

# NHS Terms and Conditions of Service Handbook

**THE NHS STAFF COUNCIL**  
**WORKING IN PARTNERSHIP**

**Amendment number 38**

Pay and Conditions Circular (AforC) number 1/2017

# Introduction

## Introduction

The terms and conditions of service set out in this handbook apply in full to all staff directly employed by NHS organisations, except very senior managers and staff within the remit of the Doctors' and Dentists' Review Body. NHS organisations include Health and Social Care organisations in Northern Ireland. References to the NHS throughout this document should be read as including these organisations where appropriate.

This Handbook is published on the NHS Employers [Agenda for Change web section](#). It is not published in hard copy. It is amended whenever new agreements are reached in the NHS Staff Council. Amendments to the Handbook are published in numbered pay and conditions circulars which set out details of the changes, including the effective date(s) of changes to pay and conditions. The title page shows the number of the latest amendment and the number of the circular which announced it. Footnotes refer to the pay circular which contained the last amendment to each Section.

Some sections and annexes only apply to specific countries and these are indicated in brackets after the relevant section and annex title.

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# Part 1: Principles and Partnership

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# Principles and partnership

1.1 All NHS employers are obliged to adhere to employment and tax law and other statutory provisions. The NHS Staff Council will review this Handbook periodically, taking account of changes to relevant legislation.

1.2 In Scotland, the statutory framework includes legislation on staff governance as set out in the NHS Reform (Scotland) Act 2004 and the Staff Governance Standard. Compliance with this standard includes implementation of Partnership Information Network (PIN) guidelines, which define a minimum standard of best employment practice. This handbook should be read in conjunction with the provisions of the PIN policies as listed in Annex 22.

1.3 The provisions set out in this handbook are based on the need to ensure a fair system of pay for NHS employees which supports modernised working practices. The provisions recognise that modern forms of healthcare rely on flexible teams of staff providing patient care 24 hours a day, 7 days a week, 365 days a year and applying a wide range of skills.

1.4 Nationally, employer and trades union representatives have agreed to work in partnership to maintain an NHS pay system which supports NHS service modernisation and meets the reasonable aspirations of staff. The national partners have agreed to work together to meet the reasonable aspirations of all the parties to:

- ensure that the pay system leads to more patients being treated, more quickly and being given higher quality care;
- assist new ways of working which best deliver the range and quality of services required, in as efficient and effective a way as possible, and organised to best meet the needs of patients;
- assist the goal of achieving a quality workforce with the right numbers of staff, with the right skills and diversity, and organised in the right way;
- improve the recruitment, retention and morale of the NHS workforce;
- improve all aspects of equal opportunity and diversity, especially in the areas of career and training opportunities and to ensure working patterns that are flexible and responsive to family commitments;
- meet equal pay for work of equal value criteria, recognising that pay constitutes any benefits in cash or conditions.

## Local partnership

1.5 Trades union and employer representatives at national level actively support, encourage and promote a partnership approach to the development of the pay system. Their aim is to

ensure the pay system supports NHS service modernisation and meets the reasonable aspirations of staff. Employers and trades unions are expected to work in partnership to apply the pay system at local level.

1.6 To this end, employers should ensure that the representatives of trade unions and other staff organisations, recognised for purposes of collective bargaining at local level, are released appropriately to participate in the partnership process and that nominated officers of local staff representatives can be fully involved in the local partnership arrangements. The adequacy of facilities arrangements will be monitored by the NHS Staff Council.

1.7 Within NHSScotland the Staff Governance Standard applies. This can be found at: <http://www.staffgovernance.scot.nhs.uk/what-is-staff-governance/staff-governance-standard/>

## Wider human resources issues

1.8 Pay modernisation is an integral part of the human resource strategies of the NHS in England, Scotland, Wales and Northern Ireland. All parties recognise that the pay system should be consistent with the wider human resource policies set out in the relevant strategies.

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*The NHS Staff Council Pay circular (AforC) 4/2014:  
amendment number 33.*

# Part 2: Pay

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# Section 1: Pay structure (England and Wales\*1)

## Pay spines

1.1 The NHS pay system as a whole will have two pay spines or series of pay bands: pay spine one for staff within the remit of the Doctors' and Dentists' Review Body and pay spine two for staff within the extended remit of the NHS Pay Review Body (NHSPRB).

1.2 This Handbook sets out pay and conditions for staff within the remit of the NHSPRB. Section 40 explains the role of the NHS Staff Council, its Executive and the NHS pay review bodies. Annex 16 sets out the extended coverage of the NHSPRB. Pay and conditions for the most senior managers are outside the scope of this Handbook (see paragraph 1.7 in this Section).

1.3 The pay spine for staff covered by the NHSPRB will be divided into nine pay bands. All staff covered by this pay system will be assigned to one of these pay bands on the basis of job weight, as measured by the NHS Job Evaluation Scheme.

1.4 To assist this process, a set of NHS jobs have been evaluated and national job profiles drawn up where the job evaluation score is agreed. Staff whose jobs match these profiles will be assigned on the basis of the profile score. Other jobs will be evaluated locally on a partnership basis. When new posts are created or existing posts re-designed the principles set out in the Job Evaluation Handbook (third edition) will apply.

1.5 The NHS Job Evaluation Handbook<sup>2</sup> sets out the basis of job evaluation, which underpins the pay system and includes the factor plan, the weighting and scoring document and a guide for matching posts locally.

1.6 The nine pay bands and their corresponding job evaluation scores are set out in Table 1(a)<sup>3</sup>. Within this structure, pay band 8 is sub-divided into four ranges.

**Table 1 (a)**

### Pay bands and job weight

NHS Pay Review Body (NHSPRB) spine	
Pay band	Job weight
1	0 - 160
2	161 - 215

3	216 - 270
4	271 - 325
5	326 - 395
6	396 - 465
7	466 - 539
8a	540 - 584
8b	585 - 629
8c	630 - 674
8d	675 - 720
9	721 - 765

1.7 There are separate arrangements for Chief Executives and directors at board level whose posts are not subject to the pay system in this Handbook<sup>4</sup>. These alternative arrangements may also apply to other senior posts which, in this pay structure, have been assessed as having a job weight over 630 points<sup>5</sup>.

## Pay progression

1.8 Incremental pay progression for all pay points, within each pay band, will be conditional upon individuals demonstrating that they have the requisite knowledge and skills/competencies for their role and that they have demonstrated the required level of performance and delivery during the review period, as determined locally in line with Annex 23 (England and Wales).

1.9 Provided the appropriate level of performance and delivery has been achieved during the review period, individuals will progress from pay point to pay point on an annual basis. For pay bands 1 to 7, 8A and 8B this will apply to all the pay points in each pay Band. For pay bands 8C, 8D and 9 this will apply for the first 4 pay points in the band (see Annex 2 and paragraphs 1.11 to 1.15 in this Section).

1.10 Ordinarily, pay progression should not be deferred on performance grounds unless there has been a prior documented discussion between the individual and the person undertaking their review, regarding failure to meet the required level of performance, and the employee has been given a reasonable opportunity to demonstrate the required improvement before the decision on pay progression is taken. This prior discussion would need to identify areas for improvement and any reasonable developmental support the individual may require to operate at the required local level of performance.

## Annually earned pay points

1.11 Pay progression beyond the first four pay points in pay bands 8C, 8D and 9 will be dependent upon the achievement of locally determined levels of performance. Staff will progress through the last two pay points in these pay bands only when they are assessed as

having met the required level of performance.

1.12 Pay progression for this level of performance will be non-recurring and reviewed on an annual basis<sup>7</sup>. When an individual who holds an annually earned pay point has not met the required level of performance and delivery for a given year, they will have one annually earned pay point withdrawn. The last two pay points in pay bands 8C, 8D and 9 (the annually earned points) will not be subject to pay protection<sup>8</sup>.

1.13 Where incremental points are withdrawn, this does not preclude normal capability and disciplinary procedures being followed and appropriate action taken, when appropriate.

1.14 Annex 23 (England and Wales) sets out the principles which will underpin these systems and provides guidance on their operation.

1.15 In England this will apply to appraisal objectives after April 2013 for incremental pay progression post April 2014 and in Wales this will apply to appraisal objectives after April 2015 for incremental pay progression post April 2016.

1.16 Annex 3 sets out the values of the pay points in the pay bands and the pay spine in England, in full, effective from 1 October 2004. The latest values of the pay points are in Annex 2. Employers elsewhere will need to refer to the relevant documents in their countries.

## Incremental Dates

1.17 For newly appointed or promoted staff the incremental date will be the date they take up their post.

1.18 All other staff will retain their current incremental date.

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<sup>\*1</sup> in Wales this Section is part of a three year agreement. It applies there until 31 December 2017.

<sup>2</sup> Available, together with the nationally evaluated job profiles, on the Agenda for Change website at: <http://www.nhsemployers.org/your-workforce/pay-and-reward/pay/job-evaluation>

<sup>3</sup> See the question and answer guidance in Annex 28 (England and Wales).

<sup>4</sup> See the question and answer guidance in Annex 28 (England and Wales).

<sup>5</sup> See the question and answer guidance in Annex 28 (England and Wales).

<sup>6</sup> See the question and answer guidance in Annex 28 (England and Wales).

<sup>7</sup> See the question and answer guidance in Annex 28 (England and Wales).

<sup>8</sup> See the question and answer guidance in Annex 28 (England and Wales).

*Pay circular (AforC) 1/2016: amendment number 36*

# Section 1: Pay Structure (Scotland and Northern Ireland)

## Pay spines

1.1 The NHS pay system as a whole will have two pay spines or series of pay bands: pay spine one for staff within the remit of the Doctors' and Dentists' Review Body and pay spine two for staff within the extended remit of the NHS Pay Review Body (NHSPRB).

1.2 This Handbook sets out pay and conditions for staff within the remit of the NHSPRB. Section 40 explains the role of the NHS Staff Council, its Executive and the NHS pay review bodies. Annex 16 sets out the extended coverage of the NHSPRB. Pay and conditions for the most senior managers are outside the scope of this Handbook (see paragraph 1.7 in this Section).

1.3 The pay spine for staff covered by the NHSPRB will be divided into nine pay bands. All staff covered by this pay system, will be assigned to one of these paybands on the basis of job weight, as measured by the NHS Job Evaluation Scheme.

1.4 To assist this process, a set of NHS jobs have been evaluated and national job profiles drawn up where the job evaluation score is agreed. Staff whose jobs match these profiles will be assigned on the basis of the profile score. Other jobs will be evaluated locally on a partnership basis.

1.5 The NHS Job Evaluation Handbook (fourth edition)<sup>1</sup> sets out the basis of job evaluation, which underpins this pay system and includes the factor plan, the weighting and scoring document and a guide for matching posts locally.

1.6 The nine pay bands and their corresponding job evaluation scores are set out in Table 1<sup>2</sup>. Within this structure, pay band 8 is sub-divided into four ranges.

**Table 1**

### **Pay bands and job weight**

<b>NHS Pay Review Body (NHSPRB) spine</b>	
<b>Pay band</b>	<b>Job weight</b>
1	0 – 160
2	161 – 215



3	216 – 270
4	271 – 325
5	326 – 395
6	396 – 465
7	466 – 539
8a	540 – 584
8b	585 – 629
8c	630 – 674
8d	675 – 720
9	721 – 765

1.7 There are separate arrangements for Chief Executives and directors at board level<sup>3</sup>. These may also apply to other senior manager posts with a job weight over 720 points.

1.8 Within each pay band there will be a number of pay points to allow pay progression in post. Staff will progress from point to point on an annual basis to the top point in their pay band or pay range, provided their performance is satisfactory and they demonstrate the agreed knowledge and skills appropriate to that part of the pay band or range. Staff joining pay band 5 as new entrants will have accelerated progression through the first two points in six monthly steps (that is, they will move up one pay point after six months and a further point after 12 months) providing those responsible for the relevant standards in the organisation are satisfied with their standard of practice. This 12 month period will be referred to as “Preceptorship”.

1.9 Section 6 sets out in more detail how the system of career and pay progression will work and gives details of the NHS Knowledge and Skills Framework which underpins it.

1.10 Annex 3 sets out the values of the pay points in the pay bands and the pay spine in England, in full, effective from 1 October 2004. The latest values are in Annex 2. Employers elsewhere will need to refer to the relevant documents in their countries.

## Incremental Dates

1.11 For newly appointed or promoted staff the incremental date will be the date they take up their post.

1.12 All other staff will retain their current incremental date.

<sup>1</sup> Available, together with the nationally evaluated job profiles, on the Agenda for Change website at:  
<http://www.nhsemployers.org/your-workforce/pay-and-reward/pay/job-evaluation>

<sup>2</sup> See the question and answer guidance in Annex 28 (Scotland and Northern Ireland)

<sup>3</sup> See the question and answer guidance in Annex 28 (Scotland and Northern Ireland)

*Information note number 1: amendment number 34*

# Section 2: Maintaining round the clock services (England and Wales\*1)

## Supporting staff who work evenings, at night, weekends and on general public holidays

2.1 The NHS delivers patient services around the clock. Where staff are required to work to cover services in the evening, at night, over weekends and on general public holidays, the NHS Staff Council has agreed that they should receive unsocial hours payments. Section 34 Flexible working arrangements and Section 35 Balancing work and personal life set out the principles underlying this.

2.2 This Section is effective from 1 April 2008. It replaces the “interim regime” previously set out in this Section. It applies to all staff employed on the terms and conditions of service in this Handbook.

2.3 The pay of staff working evenings, nights or weekends, on and after 1 April 2008, will be worked out in line with paragraphs 2.4 to 2.25 in this Section. The incremental dates of staff paid under these arrangements will not change.

2.4 This agreement will not apply to ambulance staff who are employed by ambulance organisations or other organisations in England and Northern Ireland. These are staff who would have been subject to the provisions of the Ambulance Whitley Council had they been employed on Whitley contracts before Agenda for Change.<sup>2</sup> They will continue to receive unsocial hours payments in accordance with Annex 5 and Annex 6. All other staff in ambulance organisations in England and Northern Ireland will move to the system in Annexes 5 and 6 by 1 April 2011. The transitional arrangements will be worked out in partnership in ambulance organisations.

2.5 The arrangements which will apply to ambulance staff in Scotland and Wales will be discussed and agreed in partnership in each country.

2.6 The standard hours of work are set out in paragraph 10.1.

2.7 Staff will receive an unsocial hours payment for their work in standard hours which is done at the times shown in Table 2.

2.8 Unsocial hours payments will be worked out using basic salary. This will include any long term recruitment and retention premiums. It will not include short-term recruitment and retention premiums, high cost area supplements or any other payment.

2.9 Any extra time worked in a week, above standard hours, will be treated as overtime and Section 3 will apply. Paragraphs 2.26 to 2.28 in this Section and Annex 29 set out the arrangements for on-call and other extended service cover. Staff cannot receive unsocial hours payments and payments for on-call and other extended service cover for the same hours of work.

**Table 2**

**Unsocial hours payments**

Column 1	Column 2	Column 3
Pay band	All time on Saturday (midnight to midnight) and any week day after 8 pm and before 6 am	All time on Sundays and Public Holidays (midnight to midnight)
1	Time plus 50%	Double Time
2	Time plus 44%	Time plus 88%
3	Time plus 37%	Time plus 74%
4 - 9	Time plus 30%	Time plus 60%

2.10 The rates shown in table 2, column 2, will be paid for all unsocial hours worked on a Saturday (midnight to midnight) and on weekdays between 8 pm and 6 am. The rates shown in column 3 will be paid for all hours worked on Sundays and public holidays (midnight to midnight).

2.11 Where a continuous night shift or evening shift on a weekday (other than a public holiday) includes hours outside the period of 8 pm to 6 am, the enhancements in column 2 should be applied to the whole shift if more than half of the time falls between 8 pm and 6 am.

2.12 Staff will only receive one rate of unsocial hours payment for each hour worked.

## Promotion

2.13 If on promotion, the working pattern remains substantially the same, staff will move to the first incremental point producing an increase when basic pay, any long-term recruitment and retention premium and the unsocial hours payment, are combined. If the working pattern changes on promotion paragraph 6.21 in Section 6 (England and Wales) will apply.

## Occupational sick and contractual maternity pay

2.14 For staff on pay spine points 1 to 8 and those absent due to injuries, diseases or other health conditions sustained or contracted in the discharge of their duties of employment, (see paragraph 14.7 in Section 14 (England and Wales) and who are not in receipt of injury allowance, all unsocial hours payments will be pensionable and will count for occupational sick pay in line with paragraph 14.4 in Section 14 (England and Wales) and contractual maternity pay, in line with Section 15.

2.15 From 31 March 2013 in England and from 1 January 2015 in Wales, for staff on pay spine points 9 to 54, unsocial hours payments will be pensionable and will count for contractual maternity pay only, in line with Section 15. Unsocial hours payments will not be payable during sickness absences.

2.16 Unsocial hours payments will not be included in any part of the calculation of overtime payments, on-call payments nor any other payment described in this Handbook.

## Annual leave

2.17 Pay during annual leave is set out in paragraph 13.9.

## Part time staff and other staff working non-standard hours

2.18 Part time staff working less than 37.5 hours a week will be eligible for unsocial hours payments.

2.19 Staff on annualised hours contracts will be eligible for unsocial hours payments as in Table 2.

## Self-rostering schemes

2.20 Where teams of staff agree rosters among themselves, including who covers unsocial hours shifts, it will be for the team to decide how these shifts are allocated, provided the team continue to provide satisfactory levels of service cover.

## Prospective application

2.21 This agreement may be used retrospectively or prospectively. It will be for local partnerships to decide which option best meets local operational needs.

2.22 If this agreement is used prospectively it must comply with the principle of equal pay for work of equal value. It must produce broadly the same level of payments as a retrospective system, including for part-time staff. Local partnerships will need to agree a reference period that can be used to calculate the appropriate level of prospective payment.

2.23 Prospective systems are more likely to be satisfactory where work patterns are predictable. If rotas vary so much that it is not possible to predict working patterns accurately this is likely to be a good reason to choose to use the system retrospectively.

2.24 If operating the prospective system there will need to be periodic checks on the level of payments produced. These will need to be compared with the level of payments produced by the system in its retrospective form to ensure that the levels are broadly similar. This will allow early action to be taken in partnership if it does not.

2.25 Where the system is used prospectively an unforeseen change payment of £15 will be available. This will be used where it is necessary for employers to ask staff to change their shift within 24 hours of the scheduled work period. The payment is not applicable to shifts that staff agree to work as overtime, or that they swap with other staff members. It is not

available, in any circumstances, in the retrospective system.

## On-call and other extended service cover from 1 April 2011

2.26 On-call systems exist as part of arrangements to provide appropriate service cover across the NHS. A member of staff is on-call when, as part of an established arrangement with his/her employer, he/she is available outside his/her normal working hours – either at the workplace, at home or elsewhere – to work as and when required.

2.27 Employees on-call are entitled to receive an on-call payment. From 1 April 2011 this payment will be determined by local agreement on harmonised payments for on-call and other extended service cover. Local agreements need to be consistent with the 12 principles set out in Annex 29.

2.28 The “interim regime” formerly set out in this Section is consistent with these principles. It is now in Annex 29.

## Christmas and New Year holidays at weekends

2.29 General and public holiday entitlements are in Section 13. These include Christmas Day, Boxing Day (26 December) and New Year’s Day. When any of these holidays falls on a Saturday or Sunday arrangements will need to be made to ensure that the right of staff to three public holidays in the Christmas and New Year holiday period is preserved. Annex 25 sets out what applies when staff work on general and public holidays in this holiday period. In Scotland there are four public holidays over the Christmas/New Year period. Further information is available from [www.msg.scot.nhs.uk](http://www.msg.scot.nhs.uk)

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\*<sup>1</sup> In Wales this Section is part of a three year agreement. It applies there until 31 December 2017.

<sup>2</sup> See the question and answer guidance in Annex 28 (England and Wales).

*Information note number 1: amendment number 34*

# Section 2: Maintaining round the clock services (Scotland and Northern Ireland)

## Supporting staff who work evenings, at night, weekends and on general public holidays

2.1 The NHS delivers patient services around the clock. Where staff are required to work to cover services in the evening, at night, over weekends and on general public holidays, the NHS Staff Council has agreed that they should receive unsocial hours payments. Section 34 Flexible working arrangements and Section 35 *Balancing work and personal life* set out the principles underlying this.

2.2 This Section is effective from 1 April 2008. It replaces the “interim regime” previously set out in this Section. It applies to all staff employed on the terms and conditions of service in this Handbook.

2.3 The pay of staff working evenings, nights or weekends, on and after 1 April 2008, will be worked out in line with paragraphs 2.4 to 2.23 in this Section. The incremental dates of staff paid under these arrangements will not change.

2.4 This agreement will not apply to ambulance staff who are employed by ambulance organisations in England and Northern Ireland. These are staff who would have been subject to the provisions of the Ambulance Whitley Council had they been employed on Whitley contracts before Agenda for Change.<sup>1</sup> They will continue to receive unsocial hours payments in accordance with Annex 5 and Annex 6. All other staff in ambulance organisations in England and Northern Ireland will move to the system in Annexes 5 and 6 by 1 April 2011. The transitional arrangements will be worked out in partnership in ambulance organisations.

2.5 The arrangements which will apply to ambulance staff in Scotland and Wales will be discussed and agreed in partnership in each country.

2.6 The standard hours of work are set out in paragraph 10.1.

2.7 Staff will receive an unsocial hours payment for their work in standard hours which is done at the times shown in Table 2.

2.8 Unsocial hours payments will be worked out using basic salary. This will include any long term recruitment and retention premiums. It will not include short-term recruitment and retention premiums, high cost area supplements or any other payment.

2.9 Any extra time worked in a week, above standard hours, will be treated as overtime and Section 3 will apply. Paragraphs 2.24 to 2.26 in this Section and Annex 29 set out the arrangements for on-call and other extended service cover. Staff cannot receive unsocial hours payments and payments for on-call and other extended service cover for the same hours of work.

