



# Pay protection and excess travel

## 1 What this policy covers

This policy outlines the protection of pay and conditions of service arrangements for staff affected by an organisational change initiated by GHC. It should be read in conjunction with GHC's Organisational Change Policy.

This policy does not apply where pay is affected as a result of changes:

- requested by the individual(s) or their representative(s)
- made by mutual agreement between an individual and their manager
- as a result of employee competence concerns, hearing outcome or disciplinary action
- as a result of redeployment because of ill health, where the reason has been recognised as work-related under the provisions of Agenda for Change
- that are part of a negotiated settlement.

Staff currently receiving time-limited protection under previous protection arrangements will continue to receive protection under arrangements at that time.

## 2 Definitions

**Additional earnings/enhancements** mean additional shift allowances or payment for other additional duties. This is normally calculated on the basis of the weekly or monthly earnings average of the 12 months prior to the last day of the previous post or date of start with GHC if this is within the 12-month period.

**Basic salary** is the pensionable salary earned by the employee performing their contracted hours, calculated over 12 months and based on current rates. It does not include any temporary upgrading.

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**Length of service** means the period of continuous employment with GHC or the NHS without a break or as otherwise determined in line with the Agenda for Change NHS Terms and Conditions of Service.

**Period of protection** means the length of service during which pay will be protected or excess travel paid.

**Redeployment date** means the date on which the employee starts employment in the new post under these arrangements.

## 3 Principles

The protection arrangements in this policy aim to support the management of change by helping to obtain a balance between the need to:

- achieve the business plans and contractual obligations of GHC within available resources
- retain the skills, commitment and expertise of staff
- take account of the aspirations of staff, their wellbeing and domestic commitments
- treat staff fairly and reasonably.

In operating this policy, GHC requires staff to be adaptable, which may mean: taking on a new role; a variation in role or responsibilities; changing working team or location; changing hours of work; and, in some cases, having to re-train.

Staff affected by organisational change who do not secure a post at their substantive band within the new structure are expected to actively consider posts at a lower band.

## 4 Responsibilities

- GHC is responsible for ensuring that managers are aware of their responsibilities under this policy.
- Managers are responsible for following the principles and processes in this policy, while ensuring the appropriate paperwork is completed and that Payroll is notified of the employee's pay protection arrangements.

## 5 Pay protection in practice

### 5.1 Protection of basic pay

Basic pay protection applies to any employee who, as a consequence of organisational change, is required by management to move to a new post or to reduce their contracted working hours and who, as a result, is faced with reduced basic salary. Under the terms of this policy, eligible staff will continue to receive a protected basic salary for a period based on their length of service. The protected salary will be the employee's basic salary as at the start date of their trial or redeployment into a new post.

Pay protection will normally only be offered for redeployment to a post limited to one band below the existing substantive post. All other terms and conditions of employment will be those applicable to the new post.

Payment for additional duties/hours, including enhancements, will only be paid once the total earnings for the period in which the extra work was undertaken exceeds the total amount of protected earnings and will be limited to the balance over the total protected earnings.

### 5.2 Periods of protection

The period of pay protection is based on the length of continuous service as detailed at the top of this page.

During the period of protection, the protected basic salary will "mark time" (ie it will not be increased either by increments or pay awards).

<u>Length of service</u>	<u>Period of protection</u>
Less than 3 months of continuous NHS service	No pay protection
More than 3 months but less than 1 year of continuous NHS service	6 months protection of basic pay
More than 1 year up to 2 years of continuous NHS service	12 months protection of basic pay
More than 2 years of continuous NHS service	24 months protection of basic pay

Where a part-time employee is moved to a new post and downgraded, with their hours the same or fewer than before, basic pay protection entitlement is assessed using actual hours worked in the new post, paid at the previous post's hourly rate. If the hours in the new post exceed hours worked previously, protection entitlement is based on:

- hours worked previously at the previous rate
- additional hours in the new post are paid at the new post's rate of pay.

Protected pay will continue during any period of paid maternity leave.

At the end of pay protection, the employee will be paid the salary appropriate to the hours/band of the new post. The manager will need to discuss the employee's salary increment point with HR, because it will depend on the job role and employee's relevant experience.

During the period of protection, if an employee is affected by a further organisational change where pay protection is applicable because a further reduction in banding results, a new period of protection will start from the implementation date of the further organisational change. Any remaining time of the first pay protection will continue until the end of that pay protection period, and then the new pay protection period will take effect.

### 5.3 Protection of additional earnings

Eligible staff will receive protected pay, as shown in the table on the next page, from the date of redeployment or date of change in shift pattern or required reduction in their contracted working hours. All other terms and conditions of employment will be those applicable to the post in the new working pattern.



<b>Length of service where additional earnings were accrued</b>	<b>Period of protection</b>
Less than 1 year of service in post where additional earnings were accrued	12 weeks' additional earnings protection
1-5 years of service in post where additional earnings were accrued	6 months' additional earnings protection
More than 5 years of service in post where additional earnings were accrued	9 months' additional earnings protection

The amount of protected pay will be the difference, on the date the trial, redeployment or transfer starts, between the contracted pay in the new post and that which would have been paid in the previous working pattern.

The calculated amount will:

- not be increased during the period of protection
- be non-pensionable and will not count towards overtime or any other salary-related payments in the new post.

