



Mission Statement

Bristol Cathedral Choir School is a Church of England Academy with an ethos reflecting the Christian faith and with music and mathematics as its specialisms.

It aspires to be a learning community where all achieve their full potential in a supportive and tolerant environment, so that they can contribute fully to the society in which they live.

Name of policy	Pay Policy
Author of policy	Neil Blundell
Governing group responsible for the policy	Staffing
Date approved by Governors	16 th September 2013
Date ratified by Full Governors	14 th October 2013
Date to be reviewed	October 2015

Definitions – STPD = School teachers pay and conditions document and any subsequent replacement

NJC = National Joint Council and any subsequent replacement – including the proposed School Support Staff Negotiating Body (SSSNB)

BRISTOL CATHEDRAL CHOIR SCHOOL

PAY POLICY

1. INTRODUCTION

- 1.1 This Policy has been adopted by the Governing Body and applies to all teachers and support staff employed to work by Bristol Cathedral Choir School (hereafter referred to as ‘the school’).
- 1.2 The Policy should be read in conjunction, as appropriate, with other H.R. policies and procedures, including in particular The Recruitment Policy, Performance Management policy (including Threshold), Capability procedures and Disciplinary procedures

1.3 The Governing Body has delegated full powers to the Staffing Committee, subject to the Governors approving the total budget. This Committee is responsible for determining all pay matters in accordance with the Pay Policy, the schools appointments procedure and the school's Performance Management Policy and in consultation with the General Purposes & Finance Committee. The Governing Body, operating through this Committee, will ensure that discretionary pay elements are used in a fair, equitable and consistent manner. Annex 2 confirms the terms of reference of the Staffing Committee.

2. **PRINCIPLES AND OBJECTIVES**

2.1 The school recognises the importance and transparency of developing a pay policy for all staff as a means of ensuring fairness for all staff and to demonstrate that they are valued equally and receive proper recognition for their work.

2.2 In adopting this Policy the school's aim is to:

- (a) support the school's development plan and current priorities and targets.
- (b) demonstrate that all pay decisions are made consistently and fairly, in compliance with anti-discrimination legislation.
- (c) ensure that appropriate arrangements are made for staff to appeal against any pay decision affecting them individually, and for such appeals to be heard by a panel of governors whose members have not been involved previously in the decision against which an appeal is made.

2.3 **Relationship to STPCD and NJC pay scales and annual pay awards.**

General statement of policy on the standing of STPCD and NJC pay scales and awards

2.3.1 As the School financial and academic year commence in September all annual pay awards agreed for both Teaching and Support staff will be applied from 1st September each year.

2.3.2 Pay awards arising from performance management will be applied until the review has been completed but, will be backdated to 1st September.

2.3.3 At the time of becoming an academy in September 2008 the Governors adopted the STPCD and NJC pay scales. They have since determined their level of pay awards independently. Therefore the pay spines applicable to teaching and support staff may be similar in structure to those applied nationally but may differ in terms of actual values.

2.3.4 The Governors will take account of national settlements when considering annual pay awards but reserve the right to determine their own level of pay award appropriate to the school's circumstances.

2.3.5 There is no entitlement on behalf of employees to receive an annual pay award.

2.4 Relationship to STPD and NJC conditions

General statement of policy on the standing of STPD and NJC conditions

2.4.1 Governors have not currently adopted the full working conditions as stipulated in the STPCD & NJC green book. The Governors reserve the right to choose not to implement future changes in terms and conditions or to determine the timescale by which such changes will be introduced.

As such the STPCD and NJC green book will operate only as guidance to Governors in determining the terms and conditions of staff.

2.4.2 The conditions stipulated under STPCD and NJC will apply unless in this or other policies an alternate set of terms and conditions is detailed.

3. **TERMINOLOGY**

- 3.1 The “relevant body” for pay purposes in respect of teachers employed at the school is the Governing Body and the provisions of the STPCD will apply to all teachers within the parameters as set out in section 2 above.

4. **ANNUAL SALARY STATEMENT**

- 4.1 A formal statement will be given, usually by 30 November to each member of staff whose scale or point has changed under the school’s performance management arrangements. Letters will not be issued to all staff or those whose salary has altered by virtue of the annual pay award only.

5. **DIRECTED TIME**

- 5.1 Bristol Cathedral Choir School operates on an annual calendar of 175 teaching days plus 5 training days. Teaching staff are therefore required to be available for work on 180 days per annum. The number of annual working days will be kept under review by the Governors up to a maximum of 195 (190 + 5 training days) in line with the STPCD.

Annual working hours are deemed to be a maximum of 1265 per annum as Bristol Cathedral Choir School has many after school and week end activities which teaching staff are expected to attend and participate in. Some of these additional duties allocated to staff may be specified in the employees contract.

6. **HOLIDAY PAY**

- 6.1 All payments made to teaching staff are inclusive of 5 weeks holiday pay. It is expected that no annual leave is taken during term time. Any request for leave during term time will be at the discretion of the Principal and would normally be unpaid. Paid leave during term time would only be granted in exceptional circumstances and is at the discretion of the Principal.

7. **SICKNESS PAY/MATERNITY LEAVE & PAY/ PATERNITY LEAVE & PAY/ADOPTION LEAVE & PAY**

- 7.1 All of the above forms of pay and leave will be paid in accordance with the relevant school pay policy and procedures which are detailed separately.

8. **TEACHING STAFF DUTIES**

- 8.1 Teaching staff will be encouraged to undertake at least one midday supervision session per week. In recognition of this they will receive a free meal for every day of the working week, (value = £2.70 per day as at Nov 2011).

9. **CLASSROOM TEACHERS (PRE-THRESHOLD)**

- 9.1 All pre-threshold classroom teachers (other than leadership group members, excellent teachers and advanced skills teachers) will be paid on the pay scale at points 1 to 6 as appropriate.

- 9.2 Actual main scale pay point (1 to 6) for such a teacher as set out in paragraph 5.1 above may be determined by reference to experience as follows:

9.3 **Experience - mandatory points**

Points will be awarded in accordance with the provisions of the STPCD. i.e. one point will be awarded for each satisfactory year in employment as a qualified teacher at a maintained school in the UK.