**Table 2**

<b>Unsocial hours payments</b>		
<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Pay band</b>	<b>All time Saturday (midnight to midnight) and any week day after 8pm and before 6am</b>	<b>All time on Sundays and Public Holidays (midnight to midnight)</b>
<b>1</b>	<b>Time plus 50%</b>	<b>Double Time</b>
<b>2</b>	<b>Time plus 44%</b>	<b>Time plus 88%</b>
<b>3</b>	<b>Time plus 37%</b>	<b>Time plus 74%</b>
<b>4 - 9</b>	<b>Time plus 30%</b>	<b>Time plus 60%</b>

2.10 The rates shown in table 2, column 2, will be paid for all unsocial hours worked on a Saturday (midnight to midnight) and on weekdays between 8 pm and 6 am. The rates shown in column 3 will be paid for all hours worked on Sundays and public holidays (midnight to midnight).

2.11 Where a continuous night shift or evening shift on a weekday (other than a public holiday) includes hours outside the period of 8 pm to 6 am, the enhancements in column 2 should be applied to the whole shift if more than half of the time falls between 8 pm and 6 am.

2.12 Staff will only receive one rate of unsocial hours payment for each hour worked.

## Promotion

2.13 if on promotion, the working pattern remains substantially the same, staff will move to the first incremental point producing an increase when basic pay, any long-term recruitment and retention premium and the unsocial hours payment, are combined. if the working pattern changes on promotion paragraph 6.35 will apply.

## Occupational sick and contractual maternity pay

2.14 All unsocial hours payments will be pensionable and will count for occupational sick pay in line with paragraph 14.4 and contractual maternity pay, in line with Section 15. They will not be included in any part of the calculation of overtime payments, on-call payments nor any other payment described in this Handbook.

## Annual leave



2.15 Pay during annual leave is set out in paragraph 13.9.

## Part time staff and other staff working non-standard hours

2.16 Part time staff working less than 37.5 hours a week will be eligible for unsocial hours payments.

2.17 Staff on annualised hours contracts will be eligible for unsocial hours payments as in Table 2.

## Self-rostering schemes

2.18 Where teams of staff agree rosters among themselves, including who covers unsocial hours shifts, it will be for the team to decide how these shifts are allocated, provided the team continue to provide satisfactory levels of service cover.

## Prospective application

2.19 This agreement may be used retrospectively or prospectively. It will be for local partnerships to decide which option best meets local operational needs.

2.20 If this agreement is used prospectively it must comply with the principle of equal pay for work of equal value. It must produce broadly the same level of payments as a retrospective system, including for part-time staff. Local partnerships will need to agree a reference period that can be used to calculate the appropriate level of prospective payment.

2.21 Prospective systems are more likely to be satisfactory where work patterns are predictable. If rotas vary so much that it is not possible to predict working patterns accurately this is likely to be a good reason to choose to use the system retrospectively.

2.22 If operating the prospective system there will need to be periodic checks on the level of payments produced. These will need to be compared with the level of payments produced by the system in its retrospective form to ensure that the levels are broadly similar. This will allow early action to be taken in partnership if it does not.

2.23 Where the system is used prospectively an unforeseen change payment of £15 will be available. This will be used where it is necessary for employers to ask staff to change their shift within 24 hours of the scheduled work period. The payment is not applicable to shifts that staff agree to work as overtime, or that they swap with other staff members. It is not available, in any circumstances, in the retrospective system.

## On-call and other extended service cover from 1 April 2011

2.24 On-call systems exist as part of arrangements to provide appropriate service cover across the NHS. A member of staff is on-call when, as part of an established arrangement with his/her employer, he/she is available outside his/her normal working hours – either at

the workplace, at home or elsewhere – to work as and when required.

2.25 Employees on-call are entitled to receive an on-call payment. From 1 April 2011 this payment will be determined by local agreement on harmonised payments for on-call and other extended service cover. Local agreements need to be consistent with the 12 principles set out in Annex 29.

2.26 The “interim regime” formerly set out in this Section is consistent with these principles. It is now in Annex 29.

## Christmas and New Year holidays at weekends

2.27 General and public holiday entitlements are in Section 13. These include Christmas Day, Boxing Day (26 December) and New Year’s Day. When any of these holidays falls on a Saturday or Sunday arrangements will need to be made to ensure that the right of staff to three public holidays in the Christmas and New Year holiday period is preserved. Annex 25 sets out what applies when staff work on general and public holidays in this holiday period. In Scotland there are four public holidays over the Christmas/New Year period. Further information is available from [www.msg.scot.nhs.uk](http://www.msg.scot.nhs.uk)

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<sup>1</sup>See the question and answer guidance in Annex 28 (Scotland and Northern Ireland)

*Pay circular (AforC) 2/2013: amendment number 28*

## Section 3: Overtime payments

3.1 All staff in pay bands 1 to 7 will be eligible for overtime payments. There is a single harmonised rate of time-and-a-half for all overtime, with the exception of work on general public holidays, which will be paid at double time.

3.2 Overtime payments will be based on the hourly rate provided by basic pay plus any long-term recruitment and retention premia.

3.3 Part-time employees will receive payments for the additional hours at plain time rates until their hours exceed standard hours of 37.5 hours a week.<sup>1</sup>

3.4 The single overtime rate will apply whenever excess hours are worked over full-time hours, unless time off in lieu is taken, provided the employee's line manager or team leader has agreed with the employee to this work being performed outside the standard hours.

3.5 Staff may request to take time off in lieu as an alternative to overtime payments. However, staff who, for operational reasons, are unable to take time off in lieu within three months must be paid at the overtime rate.

3.6 Senior staff paid in pay bands 8 or 9 will not be entitled to overtime payments.

3.7 Time off in lieu of overtime payments will be at plain time rates.

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<sup>1</sup>See the question and answer guidance in Annex 28 (England and Wales) or Annex 28 (Scotland and Northern Ireland)

*Information note number 1: amendment number 34*

## Section 4: Pay in high cost areas

4.1 High cost area supplements will apply to all NHS staff groups in the areas concerned who are covered by this agreement. The supplements will be expressed as a proportion of basic pay (including the value of any long-term recruitment and retention premium), but subject to a minimum and maximum level of extra pay.

4.2 High cost area supplements will be pensionable. They will not count as basic pay for the purposes of calculating the rate of overtime payments, unsocial hours payments, on-call availability payments or any other payment, excluding sick pay.

4.3 The level of high cost area payments are set out in Annex 9. The value of the supplement is reviewed annually, based on the recommendations of the NHS Pay Review Body (NHSPRB).

4.4 The definitions of the Inner London, Outer London and the fringe zones for high cost area payments are set out in Annex 8. Where staff who were previously entitled to extra-territorially managed (ETM) payments do not fall within the inner, outer or fringe definitions, these payments should be converted into long-term recruitment and retention premia. If staff working in the designated inner, outer or fringe zones were previously in receipt of ETM payments, which have a higher value than the high cost area payment applicable, the difference should be converted into a long-term recruitment and retention payment.

4.5 Current payments for London weighting, fringe allowances and cost of living supplements in these areas will be discontinued once the arrangements in this section are in force.

4.6 Employers who employ staff in more than one high cost area zone can agree locally a harmonised rate of payment across their organisation, provided they agree with neighbouring employers, if the proposed rate would exceed the average rate payable in their area.

4.7 Current entitlements for cost of living supplements in areas outside London and fringe zones will continue but will be re-expressed as long-term recruitment and retention premia.<sup>1</sup>

4.8 It will be open to the NHSPRB to make recommendations on the future geographic coverage of high cost area supplements and on the value of such supplements.

4.9 It will be open to NHS employers or staff organisations in a specified geographic area, to propose an increase in the level of high cost area supplement for staff in that area, or (in the case of areas where no supplement exists) to introduce a supplement. This can only be implemented where:

- there is evidence that costs for the majority of staff living in the travel to work area, covered by the proposed new or higher supplement, are greater than for the majority of staff living in the travel to work area of neighbouring employers and that this is reflected in comparative recruitment problems;
- there is agreement amongst all the NHS employers in that area;
- there is agreement with trades unions/staff organisations.

4.10 The payment of a high cost area supplement will not impinge on the ability of local NHS employers in that area, in consultation with staff representatives to award recruitment and retention premia for particular staff groups in particular localities (see section 5).

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<sup>1</sup>See the question and answer guidance in Annex 28 (England and Wales) or Annex 28 (Scotland and Northern Ireland)

*Information note number 1: amendment number 34*

## Section 5: Recruitment and retention premia

5.1 A recruitment and retention premium is an addition to the pay of an individual post or specific group of posts where market pressures would otherwise prevent the employer from being able to recruit staff to and retain staff in, sufficient numbers for the posts concerned, at the normal salary for a job of that weight.

5.2 Subject to the provisions below, NHS employers may apply a recruitment and retention premium to posts of a specific class or type. Premiums may also be applied to individual posts where the post is unique within the organisation concerned (such as the head of a department or service).

5.3 Recruitment and retention premia may also be awarded on a national basis to particular groups of staff on the recommendation of the NHS Pay Review Body (NHSPRB) where there are national recruitment and retention pressures. The Review Body must seek evidence or advice from NHS employers, staff organisations and other stakeholders in considering the case for any such payments. Where it is agreed that a recruitment and retention payment is necessary for a particular group, the level of payment should be specified or, where the underlying problem is considered to vary across the country, guidance should be given to employers on the appropriate level of payment.

5.4 Recruitment and retention premia will be supplementary payments over and above the pay that post holders receive by virtue of their position on their pay band, any high cost area supplements, or any payments for unsocial hours or on-call cover.

5.5 Recruitment and retention premia will apply to posts. Where an employee moves to a different post that does not attract a recruitment and retention premium, either within the same organisation or elsewhere in the NHS, their entitlement to any previous recruitment and retention premium will cease.

5.6 NHS employers and staff representatives, in partnership, will follow the procedure set out in Annex 10 in deciding the award of a recruitment and retention premium.

### Long-term and short-term recruitment and retention premia

5.7 The body responsible for awarding a recruitment and retention premium shall determine whether to award a long-term or short-term premium.

5.8 Short-term recruitment and retention premia will apply where the labour market conditions giving rise to recruitment and retention problems are expected to be short-term and where the need for the premium is expected to disappear or reduce in the foreseeable

future.

5.9 Long-term recruitment and retention premia will apply where the relevant labour market conditions are more deep-rooted and the need for the premium is not expected to vary significantly in the foreseeable future.

5.10 Short-term recruitment and retention premia:

- may be awarded on a one-off basis or for a fixed-term;
- will be regularly reviewed;
- may be withdrawn or have the value adjusted, subject to a notice period of six months; and
- will not be pensionable or count for purposes of overtime, unsocial hours payments or any other payments linked to basic pay.

5.11 Long-term recruitment and retention premia:

- will be awarded on a long-term basis;
- will have their values regularly reviewed;
- may be awarded to new staff at a different value to that which applies to existing staff; and
- will be pensionable, and will count for the purposes of overtime, unsocial hours payments and any other payments linked to basic pay.

5.12 Both long-term and short-term recruitment and retention premia will be expressed as cash sums and will be separately identifiable from basic pay, any high cost area supplement and any other component of pay.

5.13 The combined value of any nationally awarded and any locally awarded recruitment and retention premium for a given post shall not normally exceed 30 per cent of basic salary. It will be the responsibility of employers to ensure that any premia awarded locally do not normally result in payments in excess of this amount, taking into account any national awards for the posts in question. See also the provisions concerning earned autonomy in Annex 11.

# Section 6: Career progression (England and Wales\*1)

## Section 6 (England and Wales\*1): Career progression

6.1 The NHS Knowledge and Skills Framework (KSF)<sup>2</sup>, and other relevant competency frameworks, are tools for describing the knowledge and skills staff need to apply at work in order to deliver high quality services. The KSF can be used to support the annual system of review and development for staff and it has been designed to apply to all staff covered by Agenda for Change contracts. Employers may use the NHS KSF or other skills/competency frameworks, which are in line with the KSF principles.

### Simplified process

6.2 The NHS Staff Council guidance *Appraisals and KSF made simple-a practical guide* enables NHS organisations to develop and implement local arrangements that are consistent with the principles underlying the national KSF Framework.

6.3 The guidance detailed in paragraph 6.2 in this section, supplements rather than replaces the full Knowledge and Skills Framework. Paragraphs 6.4 to 6.14 in this Section outline the processes for development reviews which were agreed as part of the original KSF documentation. Organisations may wish to continue to refer to the original provisions if the local partners wish to do so or to pursue the new guidance. The guidance could also be used to complement existing good local practice where the full KSF has not been implemented.

### Development review process

6.4 The output from the NHS Knowledge and Skills Framework for an individual job will be a list of descriptions and/or standards (KSF post outline) specifying the minimum applied knowledge and skills required for a job and how this should develop during a person's time in post. It will provide prompts for action by individuals and their managers to update or develop their knowledge and skills, or address areas for development in the application of knowledge and skills. Development review procedures should be jointly agreed by management and staff representatives locally.

6.5 The KSF post outlines within an organisation will be available to all staff members to help them identify the knowledge and skills requirements likely to be needed for future career steps and identify the development needed to support them. These requirements are not, however, fixed and will be reviewed in partnership when posts become vacant or changes need to take place for service development and other reasons.



6.6 All staff will have annual development reviews which will result in the production of a personal development plan. Similar to current practice, development reviews will take place between staff and their manager or, where appropriate, their supervisor, a professional adviser or another appropriately trained senior team member. Development review procedures should be jointly agreed by management and staff representatives locally.

6.7 The main purpose of the development review will be to look at the way a member of staff is developing with reference to:

- how the duties and responsibilities of the job are being undertaken, based on current agreed objectives consistent with the criteria and principles in Annex 23 (England and Wales);
- the application of knowledge and skills in the workplace;
- the consequent development needs of the individual member of staff.

6.8 The primary outputs of a development review for an employee will be a record of the above against the relevant KSF post outline (or other relevant framework outline) and an individual personal development plan, which links to the needs of the employee in the post. During the development review process, discussion should cover the duties and responsibilities of the job that is being undertaken, as outlined in paragraph 6.7 in this section. This will help to define future objectives and learning needs.

6.9 The review of learning achievements demonstrated in the workplace will be demonstrated by reference to the current personal development plan.

6.10 Development will primarily focus on helping members of staff to carry out their current job to the standard specified in the KSF outline for the post, although personal interests and opportunities for career progression will also be taken into account. Approaches to development will not just consist of courses but will also involve distance learning, private study, opportunities to participate in particular projects or work areas, short secondments, work shadowing, peer review and other continuing professional development activities.

6.11 Development plans will distinguish between goals for the year ahead and those applying to the longer term. There will be a commitment from both parties to make all reasonable efforts to meet the developmental goals for the year ahead in that year and elements not completed through force of circumstance will be carried over to the following year, unless agreed otherwise.

6.12 Managers and staff will work together to fulfil agreed development plans. Employers will encourage staff members to progress and develop and, where training and/or development needs have been identified and agreed, employers will ensure sufficient financial support is provided. Where appropriate, employers should ensure that staff have appropriate time to fulfil training and/or development needs related to their current job and appropriate financial and other support. If an employer fails to do this, they cannot defer pay progression. Wherever possible, employers will also provide similar encouragement and support for elements of the personal development plan which reflect personal interests or help staff prepare for a more senior role or transfer to a different area of work within the NHS.

6.13 Staff members will contribute to undertaking the agreed personal development plan through their personal effort. They may individually choose, where appropriate, to commit

personal time and resources, especially in those areas relating to longer-term career development. It is the employer's responsibility to support individuals and their personal efforts appropriately. Where development needs essential to the post are agreed with the employer, there will not normally be any requirement for the employee to use his or her unpaid personal time.

6.14 Local development and review processes must be designed to ensure that part-time staff and those working outside normal hours, have equal access to them.

## Development of professional roles

6.15 Guidance on the development of roles for healthcare professionals on pay band 5 is in Annex 20.

## Career development moves

6.16 Where a member of staff moves to another job in the NHS they will require a new set of objectives in line with the relevant employer's local appraisal framework. These will need to be consistent with the principles set out in Annex 23 (England and Wales) and applied so as not to disadvantage a member of staff joining part way through the performance review cycle.

6.17 Where an individual re-trains in a different area of work, for wider service or operational reasons, with the explicit agreement of the employer concerned, their existing level of pay should be subject to locally agreed pay protection arrangements (see Section 19 and Annex 15). Once protection is agreed, it may not be withdrawn until the person concerned has had a reasonable opportunity to complete their re-training and progress to a point where pay protection is no longer required. Explicit employer agreement in this context cannot, however, be deemed to have been given solely because the employer has agreed to re-employ someone following redundancy.

## Temporary movement into a higher pay band

6.18 Individuals may be moved into a higher pay band where it is necessary to fill a post on a temporary basis when a vacancy is unfilled, but being advertised, or the post is being held open for someone who is due to return, e.g. from long-term sickness absence, maternity leave, or from extended training.

6.19 Pay should be set either at the minimum of the new pay band or, if this would result in no pay increase (by reference to basic pay plus any recruitment and retention premium, if applicable) the first pay point in the band which would deliver an increase in pay. Temporary movement into a new pay band should not normally last more than six months or less than one month, except in instances of maternity leave or long-term sickness absence, where a longer period may be known at the outset. In circumstances where the individual is not required to carry out the full responsibilities of the post, pay will be determined by job evaluation.

6.20 Where temporary movement into a higher pay band results in only one extra pay point the incremental date remains the same. Where temporary movement results in more than one extra pay point the incremental date for the period of the temporary movement becomes

the date the movement began.

## Pay on promotion

6.21 Pay on promotion should be set either at the minimum of the new pay band or, if this would result in no pay increase, the first pay point in the band which would deliver an increase in pay (by reference to basic pay plus any recruitment and retention premium, if applicable).

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<sup>1</sup> In Wales this Section is part of a three year agreement. It applies there until 31 December 2017.

<sup>2</sup> Available at:

<http://www.nhsemployers.org/your-workforce/retain-and-improve/managing-your-workforce/appraisals/simplified-ksf>

*Pay circular (AforC) 1/2016: amendment number 36*

# Section 6: Career and pay progression (Scotland and Northern Ireland)

6.1 The NHS Knowledge and Skills Framework (KSF)<sup>1</sup>, is a tool for describing the knowledge and skills staff need to apply at work in order to deliver high quality services and includes an annual system of review and development for staff. It applies to all staff covered by Agenda for Change contracts.

## Simplified process

6.2 The NHS Staff Council guidance *Appraisals and KSF Made Simple a Practical Guide* enables NHS organisations to develop and implement local arrangements that are consistent with the principles underlying the national KSF Framework.

6.3 The guidance detailed in paragraph 6.2 in this Section, supplements rather than replaces the full Knowledge and Skills Framework. Paragraphs 6.4 to 6.15 in this Section outline the processes for development reviews which were agreed as part of the original KSF documentation. Organisations may wish to continue to refer to the original provisions if the local partners wish to do so or to pursue the new guidance. The guidance could also be used to complement existing good local practice where the full KSF has not been implemented.

## Development review process

6.4 The output from the NHS Knowledge and Skills Framework for an individual job will be a list of descriptions and/or standards (KSF post outline) specifying the minimum applied knowledge and skills required for a job and how this should develop during a person's time in post. It will provide prompts for action by individuals and their managers to update or develop their knowledge and skills, or address areas for development in the application of knowledge and skills. Development review procedures should be jointly agreed by management and staff representatives locally.

6.5 It must be clear which elements, as identified in the NHS Knowledge and Skills Framework, should be demonstrated at both the foundation and second gateway (see paragraphs 6.16 to 6.20 in this section).

6.6 The KSF post outlines within an organisation will be available to all staff members to help them identify the knowledge and skills requirements likely to be needed for future career steps and identify the development needed to support them. These requirements are not, however, fixed and will be reviewed in partnership when posts become vacant or changes need to take place for service development and other reasons.

6.7 All staff will have annual development reviews against the NHS Knowledge and Skills Framework (KSF) which will result in the production of a personal development plan. Similar to current practice, development reviews will take place between staff and their manager or, where appropriate, their supervisor, a professional adviser or another appropriately trained senior team member. Development review procedures should be jointly agreed by management and staff representatives locally.

6.8 The main purpose of the development review will be to look at the way a member of staff is developing with reference to:

- how the duties and responsibilities of the job are being undertaken, based on current agreed objectives;
- the application of knowledge and skills in the workplace;
- the consequent development needs of the individual member of staff.

6.9 The primary outputs of a development review for an employee will be a record of the above against the relevant KSF post outline and an individual personal development plan, which links to the needs of the employee in the post. During the development review process, discussion should cover the duties and responsibilities of the job that is being undertaken, as outlined in paragraph 6.8 in this section. This will help to define future objectives and learning needs.

6.10 The review of learning achievements demonstrated in the workplace will be demonstrated by reference to the current personal development plan.

6.11 Development will primarily focus on helping members of staff to carry out their current job to the standard specified in the KSF outline for the post, although personal interests and opportunities for career progression will also be taken into account. Approaches to development will not just consist of courses but will also involve distance learning, private study, opportunities to participate in particular projects or work areas, short secondments, work shadowing, peer review and other continuing professional development activities.

6.12 Development plans will distinguish between goals for the year ahead and those applying to the longer term. There will be a commitment from both parties to make all reasonable efforts to meet the developmental goals for the year ahead in that year and elements not completed through force of circumstance will be carried over to the following year, unless agreed otherwise.

6.13 Managers and staff will work together to fulfil agreed development plans. Employers will encourage staff members to progress and develop and, where training and/or development needs have been identified and agreed, employers will ensure sufficient financial support is provided. Where appropriate, employers should ensure that staff have appropriate time to fulfil training and/or development needs related to their current job and appropriate financial and other support. If an employer fails to do this, they cannot defer pay progression. Wherever possible, employers will also provide similar encouragement and support for elements of the personal development plan which reflect personal interests or help staff prepare for a more senior role or transfer to a different area of work within the NHS.

6.14 Staff members will contribute to undertaking the agreed personal development plan through their personal effort. They may individually choose, where appropriate, to commit

personal time and resources, especially in those areas relating to longer-term career development. It is the employer's responsibility to support individuals and their personal efforts appropriately. Where development needs essential to the post are agreed with the employer, there will not normally be any requirement for the employee to use his or her unpaid personal time.

6.15 Local development and review processes must be designed to ensure that part-time staff and those working outside normal hours, have equal access to them.

## Gateways

6.16 Gateways are points on a pay band where assessment of the application of knowledge and skills necessary to progress will be made. There are two gateway points: the foundation gateway and the second gateway.

### Foundation gateway

6.17 The foundation gateway applies no later than 12 months after appointment to the pay band, regardless of the pay point to which the person is appointed.

