

Human Resources

PAY PROTECTION

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South Yorkshire
Fire & Rescue
WORKING FOR A SAFER
SOUTH YORKSHIRE

PAY PROTECTION

INTRODUCTION

1. South Yorkshire Fire & Rescue (SYFR) believe that an integral feature of any successful organisation is its ability to identify the need for change and to manage that change whilst taking into account management objectives as well as the aspirations and well being of its employees.
2. As a member of the Dignity at Work Partnership¹, SYFR is committed to promoting a positive working environment where the dignity and respect, to which all employees are entitled, is not undermined. No employee should be treated less favourably on the grounds of race, gender or gender reassignment, disability, sexual orientation, religion or spiritual belief, colour, nationality, national or ethnic origin, marital/parental status, family ties, trade union or political belief, hours worked, or any other reason, either directly or indirectly.
3. This policy applies to all Support Staff.
4. The purpose of this policy is to confirm the amount of pay protection that will be afforded to employees in the following circumstances:
 - Where grades have been reduced following the job evaluation process.
 - The reasonable redeployment to a post of a lower grade in cases of potential redundancy - will apply only to 'ring-fenced' employees who are affected by structural changes consequent upon any reorganisation.
 - Management initiated change which results in a change to working pattern as a result of a reduction of contracted hours, and therefore a reduction in pay, whether or not downgrading is involved, will also count for pay protection in the appropriate category.
 - South Yorkshire Fire and Rescue may consider adopting the Pay Protection Policy for application when redeployment takes place on medical grounds.
5. This policy will not apply in cases of demotion or transfer as a result of disciplinary processes relating to conduct, performance & capability issues or where the move is at the personal request of the employee.

PROTECTION OF BASIC PAY

6. Pay will be frozen at the amount that the individual was receiving at the time of the change. The length of the protection period is determined based on percentage loss of contractual earnings. Non-contractual earnings such as overtime are excluded. No increments will be paid whilst the individual is on a protected salary.
6. The pay protection will start from the date of commencement in the new post or new working arrangements.

¹ The Dignity at Work Partnership is a partnership between the Government, Unite (the UK's largest union) and major public and private sector organisations. For further information, see www.dignityatwork.org

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7. The table below sets out the length of protection:

% LOSS	MONTHS PROTECTION
Under 12%	12
12-16%	18
17-21%	24
22-26%	30
27%+	36

8. In circumstances where pay protection has been applied as a result of a job evaluation exercise and where an individual was in receipt of an honorarium for undertaking additional duties within their substantive post at the time of the change, pay protection will be applied to the total amount of pay received (including the honorarium amount). The additional duties must have been formally agreed as a permanent change to the job description at the time of issuing the honorarium and should still be relevant at the time of evaluation. It should be noted that the job evaluation process will take into account any additional duties and therefore negates any further claim for continuance of an honorarium after assimilation to a new grade.
9. National pay awards will be frozen at the employees protected salary but will be applied to the new salary.
10. In circumstances where pay protection has been applied as a result of a job evaluation exercise; honorariums, as described in paragraph 7 will cease from the date of assimilation to the new grade.
11. When the period of pay protection has expired the individual will be paid the appropriate salary for their new grade.
12. The salary level payable for the lower level post will be at the highest point of the salary range of the lower level post.
13. If during the period of pay protection, the highest point of the salary range for the lower level post reaches or exceeds the frozen salary level due to increases as a result of National Pay Awards, the individual will be automatically assimilated to this point.
14. Protection will cease if the individual is successful in obtaining a new post within the organisation.
15. In cases where an employee has been redeployed to a post of a lower grade in accordance with paragraph 4 above, the Organisation will make every effort to identify, and where appropriate, consider them for suitable vacancies that are equal in grade to their original post. Individuals will however be subject to the Organisation's standard selection procedures.

PAY FOR NON-STANDARD HOURS

16. Where entitled, pay for the following will be calculated on the highest point of the salary range for the lower grade:

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- Working additional hours
- Working on public holidays
- Working unsocial hours

PENSION

18. Members of the Local Government Superannuation Scheme may apply to have their membership at the higher rate of pay treated as preserved membership. Individuals are encouraged to seek further advice from the Pensions Advisory Service which is operated by the Pensions Authority, South Yorkshire Joint Secretariat, PO Box 37, 18 Regent Street, Barnsley, S70 2PQ.

APPEALS

21. Appeals arising out of the application of this policy shall be dealt with according to the provisions of the South Yorkshire Fire and Rescue Grievance Procedure and Guidance.

***If you require any further guidance on this Policy please contact
Human Resources***