



Protection Policy

1. Introduction

This policy took effect from 1 August 2006 and applies to all University employees. It supersedes all previous policies regarding protection of pay, terms and conditions. It applies where, with effect on or after 1 August 2006, the grade of an employee's existing job is reviewed or an employee is required by the University to move to another, lower-graded, job due to restructuring and/or to avoid redundancy, where either:

- a) the new grade has a normal pay range¹ that is lower than the employee's previous salary (sections 2 and 3 below apply)
- b) the previous salary is within the normal pay range for the new grade, but the top of that range is lower than the top of the normal pay range for the previous grade (section 2 below applies)
- c) the combination of the new salary and new contractual allowances and/or contractual overtime payments is lower than the total previous salary inclusive of previous such allowances (section 4 below applies)
- d) The new terms relating to sick pay or annual leave are less beneficial than the previous contractual terms (section 5 below applies)

For the purposes of this policy, the following definitions are used:

- 'New grade' – the grade of the job following review or the grade of the job to which the employee has been moved
- 'Previous grade' - a job's previous grade or the grade of an employee's previous job
- 'Effective date' - the date on which the revised grade or the job move takes effect
- 'Previous salary' - the employee's salary immediately prior to the grade review or job move (see section 4 for treatment of allowances)

2. Support and Development

This section applies to 1a) and b) above only.

- a) Where appropriate to the needs of the School/Support Department and the abilities of the employee, all reasonable efforts will be made to increase the responsibilities of the job to a level that merits regrading to a higher grade. This solution may end the need for pay protection. A decision will be taken on whether the job is likely to be able to be grown or not within six months of the employee knowing the new grade. (This may be deferred until up to six months after the outcome of any appeal is known, by mutual agreement.)

¹ The normal pay range excludes contribution points. All salaries and pay ranges will be calculated pro rata in the case of part-time staff

- b) If a) is not likely to be possible, the University will make all reasonable efforts to seek an appropriate alternative job for the employee at a grade equivalent to the previous grade. Likewise, the employee is expected to make all reasonable efforts to find such a job from those advertised by the University, to apply for and to accept the job, if offered. This may end the need for pay protection. If, however, an employee is offered a suitable, higher graded, job and declines it, pay protection will normally end.

In order to help find an alternative job, such employees will be guaranteed consideration if they apply for and meet the essential criteria for an internal vacancy.

- c) In addition, both the employee and his/her manager will make every effort to meet the criteria for a contribution point(s) and will apply, where eligible. Where successful, the award of one or more contribution points may reduce or end the need for pay protection.
- d) In support of a), b) and c) above, the manager and the employee will seek to agree a personal development plan to meet any training and development needs, with advice from their College/Support Group HR Advisor as appropriate. This will be organised as follows:
- The manager and the employee will meet to discuss personal development normally within one month and no later than three months after the new grade is known. This may be deferred until the outcome of any appeal is known by mutual agreement. The employee may be accompanied at this meeting by a work colleague or trade union representative for advice and support if they wish. On request of either manager or employee, a local College/ Support Group HR Advisor may also be involved in the discussion.
 - An initial personal development plan² should be in place normally within three months and no later than six months from knowing the new grade. This plan should be written by the relevant manager, with HR support where required, and signed-off by the manager, employee and relevant local College/ Support Group HR Advisor. In the first instance, the plan should be set for a period of 12 months, during which time it should be possible to achieve significant progress towards a), b) and/or c) above. Where necessary, the plan should be revised annually. The plan should include a statement of learning, training and/or development needs as appropriate, a programme of activity designed to meet these needs, measurable targets, a statement of resources required to enable the plan to be achieved and details regarding the provision of such resources (e.g. time to attend training).
 - The personal development plan and progress should be reviewed² approximately every six months, until the end of the protection period. Where it is agreed that the plan's objectives have been achieved, a new job description should be created and submitted for grading, reflecting the new role.

² The Unions have stated that, where the employee is a member of a recognised Union, the Union will be able to offer additional advice and development support in relation to this process. Further details are available from UNITE, UNISON or UCU.

3. Pay Protection

Where the new grade has a normal pay range which is lower than the previous salary, the employee will remain entitled to 'protected earnings' of no less than their previous salary plus nationally agreed pay awards until the earliest of:

- a. Three years from the effective date
- b. The end of the contract for the original job
- c. The date the employee is offered a suitable higher-graded post and declines it
- d. The date the job is upgraded or a new job is accepted where the normal pay range for the new grade reaches or exceeds the protected earnings

At the end of the pay protection period, where a), b) or c) applies, the employee's basic salary will reduce to the highest point of the normal pay range for the new grade. If d) applies, the employee's basic salary will move to a salary point on the new grade which is no lower than their previous salary.

4. Allowances and Overtime

Where the employee's previous salary included contractual allowances and/or contractual overtime and the total salary for the new grade or job, inclusive of any contractual overtime and/or allowances under the new terms and conditions, is less than the total previous salary, the following protection arrangements will apply.

- a) The contractual allowances and/or contractual overtime will be treated as being part of previous salary for protection purposes. If any allowance or overtime arrangement was for a limited duration, it would be considered as part of previous salary for that duration only.
- b) Subject to the above, the total previous salary will be protected for three years, as detailed in section 3, provided the employee continues to work on the same basis, i.e. the same working hours/pattern for which the allowance and/or overtime payment was previously made.
- c) Voluntary overtime, any new contractual overtime and any new allowances due will be paid based on the standard terms and conditions for the new grade.

5. Other Terms and Conditions

In relation to the implementation of new terms and conditions on 1 August 2006, protection arrangements apply to certain terms and conditions as follows:

- a) Sick Pay - where the sick pay entitlement applicable to the new grade is less than for the previous grade, the previous entitlement will be protected for three years, after which time the new entitlement will apply.

- b) Annual leave - where the annual leave entitlement applicable to the new grade is less than for the previous grade, the previous contractual entitlement will be protected for five years, after which time the new entitlement (inclusive of any long-service leave) will apply.
- c) Any local variations from the then current terms and conditions were superseded by the new terms and conditions with effect from 1 August 2006, and are not protected.

Review

This policy came into force on 1 August 2006 and was subsequently reviewed, without change by the CJCNC on 8 April 2009. It was reviewed in July 2016 for accuracy of organisational terminology and changes were agreed by the HR Policy Development Group. This policy will be reviewed to take account of any changes in legislation. In the absence of such a change, the policy will be reviewed by December 2018.

Alternative Format

If you require this document in an alternative format please contact UHRS@ed.ac.uk or telephone 0131 650 8127.