### Second gateway

6.18 The foundation gateway will be followed by a second gateway which will vary between pay bands as set out in Table 3.

**Table 3**

Position of second gateway	
Pay band	Position of second gateway
Pay band 1	Before final point
Pay bands 2 - 4	Before first of last two points
Pay bands 5 - 7	Before first of last three points
Pay band 8, ranges A - D	Before final point
Pay band 9	Before final point

6.19 The review at the foundation gateway will be based on the agreed subset as specified in the KSF outline for the post. The review at the second gateway will be based on the relevant dimensions, levels and indicators, as specified in the full KSF outline for the post.

6.20 The gateway review should take place in time for staff to progress on their normal incremental date. Robust jointly agreed local arrangements must be in place to deal with cases where this is not possible (for example because the relevant manager is ill). These should ensure that there is no incentive to abuse the process.

## Pay progression

6.21 Newly appointed or promoted staff, joining a pay band under the system, will serve an initial foundation period of up to 12 months. During this initial period all staff will have at least two discussions with their manager (or the person acting as their reviewer) to review progress, guided by the KSF foundation outline for the post. The first of these discussions should normally be during the induction period. The aim of these discussions and any resulting support and development will be to help staff make a success of the new job and confirm as quickly as possible that they are applying the basic knowledge and skills needed for the job, and can pass through the foundation gateway and commence progression up their pay band (see Annex 20, Development of Professional Roles, paragraph 3).

6.22 Once progression has been agreed, a member of staff will normally progress to the next point on their pay band 12 months after appointment and to subsequent points every 12 months thereafter, subject to meeting the criteria for progression when they pass through the second gateway point.

6.23 Before moving through the second gateway there will be an assessment, as part of the process of development review, against the full KSF outline for the post. Staff will normally expect to move through the second gateway at this point but, subject to the safeguards set out below, progression may be deferred if the review indicates that they are not yet applying the full range of knowledge and skills required for the post.

6.24 The gateway system will only become fully operational when an employer has put in place reasonable arrangements to ensure that staff have access to development reviews, personal development plans and appropriate support for training and development to meet the applied knowledge and skills required at the gateway concerned.

6.25 Existing staff with at least 12 months experience in post will be assumed to have met the criteria for passing through the foundation gateway. Where the gateway system is operational they will, however, be subject to the normal operation of the system at the second gateway.

6.26 The following safeguards will also apply:

- there will be a normal expectation of progression and no national or local quotas will apply. All staff must have an equal opportunity to demonstrate the required standard of knowledge and skills to progress through the gateways and pay points;
- the applied skills and knowledge required at the foundation and second gateways should be clearly stated during recruitment;
- the KSF outlines may be changed subsequently by local agreement, within the work area concerned, where changes apply to a number of posts, or with the individual, where they apply only to a single post. They may also be changed where that is necessary to reflect a change in professional standards, as agreed by the relevant professional body or authority;
- the demonstration of knowledge and skills must be that used within each dimension, level and indicators in the KSF;
- employers must ensure there is a robust, jointly agreed process for checking

managers' decisions and reviewing disagreements, with an agreed timescale for re-review;

- pay progression cannot be deferred unless there has been prior discussion between the individual and the person undertaking their review (which should be recorded) about the knowledge and skills that the individual needs to develop and apply and the member of staff has been given the opportunity to achieve the necessary development;
- employers and staff representatives acting in partnership, will monitor decisions on pay progression to ensure that there is no discrimination or bias in relation to race or ethnicity, gender, disability, sexual orientation, religion or belief, age or trade union membership, or pattern of employment e.g. part-time, flexible and night workers.

## Development of professional roles

6.27 Guidance on the development of professional roles for healthcare professionals on pay band 5 is set out at Annex 20. Exceptional grounds for deferral of pay progression

6.28 Where significant weaknesses in performance in the current post have been identified, discussed and documented with the staff member concerned and have not been resolved, despite opportunities for appropriate training/development and support, exceptionally, pay progression may be deferred at any pay point until the problems are resolved.

6.29 Significant weaknesses are those which prevent a staff member from continuing to apply consistently, across a recognised normal workload, the knowledge and skills specified under the KSF foundation post outline for the foundation gateway or, for staff above the second gateway, the full range of knowledge and skills specified under the full KSF post outline, without continued supervision and support inappropriate to the post.

## Career development moves

6.30 Where a member of staff moves to another job in the NHS covered by this agreement, where the necessary arrangements to support the operation of the gateways are in place, pay progression will normally depend on demonstrating the knowledge and skills specified in the KSF outline for the post, within the first twelve months of appointment.

6.31 Where, however, an individual re-trains in a different area of work, for wider service or operational reasons, with the explicit agreement of the employer concerned, their existing level of pay should be protected. Once protection is agreed, it may not be withdrawn until the person concerned has had a reasonable opportunity to complete their re-training and progress to a point where pay protection is no longer required. Explicit employer agreement in this context cannot, however, be deemed to have been given solely because the employer has agreed to re-employ someone following redundancy.

## Temporary movement into a higher pay band

6.32 Individuals may be moved into a higher pay band where it is necessary to fill a post on a temporary basis when a vacancy is unfilled, but being advertised, or the post is being held open for someone who is due to return, e.g. from long-term sickness absence, maternity leave, or from extended training.



6.33 Pay should be set either at the minimum of the new pay band or, if this would result in no pay increase (by reference to basic pay plus any recruitment and retention premium, if applicable) the first pay point in the band which would deliver an increase in pay. Temporary movement into a new pay band should not normally last more than six months or less than one month, except in instances of maternity leave or long-term sickness absence, where a longer period may be known at the outset. In circumstances where the individual is not required to carry out the full responsibilities of the post, pay will be determined by job evaluation.

6.34 Where temporary movement into a higher pay band results in only one extra pay point the incremental date remains the same. Where temporary movement results in more than one extra pay point the incremental date for the period of the temporary movement becomes the date the movement began.

## Pay on promotion

6.35 Pay on promotion should be set either at the minimum of the new pay band or, if this would result in no pay increase, the first pay point in the band which would deliver an increase in pay (by reference to basic pay plus any recruitment and retention premium, if applicable).

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<sup>1</sup> Available at:

<http://www.nhsemployers.org/your-workforce/retain-and-improve/managing-your-workforce/appraisals> and at <http://www.ksf.scot.nhs.uk/> in Scotland.

*Pay circular (AforC) 2/2013: amendment number 28*

## Section 7 Payment of annual salaries

7.1 The annual salaries of full-time employees who are paid monthly shall be apportioned as set out in Table 4.

**Table 4**

<b>For each calendar month</b>	<b>For each odd day (including Sundays and Saturdays, in the case of a working week of five days)</b>
<b>one twelfth of the annual salary</b>	<b>the monthly sum divided by the number of days in the particular month</b>

7.2 The annual salaries of full-time employees who are paid weekly shall be apportioned as set out in Table 5.

**Table 5**

<b>For each week</b>	<b>For each odd day (including Sundays and Saturdays in the case of a working week of five days)</b>
<b>7/365ths of the annual salary</b>	<b>the weekly sum divided by 7</b>

### Part-time or "sessional" staff in month of joining or leaving

7.3. The annual salaries of part-time or sessional staff who are paid monthly or weekly should be apportioned as above, except in the months or weeks in which employment commences or terminates, when they should be paid for the hours or sessions worked.

### Full-time employees leaving one NHS employer to join another

7.4. Where full-time salaried employees terminate their employment immediately before a weekend and/or a public holiday and take up a new salaried post with another NHS employer immediately after that weekend and/or that public holiday, payment for the intervening day or days, i.e. the Saturday (in the case of a five day working week) and/or the Sunday and/or the public holiday, shall be made by the first employer.

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*Pay circular (AforC) 2/2013: amendment number 28*

# Section 8 and 9: (unallocated)

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# Part 3: Terms and conditions of service

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## Section 10: Hours of the working week

10.1 The standard hours of all full-time NHS staff covered by this pay system will be 37.5 hours, excluding meal breaks. Working time will be calculated exclusive of meal breaks, except where individuals are required to work during meal breaks, in which case such time should be counted as working time.

10.2 The standard hours may be worked over any reference period, e.g. 150 hours over four weeks or annualised hours, with due regard for compliance with employment legislation, such as the Working Time Regulations.

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*Pay circular (AforC) 2/2013: amendment number 28*

# Section 11: Part-time employees and employees on fixed-term contracts

## **Part-time employees**

11.1 Part-time employees will receive the same entitlements on a pro-rata basis to full-time colleagues. (See paragraph 13.6 for the treatment of public holidays).

## **Employees on fixed-term contracts**

11.2 Employees on fixed-term contracts will receive pay and conditions of service equivalent to that of a comparable, permanent employee.

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*Pay circular (AforC) 2/2013: amendment number 28*

# Section 12: Contractual continuity of service

## Reckonable service

12.1 An employee's continuous previous service with any NHS employer counts as reckonable service in respect of NHS agreements on redundancy, maternity, sick pay and annual leave.

12.2 Employers have discretion to take into account any period or periods of employment with employers outside the NHS, where these are judged to be relevant to NHS employment.  
<sup>1</sup>

12.3 When employees who have been transferred out of NHS employment to a non-NHS provider return to NHS employment, their continuous service with a new non-NHS employer providing NHS funded services, will be counted as reckonable in respect of NHS agreements on sick pay, annual leave and incremental credit.

## Re-appointment of previous NHS employees.

12.4 On returning to NHS employment, a previous period or periods of NHS service will be counted towards the employee's entitlement to annual leave.<sup>2</sup>

12.5 On returning to NHS employment, a previous period or periods of NHS service will be counted towards the employee's entitlement to sickness absence, where there has been a break or breaks in service of 12 months or less.

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<sup>1</sup>See the question and answer guidance in Annex 28 (England and Wales) or Annex 28 (Scotland and Northern Ireland).  
*Information note number 1: amendment number 37*

<sup>2</sup>See the question and answer guidance in Annex 28 (England and Wales) or Annex 28 (Scotland and Northern Ireland).  
*Information note number 2: amendment number 34*



# Section 13: Annual leave and general public holidays

13.1 Staff will receive the entitlement to annual leave and general public holidays as set out in Table 6 (see Section 12 for provisions on reckonable service).

**Table 6: Leave entitlements<sup>1</sup>**

Length of service	Annual leave and general public holidays
On appointment	27 days + 8 days
After five years' service	29 days + 8 days
After ten years' service	33 days + 8 days

13.2 Local arrangements to consolidate some or all of the general public holidays into annual leave may operate, subject to agreement at local level.

13.3 These leave entitlements include the two extra-statutory days available in England and Wales in the past. Therefore, any local arrangements to add days on account of extra-statutory days will no longer apply. In Scotland this entitlement includes the two additional days that could previously be designated as either statutory days or annual leave. In Northern Ireland this entitlement also contains the two extra statutory days, however there are ten general public holidays.

13.4 Staff required to work or to be on-call on a general public holiday are entitled to equivalent time to be taken off in lieu at plain time rates, in addition to the appropriate payment for the duties undertaken. See Section 2 (England and Wales) or Section 2 (Scotland and Northern Ireland) and Annex 29<sup>2</sup>.

13.5 Where staff work standard shifts, other than 7½ hours excluding meal breaks, annual leave and general public holiday entitlements should be calculated on an hourly basis, to prevent staff on these shifts receiving greater or less leave than colleagues on standard shifts.<sup>3</sup>

13.6 Part-time workers will be entitled to paid public holidays no less than pro-rata to the number of public holidays for a full-time worker, rounded up to the nearest half day.

13.7 Part-time workers' public holiday entitlement shall be added to their annual leave entitlement, and they shall take public holidays they would normally work as annual leave.

13.8 An existing part-time worker who, prior to 1 October 2004, was in receipt of a public holiday entitlement in excess of pro-rata to a full-time worker, shall have their excess entitlement protected for a period of five years from the date of assimilation onto this system.

13.9 Pay during annual leave will include regularly paid supplements, including any recruitment and retention premia, payments for work outside normal hours and high cost area supplements. Pay is calculated on the basis of what the individual would have received had he/she been at work. This would be based on the previous three months at work or any other reference period that may be locally agreed.

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<sup>1</sup> See the question and answer guidance in Annex 28 (England and Wales) or Annex 28 (Scotland and Northern Ireland).

<sup>2</sup> See the question and answer guidance in Annex 28 (England and Wales) or Annex 28 (Scotland and Northern Ireland).

<sup>3</sup> See the question and answer guidance in Annex 28 (England and Wales) or Annex 28 (Scotland and Northern Ireland).

*Information note number 1: amendment number 34*

## Section 14: Sickness absence (England and Wales\*1)

14.1 These arrangements are intended to supplement statutory sick pay to provide additional payment during absence due to illness, injury or other disability. This section is supplemented by Annex 26, which sets out a framework to support employers and staff in the management of sickness absence and in managing the risk of premature and unnecessary ill health retirements. Annex 26 is reinforced by the Health, Safety and Wellbeing Partnership Group (HSWPG) guidelines which can be found at [www.nhsemployers.org/HealthyWorkplaces](http://www.nhsemployers.org/HealthyWorkplaces). These guidelines supplement and reinforce Annex 26. Under "fast track" schemes employees may gain earlier access to health services provided by the employer. More information about this policy and local "fast track" schemes already in place is at [www.nhsemployers.org](http://www.nhsemployers.org).

### Scale of allowances

14.2 Employees absent from work owing to illness will be entitled, subject to the conditions of this agreement, to receive sick pay in accordance with the scale below (see Section 12 for provisions on reckonable service):

- during the first year of service – one month's full pay and two months' half pay;
- during the second year of service – two months' full pay and two months' half pay;
- during the third year of service – four months' full pay and four months' half pay;
- during the fourth and fifth years of service – five months' full pay and five months' half pay;
- after completing five years of service – six months' full pay and six months' half pay.

14.3 In the event of employment coming to an end, entitlement to sick pay ceases from the last day of employment.

14.4 For staff:

- on pay spine points 1 to 8; and
- those staff who are absent due to injuries, diseases or other health conditions sustained or contracted in the discharge of their duties of employment which are wholly or mainly attributable to their NHS employment, whom the employer determines are eligible to receive injury allowance in line with paragraphs 22.3 and 22.4 (see paragraph 14.7 in this section)

pay during sickness absence is calculated on the basis of what the individual would have received had they been at work. It will include regularly paid supplements, including any recruitment and retention premia, payments for work outside normal hours and high cost area supplements. It will be based on the previous three months at work or any other reference period that may be locally agreed. Local partnerships can use virtual rotas showing what hours the employee would have worked in a reference period had he or she been at work.

#### **14.5 In England:**

- From 31 March 2013, for staff on pay spine points 9 to 54, full pay in this agreement is pay which is in line with the appropriate pay point in the relevant pay circular, plus high cost area supplements (if these are in payment on the day before the sickness absence begins)<sup>5</sup>.
- The pay of staff who begin a period of sickness absence before 31 March 2013, and who remain absent on this date will, from 31 March 2013 and for the remainder of the absence, be in line with this paragraph. Their pay during subsequent sickness absences will be in line with this paragraph.

#### **In Wales:**

- From 1 January 2015, for staff on pay spine points 9 to 54, full pay in this agreement is pay which is in line with the appropriate pay point in the relevant pay circular, plus high cost area supplements (if these are in payment on the day before the sickness absence begins)<sup>6</sup>.
- The pay of staff who begin a period of sickness absence before 1 January 2015, and who remain absent on this date will, from 1 January 2015 and for the remainder of the absence, be in line with this paragraph. Their pay during subsequent sickness absences will be in line with this paragraph.

14.6 Full pay needs to be inclusive of any statutory benefits (so as not to make sick pay greater than normal working pay). The combined addition of statutory sick pay to half pay must not exceed full pay.

## **Calculation of allowances**

14.7 The period during which sick pay should be paid and the rate of sick pay for any period of absence is calculated, by deducting from the employee's entitlement on the first day of sickness, the aggregate periods of paid sickness absence during the 12 months immediately preceding that day. In aggregating periods of absence due to illness the following absences will be disregarded:

- unpaid sick absence;
- absence caused by injuries, diseases, or other health conditions that are wholly or mainly attributable to the employee's NHS employment and which have been sustained or contracted in the discharge of the employee's duties of employment, as defined in paragraph 22.3;

- absence caused by injury resulting from a crime of violence, not sustained on duty but connected with or arising from the employee's employment, where the injury has been the subject of payment by the Criminal Injuries Compensation Authority (England, Wales and Scotland), and the Compensation Agency (Northern Ireland);
- absence caused by injury resulting from a crime of violence as described in the bullet immediately above, but which has not attracted payment of an award as it has not met the loss of earnings criteria or was not one for which compensation above the minimum would arise.

14.8 Sick pay paid to an employee under this scheme when added to any statutory sickness, injuries or compensation benefits, including any allowances for adult or child dependants, must not exceed full pay (see paragraphs 14.4 and 14.5 in this Section).

## Conditions for contractual sick pay

14.9 Employees will not be entitled to an additional day off if sick on a statutory holiday.

14.10 Sick pay for those who have exhausted sick pay entitlements should be reinstated at half pay, after 12 months of continuous sickness absence, in the following circumstances:

- staff with more than five years reckonable service:- sick pay will be reinstated if sick pay entitlement is exhausted before a final review meeting for long term absence has taken place;
- staff with less than five years reckonable service:- sick pay will be reinstated if sick pay entitlement is exhausted and a final review does not take place within 12 months of the start of their sickness absence.

14.11 Reinstatement of sick pay should continue until the final review meeting has taken place. Reinstatement of sick pay is not retrospective for any period of zero pay in the preceding 12 months of continuous absence.

14.12 These arrangements will be in accordance with local sickness absence procedures, established in accordance with Annex 26, and will only apply where the failure to undertake the final review meeting is due to delay by the employer. This provision will not apply where a review is delayed due to reasons other than those caused by the employer.

14.13 Employers will also have discretion to extend the period of sick pay on full or half pay beyond the scale set out in paragraph 14.2 in this Section:

- where there is the expectation of return to work in the short term and an extension would materially support a return and/or assist recovery, particular consideration should be given to those staff without full sick pay entitlements;
- in any other circumstance that the employer deems reasonable.

14.14 During the rehabilitation period employers should allow employees to return to work on reduced hours or, where possible, encourage employees to work from home without loss of pay. Any such arrangements need to be consistent with statutory sick pay rules.

14.15 Sick pay is not normally payable for an absence caused by an accident due to active participation in sport as a profession, or where contributable negligence is proved.

14.16 An employee who is absent as a result of an accident is not entitled to sick pay if damages are received from a third party. Employers will advance to an employee a sum not exceeding the amount of sick pay payable under this scheme, providing the employee repays the full amount of sickness allowance to the employer, when damages are received. Once received the absence shall not be taken into account for the purposes of the scale set out in paragraph 14.2 in this section.

14.17 Employers may, at any time, require an employee absent from work due to illness to attend an examination by a medical practitioner. Furthermore, staff do not need to be off sick to be referred by their employer for a medical. The employer will meet the cost of any medical examination.

14.18 After investigation, consultation and consideration of other alternative posts, and where there is no reasonable prospect of the employee returning to work, employers will have the option to terminate employment before the employee has reached the end of the contractual paid sick absence period, subject to the employers' agreed sickness absence policies and procedures.

14.19 Notification procedures and payment of sick absence pay when injuries are connected with other insured employment will be for local determination.

14.20 Staff who are on sickness absence due to a work related injury, disease or other health condition may also be entitled to payment of an injury allowance as defined in Section 22.

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<sup>1</sup> In Wales this Section is part of a three year agreement. It applies there until 31 December 2017.

<sup>2</sup> See the question and answer guidance in Annex 28 (England and Wales).

<sup>3</sup> See the question and answer guidance in Annex 28 (England and Wales).

<sup>4</sup> See the question and answer guidance in Annex 28 (England and Wales).

<sup>5</sup> See the question and answer guidance in Annex 28 (England and Wales).

<sup>6</sup> See the question and answer guidance in Annex 28 (England and Wales).

*Pay circular (AforC) 2/2016: amendment number 36*

**Amendment number 38**

# Section 14: Sickness absence (Scotland and Northern Ireland)

14.1 These arrangements are intended to supplement statutory sick pay to provide additional payment during absence due to illness, injury or other disability. This section is supplemented by Annex 26, which sets out a framework to support employers and staff in the management of sickness absence and in managing the risk of premature and unnecessary ill health retirements.

## Scale of allowances

14.2 Employees absent from work owing to illness will be entitled, subject to the conditions of this agreement, to receive sick pay in accordance with the scale below (see Section 12 for provisions on reckonable service):

- during the first year of service – one month's full pay and two months' half pay;
- during the second year of service – two months' full pay and two months' half pay;
- during the third year of service – four months' full pay and four months' half pay;
- during the fourth and fifth years of service – five months' full pay and five months' half pay;
- after completing five years of service – six months' full pay and six months' half pay.

14.3 In the event of employment coming to an end, entitlement to sick pay ceases from the last day of employment.

14.4 The definition of full pay will include regularly paid supplements, including any recruitment and retention premia, payments for work outside normal hours and high cost area supplements. Sick pay is calculated on the basis of what the individual would have received had he/she been at work.<sup>1</sup> This would be based on the previous three months at work or any other reference period that may be locally agreed.<sup>2</sup> Local partnerships can use virtual rotas showing what hours the employee would have worked in a reference period had he or she been at work.

14.5 Full pay needs to be inclusive of any statutory benefits (so as not to make sick pay greater than normal working pay). The combined addition of statutory sick pay to half pay must not exceed full pay.

## Calculation of allowances



14.6 The period during which sick pay should be paid and the rate of sick pay for any period of absence is calculated, by deducting from the employee's entitlement on the first day of sickness, the aggregate periods of paid sickness absence during the 12 months immediately preceding that day. In aggregating periods of absence due to illness the following absences will be disregarded:

- unpaid sick absence;
- absence caused by injuries, diseases, or other health conditions that are wholly or mainly attributable to the employee's NHS employment and which have been sustained or contracted in the discharge of the employee's duties of employment, as defined in paragraph 22.3;
- absence caused by injury resulting from a crime of violence, not sustained on duty but connected with or arising from the employee's employment, where the injury has been the subject of payment by the Criminal Injuries Compensation Authority (England, Wales and Scotland) and the Compensation Agency (Northern Ireland);
- absence caused by injury resulting from a crime of violence as described in the bullet immediately above, but which has not attracted payment of an award as it has not met the loss of earnings criteria or was not one for which compensation above the minimum would arise.