9.4 **Experience - discretionary points**

The allocation of points for experience is at the discretion of the Governing Body. The school shall exercise this discretion as follows:

(a) one point will be awarded for each complete year of teaching undertaken in a sixth form college or City Academy, City Technology Colleges, independent schools, overseas schools further education and higher education.

(b) one point will be awarded for each two complete years of teaching experience in non-qualifying employment

(c) One point will be awarded for each three complete years of other relevant experience gained from age 18 and above (to include unremunerated activity). Such experience would not include periods of training or education.

(d) The maximum number of points to be awarded under the provisions of paragraphs (a), (b) and (c) above is a total of 6.

(e) At the discretion of the Principal, additional points may be awarded at the time the teacher is recruited to work at the school for non-qualifying experience where it is judged that the nature of that experience is similar to qualifying employment and/or is considered to be of particular value to the performance of the teacher in his/her work.

- 9.5 Where it is confirmed that a main scale teacher has performed unsatisfactorily and is participating in capability proceedings the award of further experience points may be withheld. This decision will be confirmed in writing to the individual and subject to review upon successful completion of the capability process. Once an increment

has been withheld in this way it may be re-instated with the agreement of the Principal if performance subsequently improves significantly. It is at the discretion of the Principal if such an award will be backdated.

10. **CLASSROOM TEACHERS (POST-THRESHOLD)**

- 10.1 Classroom teachers who have applied for and passed the threshold in accordance with the schools performance management policy shall be paid on Upper Pay Scale point 1 in the first instance.
- 10.2 The performance of all post threshold teachers will be reviewed annually in accordance with performance management arrangements as established in the school performance management policy.
- 10.3 To achieve progression on the upper pay scale the teacher's contribution to the school must be substantial and sustained. To be fair and transparent, judgements will be properly rooted in evidence and there must have been a successful review of overall performance.
- 10.4 This overall performance review, as set out in the STPCD, will be based on two successful consecutive performance management reviews, other than in exceptional circumstances.
- 10.5 A successful performance review as prescribed by the Appraisal Regulations will involve a performance management process of:
- performance objectives;
 - classroom observation;
 - other evidence relating to the 10 published threshold standards.
- 10.6 To ensure that the achievements and contribution have been substantial and sustained, the performance review will assess that the teacher has:
- continued to meet threshold standards and
 - grown professionally by developing their teaching expertise post threshold and
 - has consistently provided evidence of good or better teaching in the classroom.
 - Contributed to the development of teaching and learning in the whole school.
- 10.7 The current criteria against which a teacher's performance will be measured for progression to Upper Pay scale points, 1, 2 and 3 is set out in the school's performance management policy & procedures and as detailed in Annex 3.
- 10.8 The Principal will have the ability to recommend that outstanding colleagues progress through threshold early
- 10.9** The school will formally review threshold payment within three years of the **initial award.**
- 10.10 Colleagues applying for threshold will need to complete two years service before application unless at the discretion of the Principa

11 **TEACHING AND LEARNING RESPONSIBILITY PAYMENTS (TLR allowances)**

- 11.1 TLRs will be awarded to classroom teachers undertaking additional duties. TLRs will be assigned to specific posts within the school's staffing structure which may be reviewed in the interests of the academy. The levels of TLR payment adopted by the school are as detailed in the pay scale.
- 11.2 In awarding a TLR payment, the school is satisfied that the teacher's duties include a significant responsibility for which s/he is accountable, not required of all classroom teachers, and that-
- a) is focused on teaching and learning;
 - b) requires the exercise of a teacher's professional skills and judgement;
 - c) requires the teacher to lead, manage and develop a subject or curriculum area or to lead and manage pupil development across the curriculum;
 - d) has an impact on the educational progress of pupils other than the teacher's assigned classes or groups of pupils;
 - e) involves leading, developing and enhancing the teaching practice of other staff.
- 11.3 In awarding a higher TLR payment, the school is satisfied that in addition to the criteria laid down above, the teacher will also carry line management responsibility for a significant number of people. R3 allowance will normally be reserved for significant whole school responsibilities including core subjects.
- 11.4 The values of TLRs have been set by the Governing Body and are shown in the school's pay spines (Annex 5) and are referred to as R1, R2 & R3.
- 11.5 TLRs will not be awarded for a short-term or fixed term role or task as they are given for sustained responsibilities identified in the school's staffing structure (a responsibility will not normally be sustained if it lasts for less than a year).
- 11.6 Permanent TLR allowances will only be awarded on a temporary basis to teachers who are temporarily undertaking the responsibilities attached to a post in the school's staffing structure to which a TLR has been attached, for example to cover maternity or sick leave, a vacancy or secondment. Teachers who receive TLRs in such cases will not be subject to safeguarding when the TLR ends.
- 11.7 The post of Chorister tutor carries the allowance of R1 and is not subject to the standards set out in 11.2. The need for a Chorister Tutor comes about due to the unique nature of the Choir School.
- 11.8 The Governors reserve the right to make additional payments for roles or responsibilities undertaken that are separate from TLR allowance and not subject to the above restrictions. These can be at a level to be determined from time to time and appropriate to the task, may be temporary or permanent and subject to other such

reasonable conditions as the Governors see fit. At the time of writing there is only one such allowance in existence being M1 detailed on the attached pay scales in Annex 5

12. **SPECIAL EDUCATIONAL NEEDS ALLOWANCES (FOR CLASSROOM TEACHERS)**

12.1 The school has not adopted the mandatory special needs allowance specified under STPCD.

13. **RECRUITMENT AND RETENTION INCENTIVES AND BENEFITS**

13.1 The payment of recruitment and retention incentives and benefits may be considered, at the discretion of the Principal, in respect of individual posts for which specific recruitment/retention difficulties have been identified.

13.2 Where it is determined to pay such an incentive/benefit, the amount will be determined, by the Principal, to meet the circumstances of the case. The level of payment and any required qualifying period of service will be set out in writing to the teacher concerned.

