



Scalby Learning Trust

Trust Policy

Academy Pay Policy

Approver: Trust Board
Review Cycle: Annual

Revision History			
Date	Version	Short Description of Changes	Approved by:
Oct 2020	V1.0	Updated policy adopted.	
Dec 2020	V1.1	TLR 2.3 corrected Feedback from Unions incorporated	Trust board

This Policy Applies To:

Secondary Schools
Primary Schools
Centralised Trust Employees
Agency Staff & Contractors
Trustees & Governors

	Contents	Page
1.	Purpose	
2.	General arrangements Authority to make pay decisions Designation of staff <i>Teaching staff</i> <i>Support staff</i> Effect of TUPE Confidentiality and record keeping Pay arrangements Pay statements Continuous service Relationship with the school staffing structure Salary adjustments <i>Teaching staff</i> <i>Support staff</i> Cost of living rises Salary safeguarding and pay protection Pensionable pay Appeals	
3.	Salary scales Support staff Teaching staff <i>Leadership group</i> <i>Leading practitioner pay range</i> <i>Main pay range</i> <i>Upper pay range</i> <i>Unqualified teacher range</i> Supply teachers Salary on first commencement with the Trust <i>Teaching staff</i> <i>Support staff</i>	
4.	Pay progression Performance points/increments Service criteria for pay progression <i>Teaching staff</i> <i>Support staff</i> Attendance criteria [for support staff] Additional performance points Threshold applications	
5.	Allowances and additional payments Teaching staff allowances <i>Teaching and Learning Responsibility payments (TLRs)</i> <i>SEN</i> <i>Other</i> Support staff allowances Additional hours/overtime	
6.	Main terms and conditions Notice periods <i>Teaching staff</i> <i>Support staff</i> Annual leave <i>Teaching staff</i> <i>Support staff</i>	

	Term-time working Part-time teachers Redundancy Pay Sick pay scheme Parental leave scheme Salary sacrifice	
	Appendix 1 – Continuous service table Appendix 2 – Pay protection scheme Appendix 3 – Pensionable pay Appendix 4 – Support staff pay and grading structure Appendix 5 – Leadership pay spine Appendix 6 – Leading practitioner pay spine Appendix 7 – Appeals process flowchart Appendix 8 – Guidance on the impact of absence on incremental progression Appendix 9 – Trust Collective Agreement for teaching staff effective 1 September 2020 Appendix 10 – Trust Collective agreement for staff in support roles effective 1 September 2020.	

1. Purpose

- 1.1 This pay policy sets out the principles and arrangements Scalby Learning Trust will use to determine the pay of its employees.
- 1.2 It covers the period September 2020 to September 2021.
- 1.3 The pay policy will:
- Reflect the aims and objectives of the Trust’s improvement priorities
 - Aim to recruit, retain, motivate and reward employees considering the staffing structure of the Trust and affordability
 - Be consistent with the principles of objectivity, openness and accountability
 - Achieve compliance with current equality legislation
 - Provide an appeals process for staff who are dissatisfied with decisions made relating to their pay and grading
- 1.4 The Trust recognises its obligations to undertake consultation and negotiation with the Trust’s recognised trade unions and professional associations before implementing any changes to existing policies, procedures, pay, terms and conditions.
- 1.5 Negotiation is required when changes to contractual terms, conditions and pay are being considered and the agreements reached will be recorded in a signed collective agreement (see Appendix 9).
- 1.6 Consultation will be undertaken both with the Trust’s recognised Trade Unions and their HR provider when the Trust is considering changes to its non-contractual policies and procedures. This will be meaningful with a view to reaching agreement.

2. General arrangements

Authority to make pay decisions

- 2.1 The authority to take pay decisions is detailed within the Trust's Scheme of Delegation. A copy of this document can be located on the [trust web-site](#).

Designation of staff

- 2.2 The pay arrangements and terms and conditions which apply to any post will be determined by the duties and responsibilities of that particular role. All roles will be designated as either being **teaching** or **support**.
- 2.3 Where employees have multiple contracts of employment within the Trust, the designation, pay and grading of each will be determined separately.

Teaching Staff

- 2.4 The Trust will apply the School Teachers' Pay and Conditions Document (STPCD) and the Conditions of Service for School Teachers in England and Wales (the 'Burgundy Book') to all existing and new teaching staff with the following exceptions which have been agreed through the Trust's collective bargaining processes and are included in the Trust Collective Agreement (Appendix 9):
- From 1 September 2020 the Trust recognises the teaching service from other Local Authority Schools or Trusts for Occupational Maternity pay, Occupational Sick Pay and Occupational Adoption Pay.
- 2.5 Copies of these documents can be accessed via the [DFE web-site](#) and [trust web-site](#).
- 2.6 The Trust may use the available flexibilities to offer terms more favourable than those in the STPCD if this is necessary to recruit and/or retain suitably qualified and experienced staff.

Support Staff

- 2.7 Employees in support roles will have applied to them the pay and grading structure and the terms and conditions contained within the National Joint Council for Local Government Services National Agreement on Pay and Conditions of Service (the 'Green Book') and relevant collective agreements attached at Appendix/ices 10. The Green Book can be accessed at info@localgov.uk and a copy of the Trust's collective agreement is included (Appendix 10) and can be accessed on [trust web-site](#).
- 2.8 Employees in support roles who have transferred to the Trust under TUPE from a Local Authority, will have applied to them the pay and grading structure and the terms and conditions contained within the National Joint Council for Local Government Services National Agreement on Pay and Conditions of Service (the 'Green Book') and the relevant collective agreement of their previous Local Authority employer, which was in existence at the date of their transfer. The Trust will consider applying amendments made to these agreements subsequent to the transfer date[s] on a case by case basis though the principle of applying the pay and grading structure and the terms and conditions within the Green Book will always be applied. The relevant collective agreements are attached at Appendix/ices 10. The Green Book can be accessed at info@localgov.uk and a copy of the Trust's collective agreement is included (Appendix 10) and can be accessed on [trust web-site](#)

Effect of TUPE

- 2.9 In the event that other schools join the Trust, the employment of their staff may be governed by later versions of national agreements and applicable collective agreements detailed above. The transfer of terms and conditions with such staff will be subject to the prevailing TUPE

regulations in place at the point of transfer. Any such agreements will be included in this Pay Policy.