The periods of protection that will apply are:

- where contractual hours are reduced, short-term protection applies for periods set out in the table above (ie staff will be paid for contractual hours of work that applied to the substantive contract held before reorganisation during this period of protection)
- where appropriate, staff will be required to work the hours paid.

**5.4 General conditions**

If a suitable alternative post becomes available at the previous banding during the period of pay protection, an employee may be required to move to that post, if agreed with the employee and the new manager. If an employee unreasonably refuses to move to a post at their former banding, they will lose their right to pay protection, and it will stop with immediate effect.

Staff on fixed-term contracts with more than 12 months' continuous service are only entitled to protection for the period of their fixed-term contract.

Basic pay protection is conditional on an employee working any overtime or additional hours (if working part time) up to the level at which earnings in the new post equal the protected earnings, wherever this is reasonably practicable.

Protection of additional earnings is also conditional on an employee undertaking any reasonable overtime or shift work, including on-call requirements, up to the level at which the earnings in the new post equal the protected earnings. Such requests should be in line with the patterns of their previous post.

Under the provisions of the NHS Pension Scheme, staff may apply to preserve their pension benefits based on the previous level of pay where, through no fault of their own, they are downgraded. Employees who wish to consider this option should contact the Pension Manager at the earliest opportunity to discuss the process and timescales involved.

**6. Excess travel in practice**

**6.1 Excess travel reimbursement**

Employees who have to change their base as a result of organisational change may be reimbursed their extra daily travelling expenses.

The calculation for reimbursement is the difference between home to new base mileage and home to old base as determined by the route in the expenses system, for example:

Home to old base = 10 miles  
 Old base to home = 9 miles  
 Total journey = 19 miles

Home to new base = 15 miles  
 New base to home = 14 miles  
 Total journey = 29 miles

Increase in distance travelled is 10 miles  
 Total amount of eligible mileage to claim = 10 miles

The Agenda for Change mileage and public transport rates in place at the time will be the rate paid, depending on if an employee travels by a private vehicle or public transport.



Excess travel will be payable from the date of the change of base and can only be claimed on days an employee actually travels from/to their home to their new base. All claims must be made through GHC's expenses system.

### 6.2 Periods of protection

Entitlement to excess travel pay protection is determined by length of continuous service as follows:

Length of service	Protection entitlement
Less than one year	12 weeks additional mileage
One to five years	6 months additional mileage
More than five years	12 months additional mileage

### 6.3 Excess travel and periods of absence

**Sickness absence** – excess travel will not be paid whilst an employee is absent due to sickness. On their return to work an employee will be able to claim excess travel payments for the remainder of the original entitlement period. The period of entitlement will not be extended.

**Career break** – excess travel will not be paid whilst an employee is on a career break. On their return to work the employee will receive excess travel payments for the remainder of the original entitlement period. The period of entitlement will not be extended.

**Maternity or adoption leave** – if an employee is on maternity or adoption leave when their base is changed, the period excess travel is payable will start from the date their maternity or adoption leave ends. This includes if they take annual leave before returning to work. If an employee starts maternity or adoption leave during their period of entitlement to excess travel, they will receive their remaining entitlement on return to work.

### 6.4 General conditions

Employees must notify their manager of any change to their home address. The effect on excess travel will be as follows:

- an employee will not be able to any claim for additional excess travel if their new home address is further away from their new base
- if the new home address results in a lesser excess mileage, the amount of excess travel to be claimed will be recalculated accordingly and the lesser amount paid.

There may be some occasions where the employee travels from home to a location that is not their base, and the journey is longer or shorter than their normal travel to a new base. The maximum travel claim that can be made for is the difference between their usual home to new base mileage, and the distance they are travelling that day.

There is no entitlement to be reimbursed for any additional costs resulting from the change of base, eg car parking.

In certain exceptional circumstances excess travel may be paid as a one-off lump sum payment. The basis of any such payments will be agreed in consultation with staff side and be specific to each situation. GHC is not required to agree to requests from staff seeking a lump sum payment as an alternative to monthly payments.

### 6.5 Further organisational change

Where an employee is affected by a further organisational change the effect on excess travel will depend upon the location of the second new base as follows:

- if the second new base is closer to home than the first new base, the home to base mileage will be less. Therefore the amount payable for excess mileage will reduce accordingly for the remainder of the entitlement period
- if the second new base is further away from home than the first new base the home to base mileage will increase. There will be a further period of entitlement to excess mileage starting on the new date of change.



The first new base will be treated at the substantive base when calculating the excess mileage if the second new base is closer to home than the original base then the entitlement to excess travel will end on the date of the change

- if an employee changes base twice in a 12-month period but the first move was a transitional arrangement agreed at the outset, the excess travel entitlement will start on the original date of change, with no additional period being payable from the date of the second change. The mileage payable will be adjusted accordingly.

### **6.6 Temporary transfer**

When GHC requires an employee to carry out temporary duties at a place other than their permanent base, involving daily travel to their temporary base, they may be reimbursed their excess travelling expenses on the basis of the rates and eligibility criteria in this policy. This includes secondments to meet significant organisational need at the specific request of management. Where staff apply through normal recruitment and selection processes for a temporary role or secondment, the employee will not be eligible for excess travel.

## **7 Right of appeal**

If the matter is not resolved, the employee can appeal using GHC's appeal procedure.