14.7 Sick pay paid to an employee under this scheme when added to any statutory sickness, injuries or compensation benefits, including any allowances for adult or child dependants, must not exceed full pay (see paragraph 14.4 in this Section).

## Conditions for contractual sick pay

14.8 Employees will not be entitled to an additional day off if sick on a statutory holiday.

14.9 Sick pay for those who have exhausted sick pay entitlements should be reinstated at half pay, after 12 months of continuous sickness absence, in the following circumstances:

- staff with more than 5 years reckonable service:- sick pay will be reinstated if sick pay entitlement is exhausted before a final review meeting for long term absence has taken place;
- staff with less than 5 years reckonable service:- sick pay will be reinstated if sick pay entitlement is exhausted and a final review does not take place within 12 months of the start of their sickness absence.

14.10 Reinstatement of sick pay should continue until the final review meeting has taken place. Reinstatement of sick pay is not retrospective for any period of zero pay in the preceding 12 months of continuous absence.

14.11 These arrangements will be in accordance with local sickness absence procedures, established in accordance with Annex 26, and will only apply where the failure to undertake the final review meeting is due to delay by the employer. This provision will not apply where a review is delayed due to reasons other than those caused by the employer.

14.12 Employers will also have discretion to extend the period of sick pay on full or half pay

beyond the scale set out in paragraph 14.2 in this Section:

- where there is the expectation of return to work in the short term and an extension would materially support a return and/or assist recovery, particular consideration should be given to those staff without full sick pay entitlements;
- in any other circumstance that the employer deems reasonable.

14.13 During the rehabilitation period employers should allow employees to return to work on reduced hours or, where possible, encourage employees to work from home without loss of pay. Any such arrangements need to be consistent with statutory sick pay rules.

14.14 Sick pay is not normally payable for an absence caused by an accident due to active participation in sport as a profession, or where contributable negligence is proved.

14.15 An employee who is absent as a result of an accident is not entitled to sick pay if damages are received from a third party. Employers will advance to an employee a sum not exceeding the amount of sick pay payable under this scheme, providing the employee repays the full amount of sickness allowance to the employer, when damages are received. Once received the absence shall not be taken into account for the purposes of the scale set out in paragraph 14.2 in this Section.

14.16 Employers may, at any time, require an employee absent from work due to illness to attend an examination by a medical practitioner. Furthermore, staff do not need to be off sick to be referred by their employer for a medical. The employer will meet the cost of any medical examination.

14.17 After investigation, consultation and consideration of other alternative posts, and where there is no reasonable prospect of the employee returning to work, employers will have the option to terminate employment before the employee has reached the end of the contractual paid sick absence period, subject to the employers' agreed sickness absence policies and procedures.

14.18 Notification procedures and payment of sick absence pay when injuries are connected with other insured employment will be for local determination.

14.19 Staff who are on sickness absence due to a work related injury, disease or other health condition may also be entitled to payment of an injury allowance as defined in Section 22.

<sup>1</sup> See the question and answer guidance in Annex 28 (Scotland and Northern Ireland).

<sup>2</sup> See the question and answer guidance in Annex 28 (Scotland and Northern Ireland).

**Amendment number 38**

# Section 15: Maternity leave and pay

## Introduction

15.1 All employees will have the right to take 52 weeks of maternity leave.

15.2 Paragraphs 15.7 to 15.55 of this Section set out the maternity leave and pay entitlements of NHS employees under the NHS contractual maternity leave scheme.

15.3 Paragraphs 15.56 to 15.60 give information about the position of staff who are not covered by this scheme because they do not have the necessary service or do not intend to return to NHS employment.

15.4 Paragraphs 15.61 to 15.65 define the service that can be counted towards the 12 month continuous service qualification set out in paragraph 15.7 (i) and which breaks in service may be disregarded for this purpose.

15.5 Paragraph 15.66 explains how to get further information about employees' statutory entitlements.

15.6 Where, locally, staff and employer representatives agree arrangements which provide benefits to staff beyond those provided by this section, those local arrangements will apply.

## Eligibility

15.7 An employee working full-time or part-time will be entitled to paid and unpaid maternity leave under the NHS contractual maternity pay scheme if:

- i) she has 12 months' continuous service (see paragraphs 15.61 to 15.65) with one or more NHS employers at the beginning of the 11th week before the expected week of childbirth;
- ii) she notifies her employer in writing before the end of the 15th week before the expected date of childbirth (or if this is not possible, as soon as is reasonably practicable thereafter):
  - (a) of her intention to take maternity leave;
  - (b) of the date she wishes to start her maternity leave – she can choose when to start her maternity leave – this can usually be any date from the beginning of the 11th week before the baby is born (but see paragraph 15.8);
  - (c) that she intends to return to work with the same or another NHS employer for a minimum period of three months after her maternity leave has ended;

(d) and provides a MATB1 form from her midwife or GP giving the expected date of childbirth.

## Changing the maternity leave start date

15.8 If the employee subsequently wants to change the date from which she wishes her leave to start, she should notify her employer at least 28 days beforehand (or, if this is not possible, as soon as is reasonably practicable beforehand).

## Confirming maternity leave and pay

15.9 Following discussion with the employee, the employer should confirm in writing:

- i) the employee's paid and unpaid leave entitlements under this agreement (or statutory entitlements if the employee does not qualify under this agreement);
- ii) unless an earlier return date has been given by the employee, her expected return date, based on her 52 weeks paid and unpaid leave entitlement under this agreement; and
- iii) the length of any period of accrued annual leave which it has been agreed may be taken following the end of the formal maternity leave period (see paragraphs 15.49 and 15.50);
- iv) the need for the employee to give at least 28 days of notice if she wishes to return to work before the expected return date.

## Keeping in touch

15.10 Before going on leave, the employer and the employee should also discuss and agree any voluntary arrangements for keeping in touch during the employee's maternity leave, including:

- i) any voluntary arrangements that may help her keep in touch with developments at work and, nearer the time of her return, to help facilitate her return to work;
- ii) keeping the employer in touch with any developments that may affect her intended date of return.

## Keeping in touch during the maternity leave period

15.11 To facilitate the process of keeping in touch, it is important that the employer and employee have early discussion to plan and make arrangements for "keeping in touch days" (KIT days) before the employee's maternity leave takes place.

15.12 To enable employees to take up the opportunity to work KIT days, employers should consider the scope for reimbursement of reasonable childcare costs or the provision of childcare facilities.

15.13 KIT days are intended to facilitate a smooth return to work for women returning from maternity leave.

15.14 An employee may work for up to a maximum of ten KIT days without bringing her maternity leave to an end. Any days of work will not extend the maternity leave period.

15.15 An employee may not work during the two weeks of compulsory maternity leave immediately after the birth of her baby.

15.16 The work can be consecutive or not and can include training or other activities which enable the employee to keep in touch with the workplace.

15.17 Any such work must be by agreement and neither the employer nor the employee can insist upon it.

15.18 The employee will be paid at their basic daily rate for the hours worked, less appropriate maternity leave payment for KIT days worked.

15.19 Working for part of any day will count as one KIT day.

15.20 Any employee who is breastfeeding must be risk assessed and facilities provided in accordance with paragraph 15.34.

## **Paid maternity leave: amount of pay**

15.21 Where an employee intends to return to work the amount of contractual maternity pay receivable is as follows:

- i) for the first eight weeks of absence the employee will receive full pay, less any Statutory Maternity Pay or maternity allowance (including any dependents' allowances) receivable;
- ii) for the next 18 weeks the employee will receive half of full pay, plus any Statutory Maternity Pay or maternity allowance (including any dependents' allowances) receivable, providing the total receivable does not exceed full pay;
- iii) for the next 13 weeks, the employee will receive any Statutory Maternity Pay or maternity allowance that they are entitled to under the statutory scheme.

15.22 By prior agreement with the employer, occupational maternity pay may be paid in a different way, for example a combination of full pay and half pay or a fixed amount spread equally over the maternity leave period.

## **Calculation of maternity pay**

15.23 Full pay will be calculated using the average weekly earnings rules used for calculating Statutory Maternity Pay entitlements, subject to the following qualifications:

- i) in the event of a pay award or annual increment being implemented before the paid maternity leave period begins, the maternity pay should be calculated as though the pay award or annual increment had effect throughout the entire Statutory Maternity Pay calculation period. If such a pay award was agreed retrospectively, the maternity pay should be re-calculated on the same basis;
- ii) in the event of a pay award or annual increment being implemented during the paid maternity leave period, the maternity pay due from the date of the pay award or annual

increment should be increased accordingly. If such a pay award was agreed retrospectively the maternity pay should be re-calculated on the same basis;

iii) in the case of an employee on unpaid sick absence or on sick absence attracting half pay during the whole or part of the period used for calculating average weekly earnings, in accordance with the earnings rules for Statutory Maternity Pay purposes, average weekly earnings for the period of sick absence shall be calculated on the basis of notional full sick pay.

## Unpaid contractual leave

15.24 Employees are also entitled to take a further 13 weeks as unpaid leave to bring the total of leave to 52 weeks. However, this may be extended by local agreement in exceptional circumstances, for example, where employees have sick pre-term babies or multiple births.

## Commencement and duration of leave.

15.25 An employee may begin her maternity leave at any time between 11 weeks before the expected week of childbirth and the expected week of childbirth, provided she gives the required notice.

## Sickness prior to childbirth

15.26 If an employee is off work ill, or becomes ill, with a pregnancy-related illness during the last four weeks before the expected week of childbirth, maternity leave will normally commence at the beginning of the 4th week before the expected week of childbirth or the beginning of the next week after the employee last worked, whichever is the later. Absence prior to the last four weeks before the expected week of childbirth, supported by a medical statement of incapacity for work, or a self-certificate, shall be treated as sickness absence in accordance with normal leave provisions.

15.27 Odd days of pregnancy-related illness during this period may be disregarded if the employee wishes to continue working till the maternity leave start date previously notified to the employer.

## Pre-term birth

15.28 Where an employee's baby is born alive prematurely, the employee will be entitled to the same amount of maternity leave and pay as if her baby was born at full term.

15.29 Where an employee's baby is born before the 11th week before the expected week of childbirth and the employee has worked during the actual week of childbirth, maternity leave will start on the first day of the employee's absence.

15.30 Where an employee's baby is born before the 11th week before the expected week of childbirth and the employee has been absent from work on certified sickness absence during the actual week of childbirth, maternity leave will start the day after the day of birth.

15.31 Where an employee's baby is born before the 11th week before the expected week of childbirth and the baby is in hospital, the employee may split her maternity leave entitlement, taking a minimum period of two weeks' leave immediately after childbirth and the rest of her

leave following her baby's discharge from hospital.

## Still birth

15.32 Where an employee's baby is born dead after the 24th week of pregnancy, the employee will be entitled to the same amount of maternity leave and pay as if her baby was born alive.

## Miscarriage

15.33 Where an employee has a miscarriage before the 25th week of pregnancy, normal sickness absence provisions will apply as necessary.

## Health and safety of employees pre and post birth

15.34 Where an employee is pregnant, has recently given birth or is breastfeeding, the employer must carry out a risk assessment of her working conditions. If it is found, or a medical practitioner considers, that an employee or her child would be at risk were she to continue with her normal duties, the employer should provide suitable alternative work for which the employee will receive her normal rate of pay. Where it is not reasonably practicable to offer suitable alternative work, the employee should be suspended on full pay.

15.35 These provisions also apply to an employee who is breastfeeding if it is found that her normal duties would prevent her from successfully breastfeeding her child.

## Return to work

15.36 An employee who intends to return to work at the end of her full maternity leave will not be required to give any further notification to the employer, although if she wishes to return early, she must give at least 28 days' notice.

15.37 An employee has the right to return to her job under her original contract and on no less favourable terms and conditions.

## Returning on flexible working arrangements

15.38 If, at the end of maternity leave, the employee wishes to return to work on different hours, the NHS employer has a duty to facilitate this, wherever possible. The employee will return to work on different hours, in the same job. If this is not possible, the employer must provide written, objectively justifiable reasons for this and the employee should return to the same pay band and work of a similar nature and status, to that which they held prior to their maternity absence.

15.39 If it is agreed that the employee will return to work on a flexible basis, including changed or reduced hours, for an agreed temporary period, this will not affect the employee's right to return to her job under her original contract, at the end of the agreed period.

## Sickness following the end of maternity leave

15.40 In the event of illness following the date the employee was due to return to work,



normal sickness absence provisions will apply as necessary.

## Failure to return to work

15.41 If an employee who has notified her employer of her intention to return to work for the same or a different NHS employer, in accordance with paragraph 15.7 (ii) (c), fails to do so within 15 months of the beginning of her maternity leave, she will be liable to refund the whole of her maternity pay, less any Statutory Maternity Pay, received. In cases where the employer considers that to enforce this provision would cause undue hardship or distress, the employer will have the discretion to waive their rights to recovery.

## Miscellaneous provisions

### Fixed-term contracts or training contracts

15.42 Employees subject to fixed-term or training contracts which expire after the 11th week before the expected week of childbirth and who satisfy the conditions in paragraphs 15.7 (i), 15.7 (ii) (a), 15.7 (ii) (b) and 15.7 (ii) (d), shall have their contracts extended so as to allow them to receive the 52 weeks, which includes paid contractual and statutory maternity pay, and the remaining 13 weeks of unpaid maternity leave.

15.43 Absence on maternity leave (paid and unpaid) up to 52 weeks before a further NHS appointment shall not constitute a break in service.

15.44 If there is no right of return to be exercised because the contract would have ended if pregnancy and childbirth had not occurred, the repayment provisions set out in paragraph 15.41 will not apply.

15.45 Employees on fixed-term contracts who do not meet the 12 months' continuous service condition set out in paragraph 15.7 (i), may still be entitled to Statutory Maternity Pay.

### Rotational training contracts

15.46 Where an employee is on a planned rotation of appointments with one or more NHS employers, as part of an agreed programme of training, she shall have the right to return to work in the same post or in the next planned post, irrespective of whether the contract would otherwise have ended if pregnancy and childbirth had not occurred. In such circumstances the employee's contract will be extended to enable the practitioner to complete the agreed programme of training.

### Contractual rights

15.47 During maternity leave (both paid and unpaid) an employee retains all of her contractual rights, except remuneration.

### Increments

15.48 Maternity leave, whether paid or unpaid, shall count as service for annual increments and for the purposes of any service qualification period for additional annual leave. The expectation is that an employee on maternity leave would progress through a KSF gateway (increment in England and Wales) on the due date, if concerns had not been raised about the

ability to meet their KSF outline prior to maternity leave.

## Annual leave and public holidays

15.49 Employees on paid and unpaid maternity leave retain their right to the annual leave and public holidays provided by Section 13.

15.50 Where unused annual leave and public holidays exceed local provisions for carry over to the next leave year it may be beneficial to the employer and employee for the employee to take the unused annual leave and public holidays before and/or after the agreed (paid and unpaid) maternity leave period. The amount of annual leave and public holidays to be taken in this way, or carried over, should be discussed and agreed between the employee and employer. Payment in lieu may be considered as an option where accrual of annual leave and public holidays exceeds normal carry over provisions.

## Pensions

15.51 Pension rights and contributions shall be dealt with in accordance with the provisions of the NHS Superannuation Regulations.

## Antenatal care

15.52 Pregnant employees have the right to paid time off for antenatal care. Antenatal care includes relaxation and parent-craft classes as well as appointments for antenatal care.

## Post-natal care and breastfeeding mothers

15.53 Women who have recently given birth should have paid time off for post-natal care e.g. attendance at health clinics.

15.54 Employers are required to undertake a risk assessment and to provide breastfeeding women with suitable private rest facilities. The Health and Safety Executive Guidance recommends that employers provide:

- a clean, healthy and safe environment for women who are breastfeeding;
- suitable access to a private room to express and store milk in an appropriate refrigerator.

15.55 Employers are reminded that they should consider requests for flexible working arrangements to support breastfeeding women at work.

## Employees not returning to NHS employment

15.56 An employee who satisfies the conditions in paragraph 15.7, except that she does not intend to work with the same or another NHS employer for a minimum period of three months after her maternity leave is ended, will be entitled to pay equivalent to Statutory Maternity Pay, which is paid at 90 per cent of her average weekly earnings for the first six weeks of her maternity leave and to a flat rate sum for the following 33 weeks.

## Employees with less than 12 months' continuous

## service

15.57 If an employee does not satisfy the conditions in paragraph 15.7 for occupational maternity pay, she may be entitled to Statutory Maternity Pay. Statutory Maternity Pay will be paid regardless of whether she satisfies the conditions in paragraph 15.7.

15.58 If her earnings are too low for her to qualify for Statutory Maternity Pay, or she does not qualify for another reason, she should be advised to claim maternity allowance from her local Job Centre Plus or social security office.

15.59 All employees will have a right to take 52 weeks of maternity leave whether or not they return to NHS employment.

15.60 Paragraph 15.66 contains further information on statutory maternity entitlements.

## Continuous service

15.61 For the purposes of calculating whether the employee meets the qualification set out in paragraph 15.7 (i) to have had 12 months of continuous service with one or more NHS employers, the following provisions shall apply:

- i) NHS employers include health authorities, NHS boards, NHS trusts and the Northern Ireland Health Service;
- ii) a break in service of three months or less will be disregarded (though not count as service).

15.62 The following breaks in service will also be disregarded (though not count as service):

- i) employment under the terms of an honorary contract;
- ii) employment as a locum with a general practitioner for a period not exceeding 12 months;
- iii) a period of up to 12 months spent abroad as part of a definite programme of postgraduate training on the advice of the postgraduate dean or college or faculty advisor in the speciality concerned;
- iv) a period of voluntary service overseas with a recognised international relief organisation for a period of 12 months, which may exceptionally be extended for 12 months at the discretion of the employer which recruits the employee on her return;
- v) absence on a employment break scheme in accordance with the provisions of Section 36 of this Handbook;
- vi) absence on maternity leave (paid or unpaid) as provided for under this agreement.

15.63 Employers may at their discretion extend the period specified in paragraphs 15.61 (ii) and 15.62.

15.64 Employment as a trainee with a general medical practitioner in accordance with the provisions of the Trainee Practitioner Scheme, shall similarly be disregarded and count as service.

15.65 Employers have the discretion to count other previous NHS service or service with other employers.

## Information about statutory maternity/adoption

## leave, Shared Parental Leave and paternity leave and pay

15.66 There are occasions when employees are entitled to other statutory benefits/allowances and information about all statutory maternity/adoption, Shared Parental Leave and paternity rights can be found using the following link: [www.gov.uk](http://www.gov.uk)

Information about health and safety for new and expectant mothers at work can be found using the following link: <http://www.hse.gov.uk/mothers/>

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*Pay circular (AforC) 2/2016: amendment number 36*

# Section 16: Redundancy pay (England)

## Introduction

16.1 This Section sets out the arrangements for redundancy pay for employees dismissed by reason of redundancy who, at the date of termination of their contract, have at least 2 years of continuous full-time or part-time service. These take effect from 1 April 2015. It also sets out the arrangements for early retirement on grounds of redundancy and in the interests of the service, for those who are members of the NHS Pension Scheme and have at least two years of continuous full-time or part-time service and two years of qualifying membership in the NHS Pension Scheme. NHS contractual redundancy is an enhancement to an employee's statutory redundancy entitlement, the statutory payment being offset against any contractual payment.

## Definition of redundancy

16.2 A dismissal will be by reason of redundancy if it is mainly or wholly attributable to:

- the fact that the employer has ceased, or intends to cease to carry on the business for the purposes of which the employee was employed; or to carry on the business in the place where the employee was so employed; or
- the fact that the requirements of the business for employees to carry out work of a particular kind; or the requirements of the business for employees to carry out work of a particular kind in the place where they were so employed, have ceased or diminished or are expected to cease or diminish.

## Qualification for a redundancy payment

16.3 To qualify for a redundancy payment the member of staff must be an employee, working under a contract of employment for an NHS employer. 'NHS employer' means any of the organisations listed at Annex 1 in this Handbook and any predecessor or successor body. Non-executive directors of NHS organisations do not qualify. Contracts of employment may be written or verbal, and can be for a fixed period or be continuous. In law, employees have a contract as soon as they start work and in accepting and undertaking the work required they accept the terms and conditions offered by the employer. To qualify for a redundancy payment the employee must also have at least 2 years of continuous full-time or part-time service. A redundancy payment will only be paid where the employee is dismissed by reason of redundancy.

## Definition of continuous service

16.4 "Continuous service" is calculated in accordance with Part XIV, Chapter 1, of the Employment Rights Act 1996, "Continuous Employment." For the purpose of determining whether service has been continuous it does not matter whether an employee works on a full-time or part-time basis. For the purpose of determining eligibility for redundancy pay, previous continuous employment with different NHS employers may be counted as long as there has not been a break of a week or more (measured Sunday to Saturday) between any periods of employment.

## Definition of reckonable service

16.5 "Reckonable service" for the purposes of an NHS redundancy payment, which is calculated on the basis of the service up to the date of termination of the contract, means continuous full-time or part-time employment with the present or any previous NHS employer but with the following additions:

- subject to paragraph 16.6 below, where there has been a break in service of 12 months or less, the period of employment prior to the break will count as reckonable service;
- periods of employment as a trainee with a general medical practitioner, in accordance with the provisions of the Trainee Practitioner Scheme, will count as reckonable service;
- at employer discretion, any period or periods of employment with employers outside the NHS, where these are judged to be relevant to NHS employment, can be included in reckonable service – see Section 12 of the handbook.

16.6 The following employment will not count as reckonable service:

- employment that has been taken into account for the purposes of a previous redundancy, or loss of office payment by an NHS employer;
- where the employee has previously been given NHS pension benefits, any employment that has been taken into account for the purposes of those pension benefits.

## Definition of a month's pay

16.7 "Month's pay" means whichever is the more beneficial of the following calculations:

- 4.35 times a week's pay, calculated in accordance with the provisions of Sections 221 to 224 of the Employment Rights Act 1996;
- an amount equal to 1/12th of the annual salary in payment at the date of termination of employment.

