Forest Way School

Support Staff Pay Policy 2023/2024

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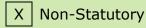
Signature:

Title: Headteacher

Date: May 2024

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Statutory





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SSPP - Version control

JPR Meeting 31 January 2024 DNCC Meeting 15 February 2024		
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This policy applies to support staff within Forest Way School including:

- All classroom support staff
- All non-classroom support staff

This policy sets out the framework for making decisions regarding Support Staff Pay. It has been developed to comply with current legislation and the requirements of the National Agreement on Pay and Conditions of Service for Local Government (Green Book) and has been consulted on with employees and/or the recognised trade unions.

This policy will be kept under review and updated annually in the light of future amendments to the Green Book.

For the purposes of this document "the school" refers to either trustees/the individual school or the Senior Leadership Team.

1. Equal Opportunities

All pay-related decisions will comply with relevant legislation.

The school will promote equality of opportunity in all areas taking account of individual circumstances including absence due to maternity leave or long-term sick leave and make adjustments where appropriate.

All decisions made under this policy will be objective, evidence based and fully justifiable.

2. Pay Decisions

The School will work within the National Joint Council for Local Government Services National Agreement on Pay and Conditions of Service and any local arrangements agreed with the trade unions.

A copy of the school's current grade structure is attached to this policy.

The school will pay support staff on the appropriate rates of pay, relevant to their grade.

Where a role has evolved over time, an employee will be able to request a reevaluation of the post providing that they are able to clearly demonstrate that the job tasks and responsibilities of the role are substantially different to those they were originally appointed to. Employees should be aware that a request for re-evaluation may result in the grade for the post going up, remaining the same, or in some instances the grade may go down. Please note that LCC can carry out Job Evaluations under their scheme for Maintained Schools but not Academies as the council is not the employer.

3. Basic Pay Determination on Appointment

The school will appoint a new employee on the first pay point within the grade applicable to the post.

The School may, in exceptional circumstances (for example, where there are recruitment difficulties or where an individual demonstrates that they have significant experience to bring to the role), appoint a new employee on a higher pay point within the grade. In these circumstances the school will be aware of setting precedents and/or any potential equal pay claims and therefore will demonstrate a clear rationale for their decision.

4. Annual Increments

Post 2012 T&C's:

Annual increments are payable on 1st April only.

A new employee (permanent or fixed term) who has not completed 12 months' service by the 1^{st} April will receive an increment on the following 1^{st} April and at 12-month intervals thereafter until the maximum of the grade is reached.

Pre 2012 T&C's:

Annual increments are payable on 1st April, subject to six months service. A new employee who has not completed six months' service by the 1st April will receive an increment on the date on which they achieve six months service and will, thereafter, revert to receiving increments on 1st April.

NB. Where an employee is appointed from 2^{nd} or 3^{rd} October, (because 1^{st} October falls on a non-working day), they will be regarded as having completed 6 months' service by the following 31^{st} March and will therefore be entitled to an increment from the 1^{st} April.

5. Annual Leave Entitlement (excluding casual employees)

The annual leave year for all support staff runs from the 1st April to 31st March inclusive, with annual leave being taken during school closure periods unless stated otherwise.

Employees who only work during term-time should be informed of their annual leave entitlement and how this total has been calculated.

Employees working on term time only contracts are obliged to take any annual leave entitlement during school closure periods.

An employee who commences <u>or</u> leaves employment part way through a leave year will have their annual leave entitlement pro-rata for their first/last year of employment. This will be calculated from their first day of employment up to and including the end of the leave year (31st March/31st August), OR on leaving their employment from the start of the leave year up until their employment end date.

Annual Holiday Entitlement

Salary Level	Below 5 Years' Service	Above 5 Years' Service
Grades 1 to 9	25 days annual leave plus 8 Public Holidays	30 days annual leave plus 8 Public Holidays
Grades 10 & 11	27 days annual leave plus 8 Public Holidays	32 days annual leave plus 8 Public Holidays
Grades 12 to 17	28 days annual leave plus 8 Public Holidays	33 days annual leave plus 8 Public Holidays

6. Salary

Term-time only (TTO) employees are staff that are principally employed to work only during periods in which schools are open to children plus inset days for staff. TTO employees will have their pay calculated on an annual basis and be paid over twelve equal monthly instalments.

