

# **PAY PROTECTION POLICY SUPPORT STAFF**

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Signed by Trust/Committee Chair



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# Pay Protection Policy

## 1. Introduction

The Trust operates in an environment of constant change and needs to adapt and respond to secure the future for the organisation and its pupils. This will sometimes require structural changes which in turn can lead to times when these changes impact on employees' pay.

The aim of the Pay Protection Policy is to provide an initial period of protection during which an employee is able to adjust to a reduction in earnings.

## 2. Eligibility

This policy applies to all Support Staff within the Trust.

The Pay Protection Policy will normally apply:

- when an individual is redeployed to another post at a lower level within the
- when a post is downgraded through the process of restructuring or organisational change
- when a post is re-evaluated under Job evaluation because the duties, responsibilities or requirements of an existing post have changed substantially, or the role has been re-evaluated due to a Service or team restructuring.
- where a member of staff is redeployed to a lower level as a result of sickness capability

The Pay Protection Policy will **NOT** normally apply:

- to employees already in receipt of pay protection
- where a member of staff is redeployed to a lower level as a result of disciplinary action, capability, or at the employee's own request
- to holiday entitlements (should the new post carry a lower entitlement)
- to additional payments under the additional payments scheme
- to notice periods
- any other terms or conditions other than pay

The costs of protecting employees' pay as a result of these processes or changes should be taken into account in the business case for change.

## 3. General Guidelines

The pay protection will be for basic pay only. All other payments specific to the job such as standby payments will not be protected if there is no requirement to work these arrangements in the new post; staff will only be paid the allowances, payments and hours applicable in the new post.

The Trust's policy is that pay protection for a period of 2 years will be applied where a member of staff's basic salary would otherwise be reduced following redeployment on the grounds stated in section 2. A further 12 months protection will follow during which period the protected element of the salary will be reduced by 50%. At the end of this 12-month period, i.e. 3 years in total, the individual's salary will revert to the substantive one for the job.

Pay protection will be given up to a maximum of one level only. This in effect means that if an individual is in the middle of level 8 and they accept a level 6 post, they will be

protected to top of level 7 and at the end of the 3-year pay protection period the individual's salary will revert to the top of level 6.

Pay protection will be on a frozen basis and will not be subject to pay awards.

Pay Protection will cease before the end of the protected period when: -

- The employees' pay in the new job reaches or exceeds the level of pay protection
- The employee obtains a new job with the school which offers a salary equal to, or, exceeding the employee's protected salary
- The employee chooses to apply and is appointed to a post at a lower level than the protected pay

In the event that an employee obtains a new job which offers a higher salary than the job, which was accepted as **an alternative to redundancy**, but still lower than their protected salary, then the employee's salary will continue to be maintained at a level that ensures they do not suffer a detriment for the remainder of the pay protection period.

At the end of the period of Pay Protection, the employee's salary will reduce to the maximum scale point of the level for the new post.

All efforts should be made to ensure that where employees are offered alternative employment the level of the new post is as commensurate with their substantive post as possible. Therefore, where for example an employee is considered for 2 posts, the post which most closely matches their substantive level will be offered.

In these circumstances if a member of staff refuses to accept the higher-level post then the Trust reserves the right not to offer any pay protection.

#### **4. Employee's Obligations**

Under the terms of this policy, employees are expected:

- To make serious and conscientious efforts to secure appointment to any vacancy to which they are directed by the Trust
- To comply with the conditions of the Trust's Redundancy Policy and Procedure
- To cooperate with all reasonable measures designed to help the Trust reduce the cost of protected pay.

#### **5. Non Compliance**

In the event that an employee who is in receipt of Protected Pay does not comply with these obligations, pay protection may be withdrawn, and other appropriate sanctions may be considered.

#### **6. Employer's Obligations**

Under the terms of this policy, the employer will:

- support and assist the employee in securing employment at a salary level commensurate with their current grade wherever possible
- ensure that the salary level of any suitable alternative employment offered is as close a match as possible to the current grade
- ensure that pay protection in accordance with the conditions of this policy is offered to the individual

- continue to support and assist the employee in any ongoing search for alternative employment at a more commensurate salary level during the period of pay protection.

## **7. Pension Protection**

Staff in the Local Government Pension Scheme will be eligible for pension protection only in accordance with the Scheme's set provisions or any discretionary provisions adopted by the Trust and agreed for the individual.

## **8. Other Elements of Pay**

During the period of Protected Pay any entitlements to Sick Pay, Holiday Pay, Maternity and Adoption Pay will be paid at the protected salary rate, after which time the new/changed salary rate will apply.

All other terms and conditions of employment, in accordance with the employee's Contract of Employment remain unchanged.

## **9. Grievance**

In the event that any employee feels their terms of this Policy have been unfairly or incorrectly applied in relation to their circumstances, they have the right to submit an appeal under the Trust's Grievance Procedure.

### **Scope**

- This policy applies to all employees of the Trust
- The term 'employee' refers to any member of staff whether teaching or support staff employed to work by the Trust either within a School or the wider Trust
- In other educational establishments, it is for the relevant body to decide whether or not it is appropriate to adopt this policy  
Changes in Employment Law or Educational Legislation may form part of the policy.

### **Delegation**

- The term 'Headteacher' refers to Headteacher/Executive Headteacher/Principal or CEO