Confidentiality and record keeping

- 2.10 Pay decisions made by the Trust Remuneration Committee and Local Governing Bodies will be recorded in meeting minutes and, where pay decisions are specific to individual employees, these will be restricted to those authorised to view them.
- 2.11 The Trust will ensure that pay recommendations and decisions are kept confidential and any reports from the Pay Remuneration Committee to the Trust Board or Local Governing Bodies will be in summary form. The only exception to this will be where the Trust is required to publish information to meet its statutory financial reporting requirements.
- 2.12 The Trust will ensure that employees are notified in writing of any pay decision no later than one month after the decision is made. Records of pay decision and any appeals will be retained on the employee's personal file.

Pay arrangements

- 2.13 Staff are paid at monthly intervals on the last banking day at the end of the month that has been worked. Pay is one twelfth of the annual gross salary less deductions including NI, tax and pension contributions.
- 2.14 Staff employed on part-time contracts will be paid on a pro-rata basis to equivalent full-time posts unless specific provisions apply to the contrary.
- 2.15 Pay for term-time only employees will be calculated to include their entitlements to leave. Please see paragraph 6.9 for further information regarding term-time only arrangements.
- 2.16 Underpayments will be paid as soon as possible following their identification. In the event that an overpayment is made, the Trust will make the appropriate deductions from the employee's salary until the overpayment has been repaid, notwithstanding any legislation or case law in respect of overpayment of salaries. No deduction will be made until the employee has been notified of the overpayment. Attempts will be made to agree a reasonable repayment schedule with the employee.

Pay statements

- 2.17 Teachers and support staff will be provided with a written pay statement following their annual salary review. This will be issued within one month of the pay decision.
- 2.18 The pay statement will include the following information:
- The salary range or grade the employee is paid on
 - The point on that range or grade the employee is paid on
 - In the case of those employed on the leadership group or as a leading practitioner, the range of salary points to which they have been appointed
 - Any additional payment or allowance paid to the employee and the end date of these if applicable
 - The reason or responsibility for which any additional payment or allowances have been paid to the employee
 - Where relevant, any safeguarding or pay protection arrangements that apply including the end date of these arrangements.

Continuous service

- 2.19 The Trust will recognise previous continuous service in line with the Burgundy Book for teachers as detailed in Appendix 1. Agreement has been reached that previous continuous service with Academies will be recognised as teaching service for the calculation of occupational payments.
- 2.20 The Trust will recognise previous continuous service in line with the Green Book for support staff as detailed in Appendix 1.

Relationship with the school staffing structure

- 2.21 The staffing structure of each school is available from the Headteacher.
- 2.22 Changes to the staffing structure within each school and the Trust may be required from time to time. Any changes will be made in line with the Trust's scheme of delegation.
- 2.23 Staff and the recognised trade union representatives will be consulted about any proposals to change the staffing structure when possible and in all cases where this has a potentially detrimental impact on any existing member of staff.

Salary adjustments

- 2.24 Any pay deductions will be made in the month following the event which necessitated the deduction e.g. following a period of unpaid leave. The exception to this will be when the employee is leaving employment with the Trust when the deduction will be made from the final salary if possible. Employees will be notified in writing prior to a deduction being made.
- 2.25 Additional payments, for example, overtime and additional hours, will be paid in the month following the month in which the work was undertaken, subject to claims being submitted in a timely manner and appropriate written authorisation being provided. There will be a limit of six months placed on claims for additional hours payments from the time the hours were worked so the claim can be accurately verified.

Teachers

- 2.26 Where it is necessary to make a deduction from a teachers' salary this will be done on the basis of a daily rate of $\frac{1}{365}$ th of a year for each day or period of absence. The following formula will be used for the calculation of salary deductions for teaching staff.

(hourly rate x hours taken off) x by 0.53 (195/365) = amount to be deducted

- 2.27 Part-time teachers who work additional hours or days will be paid on the same basis as supply teachers based on their substantive salary point including any TLRs.

Support staff

- 2.28 Where it is necessary to make a deduction from the salary of a support member of staff, this will be done on the basis of their hourly rate for each hour of the period of absence.
- 2.29 Additional payments will be paid on the basis of their hourly rate for each additional hour worked. On termination of employment, any payments made in lieu of outstanding leave and notice will be paid on the basis of the monthly salary divided by the calendar days in that month.

Cost of living rises

- 2.30 The level and application of pay rates will reflect STPCD increases for teaching staff and apply to the maxima and minima of all points on the scale the Trust utilises. These rises will be determined by the Trust Board in consultation with the recognised professional associations and trade unions.
- 2.31 The level and application of pay rates will reflect NJC increases to spinal column points for support staff.
- 2.32 Inflationary rises will be applied to support staff salaries with effect from 1 April and to teaching staff salaries with effect from 1 September. Payments will be backdated to these dates where the decision regarding their application is delayed.

Salary safeguarding & pay protection

- 2.33 For teaching staff, the Trust will pay salary safeguarding in line with the provisions of the STPCD. For all other staff, subject to qualifying criteria, the Trust will pay salary protection to those redeployed by reason of redundancy/restructuring or ill health/disability. The details of the pay protection scheme are available in Appendix 2.

Pensionable pay

- 2.34 Appendix 3 details which of the payments made to employees are pensionable.

Appeals

- 2.35 Pay appeals will be dealt with under the appeals process detailed in Appendix 7.

3. Salary scales

Support staff

- 3.1 The Trust's adopted pay and grading structure for support staff is detailed in Appendix 5.
- 3.2 The Trust has agreed to use the NYCC generic profiles for all designated support staff positions. Any unique post that falls outside of the generic profiles may be evaluated in accordance with the NYCC job evaluation scheme.

