



## Policy on pay protection

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### 1. Introduction

- 1.1. One of the basic principles of the University’s reward strategy is to ensure that all staff receive equal pay for work of equal value. It contradicts equal pay principles to have different protection arrangements for each staff category or to have indefinite or very extended periods of protection which could lead to pay inequities.
- 1.2. There may be times when the grade for an individual’s role is lower than that on which they were previously employed, for reasons unrelated to their personal performance. In such cases the protection arrangements outlined below will apply in accordance with the Framework Agreement.
- 1.3. The grading of roles will be confirmed by role analysis.
- 1.4. Section 5 details the pay protection arrangements.

### 2. Circumstances when pay protection arrangements will apply

- 2.1. Implementation of role analysis - where role analysis confirms that the rate of pay of a member of staff on the former pay and grading structure is higher than the top increment (below any discretionary increment) of the grade for their role in the new structure (i.e. red circled roles).
- 2.2. Organisational change - where, as a result of organisational change leading to restructuring, a member of staff is required to accept a post that is assessed by role analysis to be of a lower grade, for reasons unrelated to their personal performance.<sup>1</sup>

<sup>1</sup> In developing job descriptions during a restructuring exercise, account will be taken of the existing grades of staff members. This paragraph applies in accordance with salary progression arrangements outlined in the Framework Agreement.

### **3. Circumstances when pay protection arrangements will not apply**

- 3.1. Personal choice - where a member of staff chooses to apply for a post at a lower grade.
- 3.2. Ill-health - where after appropriate support and following advice from Occupational Health a member of staff is unable, for reasons of ill health, to continue in their previous role and is offered and accepts a lower graded role that is within their capabilities.
- 3.3. Conduct or capability issues - where, following formal procedures to address issues of conduct or capability, the member of staff is offered and accepts a role that is rated at a lower grade e.g. as an alternative to dismissal.

### **4. General principles**

- 4.1. Where protection of pay is implemented, a personal development plan (PDP) will be offered to either (i) develop the responsibilities of the role, or (ii) develop the member of staff to enable redeployment.
- 4.2. Members of staff who receive pay protection must accept a suitable alternative post on their previous substantive grade unless they can show that they have a reasonable case to refuse it. A preferential interview will be offered if there is a match (under the same terms as the Redeployment Framework). Where a post and/or preferential interview is offered and refused without satisfactory reason, the individual's salary will move to the top increment (below any discretionary increments) of the grade for their role as evaluated by role analysis.
- 4.3. Where possible and practicable, those on pay protection who are considering suitable alternative employment within the University will be given the opportunity to spend time in a new post as a trial period (under the same terms as the Redeployment Framework).
- 4.4. Staff on salary protection may be required to undertake duties which were a previous requirement of the post.
- 4.5. During the period of protection staff will be expected to undertake duties commensurate with the higher grade, even where such duties in isolation may not warrant regrading.
- 4.6. In the case of Support staff who are protected under the former pay protection arrangements, or staff who are salary protected, the details described in this policy will apply with effect from 1<sup>st</sup> August 2005.
- 4.7. In the case of academic and related staff who are protected under the former pay protection arrangements, or staff who are salary protected, the details in this policy will apply with effect from 1<sup>st</sup> December 2006, following the implementation of role analysis.
- 4.8. Each case will be looked at on an individual basis to assess the stage that has been reached under the former arrangements. Where the end date of the protection on the former arrangements is earlier than that under the new arrangements, the earlier end date will apply.

## **5. Protection arrangements**

- 5.1. Protection of salary is on a “frozen increment” basis (see Section 8).
- 5.2. Pay will be protected from the date at which the grade change becomes effective. The PDP period will be up to three years and will be extended by a further year unless there is a joint agreement between HR and the relevant trade union to end the arrangements at the end of the three year period (e.g. where the member of staff has shown little or no progress with personal development). The protection arrangements will apply for the duration of the PDP period. The University in discussion with the relevant trade union reserves the right to vary this in exceptional circumstances e.g. where a member of staff is very close to retirement.
- 5.3. Staff who move on to protection arrangements as a result of the implementation of role analysis will be protected on their assimilated salary.
- 5.4. Staff who move on to protection arrangements as a result of organisational change will be protected at the spine point that applied on the date that the grade change becomes effective.
- 5.5. If at the end of the protection period the role has not developed sufficiently to warrant regrading, the salary will reduce to the top increment (below the discretionary increments) of the resultant grade, unless a discretionary increment against the lower grade has been awarded during the protection period.

## **6. Personal development plan (PDP)**

- 6.1. A Personal Development Plan (PDP) is a set of personal objectives and targets aimed at either:
  - developing the role and the member of staff to the benefit and in the interests of the Faculty and School/Service; or
  - developing the member of staff to their full potential to allow them the opportunity to apply for alternative roles elsewhere in the University. During the PDP period all reasonable efforts will be made to assist the member of staff to develop.
- 6.2. The post of a member of staff on a protection arrangement will be assessed by the Head of School/Service and the Faculty HR Manager to determine whether it is appropriate, and in the management interest, to develop the role further. This may include identifying new duties and responsibilities to enhance the role from elsewhere in the Faculty or School/Service. The PDP will be developed around these.
- 6.3. If it is not to the benefit, or in the interest, of the School/ Service to develop the role further, the PDP will focus on the career aspirations of the individual with a view to seeking a role elsewhere in the University.
- 6.4. The Head of School/Service will identify an appropriate person to work with the member of staff and Faculty HR Manager to develop a realistic PDP. Support and advice can be sought from the Faculty HR Manager, SDDU or a trade union representative (for members).
- 6.5. The PDP process is outlined below:

- 6.5.1. There will be an initial meeting to agree the PDP followed by a review at regular intervals (normally every three months).
- 6.5.2. Following a review, the role holder or a line manager may request a re-evaluation of the role to assess whether a higher grade has been attained. The form of the evaluation will be in accordance with the grading review procedure applicable for the relevant staff group.
- 6.5.3. If not already requested, a role evaluation will be undertaken after two years six months and before the end of three years to assess whether a higher grade has been attained. The pay protection arrangements will then be reviewed.
- 6.5.4. If at any time during the protected period the role is assessed as being at the protected grade, the protection arrangements will end and the member of staff will move to the point that they would have reached had the frozen increments protection not been in place.
- 6.5.5. There is no guarantee that a member of staff will move to a higher grade, but a PDP will allow opportunities which might otherwise not have been available.

## **7. Pension arrangements**

- 7.1. Where a member of staff suffers a permanent reduction in their pensionable remuneration which is not attributable to their own act or request, they should contact the Pensions department as soon as possible to establish the implications for their pension benefits.

## **8. Definitions**

### **8.1. "Frozen Increment" Protection**

- The member of staff will remain on the spine point they were on at the time the protection came into force, with no further incremental progression. During the protected period the rate of pay will be increased in line with annual pay awards.

### **8.2. Basic Wage/Salary/Hourly Rate**

- The weekly or monthly gross sum in respect of basic hours worked by the member of staff within the standard working week for that category of staff. (Includes all contracted allowances and contracted overtime, but does not include non-contractual allowances, temporary payments or non-contractual overtime).