



## Support Staff Pay Policy

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<b>Name of Policy Writer</b>	J Kendall
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### 1. Introduction

- 1.1 The Board of Trustees of Together Learning Trust have adopted the policy set out in this document to provide a clear framework for the exercise of its powers and discretions in relation to all support staff employed in the MAT.
- 1.2 Together Learning Trust is committed to taking all relevant decisions in accordance with the principles of public life as listed in Department for Education guidance (namely objectivity, openness and accountability) and believes that this pay policy will help to recruit, retain and motivate employees, will provide the basis for sound financial and personnel planning and will minimise the risk of grievance and discrimination.
- 1.3 Together Learning Trust through the mechanisms outlined in this policy aims to ensure that all decisions taken on pay and remuneration are justifiable and fair.
- 1.4 Decisions relating to support staff's pay progression will at all times be made and evidenced with specific reference to achievement against performance objectives and assessment of overall performance by the appraising manager as required and set out by the MATs appraisal policy. Quality assurance processes fundamentally sit within the Appraisal Policy before any pay decisions related to performance are made.
- 1.5 With reference to all posts, appraisal reviews will be deemed to be successful unless significant concerns about the standards of performance have been raised and in writing with the employee during the annual appraisal cycle and, by the conclusion of that process, have not been successfully addressed through support provided by the academy.
- 1.6 The evidence used will be that available through the appraisal process only. Fairness will be assured by annual monitoring of the application of both the appraisal and pay policy and pay decisions will be moderated as outlined in the appraisal policy to ensure consistency.
- 1.7 All pay determinations will be quality assured in a systematic manner and annual pay progression reports at academy level will be provided to Local Governing Bodies for information and to the Board as required.
- 1.8 All arrangements in relation to pay determination will comply fully with data protection requirements.

## **2. Purpose and scope**

- 2.1 The policy aims to ensure fair and robust pay structures and will cover all employees who are on NJC pay scales or who are classed as support members of staff.
- 2.2 Together Learning Trust will ensure compliance at all times with the following relevant legislation:
  - The Equality Act 2010
  - The Employment Act 2008
  - The Employment Act 2002
  - The Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002
  - The Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 • The Employment Relations Act 1999
  - The Employment Rights Act 1996.

## **3. Roles and Responsibilities in Setting Pay Structures**

- 3.1 The MAT Board of Trustees has responsibility for approving annual revisions to the pay policy and any revisions to pay and conditions for all support staff employed by the MAT.
- 3.2 The CEO, CFO and the Trust's HR Manager has responsibility for determining pay bands for all support staff posts within the MAT. For determination of pay bands for the CFO and Trust HR Manager, this needs to be done by the CEO and 2 Trustees (who have expertise in financial/pay matters).
- 3.3 An appeals committee has responsibility for hearing formal appeals when pay increments have not been awarded. Committee representation will not include any employee involved in the original pay decision and will be made in line with the scheme of delegation, facilitated by the Trust's HR Manager.

#### **4. Band Determination and Probationary Periods**

- 4.1 Together Learning Trust adheres to the NJC pay scales for support staff (see appendix one). Each job description must reflect different levels of responsibility, skills and competencies taking into account as much as is practical, including variances within each academy. The pay band will normally remain unchanged unless a substantial change in the duties and responsibilities attached to the post take place.
- 4.2 The starting point of a newly appointed employee will be at the minimum of the advertised range, with incremental progression within the range specified in the job description and advertisement. However, the Head (or the CEO if Central Services appointment) has the discretion to appoint a new employee on a higher point than the bottom of the range, but this must only be the case in exceptional circumstances and advice should be sought from the Trust's HR Manager in all cases to ensure parity across the MAT.
- 4.3 Movement within the pay band will be on an incremental basis until the top of the band is reached, subject to point 5.2 below.
- 4.4 All support staff, other than those appointed to fixed term positions of short duration, will normally be subject to a probationary period of six months. Reviews will take place at week eight, week sixteen and by the sixth month. The length of the probationary period may be extended as required and in consultation with the Trust's HR Director. Support Staff who are promoted within the MAT will not be subject to a new probationary period if they have previously successfully completed one.

#### **5. Incremental awards**

- 5.1 All support staff employed by Together Learning Trust can expect to receive regular, constructive feedback on their performance and in line with teaching staff, are subject to annual appraisal that recognises their strengths and good practice.
- 5.2 Unless the employee is at the top of their band, an incremental award will be made based upon the successful outcome to the appraisal review.
- 5.3 Employees will not receive an incremental increase if they are subject to capability procedures or if they fail to demonstrate satisfactory performance, they will be notified in writing accordingly. The incremental increase will only be reinstated from the time that their Line Manager considers their performance has risen to a satisfactory level.
- 5.4 Incremental increases will be backdated to 1<sup>st</sup> September after the appraisal process has been completed during the Autumn Term.