13.3 Any recruitment incentive for a new teacher will be for a fixed period and will not be renewed.

13.4 Any retention incentive awarded to an existing teacher will be for a fixed period but may, in exceptional circumstances be renewed.

14. **SALARY SAFEGUARDING**

14.1 If any re-structuring of the staffing establishment should remove posts held by current employees then the following process will apply.

- All staff will be consulted on the re-structuring and kept informed of any progress.
- The Principal will also meet and consult with representatives of staff unions if requested.
- Individual staff likely to be affected will be seen by the Principal and kept informed.
- Should the re-structuring identify posts that will no longer exist in the new structure the staff currently in those posts will be informed.
- These staff will automatically be considered for posts in the revised structure and interviewed for any posts they wish to apply for.

14.2 Should an employee be unsuccessful in obtaining one of the posts in the revised structure, or should that post be at a salary level below the employees current level, then the employee shall be entitled to request that their current salary be safeguarded for a period.

- 14.3 The Governors Staffing committee will determine the period and level of any salary safeguarding which will apply. This period and level of safeguarding will be determined on the merits of the individual case as well as the school's overall financial circumstances and the safeguarding guidelines stipulated in the latest STPCD. Periods and levels of safeguarding will be applied fairly and consistently.
- 14.4 Any staff in receipt of salary safeguarding will receive a letter stating clearly the period and level of safeguarding that will apply.
- 14.5 Any disputes or grievance relating to the application or non application of salary safeguarding will be dealt with under the school's grievance procedures.
- 14.6 Where a teacher is in receipt of salary safeguarding which exceeds a total of £500, the school will allocate appropriate and additional responsibilities commensurate with the safeguarded sum for the period of the safeguarding. If the teacher unreasonably refuses to carry out such additional duties the school will give the teacher written notice of its intention to withdraw the safeguarding payment. If dissatisfied, the teacher will have a right of appeal in accordance with the school's grievance procedures.
- 14.7 The salary level of those staff on protected salaries will not be subject to an annual increase in line with any annual increase agreed by the Governors.

15 **PART-TIME TEACHERS**

- 15.1 Teachers employed on an ongoing basis at the school but who work less than a full working week are deemed to be part-time. The Governing Body will give them a written statement detailing their working time obligations and the mechanism used to determine their pay.
- 15.2 Part-time service will be remunerated/receive entitlements pro-rata to full-time teachers – including payments for management allowances and TLRs except where these are specifically identified as to be paid in full.
- 15.3 Any hours worked beyond those contracted will be paid at an hourly rate equivalent to 1/1265 of the full time salary appropriate to the employee's grade and scale point.

16. **LEADERSHIP GROUP**

- 16.1 The Principal, Deputy Principals, Assistant Principals, Head of Sixth Form, Director of Specialism, Lead Teacher(s) and Business Director employed at the school shall comprise the Leadership Group.

16.2 The provisions of the STPCD relating to differentials and groups sizes for the purposes of determining the pay of the above posts shall not apply.

Performance Review

16.3 Progression through the appropriate pay range for all staff in the Senior Leadership Team will be subject to annual performance review.

16.4 An annual review of the member of staff's performance must be undertaken by 31 December.

16.5 To achieve progression there must be a demonstration of sustained high quality performance, with particular regard to leadership, management and a review of performance against performance objectives.

16.6 To be fair and transparent, judgements will be properly rooted in evidence and there must have been a successful review of performance.

16.7 A successful performance review, as prescribed by the appraisal regulations, will involve a performance management process of:

- performance objectives;
- classroom observation (where relevant)
- other evidence.

16.8 To ensure that there has been a high quality performance, the performance review will assess that the individual has grown professionally by developing their leadership and (where relevant) other experience.

16.9 A sub committee of the Governing Body shall determine the Principal's salary range, annual pay and the level of performance related pay. This committee will also set and agree the Principal's annual performance targets.

16.10 The Principal in consultation with Governors will determine the salary range, annual pay and the level of performance related pay for the Business Director.

17. UNQUALIFIED TEACHERS

17.1 Normally, the pay for unqualified teachers will be within the scale for unqualified teachers as set out in the pay annex to this policy. However, in exceptional circumstances unqualified teachers may be paid an additional allowance. In accordance with this Pay Policy such an additional allowance may be paid (subject to the agreement of the Principal) which brings the unqualified teachers pay to a point, which equates to a pay point on the scale for classroom teachers. (see paragraph 17.3 below).

17.2 Where an unqualified teacher is paid on the scale for unqualified teachers the actual pay scale point may be determined at the time the unqualified teacher commences employment in the post at the school on the basis set out below. An unqualified teacher who remains in the same post at the school may be entitled to incremental progression in accordance with the provisions of the STPCD.

(a) One point may be awarded for each year of teaching as an unqualified teacher in circumstances where, had the teacher been qualified, s/he would have been entitled to a mandatory point (qualifying employment).

(b) One point may be awarded for each two complete years of teaching experience in non-qualifying employment.

(c) One point may be awarded for each three complete years of other experience gained from age 18 and above (to include unremunerated activity) subject to a maximum of 4 such points.

(d) Additional points may, at the discretion of the Principal be awarded for non-qualifying teaching experience and other experience where it is judged that the nature of that experience is of particular value to the performance of the teacher.

17.3 Where an unqualified teacher possesses qualifications or specialist skills which are particularly relevant to the teacher's work s/he may at the discretion of the Principal be paid an amount equal to a pay point on the scale for classroom teachers. In that event, the actual pay point would be determined in accordance with the provisions for classroom teachers as set out above.

18 **ACTING ALLOWANCES**

18.1 Other than as provided for in the STPCD a teacher may not be required to undertake additional acting duties beyond those appropriate to the teacher's role, status and pay and/or as set out in the teacher's job description.

18.2 A teacher appointed as acting Principal, acting Deputy Principal or acting Assistant Principal will be paid at least the minimum of the appropriate range if the duties of the substantive post are to be carried out in full, subject to the provisions of paragraph 18.4 below.

