

PAY PROTECTION POLICY

June 2018

Authorship:	HR
Committee Approved:	Social Partnership Forum – 19 th June 2018 North Lincolnshire CCG Audit Committee- date tbc Rem com – ICB – 01/07/2022
Approved date:	19 th June 2018
Review Date:	4 years
Equality Impact Assessment	Completed
Sustainability Impact Assessment:	Completed
Target Audience:	All employees
Policy Reference No:	HR 06
Version Number:	1.1

The on-line version is the only version that is maintained. Any printed copies should, therefore, be viewed as 'uncontrolled' and as such may not necessarily contain the latest updates and amendments.

POLICY AMENDMENTS

Amendments to the Policy will be issued from time to time. A new amendment history will be issued with each change.

New Version Number	Issued by	Nature of Amendment	Approved by & Date	Date on Intranet
1	NL ICB	New Policy for ICB	Remuneration Committee Governing Body JTUPF	
1.1	NLICB	Purpose, Bribery Act,	SPF 19 th June 2018	
1.2	ICB	Updated to reflect ICB – Review dates remain unchanged	Rem com - 01/07/2022	

CONTENTS

1	Introduction	4
2	Engagement	4
3	Impact Analyses	
	3.1 Equality	4
	3.2 Sustainability	4
	3.3 Bribery Act 2010	4 – 5
4	Scope	5
5	Policy Purpose and Aims	5 – 6
6	Definitions <i>(if relevant & appropriate)</i>	6
7	Provisions	6 – 8
8	Roles / Responsibilities / Duties	8
9	Implementation	8
10	Appeal Process	9
11	Training and Awareness	9
12	Monitoring and Audit	9
13	Policy Review	9
14	References	9
15	Associated Documents	9
	Appendices	
Appendix 1	Protection of Pensionable Pay for member of the NHS Pension Scheme	10 – 11
Appendix 2	Equality Impact Assessment	12 – 18
Appendix 3	Sustainability Impact Assessment	19

1 INTRODUCTION

This policy provides a Pay Protection framework for the ICB.

1.1.1 The purpose of pay protection is to provide the employee with a period of time to prepare for a reduction of earnings or secure an alternative role at the previous salary during the protected pay period due to organisational change.

1.1.2 The ICB is committed to ensuring that all personal information is managed in accordance with current data protection legislation, professional codes of practice and records management and confidentiality guidance. More detailed information can be found in the ICBs Data Protection and Confidentiality and related policies and procedures.

2 ENGAGEMENT

2.1 This policy has been based on the NHS BSA Pay Protection Policy which has been approved following consultation with staff side representatives. It has been tailored for local use within North Lincolnshire ICB where all staff have been invited to engage with its development prior to approval and ratification through the local Joint Trade Union Partnership Forum (JTUPF).

3 IMPACT ANALYSES

3.1 Equality

The ICB recognises its responsibility to ensure that no-one is discriminated against, disadvantaged or given preference, through membership of any particular group, particularly including people with disabilities, people from different ethnic backgrounds or religions, or on the grounds of their gender, age, or sexual orientation. In response to the public sector equality duty workforce monitoring reports are produced and published.

All policies require an assessment for their impact on people with protected characteristics. This has been completed and a copy is included in appendix 2. The Equality Impact Assessment has identified that age may affect the impacts of this policy for those employees who are a member of the NHS Pension Scheme. Additional information is included in this policy to mitigate any negative impacts.

3.2 Sustainability

All ICB policies or procedural documents require a completed Sustainability Impact Assessment. The completed assessment for this policy can be found in appendix 3. No impacts were identified in relation to the policy and the appendices.

3.3 Bribery Act 2010

The Bribery Act 2010 makes it a criminal offence to bribe or be bribed by another person by offering or requesting a financial or other advantage as a reward or incentive to perform a relevant function or activity improperly performed.

