

Pay Policy

Version number: 2.0

Status: Final

Department/Team: Pay and Reward, People Services

Relevant policies: Career Band Framework, Job Grading Policy, Excess Fares Policy

Distribution: Internal

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Approved by: Sam McVaigh, Director of People Services

Review date: May 2030

Security classification: Official

Key messages

This policy confirms the ICO's arrangements for pay. This includes the means by which pay increases are determined, people are able to progress through their pay scale as well as outlining arrangements for other aspects of salaries and remuneration and other pay related issues.

This document updates the previous pay policy and incorporates the changes made as part of the restructuring of pay and salary arrangements carried out during 2018.

Does this policy relate to me?

This policy applies to all individuals employed by the Information Commissioner's Office (ICO).

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1 Introduction

- 1.1 This policy explains how the pay system in the ICO operates.
- 1.2 We are committed to ensuring that our approach to pay is effective, efficient, equitable and transparent.
- 1.3 People Services is responsible for ensuring that all colleague payments are accurate, timely and processed efficiently.
- 1.4 We will provide monthly pay information to the ICO's pension administrators so that pay rates, pension contributions and other required data remains accurate and up to date.
- 1.5 We aim to work constructively with our recognised trade unions on pay matters, in line with the ICO and Trade Union Recognition Agreement.
- 1.6 We will also ensure that information about the pay system, including any reviews, is easily accessible to everyone in the organisation.
- 1.7 The current rates of pay can be seen on the [Pay Rates](#) article in Workday Help.

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2 Method of Payment

- 2.1 Salaries are paid monthly by bank transfer on or around the 25th of each month. In December, payment will usually be made approximately one week earlier.
- 2.2 If the 25th falls on a weekend or Bank Holiday, salaries will be paid on the last working day immediately before the 25th.
- 2.3 **Salary calculation**
- 2.4 Salary is paid in equal monthly instalments.

2.5 For part time employees, annual salary is prorated based on:

$$\text{FTE salary} \div 37 \times \text{net weekly working hours}$$

2.6 Where a part month is worked, for example for new starters, leavers and employees commencing or returning from a career break, salary is calculated based on:

$$\text{annual salary} \div 12 \div \text{number of days in the month} \times \text{number of days worked}$$

2.7 **Payroll Documentation**

2.8 Everyone will receive a digital payslip in Workday on or before the date salary is paid each month. This will provide full details of pay for that month.

2.9 To comply with HMRC requirements, each eligible person will also receive a P60 following the end of the financial year and anyone who receive benefits in kind – such as membership of the Health Cash Plan – will also be issued with a P11d.

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3 Our Pay Structure

3.1 The ICO operates defined pay scales for each job level in the organisation. The current rates of pay can be seen on the [Pay Rates](#) article in Workday Help.

3.2 The ICO uses an analytical Job Evaluation System to evaluate and grade roles consistently and objectively across the organisation. This system assesses roles based on defined factors, ensuring that pay decisions are fair, transparent, and aligned to the relative size and responsibility of each role.

- 3.3 Job evaluation outcomes determine the appropriate job grade rather than individual performance or personal characteristics. Further information on how roles are evaluated and graded is available in the [Job Grading Policy](#).
- 3.4 All pay scales start at Band 0 (the minimum of the range) and progress up to Level 4 (the maximum).
- 3.5 The assumption within the pay structure is that Band 2 represents the market rate for the job level. For the purposes of this policy, market rate assumes the market rate of the wider public and regulatory sectors.
- 3.6 Internal colleagues and external appointees may be positioned anywhere within the pay range of a job level; the pay points within each scale are not fixed progression points and are not evenly spaced.
- 3.7 The ICO's [Career Progression Framework](#) (see section 4) sets out how colleagues can move through the pay range for their grade over time, based on defined criteria.
- 3.8 Where an individual's salary falls between two defined career band points, they will be regarded as being positioned at the lower of the two bands for the purposes of the Career Progression Framework, pay remit calculations, and any other pay-related decisions.

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4 Our Career Progression Framework

- 4.1 The ICO's Career Progression Framework ("the framework") sets out how colleagues can move through the pay range for their grade over time, based on defined criteria.
- 4.2 The framework has been designed to create a means by which the ICO can recognise and reward its people. Progression is based on increased personal competence, contribution and impact within the role, aligned to the organisation's vision and values. This progression seeks to

recognise the deployment of developing skills, knowledge and experience.