18.3 In the temporary absence of a post holder with a TLR, the Principal will determine whether to appoint a teacher to undertake all of the duties covered by the TLR (e.g. in cases of cover for secondments, maternity leave, long-term sick etc). In all cases payment is subject to the provisions of paragraph 18.4 below.

18.4 The period of time which the substantive post is to be covered before a temporary allowance payment is to be made is as follows, (subject to all such payments being backdated to the first day on which the teacher was required to undertake the duties of the absent colleague).

(a) Deputy Principal covering the absence of Principal - 2 weeks.

(b) Teachers covering absence of Principal, Deputy Principal, Assistant Principal or Head of Service - 2 weeks

(c) Teacher covering the duties of a teacher with a TLR - 2 weeks

19. **SUPPLY TEACHERS**

19.1 Supply teachers employed to work at the school (not those provided by agencies) will be paid an hourly or daily rate calculated and agreed with the member of staff in advance. The supply teacher will be paid a daily rate set by the Governing Body or by negotiation this rate can be based on the point on the pay scale for classroom teachers (or the upper pay scale as appropriate) for the individual teacher.

19.2 A daily rate will be payable where the teacher is directed to work at such times and at such places as specified by the Principal, for 6.5 hours in that day (hours spent travelling to and from work should not count towards this 6.5 hours).

19.3 An hourly rate will be payable where 19.2 does not apply. The hourly rate will be 1/1265 of the appropriate teacher's salary or 1/6.5 of the school's agreed daily rate.

19.4 The calculations in paragraphs 19.2 and 19.3 above shall include the mid-morning break where the teacher is directed to work both immediately before and immediately after that break. Payment for mid-morning break shall also be made where the teacher is present in school and on duty throughout the break at the formal request of the Principal. The calculations shall not include the Lunch break unless the teacher is present in school and on duty throughout the Lunch break at the formal request of the Principal

20. **IN SERVICE TRAINING FOR TEACHERS ("INSET")**

20.1 All INSET days fall within the agreed directed hours. Part-time teachers will be expected to attend all INSET days. The element of the INSET days that are in excess of the proportion in line with the employee's FTE contract, will be paid at an hourly rate of 1/1265 of the full time salary applicable to the teacher's pay scale and point.

20.2 Where a classroom teacher undertakes such training outside his/her directed hours (and where payment is authorised in writing in advance) an additional payment shall be made on an hourly basis of 1/1265 of the full time salary applicable to the teacher's pay scale and point.

21. **INITIAL TEACHER TRAINING ACTIVITIES ("ITT")**

21.2 Where a classroom teacher has agreed to undertake ITT activities outside the 1265 hours of directed time, or, in the case of part-time teachers, the appropriate proportion of 1265 hours (and where payment is authorised in writing in advance) an additional payment shall be made on an hourly basis of 1/1265 of the full time salary applicable to the teacher's pay scale and point.

22. **OUT-OF-SCHOOL LEARNING ACTIVITIES**

22.1 Where a classroom teacher (excluding AST's and Fast Track Teachers) undertakes out-of-school activities outside the 1265 hours directed time, or, in the case of part-time teachers, the appropriate proportion of 1265 hours, payment will be agreed and authorised, in writing, in advance and an additional payment made on an hourly basis of 1/1265 of the full time salary applicable to the teacher's pay scale and point, or at an alternative rate agreed in advance of the activity.

It should be noted that due to the shorter term time at the school than specified under STPCD, such payments will only be made in exceptional circumstances for full time teaching staff.

22.2 The exception to this will be those staff who will contribute to sporting fixtures and Duke of Edinburgh on Saturdays and Sundays. These staff will receive a fixed payment of £30 up to a threshold of £500 per annum. There will be a total cap on this budget of £5000 which will be managed by SLT.

23 **OVERTIME / HONORARIUM**

23.1 Teachers will not be eligible for 'overtime' payments other than the additional payments as outlined elsewhere in the policy.

23.2 Teachers will be eligible for 'honorary' payments only in circumstances where they have undertaken a task, role or duty that is not recognised by any of the above provisions. Such a task, role or duty should be time limited and not recognised by the payment of a TLR point.

23.3 The amount of any 'honorary' payment is at the discretion of the Principal but should reflect the complexity, responsibility and time involved in the task concerned.

24. **RETIREMENT**

24.1 The provisions of the Teachers' Pension Scheme ("TPS") apply in relation to "normal" and "early" retirement, as supplemented by the School's policy regarding "discretionary" pension provisions and the schools retirement procedure.

25. **STAFFING STRUCTURE**

- 25.1 The school has agreed a staffing structure for support staff working at the school and this is attached at Annex 1. The structure ensures that there is appropriate line management of all staff.
- 25.2 The work to be undertaken by each post holder will be set out in a job description. A Person Specification setting out the essential and desirable criteria for each post will also be drawn up.
- 25.3 The arrangements for filling vacancies will be as set out in the policy on Selection and Recruitment.

26. **GRADING OF POSTS**

- 26.1 The Governors will agree the grading of each post within the structure. These will be reviewed each time a post is vacant.

27. **STARTING SALARY POINT**

- 27.1 The actual pay point within the salary range for each newly appointed employee will normally be at the minimum scale point of the grade
- 27.2 A starting salary point above the minimum of the range may be agreed by the Principal taking into account the newly appointed employee's:
- (i) current actual pay
 - (ii) recent relevant experience.
- 27.3 The formula for calculating salaries for staff who work on a "term time" only basis is as set out in Annex 4.

28. **INCREMENTAL PROGRESSION AND ACCELERATION**

- 28.1 An employee will be eligible for incremental progression on the salary range for their post annually until the maximum of the scale is reached.
- 28.2 Incremental progression laid out above will be granted on the basis of satisfactory performance as determined by the school's performance management procedures. If the employee has less than 6 months' service in the grade by the time performance management is carried out s/he will be granted their first increment six

months after their appointment or promotion. Subsequent progression will then be made as a part of the annual performance management cycle.

