



Pay Protection Support Staff

Approved by: Board of Trustees

Last reviewed on: November 2024

Next review due by: As required

Policy Outline

Reviewing the Policy

Inspire Multi Academy Trust will keep the operation of this policy under review and will make such changes to the policy as deemed appropriate following consultation with the trade unions, where appropriate.

Summary of Changes

The 2023 Pay Protection policy has been reviewed and there were no significant changes made to this model policy.

Equality Impact Assessment

As with all policies that affect service users, the wider community or employees, Academy Trusts should undertake an analysis of the potential equality impacts and record that assessment.

Contacts for help and assistance

Please contact the Inspire Multi Academy Trust Central Team for help and assistance in applying the content of this policy.

Contents

- 1 **Purpose of the Policy**
- 2 **Aim of the Policy**
- 3 **Employee Health & Wellbeing**
- 4 **Scope**
- 5 **The Procedure**
- 6 **Exclusions**

Appendices

Appendix A: Examples of how Pay Protection is calculated

- 1.1 The purpose of this policy is to provide personal pay protection to NJC local government services employees who are facing a reduction in pay through the following circumstances:
- The post is downgraded, or the total remuneration of the post is reduced, through a restructure.
 - The employee accepts changes to terms and conditions of employment proposed by the employer.
 - The employee is at risk of their employment being terminated if they cannot secure an alternative position (i.e. on grounds redundancy or medical redeployment).
- 1.2 The Board of Trustees retains the right to determine on a case by case basis as to whether each set of circumstances would fall within the scope of this policy, and thereby whether pay protection would apply.
- 1.3 The Board of Trustees retain absolute discretion to apply the policy in other cases falling outside the defined circumstances.
- 1.4 The continued application of this policy will be reviewed at the discretion of the Board of Trustees which reserves the right to vary this policy from time to time.

2 Aim of the Policy

- 2.1 The aim of the policy is to temporarily lessen the impact of a reduction in earnings by providing a “cushion” for the employee, providing them with some time to consider their position and the options available to them.
- 2.2 Having a clear policy will also enable the Trust to properly take account of the costs of pay protection when preparing staffing proposals and reviews.

3 Employee Health & Wellbeing

- 3.1 Throughout our policies it sets out the measures which the Trust will take to support all employees in maintaining their health and wellbeing at work. The Trust will take measures to support all employees in maintaining their health and wellbeing at work whilst involved in matters relating to pay protection. We are committed to creating an environment that promotes good mental health and where staff can thrive and feel supported. However, we recognise that whilst involved in these matters it can be a difficult time for all staff involved.
- 3.2 Ultimately it is the Board of Trustees who are responsible for ensuring, so far as reasonably practicable, that the health and wellbeing of the affected employees is considered at all times and that the relevant officer(s) appointed to deal with pay protection matters are continuing to support our wellbeing strategy.
- 3.3 The Board of Trustees are also responsible for ensuring that the health and wellbeing of those officers handling pay protection matters feel supported throughout the process.

4 Scope

- 4.1 Protection arrangements will apply to all Inspire Multi Academy Trust support staff. This policy does not apply to those employed on teachers' or soulbury terms and conditions of service.
- 4.2 Where applicable, protection arrangements will apply from the first day of employment in the new post and will continue to apply for up to a maximum of twelve months', unless the protection arrangements are ended sooner, in the prescribed circumstances set out in paragraph 4.8.
- 4.3 The protection period will apply in cases where an employee's post is downgraded as a result of job redesign or restructuring and in cases where an employee, who is at risk of their employment being terminated if they cannot secure an alternative position (i.e. on grounds redundancy or medical redeployment), is redeployed to a suitable alternative post where their contractual earnings would be reduced. Each case will be subject to scrutiny and approval.
- 4.4 Employees whose pay is reduced owing to the end of a temporary arrangement will not be entitled to pay protection, such as:
- the end of an acting up period,
 - the end of a secondment,
 - the end of a market supplement
 - redeployment at the end of a fixed term/temporary contract

5 The Procedure

- 5.1 Employees will be appointed to the grade and other conditions of service which are attached to the new post. Employees will be assimilated onto the spinal column point of their new (lower) grade which is nearest to their previous spinal column point. This will produce a pay level.
- 5.2 The resultant pay level shall be the employee's new basic pay.
- 5.3 A protection element shall be calculated for every employee affected and this shall represent a cash frozen sum. The protection element means the sum of money that represents the difference (if any) between the employee's new basic pay and allowances, i.e. the employee's new total remuneration, and the employee's total remuneration as at the date immediately preceding the change. (See Appendix A, examples1&2).
- 5.4 In the event that a pay award is pending at the time of calculating the protection element, then this will be applied retrospectively to the employee's total remuneration at the date immediately preceding the change, and the protection element may be adjusted accordingly.
- 5.5 Total remuneration means:
- the value of the basic pay (the monetary value of the individual's spinal column point), at the date immediately prior to the change of grade, and/
 - The monetary value of allowances paid to the employee, at the date immediately prior to the change. This will include allowances or payments such as removal of an essential car user allowance, removal of standby payments etc.