The penalties for any breaches of the Act are potentially severe. There is no upper limit on the level of fines that can be imposed and an individual convicted of an offence can face a prison sentence of up to 10 years.

The Bribery Act applies to this policy.

4 SCOPE

- 4.1 This policy shall be applied to all new employees with Agenda for Change Terms and Conditions.

5 POLICY PURPOSE & AIMS

- 5.1 The aim of this policy is to ensure that the arrangements for pay protection are clear and applied appropriately and fairly to staff who may require protection of their pay at some point during their employment with the ICB due to organisational change.
- 5.2 The policy applies to all staff whom as a consequence of organisational change (as per the policy) is required to move to a lower graded post (downgrading) or suffers a reduction in basic hours worked within the standard working week.
- 5.3 This policy also provides a short-term protection provision, whereby staff experience a reduction in their total income, as a result of loss or reduction in additional earnings.
- 5.4 These arrangements apply to staff who hold a permanent or fixed term contracts of employment. This policy does not apply to temporary positions; bank contracts or where staff are redeployed as a result of disciplinary action, for capability reasons or due to health.
- 5.5 Pay Protection shall only be applied to an employee's substantive post.
- 5.6 The ICB will endeavour at all times to redeploy staff into new roles which match the levels of skills and responsibilities required in the previous pay band and to provide reasonable training to enable staff to fulfil new roles. It is recognised that it may not always be possible to successfully redeploy staff.
- 5.7 Whilst in receipt of Pay Protection the ICB will continue to seek redeployment for the member of staff into a post at the same banding as the original post. Protection of pay will cease if a member of staff unreasonably refuses subsequent offer(s) of another suitable alternative employment within the organisation, which attracts a basic salary or wage the same or in excess of that applying to the old post. Skills, qualifications and experience will be taken in to account when making offers of suitable alternative posts. If a staff member unreasonably refuses to accept such an offer, protection will cease with immediate effect. The employee will have the right to appeal, in accordance with Section 10 if they do not think the offer of an alternative post was reasonable. .

6 DEFINITIONS

- 6.1 Basic Salary or Wage

This is the weekly or monthly sum due in respect of basic hours worked by the member of staff concerned within the standard working week. It excludes any payments made in respect of acting up (or additional responsibilities), overtime, working outside normal hours payments, AfC recruitment and retention premia, standby or on call duty.

- 6.2 Downgrading

Where a new post, irrespective of its banding, carries an hourly rate lower than that for the

previous post. Furthermore, 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.

6.3 Marked Time

Pay and pay related conditions are frozen and remain unchanged by inflationary pay awards, incremental or other progression.

6.4

6.5 YHCS or CS

Yorkshire and Humber Commissioning Support

6.6 Organisational Change

Any NHS or management initiated change in the organisation of the healthcare provision or commissioning arrangements, including both structural and managerial alterations.

7 PROVISIONS

7.1 PROTECTION PROVISIONS

Where an employee is downgraded as a result of Organisational Change they may be eligible for Short Term Protection and/ or Long term Protection of their earnings.

In order to receive either category of Pay Protection the employee must have been employed continuously by the organisation, or it's predecessors, for 12 months.

7.1.1 Short Term Protection provides protection of an employee's additional earnings (i.e. other than basic salary) where employee's total income is reduced as a result of changes to their post, such as; hours, contractual overtime, additional duties that attract a payment, unsocial hours, on call, high cost area supplement etc. Short term pay protection does not include pay relating to additional hours, additional responsibilities, voluntary overtime.

A member of staff whom this agreement applies is entitled to have certain elements of their pay in their former post in accordance with the following table;

Length of time in receipt of the pay element	Period of Pay Protection
Less than 12 months	None
More than 1 year and less than 3 years	6 months
More than 3 years	12 months

Please note that travel and subsistence expenses are not included in the calculation of earnings for this purpose.

During the period of protection, the rates used when calculating earnings in the new post will be those applicable to the new post, for example any unsociable hours worked as a requirement of the new role, shall be paid at the same rate as the new role.

