



Holy Trinity CE Primary School and Nursery

Salary Protection Policy (for School Based Teaching Employees)

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1. SCOPE

- 1.1 This salary protection policy applies to all school based employees where redeployment arises as an alternative to redundancy.

2. POLICY STATEMENT

- 2.1 Salary protection in accordance with this policy will be applied to teachers in accordance with the provisions as set out in the relevant School Teachers Pay and Conditions Document (STPCD) and as highlighted in 3 below.
- 2.2 Salary protection will be applied to support staff in accordance with the salary protection arrangements provided for Local Authority based Green Book staff and as highlighted in 4 below.
- 2.3 Salary protection for support staff as set out in this policy will apply to an employee whose post becomes redundant and who is redeployed to a post at a lower grade within a school or between schools OR an employee who is subject to reorganisation leading to a reduction in the substantive grade of their post within the school.
- 2.4 Salary protection will not be applied in circumstances where employees are redeployed on medical/disability grounds or as a result of formal action taken in respect of the Disciplinary, Capability or Fairness and Dignity at Work Policy and Procedure.
- 2.5 In applying this policy, a key principle will be that no employee should have an increase in income as a result of the application of salary protection.

3. TEACHING STAFF

3.1 Redeployment between schools

- 3.1.1 The STPCD provides for 'general safeguarding' (pay protection) where a teacher loses their post as a result of:
- (a) the discontinuance of a school; or
 - (b) a prescribed alteration to, or the reorganisation of a school.
- 3.1.2 This general safeguarding applies where a teacher takes up a new post with the same authority, or at a school maintained by the same authority, including a new post in a different school.
- 3.1.3 General safeguarding applies where the teacher's pay in the new post is lower than the old post. The safeguarded sum(s) are calculated on the basis of the difference between the pay (including any allowances) that the teacher was on before he/she lost his/her post and the value of the revised pay (again including allowances) in the new post. As these safeguarded sums are cash protected they are not increased in line with annual pay increases.
- 3.1.4 Safeguarding for teachers is applied on a mandatory basis, for a fixed term period not exceeding three years in accordance with the safeguarding rules incorporated into the STPCD current at the time.

3.1.5 Payment of general safeguarded sum(s) will cease at the earliest of the following in accordance with the STPCD:

- the third anniversary of the date on which the teacher starts work in the new post;
- the teacher moves to a different pay scale or pay spine, except in the case of a move from the main pay scale to the upper pay scale, or where school restructuring causes a member of the leadership group or an Advanced Skills Teacher to be moved to a different pay scale;
- the teacher moves to a higher point on their pay scale or pay spine resulting in an increase in salary equalling or exceeding the value of the safeguarded sum(s), in which case payment of the relevant sum(s) must cease;
- the teacher leaves the school, except in the case where general safeguarding applies;
- where the teacher is receiving more than a total of £500 of safeguarding, if the teacher unreasonably refuses to carry out any additional duties that are appropriate and commensurate with the safeguarded allowance and that are assigned to them for the duration of the safeguarding period.

3.2 Redeployment within schools

3.2.1 The STPCD also provides for safeguarding where the governing body determines, as a result of a change to its pay policy or to the school's staffing structure, to:

- (a) reduce the number of members of the leadership group;
- (b) end the designation of one or more advanced skills teachers' posts;
- (c) end the designation of one or more excellent skills teachers' posts;

3.2.2 Payment of such safeguarded sums will cease in accordance with provisions set out in the School Teachers' Pay and Conditions Document (STPCD).

4. SUPPORT STAFF

4.1 For all school based employees within the purview of the Green Book terms and conditions of service, salary protection will be limited to a maximum of two Dorset Grades.

4.2 When salary protection is applied, an employee will have their substantive pay frozen (cash protected) at their current rate of pay i.e. with no pay award increases or incremental progression, from the actual date of redeployment to a new post (excluding any trial period which falls within the notice period).

4.3 The protection will continue at that level for a period of 18 months or until the frozen salary is equal to or overtaken by the maximum spinal column point of the new grade, whichever is the sooner. Thereafter salary will be the maximum spinal column point of the new grade.

4.4 Should a second period of grade salary protection become necessary during the original grade protection period, the original period will continue to the end at which point the new protection arrangements will apply for the remainder of the second protection period.

- 4.5 Salary protection can be applied either to grade and/or allowances /enhancements (see paragraphs below).
- 4.6 If an employee in receipt of salary protection successfully applies for a promotion post within another school or the Local Authority following redeployment, then the provisions of the school's/ Local Authority's Recruitment and Selection Policy will apply.
- 4.7 This means that appointment will normally be to the minimum point of the new grade or the next SCP within the grade which is above the personally protected SCP, whichever is the higher. If the maximum SCP of the new grade is lower than the protected salary, ongoing salary protection will continue until the end of the original 18 month protection period. Please see the example below:-

Salary prior to redundancy	Grade 8 SCP 27
Redeployment to substantive post	Grade 6 SCP 20
Frozen salary protection	SCP 27
Successful application for promotion	Grade 7 SCP 23

Frozen salary protection at SCP 27 applies until the end of the original 18 month period after which SCP 23 (with pay awards etc) will apply.