## Calculation of redundancy payment

16.8 The redundancy payment will take the form of a lump sum, dependent on the employee's reckonable service at the date of termination of employment. The lump sum will be calculated on the basis of one month's pay for each complete year of reckonable service, subject to a minimum of two years' continuous service and a maximum of 24 years' reckonable service being counted.

- For those earning less than £23,000 per year (full time equivalent), the redundancy payment will be calculated using notional full-time annual earnings of £23,000, pro-rated for employees working less than full time.
- For those earning over £80,000 per year (full time equivalent) the redundancy payment will be calculated using notional full-time annual earnings of £80,000, pro-rated for employees working less than full time. No redundancy payment will exceed £160,000 (pro-rata).

16.9 Fractions of a year of reckonable service will not be taken into account.

## Early retirement on grounds of redundancy for employees entitled to pension benefits

### Qualification criteria

16.10 Members of the NHS Pension Scheme who are made redundant and meet the conditions set out below may choose to retire early and use the redundancy payment, set out in paragraphs 16.12 to 16.15 to buy out all or part of the pension benefits reduction. To qualify for early retirement the member of staff must:

- be an active member of the NHS Pension Scheme in respect of the employment that is being terminated;
- have at least two years' continuous service and two years' qualifying membership of the NHS Pension Scheme;
- have reached the minimum pension age. The Finance Act 2004 allows for protection of a minimum pension age of 50, for members who had the right to take reduced benefits at that age on 5 April 2006. This protection may continue as long as members retiring early after 6 April 2010 take all their benefits payable under scheme rules. In the NHS Pension Scheme, for those without this protection, members who first joined and some who returned to the scheme after 6 April 2006, minimum pension age is 55.

### Definition of qualifying membership

16.11 'Qualifying membership' is membership that counts towards establishing entitlement for benefits. Pensionable membership is service that counts when calculating the value of pension benefits. This may be different from reckonable service for the purposes of a redundancy payment as it can include pensionable service from previous periods of employment with the NHS or another employer, and periods of part-time working.

### Use of redundancy payment to pay for early

## retirement

16.12 Pension benefits that are paid earlier than a member's normal pension age are usually reduced to cover the cost of paying the pension early. The amount of reduction is calculated by the scheme actuary and depends on how early the pension has been taken.

16.13 Subject to meeting eligibility criteria, the redundant member of staff can choose to exchange their redundancy lump sum payment in return for immediate payment of their qualifying pension benefits at the point of redundancy, with such actuarial reduction applied that has not been bought-out. The employer will use the employee redundancy lump sum payment to pay a contribution to the relevant NHS pension scheme in order to buy-out as much of the actuarial reduction as the value of the redundancy lump sum payment permits.

16.14 If the value of the redundancy lump sum payment that would otherwise have been payable under paragraph 16.8 exceeds the cost of buying out the reduction, the redundant individual will receive a redundancy lump sum payment that is equivalent to the difference between the two amounts. If the value of the redundancy lump sum payment is not sufficient to buy-out the full reduction, the pension benefits are proportionally reduced by the remainder. Where this is the case, members have the further option to make an additional contribution to the relevant NHS pension scheme in order to buy-out the remaining reduction using their own personal funds. The additional contribution option may only be exercised before the pension is paid.

16.15 If the redundant member of staff does not wish to take unreduced or partly reduced pensions benefits early, they can opt to keep their redundancy lump sum payment and either preserve their pension benefits for payment at a later date or take those benefits immediately but with a reduction applied in the same way as if the member had opted to take voluntary early retirement.

## Repayment

16.16 If, before the date of termination, an employee is offered suitable alternative employment with their own employer or with another NHS employer and that employment starts within 4 weeks of the termination date, they will not be entitled to a redundancy payment.

## Treatment of concurrent pensionable employment

16.17 Where there is concurrent pensionable employment, members may choose between:

- ceasing all pensionable employment and taking all pension benefits. For members of the 1995 section of the NHS Pension Scheme, this means that they cannot be pensionable again in the scheme. (An employment may continue if it is not more than 16 hours a week, without affecting the payment of enhanced benefits, but it will not be pensionable in the scheme); and
- taking benefits only in respect of the employment that is being terminated on redundancy grounds, in which case they can continue being pensionable in other employments.

16.18 Members with concurrent practitioner and non-practitioner employments (as defined



by the relevant NHS pension scheme), who choose to cease all pensionable employments, will receive only their non-practitioner benefits on redundancy grounds. Where appropriate, benefits for practitioner membership may be taken on an early retirement basis with an actuarial reduction or preserved for payment at normal pension<sup>1</sup> age<sup>2</sup>.

16.19 The member can exchange their redundancy lump payment and use other personal funds (if required) to buy-out the cost of paying benefits early, including the pension costs accruing from other terminating employment.

## Exclusion from eligibility

16.20 Employees shall not be entitled to redundancy payments or early retirement on grounds of redundancy if:

- they are dismissed for reasons of misconduct, with or without notice; or
- at the date of the termination of the contract have obtained without a break, or with a break not exceeding four weeks, suitable alternative employment with the same or another NHS employer; or
- unreasonably refuse to accept or apply for suitable alternative employment with the same or another NHS employer; or
- leave their employment before expiry of notice, except if they are being released early (see Paragraphs 20 to 21 below); or
- they are offered a renewal of contract (with the substitution of the new employer for the previous NHS one); or
- where their employment is transferred to another public service employer who is not an NHS employer.

## Suitable alternative employment

16.21 Employers have a responsibility, before making a member of staff redundant or agreeing early retirement on grounds of redundancy, to seek suitable alternative employment for that person, either in their own organisation or through arrangements with another NHS employer. Employers should avoid the loss of staff through redundancy wherever possible, to retain valuable skills and experience where appropriate within the local health economy.

16.22 'Suitable alternative employment', for the purposes of paragraph 16.20, should be determined by reference to Sections 138 and 141 of the Employment Rights Act 1996. In considering whether a post is suitable alternative employment, regard should be had to the personal circumstances of the employee. Employees will, however, be expected to show some flexibility.

16.23 For the purposes of this scheme any suitable alternative employment must be brought to the employee's notice in writing or by electronic means agreed with the employee, before the date of termination of contract and with reasonable time for the employee to consider it. The employment should be available not later than four weeks from that date. Where this is done, but the employee fails to make any necessary application, the employee shall be

deemed to have refused suitable alternative employment. Where an employee accepts suitable alternative employment the 'trial period' provisions in Section 138 (3) of the Employment Rights Act 1996 will apply.

## Early release of redundant employees

16.24 Employees who have been notified of the termination of their employment on grounds of redundancy, and for whom no suitable alternative employment in the NHS is available, may, during the period of notice, obtain other employment outside the NHS.

16.25 If they wish to take this up before the period of notice of redundancy expires the employer will, unless there are compelling reasons to the contrary, release such employees at their request on a mutually agreeable date. That date will become the revised date of redundancy for the purpose of calculating any entitlement to a redundancy payment under this agreement.

## Claim for redundancy payment

16.26 Claims for redundancy payment or retirement on grounds of redundancy must be submitted within six months of the date of termination of employment. Before payment is made the employee will certify that:

- they had not obtained, been offered or unreasonably refused to apply for or accept, suitable alternative health service employment within four weeks of the termination date and they understand that payment is made only on this condition and undertake to refund it if this condition is not satisfied.

## Retrospective pay awards

16.27 If a retrospective pay award is notified after the date of termination of employment, then the redundancy payment and/or pension will be recalculated, and any arrears due paid.

## Disputes

16.28 An employee who disagrees with the employer's calculation of the amount of redundancy payment or the rejection of a claim for redundancy payment, should make representations to the employer via local grievance procedures. See also paragraph 16.25 about making a claim for a redundancy payment.

## Early retirement in the interests of the efficiency of the service

16.29 Members of the NHS Pension Scheme will receive payment of benefits without reduction if they retire early in the interests of the efficiency of the service, and they satisfy the qualifying conditions set out in paragraph 16.10. Retiring early in the interests of the service is a flexibility available at employer discretion. In these cases, no redundancy payment is due. In agreeing to retirement in the interests of the service, the employer undertakes to pay the costs of paying the pension and lump sum early. Employers will need to ensure that they exercise this discretion appropriately and will be conscious of the

implications of any potential discrimination on grounds of age, gender, gender identity or gender expression, pregnancy or maternity, marriage or civil partnership, race, religion or belief, disability, or sexual orientation.

16.30 These arrangements are aimed at employees who have given valuable NHS service in the past but are no longer capable of doing so. This might be because of new or expanded duties or a decline in the ability to perform existing duties efficiently but not so as to qualify them for ill health retirement. Employers would be expected to consider alternatives before agreeing to early retirement, including reasonable adjustments to an existing role or potential suitable alternatives.

16.31 The relevant NHS pension scheme certifies the grounds on which early retirement is taking place. The scheme does so on the basis of the information provided by the employer. In each case, therefore, an appropriate senior manager should authorise the early retirement, ensuring that the relevant criteria have been met.

## Employer responsibilities

16.32 The cost of redundancy early retirement to the employer is limited to the value of the redundancy lump sum payment. However, employer contributions to the NHS Pension Scheme do not cover the costs of early retirement benefits in the interests of the service. There is a requirement for NHS employers to pay these costs if they retire staff early in the interests of the service.

## Transitional arrangements

16.33 Employees subject to formal redundancy consultation which commenced prior to 1 April 2015, the redundancy provisions in force **prior to 1 April 2015** will apply.

16.34 Employees subject to formal redundancy consultation which commences **after 31 March 2015**, the new redundancy provisions will apply.

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<sup>1</sup> Where practitioner membership ended 12 months or more before the date of non-practitioner retirement on redundancy grounds, and all other posts have ceased, pension benefits accruing from practitioner service will be paid at the same time, reduced to the extent that the actuarial reduction which would otherwise apply is bought out in accordance with paragraphs [16.12 to 16.15].

<sup>2</sup> Practitioners are general medical and general dental practitioners.

*Pay circular (AforC) 2/2015: amendment number 35*

# Section 16: Redundancy pay (Scotland, Wales and Northern Ireland)

## Introduction

16.1 This Section sets out the arrangements for redundancy pay for employees dismissed by reason of redundancy who, at the date of termination of their contract, have at least 104 weeks of continuous full-time or part-time service. These take effect from 1 October 2006. It also sets out the arrangements for early retirement on grounds of redundancy and in the interests of the service, for those who are members of the NHS Pension Scheme and have at least two years of continuous full-time or part-time service and two years of qualifying membership in the NHS Pension Scheme. Pension changes take effect from 1 December 2006.

## Definition of redundancy

16.2 The Employment Rights Act 1996 Section 139 states that redundancy arises when employees are dismissed in the following circumstances:

- “where the employer has ceased, or intends to cease, to carry on the business for the purposes of which the employee was employed; or where the employer has ceased, or intends to cease, to carry on the business in the place where the employee was so employed; or
- where the requirements of the business for employees to carry out work of a particular kind, in the place where they were so employed, have ceased or diminished or are expected to cease or diminish.”

## Qualification for a redundancy payment

16.3 To qualify for a redundancy payment the member of staff must be an employee, working under a contract of employment for an NHS employer. ‘NHS employer’ means any of the organisations listed at Annex 1 in this Handbook and any predecessor or successor body. Non-executive directors of NHS organisations do not qualify. Contracts of employment may be written or verbal, and can be for a fixed period or be continuous. In law, employees have a contract as soon as they start work and in accepting and undertaking the work required they accept the terms and conditions offered by the employer. To qualify for a redundancy payment the employee must also have at least 104 weeks of continuous full-time or part-time service.

## Definition of continuous service

16.4 "Continuous service" means full-time or part-time employment with the present or any previous NHS Employer. If with more than one NHS employer, there must not have been a break of more than a week (measured Sunday to Saturday) between employments.

## Definition of reckonable service

16.5 "Reckonable service" for the purposes of an NHS redundancy payment, which is calculated on the basis of the service up to the date of termination of the contract, means continuous full-time or part-time employment with the present or any previous NHS employer but with the following additions:

- where there has been a break in service of 12 months or less, the period of employment prior to the break will count as reckonable service;
- periods of employment as a trainee with a general medical practitioner, in accordance with the provisions of the Trainee Practitioner Scheme, will count as reckonable service;
- at employer discretion, any period or periods of employment with employers outside the NHS, where these are judged to be relevant to NHS employment, can be included in reckonable service – see Section 12 of the handbook.

16.6 The following employment will not count as reckonable service:

- employment that has been taken into account for the purposes of a previous redundancy, or loss of office payment by an NHS employer;
- where the employee has previously been given pension benefits, any employment that has been taken into account for the purposes of those pension benefits.

## Definition of a month's pay

16.7 "Month's pay" means whichever is the more beneficial of the following calculations:

- 4.35 times a week's pay, calculated in accordance with the provisions of Sections 221 to 229 of the Employment Rights Act 1996;
- an amount equal to 1/12th of the annual salary in payment at the date of termination of employment.

## Calculation of redundancy payment

16.8 The redundancy payment will take the form of a lump sum, dependent on the employee's reckonable service at the date of termination of employment. The lump sum will be calculated on the basis of one month's pay for each complete year of reckonable service, subject to a minimum of two years' (104 weeks') continuous service and a maximum of 24 years' reckonable service being counted.

16.9 Fractions of a year of reckonable service will not be taken into account.

# Early retirement on grounds of redundancy for employees entitled to pension benefits

## Qualification criteria

16.10 Members of the NHS Pension Scheme who are made redundant and meet the conditions set out above in Paragraphs 3 to 6, may choose to retire early without reduction in the value of pension benefits, as an alternative to receiving the full lump sum benefit set out in Paragraph 8. To qualify for early retirement the member of staff must:

- be a member of the NHS Pension Scheme;
- have at least two years' continuous service and two years' qualifying membership;
- have reached the minimum pension age. The Finance Act 2004 allows for protection of a minimum pension age of 50, for members who had the right to take reduced benefits at that age on 5 April 2006. This protection may continue as long as members retiring early after 6 April 2010 take all their benefits payable under scheme rules. In the NHS Pension Scheme, for those without this protection, members who first joined and some who returned to the scheme after 6 April 2006, minimum pension age will change from 50 to 55 from 6 April 2010.

## Definition of qualifying membership

16.11 'Qualifying membership' is membership that counts towards entitlement for benefits. Pensionable membership is membership that counts when benefits are calculated. This may be different from reckonable service for the purposes of a redundancy payment as it can include pensionable service from previous periods of employment with the NHS or another employer, and periods of part-time working.

## Use of redundancy payment to pay for early retirement

16.12 If the redundant member of staff chooses to take early retirement with an unreduced pension under these arrangements, they will receive immediately the full value of their qualifying pension benefits at the point of redundancy, without the actuarial reduction that would occur with voluntary early retirement. Their employer will pay the relevant NHS pension scheme a sum equivalent to the capitalised cost of paying the pension and lump sum early; either as one payment or in five instalments.<sup>1</sup>

16.13 This sum will be paid from the lump sum redundancy payment that otherwise would have been paid to the employee. If the cost to the employer of paying by single payment for early retirement is less than the value of the redundancy payment that the member would have received under Paragraph 8, then the redundant employee will also receive from the employer a redundancy payment equivalent to the difference between the two sums. The cost to the employer would therefore normally be the same as if the employee had chosen to take a redundancy payment without unreduced early retirement. However, if the cost of early retirement is more than the redundancy payment due, the employer will pay the additional cost. If the employer chooses to pay in five installments, the employer is responsible for the

additional interest charge.

## Treatment of concurrent pensionable employment

16.14 Where there is concurrent pensionable employment, members may choose between:

- ceasing all pensionable employment and taking early retirement on the terms set out below in respect of each employment, in which case they cannot be pensionable again in the current scheme (normal pension age of 60). (An employment may continue if it is not more than 16 hours a week, without affecting the payment of enhanced benefits, but it will not be pensionable in the scheme); and
- taking benefits only in respect of the employment that is being terminated, in which case they can continue being pensionable in other employments. After 6 April 2010 this will not apply if taking benefits under the age of 55.

16.15 Members with concurrent practitioner and non-practitioner employments, who choose to cease all pensionable employments, will receive only their non-practitioner benefits on redundancy grounds. Where appropriate, benefits for practitioner membership may be taken on an early retirement basis with an actuarial reduction or preserved for payment at age 60.<sup>2</sup>  
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16.16 The employer who authorises early retirement will be responsible for the pension costs accruing from other terminating employment. If a member returns to work after taking their pension, their pension will be abated, if the combined value of their pension and salary is greater than they earned prior to retirement. This will continue until they reach their normal pension age.

## Exclusion from eligibility

16.17 Employees shall not be entitled to redundancy payments or early retirement on grounds of redundancy if:

- they are dismissed for reasons of misconduct, with or without notice; or
- at the date of the termination of the contract have obtained without a break, or with a break not exceeding four weeks, suitable alternative employment with the same or another NHS employer; or
- unreasonably refuse to accept or apply for suitable alternative employment with the same or another NHS employer; or
- leave their employment before expiry of notice, except if they are being released early (see Paragraphs 20 to 21 below); or
- they offered a renewal of contract (with the substitution of the new employer for the previous NHS one); or
- where their employment is transferred to another public service employer who is not an NHS employer.

## Suitable alternative employment

16.18 Employers have a responsibility, before making a member of staff redundant or

agreeing early retirement on grounds of redundancy, to seek suitable alternative employment for that person, either in their own organisation or through arrangements with another NHS employer. Employers should avoid the loss of staff through redundancy wherever possible, to retain valuable skills and experience where appropriate within the local health economy.

16.19 'Suitable alternative employment', for the purposes of paragraph 17, should be determined by reference to Sections 138 and 141 of the Employment Rights Act 1996. In considering whether a post is suitable alternative employment, regard should be had to the personal circumstances of the employee. Employees will, however, be expected to show some flexibility.

16.20 For the purposes of this scheme any suitable alternative employment must be brought to the employee's notice in writing or by electronic means agreed with the employee, before the date of termination of contract and with reasonable time for the employee to consider it. The employment should be available not later than four weeks from that date. Where this is done, but the employee fails to make any necessary application, the employee shall be deemed to have refused suitable alternative employment. Where an employee accepts suitable alternative employment the 'trial period' provisions in Section 138 (3) of the Employment Rights Act 1996 will apply.

## Early release of redundant employees

16.21 Employees who have been notified of the termination of their employment on grounds of redundancy, and for whom no suitable alternative employment in the NHS is available, may, during the period of notice, obtain other employment outside the NHS.

16.22 If they wish to take this up before the period of notice of redundancy expires the employer will, unless there are compelling reasons to the contrary, release such employees at their request on a mutually agreeable date. That date will become the revised date of redundancy for the purpose of calculating any entitlement to a redundancy payment under this agreement.

## Claim for redundancy payment

16.23 Claims for redundancy payment or retirement on grounds of redundancy must be submitted within six months of the date of termination of employment. Before payment is made the employee will certify that:

- they had not obtained, been offered or unreasonably refused to apply for or accept, suitable alternative health service employment within four weeks of the termination date;
- they understand that payment is made only on this condition and undertake to refund it if this condition is not satisfied.

## Retrospective pay awards

16.24 If a retrospective pay award is notified after the date of termination of employment, then the redundancy payment and/or pension will be recalculated, and any arrears due paid.

## Disputes



16.25 An employee who disagrees with the employer's calculation of the amount of redundancy payment or the rejection of a claim for redundancy payment, should make representations to the employer via local grievance procedures. See also paragraph 22 about making a claim for a redundancy payment.

## Early retirement in the interests of the efficiency of the service

16.26 Members of the NHS Pension Scheme will receive payment of benefits without reduction if they retire early in the interests of the efficiency of the service, and they satisfy the qualifying conditions set out in paragraph 10. Retiring early in the interests of the service is a flexibility available at employer discretion. In these cases, no redundancy payment is due. In agreeing to retirement in the interests of the service, the employer undertakes to pay the costs of paying the pension and lump sum early. Employers will need to ensure that they exercise this discretion appropriately and will be conscious of the implications of any potential discrimination on grounds of age, gender, gender identity or gender expression, pregnancy or maternity, marriage or civil partnership, race, religion or belief, disability, or sexual orientation.

16.27 These arrangements are aimed at employees who have given valuable NHS service in the past but are no longer capable of doing so. This might be because of new or expanded duties or a decline in the ability to perform existing duties efficiently but not so as to qualify them for ill health retirement. Employers would be expected to consider alternatives before agreeing to early retirement, including reasonable adjustments to an existing role or potential suitable alternatives.

16.28 The relevant NHS pension scheme certifies the grounds on which early retirement is taking place. The scheme does so on the basis of the information provided by the employer. In each case, therefore, an appropriate senior manager should authorise the early retirement, ensuring that the relevant criteria have been met.

## Employer responsibilities

16.29 Employer contributions to the NHS Pension Scheme do not cover the costs of early retirement benefits. There is a requirement for NHS employers to pay these costs if they retire staff early on grounds of redundancy or in the interests of the service.

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<sup>1</sup> It is open to qualifying members to take early retirement under the normal scheme arrangements for voluntary early retirement or normal age retirement.

<sup>2</sup> Where practitioner membership ended 12 months or more before the date of non-practitioner retirement on redundancy, and all other posts have ceased, practitioner benefits will be paid at the same time as the redundancy benefits and associated pension costs will

be met by the NHS employer authorising retirement.

<sup>3</sup> Practitioners are general medical and general dental practitioners.

*Pay circular (AforC) 1/2012: amendment number 25*

## Section 17: Reimbursement of travel costs \*1

17.1 This Section deals with the reimbursement of costs incurred by employees who, with the agreement of their employer, use their own vehicles or pedal cycles, to make journeys in the performance of their duties. A summary of motoring costs which are taken into account is in Annex 12.

17.2 Principles underpinning lease vehicle policies are in Annex 13. If the employer withdraws the offer of a lease vehicle in line with the provisions of Annex 13 the employee is entitled to the appropriate rates of reimbursement in Table 7.

17.3 The reimbursement of travelling costs when employees are required to change their base of work as a result of a reorganisation or merger of NHS employers or when employees accept another post as an alternative to redundancy, will be for local partnerships to determine in line with Section 19 and Annex 15, subject to a maximum period of reimbursement of four years from the date of transfer (see paragraph 17.17 for compulsory change of base).

