Policy on Pay Protection

1 The University recognises and values the contributions made by members of staff to its performance, and seeks to accommodate the interests of staff in pursuing its objectives. However, in the course of its business, it is sometimes necessary for the University to make decisions about its organisation which may have an adverse impact upon the jobs of one or more members of its staff. Where it can, the University will seek to mitigate any such adverse impacts, and the following policy sets out how the University will manage those cases in which the jobs of members of staff are down-graded as a result of a re-organisation of work, or where a member of staff is redeployed to alternative work within the University.

2 In each case, prior to the implementation of down-grading of an individual member of staff’s job, s/he will be given contractual notice of the down-grading. Members of staff who are redeployed at the end of a fixed term contract are notified when their contract is issued of the date of its expiry.

3 Where the job of a member of staff is down-graded such that the applicable salary would be less than the member of staff is earning immediately prior to the down-grading, the University will protect the salary of the member of staff for a maximum period equivalent to his/her length of service (subject to a maximum period of protection of no more than four years from the date of the down-grading) on a frozen salary basis, which means that the member of staff will receive no ‘cost of living’ pay awards, no increments, and no performance bonuses during the period of protection.

4 If, during the period of the pay protection, the frozen salary of the member of staff becomes equivalent to or less than the salary maximum for the new grade of his/her job, the member of staff will transfer from his/her frozen salary to the salary maximum for the new grade of his/her job and, from that point will receive ‘cost of living’ pay awards applicable to the grade/salary point.

5 If at the end of the period of pay protection, the frozen salary of the member of staff is still above the salary maximum for the new grade of his/her job, the member of staff will immediately transfer from his/her frozen salary to the salary maximum for the new grade of his/her job and, from that point will receive ‘cost of living’ pay awards applicable to the grade/salary point.

6 Paragraphs 3–5 above apply equally to members of staff who are declared to be at risk of redundancy and who are subsequently redeployed to an alternative post in order to mitigate the redundancy, providing that redeployment is to a post no more than one grade lower than his/her post immediately prior to the redeployment.

7 The University may at its discretion extend the provisions set out in paragraphs 3–5 above to individual members of staff who are redeployed for reasons other than down-grading of the individual’s job or redundancy.

8 The cost of salary protection will be borne by the School/Budget Centre in which the individual member of staff was based prior to any redeployment.

9 This policy is determined at the discretion of the University Council. It does not form part of the contract of employment between the University and its employees.

10 The operation of this policy will be reviewed after a period of three years.

Approved by Council November 2008

Footnote: As part of the 2011 local agreement on the pay award for bands 100 to 500 it was agreed that with effect from 1 March 2012, staff who are down-graded from grade 6 to band 500 may remain in USS as part of, and for as long as they remain on, pay protection. At the end of the pay protection period, if they have not secured a job which entitles them to remain in USS, they will no longer be permitted to remain in USS; and, if they meet the criteria for automatic pension enrolment, they will be enrolled into the qualifying workplace pension scheme for band 100 to 500 staff.