The calculation of salaries for employees working term time only or annualised hours will be applied to all support staff within the school

Calculation Used to Establish Full Time Equivalent Salary (Term Time)

Weekly hours worked multiplied by weeks worked divided by Total Full Time (FT) working hours (see tables below).

Example:

Learning Support Assistant, working 17.5 hours per week for 39 weeks per year

17.5 (hours worked) x 39 (weeks worked)
1686 (Total full time working hours)

= 40.48%

FTE

Calculation Used to Establish Full Time Equivalent Salary (Annualised Hours)

Annual hours worked divided by total FT working hours (see tables).

Example:

Administrative Officer working 20 hours per week for 38 weeks, term time plus 25 hours worked during school closure.

(20 hours worked) x 38 weeks worked + 25 add. hours = 785 working hrs per year)

785 1686 =46.56% FTE

Weeks Per Year

The new calculation averages the number of days per year over a four-year period divided by 7 (days in a week) as follows:

3 multiplied by 365 days, plus 1 multiplied by x 366 days, divided by 7, divided by 4 = 52.179 weeks per year (average)

Hours in a Working Year

52.179 weeks multiplied by 37 hours per week = 1931 hours in a working year.

Tables Identifying the Working Hours of a Full Time Employee

Grades 1 to 9	52.179 weeks per year
Under 5 Years' Service	
37 hrs x weeks per year (Contracted Year in Hours)	1931
Holiday Entitlement (in Hours) 25 days annual leave plus 8 Public Holidays	245
FT Working Hours	1686
Over 5 Years' Service	
Over 5 Years' Service 37 hrs x weeks per year (Contracted Year in Hours)	1931
	1931 282

Grades 10 & 11	52.179 weeks per year
Under 5 Years' Service	
37 hrs x weeks per year (Contracted Year in Hours)	1931
Holiday Entitlement (in Hours) 27 days annual leave plus 8 Public Holidays	259
FT Working Hours	1672
Over 5 Years' Service	
Over 5 Years' Service 37 hrs x weeks per year (Contracted Year in Hours)	1931
	1931 296

Grades 12 to 17	52.179 weeks per year
Under 5 Years' Service	
37 hrs x weeks per year (Contracted Year in Hours)	1931
Holiday Entitlement (in Hours) 28 days annual leave plus 8 Public Holidays	267
FT Working Hours	1664
Over 5 Years' Service	

Holiday Entitlement (in Hours) 33 days annual leave plus 8 Public Holidays		
	, , , , , , , , , , , , , , , , , , ,	304

1627

1931

FT Working Hours

7. Working Additional Hours

Where an employee is asked to work additional hours or is asked to attend an activity (e.g. staff meeting, parents evening) overtime at plain time will be paid.

Grades 15-17

There will be no entitlement to any additional payment or TOIL in respect of any hours worked in excess of 37 per week. Additional pay or TOIL may only be claimed if an employee has undertaken work on a public holiday as per The Green Book.

8. Working During School Closure Periods (Including Inset Days)

Employees who are contracted to work during school closure periods should only undertake work that is relevant to their role, duties and responsibilities or undertake such training activities that are relevant to their role.

To ensure the operational effectiveness of the school, Managers are advised to agree a workplan with the employee concerned as far as possible in advance of the school closure period they are required to work.

9. Disaggregated INSET Days

Schools may determine when the 5 INSET days will take place. Support staff who work part time can only be required to attend on a pro rata basis, and only on their contracted hours/days worked per week.

Disaggregation should be communicated to staff and the dates and times allocated should appear within the agreed calendar of meetings.

Where an INSET day falls on an employee's non-working day, they may attend on the INSET day provided that they receive equivalent time off in lieu or are paid for the time worked. INSET days will be planned well in advance and discussed with employees who do not usually work on these days. Alternative arrangements will be discussed and agreed to ensure that, where possible, the majority of employees can attend the INSET days.

For the avoidance of confusion, pay for INSET days is already included in the pay of employees who are contracted to work 39 weeks per year. Employees who are

contracted to work 38 weeks per year, pay for INSET days is not included in their contracts. Therefore, where an employee on a 38-week contract attends work during the INSET days they should be paid in accordance with the hours worked.