- 5.5 All staff who are not on the top of their pay grade/scale will be entitled to an incremental increase each September, provided they have completed a minimum of 6 months service (probation period) Any starters who have not completed 6 months service will not receive an increment the following September (see 5.6 below)
- 5.6 If an employee commences employment or is promoted to a higher post after 1<sup>st</sup> March, the first opportunity for an incremental pay increase will be in the September of the second academic year. i.e., someone starting in March 2022, will not be entitled to an incremental increase until September 2023.
- 5.7 Accelerated incremental progression based on exceptional performance can also be awarded in exceptional circumstances at the Head's discretion, advice should be sought from the Trust's HR manger in all cases to ensure parity across the MAT.
- 5.8 The Board of Trustees will at all times ensure that appropriate funding is allocated for incremental awards at all levels.
- 5.9 All employees will be notified in writing if a "due" incremental award is not made due to an unsuccessful appraisal. Advice should be sought from the Trust's HR Director.
- 5.10 If an employee is dissatisfied with the withholding of a pay increment, they should, without delay, seek to resolve this by informal discussion with their appraiser. Any discussion of this nature must be documented by the appraiser and communicated to the individual employee concerned as well as the Headteacher who may seek advice from the central team.
- 5.11 Where the employee continues to be dissatisfied, they may follow the formal appeal procedure at the point they have been notified in writing of the outcome of the informal meeting.

## **6. Formal appeals procedure**

- 6.1 Formal appeals against pay determinations can only proceed once the initial recommendation has been ratified and the employee has been notified of the outcome in writing. Other than in extenuating circumstances, no formal appeal should be presented without informal discussion of the recommendation having previously taken place as outlined above

In submitting a formal appeal, the appellant should specify that they believe the decision to deny them an incremental award was unreasonable because of one of the following reasons and this must be clearly expressed in their appeal:

- represented an incorrect application of this pay policy;
  - failed to have proper regard for statutory guidance;
  - failed to take proper account of relevant evidence;
  - took account of irrelevant or inaccurate evidence;
  - unlawfully discriminated against the employee or;
  - was biased in some other way.
- 6.2 The employee should set down in writing the reason(s) for questioning the pay decision (which must be one or more of the grounds specified above) and send their appeal to the PA to the CEO within ten working days of receipt of formal notification.
- 6.3 The Trust's HR Director will make arrangements for the formal appeal hearing, convening appropriate committee members in line with the scheme of delegation and will notify the appellant in writing. This will normally take place within ten working days of receipt of the written appeal notification.

- 6.4 For any formal hearing the employee is entitled to be accompanied by a work colleague or union representative. Each step and action of this process must be taken without unreasonable delay. The timing and location of any formal meeting must be reasonable. The appeal hearing must allow both parties to explain their cases.
- 6.5 The decision of the appeals committee will be given in writing and, where the appeal is rejected, will include a note of the evidence considered and the reasons for the decision.
- 6.6 The decision of the appeals committee is final and there is no recourse to the grievance procedure.
- 6.7 Appeal decisions do not affect employee's statutory employment rights.

## **7. Working Hours and Payment Dates**

- 7.1 Standard Working hours for full time support staff roles are 37 hours per week.
- 7.2 Term time only weeks are 38 per annum. Some posts require additional days/weeks to be worked, which will be included in the contract of employment.
- 7.3 Term time only staff have a pro rata annual leave entitlement included within the pay calculation, as set out in the contract of employment (see appendix 2). The statutory entitlement to annual leave coincides with periods of school closures and is, therefore, considered to be taken during term time.
- 7.4 All staff are paid on the 15<sup>th</sup> of the month, this payment relates to the whole of the month.
- 7.5 Pay for support staff is annualised and paid in equal twelfths.
- 7.6 Additional hours (overtime), will be paid in the month following the completion of the work (if a claim has been received in time for payroll (usually the end of the month))

## **8. Working Additional Hours**

- 8.1 Additional hours (overtime) must be agreed in advance with your line manager and requires senior manager approval to ensure it is within agreed budget provisions. Agreed overtime will either be paid at your normal rate of pay, which will be enhanced to include holiday pay, or can be claimed as time of in lieu (subject to the requirements of the school).
- 8.2 Additional hours, whether they are to be paid or claimed back as time off in lieu, must be claimed on additional hours claim form on a monthly basis which is countersigned by the line manager.
- 8.3 Time off in lieu must be used within the academic year it is granted and cannot be carried forward.
- 8.4 Approving Lieu time for term time members of staff should be kept to a minimum, as taking time off during term time can affect the organisation of the school.
- 8.5 Overtime that has not been agreed in advance by your line manager may not be eligible for payment or time off in lieu.