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, Pay Protection will not apply for that pay period only and earnings in the new post are paid in full for that particular pay period. The

period of the Pay Protection will not be extended.

7.1.2 Long Term Pay Protection provides protection of basic salary on a marked time basis. This applies where a member of staff is downgraded as a result of organisational change and will be implemented from the effective date of the change. The employee will be entitled to Long Term Protection for 18 months or until one of the following occurs;

- The employee accepts a suitable alternative post in which the normal basic wage or salary is equal to or exceeds the protected wage or salary; or
- The employee moves of his/her own accord to a position with a basic wage or salary which is equal to or lower than that of the existing post; or
- The employee retires or otherwise leaves the organisation.
- They unreasonably refuse the offer of a suitable alternative post, in the opinion of management (see section 10).
- The basic salary for the job is above the protected pay

The salary that will be protected will be the basic salary the employee was receiving immediately prior to the organisational change for all staff except those in receipt of annually earned increments as defined in Agenda For Change Terms and Conditions of Employment and the ICB's Objective Setting and Review Policy and Procedure. For staff in receipt of annually earned increments the level of protection applied will be the highest increment in their existing pay band that is not classed as 'annually earned'.

7.1.3 When calculating earnings in the new post, the rates used for calculating payments in respect of overtime, work outside normal hours and other additional duties shall be those applicable to the new post.

7.1.4 Upon the expiry of the time-scales outlined above, the salary/earnings of the member of staff concerned will revert to that of the new post.

7.1.5 Where an employee has accepted a post as suitable alternative employment which does not attract the AfC Recruitment & Retention premia their current post does, then Recruitment & Retention premia pay shall be protected to the last day of the 12 month period for which it was applied.

7.1.6 A Variation Form should be completed and submitted to payroll to notify payroll that Pay Protection should be applied.

7.2 PENSION ARRANGEMENTS

Under the provisions of the NHS Pensions Scheme, staff may apply to preserve their pension benefits, based on the previous level of pay, where, through no fault of their own are downgraded (subject to the relevant qualifying membership of the NHS Pensions Scheme). Should any individual require further Pensions Advice, please contact the NHS Pension Scheme Advisors directly or the Pension's Officer within the Payroll Team.

All such applications must be made within three months of the member going on to reduced pay, which the pensionable salary is to be reduced. Please see Appendix 1 or access the

following link for additional information:

[http://www.nhsbsa.nhs.uk/Documents/Pensions/SM_R9_App_members_\(V1\)_11.2011.pdf](http://www.nhsbsa.nhs.uk/Documents/Pensions/SM_R9_App_members_(V1)_11.2011.pdf)

It is advised that all ICB staff to whom this may apply seek their own advice on how their pension may be affected and seek clarity from the Pensions Agency on the protection available to them and any potential limits to this.

8 ROLES / RESPONSIBILITIES / DUTIES

8.1 Employees are responsible for the following;

- Initiating and completing where appropriate any paperwork in relation to protecting pension entitlements
- Accurate completion of paperwork in relation to this policy
- Checking their pay and reporting in apparent inaccuracies

8.2 Line Managers are responsible for the following;

- Applying this policy in a fair and consistent manner
- Accurate completion of paperwork in relation to this policy
- Seeking advice, where necessary, from the HR Team on the application of this policy

8.3 The Executive Management Team are responsible for the following;

- Ensuring this policy is applied in a fair and consistent manner
- Monitoring the application of this policy in conjunction with the HR Team
- Reviewing the continuous application of this policy and redeploying staff in receipt of protection where opportunities arise.

9 IMPLEMENTATION

9.1 All staff will be advised of the implementation of this policy and the latest version will be maintained on the ICB's intranet.

9.2 Breaches of this policy may be investigated and may result in the matter being treated as a disciplinary offence under the ICB's disciplinary procedure.

