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# OWLS Academy Trust

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## Support Staff Pay Policy

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Date Detail June 25<sup>th</sup>, 2018

Original, based on Trust Policy 25.06.17

Reviewed annually

Approved by Jonathan Tedds, Chair of Governor

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Policy developed by



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This policy aims to ensure that all procedures for determining pay are consistent with the principles of public life: objectivity, openness and accountability. The policy should also make clear the school's compliance with School Staffing Regulations 2009, the Equality Act 2010 and other relevant legislation.

The policy applies to support staff whose terms and conditions fall under the terms of the National Joint Council for Local Government Services.



## Principles

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The OWLS Academy Trust undertakes to:

- Consult support staff and their trade unions on the pay policy;
- Review this policy annually, or when other changes occur to support staff terms and conditions of service, to ensure that it reflects the latest legal position; and
- Provide access to the terms and conditions of service that are appropriate to support staff within their school.

The Trust seeks to provide equal opportunities for all staff and will take care to avoid discrimination on the grounds of age, disability, gender, race, sexual orientation, religion or belief and to meet its legislative duties. The school's Equal Opportunity Policy Statement, and "Equal Opportunities in Employment: Guide to Good Practice" will be observed at all times in respect of all appointments, promotions and pay decisions.



## Staffing Structure

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The Local Governing Body will consult support staff whenever the staffing structure within their school is being reviewed. A copy of the staffing structure, together with the implementation plan for bringing in any changes, will be saved with this pay policy.



## Pay and Pay Grades

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The OWLS Academy Trust will ensure that all support staff posts are evaluated using the job evaluation scheme chosen by Leicestershire County Council, namely "Hay", which analyses all aspects of a job and attributes points to each as appropriate. These points, when totalled, indicate where in the ranking the job should be placed and how this related to pay. This process of grading jobs and developing a modern pay structure promotes fairness (i.e. having regard to Equal Pay legislation), discipline and credibility in the pay policy.

The Trust will work within the National Joint Council for Local Government Services National Agreement on Pay & Conditions of Service, and any local arrangements agreed with trade unions recognised by Leicestershire County Council as representing school based employees.

The pay grade of a post will be established in accordance with guidance issued by the LA. A copy of the current Leicestershire County Council Local Grade Structure is attached (Appendix A).

The Trust will pay the rates of pay relevant to each grade, as determined by Leicestershire County Council, and will inform employees of any changes to the pay structure when a review has taken place.



## **Other Matters Relating to Pay**

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### **Appointment**

New employees will normally be appointed on the first pay point within the grade, but the Governors may determine in exceptional circumstances (normally recruitment difficulties) to choose a higher pay point within the grade. In these circumstances the Local Governing Body will be aware of setting precedents and/or any potential equal pay claims.

### **Fixed term and Casual Employees**

The OWLS Academy Trust will comply with guidance from the Local Authority on the pay and conditions of service for fixed term contract holders and casual employees (available as separate documents)

### **Annual Increments**

Annual increments are payable on 1<sup>st</sup> April only.

An employee (permanent or fixed term) who has not completed 12 months' service in the grade by 1<sup>st</sup> April will receive an increment on the following 1<sup>st</sup> April and at 12 month intervals thereafter until the maximum of the grade is reached.

### **Annual Leave Entitlement**

The annual leave year for all school-based support staff, whether employed on full or part time and permanent or fixed term contracts) runs from 1<sup>st</sup> April to 31<sup>st</sup> March inclusive.

If a member of support staff commences employment part way through a leave year their annual leave entitlement will be calculated from their first day of employment up to and including 31<sup>st</sup> March (the end of the leave year)

### **Working Time for Support Staff**

The calculation for the payment of staff working term-time only or annualised hours (Appendix D) will be used where applicable for support staff within the school.

Further detail on working hours for support staff can be found in Appendix F "Guidance on Working Time for Support Staff".

### **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) the Local Governing Body undertake to remunerate the employee in accordance with the schedule of overtime payments (Appendix C) for all additional hours worked.

### **Payment of Honoraria**

Honoraria may be awarded on a case by case basis in accordance with the Local Condition of Service and associated guidance (Appendix B).

### **Performance Management**

The Trust has a separate Performance Management Policy which covers support staff.

Accelerated incremental progression is not available as it could be contrary to Equal Pay legislation.