## **9. Honoraria/Acting Up Allowances**

- 9.1 Employees may receive an honorarium payment if they perform additional duties (including acting up) which are outside the scope of their current job and where the additional duties and responsibilities

involved are above the level of their current job. The amount of payment will reflect the proportion of graded duties for that job and the period of time this is undertaken.

- 9.2 This may be paid as a lump sum payment or a monthly payment which reflects the difference between the employee's contractual salary and the agreed payment for the post they are covering.
- 9.3 This payment is at the discretion of the headteacher/CEO. For employees who have acting up responsibilities included in their job description, they will not receive any additional payment until they have carried out the additional duties for 4 weeks.
- 9.4 Employees will not qualify for an honorarium payment if they have an increase in the volume of their work or carry out duties at the same or at a lower level.
- 9.5 The Academy will confirm in writing to the employee the period for which the honorarium/acting up payment will apply and will give details of the additional duties for which the payment is being made. An honorarium is time limited, usually three to six months.

## **10. Pay Protection**

- 10.1 Protected pay is to ensure that where restructure or redeployment has a financial impact upon an employee, the affected staff member have a period of time to assess their financial situation and secure alternative employment if required.
- 10.2 Where an employee is redeployed to a lower band as result of a staffing restructure, the following will apply in most circumstances: -
- Pay will be protected only in a situation where an employee moves to a comparable post and there is "loss of earnings"
  - Pay protection will be for a period of twelve months
  - Where pay protection is applicable (i.e., where there is a loss of earnings) but hours worked in the new post are a reduction on the previous post, pay will be protected against the pay point of the previous post in accordance with the hours worked in the new post.

Cost of living increases will not be applied to protected pay

## **11. Salary sacrifice schemes**

- 11.1 Together Learning Trust operates a number of salary sacrifice schemes, e.g., cycle to work, childcare benefits. Gross salary is reduced accordingly in line with the relevant schemes.

## **12 Holiday Pay**

- 12.1 The holiday year at Together Learning Trust starts on 1st September
- 12.2 Holiday entitlement for all year-round employees, including public holidays, is calculated in proportion to the employee's annual working hours. For starters and leavers, holiday entitlement is calculated on the basis of completed calendar months of service.
- 12.3 All employees working term time, have their holidays, including public holidays incorporated into their pay.

## **13 Breaks**

- 13.1 Support staff do not have a right to a paid break in the school day.

13.2 All staff should have a minimum 20 minute unpaid break in a continuous 6 hour period.

#### 14. Pay on Leaving the Role

14.1 All year-round employees, who have not taken the full holiday entitlement due, can either take the equivalent days owed as part of the period of notice or, at the discretion of the headteacher, be paid the equivalent amount.

14.2 Term time staff who leave **without** completing a full year will have an equalisation calculation applied to their final pay. This calculation compares the actual days worked (any unpaid days taken during this period are deducted from the actual days worked) and the actual annualised salary, the employee will be paid any difference between these two amounts, which can be either an addition or deduction from the final pay.

#### 15. Miscellaneous

15.1 Together Learning Trust recognises loyalty and commitment of its employees and as such, upon completion of twenty-five years' service with the Trust, employees will be awarded a gift voucher of two hundred and fifty pounds.

15.2 As per the employment contract, if an employee has received an overpayment in error the Trust reserves the right to amend the future pay of the employee to retrieve the overpayment. The time period for recouping this overpayment is to be agreed with the employee but cannot go over a 12month period.

15.3 Apprentices are paid at the national rate of pay depending upon age and length of apprenticeship. Please seek advice from HR/payroll as required.

#### 16. Other Policies

16.1 This policy is supported by the Trust's Appraisal Policy and the Cycle to Work Policy.

16.2 Employee's monthly pay can change subject to personal circumstances, therefore this policy has recourse to the Attendance Management Policy and Leave of Absence Policy.

