

## PROTECTION OF PAY AND CONDITIONS OF SERVICE POLICY

		POLICY
Reference	HR/1010	
Approving Body	JSPF	
Date Approved		
For publication to external SFH website	Positive confirmation received from the approving body that the content does not risk the safety of patients or the public:	
	YES	NO
	x	
Issue Date	April 2026	
Version	7	
Summary of Changes from Previous Version	Policy in new template	
Supersedes	6	
Document Category	Human Resources	
Consultation Undertaken	JSPF	
Date of Completion of Equality Impact Assessment	April 2026	
Date of Environmental Impact Assessment (if applicable)	N/A	
Legal and/or Accreditation Implications	Employment Rights Act 1996	
Target Audience	All employees on Agenda for Change Terms and Conditions	
Review Date	February 2029	
Sponsor (Position)	Chief People Officer	
Author (Position & Name)	Associate Director of People (Operations)	
Lead Division/ Directorate	Corporate	
Lead Specialty/ Service/ Department	Human Resources	
Position of Person able to provide Further Guidance/Information	Associate Director of People (Operations)	
Associated Documents/ Information	Date Associated Documents/ Information was reviewed	
Change Policy	July 2023	
Redeployment Guidance	February 2020	
Pension Flexibility Guidance	November 2024	
Template control	June 2020	

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## 1.0 INTRODUCTION

The purpose of protection is to provide support upon organisational change to enable an employee to adjust to a lower level of earnings over a transitional period and to enable the Trust to retain key skills and experience.

This agreement will also apply to an employee, who by mutual agreement with management, is required to move to an alternative post as the result of industrial injury / disease which has been sustained / incurred during their employment at Sherwood Forest Hospitals NHS Foundation Trust.

This policy does not apply to colleagues, who due to a temporary organisational response to a major incident or a pandemic, are requested to work in a down-banded role.

This policy does not apply in the following situations:▪

- Where the downgrading is as a result of action under the organisation's disciplinary or capability procedures.
- ▪ Where the change to pay or terms and conditions is made at the request of the member of staff.
- ▪ Where a change of contract has been agreed on a temporary basis, i.e. acting up.
- ▪ Where the change results from the breakdown of a job share agreement. Where an employee voluntarily transfers to another role– Employee's moving to a post in a lower band at their own initiative shall enter the new band on the same pay point, if this is at a point where the pay bands overlap or at the maximum point of the band. Pay Protection will not apply

There are situations that may arise where specific pay protection arrangements apply and therefore it is not possible to reference all examples in this policy.

## 2.0 POLICY STATEMENT

In accordance with the aims and values of the Trust, this Policy seeks to ensure that any organisational change takes into account the well-being of our current employees. Pay protection is one way of ensuring this occurs.

## 3.0 DEFINITIONS/ ABBREVIATIONS

### THE TRUST

Means Sherwood Forest Hospitals NHS Foundation Trust

### ORGANISATIONAL CHANGE

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

### BASIC WAGE OR SALARY

Basic wage or salary is exclusively the weekly or monthly sum due in respect of basic hours worked by the individual concerned, within the standard working week as defined in the Agenda for Change conditions of service plus any responsibility or qualification allowance, or distinction award, reckoned on the day immediately preceding the first day of employment in the new post.

## EARNINGS IN THE NEW POST

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

## DOWNGRADING

Occurs when the new post, irrespective of its grade title, carries an hourly rate lower than that for the previous post or a salary scale with a maximum point lower than the maximum point for the previous post, or lower than that of the grade held in the previous post.

## ADDITIONAL PROTECTABLE EARNINGS

Additional protectable earnings shall be calculated by reference to the weekly or monthly average remuneration over 16 weeks preceding the first day of employment in the new post, or the implementation of the organisational change, including regular contracted overtime, bonus payments, special duty payments, and shift duty allowances and on call payments.

Where the level of such additional earnings have been substantially affected by sickness, or other authorised absences, a shorter period shall be used to assess the average, where this is agreed as being more representative.

## 4.0 ROLES AND RESPONSIBILITIES

The People Directorate is responsible for advising on the application of this Policy• Advise Line Managers and employees about the operation and implication of this policy, where appropriate seeking alternative roles to avoid the need for pay protection.

