# St Oswald's Catholic Primary School
# Governing Body
## RESOURCES COMMITTEE MEETING
## Held at St. Oswald's Catholic Primary School Junior Building
## Date/Time: 21/11/16 4:30pm

**Present:** Mr Hegarty, Mrs M Walsh, Mrs N Powell, Fr M Beattie.

Also present Mrs G. Murphy, Miss C. Sime, Mr I Strom (Clerking)

| No. | Item | Action by: (insert initials) |
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| 1. | **Apologies for Absence**<br><br>Mrs R Hill, Fr Mrs J Simm. | |
| 2. | **Declarations of Interests**<br><br>Members of staff declared their interest. | |
| 3. | **Notification of Additional Business**<br><br>Mr Hegarty requested to briefly cover the information regarding pupil religious denominations circulated following the full governors meeting. This was agreed. | |
| 4. | **Minutes of Previous Meeting**<br><br>As this was an extra meeting requested to discuss a single issue, the minutes of the previous meeting and this meeting will be taken to the next termly meeting of the committee. | |
| 5. | **TA restructure**<br><br>The meeting had been called following the Full Governing Body's request for the committee to revisit the outcome of the September restructure on TAs salaries. This followed a number of queries from staff affected by the changes, following their first salary payment since the restructure in September.<br><br>Mr Hegarty and Mrs Walsh had invited John Williams from Unison to attend a meeting to discuss the issues | |

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| | prior to this meeting. He confirmed that the union felt that the process that had been undertaken by governors had been fair and transparent, and that the consultation and appeals process had been carried out in the correct manner. He also supported the aims of the restructure, which was to ensure that the staff doing similar roles had equity in their contracts.<br><br>A paper was tabled, reminding the governors of the background of the restructure, highlighting the impact on the monthly salaries of the affected staff and offering three options for governors to consider.<br><br>It was explained that, as there were multiple variations in the old contracts, there had been a wide variation in the impacts and reasons for the impacts. In one case, a member of staff was receiving over £150 per month less than previously. This member of staff was receiving salary protection but it had come to light that only the point that had been paid on was protected, not the entire salary. As the member of staff had been employed on a historic contract, the changes to the modern annualised contract had caused a major impact on the monthly salary. It was explained that a number of staff had been affected due to a change in the differential between an old salary point an a new salary point. This was because many of those staff changing from equalised contracts to annualised contracts had no option to increase hours as they already worked the maximum amount of hours per week possible. However, they were paid at a lower point than other staff so the restructure included a point progression for these staff which would have meant a small decrease in their salaries of around £7 per month. However, following the calculation of impacts, the annual pay award rates were announced. The new rates meant that the point increase no longer compensated for the effects of the change from equalised to annualised contracts. The difference was over £55 per month instead of £7 per month. There were other factors that had also had an impact<br><br>The three options tabled were to 1) do nothing and accept that the process had been fair and transparent. 2) offer cash protection for two years to any member of staff who had an increase or retained their previous weekly hours or 3) increase the pay point of all staff's substantive role by 2 points.<br><br>**A governor asked for clarification on what "cash safeguarding" meant.** – It was explained that cash | |

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| | safeguarding meant that an employee's salary would be no lower than a stated amount for the period of time, in this case, the monthly salary received in August 2016 (not including overtime). The employee would still be on the same contract as they were currently on, but for the two-year period they may have another safeguarding payment to top up their salary to the value that it was in August 2016.This would only be afforded to members of staff who were on a lower salary than they were on in August 2016 because of the changes to their type of contract and not because they had made a request to work less hours than previously. If there was an increase in their current contracted salary, if it went above the cash safeguarding then the safeguarding would end and the higher amount would be used. If the increase only partially covered the difference, then the safeguarding payment would reduce accordingly.<br><br>Governors discussed the three options. They acknowledged that the process previously carried out had been robust, fair and equitable and had achieved the aims of the process. However, they agreed that the large immediate falls in salary had not been the intention of the process and were keen to introduce some level of mitigation. Therefore, they agreed that option one wasn't their favoured option.<br><br>With option 2 governors agreed that it would mean that any loss of income due to the imposed change of contract would be mitigated over a fairer timescale and if anyone had ongoing issues they would have a longer period to resolve them. It would mean that the equity that had been sought by the restructure would take longer to be in place. It wouldn't be an open ended solution and any new members of staff would be employed on the new terms and conditions not the safeguarded or previous ones. A governor was concerned that those that had previously felt disadvantaged may feel that the disadvantage had been extended.<br><br>Option 3 had been suggested as an alternative by HR. Governors recognised that it would resolve the majority of the shortfalls and improve the moral of the majority of the staff as all staff would be entitled to the two-point rise, not just those that had seen a fall in their salaries. However, it would not immediately help everyone. Those that had been safeguarded on their point would not see any immediate benefit. For example, the staff member who had taken the biggest drop of £150 per month was safeguarded at point 19 and the two point rise would only | |

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| | take her substantive salary to point 17 so the current safeguarding (and drop in salary) would still exist. This member of staff would only see a minor benefit when the current safeguarding would end, at which point her salary wouldn't fall quite as much as it would. It was also recognised that this was a permanent solution and the effects would be carried forward beyond the two-year period. New employees would be employed on the higher rate. It was pointed out that in schools that had undertaken job evaluation, many similar roles had been identified at a higher rate.<br><br>Governors could see the benefits of both option 2 and option 3 whilst recognising that neither was the perfect solution. They felt that rather than giving an immediate two-point rise as in option 3, they would prefer to explore the possibility of opening up the grades so that there could be a possibility that employees could increment up a number of grade points, possibly linked to performance management. They felt that with option 2, rather than extending the disadvantage to other employees, those employees had accepted the contracts at the time of employment and the restructure had brought about equity as all employees were employed on an equitable contract. The safeguarding was a separate payment to cushion the blow of the transition.<br><br>Governors agreed to implement option 2 with a commitment to review the possibility of opening up the salary grades for progression at a future meeting.<br><br>Governors agreed to send a letter to all staff affected by the restructure stating that they were not obliged to do anything and that the school had followed all the advice appropriately and used the appropriate procedures including union consultation, but had made this decision as a gesture of goodwill. | |
| **6.** | **Notified Business** | |
| | **Date and Time of Next Meeting**<br><br>19th January 2017 at 4.30pm in the Junior building. | |