



## Pay Protection Policy

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

# 1. Context

- 1.1. Pay protection should only be used as a last resort if redeployment to the same grade of post cannot be achieved (either within the employing school/team or any other school/team of the Trust). Where employees are re-deployed outside the original employing school/team, the cost of protection is picked up by the original employing school/team.
- 1.2. This Policy applies to all employees on Nexus MAT terms and conditions. Pay protection arrangements for employees who are subject to TUPE protections will be in line with their previous employment conditions. More information can be provided by the HR team.

# 2. Compensatory Arrangements

- 2.1. Contractual changes to jobs following service restructures 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. This process is only applicable to changes relating to reduction in contractual hours or weeks.
- 2.2. If an employee is redeployed to a post at a lower pay band, employees will be afforded pay protection.

# 3. Pay Protection Arrangements

- 3.1. The following arrangements apply where employees are deemed to be in need of pay protection, and are not on terms and conditions bound by Burgundy Book stipulations:
  - 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 pay protection period and pay protection is still required the remaining period of pay protection will continue to be applied with the level of pay 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 pay protection will cease where the Annual Pay Award or other contractual changes not requested by the school/team (e.g. increased hours) mean that the new salary exceeds the protected salary.
- 3.1.3. At the end of the period of pay protection, employees will revert to the substantive grade for their new post.
- 3.1.4. Conditions of receiving pay 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 pay protection.
- 3.1.5. Employees will continue to be eligible for redeployment for the duration of the pay 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 pay protection removed.