

Maplewell Hall School



Support Staff Pay Policy

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This policy applies to support staff within Maplewell Hall 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 Governing Body/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. Maintained schools are in line with LCC’s pay and grading structure.

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 re-evaluation 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 1st April will receive an increment on the following 1st April and at 12-month intervals thereafter until the maximum of the grade is reached.

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 or 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.

For Nursery Nurses (NNEB's) who are contracted to work 52 weeks per year, salary will be paid in line with all year-round employees. Such employees are obliged to take any annual leave entitlement during school closure periods.

The calculation of salaries for employees working term time only or annualised hours will be applied to all support staff within the school (NB. This does not apply to posts such as NNEBs who are currently on 52-week contracts, see above 6.2).

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

$$\frac{17.5 \text{ (hours worked)} \times 39 \text{ (weeks worked)}}{1686 \text{ (Total full time working hours)}} = 40.48\% \text{ FTE}$$

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.

$$\frac{(20 \text{ hours worked}) \times 38 \text{ weeks worked} + 25 \text{ add. hours} = 785 \text{ working hrs per year}}{1686} = 46.56\% \text{ FTE}$$

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	
37 hrs x weeks per year (Contracted Year in Hours)	1931
Holiday Entitlement (in Hours) 30 days annual leave plus 8 Public Holidays	282
FT Working Hours	1649
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	
37 hrs x weeks per year (Contracted Year in Hours)	1931
Holiday Entitlement (in Hours) 32 days annual leave plus 8 Public Holidays	296
FT Working Hours	1635
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	
37 hrs x weeks per year (Contracted Year in Hours)	1931
Holiday Entitlement (in Hours) 33 days annual leave plus 8 Public Holidays	304
FT Working Hours	1627

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) the school will remunerate the employee in accordance with the school's schedule of overtime payments for all additional hours worked as outlined in the table below.

Additional Hours (commonly referred to as "overtime") are any hours worked over an employee's **contracted** hours.

Grades 1- 9

Post 2012 T&C's:

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

Day Rate

Monday - Sunday

Day: Plain time

Night: Plain time + Night Premium (see below)

Overtime rates apply either: on 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:

Post 2012 T&C's:

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 15-17

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.

Some schools may choose to disaggregate some or all of the days and allocate the hours throughout the year on the 190 days as inset sessions.

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. Night Premium

A premium of 25% of pay point 7 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.

11. Sleeping In Allowance

Employees required to sleep in on the premises shall receive an allowance as set out below.

This allowance covers the requirement for an employee to sleep in and up to 30 minutes call out per night, after which the "additional hours" provisions will apply and the night premium will be paid for all hours worked between midnight and 5am.

The rates of allowances are agreed nationally, the current rate is **£40.76** per duty as of 1st April 2023.¹

12. Designated First Aider Payments

All designated first-aiders (but not appointed persons) will receive an allowance of 1% of the salary for pay point 5, pro rata to hours worked². The allowance will not be used in calculating any enhancements.

13. 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 an additional payment for any additional hours worked in accordance with the "Working Additional Hours" section above.

A further payment will 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 above 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, 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.

¹ Subject to change in line with the National joint Council for Local Government Services Payscales & Allowances

² Collective agreement on conditions of services Sept 1999

14. 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.

15. Salary Sacrifice Arrangements

The school will provide for salary sacrifice arrangements as identified below: (Insert details below):

Typical examples of such schemes are:

A childcare voucher or other childcare benefit scheme;
a cycle or cyclist's safety equipment scheme

Employees participating in any such arrangements will likely see their gross salary being reduced accordingly for the duration of such participation in a scheme, and in line with the agreements required for the salary sacrifice arrangement.

Local Conditions of Service for Premises Officers

1. 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. Lettings
2. Contractual Overtime
3. Emergency Call Outs
4. Health & Safety

2. Lettings

Definition

Lettings – Any pre-planned activity i.e. Educational, Community, Sports Based that is undertaken outside of normal School hours.

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

1. Based on the payment for additional hours worked.

Or

2. Based on the payment of a letting fee.

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

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/Principal 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/Principal as soon as practicable. It will be the responsibility of the School to inform the Organising Body of any additional cost. The Premises Officer will claim for the all the additional hours she/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 for additional hours worked from the Hirer.