 **Appendix A: Local Grade Structure**

NB: There is no Grade 1

GRADE	PAY POINT	SALARY 01/04/18	HOURLY RATE 01/04/18	GRADE	PAY POINT	SALARY 01/04/18	HOURLY RATE 01/04/18	GRADE	PAY POINT	SALARY 01/04/18	HOURLY RATE 01/04/18
2	2	16,401	8.50	8	20	21,144	10.95	14	44	45,501	23.57
	3	16,401	8.50		21	21,762	11.27		45	47,010	24.35
					22	22,404	11.60		46	48,612	25.18
					23	23,112	11.97		47	50,343	26.08
3	4	16,401	8.55	9	24	23,868	12.36	15	48	51,975	26.92
	5	16,500	8.61		25	24,660	12.77		49	53,694	27.81
					26	25,500	13.21		50	55,491	28.74
					27	26,397	13.67		51	57,363	29.71
4	6	16,626	9.21	10	28	27,387	14.19	16	52	59,652	
	7	16,776	9.41		29	28,443	14.73		53	62,085	
	8	16,989	9.60		30	29,556	15.31		54	64,686	
					31	30,762	15.93		55	67,566	
5	9	17,007	8.81	11	32	31,464	16.30	17	56	70,563	
	10	17,076	8.84		33	32,238	16.70		57	73,704	
	11	17,394	9.01		34	33,069	17.13		58	77,001	
					35	33,972	17.60		59	80,457	
6	12	17,790	9.21	12	36	35,025	18.14				
	13	18,165	9.41		37	36,144	18.72				
	14	18,543	9.60		38	37,338	19.34				
	15	18,849	9.76		39	38,631	20.01				
7	16	19,299	10.00	13	40	39,903	20.67				
	17	19,728	10.22		41	41,217	21.35				
	18	19,959	10.34		42	42,600	22.07				
	19	20,544	10.64		43	44,082	22.83				



## **Appendix B: Honoraria – Local Condition of Service & Associated Guidance**

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An honorarium should 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 asked to undertake 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 or the first 4 weeks cover for other reasons.

### **Calculation of Honorarium**

The value of the honorarium to be paid will be based on the difference between the employee's contractual 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 of the higher graded post are being undertaken the honorarium will be a percentage of the difference for the period concerned.

### **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, specific piece of work) the grade of the work being undertaken should be determined through the job evaluation process.

If an honorarium is being considered for a period longer than 6-months then it is advised that a secondment to a higher graded post is considered.

In circumstances where only part of the duties is being covered a revised job description for the "acting up" post is required for evaluation. The outcome of this will determine the payment to be made.



## Appendix C: Working Additional Hours

Additional hours (commonly referred to as Overtime) are any hours worked over an employee's contracted hours.

### Grades 1-9

With the exception of the Night Premium an employee may request TOIL at plain time instead of payment.

Day	Rate
Monday - Sunday	<b>Day:</b> Plain time <b>Night:</b> Plain time + night premium

These overtime rates apply either; on a day the employee is contracted / rostered to work or on a day the employee is not contracted / rostered to work or the employee is called out.

### Grades 10-14

With the exception of working on a public holiday (see below), where additional hours have been requested by the line manager, time off in lieu (TOIL) at plain time will usually be granted. However in exceptional circumstances where it is not possible to allow for TOIL to be taken within a 12 week period due to service delivery, payment for the additional hours worked may be granted.

### Grades 15-20

With the exception of working on a public holiday there will be no entitlement to payment or TOIL in respect of hours worked in excess of 37 per week.

### Public Holidays

An employee who has been called into work on a public holiday will receive payment of double time for the hours worked in full recompense.

### Additional Premium for Working at Night

A premium of 25% of pay point 10 will be paid for any hours worked between midnight and 5.00 a.m.

If an employee's shift includes the whole of the period between midnight and 5.00 a.m. the night premium will be paid for the whole of the shift.

### Sleeping In Allowance

Where an employee is required to sleep on the premises at their place of work and expected to be on duty or on call, they are entitled to receive a sleeping-in payment. This payment covers the requirement to sleep in and up to 30 minutes call out per night, after which the additional hours provisions should apply.

The rates of allowances are agreed nationally: the current rate is £33.27 per duty as of 1<sup>st</sup> September 2013.

### Designated First Aider Payments

All designated first-aiders (but not appointed persons) will receive an allowance of 1% of the salary for pay point 7, pro rata to hours worked e.g. 1% of pay point 7 is currently £140.94 p.a. The allowance will not be used in calculating any enhancements.



## Appendix D: Calculations of Term Time Only / Annualised Hours

In order to comply with legislation which requires that part time employees are treated no less favourably than full time employees a new calculation has been agreed with the trade unions to pro-rata the salaries of **ALL** term time only/annualised hours support staff **except nursery nurses** who work on a term-time only or annualised hours basis, to properly proportion holiday entitlement to weeks worked.