- 4.3 Band 0 represents the minimum (entry) point of the pay scale. Band 2 reflects the established market rate for the relevant job level and is achieved when an individual demonstrates full competence in their role. The assumption inherent in the framework is that all staff are able to access the market rate for their Job Level which is positioned at Band 2 of the pay scale.
- 4.4 Bands 3 & 4 of each pay scale provide an opportunity for colleagues to be rewarded above the market rate. It is contingent upon the demonstration of sustained performance that consistency exceeds the normal expectations of the role and there being future work available at these levels. Achievement of these bands will be challenging as they recognise levels of mastery in a role. They are, however, intended to be achievable for highly skilled colleagues who have a greater impact on the role.
- 4.5 **Exception Zone**
- 4.6 In addition to the career progression bands within each pay scale, an Exception Zone exists to provide limited flexibility to pay above the maximum of the relevant pay scale.
- 4.7 Payment of a salary within this zone is intended to reflect very rare circumstances where a staff member is making such an exceptional contribution within their role, that they even exceed the criteria for assessment at Band 4 at the top of their pay scale.
- 4.8 An increase of up to 15% above the pay scale maximum can be awarded.
- 4.9 Colleagues can apply for progression to the exception zone by submitting an assessment within the career band assessment window.

5 Allowances

5.1 In addition to base pay, staff may be eligible to receive certain allowances where specific criteria are met. These allowances apply to all staff, at all grades, subject to the relevant conditions.

5.2 The ICO offers four types of allowance: The ICO offers four types of allowances:

- Additional Responsibilities allowance
- Recruitment and Retention allowance
- On Call allowance
- Excess Fares allowance

5.3 All allowances (with the exception of excess fares) must be approved and confirmed in writing before they take effect and are subject to annual review to ensure compliance and appropriateness. The Excess Fares allowance is not subject to annual review, as it is time-limited and payable only to staff who meet the eligibility criteria set out in the [Excess Fares Policy](#).

5.4 Where it is decided that allowances are removed, appropriate notice periods will be provided and/or transitional arrangements agreed. Decisions will be evidence based, equitable and transparent.

5.5 **Approval Authorities**

5.6 All requests for allowances – with the exception of Excess Fares which does not require approval – should be made through [People Services Help](#).

5.7 People Services will review the supporting evidence and provide a recommendation to the appropriate approval authority

- Roles at levels B–F: Head of People Services
- Roles at level G-G2: Director of People Services
- Roles at level H: Interim Chief Executive

5.8 **Additional Responsibility Allowance**

- 5.9 Where a person is formally required to temporarily undertake duties that are materially additional to, or of a higher level than, those associated with their substantive role, an Additional Responsibility Allowance (ARA) may be payable.
- 5.10 The ARA will be payable only where the individual undertakes a defined and substantial proportion of the duties at a higher level for a specified period which is a minimum 4-weeks.
- 5.11 The level of the ARA will be determined by reference to the range, extent, complexity, and responsibility of the duties undertaken. The percentage applied will reflect the proportion of higher level duties being performed and will ordinarily be applied as a 10% increase. However, an increase cannot exceed the maximum payable under temporary promotion provisions.
- 5.12 The allowance will be paid in addition to base salary, will be non-consolidated and pensionable, and will cease when the agreed period ends or earlier if the additional responsibilities are reduced or withdrawn.
- 5.13 The ARA will not be paid for short-term (less than 4 weeks), ad hoc, or incidental duties, nor for increases in workload that fall within the normal scope or reasonable expectations of the substantive role.
- 5.14 Colleagues working at CB3 and CB4 are eligible for an Additional Responsibility Allowance (ARA). However, these career bands are defined by a requirement to demonstrate broader capability, higher levels of skill, and greater organisational impact than CB2 roles. This includes operating with increased complexity, autonomy and accountability as a normal part of the role.
- 5.15 As such, activities and responsibilities typically undertaken at CB3 and CB4 — even where they extend beyond those expected at CB2 — are regarded as intrinsic to the career band and form part of the standard role expectations. These responsibilities would not normally be considered “materially additional” or “higher level” for the purposes of an Additional Responsibility Allowance and therefore do not usually qualify for payment of the allowance.

5.16 Supporting Evidence

5.17 Any request must provide the following information and have Director support:

- Role Details: Job title, grade and criticality to business operations.
- Nature of Additional Duties.
- Description of the additional duties and the reason for the change.
- Outline the range, extent, and complexity of the additional duties.
- Clear evidence that duties are materially additional to or at a higher level than those of the substantive role.
- Confirmation that the duties represent a defined and substantial proportion of another role, not short-term or incidental tasks.
- Specify the time-limited period for which these duties will apply.

5.18 All business cases for allowances must be submitted to People Services via Workday Help. People Services will review the supporting documentation, assess the scope and complexity of the additional duties, and provide a recommendation on both the appropriateness of the allowance and the amount to be awarded. This recommendation will then be submitted to the relevant approval authority, as outlined at the start of this section.

5.19 Recruitment and Retention Allowance

5.20 In exceptional circumstances, pay flexibility may be applied through the award of a Recruitment and Retention Allowance (RRA) to address one or more of the following business requirements:

- A demonstrable and severe individual retention risk in respect of a named post-holder in a critical role;
- Exceptional recruitment challenges, where clear evidence and / or sustained recruitment activity has failed to secure a suitably qualified, skilled, or experienced candidate due to labour market scarcity or specialist requirements.

