigned. The review will then follow the same process as above.

## 8.0 Staff Approaching Retirement Age

8.1 During the period of assimilation the following rules will apply for staff approaching retirement age in accordance with the relevant NHS provisions whose basic pay before assimilation is below their new minimum:

- Assimilation for staff two years or less from their normal retirement age on the effective date of assimilation should be no lower than the normal minimum;
- For staff three years or less from their normal retirement age on the effective date, assimilation should be to a point no lower than the highest special transitional point;
- For staff four years or less from their normal retirement age on the effective date, assimilation should be to a point no lower than the second highest special transitional point;
- For staff five years or less from their normal retirement age on the effective date, assimilation should be to a point no lower than the lowest special transitional point.

## 9.0 Working Hours

9.1 The standard hours for all full-time NHS staff covered by Agenda for Change will be 37½ hours, excluding meal breaks. However, current staff who do not currently work 37½ hours will be subject to a phased protection period as set out in Table A below:

**Table A**

Full-time standard prior to assimilation	New Standard Hours (Years from 1 December 2004)
<b>39 hours</b>	<ul style="list-style-type: none"> <li>• Reduce to 37½ on 1 December 2004.</li> </ul>
<b>37 hours</b>	<ul style="list-style-type: none"> <li>• Three years on 37 hours</li> </ul>
<b>36½ hours</b>	<ul style="list-style-type: none"> <li>• Three years on 36½ hours</li> <li>• One year on 37 hours</li> </ul>
<b>36 hours</b>	<ul style="list-style-type: none"> <li>• Three years on 36 hours</li> <li>• Two years on 37 hours</li> </ul>
<b>35 hours</b>	<ul style="list-style-type: none"> <li>• Four years on 35 hours</li> <li>• Two years on 36 hours</li> <li>• One year on 37 hours</li> </ul>
<b>33 hours</b>	<ul style="list-style-type: none"> <li>• Four years on 33 hours</li> <li>• Two years on 35 hours</li> <li>• One year on 37 hours</li> </ul>

9.2 The protection arrangements as outlined in Table A will continue to apply where staff move to a post with the same hours under the old pay system during the protection period.

9.3 If standard hours change during the period of protection, other than the phased introduction of the new standard hours<sup>6</sup>, the protected level of pay will be recalculated.

<sup>6</sup> Assimilation to new conditioned hours: Section 9.29 – 9.31; November 2004: Agenda for Change Agreement  
 AfC Terms & Conditions Pay Protection Policy

## **10.0 Annual Leave Protection**

10.1 Any member of staff whose leave entitlement is reduced under Agenda for Change will have their existing entitlement *protected for five years* from the date of assimilation October 2004 into the new system. During this period staff may continue to take existing Whitley Council annual leave entitlement. At the end of the protection period, the individual's annual leave entitlement will revert to that for which their length of service entitles them under Agenda for Change<sup>7</sup>.

## **11.0 Staff already on Pay Protection from unrelated changes**

11.1 Staff with pay protection arising from changes unrelated to this agreement who are also eligible for protection under this agreement may, at the time of assimilation, elect either to continue with their existing protection agreement or to move to this protection agreement. When the agreement concerned expires they will move onto the normal terms and conditions under this agreement.

## **12.0 Agreement**

12.1 This Policy has been jointly agreed by Management and Trade Unions in partnership under the arrangements for implementation of Agenda for Change.

## **13.0 Policy Review**

13.1 The Director of Human Resources will monitor and review the policy and present any necessary changes to the Service Delivery Board (SDB) and Joint Staff Committee (JSC).

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<sup>7</sup> See Trust Annual Leave Policy



**Appendix 1**

**Re-designing Roles**

