

8th July 2021

Dear Colleagues

Support Staff Update – Harmonisation Process

As you are aware the Trust has been undertaking a harmonisation process, which commenced in 2018, with two distinct elements. The first piece of work relates to the harmonisation of terms and conditions for all support staff across the Trust, moving away from having seven sets of terms and conditions for our employees, despite being a single employer. We have been working very closely with our Union colleagues across GMB and Unison to ensure that the terms and conditions reflect recent legislation which has impacted during the period from 2014 when colleagues moved over to the Trust from their Local Authority and are appropriate for the Trust going forward.

The majority of the changes were collectively agreed, but two elements remained outstanding. The challenges we have had in finalising the terms and conditions is the breadth of arrangements in place for holiday entitlement and redundancy multipliers which vary significantly across the Trust and on these points only we were not able to collectively agree the new terms and conditions with our Union colleagues. We did offer however an extended period of protection of two years for those affected negatively by any changes. The Unions undertook a ballot of members and one union returned positive support for the new terms, with the protections in place and one rejected.

Following further discussions, we have agreed that as a Trust we will move forward on the introduction of the new terms and conditions for all support staff, which will be operational from September 2021 and if you are a staff member affected negatively by the changes, we will be in touch with you personally to outline the impact and the protections in place. A copy of the Final Terms and Conditions is attached for your information.

The second stage of the process is the harmonisation of both job roles and associated pay grades, using a Trust adopted Job Evaluation Scheme. This process will seek to ensure that a Teaching Assistant in a Trust school in Bournemouth and a Teaching Assistant doing the same job role in a school in Cornwall will be on the same pay band, which is not the case currently due to the differences in the Local Authority Job Evaluation Schemes. We have spoken to the Unions about supporting their drive for national job roles for support staff in schools, with associated pay grades as we have for our teaching staff, but in the meantime,

we have an obligation as an employer to address pay discrepancies and promote equal pay for equal work within the Trust.

To date we have developed standardised job profiles in line with those developed nationally by the support unions and with working groups reviewed and amended these to reflect the requirements of our schools. These have been independently scored by an external expert team using a recognised Job Evaluation Scheme for school support staff. The next stage of the process, which will commence in September is to discuss these job roles with groups of staff within schools and take feedback on how well these reflect what schools expect of staff and what is actually done at the moment by our staff. This will enable us to amend and update where necessary so that we can finalise the roles and move to the next stage of confirming salary bands. This work will be undertaken with Union involvement.

I would like to take this opportunity to thank you for everything you have done for your school and the Trust in what has been a very difficult year and look forward to engaging with you as part of phase 2 in the new school year.

Yours Sincerely

HR Department



Plymouth CAST Book

Terms and Conditions

for

Support Staff

Last Update: April 2021 (version 1.0)

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DOCUMENT CONTROL

Changes History

Version	Date	Amended by	Recipients	Purpose
1.0			All Plymouth CAST staff	New Policy

Approvals

This policy requires the following approvals:

Board	Chair	CEO	Date Approved	Version	Date for Review

National/Local Policy

☐ This policy must be localised by Academies

☐ This policy must not be changed, it is a CAST/National Policy (only change logo, contact details and any yellow highlights)

Position with the Unions

Does the policy require consultation with the National Unions under our recognition agreement? ☐ Yes ☐ No

If yes, the policy status is: ☐ Consulted and Approved ☐ Consulted and Not Approved ☐ Awaiting Consultation

Distribution

This draft document has been distributed to:

Position	Date	Version

REMUNERATION

Pay and Grading

The Trust's Pay and Grading Structure, including job evaluation and role profiles are unchanged by this agreement.

Working week and normal working day

The normal working week is defined as Monday to Saturday (six-day week).

The normal hours of operation within the normal working week are 06:00 to 20:00 for which normal time is applied, subject to overtime and 'TOIL' arrangements (Please see Plymouth CAST TOIL Policy for details).

Standard Working Day

The standard working day, for the purposes of calculations, is 7.4 hours. The standard working week is 37 hours (1 full-time equivalent (FTE)).

An hourly rate is calculated as: -

Basic FTE annual salary divided by 52.143 and divided by 37.

Overtime

When working time exceeds 37 hours in one week running from Monday to Sunday, one of the following options will apply and will be subject to prior management approval.

1.4.1 Time over 37 hours in one week (Monday to Saturday) to be taken as time in lieu.

1.4.2 Overtime is payable for time worked over 37 hours in one week running Monday to Saturday, at time and a half and double time for Sundays and Public Holidays.

1.4.3 For roles on Grade I and above no overtime will be applied. It is the expectation that there will be a level of flexibility on time worked to fulfil the role.

Bank/Public Holiday Working

Working Bank/Public Holidays and/or Sunday where absolutely necessary will be paid as overtime unless it is normal contracted hours.

Call-out allowances

Call-out rates will be paid for emergency callouts only between the hours of 20:00 and 06:00 at time and a half with a minimum payment of 2 hours for each call out.

1.7 Overnight Residential Trips

A one-off payment of £50.00 (subject to normal deductions) will be made for each night on a residential stay. These payments will be processed in line with HMRC regulations.

INCREMENTS AND GRADE MOVEMENTS

New Starter Pay

All new starters will be placed on the pay scale appropriate to their skills and experience. The top SCP of a grade should not be used as a starting salary, to ensure that an employee completes a successful probation and appraisal allowing the opportunity for an annual increment to be awarded.

Internal role movements

For internal transfer between roles,

- Movement from one role to another at the same grade: the existing spinal column point shall be applied. This change should not impact incremental progression.
- Movement from one role to another at a lower grade: the top spinal column point of the lower grade shall be applied.
- Movement from one role to another at a higher grade: the bottom spinal column point of the new grade shall be applied.