17.4 **This section is effective from 1 July 2013.** It replaces the previous Section 17 and all existing national agreements on protection. It applies to all employees on the terms and conditions of service in this Handbook who have been in receipt of the nationally agreed mileage payments. Where local partnerships of employers and trades unions have agreed alternative arrangements which may take account of local travel policies, e.g. approved mileage allowance payments (AMAP rates), it will be for the local parties to decide if they wish to maintain the local agreement or implement the new national system.

17.5 When using their vehicles in the performance of their duties employees must ensure they possess a valid driving licence, Ministry of Transport test (MOT) certificate and motor insurance which covers business travel, that he or she is fit to drive and drives safely and that they obey the relevant laws e.g. speed limits. The employee must inform the employer if there is a change in status.

17.6 When authorising the use of a vehicle, the employer must ensure that the driver has a valid driving licence and MOT certificate and has motor insurance which covers business travel.

17.7 The employer and employee will agree the most suitable means of transport for the routine journeys which employees have to make in the performance of their duties. If a particular journey is unusual, in terms of distance or purpose, the mode of travel will be agreed between the employer and employee, before it starts.

17.8 There may be circumstances where newly appointed or lower paid employees need

assistance to obtain a vehicle to undertake business travel. Where the use of a vehicle is essential to the job the organisation may wish to assist by providing a lease or pool vehicle or a salary advance (see Annex 13).

## Rates of reimbursement

17.9 Employees who use their vehicles to make journeys in the performance of their duties e.g. to provide care in the patient's home, will be reimbursed their motoring costs at the appropriate rates shown in Table 7. These rates of reimbursement apply to journeys undertaken on and after 1 July 2014.

17.10 The rates of reimbursement implemented on 1 July 2014 will be those resulting from the review which will be done following the publication of the new AA guides in April/May 2014. Those rates will apply to all journeys undertaken on and after 1 July 2014.

17.11 The rates of reimbursement in Table 7 are obtained by referring to costs for the average private vehicle user included in the AA guides to motoring costs (see Annex 12).

17.12 The rate of reimbursement for motorcyclists in column 4 in Table 7 and the reserve rate in column 4 will move in line with the rate for car users in column 2 (see Annex 12).

**Table 7**

### Amended rates of reimbursement from 1 July 2014

Column 1	Column 2	Column 3	Column 4
Type of vehicle/allowance	Annual mileage up to 3,500 miles (standard rate)	Annual mileage over 3,500 miles (standard rate)	All eligible miles travelled (see paragraph 17.15 and Table 8)
Car (all types of fuel)	56 pence per mile	20 pence per mile	
Motor cycle			28 pence per mile
Pedal cycle			20 pence per mile
Passenger allowance			5 pence per mile
Reserve rate			28 pence per mile
Carrying heavy or bulky equipment			3 pence per mile

## Review

17.13 After 1 July 2014 the NHS Staff Council will continue to review the standard rate of reimbursement in Column 2 in Table 7 each year, soon after the new AA guides to Motoring Costs are published, normally in April or May. Any changes to the standard rate of

reimbursement, the reserve rate and the rate for motorcycle users in Table 7, resulting from this review, will apply to all miles travelled from the following 1 July, in line with the provisions in this Section (see also Annex 12).

17.14 A second review will be conducted in November each year to ensure the rate in Column 2 in Table 7 (the standard rate) continues to reimburse employees in line with motoring costs. Any changes to the standard rate of reimbursement, the reserve rate and the rate for motorcycle users in Table 7, resulting from this review, will apply to all miles travelled from the following 1 January, in line with the provisions in this Section (see also Annex 12).

## Eligible mileage

17.15 Employees will be reimbursed for miles travelled in the performance of their duties which are in excess of the home to agreed work base return journey. Normally, the miles eligible for reimbursement are those travelled from the agreed work base and back. However, when the journey being reimbursed starts at a location other than the agreed work base, for example home, the mileage eligible for reimbursement will be as set out in the example in Table 8.

**Table 8 - Eligible mileage**

Eligible mileage - illustrative example		
In this example the distance from the employee's home to the agreed base is 15 miles		
Journey (outward)	Distance	Eligible miles
Home to base	15 miles	None
Home to first call	Less than 15 miles	Eligible mileage starts after 15 miles have been travelled
Home to first call	More than 15 miles	Eligible mileage starts from home, less 15 miles
Journey (return)		
Last call to base		Eligible mileage ends at base
Last call to home	Less than 15 miles	Eligible mileage ends 15 miles from home
Last call to home	More than 15 miles	Eligible mileage ends 15 miles from home

## Passenger rate

17.16 With the exception of lease, pool or hire vehicle users, where other employees or members of an NHS organisation are conveyed in the same vehicle on NHS business and their fares would otherwise be payable by the employer, the passenger allowance in Table 7 will be payable to the vehicle driver.

## Reserve rate of reimbursement

17.17 A reserve rate of reimbursement, as in Table 7, will apply to employees using their own vehicles for business purposes in the following situations:

- if an employee unreasonably declines the employers' offer of a lease vehicle:
  - in determining reasonableness the employer and employee should seek to reach a joint agreement as to whether a lease vehicle is appropriate and the timeframe by which the new arrangements will apply. All the relevant circumstances of the employee and employer will be considered including an employees' personal need for a particular type of car and the employers' need to provide a cost effective option for business travel;
  - if the employee's circumstances subsequently change the original decision will be reviewed. The agreed principles underlying local lease vehicle policies are in Annex 13;
- when employees are required to return to work or work overtime in line with Section 3 on any day, and incur additional travel to work expenses on that day. This provision will apply if the employee chooses to be paid for the extra hours or takes time off in lieu (TOIL – see Section 3);
- when a claim for excess mileage is made in situations where there is a compulsory change of base, either permanent or temporary, resulting in extra daily travelling expenses. The period of payment will be for local partnerships to determine, subject to a maximum period of 4 years from the date of transfer. (For those employees using public transport see paragraph 17.25);
- if an employee uses his or her own vehicle when suitable public transport is available and appropriate in the circumstances, subject to a maximum of the public transport cost which would have been incurred (see paragraph 17.7) and the rules on eligible miles in paragraph 17.15 and Table 8.

## Attendance on training courses

17.18 Additional travel costs incurred when attending courses, conferences or events at the employer's instigation will be reimbursed at the standard rates in Table 7 when the employer agrees that travel costs should be reimbursed.

17.19 Subject to the prior agreement of the employer, travel costs incurred when staff attend training courses or conferences and events, in circumstances when the attendance is not required by the employer, will be reimbursed at the reserve rate in Table 7, in line with the rules on eligible mileage in paragraph 17.15 and Table 8.

## “Out of pocket” expenses in respect of business travel

17.20 This paragraph applies to employees for whom regular travel in a motor vehicle is an essential part of their duties. During a period when the employee's vehicle is temporarily “off the road” for repairs, “out of pocket” expenses in respect of business travel by other

appropriate forms of transport, should be borne by the employer. Reimbursement of these expenses will be subject to the rule on eligible mileage in paragraph 17.15 and Table 8.

## Other allowances

17.21 Employees who necessarily incur charges in the performance of their duties, in relation to parking, garage costs, tolls and ferries shall be refunded these expenses on production of receipts, whenever these are available. Charges for overnight garaging or parking, however, shall not be reimbursed unless the employee is entitled to night subsistence. This does not include reimbursement of parking charges incurred as a result of attendance at the employee's normal place of work.

## Transporting equipment

17.22 Employees who use their vehicles in the performance of their duties may be required to take equipment with them. Employers have a duty of care under the Health and Safety at Work Act 1974 and related legislation, to ensure that this does not cause a risk to the health and safety of the employee. Employees should not be allowed to carry equipment which is heavy or bulky, unless a risk assessment has been carried out beforehand. When, after the necessary assessment has demonstrated it is safe to carry equipment, an allowance (see Table 7) shall be paid for all eligible miles (see paragraph 17.15 and Table 8) for which the equipment is carried, provided that either:

- the equipment exceeds a weight which could reasonably be carried by hand; or
- the equipment cannot be carried in the boot of the vehicle and is so bulky as to reduce the seating capacity of the vehicle.

## Pedal cyclists

17.23 Employees who use pedal cycles to make journeys in the performance of their duties will be reimbursed for eligible miles travelled at the rate in Table 7 (see paragraph 17.15 and Table 8 for eligible miles).

## Public transport

17.24 If an employee uses public transport for business purposes, the cost of bus fares and standard rail fares should be reimbursed.

17.25 Where there is a compulsory change of base, either permanent or temporary, resulting in extra public transport costs for the employee, these extra costs will be reimbursed, subject to a maximum period of four years from the date of transfer. (For those employees using their own vehicles for business purposes and incurring additional costs see paragraph 17.17).

“Approved Mileage Allowance Payments” (AMAP) is in place in NHS Wales. Therefore this section does not apply in NHS Wales and employers there should refer to the revised Section 17 published by the Welsh Government.

*Information note number 1: amendment number 34*



# Section 18: Subsistence allowances

18.1 Where locally, staff and employer representatives agree arrangements which are more appropriate to local operational circumstances or which provide benefits to staff beyond those provided by this section, or are agreed as operationally preferable, those local arrangements will apply.

18.2 The purpose of this section is to reimburse staff for the necessary extra costs of meals, accommodation and travel arising as a result of official duties away from home. Business expenses which may arise, such as the cost of a fax or official telephone calls, may be reimbursed with certificated proof of expenditure.

## Night subsistence

### Short overnight stays in hotels, guesthouses and commercial accommodation

18.3 When an employee stays overnight in a hotel, guesthouse, or other commercial accommodation with the agreement of the employer, the overnight costs will be reimbursed as follows:

- the actual, receipted cost of bed and breakfast, up to the normal maximum limit set out in Annex 14; plus
- a meals allowance, to cover the cost of a main evening meal and one other day-time meal, at the rate set out in Annex 14.

18.4 Where the maximum limit is exceeded for genuine business reasons (e.g. the choice of hotel was not within the employee's control or cheaper hotels were fully booked) additional assistance may be granted at the discretion of the employer.

### Short overnight stays in non-commercial accommodation

18.5 Where an employee stays for short overnight periods with friends or relatives or in a caravan or other non-commercial accommodation, the flat rate sum set out in paragraph 3 of Annex 14 is payable. This includes an allowance for meals. No receipts will be required.

18.6 Employees staying in accommodation provided by the employer or host organisation

shall be entitled to an allowance to cover meals which are not provided free of charge, up to the total set out in paragraph 2 of Annex 14.

18.7 Where accommodation and meals are provided without charge to employees, e.g. on residential training courses, an incidental expenses allowance at the rate set out in paragraph 6 of Annex 14 will be payable. All payments of this allowance are subject to the deductions of appropriate tax and National Insurance contributions via the payroll system.

## **Travelling overnight in a sleeping berth (rail or boat)**

18.8 The cost of a sleeping berth (rail or boat) and meals, excluding alcoholic drinks, will be reimbursed subject to the production of vouchers.

## **Short-term temporary absence travel costs.**

18.9 Travel costs between the hotel and temporary place of work will be separately reimbursed on an actual cost basis.

## **Long-term overnight stays**

18.10 After the first 30 nights' stay in the same location the entitlement to night subsistence shall be reduced to the maximum rates set out in paragraph 4 of Annex 14. Meals allowances are not payable to these employees. Those who continue to stay in non-commercial accommodation will continue to be entitled to the rate set out in paragraph 3 of Annex 14.

## **Day subsistence**

18.11 A meal allowance is payable when an employee is necessarily absent from home on official business and more than five miles from their base, by the shortest practicable route, on official business. Day meals allowance rates are set out in paragraph 5 of Annex 14. These allowances are not paid where meals are provided free at the temporary place of work.

18.12 A day meals allowance is payable only when an employee necessarily spends more on a meal/meals than would have been spent at their place of work. An employee shall certify accordingly, on each occasion for which day meals allowance is claimed but a receipt is not required.

18.13 Normally, an employee claiming a lunch meal allowance would be expected to be away from his/her base for a period of more than five hours and covering the normal lunch time period of 12:00 pm to 2:00 pm. To claim an evening meals allowance an employee would normally be expected to be away from base for more than ten hours and unable to return to base or home before 7:00 pm and as a result of the late return is required to have an evening meal. Employees may qualify for both lunch and evening meal allowance in some circumstances. There will be occasions where, due to the time of departure, there will be the necessity to take a meal but the conditions relating to the time absent from the base are not met. This, and any other exceptions to the rules, may be allowed at the discretion of the employer.

18.14 The scope and level of any other payments will be determined by the employer, according to local needs, on a vouched basis.

## Late night duties allowance

18.15 An employee who is required to work late at night, in addition to a day duty, may be paid an evening meal allowance at the rate set out in paragraph 7 of Annex 14. It will be for the employer to determine who will be entitled and in what circumstances.

18.16 Late night duties allowance will be subject to deduction of appropriate tax and National Insurance contributions, via the payroll system.

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## Section 19: Other terms and conditions

19.1 Other terms and conditions, not covered in this handbook, will be determined locally following consultation with staff representatives, with a view to reaching agreement on such terms and conditions or any changes to them (see Annex 15)<sup>1</sup>.

19.2 The same terms and conditions should apply to all staff groups, unless there are significant reasons why this is not appropriate and these reasons are justifiable in relation to the principles of equal pay for work of equal value.

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<sup>1</sup>See the question and answer guidance in Annex 28 (England and Wales) or Annex 28 (Scotland and Northern Ireland).

*Information note number 1: amendment number 34*

# Section 20: Mutually agreed resignation schemes - principles

## Introduction

20.1 A Mutually Agreed Resignation Scheme (MARS) is a form of voluntary severance and has been developed with the aim of increasing the flexibility to organisations as they address periods of change and service redesign, in light of the financial circumstances in which they operate. The following set of principles has been developed and agreed by the NHS Staff Council in partnership to support the service in England in operating the scheme. Local partners are asked to use these principles in developing local schemes.

20.2 MAR schemes support employers by creating job vacancies which can be filled by redeployment of staff from other jobs or as a suitable alternative job for those facing redundancy.

20.3 The NHS Staff Council feels that the following good practice principles will support NHS employers in developing local MARS which will help to minimise the need for any future redundancies during periods of change and service redesign.

20.4 These guidelines refer to England only and further details of any arrangements in Scotland, Wales and Northern Ireland can be obtained from the respective Health Departments/Directorates.

## Definition

20.5 Mutually Agreed Resignation (MAR) is a scheme under which an individual employee, in agreement with their employer, chooses to leave employment in return for a severance payment. MAR is not a redundancy<sup>1</sup> or a voluntary redundancy, which would currently be covered by Section 16 or Section 16(a) (England). Severance payments should not be made where the circumstances entitle an employee to a contractual redundancy payment or redundancy benefits under the NHS Pension Scheme Regulations.

20.6 There may be a risk of a future redundancy claim if an employee is paid under MARS when their post is in fact redundant.

20.7 A MAR is viewed as being a voluntary resignation on the part of the individual employee, in return for a severance payment. As there may be significant financial implications for the employee, employers can support the decision making process by assisting individuals with understanding these implications. Employees may wish to augment this by seeking advice from a regulated financial advisor.

20.8 Some of the implications for employees to consider when resigning would include, for example:

- the possible loss of entitlements to welfare benefits;
- mortgage protection insurance policies not covering resignations;
- any possible impact on pensions;
- lease car penalties;
- multi-post contracts.

## Eligibility criteria

20.9 It would be for an employer working in partnership with local staff side to determine the eligibility criteria for a MARS.

20.10 Careful consideration will need to be given to the eligibility criteria and these should be drawn up in a way that closely link to the business case for the scheme. Criteria must not give rise to unlawful discrimination.

20.11 MARS is entirely voluntary from the employer's and employee's perspective and there is no legal obligation on the part of the employing NHS organisation to accept any individual application. Often a MAR is not an option, either because it does not suit individuals' personal circumstances or because it is important to retain a member of staff in the organisation. However, in some situations a MAR may be a useful opportunity for both the organisation and the individual, dependant upon the time specific savings that can be achieved and the employee's personal circumstances.

20.12 The final decision as to whether to accept an employee's application would be at the employer's discretion, depending upon their organisational needs, and there is no guarantee that an application to be considered under a MARS will be automatically approved. When making a decision regarding an application, an organisation will need to be able to demonstrate that there is a sound business case for the MAR and that it has acted fairly, in line with its own equal opportunities policy.

20.13 Application periods for a MARS should be time limited and not be an open ended exercise overlapping with a redundancy consultation. It would be expected that an organisation's application process would incorporate the values of confidentiality as embodied in the relevant organisation's polices.

20.14 It is important that an employee's proposed leaving date will be subject to mutual agreement between the employer and employee.

20.15 MARS should not be seen as a substitute for addressing poor performance, disciplinary matters, unwelcome publicity or reputational damage. Where appropriate, poor performance and conduct issues should be addressed via the organisation's relevant policies and procedures.

## Re-employment

20.16 Employees who leave an employer under the MARS would not be re-employed under normal circumstances by the same employer, in the same or a different post, before a period of time has elapsed. This is to ensure that public monies are spent appropriately and due consideration is given to all the alternatives available to an organisation when assessing the business case for any application under a MARS.

20.17 An employee, who secures another job within the NHS within a short period of time, may be required to repay a proportion of their compensation to the employer that made the payment. If the job is at a lower salary then the repayment would be reduced accordingly. The compromise agreement should specify the requirements for repayment in such circumstances.

20.18 Any severance payment made will be offset against any subsequent payment made for the purposes of any future calculation of redundancy payments in subsequent employment, where the period of employment covered by the severance payment is taken into account in calculating the redundancy payment.

## Financial case

20.19 The employer is responsible for the costs associated with any severance payment agreed under a MARS.

20.20 When deciding on a MARS, the employer will need to have a clear financial rationale that can justify a severance payment using public monies. In line with current good practice, consideration will need to be given to whether an employer is able to demonstrate:

- a) why the severance payment is in the public interest;
- b) why it represents value for money;
- c) how it represents the best use of public funds.

20.21 It is recommended that appropriate good practice corporate governance principles<sup>2</sup> are in place and followed when undertaking the process of approving severance payments.

20.22 Any locally agreed MARS will require approval from HM Treasury and the appropriate oversight organisation for the purposes of MARS (NHS Trust Development Authority (NHS TDA), Monitor, NHS England or the Department of Health).

20.23 Severance payments will require certification from the Accountable Officer stating:

- a) the scheme is affordable and within control totals;
- b) there are no staff leaving under the scheme who should otherwise be managed under the organisation's performance/capability procedures;
- c) the time limits applied to the scheme.

## Compromise agreement

20.24 It is advised that any severance payment under the MAR scheme will be formalised by means of a compromise agreement. This would set out the financial and all other terms on which the employment relationship will end.

20.25 The NHS organisation will meet reasonable costs for the independent legal advice

taken by an employee who signs a compromise agreement.

## Payment rate

20.26 The payment rate must reflect value for money for the public sector with a clear rationale for sustainable cost savings (see paragraphs 20.19 to 20.23: Financial Case). When determining payment rates employers should take into consideration the relative costs of alternatives to a Mutually Agreed Resignation. The amount should be sufficiently attractive to incentivise applications for the scheme, taking into account the level at which the minimum rate is set. Payments will need to be consistent and transparent and reflect the needs and objectives of the organisation.

20.27 In some cases, severance payments are not subject to deductions in accordance with the Income and Corporation Taxes Act 1998, but the individual circumstances of each case will need to be considered.

## Equality principles

20.28 In line with good practice, any local MAR scheme will need to operate in line with the equal opportunities principles as set out in equality legislation.

20.29 No employee should receive less favourable treatment on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation, or on the grounds of trade union membership.

20.30 Employers will need to undertake an equality assessment of their MAR scheme and put into place the appropriate monitoring, in line with their relevant policies, as developed in partnership with their local staff organisations.

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<sup>1</sup> The definition of redundancy given by Section 139 of the Employment Rights Act 1996 states:

"... an employee who is dismissed shall be taken to be dismissed by reason of redundancy if the dismissal is attributable wholly or mainly to:

- the fact that his employer has ceased, or intends to cease, to carry on the business for the purposes of which the employee was employed by him, or has ceased, or intends to cease, to carry on that business in the place where the employee was employed or
- the fact that the requirements of that business for employees to carry out work of a particular kind, or for employees to carry out work of a particular kind in the place where he was so employed, have ceased or diminished or are expected to cease or diminish."



<sup>2</sup> For NHS employers in England:

- For NHS Trusts:  
<http://webarchive.nationalarchives.gov.uk/+www.d>
- For NHS Foundation Trusts:  
<https://www.gov.uk/government/publications/nhs-foundation-trusts-code-of-governance>
- NHS Financial Manual:  
<http://webarchive.nationalarchives>.

*Pay circular (AforC) 1/2015: amendment number 35*

# Section 21: Right to raise concerns in the public interest (whistleblowing)

21.1 All employees working in the NHS have a contractual right and a duty to raise genuine concerns they have with their employer about malpractice, patient safety, financial impropriety or any other serious risks they consider to be in the public interest.

21.2 NHS organisations must have local policies that emphasise that it is safe and acceptable for staff to raise concerns and set out clear arrangements for doing so. Such policies are often referred to as 'whistleblowing' or 'open practice' policies.

21.3 The NHS Staff Council recommends that local policies should include the following points:

- the organisation takes malpractice or wrongdoing seriously, giving examples of the types of concerns that should be raised;
- employees have the option to raise concerns outside of line management, including ultimately with the Secretary of State or relevant Minister in the Devolved Administrations, or with any body they designate for these purposes;
- employees are able to access confidential advice from their trades union or their professional organisation. They may in addition seek confidential advice from an independent body e.g. Public Concern at Work;
- the organisation will handle all concerns sensitively with, respect to the confidentiality of a member of staff raising a concern;
- when and how concerns may properly be raised outside the organisation (e.g. with a regulator);
- it is a disciplinary matter either to victimise a genuine "whistleblower" or for someone to maliciously make a false allegation. However, every concern should be treated as made in good faith, unless it is subsequently found out not to be;
- the policy covers all staff, not just clinical professionals.

21.4 Local policies should be developed and signed off in partnership with local staff representatives. Policies should be reviewed on a regular basis and use of the policy monitored.

21.5 Local policies should be easily accessible to all staff and promoted across the organisation. It is recommended that local staff side organisations should be involved in any agreed communications strategy.

21.6 The specific arrangements for applying these principles in Scotland, Wales and Northern Ireland will be agreed in partnership within the Devolved Administrations.