- 28.3 The Principal can decide that an accelerated increment be awarded to an individual employee on the grounds of special merit or ability. If agreed, the accelerated increment shall be payable from the date determined and will not affect the employee's entitlement to future annual incremental progression as set out in 28.1 above. In exceptional circumstances, increments may be awarded above the maximum of the grade as set out in paragraph 31.1 below.

29. **WITHHOLDING AN INCREMENT**

- 29.1 The award of an annual increment as set out in 28.1 above may be withheld in exceptional circumstances. Such withholding will only be determined by the Principal in cases where performance has been deemed unsatisfactory and formal capability proceedings, under the School's Agreed Procedures have been put in place. Once an increment has been withheld in this way it may be reinstated with the agreement of the Principal if performance subsequently improves significantly. Back dating of such an increment once re-instated is at the discretion of the Principal.

- 29.2 In these circumstances the Principal should notify the employee (in writing) of their unsatisfactory performance, and details of the improvement required. Further information is as set out in the School's Capability Procedures.

30. **AUTHORISING AND PAYING FOR WORKING ADDITIONAL HOURS.**

- 30.1 The total number of hours of work for all support staff will be determined at the time of appointment. Full time for Support staff will be 37.5 hours per week. For Groundsman and Caretakers Full time shall be 40 hpw

- 30.2 Where staff work additional hours, with the prior agreement of the Principal or designated line manager, additional payment or time off in lieu will be arranged.

- 30.3 Where payment is agreed, for working additional hours, reimbursement will be at normal hourly rate of pay unless a member of staff cumulatively exceeds 37.5hpw over the month. Payment of additional hours for staff working beyond this will be at time and a half (X1.5). The payment of X1.5 is to compensate employees for working an excessive number of hours beyond that normally expected of a full time employee.

31. **PAYMENT ABOVE THE GRADE**

- 31.1 The school may award additional increments above the established grade for the post. This payment will be awarded on a temporary basis only, on the following basis:

- payment will be for a maximum of 18 months
- up to 4 increments may be awarded above the maximum of the grading for the post

- 31.2 Payments above the grade will only be made where this is agreed by the Governing Body, upon recommendation of the Principal. The payment should relate to specific duties and responsibilities not covered by the employee's normal job description.
- 31.3 If such additional duties and responsibilities continue beyond 18 months, the school will re-evaluate the grading of the post in consultation with the member of staff concerned.
- 31.4 Acting up allowances for support staff should be awarded where employees carry out the full or partial duties of a more highly graded post, for 4 weeks or more.
- 31.5 Acting up should only be a temporary arrangement and should not extend beyond a maximum of 12 months
- 31.6 The member of staff acting up will be paid on the following basis:-
- “Acting up” or full duties of higher graded post.
An employee **taking on the full duties** of a higher graded post for a period of at least four weeks will be paid the amount and the salary they would be paid had they actually been appointed to the higher graded post. This would normally be the lowest point of the scale applicable to the higher graded post but, could be higher at the discretion of the Principal.
 - “Additional duties” or “partial duties” of a higher graded post.
Additional higher grade duties (**not taking on full duties of another higher graded post**) may be rewarded by an additional payment provided the employee has taken on at least 25% of the duties of the higher graded post for a period of not less than four weeks. Payment will be calculated based on the difference between the employee's salary and the salary they would have been paid had they been permanently appointed to the higher graded post x % of duties x number of weeks cover rounded to the nearest £50.
- 31.7 Incremental progression as laid out in section 28 will only apply to the member of staff's substantive post if a period of acting up is in place at the time of performance management. When the period of acting up ends the member of staff will then revert to the pay point on their original grade that they would have progressed to if a period of acting up had not been in place.

32 PAY PROTECTION

- 32.1 Pay protection or safeguarding will apply to support staff using the same procedures and principles as for teaching staff as set out in section 11.

33 HARD TO FILL POSTS

- 33.1 Annex 5 sets out the action the school will take in the event they are faced with a hard to fill post.

34 **CHANGE OF DUTIES OVER TIME**

- 34.1 Where the duties of a post change significantly over time the school will seek to review the grading. This will follow a review of the job description in conjunction with the post holder. New and additional responsibilities can be added into this documentation, which reflect changes and proposed changes in the role following consultation with the employee and the trade union representative.
- 34.2 An employee who feels that their post has significantly changed over time can request such a review by writing to the Principal.
- 34.3 A review of the Job Description and recommendation for grading will then be submitted to the Governing Body for consideration.

35. **RETIREMENT**

- 35.1 The provisions of the Local Government Pension Scheme (“LGPS”) and Scottish Widows apply in relation to “normal” and “early retirement” as supplemented by the School’s policy regarding “discretionary” pension provisions (e.g. early retirement, as below) and the school’s Retirement Procedure

36. **TERM TIME**

- 36.1 Term time at Bristol Cathedral Choir School is defined as 37 paid weeks per year although at the time of writing actual term time is only 35 weeks + 5 Training Days per year. These 37 paid weeks include INSET days. Support staff therefore employed as ‘Term Time Only’ will be paid for 37 weeks of the year and will be expected to be in attendance on all INSET days.
- 36.2 Should the Governors make a permanent increase to the number of actual term time + INSET weeks then the number of term time paid weeks would only alter if the actual weeks exceed 37. Any increase above 37 weeks, (or any decrease) in actual term time + INSET days and the paid weeks would alter accordingly by a corresponding degree. Arrangements for temporary alterations for one or two years to the number of actual term time weeks will be discussed and agreed with staff.
- 36.3 Additional weeks.
- Support staff may be contracted for extra weeks in addition to term time as defined above. These additional weeks should be agreed in conjunction with the employee’s line manager and worked at time(s) throughout the year as required by the operational needs of the school. The number of additional weeks will be specified in an individual’s contract.

37. **HOLIDAY PAY**

- 37.1 All Support staff are entitled to 5 weeks annual leave or equivalent pay. Term time only staff are expected to take their annual leave outside of term time and will therefore have 5 weeks added to their annual pay.
- 37.2 Support staff working 'All Year Round' will be expected to take annual leave in accordance with the school's annual leave policy and procedures with the following exception; the school normally closes down for two weeks over Christmas and these two weeks will not count against an 'All Year Round' employee's annual leave allowance. It is recognised that this practice was inherited from the predecessor school but the Governors reserve the right to alter these arrangements at any time in the future. Staff affected will be informed in advance of any such change.