Teaching staff

- 3.3 Teaching staff will be paid on one of the following ranges:
- Leadership group
 - Leading practitioners
 - Main pay range (MPR)
 - Upper pay range (UPR)
 - Unqualified teacher range (UTR)

Leadership group

- 3.4 The leadership group for the Trust will consist of 29 points within the following statutory pay range:

	Annual salary – September 2020
Minimum	5 Head of a small department
Maximum	34 Headteacher

- 3.5 The full leadership group pay spine is attached at Appendix 5.
- 3.6 Within the leadership group pay spine, teachers will be appointed to an individual post range consisting of the following number of points:

- Headteachers – 7 points
- All other members of the leadership group – 5 points

- 3.7 The pay range for Headteachers will be on the basis outlined within the STPCD taking into account pupil numbers. Post ranges for new and amended roles for other posts within the leadership group will be determined taking into account:

- The nature of the work to be undertaken, including that done within their base school and in other schools across the Trust
- The scale of the challenges faced
- The professional competencies required; and
- Pay relativities with other comparable posts with the school and across the Trust

- 3.8 The Trust may pay Headteachers additional payments to attract the right applicant or in the event that they take on substantial responsibilities in addition to their substantive role. This will necessarily be outside their own school but may be with other schools within the Trust. The total of additional payments will not exceed 25% of the maximum of that Headteacher's group and only if agreed by the Trust board and local School Governing Body.

Leading practitioner pay range

- 3.9 Teachers' whose role is primarily to model and lead the improvement of teaching skills will be appointed to the leading practitioner pay range. The maximum and minimum of this pay spine are:

	Annual salary – September 2020
Minimum	8
Maximum	12

- 3.10 Teachers on the leading practitioner pay spine will be appointed to a range of no more than 5 incremental points. The number of salary points and value of the post range will be determined taking into account the size and complexity of each individual role. The leading practitioner pay spine is attached at Appendix 6.

Main pay range

- 3.11 The Trust's main pay range will consist of six points as follows:

Point	Annual salary – September 2020
M1	25,714
M2	27,600
M3	29,664
M4	31,778
M5	34,100
M6	36,961

Upper pay range

3.12 The Trust's upper pay range will consist of three points as below:

Point	Annual salary – September 2020
U1	38,690
U2	40,124
U3	41,604

3.13 Teachers on the upper pay range are required to make a substantial and sustained impact across the school in which they are employed. They must be able to demonstrate a high level of expertise in terms of their own teaching practice and have a positive effect on improving the practice of other teaching staff.

Unqualified teacher range

3.14 The Trust's unqualified teacher range will consist of six points as follows:

Point	Annual salary – September 2020
1	18,169
2	20,282
3	22,394
4	24,507
5	26,622
6	28,735

3.15 Unqualified teachers who obtain Qualified Teacher Status (QTS) will be paid on the main pay range in line with the requirements of the STPCD.

Supply teachers

3.16 The pay of supply teachers will be calculated as follows for the year 2020/21:

- Daily rate: annual salary divided by 195 days
- Hourly rate: annual rate divided by 1265 hours

3.17 Generally, supply teachers will be paid on the main pay range. Discretion will be used to award relevant allowances or payment where this is specified in the school's staffing structure and the supply teacher is undertaking the range of duties appropriate to that particular payment.

3.18 Supply teachers will be considered for the award of performance points on the same basis as other staff, subject to their meeting the relevant service requirements, and where an appropriate assessment of their performance can be undertaken.

Salary on first commencement with the Trust

Teachers

3.19 Teachers will not be appointed to a higher salary point within the UPR or MPR than they would have been on had they remained in their previous position. The Trust will match starting points with the employee's previous salary within the main pay scale. Subject to mutual agreement

Headteachers will appoint new teachers onto the upper pay range if they were previously paid on that range and it is necessary to recruit the employee.

- 3.20 Where teachers are due to commence on 1 September and were due a salary review from this date with their previous school, the Trust may request confirmation from the previous employer regarding the likelihood of progression being granted.

Support staff

- 3.21 On first appointment to a grade within the support staff pay structure, employees will usually be appointed to the bottom point of the grade. Exceptions to this are, for example, where it is necessary to appoint further up the salary scale to ensure the employee does not suffer a detriment through taking up a new or promoted post, or to recruit a particular candidate. For part-time and term-time only staff the comparative hourly rate may be taken into account when determining the starting salary.

Executive Trust staff

- 3.22 The CEO, Finance Director, Finance Manager and ICT Manager will be paid on the NJC scale. Their pay scale will be determined by the Trust Remuneration Committee and approved by the full board following a research based approach to determine what would be appropriate remuneration for the post. The key factors for consideration are the requirements relating to Executive pay as determined in the Academies Financial Handbook, what similar posts in other Trust's pay and what would be required to secure an appropriately qualified and competent person in the employment market at the time.

4. Pay Progression

Performance points/Increments

- 4.1 All employees will have their performance assessed annually and an annual pay review will be undertaken. For teaching staff this will be with effect from 1 September and for support staff it will be with effect from 1 April. To be considered for incremental progression or the award of a performance point it will need to be demonstrated that the employee will:
- Meet the relevant service eligibility criteria
 - Be assessed as having a positive appraisal outcome and achieved their performance targets
 - Not have any live formal disciplinary warnings or current formal capability proceedings which the employee has been notified will impact on progression
 - Have had satisfactory attendance (support staff only)
- 4.2 In addition, those in the leadership group will need to:
- Demonstrate sustained high quality performance in respect of school leadership, management and pupil progress
- 4.3 Incremental progression or the award of one performance point will be granted, subject to the maximum of the current pay scale, where it is determined at the annual pay review that the employee has met all the relevant criteria detailed above in the previous appraisal cycle.
- 4.4 Support staff on the top of their current salary scale who do not meet the criteria for pay progression will have their pay reduced by one spinal column point. This does not apply to teaching staff due to the provisions within their terms and conditions of employment.

- 4.5 Under the Trust's scheme of delegation (see paragraph 2.1 above), pay reviews will be undertaken by LGB Pay Review Committees in each school for Support staff by 31st March and for teaching staff by 31st October. Their decisions will then be subject to ratification by the Trust Pay Remuneration Committee once they are satisfied that a thorough, transparent and equitable process has been followed that is consistent across the schools. The Pay Remuneration Committee will also ratify pay decisions for all Trust employees, including the CEO and all Headteachers. These decisions will be ratified for support staff in April and teaching staff, Headteachers and the CEO by November 30th.