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*Pay circular (AforC) 4/2010: amendment number 19*

# Section 22: Injury allowance

22.1 This section contains provision for an injury allowance to be paid to eligible employees<sup>1</sup> who, due to a work related injury, illness or other health conditions are on authorised sickness absence or phased return to work with reduced pay or no pay. It also makes provision for the protection of pay in certain circumstances.

22.2 This section should be read in conjunction with Section 14 (England and Wales) or Section 14 (Scotland and Northern Ireland) and Annex 26. It does not confer an additional period of sickness absence entitlement to eligible employees.

## Eligibility

22.3 Eligible employees who have injuries, diseases or other health conditions that are wholly or mainly attributable to their NHS employment, will be entitled to an injury allowance, subject to the conditions set out in this section. The injury, disease, or other health condition must have been sustained or contracted in the discharge of the employee's duties of employment or an injury that is not sustained on duty but is connected with or arising from the employee's employment.

22.4 The attribution of injury, illness or other health condition will be determined by the employer who should seek appropriate medical advice<sup>2</sup>. In all cases the employer should use the civil burden of proof - "on the balance of probability" (more likely than not) - to determine the outcome. Where the employee disagrees with the employer's decision then they are entitled to appeal the decision through local grievance procedures (see paragraph 22.16).

22.5 Employees claiming injury allowance are required to provide all relevant information, including medical evidence, that is in their possession or that can reasonably be obtained, to enable the employer to determine the claim.

22.6 Payment of injury allowance is not dependent on length of service.

22.7 The following circumstances will not qualify for consideration of injury allowance:

- injury whilst on a normal journey travelling to and from work, except where the journey is part of their contractual NHS duties;
- sickness absence as a result of disputes relating to employment matters, conduct or job applications;
- injury, disease or other health condition due to or seriously aggravated by the employee's own negligence or misconduct.

## Scale of injury allowance

22.8 Injury allowance will be paid to eligible employees as a top up to their sick pay or earnings, when on phased return on reduced pay. This calculation will include any contributory state benefits received by the employee to 85 per cent of pay as defined in paragraph 14.4 and paragraphs 14.4 and 14.5 in Section 14 (England and Wales).

22.9 The injury allowance payment is subject to National Insurance Contributions and income tax but is not subject to pensions contribution deductions.

22.10 Contributory state benefits received for loss of earnings will be offset at the rate at which they are actually received by the employee. All other benefits or payments received should be ignored.

22.11 Eligible employees are required to claim any contributory state benefits they may be entitled to and to declare receipt of such benefit(s) to their employer. Timely notification will ensure that overpayments of injury allowance are not made. Employers will require repayment when an overpayment is made.

## Payment period

22.12 The allowance will be restricted to a period of up to 12 months per episode, subject to local absence management, return to work and rehabilitation policies.

## Using injury allowance to support return to work

22.13 Eligible employees who make a phased return to work can receive the injury allowance as a pay top up to 85 per cent of pay as defined in paragraph 14.4 (Scotland and Northern Ireland) and paragraphs 14.4 and 14.5 in Section 14 (England and Wales), if their pay is reduced during an employer approved period of rehabilitation, subject to the timescales set out in paragraph 22.12. (See also Annex 26 for details of phased return arrangements).

## Pay protection

22.14 Eligible employees who have to change jobs permanently to a position on lower pay due to a work related injury, illness and/or other health condition, will receive a period of protected pay that is the same as local provision for pay protection during organisational change.

## Recovery of overpayment of injury allowance

22.15 An employer can seek to recover any overpayments made to an employee. Where recovery is necessary employers should take into account the period of time the overpayment was in place when agreeing the programme of repayments.

## Dispute resolution

22.16 Any disputes that arise due to the local application of injury allowance provisions should be handled via local grievance procedures.

<sup>1</sup> For employees not covered by the NHS Terms and Conditions of Service Handbook or who are no longer working for an NHS employer, the provisions in this Section will apply as specified in individuals' contracts of employment and should be read alongside the relevant contractual documents.

<sup>2</sup> See the question and answer guidance in Annex 28 (England and Wales) or Annex 28 (Scotland and Northern Ireland).

*Information note number 1: amendment number 34*

# Section 23 - 24 (Unallocated)

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**THE NHS STAFF  
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WORKING IN PARTNERSHIP

# Part 4: Employee Relations

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**THE NHS STAFF  
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# Section 25: Time off and facilities for trades union representatives

25.1 The NHS Staff Council is committed to the principles of partnership working and staff involvement. Partnership underpins and facilitates the development of sound and effective employee relations throughout the NHS. The national partners recognise that the participation of trade union representatives in the partnership process can contribute to delivering improved services to patients and users.

25.2 Further information about the partnership approach to the implementation of pay modernisation is set out in Part 1 of this Handbook, including the importance of ensuring that the representatives of trade unions recognised for purposes of collective bargaining at local level are released appropriately to participate in local partnership arrangements. The principles of partnership working are set out in Annex 27.

25.3 It is for employers and representatives of locally recognised trades unions to agree in partnership local arrangements and procedures on time off and facilities that are appropriate in local circumstances. Local arrangements are expected to be consistent with the principles set out below.

## Time off for accredited trades union representatives

### Accredited representatives

25.4 Local arrangements should apply to accredited representatives of trades unions recognised by local NHS organisations. Accreditation will only be given to employees of the organisation who have been duly elected or appointed in accordance with the rules of the respective trades unions.

25.5 Accredited representatives of trades unions will:

- abide by the rules of their trades union and the policies and procedures of the employing organisation;
- represent their members on matters that are of concern to the employing organisation and/or its employees.

25.6 It will be for the relevant trades unions to discuss and agree with the local employer an appropriate number of representatives. Local discussions should have regard to the size and location of the unions' membership and the expected workload associated with the role. The unions would be required to issue written credentials and notify the human resources

department of the number and location of work groups for which each representative will be responsible.

25.7 Subject to the needs of the service and adequate notification, accredited representatives should be permitted paid time off, including time to prepare for meetings and disseminate information and outcomes to members during working hours, to carry out duties that are concerned with any aspect of:

- negotiation and/or consultation on matters relating to terms and conditions of employment or agreed partnership processes – examples include:
  - terms and conditions of employment;
  - engagement or termination of employment;
  - allocation of work;
  - matters of discipline;
  - grievances and disputes;
  - union membership or non-membership;
  - facilities for trades union representatives;
  - machinery for negotiation or consultation or other procedures;
  
- meetings with members;
- meetings with other lay officials or full time officers;
- appearing on behalf of members before internal or external bodies;
- all joint policy implementation and partnership working;
- other matters relating to employee relations and partnership working.

25.8 The expectation is that it is good practice that staff representatives should indicate the general nature of the business for which time off is required and where they can be contacted if required. Requests should be made as far in advance as possible, as is reasonable in the circumstances. Wherever possible the representatives should indicate the anticipated period of absence. The expectation is that requests for paid time off for trades union representatives will not be unreasonably refused.

## Training

25.9 Accredited trades union representatives should be given adequate time off to allow them to attend trades union approved training courses or events. Time off should not be regarded as automatic, as employers have responsibilities to take account of the needs of service delivery. However, the expectation is that requests for paid time off to attend training courses should not be unreasonably refused as long as locally agreed processes are followed.

25.10 The expectation is that requests for release for training should be made with reasonable notice to the appropriate manager. Any training course should be relevant to the duties approved by the trades union. Local representatives should provide details of the course to local management.

## Payment arrangements

25.11 Where time with pay has been approved, the payment due will equate to the earnings the employee would otherwise have received they been at work.

25.12 When meetings called by management are held on matters covered by paragraph 7, when staff representatives have to attend outside their normal working hours, equivalent time off will be granted or appropriate payment should be made by local agreement.

25.13 There should be local agreement on when travelling and subsistence expenses will be reimbursed to accredited representatives, who are undertaking approved work in relation to the partnership process and/or joint policy implementations (as listed in paragraph 25.7).

## Trades union activities

25.14 It is the responsibility of the recognised local trades unions to ensure that the time and resources provided in this context are used appropriately.

25.15 NHS organisations are encouraged to support partnership working by giving reasonable time off during working hours to enable trade union members or representatives to:-

- attend executive committee meetings or annual conference or regional union meetings;
- vote in properly conducted ballots on industrial relations;
- vote in union elections;
- attend meetings to discuss urgent matters relating to the workplace;
- recruit and organise members.

25.16 Local arrangements should specify the circumstances when time off may be refused for either representatives or members. These may include:-

- unreasonable notice periods on behalf of the representatives;
- activities which do not fall within any of the categories in paragraphs 7,10 and 15;
- activities are not authorised by the union;
- service needs.

25.17 Locally, it may be agreed that it is appropriate in the interests of partnership working and good industrial relations, for trade union representatives to be released from work for regular defined periods each week.

## Trades union learning representatives

25.18 Trades union learning representatives are accredited by their unions to support organisations in identifying training needs and ensuring staff access to training. Learning representatives also have the right to reasonable paid time off for undertaking these duties

and for relevant training.

## Health and safety representatives

25.19 The Safety Representatives and Safety Committee Regulations 1977 provides a legal entitlement for trades union appointed safety representatives to have paid time from their normal work to carry out their functions and undergo training.

## Facilities for trades union representatives

25.20 The local partnership should agree the facilities that are provided to representatives of recognised trades unions. It is recommended that local employers provide the following facilities:-

- access to appropriate private accommodation, with storage facilities for documentation, appropriate administrative facilities and access to meeting rooms;
- access to internal and external telephones with due regard given for the need for privacy and confidentiality;
- access to appropriate internal & external mail systems;
- appropriate access to the employer's intranet and email systems;
- access to appropriate computer facilities;
- access to sufficient notice boards at all major locations for the display of trade union literature and information;
- access for staff representatives to all joint documents relating to the local partnership process;
- based on the geographical nature of the organisation, consideration may need to be given to access to suitable transport facilities;
- backfilling of posts, where practical. The extent to which this would be practical would inevitably be dependent on such factors as the numbers of representatives needing time off, the work areas that would need to be covered and the needs of the service.

25.21 Within NHS Scotland the Staff Governance Standard (which includes the PIN on facilities arrangements) applies. See the link below for details.

<http://www.staffgovernance.scot.nhs.uk/what-is-staff-governance/staff-governance-standard>

## Section 26: Joint consultation machinery

26.1 Joint consultation arrangements should be set up, in agreement with employee representatives, to lay down the rules and procedures which will govern the operation of a joint consultative committee (JCC).

26.2 Joint consultative arrangements should be based on a partnership approach to industrial relations. This should involve the systematic and routine involvement of staff and their trades union representatives at all levels in shaping the service and in the decision making process at all stages which affects their working lives and the delivery of healthcare.

26.3 Agreement should be reached on a number of issues when establishing a JCC. These include:

- size and composition of the committee;
- organisation of committee meetings;
- subjects to discuss;
- facilities for committee members; and
- arrangements for reporting back.

26.4 All organisations benefit from good employer/employee consultation. Organisations which ensure that systematic communication and consultation take place on a wide range of subjects will benefit from better decision making, greater employee understanding and commitment and improved industrial relations.

26.5 Further guidance on the setting up of a JCC as well as a checklist of issues to be covered in a JCC constitution is contained in the ACAS booklet, *Employee communications and consultation*.

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# Section 27: Working time regulations

27.1 There is a general responsibility for employers and employees, under health and safety law, to protect, as far as is practicable, the health and safety of all employees at work. Control on working hours should be regarded as an integral element of managing health and safety at work and promoting health at work. It is, therefore, appropriate that health service employers, when organising work, should take account of the general principle of adapting work to the worker.

27.2 In reaching local arrangements to implement this agreement, employers or employees are expected to ensure that no arrangements are reached which discriminate against members of staff with family or other carer responsibilities.

## Exceptions

27.3 Doctors in training are excluded from the provisions of this agreement.

27.4 Regulation 18 of the Working Time Regulations states:

“Regulations 4(1) and (2), 6(1), (2) and (7), 7(1), and (6), 8, 10(1), and 11(1) and (2), 12(1), 13 and 16 do not apply ...

(c) where characteristics peculiar to certain specified services such as the armed forces or the police, or to certain specific activities in the civil protection services, inevitably conflict with provisions of these Regulations.”

27.5 Regulation 2 cites ambulance services within the definition of civil protection services. In the case of employees unable to benefit from the protection of the Working Time Regulations, ambulance services employers are expected to apply the principles of the Regulations and this agreement, as far as the exigencies of the service permit.

## Protection

27.6 Employees must suffer no detriment because they have exercised any of their entitlements under the Regulations. The provisions of the Working Time Regulations are not maximum standards and conditions which are currently in place and more favourable to staff, should not be worsened.

## Records

27.7 Employers must keep records, which will be available to locally recognised unions, which are adequate to ensure that the limits specified in paragraph 27.9 (maximum weekly working

time), paragraph 27.15 (rest breaks), paragraph 27.17 (daily rest), paragraph 27.19 (weekly rest periods), and paragraph 27.20 (night work) are complied with and that where there is an entitlement to compensatory rest this is provided for.

## Maximum weekly working time

27.8 Working time may or may not happen to coincide with the time for which a worker receives pay or with the time during which he/she may be required to work under a contract of employment. Working time will include time taken for training purposes, civic and public duties, health and safety and trades union duties.

27.9 Employees will normally not be expected to work on average more than 48 hours per each seven-day period, calculated over 17 weeks. In exceptional circumstances the reference period may be extended, by agreement with locally recognised unions, to a maximum of 52 weeks.

27.10 Unless it is agreed with locally recognised unions to the contrary, the averaging reference period (as per paragraph 27.9) is the 17 weeks immediately preceding each day in the course of a worker's employment.

27.11 Working time will be calculated exclusive of meal breaks, except where individuals are required to work during meals, in which case such time should be counted as working time.

## Individual option to work more than 48 hours a week

27.12 Individuals may choose to agree to work more than the 48 hours average weekly limit if they agree with their employer in writing. A decision to exercise this option is an individual, voluntary one and no pressure should be placed on an employee to take this option. Such an individual agreement may either relate to a specified period or apply indefinitely. To end any agreement a worker must give written notice to his/her employer. This can take the form of a previously specified notice period of up to three months written in any agreement or, if no notice period is specified, only seven days notice would be required. Records of such agreements must be kept and be made available to locally recognised unions.

## On-call staff

27.13 Staff who are on-call, i.e. available to work if called upon, will be regarded as working from the time they are required to undertake any work-related activity. Where staff are on-call but otherwise free to use the time as their own, this will not count towards working time. This method of calculating working time will not affect on-call payments (see also paragraph 27.8 and Section 2 (England and Wales) or Section 2 (Scotland and Northern Ireland) and Annex 29).

27.14 Where staff are required to 'sleep in' on NHS premises for the duration of a specified period, local agreements should be made for compensatory rest.

## Rest breaks

27.15 Where the working day is longer than six hours, all staff are entitled to take a break of at least 20 minutes. Rest breaks must be taken during the period of work and should not be

taken either at the start or the end of a period of working time. Employees should be able to take this rest break away from their work station. In exceptional circumstances and by agreement with the worker, where a rest break cannot be taken the unused entitlement should be claimed as a period of equivalent compensatory rest. Line managers should ensure that provision is made to allow compensatory rest to be taken. Existing local arrangements which already provide for breaks of more than 20 minutes (e.g. lunch breaks) will meet the requirements of this provision and no further action will be needed.

27.16 In circumstances where work is repetitive, continuous or requiring exceptional concentration, employers must ensure the provision of adequate rest breaks as an integral part of their duty to protect the health and safety of their employees. In such circumstances the advice of local occupational health services should be sought.

## Minimum daily rest periods

27.17 Employees should normally have a rest period of not less than 11 hours in each 24 hour period. In exceptional circumstances, where this is not practicable because of the contingencies of the service, daily rest may be less than 11 hours. In these circumstances records should be kept by the employer which will be available to locally recognised unions. Local arrangements should be agreed to ensure that a period of equivalent compensatory rest is provided. Any proposed regular amendment to the minimum daily rest period must be agreed with locally recognised unions. It is recognised that in some emergency situations compensatory rest may not always be possible.

27.18 Where full daily rest cannot be taken because a worker is changing shifts the employer should make arrangements to allow equivalent compensatory rest.

## Weekly rest periods

27.19 All employees should receive an uninterrupted weekly rest period of 35 hours (including the eleven hours of daily rest) in each seven day period for which they work for their employer. Where this is not possible they should receive equivalent rest over a 14 day period, either as one 70 hour period or two 35 hour periods.

## Night work

27.20 Night-time is a period of at least seven hours which includes the period from midnight to 5am. A night worker is someone who is classed as working for at least three hours daily during night-time hours as a "normal course." Employers should ensure that the "normal hours" of their night workers do not exceed an average of eight hours over a 17 week period.

27.21 "Normal hours" are those which are regularly worked and/or fixed by contract of employment. The calculation is not affected by absence from work, as a worker's normal hours of work would remain the same, regardless of the "actual" hours worked. Time worked as overtime is not normal work unless an employee's contract fixes a minimum number of hours.

## Special hazards or heavy physical or mental strain

27.22 Employers must identify special hazards faced by night workers by identifying them in



risk assessments, as involving a significant risk to health and safety, undertaken in accordance with the Management of Health and Safety at Work Regulations 1992.

27.23 Employers should ensure that night workers, whose work does involve special hazards or heavy physical or mental strain, do not actually work for more than eight hours in any 24 hour period, during which the night worker performs night work.

## Health assessment for night workers/transfer to day work

27.24 All night workers are entitled to a regular free and confidential occupational health assessment and, additionally, when a work-related problem is identified, to determine whether the worker is fit to undertake the night work to which he/she is assigned. The format and content of the health assessment should be agreed by locally recognised unions in accordance with the advice on occupational health services issued by NHS Employers and the Health and Safety Commission's Health Services Advisory Committee.<sup>1</sup> Paid time off should be given to employees to attend occupational health assessments.

27.25 Employees identified by a medical practitioner as having health problems related to night work should be offered, wherever possible, the option of transfer to suitable day work with appropriate pay and conditions of service.

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<sup>1</sup> The management of health, safety and welfare issues for NHS staff (NHS Employers, 2005) and The management of occupational health services for healthcare staff (Health Services Advisory Committee, 1993).

*Information note number 1: amendment number 34*

# Section 28 and 29 unallocated

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# Part 5: Equal opportunities

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# Section 30: General equality and diversity statement

30.1 All parties to this agreement commit to building a NHS workforce which is valued and whose diversity reflects the communities it serves, enabling it to deliver the best possible healthcare service to those communities. The NHS will strive to be a leader in good employment practice, able to attract and retain staff from diverse backgrounds and communities.

30.2 The parties will strive to ensure that:

- everyone working in the NHS should be able to achieve his or her full potential, in an environment characterised by dignity and mutual respect;
- the past effects of institutional discrimination are identified and remedial action taken;
- equality of opportunity is guaranteed;
- individual difference and the unique contribution that individual experience, knowledge and skills can make is viewed positively;
- job descriptions, person specifications and the terms and conditions of service fit with the needs of the service and those who work in it, regardless of age, disability, race, nationality, ethnic or national origin, gender, pregnancy or maternity, marriage or civil partnership, religion, beliefs, sexual orientation, domestic circumstances, social and employment status, HIV status, gender reassignment, political affiliation or trades union membership.

## Making it happen

30.3 To achieve these goals all parties to this agreement will ensure that:

- everyone who works in the NHS knows about these agreements and what they say;
- everyone knows what their responsibilities are in relation to equality and diversity and these are reflected in individual KSF outlines and development reviews;
- steps taken to promote equality and diversity are monitored;
- appropriate training is provided. This will include appropriate equality and diversity training for all staff and relevant skills based training for line managers and others who play a key role in implementing equality and diversity policy;
- appropriate resources where appropriate, are made available to achieve these aims;

- the boards of NHS trusts (of NHS boards in Scotland) and other NHS organisations and senior managers will demonstrate their commitment and accountability for implementing these aims by measuring and monitoring progress through their equality schemes;
- the NHS will encourage other organisations, such as local authorities, education providers, contractors and recruitment agencies, to work in partnership with the service to achieve the aims of this agreement, including the application of its commissioning and procurement activities.

## Monitoring and review

30.4 The NHS Staff Council will keep this agreement under review against best practice, as it develops, inside the NHS and elsewhere.

30.5 NHS employers and local staff representatives should review their local arrangements to ensure they produce outcomes that are consistent with this agreement. Annual 'equality audits' are recommended, and these should include a review of:

- workforce data by race, gender, disability, sexual orientation, religion or belief, age and contract status (i.e. part time);
- existing equality policies and procedures and any gaps requiring the development of new arrangements;
- data on pay and grading by race, gender, disability, sexual orientation, religion or belief, age and contract status i.e. part-time.

30.6 Where under-representation of particular groups is identified, employers should take advantage of the positive action provisions in the discrimination legislation, assuming that the detailed conditions in the legislation are met.

## Definitions

30.7 Where the term "requires" is used in this agreement, this denotes a requirement set down in law.

30.8 Where "should" is used, this denotes that there is a national agreement to that effect.

30.9 The agreements contained in this Part of the Handbook should be taken as policy by NHS employers. Any advice on best practice should be taken as being recommended by the NHS Staff Council.

30.10 Where it is recommended that employers and local staff representatives agree arrangements, any advice on best practice is there for guidance.

## Scope

30.11 Each of the key areas to be addressed are contained in this handbook at Sections 31 to 36, as follows:

- Section 31: Recruitment, promotion and staff development;

- Section 32: Dignity at work;
- Section 33: Caring for children and adults;
- Section 34: Flexible working arrangements;
- Section 35: Balancing work and personal life;
- Section 36: Employment break scheme.

30.12 This agreement has been developed based on the legal minima and best practice and policy, thereby anticipating the need for change. There still remains significant scope to develop local procedures to inform action.

30.13 Some NHS employers will have established procedures which have been agreed with their local staff representatives. Where such procedures are consistent with the principles outlined in this agreement, these should not be disturbed. However, local agreements should be reviewed and updated in light of legal and best practice.

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# Section 31: Recruitment, promotion and staff development

## General

31.1 It is consistent with the delivery of the highest quality healthcare that all NHS employers should have fair and non-discriminatory systems for recruiting, developing and promoting people. Fair and open recruitment procedures should be in place and those people with a responsibility for recruitment should be trained for their role.