#### Appendix 1: Support Staff Salary Ranges

Kirklees Grades	Calderdale Scales	Trust Banding	Spine Point NJC	April 2022 NJC rates		
				Annual Salary £	Monthly Salary £	Hourly Rate £
Grade 2	Scale 1	A	1	£20,258	£1,688.17	£10.5003
Grade 2	Scale 1	A	2	£20,441	£1,703.42	£10.5951
Grade 3	Scale 2	B	3	£20,812	£1,734.33	£10.7874
Grade 4	Scale 2	C	4	£21,189	£1,765.75	£10.9828
Grade 4/5	Scale 3	C	5	£21,575	£1,797.92	£11.1829
Grade 5	Scale 3	C	6	£21,968	£1,830.67	£11.3866
Grade 6	Scale 4	D	7	£22,369	£1,864.08	£11.5944
Grade 6	Scale 4	D	8	£22,777	£1,898.08	£11.8059

Grade 6	Scale 4	D	9	£23,194	£1,932.83	£12.0221
Grade 6	Scale 4	D	10	£23,620	£1,968.33	£12.2429
Grade 6	Scale 4	D	11	£24,054	£2,004.50	£12.4678
Grade 7	Scale 5	E	12	£24,496	£2,041.33	£12.6969
Grade 7	Scale 5	E	13	£24,948	£2,079.00	£12.9312
Grade 7	Scale 5	E	14	£25,409	£2,117.42	£13.1702
Grade 7	Scale 5	E	15	£25,878	£2,156.50	£13.4133
Grade 7	Scale 5	F	16	£26,357	£2,196.42	£13.6615
Grade 7	Scale 5	F	17	£26,845	£2,237.08	£13.9145
Grade 8	Scale 6	F	18	£27,344	£2,278.67	£14.1731
Grade 8	Scale 6	F	19	£27,852	£2,321.00	£14.4364
Grade 8	Scale 6	G	20	£28,371	£2,364.25	£14.7054
Grade 8	Scale 6	G	21	£28,900	£2,408.33	£14.9796
Grade 8	Scale 6	G	22	£29,439	£2,453.25	£15.2590
Grade 9	SO1	G	23	£30,151	£2,512.58	£15.6281
Grade 9	SO1	G	24	£31,099	£2,591.58	£16.1194
Grade 9	SO1	H	25	£32,020	£2,668.33	£16.5968
Grade 9	SO2	H	26	£32,909	£2,742.42	£17.0576
Grade 10	SO2	H	27	£33,820	£2,818.33	£17.5298
Grade 10	SO2	H	28	£34,723	£2,893.58	£17.9979
Grade 10	PO1	I	29	£35,411	£2,950.92	£18.3545
Grade 10	PO2	I	30	£36,298	£3,024.83	£18.8142
Grade 11	PO3	I	31	£37,261	£3,105.08	£19.3134
Grade 11	PO4	I	32	£38,296	£3,191.33	£19.8498
Grade 11	PO5	I	33	£39,493	£3,291.08	£20.4703
Grade 12	PO6	J	34	£40,478	£3,373.17	£20.9808
Grade 12	PO7	J	35	£41,496	£3,458.00	£21.5085
Grade 12	PO8	J	36	£42,503	£3,541.92	£22.0304
Grade 13	PO9	J	37	£43,516	£3,626.33	£22.5555
Grade 13	PO10	K	38	£44,539	£3,711.58	£23.0857
Grade 13	PO11	K	39	£45,495	£3,791.25	£23.5813
Grade 14	PO12	K	40	£46,549	£3,879.08	£24.1276
Grade 14	PO13	K	41	£47,573	£3,964.42	£24.6583
Grade 14	PO14	K	42	£48,587	£4,048.92	£25.1839
Grade 15	PO15	L	43	£49,590	£4,132.50	£25.7038
Grade 15	PO16	L	44	£50,608	£4,217.33	£26.2315
Grade 15	PO17	L	45	£51,627	£4,302.25	£26.7596
Grade 16	PO18	L	46	£52,662	£4,388.50	£27.2961
Grade 16	PO19	L	47	£53,704	£4,475.33	£27.8362

## Appendix 2: Calculation of Term Time Holiday Entitlement

Working weeks	Description	Pro rata Holidays	Weeks paid
38	t.t.o.	5.7	43.9
38.2	t.t + 1 day	5.7	44.1
38.4	t.t + 2 days	5.8	44.4
38.6	t.t + 3 days	5.8	44.6



38.8	t.t + 4 days	5.8	44.8
39	t.t + 1 week	5.8	45.1
40	t.t + 2 week	6.0	46.2
41	t.t + 3 week	6.1	47.4
42	t.t + 4 week	6.3	48.5
43	t.t + 5 week	6.4	49.7

**Note:** for holiday entitlement not included in this table please contact the Trust HR Director.