38 **SICKNESS PAY/MATERNITY LEAVE & PAY/ PATERNITY LEAVE & PAY/ADOPTION LEAVE & PAY**

- 38.1 All of the above forms of pay and leave will be paid in accordance with the relevant school policies and procedures which are detailed separately.

<p>PART THREE – PAY PROVISIONS APPLYING TO ALL STAFF</p>
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39. **OTHER PAY PROVISIONS APPLYING TO ALL STAFF**

39.1 Expenses

(a) The school will pay for reasonable expenses incurred by an employee in the execution of their duties.

(b) Reasonable expenses with the exception of travel in the employees own car will be reimbursed in full but must be supported by receipts or other proof of payment. An allowance for travel in the employee's own car will be made in accordance with the current rates

39.2 Mobile Phone Allowances

(a) Where a mobile phone is required as a part of a member of staff's role then the school will provide a phone and cover the cost of all work related calls. The member of staff will be informed that the phone is only for work use and unauthorised private use may lead to disciplinary action.

(b) Where staff are using their own personal phone a taxable allowance will be paid. The level of this taxable allowance will be set and agreed by the Principal, and in the case of the Principal by the Chair of the Finance & General Purposes Committee.

39.3 Salary Payment dates and methodology

(a) Salary will be paid by BACS direct to an employees bank account on the 23rd of each month or the working day preceding the 23rd if it falls on a weekend or bank holiday. This payment will be for the calendar month in question.

(b) This payment would normally be 1/12 of the employees annual salary plus any additional pay and or authorised deductions.

39.4 Pension Schemes.

All staff will be eligible to join either the Teachers Pension Scheme or the Local Government Pension Scheme (for Support staff). All employees will become members of the appropriate scheme unless they choose to opt out. To opt out employees must sign the relevant form from the appropriate scheme to record their decision.

All benefits and contribution rates will be those relating to the schemes and notified to the school from time to time. Details of these can be obtained from the Finance Manager or from the relevant scheme websites.

40. **APPEAL ARRANGEMENTS - All STAFF**

- 40.1 Any employee dissatisfied with any pay decision affecting them made in accordance with this Pay Policy may appeal and seek a review of that decision.

- 40.2 If, when an employee receives written confirmation of their pay determination, he/she is not satisfied then he/she should seek to resolve this by discussing the matter informally with the Principal, normally within fifteen working days of the decision being received in writing.

- 40.3 When this is not possible, or where the employee continues to be dissatisfied, he/she may follow a formal process.

- 40.4 The employee should set down in writing the grounds for questioning the pay decision and the remedy being sought and send it to the Principal, normally within fifteen working days of written notification of the outcome of the discussion referred to above.

- 40.5 Taking account of the need to circulate relevant documentation the Principal should arrange a hearing normally within ten working days of receipt of the written grounds for questioning the pay decision. The employee will be given the opportunity to make representations in person to the Staffing Committee. Following the hearing the employee should be informed in writing of the decision and the reasons for the decision.

- 40.6 The employee shall be entitled to attend the meeting of the Staffing Committee and has the right to be accompanied and represented at any such meeting by a trade union representative, friend or colleague.

41. **DATE OF IMPLEMENTATION**

This Pay Policy was formally adopted by the Governing Body at its meeting on December 12th 2012

Stephen Parsons

Chair of Governors.....

Annex 1

Staffing Structure for Bristol Cathedral Choir School as at September 2013.

Subject to change in line with the operational needs of the school.

Post Title	No. of posts	Salary Grade
PRINCIPAL	1	L35-L40
Vice Principal	1	L18-L22
Assistant Principal	6	L10-14
Head of Faculty	3	Teachers scale plus R3
Head of House	4	Teachers scale plus R2
Head of Subject	12 (includes 4PP)	Teachers scale plus R1 or R2
Deputy Head of Subject	1	R1
SENCO	1	R2
PSHE and Citizenship Co-ordinator	1	R2
Chorister Tutor	1	R1
Careers	1	R1
Teacher	To be determined by curriculum needs & student numbers	M1-6 & UPS 1-3
Office Manager	1	SCP 41-46
Data Manager	1 (0.8846 FTE)	SCP 21-24
Attendance Officer	1 (0.8077FTE)	SCP 18-21
Admin Assistants/Reception	2 (1.7692 FTE)	SCP 4-21
Admin Assistants	2 (1.3462 FTE)	SCP 13-17
Admissions Officer	2 (0.9836 FTE)	SCP 17-21
Examinations Officer	1	SCP 30
Estates Manager	1	SCP 22-34
Cover Supervisor	2 (1.6154 FTE)	SCP 17-21
ICT Network Manager	1	SCP 24-28
Technician	5 (3.5753 FTE)	SCP 17-21
Library/Resource Centre Manager	1(0.8077 FTE)	SCP 22-28
Caretaker	3 (2.2 FTE)	SCP 4-21
Groundsman	1	SCP 4-21
Catering Manager	1 (0.8654 FTE)	SCP 26-30
Comi Chef	1 (0.8269 FTE)	SCP 16-21
Catering Assistant	3 (2.06 FTE)	SCP 4-11
Finance Manager	1 (0.8 FTE)	SCP 22-34
Finance Officer	1	SCP 22-25
Teaching Assistant	To be determined by curriculum needs & student numbers	SCP 13-17
Behaviour Support Assistant	1 (0.8077 FTE)	SCP 22-28
Senior LSA	1(0.8077 FTE)	SCP 22-28
Chaplain	1(0.8077FTE)	SCP 24-28
Cleaning Supervisor	1 (0.88FTE)	SCP 4-5
Cleaners	5(4.02 FTE)	SCP 4

Annex 2

The following Terms of Reference have been agreed by the Board of Governors as part of their overall Scheme of Delegation

Terms of Reference for the Staffing Committee

Membership

- The committee shall consist of at least three members of the Governing body, the Principal, a member of the Finance team and the clerk of the committee.
- The committee has the power to co-opt associate members as it sees fit.
- The committee will invite a staff governor to join them at their discretion.
- Associate members have the right to attend any meeting in a non-voting capacity.
- Any vote will only be carried with a majority of Governors in favour.

