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POILEAS ALBA

## Pay Protection

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<b>Policy:</b>	Organisational Change
<b>Owning Department:</b>	People and Development
<b>Version Number:</b>	3.00
<b>Published Date:</b>	25/10/19
<b>Theme(s):</b>	Your benefits and entitlements Your work and life

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**Compliance Record**

<b>Equality Impact Assessment: Date Completed/Reviewed:</b>	27/05/2019
<b>Information Management Compliant:</b>	Yes
<b>Health and Safety Compliant:</b>	Yes
<b>Publication Scheme Compliant:</b>	Yes

**Version Control Table**

<b>Version</b>	<b>History of Amendments</b>	<b>Date</b>
2.01	Original version published	13/08/2014
3.00	Policy simplification.	25/10/2019

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# 1 Overview

## 1.1 What is this about?

1.1.1 As part of our responsibility to our people's wellbeing, and to ensure the organisation provides the best level of service, we often need to review and make changes. Sometimes, this may mean that an individual's role and/or salary may change.

1.1.2 The information here sets out the support available to staff who experience a detriment to their earnings as a result of organisational change. These principles do not apply to contractual changes which arise through business as usual (BAU).

## 1.2 Who is this for?

1.2.1 This is for authority/police staff.

## 1.3 Key information

- We will look at the difference between an individual's old total package and their new total package when deciding if they qualify for pay protection. We consider the base salary plus any contractual allowances (where applicable) to be the "total package".
- We offer pay protection if organisational change means:
  - an individual's role remains the same but their total package reduces;
  - an individual is moved to a different role with a lower total package; or
  - an individual is redeployed as an alternative to redundancy and the new total package is lower than the total package of the post they leave.
- Pay protection is the money we pay to minimise any negative financial impact, if staff are affected by one of the above criteria.
- Pay protection is only given if the new post is at the same grade or one grade below the old post. If an individual is redeployed into a post two grades or more below their original grade, pay protection will not apply and they will be placed on the top incremental point of the new pay grade.

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- Pay protection is based on substantive post and salary, including contractual allowances where applicable.
- The amount that is paid is the difference between the old total package and the new total package.
- We offer pay protection for a maximum of 12 months, in total.
- Pay protection does not apply to individuals in the redeployment pool. These individuals will continue to receive substantive salaries while in the pool which is known as 'salary preservation'. Contractual allowances, where applicable, will also be paid for a total of 12 consecutive months from the date of entry into the pool, after which they will cease.

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## **2 Officer/Staff**

### **2.1 What you need to do:**

- Raise any issues you may have identified which may impact on your pay protection e.g. a change in role/shift pattern.
- Speak to your manager or contact People Direct if you have any questions about pay protection.

### **2.2 Pay protection principles**

2.2.1 Pay protection is based on the principle of your pay remaining the same for a period of 12 months if you are matched, or secure redeployment, to a post where your total remuneration package reduces. It is only paid if the new post is at the same grade or one grade lower than your previous substantive post. You do not have to apply for pay protection – we will automatically pay it to you if you qualify. You will be advised in writing of any such payment.

2.2.2 Pay protection of your base salary is given on a cumulative, not continuous, basis. This means that if you need pay protection for less than 12 months (e.g. due to returning to the redeployment pool after temporary redeployment), you will still be entitled to the balance of the 12 months' pay protection at a later stage. For example, if you have pay protection for three months, then return to the redeployment pool, you will still be entitled to nine months' pay protection if you are redeployed again and still meet the qualifying criteria.

2.2.3 Pay protection of your contractual allowances is dealt with differently and is paid continuously for a period of 12 months, starting from the date you enter the redeployment pool.

### **2.3 Changing hours or shift pattern**

2.3.1 If you choose to reduce your hours or alter your shift pattern, we will recalculate your pay protection taking into account the change to your hours and associated allowances.

2.3.2 If you choose to increase your hours once in receipt of pay protection, we will either:

- reduce the amount of pay protection we give you (if your total package is still lower than the total package we were protecting), so that the total amount you receive each month is still the same; or

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- stop paying pay protection (if you now earn more than the amount that we were protecting) – as pay protection will no longer be needed.

2.3.3 The same principles apply if there is a change in your shift pattern.

### 2.4 New salary increases

2.4.1 If your new total package increases (e.g. as a result of cost of living salary increases), but is still lower than your original total package, we will continue to apply pay protection, but the overall value of the protection element will reduce so that the total that you receive in your pay is still the same.

2.4.2 If your new total package increases (e.g. as a result of cost of living salary increases), and becomes higher than your previous total package, we will stop giving you pay protection, as you will no longer need it.

### 2.5 Pension implications

2.5.1 The pay protection element of your salary is paid as a separate allowance, and is not pensionable. Pension contributions will be based on your new, lower salary as soon as you are moved onto this.

