



# Pay Protection Policy – School Support Staff

---

Produced by Schools' HR

Tel: 0151 233 3901

[www.schoolimprovementlimited.co.uk](http://www.schoolimprovementlimited.co.uk)

---

**This policy has been consulted centrally and fully agreed by teaching trade unions. To change any aspect of this policy at a school level, the relevant body must consult appropriately with school teaching staff and their recognised trade union representatives.**

**Note:** In this document, any reference to the terms "Governor" or "Governing Body" shall be interpreted to also mean "Trustee" or "Board of Trustees," unless the context specifically indicates otherwise.

## DOCUMENT STATUS

Introduced to The Blue Coat School on 26.06.24

## **Contents:**

1	Purpose of the Pay Protection Policy	3
2	Quick review of the Pay Protection Policy	3
3	Scope	3
4	Pay protection arrangements	3

## **1. Purpose of the Pay Protection Policy**

1.1 The purpose of the Pay Protection Policy is to provide a defined period of pay protection following the implementation of a Grading Review, or the redeployment, or assignment to a lower graded post under the School's Staff Review Policy.

## **2. Quick Review of the Pay Protection Policy**

2.1 The Pay Protection Policy is designed to:

- Set out the pay protection arrangements for employees.
- Define pay protection levels.
- Detail what pay is protected.
- Detail what pay is not protected.

## **3. Scope**

3.1 This Pay Protection Policy applies to all support staff employees of the school excluding:

- Teachers, whose pay is determined by reference to the School Teachers Pay and Conditions' Document.
- Staff who have been transferred to school in accordance with TUPE regulations and who, therefore, retain different terms and conditions.
- Staff with less than 12 months' continuous service.

## **4. Pay Protection Arrangements**

4.1 Where an employee is redeployed or assigned to a lower graded post under the School's Staffing Review Policy, the employee's pay will be protected for a 24-month period from the date of redeployment or assignment on their current spinal column point.

4.2 At the end of the 24-month protection period, the employee's pay will be the top of the new grade to which they were appointed at the start of Pay Protection.

4.3 Pay Protection will apply to all contractual earnings. All contractual earnings are protected at their cash value at the point at which pay protection commences. There is no entitlement to incremental progression or national / local pay awards during the period of the protection. Contractual earnings include basic pay, enhancements to pay related to the contractual working week and contractual overtime. The calculation of pay protection will be made in respect of the 12-week period immediately preceding its commencement. Where an employee has been absent from work on the grounds of ill health, the calculation will be based on the 12-week period ending upon the date the absence commenced.

4.4 Overtime and enhancements payable in the new post will be payable at the scale point of the employee's new substantive grade and will not be payable at the protected rate.

4.5 In the event that an employee's grading level is further reduced during a period of protection, the existing level of protection will continue until the original expiry date. At that point any remaining 'balance' of the protection period relating to the latest reduction will then apply for the remainder of the period.

4.6 Pay protection will be limited to the most suitable post assigned or offered. Where an employee voluntarily takes a post that is graded lower than the post assigned or offered, or ends a secondment then protection will not apply.

### **Lump Sum Payment Option**

4.7 As an alternative to the month to month payment of pay protection the employee can choose to take-a one off lump sum payment. This payment will be calculated on the basis detailed above for a 90 week period, i.e. 90 weeks value of pay protection will be paid and this will be processed through the school's payroll, in respect of which normal deductions will be made.

4.8 Where an employee leaves the school and has previously been paid a lump sum payment in respect of pay protection. They may be required to repay the pro-rata amount beyond their leaving date.

### **Termination of Pay Protection**

4.9 Protection arrangements will terminate when:

- The date of expiry of the protection period is reached.
- The employee applies for and is appointed to a new post and protection is no longer necessary.
- The employee leaves the school.
- Application to Other Elements of Pay

4.10 During the period of protected pay the following other pay entitlements will be paid in accordance with the protected salary rate until the arrangements are terminated:

- Sick pay.
- Holiday pay.
- Maternity and adoption pay.
- Paternity pay.
- Special leave pay.

4.11 Once the pay protection arrangements cease, all entitlements will be paid in accordance with the new pay rate.

### **Payroll**

4.12 The School's payroll provider will make any adjustments based around pay protection.

4.13 It is an employee's responsibility to inform the school (by email or letter) if they believe they are being paid incorrectly at any time.