5.21 A RRA may be awarded at up to 35% of the maximum of the substantive pay range for the relevant job level and is paid in addition to base salary. The RRA is discretionary, pensionable, non-consolidated, not subject to the annual pay award and non-contractual in nature.

5.22 The RRA is awarded to an individual on the basis of them occupying a specified role. Entitlement to the RRA applies only for the duration that the individual remains in that role and ceases when they no longer undertake the role. An award of an allowance does not create a precedent or entitlement beyond the approved individual and period. Every RRA must be supported by robust and proportionate business evidence, which should include relevant labour market benchmarking, recruitment outcomes, skills scarcity data, and an assessment of the operational, financial, and service impacts associated with non-appointment or loss of the individual.

5.23 Business Case & Approval

5.24 All requests must have Director support and must explain why there is an acute retention risk by including:

- Role Details: Job title, grade and criticality to business operations.
- Retention Risk: information of job offers, adverts and data showing the likelihood of losing the person (turnover trends, market data on skills).
- Impact Assessment: explanation of the potential impact e.g. operational disruption, cost of replacement, lost of knowledge.
- Scarcity of Skills: explanation of the issues to fill the role if the person leave.
- Proposed Allowance Details: Amount, duration and rationale for figure chosen

5.25 People Services will review the submitted business case and provide a recommendation to the appropriate approval authority, as outlined at the start of this section.

5.26 On Call Allowances

5.27 This is paid when a person must be contactable and ready to work between 19:00 and 07:00, with prior management approval.

5.28 The On Call Allowance is payable at a rate of:

- £25 per night (Monday to Sunday)
- £50 per night (Bank Holidays)

5.29 It is paid as a non-consolidated allowance, does not form part of base pay, and is not pensionable.

5.30 Where a person is required to undertake work while on-call, they may claim overtime for the period of work undertaken.

5.31 A minimum claim of one hour applies to each call-out or period of work activity undertaken whilst on-call, regardless of the actual duration. The on-call allowance is payable in addition to any overtime claim.

5.32 To be eligible for payment of the On-Call Allowance, an individual must:

- Be employed in a role for which an on-call arrangement has been formally deemed appropriate;
- Be available to undertake work throughout the designated on-call period;
- Ensure that activities undertaken while on-call do not impede the ability to respond to work requirements (for example, by being away from telephone or IT equipment or being otherwise incapacitated); and
- Have access to the necessary equipment, systems, and resources required to undertake work while away from the office.

5.33 On-Call allowance must be claimed and approved via Workday in accordance with the relevant user guides and payroll deadlines.

5.34 On-Call allowance will not be payable where an individual is absent from work for any reason on what would otherwise have been an on-call night.

5.35 The payment of On-Call Allowances will be subject to ongoing and periodic review to ensure continued operational need and value for money. Where management determine that there is no longer a requirement for an individual or group of people to be on-call, the allowance may be withdrawn.

5.36 People will be given a minimum of one calendar months' notice of the withdrawal of the Call (On-Call) Allowance.

5.37 **Excess Fares Allowance**

5.38 An Excess Fares Allowance may be payable in accordance with the [ICO's Excess Fares Policy](#), where a person is required to incur additional travel costs as a direct result of a management change to their contractual work location.

5.39 The allowance is intended to provide temporary financial support to mitigate increased commuting costs and will be paid strictly in line with the terms, eligibility criteria, duration, and limits set out in the Excess Fares Policy.

5.40 The allowance is taxable, non-consolidated, non-pensionable, and subject to regular review, and will cease automatically at the end of the approved period or earlier if the qualifying circumstances no longer apply.

5.41 **Reviewing Allowances**

5.42 The ICO will monitor the use of allowances to ensure they are applied consistently, transparently, and in line with this Pay Policy.

5.43 All allowances as described in this policy, with the exception of the Excess Fares allowance, will be reviewed to ensure they remain justified, proportionate, and aligned with organisational need and market conditions.

5.44 Reviews will be led by People Services and take place around the annual pay remit (July). The People Services Director will be responsible for signing off the review. The reviews will consider whether

the original rationale for the allowance continues to apply, taking into account factors such as:

- **Assessment of Original Justification:** Confirm whether the recruitment or retention risk that justified and whether there are any changes to role requirements
- **Affordability and Value for Money:** Evaluate whether the allowance remains financially sustainable and proportionate to the business need
- **Market Benchmarking:** Review external pay data and internal comparators to ensure continued competitiveness and fairness.
- **Business Impact:** Consider whether the allowance continues to deliver the intended outcome (e.g., retention of critical skills)
- **Individual's substantive pay position**

5.45 Continued payment is conditional upon these factors. The allowance may be reduced, varied, or withdrawn where the original justification no longer applies. There is no automatic entitlement to continuation or renewal.