Quorum

- A quorum for each meeting shall consist of a minimum of two governors and the Principal.

Meetings

- The committee shall meet at least once per seasonal term, and otherwise as required, using the terms of reference as a guide to agenda setting.
- As far as practical, reasonable notice of the timing and purpose of each meeting shall be given.
- The clerk/convenor of the committee will be responsible for arranging the meetings, taking notes, typing up and distributing draft minutes and chasing actions.

Terms of Reference

- The committee has the power to make its own decisions without referral to the full Governing Body, except where the subject matter required full Governing Body consideration by law.

Staffing and Pupils

- The committee shall provide guidance to the Governing body except for the following which cannot be delegated.
Appointment of Principal and Finance Director.

The committee accepts full delegated responsibilities for the discharge of the following duties:

- set and review all relevant staffing policies and procedures. This will include but shall not be exclusive to policies and procedures governing the following:- Pay, Disciplinary, Grievance, Leave, Retirement, Redundancy, Performance Management, Recruitment, Induction, Capability, Maternity
- determine staffing numbers and the staff establishment and structure including TLR payments and any other payments for management responsibilities.

- review recruitment, selection, representation on selection panels and appointment procedures
- will act as Governor committee to hear cases under above procedures and policies where appropriate and as required, e.g. discipline/grievance etc,. Will also act as a first appeal committee to hear staff complaints that are not resolved by other procedures.
- will ensure that the responsibilities of the governing body in relation to staff matters are fulfilled, liaising with the Principal and the governing body on all such responsibilities and on staff matters generally;
- will monitor staff sickness levels
- will monitor training and supervision of support staff
- will deal with complaints by staff. If a grievance has not been resolved by the Principal to the member of staff's satisfaction, then this can be referred to the staffing committee
- will monitor the remuneration policy related to performance
- will consider matters relating to staff performance where appropriate
- review and amend these terms of reference if necessary and at least annually

Appointment of Staff

The committee

- will ensure the existence of appropriate job descriptions for all staff and to make copies available to the governing body;
- will advise the Principal on the appointment of staff, as follows:
Temporary appointments, Caretaker, Administration staff, SMSAs, Learning support Assistants, Learning Mentor Supply Teachers, Volunteers and Short Term Teaching contracts
- For all staff with a responsibility for managing others or for curriculum areas, the committee will take a full part in the selection of candidates by attending interviews and helping to make the appointment.

Annex 3

Professional Standards for Post Threshold Teachers (as at January 2012. Subject to change in line with the nationally agreed standards or as determined by the Principal and Governors to meet the needs of the school.)

1 Teacher Professional Standards – Post Threshold Standards

Classroom Teachers Post threshold framework

Staff should be able to provide evidence that their contributions are substantial and sustained and the following specifics should be considered when preparing an application:

	1.1.1 Frameworks	
P1	Contribute significantly, where appropriate, to implementing workplace policies and practice and to promoting collective responsibility for their implementation.	Staff should have contributed to the writing or review of school policies either via a working group or via the consultation process.
	1.1.2 Teaching and learning	
P2	Have an extensive knowledge and understanding of how to use and adapt a range of teaching, learning and behaviour management strategies, including how to personalise learning to provide opportunities for all learners to achieve their potential.	Staff need to have demonstrated on a regular basis that the students make good or better progress within lessons. They need to be a role model for other staff in the school who will observe them and reflect. Their role in terms of teaching and learning must be “critical”
	1.1.3 Assessment and monitoring	
P3	Have an extensive knowledge and well-informed understanding of the assessment requirements and arrangements for the subjects/curriculum areas they teach, including those related to public examinations and qualifications.	Evidence should confirm the extent to which staff Routinely use pupil data, detect variation and develop appropriate intervention for individuals and groups. <ul style="list-style-type: none">· Providing targeted and positive support for pupils who have particular needs.· Use assessment as part of their teaching to diagnose pupils' needs, set realistic and challenging targets for improvement and plan future teaching.· Set consistently high expectations for pupils in their class and homework.

P4	Have up-to-date knowledge and understanding of the different types of qualifications and specifications and their suitability for meeting learners' needs.	Where relevant teachers will have an understanding of how different qualifications may have an impact on student outcomes. They should have made a contribution to the subject and specification choices which are in the best interests of students.
	1.1.4 Subjects and curriculum	
P5	Have a more developed knowledge and understanding of their subjects/ curriculum areas and related pedagogy including how learning progresses within them.	Teachers will need to demonstrate expertise in their subject or specialism. <ul style="list-style-type: none"> · Understanding pupils' perceptions and misconceptions from their questions and responses and is able to spontaneously demonstrate solutions with relevant examples and case studies. · Understands and can demonstrate the potential of ICT in their subject or specialist teaching. · Understands and uses the most effective teaching methods to achieve the teaching objectives in hand.
	1.1.5 Health and well-being	
P6	Have sufficient depth of knowledge and experience to be able to give advice on the development and well-being of children and young people.	Where relevant staff will be able to broker support for vulnerable students and access the wider support mechanisms of the school and community. They will ensure that they are aware of child protection issues and will make contributions to safeguarding procedures.
	1.1.6 Planning	
P7	Be flexible, creative and adept at designing learning sequences within lessons and across lessons that are effective and consistently well-matched to learning objectives and the needs of learners and which integrate recent developments, including those relating to subject/curriculum knowledge.	Lead through your day to day practice, outstanding quality of teaching and planning for individuals and teams. Evidence of schemes of work which include differentiated provision.