10 APPEAL PROCESS

Any grievances or appeals arising out of the operation of this policy may be raised in accordance with the ICB's Grievance Policy.

11 TRAINING & AWARENESS

11.1 A copy of the policy will be available on the ICB's website

11.2 Support and guidance on the application of this policy is available from the HR Team

12 MONITORING & AUDIT

12.1 The Pay Protection Policy shall be applied in a fair and consistent manner. The implementation and application of this policy will be monitored by the ICB

12.2 The policy and procedure will be reviewed and audited periodically by the HR team and reported to the senior leadership team. Where review is necessary due to legislative change, this will happen immediately.

13 POLICY REVIEW

This policy will be reviewed in 3 years. Earlier review may be required in response to exceptional circumstances, organisational change or relevant changes in legislation/guidance.

14 REFERENCES

Agenda for Change Terms and Conditions of Service handbook
Grievance Policy
Objective Setting and Review Policy and Procedure

15 ASSOCIATED DOCUMENTATION

North Lincolnshire ICB Change Management Policy
North Lincolnshire Redeployment Policy

Appendix 1

Protection of Pensionable Pay for member of the NHS Pension Scheme

There are two provisions under which a member can protect their pensionable pay.

Protection of pay through no fault of the member (both Sections of the Scheme).

Voluntary Protection of Pay (1995 Section only).

Protection of Pay (through no fault of the member)

If you have at least 2 years “qualifying service” and suffer a reduction in earnings through no fault of your own, you may apply to protect your pension benefits.

Examples of accepted reasons for protection of pay are:

- ⤴ A change in the nature of the duties performed for example due to ill health.
- ⤴ A move to a lower paid post because of pending or actual redundancy.
- ⤴ Being transferred to other employment with an employer.

We can consider protecting pension benefits when redundancy results in a member receiving a lower rate of pensionable pay within 12 months of redundancy. As pension benefits are automatically deferred after a break of 12 months, a member would not need to apply for protection if returning to NHS pensionable employment 12 months or more after being made redundant.

Where pay is to “mark-time” for a specified period, pensions can be protected at the beginning and the end of the mark-time period.

Voluntary Protection of Pay (VPP)

If you choose to step down to a less demanding role where your new or remaining duties are less demanding and carry less responsibility than your previous duties, you may be able to apply for voluntary pay protection.

VPP was introduced from 1 April 2008 to provide more flexibility in the 1995 Section of the Scheme. The provision supports the improving working lives (IWL) initiatives which exist in the NHS and recognises that in the run up to retirement a member may prefer, if possible, to remain in NHS employment, perhaps in a lesser capacity, whilst protecting their pension benefits.

This provision also allows an employer to maintain the valuable knowledge and skills of a member who may otherwise have left the NHS. Any “step down” will therefore be agreed between the employer and the member and the employer will have to provide NHS Pensions with information that the “step down” has been agreed. The provision is also intended for lasting, rather than trivial or short-term reductions in pay.

The provision is not intended for situations where a member leaves one employer and merely joins another on a reduced rate of pay.

The following criteria must be met:

- ⤴ You are a member of the 1995 Section of the Scheme
- ⤴ You have stepped down to a less demanding role where your new, or remaining duties are less demanding and carry less responsibility than your previous duties. This must be confirmed by your employer(s).
- ⤴ Your pensionable pay has reduced by at least 10 per cent for a period of at least one year, beginning with the first pay day on which the reduced pensionable pay was paid, as verified by

your employer(s).

- ⤴ Your pensionable pay has not been subject to any other reductions in the 12 month period before you stepped down, as verified by your employer(s).
- ⤴ You have applied after 12 months, but within 15 months, of your pensionable pay being reduced.
- ⤴ You have attained your normal minimum pension age. (Further information about minimum pension age can be found in the Scheme Guide).
- ⤴ You have attained at least 2 years qualifying membership within the NHS Pension Scheme at the time you step down.
- ⤴ You have not previously protected your pensionable pay under the Voluntarily Protected Pay provision.