5.46 Information on allowances, including the number, type, value, and distribution of payments, will be shared on a bi-annual basis with trade union colleagues for assurance and oversight purposes.

5.47 Introduction of new allowances

5.48 Other allowances both temporary and permanent, may be introduced following consultation with the trade unions and consideration by the Executive Team. The rate payable will depend on the circumstances and the additional responsibilities required.

5.49 Withdrawal and Pay Protection of Allowances

5.50 Pay protection may apply where an allowance ends as a result of organisational, structural, or management-led decisions, subject to the eligibility criteria set out below.

5.51 Where an allowance has been paid on an open-ended (non-time-limited) basis and the individual has undertaken the associated duties for a minimum of 12 continuous months, the individual will be entitled to three months' pay protection.

5.52 In the three months from the date written notification is issued in these circumstances, the allowance will continue to be paid for a period of three months and will cease following the expiry of the pay protection period, subject to payroll cut-off dates.

5.53 Pay protection will not apply in the following circumstances:

- Where the allowance is time-limited;
- Where the allowance has been paid for less than 12 months;
- Where the individual voluntarily ceases to undertake the duties or responsibilities associated with the allowance; or
- Where the individual voluntarily moves to a role that is not eligible for the allowance.

5.54 Temporary absence from duties due to approved leave, sickness absence, or organisational change will not be regarded as voluntary cessation for the purposes of this section.

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6 Pay Review

6.1 The pay scales for all grades are scheduled for review with effect from 1 July each year and will be published as soon as practicable thereafter.

6.2 The current rates of pay can be seen on the [Pay Rates](#) article in Workday Help.

- 6.3 The ICO has freedom to make decision on pay within the parameters of the Civil Service Pay Remit Guidance and in accordance with the terms of its Management Agreement with its sponsor department.
- 6.4 Annual pay increases are not guaranteed and do not constitute a contractual entitlement. Any decision on pay awards will take account of affordability, workforce priorities, and prevailing government pay policy.
- 6.5 To support decision making, the ICO will consider both the Civil Service Pay Remit and the Senior Civil Service (SCS) Pay Award to support effective and balanced decision making. The ICO will also undertake periodic reviews of pay scales, including external benchmarking of salaries at least once every three years, to ensure continued alignment with the market and public sector comparators.
- 6.6 The ICO and its recognised trade unions will negotiate in good faith to reach agreement on pay reviews. While the ICO cannot enter into formal pay negotiations until the annual pay remit has been confirmed, preliminary discussions may take place to help inform and shape the pay remit business case submitted to the sponsor department or HM Treasury.
- 6.7 Where changes to pay scales are not agreed in time for implementation on 1 July, any approved increase will be backdated to 1 July once agreement is reached or consultation processes are concluded.
- 6.8 The ICO and the trade unions will endeavour to reach agreement on pay reviews. Where agreement cannot be reached, the ICO will implement pay changes in accordance with its contractual agreements to colleagues.
- 6.9 Where a pay award is agreed and implemented after its effective date, any resulting increase, including any element of backdated pay, will be processed as a single consolidated payment through payroll.
- 6.10 All colleagues in post from the effective date on 1 July to the implementation date will receive the pay award.

6.11 Where a person is in receipt of a temporary promotion at the time the annual pay award takes effect on 1 July, the pay award will be applied to a person's substantive salary only. The temporary promotion salary will then be recalculated accordingly, based on the updated substantive salary.

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7 Salary on Appointment

7.1 The ICO operates a structured pay framework designed to ensure fairness, transparency, affordability, and alignment with public sector pay principles, while retaining sufficient flexibility to attract candidates with the skills and experience required to deliver the organisation's strategic objectives.

7.2 As a general principle, appointments to a role will normally be made at either:

- Band 0, representing the minimum salary point of the applicable pay range; or
- For internal appointments, an uplift of 10% on the individual's pre-appointment substantive salary, where this exceeds the minimum salary point.

7.3 Where the application of a 10% uplift results in a salary that does not correspond exactly to a defined salary band point within the pay range for the higher grade:

- the person will be paid at that calculated salary; and
- they will be classed as being at the lower band for the purposes of career progression and the pay remit.

7.4 Where colleagues are in receipt of a temporary allowances, described in section 5, the value of this allowance will not be taken into account when calculating promotion pay.

7.5 Such allowances are linked to specific duties and are not guaranteed to continue following promotion. They may be discontinued, amended, or replaced depending on whether the duties of the new role require them.

7.6 This approach supports internal equity, consistency of treatment, and long-term sustainability of the pay framework.

7.7 **Appointment above Band 0**

7.8 Where justified by role requirements, business need and prevailing market conditions, colleagues may be appointed above the pay scale minimum (Band 0), up to the pay scale maximum (Band 4).