Service criteria for pay progression

- 4.6 Periods of absence as a result of parental leave (including maternity) and sickness will count towards the service requirements for eligibility for incremental progression. In making an assessment of performance, periods of parental leave and sickness absence will be disregarded. If necessary, earlier service will be taken into account in reaching a pay recommendation. Further information is available in appendix 8.

Teaching staff

- 4.7 To be considered for performance related progression, a member of teaching staff must have completed a period of employment amounting to at least twenty-six weeks in aggregate within the previous school year.
- 4.8 Employees on the upper pay range are required to be on their current pay point for two years, before they can be considered for performance related progression, other than in exceptional circumstances.

Support staff

- 4.9 The Green Book requires that support staff are considered for incremental progression each year with effect from 1 April provided that they have completed 6 months' service by this date. Employees who commence after the 1 October in any year will be considered for progress 6 months after their start date and then on 1 April in subsequent years.

Attendance criteria for support staff

- 4.10 To meet the attendance criteria detailed in paragraph 4.1 above, support staff must have satisfactory attendance to be eligible for pay progression. Satisfactory attendance is defined as 7 days or less sickness absence per year, though there are exceptions to this.
- 4.11 Further information regarding satisfactory attendance and the exceptions to the process, is detailed in Appendix 8.

Additional performance points

- 4.12 In exceptional circumstances, two performance points may be recommended for any employee where their position on their pay grade allows for this. The award of an additional point will only be considered where there has been exceptional, sustained performance across at least two academic years. Consideration will be given to the degree of challenge in performance targets, the extent to which they have been met or exceeded and the individual's overall contribution to school improvement.

Upper Pay Range applications

POLY003 - Academy Pay Policy v1.1.docx			Organisation: Scalby Learning Trust	Page 11 of 30
Date: 09/12/2020	Version: v1.1	Review Date: Dec 2021		

4.13 Teachers wishing to move onto the upper pay range, must make an application to the Headteacher/Principal. This will be in the form of a portfolio of evidence, detailing how the teacher has met the criteria for movement on to the upper pay threshold. It will follow a meeting being held with the Headteacher to examine the application and discuss the teacher's future role, plans and development and the expectations of them. Successful applications to move onto the upper pay range will take place with effect from 1 September in the relevant year. Applications to the Headteacher must be made no later than 30 September in the year in which the teacher wishes to progress. This will allow the application to be considered prior to the annual meeting of the pay review committee.

5. Allowances and additional payments

5.1 The value and award of all allowances will be reviewed annually as part of the employee's salary review. Allowances will be considered for inflationary rises by the Trust Board annually.

Teaching staff allowances

Teaching and Learning Responsibility payments (TLRs)

5.2 The criteria and factors for awarding TLR payment included in the STPCD, will be taken into account when deciding which posts in the school staffing structure attract a TLR payment.

5.3 The level of TLR payments have been determined with reference to the minima and maxima and differentials for TLR payments, as set out in the STPCD, and after considering the relative job weight of posts within the structure that meet the TLR criteria.

5.4 The TLR structure for the Trust is as follows:

TLR 1		TLR 2		TLR 3	
1.1	£8,291	2.1	£2,873	3.1	N/A
1.2		2.2	£4,958		
1.3		2.3	£7,017		
1.4	£14,030				

SEN allowance

5.5 The Trust will pay an SEN allowance to teaching staff who meet the criteria detailed in the STPCD. The SEN allowance(s) for the Trust are as follows:

SEN1	SEN2
£2,270	£4,479

Criteria for SEN 1:

- A substantial element (at least 50%) of a teacher's contact time is spent working directly with children with special educational needs.
- The teacher's work requires the exercise of professional skills and judgement in the teaching of children with special educational needs.

Criteria for SEN 2:

- A substantial element (at least 50%) of a teacher's contact time is spent working directly with children with special educational needs.
- The teacher's work requires the exercise of professional skills and judgement in the teaching of children with special educational needs.
- Hold the National Award in Special Educational Needs.

- 5.6 The Trust will pay an SEN allowance to support staff who work wholly or mainly with child/children who has/have statements of special educational need. If this situation changes because the child/children with whom they work is/are no longer available to work with, for example as the result of their leaving the school or being away from school for a period of more than 4 weeks due to illness, then the allowance may be withdrawn without notice.

SEN	£1324
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Other allowances

- 5.7 The Trust may pay other allowances to teachers, not within the leadership group, as detailed below:
- Recruitment and retention
 - Continuing professional development
 - ITT activities
 - Out of school hours learning activity
 - Additional responsibilities

Support staff allowances

- 5.8 The Trust may pay allowances to support staff as detailed below and in accordance with the collective agreement.
- on-call/stand-by
 - Lettings
 - Market supplements
 - Recruitment and retention payments
 - Special educational needs
 - Allowances – first aid, legionella and asbestos, minibus, cycle
 - Incentive payments scheme
 - Honorarium payment
 - Acting up payment
 - Thank you payments are only paid in exceptional circumstances

Additional hours / overtime

- 5.9 Any additional hours or overtime worked should be authorised in advance when it will be agreed whether the employee will receive compensatory time off in lieu or be paid for the additional hours worked. All additional hours and overtime approved will be paid at flat rate and in accordance with the collective agreement.

6. Main terms and conditions

Notice Periods

- 6.1 The notice given by the Trust to all staff will be the greater of their statutory or contractual notice period. The statutory notice period is 1 week for each completed year of service with the Trust up to a maximum of 12 weeks.
- 6.2 At the discretion of the Trust employees may be paid in lieu of their notice period. In such instances the payment would be subject to the usual deductions for tax and National Insurance contributions.

Teaching staff

POLY003 - Academy Pay Policy v1.1.docx			Organisation: Scalby Learning Trust	Page 13 of 30
Date: 09/12/2020	Version: v1.1	Review Date: Dec 2021		

6.3 Contractual notice periods for teaching staff are in line with the Burgundy Book. Teaching staff will be required to give contractual notice to terminate their employment with the Trust.