How do I apply for Protection of Pay or Voluntary Protection of Pay?

If you have any queries on whether protection would apply, please initially refer to the Q&A. You should complete form SM R9 App and send it to your employer.

Your employer will forward all relevant information to NHS Pensions. If you have stepped down between employers, please send the form to the earlier employer. We will need to contact your current employer in order to verify that pay protection applies.

Your employer will communicate the decision to you. However it may take several weeks before you receive a response.

Time limits

Protection of Pay through no fault of the member – requests should be made within 3 months of going on to reduced pay.

Voluntary Protection of Pay – Requests should be made after 12 months, but within 15 months of the pensionable pay being reduced.

You do not need to apply if:

You are only reducing your hours and not your hourly rate of pay. This is because we always use the notional whole time equivalent pay when calculating retirement benefits. The reduced pay is due to Agenda for Change, as the employer will automatically request protection of pay for you.

If my application is accepted how will my pension be calculated?

If you have one period of protection when you retire, two pensions will be calculated. A pension based on your protected rate of pay* plus inflation increases for membership up to the date of protection and a second pension for membership after that date which will be calculated on your pay* at retirement.

If by retirement the protected pay plus inflation increases is not more beneficial to you, then the whole of your pension benefits will be calculated using your pay* at retirement.

*1995 Section - The best of the last three years of pensionable pay

*2008 Section - The reckonable pay, which is an average of the best three consecutive years pensionable pay in the last ten years.

Remember: In the 2008 section voluntary protection of pay does not apply.
SM R9 (V1) 11/2011 The Pensions Officer/Practice manager

INTEGRATED IMPACT ASSESSMENT

Policy/project/function/service	Pay Protection Policy	
Date of analysis:	7th December 2017	
Type of analysis completed	Quality	
	Equality	
	Sustainability	
What are the aims and intended effects of this policy/project or function?	This policy provides a Pay Protection framework the ICB	
Please list any other policies that are related to or referred to as part of this analysis	Agenda for Change Terms and Conditions of Service handbook Grievance Policy East Riding of Yorkshire PCT Retention, Redeployment and Redundancy Policy Hull PCT Redeployment Policy and Procedure North East Lincolnshire Redeployment Policy and Procedure North Yorkshire and York PCT Pay Protection Policy	
Who does the policy, project, function or service affect?	Employees	Yes
	Service users	No
	Members of the public	No
	Other (please list)	No

QUALITY IMPACT

	Please 'X' ONE for each			Brief description of potential impact	Mitigation strategy and monitoring arrangements	Risk 5 x 5 risk matrix)	
	Chance of Impact on Indicator					Likelihood	Consequence
	Positive Impact	No Impact	Negative Impact				
	X	X	X				

PATIENT SAFETY

Patient safety /adverse events		X					
Mortality position		X					
Infection control MRSA/CDIFF		X					
CQC status		X					
NHSLA / CNST		X					
Mandatory/statutory training		X					
Workforce (vacancy turnover absence)		X					
Safe environment		X					
Standard & suitability of equipment		X					
CLINICAL EFFECTIVENESS							
NICE Guidance and National Quality Standards, eg VTE, Stroke, Dementia		X					
Patient related outcome measures		X					
External accreditation e.g. professional bodies ie RCN		X					
CQUIN achievement		X					
PATIENT EXPERIENCE							
Will there be an impact on patient experience if so how		X					
Will it impact on carers if so how		X					
INEQUALITIES OF CARE							
Will it create / reduce variation in care provision?		X					
STAFF EXPERIENCE							
What is the impact on workforce capability care and skills?		X					

Will there be a change in working practice, if so, how?		X					
Will there be an impact on training		X					
TARGETS / PERFORMANCE							
Will it have an impact on performance, if so, how?		X					
Could it impact on the achievement of local, regional, national targets, if so, how?		X					

