



Pay Protection Policy

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“Learning together; to be the best we can be”

1. Context

- 1.1. Protection should only be used as a last resort if re-deployment to the same grade of post cannot be achieved (either within the employing school or any other school/service of the Trust). Where employees are re-deployed outside the original employing school/service, the cost of protection is picked up by the original employing school/service.

2. Compensatory Arrangements

- 2.1. In the first instance contractual changes to jobs following service re-structures will be considered for a compensatory payment based on the statutory redundancy formula. The length of service considered for purposes of the calculation will reflect time doing the job or particular duty for which the loss has occurred which will not necessarily be the same as length of service with the Trust.
- 2.2. Where this is deemed not appropriate and an employee is re-deployed to a post at a lower pay band, employees will be afforded protection.

3. Protection Arrangements

- 3.1. The following arrangements apply where employees are deemed to be in need of protection:
 - 3.1.1. Affected employees will be limited to a maximum of 24 months protection on a frozen salary basis, within a maximum of eight spinal column points. If the employee changes job within the protection period and protection is still required the remaining period of protection will continue to be applied with the level of protection reduced accordingly.
 - 3.1.2. Employees on protection will not receive annual pay awards or any further incremental progression within the old grade and protection will cease where the Annual Pay Award or other contractual changes not requested by the school/service (e.g. increased hours) mean that the new salary exceeds the protected salary.

- 3.1.3. At the end of the period of protection employees will revert to the substantive grade for their post.
- 3.1.4. Conditions of receiving protection are that employees agree to move to any suitably identified posts at the protected grade or undertake temporary work commensurate with the grade as and when required during the period of protection.
- 3.1.5. Employees will continue to be eligible for redeployment for the duration of the protection period but also have a personal responsibility to actively seek suitable alternative employment at the former grade.
- 3.1.6. Employees refusing to move to a reasonable alternative offer of employment will have their protection removed.