Support staff

6.4 The contractual notice periods for support staff are as given below:

Grade	Notice period
For staff up to and including grade J	1 month
For staff in pay grades K, L and M	2 months
For staff in and above grade N	3 months

6.5 Support staff will be required to give contractual notice to terminate their employment with the Trust.

6.6 Centrally employed Trust staff, such as the Finance Director, Finance Manager and ICT Manager will all be required to provide at least three months notice to terminate their employment..

6.7 The CEO will be required to provide four months notice to terminate their employment.

Annual leave

6.8 The arrangements for paid annual leave are set out below. Entitlement and payment arrangements relating to any other forms of leave are detailed in the Trust’s Leave Policy.

Teaching staff

6.9 Teaching staff do not have a contractual leave entitlement detailed within their terms and conditions of employment. Therefore, in the event that it is necessary to calculate leave for teaching staff, usually as a result of a longer-term period of absence, the statutory entitlement of 5.6 weeks leave will be accounted for. This will be the total leave entitlement and no additional leave will be granted for bank and public holidays. The leave year for teaching staff runs from 1 September to the 31 August annually.

Support staff

6.10 The leave entitlements for support staff and those employed centrally by Trust are detailed below:

Continuous Service length	Days leave per year
0-2 years	24
3 years	25
4 years	26
5 – 9 years	27
10 - 14 years	30
15 years /+	33

6.11 In addition, support staff and those centrally employed Trust are entitled to a day off with pay for all bank and public holidays which fall within the leave year. The leave year for support

staff runs from 1 April to 31 March annually. Leave entitlements, including for bank and public holidays, for part-time employees will be calculated on a pro rata basis.

Term-time working

- 6.12 Term time only (TTO) staff are employed to work a set number of weeks per year during school term time. Individual employee statements of particulars will specify whether they are contracted to work training days and additional weeks.
- 6.13 TTO employees are entitled to receive a pro rata entitlement to paid leave and bank and public holidays and this is included in their pay calculation. The pay of TTO employees is calculated on an annual basis and will be paid over twelve equal monthly instalments. All annual leave for TTO staff will coincide with school closure periods. The only exception to this may be when an employee has been absent for an extended period e.g. maternity leave or sick leave when it may be necessary to allow leave to be taken during term-time.
- 6.14 Paid weeks based on length of service and weeks worked is shown in the table below:

		Weeks worked					
		38	39	40	41	42	43
Length of service	Less than 3 years	43.6	44.6	45.6	46.7	47.9	49.0
	3 years	43.6	44.7	45.8	46.9	48.1	49.2
	4 years	43.7	44.8	46.0	47.1	48.3	49.4
	5 years	43.9	45.0	46.2	47.4	48.5	49.7
	10 to 14 years	44.5	45.7	46.8	48.0	49.2	50.3
	15 years	45.1	46.3	47.5	48.7	49.8	51.0

- 6.15 Term-time only pay will then be calculated as follows:

$$\frac{(\text{Full time salary} \times \text{hours per week})}{\text{Full time hours}} \times \frac{\text{paid weeks}}{52.14 \text{ weeks}}$$

- 6.16 Term-time only employees who do not work the full academic year, for examples those who commence or leave during the year, may have their salary recalculated to reflect the number of days worked completed during the year.

Part-time teachers

- 6.17 Teachers employed on an on-going basis at the school but who work less than a full working day or week are defined as part-time.
- 6.18 A part-time teacher will be paid according to the proportion of the school's timetabled teaching week (STTW) that they work. The STTW may vary between schools within the Trust or between phases within an individual school, and individual teachers will be paid in line with the STTW for the school or phase in which they are contracted. If the teacher holds two separate contracts in different schools/phases within the Trust then the STTW of each school/phased will apply to each contract. Detailed guidance is available within the STPCD.

Redundancy pay

6.19 Details of the Trust's redundancy payment arrangements can be found in the [Reorganisation, Redundancy and Re-deployment Policy](#).

Sick pay scheme

6.20 In addition to statutory sick pay entitlements, the Trust provides occupational sick pay schemes as detailed in their terms and conditions of employment. The Trust reserves the right to terminate employment before the expiry of contractual sick pay in line with its attendance management policy.

6.21 The Trust reserves the right to cease or suspend sick pay in the event that the employee fails to adhere to reasonable requests to comply with the Trust's absence reporting procedure and attendance management policy e.g. provision of medical certificates, attendance at meetings. Prior to cessation or suspension of sick pay the employee will be provided with written notification of the proposed action.

Parental leave scheme

6.22 The Trust operates a parental leave scheme which provides occupational payments for qualifying employees taking maternity, adoption and maternity support leave. Details of the statutory and occupational entitlements arising from all forms of parental leave are detailed in the Parental Leave Policy.

Salary sacrifice

6.23 The Trust will offer the following salary sacrifice schemes to employees:

- Childcare vouchers/childcare benefit schemes
- Cycle to work schemes
- Home technology scheme (not available to teaching staff due to the application of the STPCD)

6.24 Participation in any salary sacrifice arrangement shall have no effect on the determination of any safeguarded sum [or pay protection] to which an employee may be entitled.

Appendix 1 – Continuous service table

Teaching Staff			
Entitlement	Previous employment		
	Another academy in same Trust	Another school or Academy not in the Trust	Other e.g. agency
Redundancy Pay	Continuous LG service	Continuous LG service	Service with Trust only/ start date with Trust
Occupational Maternity Pay	Service with Trust only/ including continuous service from all previous Trust schools	Continuous service with all other LEA schools or academies	Service with Trust only/ start date with Trust
Statutory Maternity Pay	Service with Trust only/ including continuous service from all previous Trust schools	Service with Trust only/ start date with Trust	Service with Trust only/ start date with Trust
Occupational Sick Pay	Aggregated periods of previous service in LEA schools plus continuous service with all Trust schools	Continuous service with all other LEA schools or academies	Aggregated periods of previous teaching service in LEA schools
Statutory Sick Pay	Service with Trust only/ including continuous service from all previous Trust schools	Service with Trust only/ start date with Trust	Service with Trust only/ start date with Trust
Occupational Adoption Pay	Service with Trust only/ including continuous service from all previous Trust schools	Continuous service with all other LEA schools or academies.	Service with Trust only/ start date with Trust
Statutory Adoption Pay	Service with Trust only/ including continuous service from all previous Trust schools	Service with Trust only/ start date with Trust	Service with Trust only/ start date with Trust
Statutory Shared Parental Pay	Service with Trust only/ including continuous service from all previous Trust schools	Service with Trust only/ start date with Trust	Service with Trust only/ start date with Trust
Statutory Paternity Pay	Service with Trust only/ including continuous service from all previous Trust schools	Service with Trust only/ start date with Trust	Service with Trust only/ start date with Trust
Notice period	Service with Trust only/ including continuous service from all previous Trust schools	Service with Trust only/ start date with Trust	Service with Trust only/ start date with Trust
Right to claim unfair dismissal	Service with Trust only/ including continuous service from all previous Trust schools	Service with Trust only/ start date with Trust	Service with Trust only/ start date with Trust