Annual increments

As per the Plymouth CAST Appraisal Policy, employees who are currently under an informal or formal capability process will not receive an annual increment on 1st September for that financial year.

Incremental progression within a grade is awarded annually until the maximum spinal column point is reached within the grade of the role. This is not an automatic right and increments can be withheld. New employees will be granted their first increment on 1st September where they have at least 6 months service in the grade.

PAYMENTS FOR OTHER DUTIES

Acting-Up Allowance

Employees who act up in the absence of more senior colleagues for a continuous period shall be entitled to be paid the salary of the higher graded job and at the lowest spinal point of the band– or a proportionate allowance where they are not undertaking the full duties and responsibilities of the higher graded post.

This arrangement must not exceed 3 months.

Employees who support the Trust in covering absences on a short-term basis, will be expected to fulfil tasks in line with their current grade.

First Aid Allowance

A first aid allowance of £180 will be paid per year for designated first aid officers, provided they are formally recognised as first aid officers and maintain a current first aid certificate. The value of this allowance will be reviewed on an annual basis but is not linked to the NJC pay award.

TRAVEL AND RELATED EXPENSES

See the Plymouth CAST Expenses policy.

ANNUAL LEAVE

Leave year

The annual leave year for each employee will run from September to August.

Leave Entitlement

The annual leave entitlement is 28 days for a full-time employee (pro rata for part-time workers).

The Bank/Public Holidays (pro rata for part-time workers) during the calendar year are in addition to this entitlement. No carry over from previous employer is permitted.

Existing employees as of 31st August 2021 with annual leave days higher than 28 days will have their current allowance protected for 2 years. These employees will move to 28 days annual leave from 1st September 2023.

See appendix 1 for a breakdown of total paid weeks.

Carry-forward of annual leave (where applicable)

Employees may carry forward 5 days unused annual leave (pro rata for part-time employees) which must be taken within the next annual leave year subject to prior management approval.

SICKNESS AND MEDICAL APPOINTMENTS

Sick pay

Sick pay will be paid as per national terms and conditions, dependent on length of service. The entitlements aligned to continuous service are as follows:

Length of Service	Period of Full Pay	Period of Half Pay
During 1 st year	1 month	2 months *
During 2 nd year	2 months	2 months
During 3 rd year	4 months	4 months
During 4 th and 5 th year	5 months	5 months
After 5 th year	6 months	6 months
Industrial Injury	Separate, but as	Not applicable

* after 4 months' service

Medical appointments

See Plymouth CAST Special Leave Policy

OTHER STATUTORY ENTITLEMENTS

For the following points, please refer to the Plymouth CAST Family Friendly Policy and Procedure

Maternity Leave

Maternity Pay

Paternity Pay

Shared Parental Leave

Shared Parental Pay

7.7 Parental Leave

7.8 Adoption Entitlements

7.9 Arrangement for adoption

7.10 Arrangement for IVF and Fertility Treatment

8 FAMILY SUPPORT LEAVE

For the following points, please refer to the Plymouth CAST Special Leave Policy.

8.1 Death

8.2 Sickness of a dependent

8.3 Special leave

8.4 Public Duties

9 PROBATIONARY PERIODS

Probationary periods apply for all support staff roles.

Employee Group	Length of Probationary Period
School Based Employees- Grade A to H	12 Working Weeks
Central Office Employees- Grade A to H	12 Working Weeks
School Based Employees- Grade I and above	24 Working Weeks
Central Office Employees- Grade I and above	24 Working Weeks

10 REDUNDANCY

10.1 Redundancy Pay

In the event of redundancy, statutory redundancy pay will be paid using actual weekly pay.

Existing employees as of 31st August 2021 who currently have more favourable redundancy multiplier terms will be protected for 2 years from 1st September 2021. These employees will revert to statutory pay calculations using actual weekly pay from 1st September 2023.

11 SALARY PROTECTION

In the case of a staffing restructure, employees taking on a suitable alternative role paid at a lower grade, will have salary protection for 12 months from the start date of the new role.

12 NOTICE PERIODS

12.1 Notice by the employee

Salary Scale Points	Notice Period
For all roles- Grade H and Under	4 Weeks
For all roles- Grade I and Above	8 Weeks (Subject to negotiation)

12.2 Notice by the employer

Length of Service	Notice Period
One month, but less than two years	Not less than one week
Two years, but less than twelve years	Not less than one week for each year of service
Twelve years or more	Twelve weeks

APPENDIX 1- PAID WEEKS CALCULATIONS

Working Weeks (Weeks)	Annual Leave (Days)	Bank Holidays (Days)	Total Leave (Days)	Total Leave Converted in Weeks	Total Paid Weeks (Working Weeks Plus Leave)
38 (No Inset Days)	28	8	36	7.2	45.2
38.2 (1 Inset Day)	28	8	36	7.2	45.4
38.4 (2 Inset Days)	28	8	36	7.2	45.6
38.6 (3 Inset Days)	28	8	36	7.2	45.8
38.8 (4 Inset Days)	28	8	36	7.2	46
39 (5 Inset Days)	28	8	36	7.2	46.2
40 (Term Time plus 2 Weeks)	28	8	36	7.2	47.2
41 (Term Time plus 3 Weeks)	28	8	36	7.2	7.2
42 (Term Time plus 4 Weeks)	28	8	36	7.2	49.2
43 (Term Time plus 5 Weeks)	28	8	36	7.2	50.2
44 (Term Time plus 6 Weeks)	28	8	36	7.2	51.2
52.143 (All Year Contract)	28	8	36	7.2	52.143