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

(Weekly hours worked x weeks worked) ÷ (total full time working hours) (see below)

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

$$\frac{17.5 \times 39}{1694} = 40.29\% \text{ fte}$$

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

(Annual hours worked) ÷ (total full time working hours) (see below)

Example: Admin assistant working 20 hours per week for 38 weeks term time plus 25 hours worked during school closure ( 20 x 38) + 25 = 785 working hours per year).

$$\frac{785}{1694} = 46.34\% \text{ fte}$$

### Calculating Total Full Time Working Hours

(Weekly hours x weeks per year) – annual holiday entitlement (in hours)

- Weekly hours = 37 (equivalent to 7.4 hours per day, 5 days per week)
- Weeks per year is calculated by averaging the number of days per year over a 4-year period and dividing by 7, as follows:

$$\frac{(3 \times 365 \text{ days}) + 366 \text{ days}}{4} \div 7 = 52.179 \text{ weeks per year (average)}$$

- Annual holiday entitlements (correct as of 1<sup>st</sup> April 2013):

Salary Level		Below 5 Years Service		Above 5 Years Service	
		Days	Hours	Days	Hours
Grades 1 – 9	Annual leave	24		29	
	Public holidays	8		8	
	TOTAL	32	237	37	274
Grades 10 – 11	Annual leave	26		31	
	Public holidays	8		8	
	TOTAL	34	252	39	289
Grades 12 – 18	Annual leave	27		32	
	Public holidays	8		8	
	TOTAL	35	259	40	296



- Table identifying the annual working hours of a full-time year round employee.

Salary Level		Under 5 Years	Over 5 Years
Grades 1 – 9	Weekly Hrs x Weeks per year	1931	1931
	Holiday Entitlement in Hours	237	274
	Annual Working Hours	<b>1694</b>	<b>1657</b>
Grades 10 – 11	Weekly Hrs x Weeks per year	1931	1931
	Holiday Entitlement in Hours	252	289
	Annual Working Hours	<b>1679</b>	<b>1642</b>
Grades 12 – 18	Weekly Hrs x Weeks per year	1931	1931
	Holiday Entitlement in Hours	259	296
	Annual Working Hours	<b>1672</b>	<b>1635</b>



## **Appendix E: Working During School Closure Periods**

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### **Work during School/College Closure Periods (including INSET days)**

Employees who are contracted to work during these 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/College, Head Teachers/Principals are advised to agree a plan of working time with the employee concerned, as far as possible in advance of the school closure period they are required to work.

### **Disaggregated INSET days**

Where INSET days are disaggregated, support staff who work part time can only be required to attend on a pro rata basis, on their contracted hours/days worked per week. When planning the timing of the disaggregated sessions, consideration will also need to be given to the employees' other commitments.



## **Appendix F: Residential Field Study Courses and Educational Visits**

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### **Residential Field Study Courses**

Support staff are not contracted to attend residential courses, therefore there is no requirement for them to undertake these duties. If an employee agrees to attend a residential course they will receive their normal days' pay and additional payment for any additional hours worked in accordance with the working additional hours schedule (Appendix C).

A further payment should then be made for each night where there is a need for extended supervision; the appropriate rate of pay will be paid for the duration of the supervision period. If a member of support staff is required to be "on call" at night, the sleeping in allowance as stated in (Appendix C) will be paid. Out-of-pocket expenses should also be reimbursed.

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.

### **Educational Visits with Pupils**

If an employee's job description includes the requirement of attending educational visits with pupils and students they will receive their normal days' pay and in addition payment for any additional hours worked in accordance with the working additional hours schedule (Appendix C). Out-of-pocket expenses should also be reimbursed.

If an employee's job description does not include the requirement of attending educational visits with pupils and student they may agree to attend and if so will receive their normal days' pay and in addition payment for any additional hours worked in accordance with the working additional hours schedule (Appendix C). Out-of-pocket expenses should also be reimbursed.

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.



## Appendix G: Local Conditions of Service for Premises Officers

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### Scope

This 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. They will hereafter be called “Premises Officer”.

The agreement covers the following areas:

- Lettings
- Additional Hours
- Overtime
- Contractual Overtime
- Heating Care and Security
- Emergency Call Outs
- Health and Safety

### Lettings

A letting is defined as any pre-planned activity (i.e. educational, community, sport based) that is undertaken outside of normal school/academy hours.

There are two methods by which reimbursement for undertaking a Letting can be made:

- Based on the payment for additional hours worked; or
- Based on the payment of a letting fee

The method of payment to be used shall be agreed at the commencement of employment, or prior to individual pieces of work being undertaken.

#### Based on the payment for additional hours worked

Additional hours worked allied to a letting are to be paid at overtime rates in accordance with the LCC Agreement on Overtime (Appendix C), at the rate of Pay Point 13.

On occasions when more than one member of the Premises Support Team are required to undertake a letting it would be appropriate for this method to be used.

The hours to be worked must be agreed in advance.