7.9 Appointments above Band 0 must be exceptional rather than routine, aligned to the expectations and demands of the role and any such appointment must be supported by a clear, evidence-based rationale, which may include:

- demonstrable market pressures for scarce or specialist skills
- the level of expertise, experience, or capability required to operate effectively in the role from the point of appointment;
- credible and up-to-date market pay benchmarking data.
- difficulties in recruiting at the minimum salary point

7.10 Ordinarily, appointments above band 0 will be limited to a maximum starting salary at band 2. However, in exceptional circumstances and where a higher starting salary is required to secure an appointee with the necessary skills and experience, appointment at band 3 or 4 and/or the use of a recruitment allowance may also be considered.

7.11 Internal Approval Authorities:

- Roles at levels B–F: Head of People Services
- Roles at level G-G2: Director of People Services
- Roles at level H: Interim Chief Executive (approval also required from Cabinet Office where salary exceeds £174,000).

7.12 **Governance, Transparency, and Review**

7.13 All decisions relating to starting salaries for appointments including those above Band 0 and any use of allowances or the exception zone, must be:

- documented with a clear and measurable rationale;
- approved in accordance with governance requirements set out above; and
- applied consistently to mitigate equality, affordability, and pay transparency risks.

7.14 Salary placement decisions will be monitored to ensure alignment with the ICO's pay positioning strategy and to maintain confidence in the integrity of the pay framework.

8 Temporary Promotions

8.1 A temporary promotion is a type of promotion that is for a temporary period either, after an open recruitment exercise has been completed or without an open competition.

8.2 A temporary promotion will not result in a permanent change to a colleague's employment contract or grade.

8.3 The level of pay for a temporary promotion will be calculated in the same way as for a permanent promotion, as described in section 7 of this policy.

8.4 Upon completion of a temporary promotion a colleague's salary will return to the level that it would have been had they remained in their original position for the duration of their temporary promotion.

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9 Senior Pay Controls

9.1 The ICO is subject to the HM Treasury Senior Pay Controls, which require enhanced scrutiny and, where applicable, formal approval from the Chief Secretary to the Treasury (CST) for senior appointments or changes to remuneration.

9.2 All senior pay decisions will be made in accordance with the prevailing HM Treasury guidance, with appropriate governance, documentation, and reporting arrangements in place.

9.3 Approval is mandatory where total remuneration of a role is set at, or exceeds, £174,000 (or the pro-rata equivalent for part-time roles), or where performance-related pay exceeds the applicable threshold.

9.4 Approval is not required where:

- The proposed new total remuneration and performance related pay are the same as or below what the substantive incumbent receives, or
- The proposed new total remuneration involves an increase on the substantive incumbent's entitlement of no more than 5%

9.5 These controls apply to base salary, allowances, pension arrangements, and other elements of total remuneration, and are intended to ensure senior pay delivers value for money, supports the recruitment and retention of senior talent, and maintains fairness and consistency across the public sector.

9.6 **Interim Chief Executive Remuneration**

9.7 The Interim Chief Executive is role that sits outside the ICO's Career Progression Framework. As such, the Interim Chief Executive is not subject to career progression, grade structures, or capability-based progression arrangements that apply to other ICO roles.

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10 Overtime

- 10.1 Overtime is any time worked, or business travel undertaken, at the request of management in addition to contracted working hours, during the hours specified in 10.7 and 10.8. This includes additional hours worked during weekdays, as well as work or business travel undertaken at weekends or on Bank/Public Holidays for eligible grades.
- 10.2 Overtime must be approved in advance by a line manager and accurately recorded in Workday. Claims cannot be made where full and accurate records of the hours worked have not been kept.
- 10.3 The rates of overtime payable are set out in Table 1 as is the alternative of claiming overtime hours as Time Off in Lieu (TOIL).
- 10.4 Retrospective overtime claims must be submitted within a maximum period of three months from the date the work was undertaken; claims submitted outside this timeframe will not be accepted.
- 10.5 As set out in the ICO's [flexi time policy](#), there is a limit to the amount of positive flexi accrual (credit) that can be carried-forward into each 4 week control period. This limit is 14 hours and 48 minutes and any excess of this limit will be forfeited if it has not been taken.
- 10.6 Time spent working or travelling on business at the request of management during the week should normally be recorded as flexi-time. Overtime may only be claimed where exceptional circumstances apply and where prior approval has been given by the line manager.
- 10.7 Colleagues at levels B to F can claim overtime for business travel time or hours worked on Monday to Fridays before 07.00 or after 19.00.
- 10.8 Colleagues at levels B to D can also claim overtime for time travelled or hours worked between 07.00 to 07.55 and 17.55 to 19.00 rather than flexi credit if they choose.
- 10.9 Normal travel to work time must be deducted from any claims for travelling time beginning or ending at a colleague's home. This is the

time it would have taken to travel from their home to contracted place of work. This does not apply if travelling between work locations.

10.10 Working Time Regulations and Overtime

10.11 Working Time Regulations (WTR) continue to apply during overtime, including limits on average weekly working time and requirements for daily/weekly rest and night-work protections. Managers must ensure any overtime does not breach WTR and that appropriate rest is provided.