- 4.8 If an employee in receipt of salary protection later decides to apply for a post at the same grade or a lower grade than their substantive post, if appointed, entitlement to salary protection will cease with effect from the start date in the new post.
- 4.9 If an employee is employed on a part time or part year basis, salary protection upon redeployment to an alternative post will be limited to the original contractual salary based on the original hours worked. Overtime, additional contracted hours and temporary additional hours will be paid at the substantive rate for the new post.
- 4.10 Subject to paragraph 2.5 above, other payments, unrelated to grade, could also be provided with protection for a 12 month period (up to 100%) based on payments made in the previous 12 month period. This will be referred to as allowance/enhancement protection. It will be agreed only in cases where **all** of the following apply:
- Where there is a complete cessation of the activity which attracted the allowance /enhancement as a result of redeployment into an alternative post due to redundancy or where an employee is subject to reorganisation; and
 - Where such payments formed a regular part of an employee's take home pay due to there being a requirement to perform a certain duty as an ongoing part of their role; and
 - Where the activity or duty was not undertaken on a purely voluntary basis; and

- Where such payments equate to 10% or more of the employee's basic contractual pay.

5. DORSET TRAVEL SCHEME

- 5.1 The Dorset travel scheme allows for payment of an excess travel allowance to staff who have a permanent change to their centre of duty, for various reasons, including redeployment as an alternative to redundancy. The allowance continues for a period of up to 4 years and is payable where the costs incurred by the employee exceed a pre-determined level.

6. FUNDING OF SALARY PROTECTION AND EXCESS TRAVEL COSTS

- 6.1 Salary protection costs as a result of redeployment between schools as an alternative to redundancy will be met by the schools' contingency fund on the following basis:

Teaching Staff

Year 1: 100% of costs funded from the schools' contingency budget;
 Year 2: 100% of costs funded from the schools' contingency budget;
 Year 3: 50% of costs funded from the schools' contingency budget and 50% from the school's budget (receiving school's budget in cases of redeployment between schools).

Support Staff

18 month salary protection period: 100% of costs funded from the schools' contingency budget.

- 6.2 Salary protection costs arising as a result of redeployment within a school as an alternative to redundancy will be met by the school.
- 6.3 Excess travel costs as a result of redeployment between schools as an alternative to redundancy will be met by the schools' contingency fund on the following basis:

Year 1: 100% of costs funded from the schools' contingency budget;
 Year 2: 100% of costs funded from the schools' contingency budget;
 Year 3: 50% of costs funded from the schools' contingency budget and 50% from the receiving school's budget;
 Year 4: 100% of costs funded from the receiving school's budget.

APPENDIX A - RESPONSIBILITIES

1. Governing Body

- 1.1 There is a legal obligation on all governing bodies to consider redeployment opportunities for members of staff whose posts are at risk of redundancy or who are no longer able to remain in their substantive post for some other reason.

- 1.2 Where Governing Body members are involved in interviewing staff there is a requirement for them to consider interviewing a redeployee who meets the minimum requirements for a vacant post and to consider members of staff on the redeployment register prior to advertising any vacancies.

2 Head teachers

- 2.1 Head teachers have a responsibility to ensure that all relevant staff are aware of the redeployment policy and procedure and that the HR Officer is alerted when redeployment support is required.
- 2.2 Where redeployees meet the minimum requirements for a vacant post, there is a requirement for head teachers to consider interviewing the member of staff. Head teachers will also give serious consideration to considering members of staff on the redeployment register prior to advertising any vacancies.
- 2.3 Head teachers also have a responsibility to provide reasonable paid time off work for employees to visit other schools and attend selection interviews, as well as provide written references promptly to other schools on behalf of members of staff who are being considered for alternative employment.

3 Employees

- 3.1 Members of staff who are seeking redeployment will be required to support the principles of this policy and be prepared to take a positive approach to the process and in considering alternative employment proposals.

4 Local Authority

- 4.1 The Local Authority will work closely with the head teacher and Governing Body to encourage and support schools to take a collaborative approach to the redeployment of staff.
- 4.2 The Local Authority will also be responsible for monitoring the number and progress of redeployment cases, providing support to Head teachers and members of staff on a case by case basis and making final decisions, as delegated, on what is deemed to be suitable alternative employment and the level of financial package due to schools in some circumstances.