Support Staff			
Entitlement	Previous employment		
	Another academy in same Trust	Another school or Academy not in the Trust	Other e.g. private sector
Annual Leave	Continuous LG service*	Continuous LG service*	Service with Trust only/ start date with Trust **
Redundancy Pay	Continuous LG service	Continuous LG service	Service with Trust only/ start date with Trust
Occupational Maternity Pay	Continuous LG service*	Continuous LG service*	Service with Trust only/ start date with Trust **
Statutory Maternity Pay	Service with Trust only/ including continuous service from all previous Trust schools	Service with Trust only/ start date with Trust	Service with Trust only/ start date with Trust
Occupational Sick Pay	Continuous LG service*	Continuous LG service*	Service with Trust only/ start date with Trust **
Statutory Sick Pay	Service with Trust only/ including continuous service from all previous Trust schools	Service with Trust only/ start date with Trust	Service with Trust only/ start date with Trust
Occupational Adoption Pay	Continuous LG service*	Continuous LG service	Service with Trust only/ start date with Trust **
Statutory Adoption Pay	Service with Trust only/ including continuous service from all previous Trust schools	Service with Trust only/ start date with Trust	Service with Trust only/ start date with Trust
Statutory Shared Parental Pay	Service with Trust only/ including continuous service from all previous Trust schools	Service with Trust only/ start date with Trust	Service with Trust only/ start date with Trust
Statutory Paternity Pay	Service with Trust only/ including continuous service from all previous Trust schools	Service with Trust only/ start date with Trust	Service with Trust only/ start date with Trust
Notice period	Service with Trust only/ including continuous service from all previous Trust schools	Service with Trust only/ start date with Trust	Service with Trust only/ start date with Trust
Right to claim unfair dismissal	Service with Trust only/ including continuous service from all previous Trust schools	Service with Trust only/ start date with Trust	Service with Trust only/ start date with Trust

* excluding breaks for maternity

** TUPE out and return within 5 years

Appendix 2 – pay protection scheme – Support staff

1. Pay protection applies to all support staff employed by the Trust with at least 12 months' service. Teaching staff are covered by separate salary safeguarding arrangements. Pay protection will only be available to those redeployed by reason of redundancy/re-structure or ill-health/disability and is not available to employees on a temporary contract.
2. The maximum amount of protection payable is £6,000 per annum (pro-rata for part-time employees). If the difference in annual salary between 'new' and 'old' posts is more than £6,000 per annum, the employee will receive £6,000 per annum. If the difference in annual salary between 'new' and 'old' posts is less than £6,000 per annum, the employee will receive the actual difference amount. Any reduction in hours is not covered by pay protection.
3. The pay protection period will be for a maximum of one year including the trial period.
4. Pay protection will cease where the new salary equals or exceeds the protected salary, or where the maximum period has ended.
5. While an employee is on a pay protected salary they may, if the need arises, be required to cover the duties of a higher graded post up to and including the pay band at which the salary is protected. Where cover is required for a significant period of time, such arrangements should be formalised.
6. Increments, if payable, are paid on the 'new salary' but not the protected salary and this will reduce the protected amount.

Appendix 3 – Pensionable Pay

Pensionable	Non-pensionable
Salary, wages and fees Salary safeguarding or protected pay Market supplement payment Acting up payment Honoraria payments for additional temporary duties Accelerated incremental progression Standby allowance On call payment First aid payment Lettings allowance Work on public holiday payment Weekend working allowance Additional hours SEN allowance Legionella/Asbestos Allowance Maternity/paternity KIT pay Thank you payment Recruitment and retention payment to teachers	Recruitment payments (support staff only) Retention payments (support staff only) Expenses (e.g. travel, subsistence) Any payment 'representing money value for provision of vehicle or paid in lieu' (e.g. mileage payments or similar payments to cover expenses)

Appendix 4 – Support staff pay and grading structure

New scp	Apr 20 Salary	Apr 20 Hourly rate	Pay structure agreed for 1st April 2019	
1	£17,842	£9.25		GRADE A - 217-258
2	£18,198	£9.43	GRADE B - 259-308	
3	£18,562	£9.62		GRADE C - 309-345
4	£18,933	£9.81	GRADE D - 346-369	
5	£19,312	£10.01		
6	£19,698	£10.21		
7	£20,092	£10.41		GRADE E - 370-397
8	£20,493	£10.62	GRADE F - 398-422	
9	£20,903	£10.83		
10	£21,322	£11.05		
11	£21,748	£11.27		
12	£22,183	£11.50		
13	£22,627	£11.73		GRADE G - 423-447
14	£23,080	£11.96		
15	£23,541	£12.20		
16	£24,012	£12.45		
17	£24,491	£12.69		
18	£24,982	£12.95	GRADE H - 448-474	
19	£25,481	£13.21		
20	£25,991	£13.47		
21	£26,511	£13.74		
22	£27,041	£14.02		
23	£27,741	£14.38		GRADE I - 475-509
24	£28,672	£14.86		
25	£29,577	£15.33		
26	£30,451	£15.78	GRADE J - 510- 550	
27	£31,346	£16.25		
28	£32,234	£16.71		
29	£32,910	£17.06		
30	£33,782	£17.51		GRADE K - 551 - 587
31	£34,728	£18.00		
32	£35,745	£18.53	GRADE L - 588-624	
33	£36,922	£19.14		