10.12 In line with the ICO's flexi time policy, where working time exceeds six hours, a minimum uninterrupted break of 30 minutes must be taken.

10.13 Overtime Payments for Part-Time Colleagues

10.14 Additional hours worked during the working week (Monday–Friday), including on days a part-time colleague is not normally contracted to work, will not attract the enhanced overtime rate until full-time equivalent hours have been exceeded. These hours are paid at the standard hourly rate or may be taken as TOIL.

10.15 Enhanced overtime rates apply once full-time equivalent contracted hours are exceeded for eligible hours and time bands, as defined elsewhere in this policy.

10.16 Work undertaken on weekends or Bank/Public Holidays will attract the enhanced overtime rate, even if full-time equivalence has not yet been reached.

10.17 All additional hours must be authorised in advance by the line manager and accurately recorded in Workday.

10.18 Overtime Payments for Colleagues working Compressed Hours

10.19 Colleagues who work compressed hours will be treated in the same way as part-time colleagues for overtime purposes. Overtime is only payable when the total hours worked in a week exceed the full-time equivalent contractual hours for the role.

10.20 Hours worked within a colleague's normal compressed working pattern—such as extending the length of a compressed day—do not attract overtime unless full-time equivalent hours have been exceeded.

10.21 Enhanced overtime rates during the week will only apply where both (a) full-time equivalent hours have been exceeded, and (b) the additional hours fall within an eligible overtime time band as defined in this policy.

10.22 Enhanced overtime rates at a weekend or bank holiday will apply even when full time equivalent hours have not been exceeded, and (b) the additional hours fall within an eligible overtime band as defined in this policy.

10.23 **Overtime Rates**

10.24 The overtime rate payable depends on:

- when the work is undertaken
- A person's job level.

10.25 Weekend and Bank/Public Holiday working attracts enhanced overtime rates and weekday overtime is payable only where the eligibility criteria and time bands set out in this policy are met.

	Hourly rate for overtime, travel or TOIL				
	Level B-C	Level D	Level E-F	Level G-G2	Level H - CEO
Weekday	x1.5 overtime x1 for travel x1 for TOIL	x1	x1	Not compensated	Not compensated
Saturday	x2	x1.75	x1.5	x1	
Sunday / Public Hol	x2	x2	x2	x1	
Non-working day	x1	x1	x1	x1	

Table 1. Shows hourly rates of overtime, travel or TOIL

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11 Call Out Payments

11.1 A call out payment may be made to members of staff who are called out from home to conduct emergency maintenance, repairs or other work on ICO facilities or infrastructure.

11.2 A call out payment may be paid to other staff in exceptional circumstances if they must attend the office but are not carrying out work on ICO facilities or infrastructure. Payment in these exceptional circumstances will be paid at the same rate.

11.3 To be eligible for a call out payment a colleague must either:

- have been called out from home to deal with an emergency
- have received less than 12 hours' notice of being required to work for at least three hours duration after 7.00pm.

11.4 For the purposes of this policy, an emergency is defined as an unplanned event that presents an immediate risk to business operations, safety, security, or critical systems and requires prompt action.

11.5 A flat rate of £60 will be paid per incident.

11.6 Overtime can also be claimed in addition to the call out payment from the point at which a person starts undertaking the duties required to address the incident.

11.7 All claims must be recorded through the normal payroll process and supported by relevant details of the incident, time worked, and be authorised by an appropriate manager.

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12 Payment Errors and Overpayments

12.1 This section sets out how the organisation will handle payroll errors, including underpayments and overpayments, in a way that is timely, transparent, reasonable and auditable.

12.2 Occasionally errors may occur regarding the amount paid to colleagues.

12.3 When an underpayment has been confirmed, the correct payment will be made, together with any arrears due, in the next available salary payment.

12.4 If the amount is material or causes financial hardship, People Services may arrange an interim (off-cycle) payment.

12.5 If an overpayment has been identified, People Services will advise the colleague that they have been overpaid and provide:

- The cause of the error and period(s) affected;
- A calculation breakdown (gross, tax, NI, pension and net impacts);
- The proposed repayment options and indicative schedule;

12.6 The ICO is entitled to recover any overpayments. However, recovery will be conducted in a fair and reasonable manner and wherever possible, by agreement.

12.7 Recovery is normally by deductions from future salary. However, alternative methods can be agreed where appropriate.

12.8 People Services will agree a repayment schedule that takes account of:

- The amount overpaid;
- A person's net pay and essential outgoings (where shared);
- Any vulnerability or hardship;
- Other existing payroll deductions.