2.5.2 If your pensionable pay is reduced for reasons beyond your control (e.g. organisational change) in the last ten years before retiring, you will be issued with a Certificate of Protection. This means that your pension will be calculated on the pensionable pay you would have received, had the reduction to your salary not occurred. For more information, contact your pension fund administrator.

### 2.6 Income tax and National Insurance

2.6.1 The pay protection element of your salary is still subject to income tax and National Insurance contributions.

### 2.7 Redeployees

2.7.1 If you are in the redeployment pool, your salary will be preserved in line with the following arrangements. **This is salary preservation, and not pay protection.**

- While on project work, your substantive salary will continue to be paid.
- If you are not in receipt of any protected contractual allowances, you will be paid any unsocial hours/disturbance payments applicable to the working pattern of your project work.

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- You will receive any contractual allowances associated with your previous role for a total of 12 consecutive months from the date you enter the redeployment pool.
  - If you are redeployed your previous base salary will be used to determine your new spinal column point placement.
  - Cost of living increases will be applied to your preserved salary, but you will not be entitled to incremental progression through the salary grade.
- 2.7.2 If you are redeployed into a post at a lower grade and qualify for pay protection, this will start from the day you begin your trial period, and will last for a maximum of 12 months. Pay protection will be based on your substantive salary. Any outstanding balance of your entitlement to protected contractual allowances will continue to be paid until you have reached your 12 months' limit.
- 2.7.3 If you are redeployed into a temporary post of 12 months or under, and qualify for pay protection, you will receive the grade for the post plus pay protection for the full duration of the posting. If you return to the redeployment pool at the end of the posting, we will pay you your substantive salary again.
- 2.7.4 If you are later redeployed to a post at a lower grade, and still qualify for pay protection, you will only be entitled to the balance of the 12 months' pay protection that you have not used.
- 2.7.5 No matter how long you are temporarily redeployed for, you will only be paid the grade of the temporary post for the duration of that role. On return to the redeployment pool you will revert to your substantive salary. This will remain your substantive salary until you are permanently redeployed, or leave the organisation.

## 2.8 Periods of leave during pay protection

If you take unpaid maternity, adoption or shared parental leave, or are on unpaid sickness absence due to a disability related illness, a pause will be placed on your pay protection. When you return to work your pay protection will recommence until you have received your full 12 months' entitlement.

If you are on unpaid leave due to other circumstances your 12 months' entitlement to pay protection continues to be used up during this time. If you return to work within the 12 month protection period, you will only be due the remaining balance of pay protection, if there is any remaining.

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### **3 Manager**

#### **3.1 What you need to do:**

- Ensure any team members whose “total package” may be reducing due to organisational change are aware of their entitlement to pay protection.
- Ensure any changes to shift patterns are notified to People and Development (P&D), as this may impact on the amount of pay protection payable.
- Speak to People Direct if you have any questions about pay protection and how it impacts on your team members.

#### **3.2 Changing hours or shift patterns**

3.2.1 If a team member in receipt of pay protection applies to reduce their hours, let them know that their pay protection will be reduced in line with this.

3.2.2 If a team member in receipt of pay protection applies to increase their hours, let them know that pay protection will be:

- reduced so as the total amount paid to them each month remains the same (if their new total package is still lower than the total package being protected); or
- stopped altogether (if their new total package is higher than their previous total package) – pay protection is no longer needed.

#### **3.3 Periods of leave during pay protection**

3.3.1 If your team member takes unpaid maternity, adoption or shared parental leave, or is on unpaid sickness absence due to a disability related illness, a pause will be placed on their pay protection. When they return to work their pay protection will recommence until they have received their full 12 months’ entitlement.

3.3.2 If your team member is on unpaid leave due to other circumstances their 12 months’ entitlement to pay protection continues to be used up during this time. If they return to work within the 12 month payment period, they will only be due the remaining balance of pay protection, if there is any remaining.

## 4 Resources

### Reference Documents

- Differences Between Pay Protection and Salary Preservation

### Related Procedures

- Flexible Working
- Organisational Change
- Pay (Staff)

### Useful Links

- Scottish Public Pensions Agency



## Differences Between Pay Protection and Salary Preservation

<b>Pay Protection</b>	<b>Salary Preservation</b>
Applies while redeployed in lower-graded role.	Applies while in the redeployment pool (e.g. on project work).
Applies to base pay for a maximum of 12 months (cumulative) and to contractual allowances for maximum of 12 months (consecutive).	Base pay preserved while in the redeployment pool. Contractual allowances preserved for 12 consecutive months after entering the pool.
Applies only if new post is the same grade or one grade below the substantive post (post that is being made redundant).	Project work in the redeployment pool is ungraded, so salary preservation will always apply while in the pool.

\*This means that pay protection may apply on a 'stop-start' basis – you can be given pay protection for six months, then go back into the redeployment pool for three months (where you will receive salary preservation), then when you are redeployed again, still be entitled to the remaining six months' pay protection.

\*\*This means that the 12 months is uninterrupted. The original end date, when we will stop paying your contractual allowances, will remain the same regardless of any breaks.