- Ensure Line Managers are updated on the contents of this policy and
- management best practice in relation to organisational change and
- protection of pay. Also ensure that the policy is available on the intranet.
- • Ensure the terms of any protection are confirmed to the employee in writing.

Line managers have an important role to play with key responsibilities for managers including:

- Ensure that Line Managers comply with this policy during any organisational change and seek advice where necessary from the People Directorate on the application of this policy.
- Consult with their employees and employee representatives (supported by a representative from the People Directorate) regarding any change within the work environment that may affect their terms and conditions of employment, in accordance with the Organisational Change Policy.
- Arrange and hold one to one consultation meetings with individual employees where they are potentially affected by organisational change.
- Ensure outcomes of all formal meetings are confirmed to the individual in writing. The exact terms of any protection will be confirmed in writing to the employee by the People Directorate.
- Advising employees to seek advice in relation to pension arrangements
- Where employees are to be redeployed, the manager, supported by the People Operations Team, will work with the employee to find suitable alternative employment.

- Through the appraisal process ensure that employees who have been downgraded are given reasonable opportunities to retain and/or develop the skills and knowledge to apply for posts at their former level when available.
- Notify Payroll when employee pay protection arrangements are put in place.

Employees. It is the responsibility of the employee to ensure that they:

- Comply with the policy, particularly in relation to accepting alternative employment or undertaking duties up to the level that they are receiving protection.
- Attend any consultation meetings or training as requested in line with redeployment opportunities or maximising opportunities for redeployment.
- To access and be aware of the policy content discussing any concerns with their Line Manager.
- Responsible for checking their pay and seeking advice on pension arrangements (where applicable)

## 5.0 APPROVAL

Joint Staff Partnership Forum

## 6.0 DOCUMENT REQUIREMENTS

### PROTECTED PERIOD

The protection period will be based on length of continuous service with Sherwood Forest Hospitals NHS Foundation Trust and its predecessor employer authorities / organisations (calculated in accordance with the terms and conditions of the Employment Rights Act 1996).

Eligibility for protection and the duration of the protection period shall be based on the employee's length of service at the date on which the organisational change occurs.

All employees with more than 4 months service shall be entitled to minimum protection, as detailed above, in the event of organisational changes, where downgrading occurs, as detailed in section 2 of this agreement.

The minimum protection period will include basic wage or salary protection (including where a reduction in hours has occurred) and including pay awards but not incremental rises) and additional protectable earnings as defined in Table 1.

Table 1

Where a reduction in an employee's basic wage has occurred, excluding where this is as a result of downgrading, the following protection will apply;

Continuous years of SFH service or its predecessor organisations as follows	Minimum Protection Period (months)
4 months to 1 year	1
1 to 2 years	2
2 to 3 years	3
3 to 4 years	4
4 to 5 years	5
5 plus years	6

In the event where an employee is required to move to a post where downgrading is involved, the employee will be in receipt of a Minimum Protection Period in accordance with Table 2.

Any payment for additional hours or overtime will be calculated at the appropriate rate for the new post.

Table 2

Where an employee is required to move to a post where downgrading is involved the following protection will apply;

Continuous years of SFH service or its predecessor organisations as follows	Minimum Protection Period (months)
4 months to 1 year	1
1 to 2 years	2
2 to 3 years	3
3 to 4 years	4
4 to 5 years	5
5 to 6 years	6
6 to 7 years	7
7 to 8 years	8
8 to 9 years	9
9 to 10 years	10
10 to 15 years	12
15 to 20 years	18
20 years +	24

If at any time during the protection period basic pay and earnings in the new post exceed protectable earnings, protection will be extinguished and basic pay and earnings for the new post will be paid.

Protection shall continue until either:-

- (i) The protection period expires or
- (ii) Basic pay and earnings the new post permanently exceed that of the old post or
- (iii) The individual moves on their own application to a new post.

Except as provided for above, at the end of the protection period, the employee will revert to the pay and conditions of the new post.

Individuals who are receiving pay protection whilst working in a lower banded role are required to consider applying for a more suitable post more in keeping with their protected conditions as and when such a suitable post becomes available. The Trust will endeavour to assist an employee to regain their former grading. However, should an employee initially or subsequently unreasonably refuse to apply for or to accept a post commensurate with their former grading, they shall forfeit rights to protection.