- 5.6 In the event that the employee's pay and/or allowances are variable, then an average figure of the employee's previous three months' total remuneration will be used to calculate the protection element.
- 5.7 The protection element shall be paid to the employee by equal monthly instalments.
- 5.8 The protection arrangements shall cease to apply in the following circumstances:
- Should an employee become excluded from the protection arrangements upon the terms set out in Paragraph 5 below; or
 - On the first date following a period of twelve months', (i.e. the protection period), whichever is sooner.

For the avoidance of any doubt, any employee who becomes excluded from the protection arrangements shall cease to have a right to receive protection, i.e. the protection element.

- 5.9 Any change to pay and or allowances during the pay protection period will result in the pay protection element being recalculated. This may mean that the pay protection element will be reduced, increased or will cease.
- 5.10 If during the period of pay protection an employee faces a further reduction in pay through the circumstances set out in Section 1.1, then the pay protection amount will be recalculated as follows:
- Pay will continue to be protected on the original monetary amount for the agreed maximum 12-month period from the initial change.
 - On the expiry of this pay protection period, the pay protection will be reduced to the difference between the first reduction in pay and the further reduction in pay. This will be paid for the remainder of the period, up to a maximum of twelve months from the 1st calendar day of the month that the further reduction in pay occurred.
 - Any increases in pay or allowances during this period will also be incorporated. (See Appendix A, example 4).

6 Exclusions

- 6.1 The protection arrangements shall cease to apply to the employee, should one of the following events arise during their employment with the Trust:
- (i) Where an employee is redeployed to a lower graded post or a post with lower earnings potential when compared to the post that they previously held as the result of having been subject to a disciplinary sanction or capability process in accordance with the relevant procedures.
 - (ii) An employee is appointed to a higher graded post, when compared to the post that they previously held, in respect of which protection arrangements applied and the new rate of pay is equal to or greater than the Total Remuneration as defined above. (See Appendix A, example 5).
 - (iii) Where, in the opinion of the Headteacher, Lead Headteacher or Chief Executive Headteacher, in consultation with the HR, an employee unreasonably refuses to be redeployed to a higher graded post for which they

have the necessary skills, or it is assessed that they could acquire such skills within a reasonable period of time, or

- (iv) Where, in the opinion of the Headteacher, Lead Headteacher or Chief Executive Headteacher, in consultation with HR, an employee unreasonably refuses an opportunity for job enrichment.

Examples of how Pay Protection is calculated:

Example 1:	Monetary Value	Total Monetary Value	Difference / protection element	Protection Period
Job A ends 30 November 2022	Salary £30,000 & Allowances £3,000	£33,000	£7,000	1 December 2022 to 30 November 2023
Job B starts 1 December 2022	Salary £25,000 & Allowances £1,000	£26,000		

Example 2:	Monetary Value	Total Monetary Value	Difference / protection element	Protection Period
Job A ends 17 July 2022	Salary £15,000 & Allowances £2,000	£17,000	£1,000	18 July 2022 to 17 July 2023
Job B starts 18 July 2022	Salary £16,000 & Allowances £0	£16,000		

Example 3:	Monetary Value	Total Monetary Value	Difference / protection element	Protection Period
Job A ends 31 Dec 2021	Salary £45,000 & Allowances £0	£45,000	£5,000	1 January 2022 to 31 May 2022
Job B starts 1 Jan 2022	Salary £40,000 & Allowances £0	£40,000		
Job C starts 1 June 2022	Salary £42,000 & Allowances £0	£42,000	£3,000	1 June 2022 to 31 December 2022

Example 4:	Monetary Value	Total Monetary Value	Difference / protection element	Protection Period
Job A ends 31 Dec 2021	Salary £15,000 & Allowances £3,000	£18,000	£3,000	1 January 2022 to 31 May 2022
Job B starts 1 Jan 2022	Salary £14,000 & Allowances £1,000	£15,000		
Job C starts 1 June 2022	Salary £11,000 & Allowances £1,000	£12,000	£6,000	1 June 2022 to 31 December 2022
			£3,000	1 January 2022 to 31 May 2023

Example 5:	Monetary Value	Total Monetary Value	Difference / protection element	Protection Period
Job A ends 31 Dec 2021	£25,000 & Allowances £3,000	£28,000	£3,000	1 January 2022 to 31 May 2022
Job B starts 1 Jan 2022	Salary £25,000 & Allowances £0	£25,000		
Job C starts 1 June 2022	Salary £28,000 & Allowances £0	£28,000	£0	Protection Element is removed.