

Protection Policy

1 Introduction

- 1.1 The protection arrangements set out below are offered by the council having regard to the need to ensure the viability and sustainability of services in a climate of increasing financial constraint.

2 Scope of Policy

- 2.1 This policy applies to all staff (with the exception of teachers) whose pay is reduced as a result of being redeployed from a redundant post, to a post which is **within two salary grades** of his/her former substantive post.

3 Protection of Salary

- 3.1 If the new post attracts a lower level of normal contractual pay, the redeployee will be assimilated at the top of the grade of the new post and will be entitled to receive protection in respect of normal contractual pay.

4 Calculation of the Salary Protection Payment

- 4.1 The annual protection payment will be the difference between the employee's normal contractual pay in the former post and the normal contractual pay of the new post.
- 4.2 Other payments such as acting up payments, additional salary when on secondment, and non-contractual overtime will not be included in the calculation of the salary protection payment.
- 4.2 In cases where the hours of the new post differ from those of the employee's former post, the hourly rate before and after the change will be used to calculate the protection payment.
- 4.3 The protection payment will be re-calculated to take account of any increase in the employee's normal contractual pay in the new post during the period of protection e.g. as a result of any annual pay awards etc. This means that the protection payment will reduce in line with any such increase in the employee's level of remuneration during the period of protection.

5 Period of Salary Protection

- 5.1. The employee will be entitled to receive a salary protection payment for a maximum period of 2 years from the date of re-deployment. The employee will receive 100% protection of their normal contractual pay for the first year and 75% protection of their normal contractual pay for the second. However, the protection payment will cease within the two year period in the event of

the employee's normal contractual pay reaching or exceeding the level immediately prior to the re-deployment taking effect.

6 Protection of Other Terms and Conditions

- 6.1 The employee will be subject to the terms and conditions applicable to the post into which he/she is re-deployed. However, where an employee enjoyed protection of specific terms and conditions of service in his/her substantive post, such protections will continue and will be subject to the terms on which they were originally agreed under the former contract.

7 Subsequent Transfer to another Post

- 7.1 In the event of a re-deployed employee accepting another post with a higher level of normal contractual pay during the protection period, any protection payment still being received at that time would be reduced to reflect the higher pay in the new post.
- 7.2 Protection of any other terms and conditions would cease automatically with effect from the date of transfer to the new post.

8 Funding the Cost of Protection

- 8.1 The cost of the protection payment will be borne by the original service.