	1.1.7 Teaching	
P8	Have teaching skills which lead to learners achieving well relative to their prior attainment, making progress as good as, or better than, similar learners nationally.	Staff should provide evidence that they make a distinctive contribution to the raising of pupil standards and contribute effectively to the work of the wider team. They take advantage of appropriate opportunities for professional development and use the outcomes effectively to improve pupils' learning." Data such as FFTD Raise Online ALIS and in school variation should be provided.
	1.1.8 Team working and collaboration	
P9	Promote collaboration and work effectively as a team member.	Continuously improves your teaching through assessing the impact of their own practice. In doing so you will have offered opportunities to colleagues to engage in co-analysis and debate. You may well have contributed to individual and whole school training.
P10	Contribute to the professional development of colleagues through coaching and mentoring, demonstrating effective practice, and providing advice and feedback.	When assessing this standard the extent to which you have provided a role model for teaching and learning will be judged. Teachers should consider their role in disseminating teaching and training.

Teachers should consider using the following as examples of appropriate evidence. This list is not exhaustive.

- Data FFTD In school variation ALIS comparing trends over time.
- Lesson observations
- Testimonials
- Evidence of presentation to staff within school or within other schools
- Membership of Teaching and Learning group
- Professional development involvement
- MA or other relevant qualifications
- Questionnaires
- Minutes of line management meetings

Annex 4

Calculation of Factors for Part-time Support Staff.

(part-time staff includes those who work 37.5 hours per week, term time only)

Salary calculation for term time only support staff:

$$\frac{\text{Hours per week}}{37.5 \text{ (FT hpw)}} = A$$

$$\frac{\text{Working Weeks per year} + \text{Five weeks annual leave allowance}}{52 \text{ (weeks per annum)}} = B$$

$$(A \times B) \times \text{Full time salary for appropriate scale point} = \text{Pro rata salary}$$

N.B. Calculations of FTE, pro rata and pay factor are rounded to 4 decimal places. Calculations of actual pay are rounded up to 4 decimal places.

Working weeks:

Term time is calculated for support staff as 37 weeks per year.

Training days and any additional weeks are added to this to calculate working weeks.

Sample Calculation

For term time only person, working all inset days, 14 hours per week on SCP 20 = £19,065 p.a.

$$A \quad \frac{14}{37.5} = 0.3733$$

$$B \quad \frac{37 + 1 + 5}{52} = 0.8269$$

$$(0.3733 \times 0.8269) = 0.3087$$

$$£19,065 \times 0.3087 = £5,885.37$$

Travel Expenses Rates

Reasonable travel expenses will be paid upon production of receipts or tickets.

Mileage rates for use of personal motor vehicles are...

40p for the first 120 miles of a journey, 25p a mile thereafter, as at Dec 2011.

These rates are subject to review by Governors as deemed appropriate.

Hard to Fill Posts

Before implementing the following scheme the advice of the school's HR adviser will be sought in order to provide some protection against a successful equal pay claim against the governing body

The pay/grading structure was determined at the time that the academy came into being. This school's structure was determined on the basis of equity & equality between posts. The Governors recognise that the school will grow over the coming years and accordingly the school's structure will be reviewed when necessary and with consultation with the staff.

Exceptionally, there may be posts within school, which are difficult to fill because the grade for a post may not attract any suitably qualified and experienced/skilled candidates. If following an external advertisement in the (appropriate) media the school has failed to appoint a suitable candidate the governing body will follow the following "hard to fill" posts protocol. This includes considering:

- other ways of filling the vacancy (e.g. secondment, acting up etc)
- restructuring the section or team
- redesigning the duties and responsibilities of the post
- re-appraising the realism of the job specification
- the introduction of a career grade or trainee position, which will allow the appointment of a candidate with lesser skills and enable them to develop in the post.
- A review of the salary grade allocated to the post

If, following these measures and an appropriate advertising process, it is still not possible to recruit a suitably qualified and/or experienced person, the governing body will consider the award of a market salary supplement, linked to specific skills not recognised through the job evaluation process. This supplement would not change the grade of the post, and would need to be reviewed periodically by the Governing Body and will cease if it is no longer difficult to recruit for the same type of job (pay protection would not apply). The supplement would be pensionable.

Market supplements will not be awarded to existing post holders, as the Governing Body intends them to be a recruitment tool where recruitment advertisements have failed to attract suitable candidates (as set out above).

Annex 5

Pay spines in operation with effect from 1st September 2013

Teaching staff - Main Spine	
MAIN 1	21588
MAIN 2	23295
MAIN 3	25168
MAIN 4	27104
MAIN 5	29240
MAIN 6	31552

Teaching Staff - Upper Spine	
UPS 1	34181
UPS 2	35447
UPS 3	36756

Teaching Staff - Unqualified Spine	
U6 1	15817
U6 2	17657
U6 3	19497
U6 4	21336
U6 5	23177
U6 6	25016

Teaching Staff - TLR Allowances	
M 1	1500
R 1	2535
R 2	4394
R 3	6252

Teaching Staff - Leadership Spine	
L1	37461
L2	38400
L3	39358
L4	40339
L5	41343
L6	42379
L7	43521
L8	44525
L9	45637
L10	46808
L11	48024
L12	49130
L13	50359
L14	51614
L15	52900
L16	54305
L17	55553
L18	56950
L19	58362
L20	59309
L21	61288
L22	62811
L23	64367
L24	65963
L25	67602
L26	69275
L27	70991
L28	72752
L29	74554
L30	76409
L31	78298
L32	80244
L33	82238
L34	84271
L35	86365
L36	88504
L37	90704
L38	92948
L39	95213
L40	97590
L41	100028
L42	102354
L43	105097

Support Staff Pay Spine	
4	12517
5	12689
6	12871
7	13178
8	13594
9	14005
10	14298
11	15222
12	15537
13	15957
14	16246
15	16587
16	16985
17	17387
18	17730
19	18391
20	19065
21	19760
22	20272
23	20868
24	21549
25	22233
26	22958
27	23718
28	24494
29	25463
30	26316
31	27147
32	27948
33	28771
34	29585
35	30205
36	31006
37	31873
38	32807
39	33887
40	34777
41	34840
42	36603
43	37516
44	38439
45	39303
46	40253
47	41176
48	42091
49	42995
50	44584
51	45690
52	46838
53	48003
54	49205
55	50434