34	£37,890	£19.64		GRADE M - 625-713
35	£38,890	£20.16		
36	£39,880	£20.67		
37	£40,876	£21.19		
38	£41,881	£21.71		
39	£42,821	£22.20		
40	£43,857	£22.73	GRADE N - 714 - 941	
41	£44,863	£23.25		
42	£45,859	£23.77		
43	£46,845	£24.28		
44	£47,782	£24.77	NBSM1 - 942- 1043	
45	£49,320	£25.57		
46	£51,375	£26.63		
47	£53,302	£27.63		
48	£55,768	£28.91		
49	£57,376	£29.74	NBSM2 1044-1190	
50	£59,526	£30.86		
51	£61,758	£32.01		
52	£64,074	£33.21		
53	£66,274	£34.35		
54	£67,815	£35.15		

Appendix 5 – leadership group pay spine

Spine point	September 2020 £
L1	42,195
L2	43,251
L3	44,331
L4	45,434
L5	46,566
L6	47,735
L7	49,019
L8	50,151
L9	51,402
L10	52,723
L11	54,091
L12	55,338
L13	56,721
L14	58,135
L15	59,581
L16	61,166
L17	62,570
L18 *	63,508
L18	64,143
L19	65,735
L20	67,364
L21 *	68,347
L21	69,031
L22	70,745
L23	72,497
L24*	73,559
L24	74,295
L25	76,141
L26	78,025
L27*	79,167
L27	79,958
L28	81,942
L29	83,971
L30	86,061
L31*	87,313
L31	88,187
L32	90,379
L33	92,624
L34	94,914

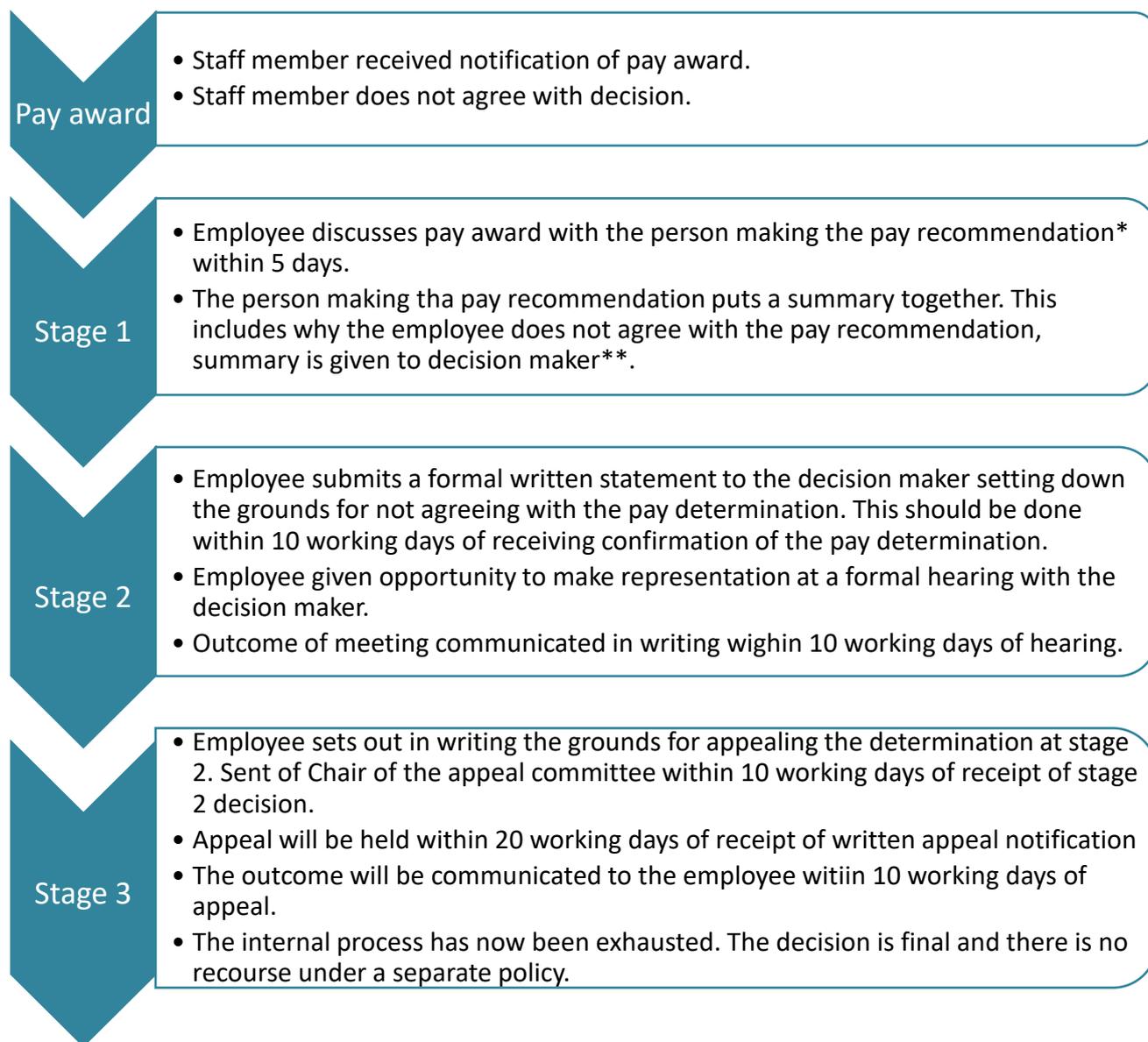
L35*	96,310
L35	97,273
L36	99,681
L37	102,159
L38	104,687
L39*	106,176
L39	107,239
L40	109,914
L41	112,660
L42	115,483
L43	117,197

Appendix 6 – Leading practitioner pay spine

Spine point	September 2020 £
1	42,402
2	43,464
3	44,549
4	45,658
5	46,794
6	47,966
7	49,259
8	50,395
9	51,654
10	52,978
11	54,355
12	55,608
13	56,998
14	58,419
15	59,873
16	61,486
17	62,875
18	64,461

Appendix 7 – Flow chart: Appealing a pay award decision (for teachers)

An employee can accept the pay award decision at any time. This flowchart assumes that the employee disagrees with the outcome of each stage.