10. Residential Field Study Courses & Educational Visits

Residential Field Study Courses

Support staff are not contracted to attend residential courses, therefore there is no requirement for them to undertake such duties.

Where an employee agrees to attend a residential course, they will receive their normal days' pay and TOIL at the discretion of the Headteacher.

An employee may wish to offer to attend as a 'volunteer' in which case no additional payment, other than out-of-pocket expenses, will be made.

Educational Visits

If an employee's job description includes the requirement of attending educational visits with pupils the employee will receive their normal days' pay and in addition payment for any additional hours worked in accordance with the "Working Additional Hours" section above. Out-of-pocket expenses should also be reimbursed, by agreement in advance.

If an employee's job description does not include the requirement of attending educational visits with pupils they may agree to attend and if so will receive their normal days' pay and an additional payment for any extra hours worked. Out-of-pocket expenses should also be reimbursed, by agreement in advance.

An employee may wish to offer to attend as a 'volunteer' in which case no additional payment, other than out-of-pocket expenses, is made.

11. Honoraria

Honoraria are a matter for the school to consider and award on a case-by-case basis. Honoraria should be used rarely and will be objectively justified.

An honorarium will only be paid if an employee is temporarily undertaking the duties of a higher graded post or undertaking a specific piece of work that is outside of their established role and responsibility.

Employees' undertaking some or all of the duties of a higher graded post will be paid an honorarium from the first day of undertaking the duties unless:

a) Their job description provides for them to undertake the duties concerned from time to time;

And;

b) The grade of their substantive job reflects this.

Where (a) and (b) apply, no honorarium will be paid in respect of cover for annual leave and the first four weeks of cover for other reasons.

Calculation of Honorarium

The honorarium will be based on the difference between the employee's pay point and the minimum pay point of the higher graded post.

- Where the full duties of the higher graded post are being undertaken, the honorarium will be 100% of the difference for the period concerned.
- Where only a percentage of the duties are being undertaken, the honorarium will be a percentage of the difference for the period concerned. The rationale for any decisions made will be clearly documented.

Additional Guidance

In normal circumstances, an honorarium will only be agreed for a period of six months unless it is being paid in respect of cover for absence.

If an honorarium is being considered for an employee undertaking additional duties on a temporary basis e.g. pilot project or specific piece of work, the grade of the work being undertaken will be determined through the job evaluation process.

If an honorarium is being considered for a period longer than six months, consideration of a secondment to the higher graded post will be considered.

12. Salary Sacrifice Arrangements

The school have determined that they will not provide for any salary sacrifice arrangements.

Local Conditions of Service for Premises Officers

Scope

The agreement covers all School based employees, whose role is defined within the Premises Officer Family in the Job Evaluation Guide, including all those whose job descriptions have been/are associated with this family during the Job Evaluation process, hereinafter called 'Premises Officer'.

The agreement covers the following areas:

- 1. Emergency Call Outs
- 2. Health & Safety

Any overtime worked as a result of the agreement areas 1-2 which fall outside of the Site Managers contracted working hours would be paid as overtime at the discretion of the Headteacher.

Emergency Call Outs

On appointment the Premises Officer will be advised as to whether they are to be a contact point for 'emergency call-outs'. Whilst this is deemed to be part of the role of the Premises Officer there is no requirement for the Premises Officer to be always 'on-call' or contactable as the 'emergency call-out' list should contain a minimum of four names.

In the event when a Premises Officer is called out a minimum payment of two hours at their rate of pay should be paid. The minimum payment for 2 hours will include travel to and from the school. In circumstances where the Premises Officer is unable to conclude the work related to the emergency call-out (including travelling to and from the school) overtime will be payable at the individual's rate of pay for the additional time worked only.

Payment for working additional hours will be paid as set out above at point.

Health & Safety

Whilst employers do have a duty of care to ensure their employees work as far as reasonably practicable in a healthy and safe environment all employees have a responsibility to ensure that they undertake their duties in accordance with all policies, practices and procedures as defined within the various conditions of service that apply to them or the duties they undertake.

When attending the premises for heating care and security duties a Premises
 Officer should take due care in ensuring their safety and must ensure that they do not undertake any activity that will endanger their physical wellbeing.