- 12.9 As a guide, recovery via payroll would not normally exceed 12 months. Longer periods may be agreed to avoid hardship, and shorter periods may be used for small amounts or with a person's agreement.
- 12.10 Any deductions will be confirmed in writing before they commence, including amounts and pay periods affected
- 12.11 If agreement cannot be reached, the ICO may proceed with recovery in a reasonable and proportionate manner and will provide advance written notice of deductions.
- 12.12 Where an individual leaves the organisation and any sums remain outstanding—for example, due to overpayments or repayments due under the terms of this policy—the full remaining balance will be deducted from their final salary payment.
- 12.13 If the final pay is insufficient to recover the total amount owed, the organisation will issue an invoice for the outstanding balance and will expect prompt repayment in line with our standard debt-recovery processes.

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13 Unpaid Leave

- 13.1 There may be occasions when you may be granted unpaid leave e.g. to care for a dependent. Where unpaid leave is approved, a deduction will be made from your salary to reflect the unpaid day(s).
- 13.2 ICO colleagues are paid on the basis of a seven-day week. Salary deductions for unpaid leave will therefore be calculated as follows:
- 13.3 $(\text{Full Time Equivalent annual salary} \times \text{no. of days of unpaid leave}) \div 365$

13.4 **Strike Action**

13.5 Where a colleague participates in strike action, a deduction from salary will be made. Deductions relating to strike action will be calculated using the same method as unpaid leave.

13.6 **Excess Annual Leave on Leaving**

13.7 If a colleague leaves the ICO having taken more annual leave than they have accrued by their leaving date, a deduction will be made from their salary. This deduction will be calculated as follows:

13.8 Hourly rate \times 7.4 \times No. of days of leave taken above accrued entitlement

13.9 (Hourly rate = Full Time Equivalent Salary \div 52 \div 37)

13.10 If a colleague works non-standard hours, the deduction will be calculated as follows:

13.11 Hourly rate \times No. of hours in your standard day \times No. of days of leave taken above accrued entitlement

13.12 Where final salary is insufficient to cover the full value of the excess leave taken, an invoice will be issued for the amount owed.

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14 Buying and selling leave

14.1 The ICO offers colleagues the flexibility to purchase up to 5 additional days of annual leave per leave year and to sell back up to 10 days (subject to minimum leave requirements).

14.2 This is a benefit designed to support work-life balance while ensuring compliance with statutory minimum annual leave.

14.3 **Buying Annual Leave**

14.4 Colleagues can purchase up to 5 additional days per leave year (pro-rated for part-time staff).

14.5 Colleagues can buy leave at any point during the year, but purchased leave must be taken and cannot be carried forward or banked.

14.6 The cost of purchasing annual leave will be based on a person's salary at the point of application, excluding allowances and any non-pensionable payments. The calculation is as follows for people working full time as follows:

14.7 Hourly rate x 7.4 x No. of days of leave purchased

14.8 Salary deductions to account for annual leave purchases will be made over a period of either one, three, six or 12 months, in agreement with you.

14.9 Purchasing annual leave does not affect pensionable pay, overtime calculations or other salary related benefits.

14.10 To submit an application, please read the Buying and Selling Leave article on Workday.

14.11 **Selling Annual Leave**

14.12 Colleagues may sell up to 10 days annual leave per year (pro-rated for part time staff) and leave can be sold at any point during the year.

14.13 Annual leave may only be sold if, after the sale, the colleague has taken or will be able to take at least 20 days of contractual annual leave in one leave year.

14.14 Payment for sold annual leave is calculated using a colleague's basic annual salary at the time of application, exclusive of allowances and non-pensionable payments. The calculation is as follows for full time colleagues:

14.15 Hourly rate x 7.4 x No. of days of leave purchased

14.16 **Non-Standard Hours**

14.17 Colleagues who work non standard hours may also buy and sell annual leave. The calculation for buying annual leave is as follows:

14.18 Hourly rate x No. of hours in non-standard day x No. of days of leave purchased.

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15 Season Ticket Loans

15.1 The ICO offers Season Ticket Loans to support colleagues with the upfront cost of travel or eligible car parking season tickets. This is provided as an interest-free salary advance / loan, repayable through payroll deductions.

15.2 **Nature of the Advance**

15.3 The Season Ticket Advance is a salary loan, not a benefit. It is interest-free, non-pensionable, and does not increase pensionable pay.

15.4 It does not form part of salary for any pay-related calculations, including overtime, allowances, redundancy, or other contractual payments.

15.5 Advances may be used to cover the cost of Public Transport and Car Parking season tickets for 3, 6, 9 and 12 months.

15.6 **Eligibility**

15.1 Season ticket loans are available to people on permanent and fixed-term contracts. There is no minimum service requirement.

15.2 People on fixed term contracts must have a remaining contract length that fully covers the repayment period.

15.3 Only 1 active Season Ticket Advance may be held at any time.

15.4 **Application Process**

15.5 Applications are made by raising a case through People Services Help and providing the following information:

- Total loan amount
- Repayment duration
- Additional details of the company ticket to purchase

15.6 If a colleague requires the loan to make the initial purchase, the loan will be conditional on providing proof of purchase within at least 14 days of receipt of the loan.