Employees required to move to a new post will acquire the conditions and terms of the new post.

Employees required to move to a new post are entitled to protection of the period of notice appropriate to the former post if this is in excess of the statutory minimum. This protection will be retained until they move to a new post, which attracts a notice period equal to or in excess of the notice period in the former post.

## APPEALS

If an employee considers they have suffered a detriment as a result of this process they need to raise their complaint through the Trusts Grievance Procedure.

## PENSION ARRANGEMENTS

NHS Pension Scheme members may apply to have their period of membership of the higher rate of pay treated as preserved membership, if this is more beneficial. The Divisional People Lead will ensure the employee is aware of potential effects of protection on their NHS Pension Scheme benefits and signpost to NHS Pensions for personal advice. Applications for preserved membership must be made in writing to the Pay Services Manager not later than one month after the protection arrangements end.

Staff are encouraged to view the Pension Flexibility Guidance and ensure they access appropriate advice as noted in the guidance.

More information is also available from the NHS Business Services Authority - Protection of Pay and Voluntary Protection of Pay document which you can access here: [NHS Pensions Factsheet \(V2\) 10/2016](#)

## PREVIOUS PROTECTION ARRANGEMENTS AND SUBSEQUENT CHANGES OF POST

Employees already receiving protection under earlier provisions shall continue to be protected under those previous until the protection expires. However, each subsequent change of post due to an organisational change covered by this agreement shall attract protection in its own right.

## OTHER POINTS TO NOTE

The Trust recognises the importance of **trial periods** as a part of redeployment, and whilst an employee is undertaking a trial period their pay remains on their previous band (See Organisational Change Policy for further details on Trial Periods). Whilst it may be necessary to pay some enhancement protection during the trial period, the protection period will not commence for the change of band or role until the Trial period has ended and the role becomes formalised.

It is appropriate for employees maintain their own ongoing **continual professional development** throughout the change and pay protection process in order that they will maximise opportunities for redeployment at their former substantive band either internal or external to the organisation.

If pay protection is in payment and an **employee moves on a voluntary basis** to a different role which is not part of an organisational change, any pay protection will cease from the date of change.

If pay protection is in payment and an employee reduces their hours in their current role, their pay protection would be recalculated accordingly.

If pay protection is in payment and an **employee increases their hours in their current role**, their existing pay protection calculated at the outset of their pay protection period will continue on the original hours protected and will continue to be paid for the duration of the pay protection period. The difference between the protected hours and the new contractual hours will be paid at the pay commensurate with their current role.

For the avoidance of doubt, as annual salaries increase, the pay protection will decrease by an equivalent amount, on a mark time basis, until the new earnings reach the level of the previous earnings or until the protection ends whichever is sooner.

If employees take an NHS Pension Flexible Retirement option from the Trust may have their continuous service dates impacted and reset to the day of return back to the workplace.

## 7.0 MONITORING COMPLIANCE AND EFFECTIVENESS

<b>Minimum Requirement to be Monitored</b>  (WHAT – element of compliance or effectiveness within the document will be monitored)	<b>Responsible Individual</b>  (WHO – is going to monitor this element)	<b>Process for Monitoring e.g. Audit</b>  (HOW – will this element be monitored (method used))	<b>Frequency of Monitoring</b>  (WHEN – will this element be monitored (frequency/ how often))	<b>Responsible Individual or Committee/ Group for Review of Results</b> (WHERE – Which individual/ committee or group will this be reported to, in what format (eg verbal, formal report etc) and by who)
There is an annual Payroll/HR audit undertaken by internal audit into payment made, including protection. There is also an annual HR Audit undertaken by the NHS Counter Fraud Service	Internal Audit	Audit	Annual	JSPF

## 8.0 TRAINING AND IMPLEMENTATION

Training has been provided to Managers and People Directorate colleagues on the application of this Policy along with a Trust wide bulletin article on the change made in this version to that of the previous one.