Pay recommendations, decisions and appeals explained:

Given, the different line management structures within individual schools and for Trust employees, the person making pay recommendations and the decision maker are not uniform.

*the person making a recommendation is usually the line manager of the employee who presents the evidence for validation by the Headteacher, who in turn makes recommendations to the Pay Review Committee.

Eg: Head of Department, Subject Leader, Headteacher, Finance Director, Trust CEO.

POLY003 - Academy Pay Policy v1.1.docx			Organisation: Scalby Learning Trust	Page 26 of 30
Date: 09/12/2020	Version: v1.1	Review Date: Dec 2021		

** the decision maker may be:

Eg: Governors Pay Review Committee, Trust Remuneration Committee or CEO.

For Headteachers' pay, the person recommending the pay award is the CEO. The decision regarding pay is made by the Pay Remuneration Committee. The appeals process is carried out by members of the Trust board who are not members of the Pay Remuneration Committee that made the pay determination that year.

For the CEO, the person recommending the pay award is the Chair of the Trust board. The decision regarding pay is made by the Pay Remuneration Committee. The appeals process is carried out by members of the Trust board who are not members of the Pay Remuneration Committee that made the pay determination that year.

Appendix 8 – Guidance on impact of absence on incremental progression

1. Scope

- 1.1 This guidance covers support staff.
- 1.2 Generally, sickness absence of more than 7 working days is considered poor attendance and would impact on incremental progression. However, if an employee has had previous good attendance or absence is as a result of a disability then it may be disregarded.

2. General principles

- 2.1 Employees with less than 12 months service will have their absence calculated on a pro rata basis based on the length of their service.
- 2.2 For an employee with less than 3 years' service, the average sickness absence is considered in relation to their service and pro rata limits.
- 2.3 A working day is defined as a working session, of whatever length.
- 2.4 Where a continuous period of absence crosses two review periods, the withholding or removal of an increment should apply only to one period. If an increment was withheld in the previous year an employee can still be awarded an increment the following year provided all criteria are satisfied (excluding the occasion of absence which overlapped the review periods).
- 2.5 If an employee is currently at the top of the pay band but in receipt of pay protection and does not meet the increments criteria their basic salary will reduce by one spinal column point but their pay protection amount will be adjusted to ensure that the protection is in place for the whole of the protection period of 1 year. At the end of the protection period the employee will be paid the salary point taking account of the loss of an increment.

3. Excluded absence

- 3.1 Some sickness absence is discounted for considering satisfactory attendance, as follows:
 - **Pregnancy related absence:** If the cause of sickness absence was related to pregnancy then this must be excluded from the sickness absence calculation for increment purposes.
 - **Disability-related absence:** If the cause of absence was related to a disability then the employee's manager should consider whether all or any of that absence should be counted as Disability Related Sick Leave (DRSL) and excluded from the sickness absence calculation for increment purposes. Whilst from a school perspective, up to 10 days disability related sickness absence may be considered reasonable in terms of service delivery, each case should be decided on its own merits.
 - **Infectious diseases contracted at work** – this provision will only apply to serious illnesses and will not include common viral conditions.
- 3.2 Other absences which are discounted for considering satisfactory attendance are as follows:
 - **Parental leave:** Any period of parental leave will be disregarded for assessing satisfactory attendance, including maternity leave, paternity leave, shared parental leave, etc.

- **Extended Unpaid Leave:** Where an employee has taken extended unpaid leave within the preceding 12 months, this period should be disregarded, with the same amount of time being considered prior to the 12 months.
- **Work-related absence:** If an employee has been absent due to an injury or illness sustained in the course of their work where the Trust acknowledges liability or the case is undisputed, the manager may wish to consider applying for an exception.

4. Process

4.1 The process for considered whether the attendance criteria is met is set out in the steps below:

Step 1 - Any employee with 7 days absence or less in the preceding 12 months would be considered to have met the increment criteria for satisfactory attendance.

Step 2 - Any employee with absence exceeding the limits in step 1 may still meet the increment criteria for satisfactory attendance if they have 21 days absence or less in the preceding 3 years (calculated on a pro rata basis for employees with less than 3 years' service).

Step 3 - If an employee has absence exceeding the limits at step 2, Managers can consider applying an exception. Exceptions can only be considered where:

1. The employee's previous attendance is "good" (defined below) **and**
2. The absence has been a single occurrence or relates to a single acute episode of a chronic, serious or potentially terminal illness, **and**
3. The employee has made every effort to mitigate the impact of their absence.

4.2 **Good attendance** is no more than an average 4 days sickness absence for each year of service, averaged over the employee's length of service (excluding the current year) dating back to 2001/02.

4.3 Exceptions can also be considered for an employee who meets the exceptions criteria above and:

- Who plans to retire, where the withdrawal or withholding of an increment would impact on pension entitlement, **or**
- Who has disability-related absence which has not been discounted as DRSL, **or**
- Whose absence relates to an injury or illness sustained in the course of their work where the Trust acknowledges liability or the case is undisputed.

5. Exceptional Circumstances

5.1 Normally where an exception or appeal has been upheld in a previous year the absence will not be discounted when considering good attendance. Rarely it is possible that:

- an employee does not meet the exceptions criteria due to absence slightly above the current year 7 day trigger, **but**
- the manager believes the current year absence is linked to a previously lengthy absence for a single acute episode of a chronic, serious or potentially terminal illness, **then**
- the manager can make an 'exceptional circumstance' request to discount the previous year in which the lengthy absence occurred.

5.3 Any such 'exceptional circumstance' request should be made by the manager to the relevant individual or committee, who will consider any case on its merit.

6. Appeals

POLY003 - Academy Pay Policy v1.1.docx			Organisation: Scalby Learning Trust	Page 29 of 30
Date: 09/12/2020	Version: v1.1	Review Date: Dec 2021		

- 6.1 The exception process should be concluded prior to the commencement of an appeals process.
- 6.2 If the employee is not satisfied with the increment decision they have the opportunity to appeal under the Trust's Pay Policy. Where the award of an increment is agreed as a result of an appeal process, this will be made effective from the date it would originally have been paid from.