15.7 Applications do not require manager approval.

15.8 **Repayment Terms**

15.9 Repayment will be made via fixed payroll deductions over the agreed number of repayment periods.

15.10 Repayments will begin from the first available payroll run following payment of the advance.

15.11 Repayment amounts are fixed and will not change due to any changes in working pattern, working hours, commuting arrangements, attendance or leave.

15.12 Repayments will continue in full during periods of sickness absence, maternity, paternity, shared parental leave and adoption leave. The organisation will, however, ensure that these deductions do not reduce a colleague's pay below the level of any statutory payments they are entitled to receive during these periods.

15.13 Where a person is on nil pay, an extension to the loan period may be agreed. However, repayments will resume once pay recommences.

15.14 If a person does not return to work, any outstanding balance will be recovered in line with leaver provisions.

15.15 Leavers

15.16 Any outstanding balance will be automatically deducted from final salary, where sufficient pay is available.

15.17 If final salary is insufficient, the ICO will recover the debt from any accrued annual leave owed. Any remaining debt will remain recoverable by the ICO.

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16 Advance Payment Terms

16.1 The ICO can make advance payments to new starters if:

- Payroll have been unable to process their payment in time, resulting in a long period between starting with the ICO and receiving a salary payment from payroll.
- Where an underpayment of basic salary has occurred. This may include, but is not limited to, circumstances where contractual or approved HR changes cannot be processed before the payroll cut-off date.

16.2 Advance payments may also be made, in exceptional cases of financial hardship, subject to approval from the Director of People Services. Any advance paid under these provisions will be limited to:

- A maximum of 2 weeks pay
- A maximum payback period of 6 months

16.3 Any agreement made is on the basis that if the person leaves the organisation, the full outstanding balance will be recovered from final salary payment.

16.4 If the final pay is insufficient to recover the total amount owed, the organisation will issue an invoice for the outstanding balance and will

expect prompt repayment in line with our standard debt-recovery processes.

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17 Cycle to Work Scheme

17.1 The ICO operates a Cycle to Work Scheme in line with HMRC guidance, enabling eligible colleagues to obtain a bicycle and associated safety equipment for commuting and work-related travel through a salary sacrifice arrangement.

17.2 Participation in the scheme is voluntary and subject to the terms and conditions in place at the time of application. Any salary sacrifice will apply for a fixed period and will result in a temporary reduction to contractual pay for the duration of the agreement. This reduction may affect pay related calculations such as pension contributions, statutory payments, and other salary linked benefits.

17.3 Eligibility for, and participation in, the scheme is subject to meeting minimum salary requirements and continued employment throughout the salary sacrifice period. Where a colleague leaves the ICO before the end of the agreement, outstanding amounts will normally be recovered from final salary, in line with scheme rules.

17.4 Further details, including eligibility criteria and current arrangements, are available on the ICO intranet.

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18 Demotions

18.1 There are several reasons why a person may be demoted, for example as the outcome to a disciplinary hearing, re-deployment restructuring or because a person has chosen to apply for or take up a lower graded post.

18.2 Where a person is demoted because of disciplinary action or organisational restructure, their existing rate of pay will be protected. Pay will be frozen until the maximum salary for the new role equals or exceeds the person's protected rate. Thereafter, pay progression will be in line with the maximum of the new job level.

18.3 If a colleague chooses to apply for, or voluntarily request to take, a lower graded post, they will move to the same career band point at the lower job level.

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19 County Court Order, attachment to earning and student loan repayments

19.1 If a colleague is subject to a county court judgement order or an attachment to earnings order the information will be forwarded to payroll and the appropriate deductions will be taken from their monthly salary. The deduction will be indicated on their pay slip.

19.2 If a colleague has a student loan they may be required to make repayments direct from their salary. This will depend on their rate of salary. If deductions are required, they will be indicated on their pay slip.

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20 Remuneration Advisory Panel / People Committee

20.1 The Remuneration Advisory Panel will comprise of the non-executive board and the Commissioner.

20.2 The terms of reference for the Remuneration Advisory Panel describe in detail the role, make-up and parameters of the committee.

20.3 The main function of the Remuneration Advisory Panel will be to act as a sounding board to the Commissioner in determining the salary levels of senior colleagues at job level H.

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Feedback on this document

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Version history

Version	Changes Made	Date	Made by
1.2	Refresh	26/11/2018	-
1.3	Pay rates updated	17/01/2019	-
1.4	Refresh	01/03/2019	-
1.5	Pay rates updated	22/02/2021	SG
1.6	Pay rates updated	09/01/2021	SG
1.7	Pay rates updated	16/06/2023	MWS
1.8	Policy amended to include references to Interim CEO	29/06/2025	Conor Harris
1.9	Policy reviewed	01/05/2026	Conor Harris