Lettings may be deemed to be 'contractual' if they meet the criteria of the definition of Contractual Overtime (Paragraph 5).

Payment for Additional Hours Worked.

Additional hours worked allied to a letting are to be paid at pay point 9 in accordance with the LCC Agreement on Working Hours).

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.

Payment by Letting Fee.

Payment for unattended and attended letting fees will be subject to any pay award adjustment to Pay Point 9 on the Leicestershire County Council 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 ONE hour's work allied to the letting. This one hour of work can only be done before or after the letting, not whilst the letting is in progress. 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 ONE hour's work allied to the letting, 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 to the Hirers at all times or in case of an emergency.
- The one 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 their normal rate of pay (subject to paragraphs 3 & 4 below) should be paid instead of the letting payments.

Additional hours worked allied to the letting over and above the one hour included in the letting fee will be paid in accordance with this document and at the rate of Pay Point 9.

Attended with Maintenance – The fee payable for a letting will be for opening, closing, work allied to the letting and undertaking required maintenance to the property.

Unattended Letting Fees:

Monday to Friday	6.00 pm – 10.00 pm	£24.76	2 units per 4 hr block
Saturday	6.00 am – 10.00 pm	£37.14	3 units per 4 hr block
Monday to Saturday	From 10.00 pm	£24.76	2 units per 2 hr block
Sunday	All day	£24.76	2 units per 2 hr block

Attended Letting Fees:

Monday to Friday	6.00 pm – 10.00 pm	£37.14	3 units per 4 hr block
Saturday	6.00 am – 10.00 pm	£55.71	4.5 units per 4 hr block
Monday to Saturday	From 10.00 pm	£37.14	3 units per 2 hr block
Sunday	All day	£37.14	3 units per 2 hr block

NB The rate used is based on multiples of Pay Point 9 (currently £12.38 per hour).

Attended Letting with Maintenance Fees

	Payment
Mon – Fri	Plain time
Sat – Sun	Plain time
Bank Holiday	Plain time plus TOIL
Night	Time + Night Premium

3. Contractual Overtime

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

The earnings from contractual overtime will be considered for a 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.

4. 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 Pay Point 9 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.

5. 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.

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 attend a 'call out' are, another employee of the school, the Police or a Security Officer from the school's alarm company.

When establishing the hours of work of Premises Officers, account should be taken of the requirements set out in the Working Time Regulations.

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

April 2023 - March 2024

Grade	Pay Point	Salary from 1 April 2022	Hourly Rate 1 April 2022	Salary 1 April 2023	Hourly Rate 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
	4	£20,604	£10.67	£22,530	£11.67
4	5	£20,817	£10.78	£22,743	£11.78
	6	£21,006	£10.88	£22,932	£11.88
5	7	£21,192	£10.98	£23,118	£11.97
	8	£21,579	£11.18	£23,505	£12.17
6	9	£21,972	£11.38	£23,898	£12.38
	10	£22,374	£11.59	£24,300	£12.59
7	11	£22,782	£11.80	£24,708	£12.80
	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
8	15	£24,501	12.69	£26,427	£13.69
	16	£25,413	£13.16	£27,339	£14.16
	17	£25,881	£13.41	£27,807	£14.40
	18	£26,850	£13.91	£28,776	£14.91
9	19	£27,858	£14.43	£29,784	£15.43
	20	£28,374	£14.70	£30,300	£15.69
	21	£29,445	£15.25	£31,371	£16.25
	22	£30,078	£15.58	£32,004	£16.58
10	23	£31,134	£16.13	£33,060	£17.12
	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

	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
13	35	£44,478	£23.04	£46,404	£24.04
	36	£45,882	£23.77	£47,808	£24.76
	37	£47,358	£24.53	£49,284	£25.53
	38	£48,939	£25.35	£50,865	£26.35
14	39	£50,454	£26.13	£52,413	£27.15
	40	£52,062	£26.97	£54,084	£28.01
	41	£53,769	£27.85	£55,857	£28.93
	42	£55,614	£28.81	£57,774	£29.93
15	43	£57,354	£29.71	£59,580	£30.86
	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
17	51	£77,178	£39.98	£80,175	£41.53
	52	£80,526	£41.71	£83,652	£43.33
	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.