#### Based on the payment of a letting fee

Payment for unattended and attended letting fees will be subject to any pay award adjustment to Pay Point 13 on the LCC pay scales. The fee payable is a flat rate fee, and is not enhanced in any way by the number or type of rooms in use during the period of the letting.

*Unattended:* the fee payable for a letting will be for opening, closing and up to 1-hours work allied to the letting. The premises officer is not required to remain on the premises or be “on call” during the period of the letting.

*Attended:* the fee payable for a letting will be for opening, closing and up to 1-hours work allied to the letting, but also included is the requirement for the premises officer to be in attendance for the

duration of the letting to ensure the safe keeping of the property and being available for the hirers at all times or in case of an emergency.

The 1-hour of work included in the letting fee can only be done before or after the letting, not whilst the letting is in progress. (NB: If there is a requirement for premises officers to undertake their normal duties whilst in attendance at a letting then their normal rate of pay and overtime enhancements should be paid instead of the letting payments.

Additional hours worked over and above the 1-hour included in the letting fee will be paid at the appropriate overtime rate in accordance with the LCC Agreement on Overtime (Appendix C) and at the rate of Pay Point 13.

#### *Letting Fees*

		Unattended		Attended	
Mon - Fri	18:00 - 22:00	£17.36	2 units per 4 hr block	£26.04	3 units per 4 hr block
Sat	06:00 - 22:00	£26.04	3 units per 4 hr block	£39.06	4.5 units per 4 hr block
Mon- Sat	From 22:00	£17.36	2 units per 2 hr block	£26.04	3 units per 2 hr block
Sun	All day	£17.36	2 units per 2 hr block	£26.04	3 units per 2 hr block

(NB: the rate used is based on multiples of pay point 13 – currently £8.68 per hour).

Good practice has established that under normal circumstances the Premises Officer is notified at least one week in advance about activities that are being undertaken within the establishment or on the premises. It is strongly recommended that agreement is reached between the Premises Officer and the Head Teacher, before a letting is undertaken (preferably at the time of the letting being booked), as to the amount of additional time, if any, to be worked.

When a letting overruns the booked time the Premises Officer must inform the Head Teacher as soon as practicable. It will be the responsibility of the school / academy to inform the Organising Body of any additional cost. The Premises Officer will claim for all of the additional hours (s)he is required to work, or the additional letting fee (the payment of either additional hours or letting fee should be agreed in advance).

On no account must a Premises Officer accept “payment in kind” or cash from the hirer for additional hours worked.

Lettings may be deemed to be ‘contractual’ if they meet the criteria of the definition of Contractual Overtime (See below).

#### **Contractual Overtime**

Eligibility to receive contractual overtime applies if the overtime occurs as part of a programmed / rostered requirement on a regular basis (e.g. weekly) for a minimum of 1 term.

The earnings from contractual overtime will be taken into account for the payment to be made when the premises officer is on sick leave or annual holiday only if the premises officer had been rostered to work the overtime during the period of sickness or annual leave. The payment for overtime would need to be claimed by the employee.

In circumstances where there is more than one premises officer in the premises support team, the senior member of the team will ensure that the overtime is covered.

All overtime will be deemed to be contractual to the rostered member of the team who undertakes the role of the responsible person. Others undertaking cover duties or required to provide assistance do not have a “contractual” entitlement.

### **Emergency Call Outs**

On appointment the Premises Officer will be advised 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 “on-call” or contactable at all times, as the “emergency call-out” list should contain a minimum of 4 names.

In the event that a Premises Officer is called out a minimum payment of 2 hours at Pay Point 13 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.

Enhancements to the rate of pay will be applied to the hours worked and will be based on those which are contained within the LCC Agreement on Overtime (Appendix C).

### **Health and Safety**

Whilst employers do have a duty of care to ensure that their employees work as far as reasonably practicable in a healthy and safe environment, all employees have a duty to ensure that they undertake their duties in accordance with all policies, practices and procedures as defined within 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 care in ensuring their safety and must ensure that they do not undertake any activity that will endanger their physical well-being.

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.

The school should ensure that an employee who is required to attend “emergency call-outs”, undertake heating care and security duties, or work alone or in isolated buildings, has access to the use of a mobile telephone and/or will be reimbursed for work-related use of their own mobile phone.

The emergency call-out list should contain 4 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).

NB: A similar arrangement should exist for Premises Officers who have to maintain the bunkers of solid fuel boilers both during and outside of working hours.

When attending an “emergency call-out” an employee should not be accompanied by family member(s) or friend(s). The only individuals who should be in attendance at a “call-out” are another employee of the school, or the Police, or a security officer from the school’s alarm company.

When establishing the hours of work of a Premises Officer, account should be taken of the requirements of the Working Time Regulations