## 9.0 IMPACT ASSESSMENTS

- This document has been subject to an Equality Impact Assessment, see completed form at Appendix 1
- This document is not subject to an Environmental Impact Assessment

## **10.0 EVIDENCE BASE (Relevant Legislation/ National Guidance) AND RELATED SFHFT DOCUMENTS**

### **Evidence Base:**

- Employment Rights Act 1996

### **Related SFHFT Documents:**

- Change Policy

## **11.0 KEYWORDS**

Pay protection  
Workforce transformation  
Workforce Change

## **12.0 APPENDICES**

- Equality Impact Assessment

## Equality Impact Assessment (EIA) Form (Please complete all sections)

### EIA Form Stage One:

Name EIA Assessor: Jacqueline Read		Date of EIA completion: 27/4/26
Department: People Directorate		Division: Corporate
Name of service/policy/procedure being reviewed or created: Protection of Pay and Conditions of service policy		
Name of person responsible for service/policy/procedure: Associate Director of People (Operations)		
Brief summary of policy, procedure or service being assessed: Protection of Pay and Conditions of service policy		
Please state who this policy will affect: Staff		
Protected Characteristic	Considering data and supporting information, could protected characteristic groups' face negative impact, barriers, or discrimination? For example, are there any known health inequality or access issues to consider? (Yes or No)	Please describe what is contained within the policy or its implementation to address any inequalities or barriers to access including under representation at clinics, screening. Please also provide a brief summary of what data or supporting information was considered to measure/decipher any impact.
Race and Ethnicity	No	Age may be considered a negative barrier due to colleagues who may choose to take an NHS Pension Flexible Retirement Option within the Trust and continuous service dates effecting future Pay Protection.  Colleagues who take a Flexible Retirement option may have their continuous service dates reset to the date of return.
Sex	No	
Age	Yes	
Religion and Belief	No	
Disability	No	
Sexuality	No	
Pregnancy and Maternity	No	
Gender Reassignment	No	

<b>Marriage and Civil Partnership</b>	No	
<b>Socio-Economic Factors (i.e. living in a poorer neighbour hood / social deprivation)</b>	No	

If you have answered 'yes' to any of the above, please complete Stage 2 of the EIA on Page 3 and 4.

**What consultation with protected characteristic groups including patient groups have you carried out? This has been consulted through JSPF Sub group and JSPF**

**As far as you are aware are there any Human Rights issues be taken into account such as arising from surveys, questionnaires, comments, concerns, complaints or compliments? No**

**On the basis of the information/evidence/consideration so far, do you believe that the policy / practice / service / other will have a positive or negative adverse impact on equality? (delete as appropriate)**

Positive			Negative			
High	Medium	Low	Nil	Low	Medium	High

**If you identified positive impact, please outline the details here:**

<b>Protected Characteristic</b>	<b>Please explain, using examples of evidence and data, what the impact of the Policy, Procedure or Service/Clinical Guideline will be on the protected characteristic group.</b>	<b>Please outline any further actions to be taken to address and mitigate or remove any in barriers that have been identified.</b>
<b>Race and Ethnicity</b>	n/a	

<b>Gender</b>	n/a	
<b>Age</b>	<p>Age may be considered a negative barrier due to colleagues who may choose to take an NHS Pension Flexible Retirement Option within the Trust and continuous service dates effecting future Pay Protection.</p> <p>Colleagues who take a Flexible Retirement option may have their continuous service dates reset to the date of return.</p>	<p>Whilst there it is acknowledge there may be an impact. This will only impact some elements of Flexible Retirement options.</p> <p>Should a colleague be impacted by Protection within the future early communications will commence as part of the process to ensure colleagues are aware.</p> <p>Promotion on Flexible Retirement options and impact are outlined within Pension Flexibility Guidance Document which is available for colleague considering Flexible Retirement.</p>
<b>Religion</b>	n/a	
<b>Disability</b>	n/a	
<b>Sexuality</b>	n/a	
<b>Pregnancy and Maternity</b>	n/a	
<b>Gender Reassignment</b>	n/a	
<b>Marriage and Civil Partnership</b>	n/a	
<b>Socio-Economic Factors (i.e. living in a poorer neighbourhood / social deprivation)</b>	n/a	

**EIA Form Stage Two:**

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**Signature: J Read**

\*I can confirm I have read the Trust's Guidance document on Equality Impact Assessments prior to completing this form\*

**Date: 27/4/26**

**Please send the complete EIA form to the People EDI Team for review.**

**Please send the form to: [sfh-tr.edisupport@nhs.net](mailto:sfh-tr.edisupport@nhs.net)**