- The role of the Premises Officer is not to confront intruders or trespassers, the Police should be called on every occasion, as the Premises Officer should take due care in ensuring their own safety and should avoid confrontation with members of the public.
- Ensure that an employee, required to attend 'emergency call-outs', undertake heating care and security duties, or who works alone or in isolated buildings, should include access to the use of a mobile telephone and/or reimbursed for work related usage.
- The emergency call-out list contains a minimum of four names. Additional arrangements should be made during holiday periods to ensure that cover is provided.
- When attending an 'emergency call-out' an employee should not enter the premises until it can be established that there is no danger of attack or accident.
- When attending an 'emergency call-out' an employee should ensure that a second person is aware that they are going to their workplace and make arrangements to report back to the second person within a specified time period i.e. 60 minutes. In circumstances where it is impracticable for the employee to identify a second person the employer should give consideration to an alternative arrangement i.e. the Alarm Company used by the School.

Appendix A: Current Local Grade Pay Structure from 1st April 2023

April 2023 - March 2024

Grade	Pay Point	Salary from	Hourly Rate	Salary	Hourly Rate
		1 April 2022	1 April 2022	1 April 2023	1 April 2023
2	1	£20,268	£10.50	£22,374	£11.59
	2	£20,268	£10.50	£22,374	£11.59
3	3	£20,448	£10.50	£22,374	£11.59
3	4	£20,604	£10.67	£22,530	£11.67
4	5	£20,817	£10.78	£22,743	£11.78
4	6	£21,006	£10.88	£22,932	£11.88
5	7	£21,192	£10.98	£23,118	£11.97
3	8	£21,579	£11.18	£23,505	£12.17
6	9	£21,972	£11.38	£23,898	£12.38
0	10	£22,374	£11.59	£24,300	£12.59
	11	£22,782	£11.80	£24,708	£12.80
7	12	£23,199	£12.02	£25,125	£13.01
,	13	£23,625	£12.24	£25,551	£13.23
	14	£24,057	£12.46	£25,983	£13.46
	15	£24,501	12.69	£26,427	£13.69
8	16	£25,413	£13.16	£27,339	£14.16
0	17	£25,881	£13.41	£27,807	£14.40
	18	£26,850	£13.91	£28,776	£14.91
	19	£27,858	£14.43	£29,784	£15.43
9	20	£28,374	£14.70	£30,300	£15.69
9	21	£29,445	£15.25	£31,371	£16.25
	22	£30,078	£15.58	£32,004	£16.58
	23	£31,134	£16.13	£33,060	£17.12
10	24	£32,259	£16.71	£34,185	£17.71
	25	£33,447	£17.32	£35,373	£18.32
	26	£34,734	£17.99	£36,660	£18.99
11	27	£35,484	£18.38	£37,410	£19.38
	28	£36,309	£18.81	£38,235	£19.80
	29	£37,197	£19.27	£39,123	£20.26
	30	£38,157	£19.76	£40,083	£20.76
12	31	£39,282	£20.35	£41,208	£21.34
14	32	£40,470	£20.96	£42,396	£21.96

	33	£41,745	£21.62	£43,671	£22.62
	34	£43,128	£22.34	£45,054	£23.34
10	35	£44,478	£23.04	£46,404	£24.04
	36	£45,882	£23.77	£47,808	£24.76
13	37	£47,358	£24.53	£49,284	£25.53
	38	£48,939	£25.35	£50,865	£26.35
	39	£50,454	£26.13	£52,413	£27.15
14	40	£52,062	£26.97	£54,084	£28.01
14	41	£53,769	£27.85	£55,857	£28.93
	42	£55,614	£28.81	£57,774	£29.93
	43	£57,354	£29.71	£59,580	£30.86
15	44	£59,187	£30.66	£61,485	£31.85
	45	£61,104	£31.65	£63,477	£32.88
	46	£63,102	£32.68	£65,550	£33.95
16	47	£65,541	£33.95	£68,085	£35.27
	48	£68,136	£35.29	£70,782	£36.66
	49	£70,911	£36.73	£73,662	£38.15
	50	£73,983	£38.32	£76,854	£39.81
47	51	£77,178	£39.98	£80,175	£41.53
	52	£80,526	£41.71	£83,652	£43.33
17	53	£84,042	£43.53	£87,303	£45.22
	54	£87,729	£45.44	£91,134	£47.20

The above rates of pay may be subject to change in line with national/ local pay negotiations.