EQUALITY IMPACT

Analysis Rating (see completion notes)	Red		Red/Amber		Amber		Green	✓
Approved by:	Commissioner Lead:				GP lead for E&D:			
	Date				Date			

Local Profile Data

General	Total number of employees in the North Lincs ICB 65
Gender (Men and Women)	78% staff employed are female 22% staff employed are male
Race (All Racial Groups)	82% of staff employed in the ICB are White 5% of staff are Asian 13% staff have not stated or defined their ethnicity

Disability (Mental and Physical, Sensory Impairment, Autism, Mental Health Issues)	82% did not declare /undefined 18% of staff employed declared themselves as having no disability No staff declared a disability
Religion or Belief	11% of staff are Christian 89 % of staff are recorded as did not wish to respond/undefined
Sexual Orientation (Heterosexual, Homosexual and Bisexual)	11% of staff are Hetrosexual 89% of staff are recorded as did not wish to respond /undefined
Pregnancy and Maternity	No information yet as the ICB has not been established long enough to build meaningful data
Transgender	Ni information yet
Marital Status	61% of employees are married. 26% of staff reported that they were single 11% of employees are divorced 2% of employees are in a civil partnership
Age	5% of staff are under 30 72% of staff are aged 30-55 23% of staff are over 55
Equality Data	
Is any equality data available relating to the use or implementation of this policy, project or function?	Yes

List any consultation e.g. with employees, service users, Unions or members of the public that has taken place in the development or implementation of this policy, project or function.	Staff Consultation Social Partnership Forum Policy Group			
Promoting inclusivity; How does the project, service or function contribute to our aims of eliminating discrimination and promoting equality and diversity?	This Policy does not directly promote inclusivity, but provides a clear framework for pay protection. The advantage of a written policy is that it will help to ensure that the pay protection provisions are applied consistently across the organisation which helps towards promoting equality and diversity			
Equality Impact Risk Assessment test				
What impact will the implementation of this policy, project or function have on employees, service users or other people who share characteristics protected by <i>The Equality Act 2010</i> ?				
Protected Characteristic:	No Impact	Positive Impact	Negative Impact	Evidence of impact and if applicable justification where a <i>Genuine Determining Reason</i> exists
Gender (Men and Women)	X			The advantage of a written policy is that it will help to ensure that the pay protection provisions are applied consistently across the organisation. No detrimental impact on this group is identified in the policy It is important, however, that the application of the policies that could lead to the need to apply pay protection are applied so as not to deliberately or inadvertently cause a detrimental impact to any of the target groups.

Race (All Racial Groups)	X			<p>The advantage of a written policy is that it will help to ensure that the pay protection provisions are applied consistently across the organisation. No detrimental impact on this group is identified in the policy</p> <p>It is important, however, that the application of the policies that could lead to the need to apply pay protection are applied so as not to deliberately or inadvertently cause a detrimental impact to any of the target groups.</p>
Disability (Mental and Physical, Sensory Impairment, Autism, Mental Health Issues)	X			<p>The advantage of a written policy is that it will help to ensure that the pay protection provisions are applied consistently across the organisation. No detrimental impact on this group is identified in the policy</p> <p>It is important, however, that the application of the policies that could lead to the need to apply pay protection are applied so as not to deliberately or inadvertently cause a detrimental impact to any of the target groups.</p>
Religion or Belief	X			<p>The advantage of a written policy is that it will help to ensure that the pay protection provisions are applied consistently across the organisation. No detrimental impact on this group is identified in the policy</p> <p>It is important, however, that the application of the policies that could lead to the need to apply pay protection are applied so as not to deliberately or inadvertently cause a detrimental impact to any of the target groups.</p>

