

## **HUMAN RESOURCES DIRECTORATE PAY AND EMPLOYMENT UNIT**

Chief Executive of each HSS Board, HSC Trust,  
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Agency<sup>1</sup>

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### **For information:**

Director of Human Resources and  
Director of Finance  
of each body

Your Reference: JNF 1/2007

10 May 2007

Dear Colleagues

## **REVIEW OF PUBLIC ADMINISTRATION: PAY PROTECTION ARRANGEMENTS**

### **Introduction**

1. This Circular sets out an agreement of the Joint Negotiating Forum relating to pay protection for staff who as a consequence of the Review of Public Administration (RPA) are affected by organizational change. The Department has also consulted with regional recognised trade unions and professional bodies on the definitions and general conditions contained in this Circular. Circular HSS (Gen) (2) 2007 is obsolete and should be destroyed.
2. These arrangements only apply to those staff where the existing protection arrangements are less advantageous. Those who have more advantageous arrangements will retain those arrangements.

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<sup>1</sup> Health and Social Services Boards, HSC Trusts, the Central Services Agency (CSA), the Health Promotion Agency, the Northern Ireland Blood Transfusion Service Agency, the Northern Ireland Regional Medical Physics Agency, the Northern Ireland Guardian ad Litem Agency, the Northern Ireland Practice & Education Council for Nursing, Midwifery & Health Visiting (NIPEC), the Northern Ireland Social Care Council (NISCC), the Northern Ireland Regulation and Improvement Authority and the Northern Ireland Medical and Dental Training Agency (NIMDTA)

3. These conditions apply to any permanent employee (subject to the qualifying period of 1 year's reckonable service) who as a consequence of RPA is affected by organisational change.
4. **Staff who choose, for personal reasons, to change their working arrangements or post and as a consequence have reduced earnings, will not be entitled to protection under these arrangements.**

### RPA Pay protection arrangements

5. Downgrading

Table 1

Reckonable Service	Full Protection Period - years	Mark Time Protection Period -years
1 year	1	1
2 years	2	2
3 years or more	3	2

### Short term Protection of Earning – Standby/on-call\* allowance & Un-Sociable Hours payment

Table 2

Reckonable Service	Protection Period -months
1 year	4
2 years	8
3 years or more	12

### Definitions

6. **Basic Wage or Salary** is the weekly or monthly sum due in respect of basic hours worked by the individual concerned with the standard working week.
7. **Short-term protectable earnings** are the basic salary or wage plus the monthly or weekly average over the four months immediately preceding the first day of employment in the new post.
8. **Downgrading** occurs when the new post, irrespective of its job title, carries a salary point lower than the maximum point of the salary/wage scale applying to the post held previously.
9. **Reckonable service** is total continuous HPSS service.

10. **Protection on a mark-time basis** occurs after the period of protection has ended and means protection of basic pay without the benefit of any subsequent pay uplifts, increments etc applying to the scale.
11. **On-call Allowance** is an allowance paid to a member of staff who has specific roster commitment to be available to carry out emergency work.

### **General Conditions**

12. When a reduction in pay occurs due to e.g. sick Leave, maternity leave, career break, authorised unpaid leave, the basis wage or salary and/or short term protectable earnings will be calculated as if a member of staff has not been absent.
13. Protection of both basic pay and earnings may apply simultaneously in accordance with the conditions outlined in the section. However in circumstances where this applies, only protection of basic pay continues after short term protection is exhausted.
14. Earnings in the new post will be offset against protected earnings. If for any particular pay period the earnings in the new post exceed the protected earnings, the protected earnings are extinguished and earnings in the new post are paid in full for that particular pay period.
15. Short-term Protection of earnings is conditional on the employee undertaking any overtime, shift work, or other additional duties which may be required up to a level at which earnings in the new post equal the protected earnings. Staff refusing to accept this provision will not be paid the protected earnings for the duration of the refusal.
16. Protection of earnings/basic pay is conditional on the employees accepting any subsequent offer of another post within the organisation which attracts earnings/basic pay equal to or in excess of those applicable to the post occupied on a protected basis.
17. Basic pay will be fully protected with the benefit of any subsequent improvements or increments applying to the scale for the period of “full protection” as set out in Column 2 of Table 1. Thereafter protection continues on a “mark time” basis for the relevant period of protection as set out in Column 3 of Table 1. In the event of any of the following happening during the protection period protection will cease:-
  - 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 or her own application to a post with a basic wage or salary which is equal to that of the existing post, or
  - The employee moves on his or her own application to a post with a basic wage or salary which is lower than that of 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.

**All protection** under this agreement will end after the relevant period specified in Column 3 of Table 1.

18. Employees with an entitlement to protection of basic pay may at any time opt for the complete package of remuneration and conditions of service applicable to the new post. This option, once exercised, cannot be reversed.
19. If a member of staff is disadvantaged by a further organisational change during a period of protection, new protection will commence when the first period of protection has expired.
20. Staff who are on protected provisions and who subsequently move on their own volition to a new post will have their protection extinguished on commencement of the new post.

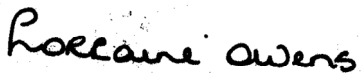
### **Enquiries**

21. Enquiries about the contents of this Circular should be directed to the Pay and Employment Unit of the Human Resources Directorate, Room D1.4, Castle Buildings, Upper Newtownards Road, Belfast, BT4 3SJ, telephone 028 9052 2832, email; [p&e@dhsspsni.gov.uk](mailto:p&e@dhsspsni.gov.uk) or Social Services Inspectorate, Room C3.24 Castle Buildings, telephone 028 9052 0703.
22. Employees should direct personal enquiries to their employer.

### **Further Copies**

23. Copies of this Circular can be obtained from the Department's extranet site at <http://extranet.dhsspsni.gov.uk>.

Yours sincerely



**LORRAINE OWENS (Mrs.)**  
**Acting Deputy Director**