Sexual Orientation (Heterosexual, Homosexual and Bisexual)	X		<p>The advantage of a written policy is that it will help to ensure that the pay protection provisions are applied consistently across the organisation. No detrimental impact on this group is identified in the policy</p> <p>It is important, however, that the application of the policies that could lead to the need to apply pay protection are applied so as not to deliberately or inadvertently cause a detrimental impact to any of the target groups.</p>
Pregnancy and Maternity	X		<p>The advantage of a written policy is that it will help to ensure that the pay protection provisions are applied consistently across the organisation. No detrimental impact on this group is identified in the policy</p> <p>It is important, however, that the application of the policies that could lead to the need to apply pay protection are applied so as not to deliberately or inadvertently cause a detrimental impact to any of the target groups.</p>
Transgender	X		<p>The advantage of a written policy is that it will help to ensure that the pay protection provisions are applied consistently across the organisation. No detrimental impact on this group is identified in the policy</p> <p>It is important, however, that the application of the policies that could lead to the need to apply pay protection are applied so as not to deliberately or inadvertently cause a detrimental impact to any of the target groups.</p>

Marital Status	X			<p>The advantage of a written policy is that it will help to ensure that the pay protection provisions are applied consistently across the organisation. No detrimental impact on this group is identified in the policy</p> <p>It is important, however, that the application of the policies that could lead to the need to apply pay protection are applied so as not to deliberately or inadvertently cause a detrimental impact to any of the target groups.</p>
Age		X	X	<p>The policy (in terms of short term protection) might adversely affect younger staff who are likely to have less service but this can be objectively justified within the Equality Act.</p> <p>Final Pension allowances may be affected by changes in salary. Depending on Pension scheme and age the affects will differ. Negative impacts of changes can be mitigated by requesting protection of pension entitlements and policy includes a section on this. The VPP referred to in the policy would provide a positive impact on older employees.</p> <p>Depending on Pension scheme and age the affects will differ. Negative impacts of changes and be mitigated by requesting protection of pension entitlements and policy includes a section on this. The advantage of a written policy is that it will help to ensure that the pay protection provisions are applied consistently across the organisation. It is important, however, that the application of the policies that could lead to the need to apply pay protection are applied so as not to deliberately or inadvertently cause a detrimental impact to any of the target groups.</p>

Action Planning

As a result of performing this Equality Impact Analysis, what actions are proposed to remove or reduce any risks of adverse outcomes identified on employees, service users or other people who share characteristics protected by The Equality Act 2010?

Identified Risk:	Recommended Action:	Responsible Lead	Completion Date	Review Date
------------------	---------------------	------------------	-----------------	-------------

Impacts related to age- specifically in reference to pensions	Information is provided to mitigate any negative impacts and the policy specifies it is the employee's responsibility to complete required actions. This is due to Pension Agency requirements.	Employees	n/a	n/a

SUSTAINABILITY IMPACT

Staff preparing a Policy / Board Report / Committee Report / Service Plan / Project are required to complete a Sustainability Impact Assessment. Sustainability is one of the Trust's key Strategies and the Trust has made a corporate commitment to address the environmental effects of activities across Trust services. The purpose of this Sustainability Impact Assessment is to record any positive or negative impacts that this activity is likely to have on each of the Trust's Sustainability Themes.

	Positive Impact	Negative Impact	No Specific Impact	What will the impact be? If the impact is negative, how can it be mitigated? (action)
Reduce Carbon Emission from buildings by 12.5% by 2010-11 then 30% by 2020			X	
New builds and refurbishments over £2million (capital costs) comply with BREEAM Healthcare requirements.			X	
Reduce the risk of pollution and avoid any breaches in legislation.			X	
Goods and services are procured more sustainability.			X	
Reduce carbon emissions from road vehicles.			X	
Reduce water consumption by 25% by 2020.			X	

Ensure legal compliance with waste legislation.			X	
Reduce the amount of waste produced by 5% by 2010 and by 25% by 2020			X	
Increase the amount of waste being recycled to 40%.			X	
Sustainability training and communications for employees.			X	
Partnership working with local groups and organisations to support sustainable development.			X	
Financial aspects of sustainable development are considered in line with policy requirements and commitments.			X	