31.2 Recruitment and promotion procedures should be regularly monitored to identify where and how they can be improved, and to enable the planning of potential positive action initiatives for under-represented groups.

31.3 Equality of access to opportunities for the development of skills should apply, regardless of hours worked or any other non-standard term in the contract of employment.

31.4 Recruitment agencies used for finding permanent or temporary staff should be informed of this agreement and expected to follow fair and objective selection procedures. They should also be informed that their performance will be monitored in line with local arrangements.

## Job and person specifications

31.5 Before any decision is made to advertise a job, NHS employers should decide that a real vacancy exists and should be clear about the requirements of the job. Opportunities for flexibility, as set out in Section 34, should be assessed and acted upon so as to attract as talented a group of applicants as possible, without needless conditions being applied.

31.6 Each job should have a written job description and person specification. These should be reviewed every time a vacancy occurs to ensure that they remain relevant and are flexible, including making reasonable adjustments should people with disabilities apply.

31.7 Person specifications should outline the genuine minimum requirement and, where appropriate, any genuine occupational qualification (GOQ) necessary for the job to be done effectively. Emphasis should be placed on quality, rather than length of experience, and consideration should be given to experience gained outside paid employment.

## Selection

31.8 Selection should always be a competitive process, except where a member of staff is being re-deployed to accommodate their disability, health needs, maternity, training or other

similar situation. In any of these situations there should still be a KSF or other relevant competency framework for the post (see Section 6 (England and Wales) or Section 6 (Scotland and Northern Ireland)).

31.9 All applicants, where they request it, are entitled to know the reasons why their application has been unsuccessful.

## Seeking applicants

31.10 All jobs must be advertised, except where there is a redundancy exercise in progress.

31.11 Advertisements should be designed and placed to attract as wide a group of suitably qualified applicants as possible. Where recruitment agencies are involved they should be made aware of the requirements of this agreement and given clear instructions regarding the employer's policies.

31.12 Advertisements should be expressed in clear language and be made available in a variety of formats. Further information should also be available in large print or on tape, and advice given to applicants should be measurably uniform.

## Forms of application

31.13 Where application forms are used they should be simple and to the point, requesting only that information which is essential to making an informed decision.

31.14 Where written applications would restrict the diversity of applicants, applications other than those in writing should be considered.

31.15 Whichever type of application is adopted, a confidential means for equality monitoring applicants and the success of their application should be agreed at local level.

## Selection decision

31.16 Everyone involved in selection should be trained in undertaking fair and objective recruitment.

31.17 Selection decisions should be carried out by more than one person. Where a panel is appropriate, it should reflect the diversity of the workforce.

31.18 Selection should be consistently applied and based upon clear criteria which are in line with the job description and person specification.

31.19 A written record of all decisions should be kept for a minimum of one year.

31.20 A means of monitoring the selection process should be agreed at local level.

## Selection processes and tools

31.21 Interviews are one means of selecting job applicants. Consideration should be given to the options available. In all cases the process should suit the requirements of the job and be designed to bring out the best in the applicants.



31.22 All shortlisted applicants should be asked if they require any particular arrangements or reasonable adjustments to be made in the selection process, to enable ease of participation.

31.23 Applicants must not be asked about their health status prior to an offer of employment.

## Promotion to a higher pay band

31.24 Promotion should be a competitive selection process for internal candidates except in cases where the provisions for the development of professional roles for certain staff in band 5 apply (see Annex 20).

31.25 Opportunities for promotion should be as widely publicised as possible and open to anyone with either the skills, or potential after training, to meet the requirements of the job description.

31.26 Selection processes should apply as above.

31.27 All applicants, where they request it, should be entitled to reasons why their promotion has been unsuccessful.

## Positive action

31.28 As set out in the general statement in Section 30, positive action measures are permitted where the conditions set down in legislation are met.

31.29 Statements in advertisements, and the appropriate placement of advertisements, can encourage people from under-represented groups to apply.

## Training and development

31.30 Every new employee should undergo a comprehensive induction programme, including training in equal opportunities policy and practice at work.

31.31 Every employee should have annual development reviews and a personal development plan (see Section 3 of the KSF Handbook and/or, in England and Wales, relevant local policy documents).

31.32 Information on training and development opportunities should be widely publicised and the take up of such opportunities monitored as part of the auditing process.

## Monitoring and review

31.33 Recruitment policies and practices should be monitored in line with codes of practice published by both statutory bodies.

31.34 Action should be taken by employers to analyse data on recruitment, promotion and training in partnership with local staff representatives.

31.35 Records on recruitment and promotion, including reasons for decisions to employ or not, should be kept for a minimum of twelve months.

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*Information note number 1: amendment number 34*

# Section 32: Dignity at work

## Policy

32.1 As part of the overall commitment to equality for a diverse workforce, NHS employers should aim to create a culture in which all staff have the right to be treated with dignity and respect.

32.2 To achieve this, employers should, in partnership with local staff representatives, draw up a policy on dignity at work, including a procedure for dealing effectively with cases of harassment.

32.3 The policy should apply to all staff, contractors and employees of other organisations who are on site, volunteers, visitors and patients at the point of service delivery.

32.4 It should be the responsibility of employers, through publication and promotion, to ensure that all concerned are aware of this policy and of sources of available support; that managers and staff are aware of the expectations which flow from the policy and what to do if these are not met.

32.5 There should be appropriate training undertaken to support the promotion of this policy.

## Setting a culture to promote dignity at work

32.6 NHS employers and local staff representatives should agree what actions will be taken to identify the main causes of harassment or bullying at work and what actions should be taken to remove these causes.

32.7 NHS employers have a duty to prevent harassment taking place. Managers have a responsibility to set the standards of acceptable behaviour expected of staff. They should ensure their own behaviour could not be construed as personal harassment by acting with fairness and equity. This includes using their judgement to correct standards of conduct or behaviour which could be seen as harassment, and to remind staff of these standards. Each member of staff carries responsibility for his or her own behaviour.

## Dealing with complaints

32.8 NHS employers and local staff representatives should agree in partnership a procedure designed to deal with cases where there has been a departure from the dignity at work policy or where there has been an allegation of harassment or bullying.

## Definitions

32.9 Harassment is defined as “any conduct based on age, gender, pregnancy or maternity, marriage or civil partnership, sexual orientation, gender reassignment, disability, HIV status, race, religion, or belief political, trades union or other opinion, national or social origin, association with a minority, domestic circumstances, property, birth or other status which is unreciprocated or unwanted and which affects the dignity of men and women at work.”

32.10 Bullying is defined as “the unwanted behaviour, one to another, which is based upon the unwarranted use of authority or power.”

32.11 In all cases it will be for the recipient to define what is inappropriate behaviour.

32.12 “At work” includes any place where the occasion can be identified with either the requirements of the employer, or with social events linked to the same employment. It includes any place where NHS care is delivered.

## Process

32.13 The procedure for dealing with complaints against members of staff should be seen as separate and different from the grievance procedure, and should recognise the difficulties being experienced by complainants.

32.14 Separate procedures dealing with complaints by members of staff against patients, visitors or employees of other organisations should be drawn up.

32.15 The procedures should advise complainants that they may, if they wish, deal with their complaint informally, by directly requesting the behaviour to stop (or with the assistance of a colleague).

32.16 All complaints should be taken seriously and investigated promptly and thoroughly.

32.17 For complaints against other staff members:

- there will be rights of representation in line with the grievance procedure and complainants should have access to trained advisers to help them to deal with the process of complaint;
- there will be specific provision within the procedure to deal with cases where the alleged harasser manages, or is managed by, the complainant;
- an alleged harasser will have the right to be informed in writing of the complaint made against them.

32.18 A formal complaint should trigger an investigation, with the investigator(s) operating outside their normal area of responsibility.

32.19 Investigators should be trained in the skills of objective investigation, interviewing and report writing.

32.20 The investigator(s) should produce a factual report in reasonable time for presentation to the relevant reporting manager.

32.21 It is the responsibility of the reporting manager to produce an outcome to a valid complaint which offers a remedy which may include mediation.

32.22 The reporting manager will decide whether the disciplinary procedure needs to be invoked for the alleged harasser.

32.23 Confidentiality should be maintained, as far as is compatible with thorough investigation and the effective handling of each case, and steps should be taken to ensure that complainants and witnesses remain free from victimisation.

32.24 When a complaint turns out not to be made in good faith, the reporting manager should decide whether the disciplinary procedure be invoked for the complainant.

## Appeals

32.25 The procedure should allow for either party to appeal.

32.26 The complainant may appeal if it is felt that the process of investigation and subsequent application, or not, of the disciplinary procedure has been unfairly or poorly carried out or agreed. There should be no appeal allowed to the complainant against the perceived severity or leniency of the disciplinary action taken.

32.27 The alleged harasser may appeal if it is felt that the process of investigation or subsequent application of the disciplinary procedure has been unfairly or poorly carried out or agreed. The alleged harasser should also be allowed to appeal against the perceived severity of the disciplinary action taken.

## Monitoring and review

32.28 Provision should be made for managers to monitor complaints and their outcomes in partnership with local staff representatives.

32.29 Monitoring arrangements should be capable of seeking out the causes of harassment and bullying so as to remove them from the organisation.

# Section 33: Caring for children and adults

## General

33.1 All NHS employers must have a carer's policy to address the needs of people with caring responsibilities and to meet the requirements of the 'right to request' flexible working legislation for carers of children and dependant adults (see Employment Relations Act for definition of 'carer'). This policy should emphasise the benefits of flexible working arrangements, balancing work and personal life and employment breaks as set out in Section 34 to 36.

33.2 The policy should seek to balance the requirements of delivering a first-class service with the needs of employees, to find the most effective means of supporting those with carer responsibilities as part of a wider commitment by the NHS to improve the quality of working life.

33.3 Many of the policies related to child and dependant care will have relevance to other forms of care. For example, the planning process for checking out what would help eligibility criteria and ensuring equality of access. These should be considered when drawing up a carer's policy.

## Child and dependant care

33.4 Childcare covers a range of care choices for children from birth up to age 14 years.

33.5 Dependant care covers a range of options to meet the needs of dependant adults including the needs of dependant young people over the age of 14 where an employee is involved in substantial and regular care sufficient for them to seek a change in their permanent contract of employment.

33.6 The policy should be drawn up jointly between employers and local staff side representatives. This should cover:

- the child and dependant care needs of people relative to matters such as place of work, working patterns (including shift patterns) and hours worked;
- policy on child and dependant care support particularly related to specific difficulties in recruiting and retaining people in certain job categories;
- equality of access to child and dependant care and affordability, respecting the diversity of personal domestic circumstances;
- guidelines on eligibility;

- how the policy relates to other sections in this part, in particular those covering leave and flexible working arrangements;
- the range of options open to carers, i.e. crèche facilities, childminders, workplace nurseries, allowances, school and holiday play schemes, term-time contracts etc. The policy should be clear as to why certain options are available;
- partnership options with other employers and trades unions;
- allocation of senior management responsibility for the operation and monitoring of the policy.

33.7 Where a decision is taken not to offer particular forms of support, the policy should indicate where other arrangements are available to help people with caring responsibilities, and what alternative ways of working exist.

33.8 Applications and outcomes should be monitored annually, in partnership with local staff representatives.

33.9 Monitoring information should be analysed and used to review and revise policies and procedures to ensure their continuing effectiveness.

33.10 Applications and outcomes, from both employer and employees, should be recorded and kept for a minimum of one year.

# Section 34: Flexible working arrangements

## General

34.1 NHS employers, in partnership with staff organisations, will develop positive flexible working arrangements which allow people to balance work responsibilities with other aspects of their lives.

34.2 In considering the provisions of this section employers should also have regard to the provisions in Sections 2 (England and Wales) or Section 2 (Scotland and Northern Ireland), Maintaining round the clock services and Annex 29: Principles for harmonised on-call arrangements.

34.3 Employers are required to consider flexible working options for all staff in the workplace, for example:

- disabled staff and staff with health conditions;
- staff returning to work following maternity/paternity leave, parental leave, adoption leave or Shared Parental Leave;
- staff in need of temporary changes to their employment arrangements, for example, following a domestic crisis, bereavement or sickness absence.

34.4 New working arrangements should only be introduced by mutual agreement, whether sought by the employee or the employer.

34.5 Flexible working should be part of an integrated approach to the organisation of work and the healthy work/life balance of staff.

34.6 Policies for flexible working should be made clear to all employees.

34.7 Employers should develop policies on flexible working which, as far as is practicable, should include:

- part-time working, where a person works to a pattern and number of hours by mutual agreement;
- job sharing, where two or more people share the responsibilities of one or more full-time job(s), dividing the hours, duties and pay between them;
- flexi-time, where employees can choose their own start and finish time around fixed core hours;
- annual hours contracts, where people work a specific number of hours each year,



with the hours being unevenly distributed throughout the year;

- flexible rostering, using periods of work of differing lengths within an agreed overall period;
- term-time working, where people work during the school term but not during school holidays;
- school-time contracts;
- tele-working, where people work from home for all or part of their hours with a computer or telecommunication link to their organisation;
- voluntary reduced working time, where people work reduced hours by agreement at a reduced salary;
- fixed work patterns where, by agreement, days off can be irregular to enable, for example, separated parents to have access to their children and flexible rostering;
- flexible retirement.

34.8 Flexible working arrangements should be available to all employees. All jobs should be considered for flexible working; if this is not possible the employer must provide written, objectively justifiable reasons for this and give a clear, demonstrable operational reason why this is not practicable.

34.9 There should be a clear procedure for application for flexible working, agreed by employers and local staff representatives. Employers should make reference to the ACAS Code of Practice and guidance in this respect which can be found at [www.acas.org.uk](http://www.acas.org.uk).

34.10 All people with flexible working arrangements should have access to standard terms and conditions of employment, on an equal or pro-rata basis, unless different treatment can be justified for operational reasons.

## Monitoring and review

34.11 Employers will need to ensure that their flexible working policies and procedures operate fairly and transparently and do not advantage any group of staff over another.

34.12 Applications and outcomes and records should cover all information necessary to ensure that there is equitable access to flexible working.

34.13 Application and outcomes records should be monitored and analysed in partnership with local staff side representatives, and data used to review and revise policies and procedures to ensure their continuing effectiveness and equity of access.

# Section 35: Balancing work and personal life

## General

35.1 NHS employers should provide employees with access to leave arrangements which support them in balancing their work responsibilities with their personal commitments. This form of leave should cover a wide range of needs including, but not limited to, parental responsibilities, genuine domestic emergencies and bereavement, and should take into account all religion or belief obligations and associated activities. All forms of leave should have regard to legal requirements and the need to ensure equity of access across all equality strands.

35.2 Leave arrangements should be part of an integrated policy of efficient and employee friendly employment practises, and this Section should be seen as operating in conjunction with other provisions, particularly the Employment Break Scheme, Flexing Work Positively and the Caring for Children and Adults Sections.

35.3 Arrangements should be agreed between employers and local staff representatives. Any leave will need to be agreed by employees' line managers and any disputes handled according to the relevant local policies.

35.4 A dependent is someone who is married to, is a civil partner, or a partner (whether opposite or same sex) "a near relative" or someone who lives at the same address as the employee. A relative for this purpose includes: children, parents, parents-in-law, adult children, adopted adult children, siblings (including those who are in-laws), uncles, aunts, grandparents and step relatives or is someone who relies on the employee in a particular emergency.

## Forms of leave: parental leave

35.5 This should be a separate provision from either maternity or maternity support (paternity) leave, adoption leave, and Shared Parental Leave (SPL), and should provide a non-transferable individual right to at least 18 weeks' leave. Leave is normally unpaid, but may be paid by local agreement.

35.6 Parental leave should be applicable to any employee in the NHS who has nominated caring responsibility for a child under age 18.

35.7 Leave arrangements need to be as flexible as possible, so that the leave may be taken in a variety of ways, by local agreement. Parental leave can be added to periods of maternity support (paternity) leave, maternity leave, adoption leave, and Shared Parental Leave.

35.8 Notice periods should not be unnecessarily lengthy and should reflect the period of leave required. Employers should only postpone leave in exceptional circumstances and give written reasons. Employees may also postpone or cancel leave that has been booked with local agreement.

35.9 During parental leave the employee retains all of his/her contractual rights, except remuneration and should return to the same job after it. Pension rights and contributions shall be dealt with in accordance with NHS Superannuation Regulations. Periods of parental leave should be regarded as continuous service.

35.10 It is good practice for employers to maintain contact (within agreed protocols) with employees while they are on parental leave.

## Shared Parental Leave

35.11 Eligible employees have a statutory right to request Shared Parental Leave. Employers should have appropriate policies in place to deal with leave requests in line with the ACAS guidance on Shared Parental Leave.

## Statutory pay during Shared Parental Leave

35.12 To qualify for statutory pay the employee and their partner must first meet certain qualifying conditions as described in the relevant legislation. Details of the qualifying conditions can be found on the [www.gov.uk](http://www.gov.uk).

## Maternity support (paternity) leave and pay and ante-natal leave

35.13 This will apply to the father of the child (including adoptive fathers), the mother's husband or partner (whether opposite or same sex), or nominated carer.

35.14 NHS organisations have scope for agreeing locally more favourable arrangements where they consider it necessary, or further periods of unpaid leave.

## Maternity support (paternity) leave

35.15 All employees are entitled to two weeks' of ordinary maternity support (paternity) leave which can be taken around the time of the birth or the placement of the child for adoption.

35.16 In addition, employees with babies born or children adopted before 5 April 2015 may be entitled to take up to twenty six weeks of additional maternity support (paternity) leave if their partner has returned to work, the leave can be taken between 20 weeks and one year after the child is born or placed for adoption.

35.17 To qualify for additional maternity support (paternity) leave the employee and their partner must first meet certain qualification criteria. Details of the qualifying conditions and the notification requirements can be found on [www.gov.uk](http://www.gov.uk).

## Occupational pay during maternity support (paternity) leave

35.18 There will be an entitlement to two weeks' occupational ordinary maternity support (paternity) pay. Full pay will be calculated on the basis of the average weekly earnings rules used for calculating occupational maternity pay entitlements. The employee will receive full pay less any statutory paternity pay receivable. Only one period of occupational maternity support (paternity) pay is ordinarily available when there is a multiple birth.

35.19 Eligibility for the two weeks of occupational maternity support (paternity) pay will be 12 months' continuous service with one or more NHS employer at the beginning of the week in which the baby is due.

35.20 Employees who are not eligible for the two weeks of occupational maternity support (paternity) pay may still be entitled to statutory paternity pay subject to meeting the qualifying conditions described in the relevant legislation. Details of the qualifying conditions can be found on [www.gov.uk](http://www.gov.uk)

## Statutory pay during maternity support (paternity) leave

35.21 To qualify for statutory pay in the additional maternity support (paternity) leave period, the employee and their partner must first meet certain qualifying conditions as described in the relevant legislation. Details of the criteria and the notification requirements can be found on [www.gov.uk](http://www.gov.uk).

## Rights during additional maternity support (paternity) leave

35.22 Employees who are entitled to additional maternity support (paternity) leave/pay will be entitled to take up to 10 keeping in touch days during the course of the additional maternity support (paternity) leave period. The criteria for keeping in touch days is set out in Section 15 and is based on those used for statutory maternity leave and pay.

35.23 Employees who have taken additional maternity support (paternity) leave will have the right to return to the same job under their original contract and on no less favourable terms and conditions.

## Ante natal leave

35.24 Reasonable paid time off to attend ante-natal classes will also be given according to legislation. This also covers the right to unpaid time off to accompany a pregnant woman to appointments for eligible employees.

## Adoption leave and pay

35.25 All employees are entitled to take 52 weeks' adoption leave.

35.26 There will be entitlement to paid occupational adoption leave for employees wishing to adopt a child who is newly placed for adoption.

35.27 It will be available to people wishing to adopt a child who has primary carer responsibilities for that child.

35.28 Where the child is below the age of 18 adoption leave and pay will be in line with the maternity leave and pay provisions set out in this agreement.

35.29 Eligibility for occupational adoption pay will be 12 months' continuous NHS service ending with the week in which they are notified of being matched with the child for adoption. This will cover the circumstances where employees are newly matched with the child by an adoption agency.

35.30 If there is an established relationship with the child, such as fostering, prior to the adoption, or when a step-parent is adopting a partner's children, there is scope for local arrangements on the amount of leave and pay in addition to time off for official meetings.

35.31 For adoption placements up to 4 April 2015, if the same employer employs both parents, the period of leave and pay may be shared. One parent should be identified as the primary carer and be entitled to the majority of the leave. The partner of the primary carer is entitled to occupational maternity support leave and pay.

35.32 Reasonable paid time off, to attend official meetings in the adoption process, should also be given according to legislation. This also covers the right to unpaid time off to attend pre-adoption meetings for eligible employees.

35.33 Employees who are not eligible for occupational adoption pay may still be entitled to statutory adoption pay (SAP) subject to the qualifying conditions.

## Keeping in touch during the adoption leave period

35.34 Employees will be entitled to keep in touch days (KIT days) in line with the maternity leave and pay provisions as set out in Section 15 of this agreement.

## Leave/time off for domestic reasons

35.35 This form of leave should cover a range of needs, from genuine domestic emergencies through to bereavement.

35.36 These provisions should cover all employees.

35.37 Payment may be made by local agreement, but the expectation is that relatively short periods of leave for emergencies will be paid.

35.38 If the need for time off continues, other options may be considered, such as a career break.

35.39 Applicants for the above forms of leave should be entitled to a written explanation if the application is declined.

35.40 Appeals against decisions to decline an application for leave should be made through the grievance procedure.

## Monitoring and review

35.41 Employers will need to ensure that their leave policies and procedures operate fairly

and transparently and do not advantage any group of staff over another.

35.42 All applications and outcomes should be recorded, and records should cover all information necessary to ensure that there is equitable access to leave provisions. Each leave provision, including applications for and decisions about, should be annually reviewed by employers in partnership with local staff representatives.

35.43 Applications and outcomes should be recorded and monitored in partnership with local staff side representatives, and data analysed and used to review and revise policies and procedures to ensure their continuing effectiveness and equity of access.

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*Pay circular (AforC) 3/2015: amendment number 35*

# Section 36: Employment break scheme

## General

36.1 NHS employers should provide all staff with access to an employment break scheme.

36.2 The scheme should be agreed between employers and local staff representatives.

36.3 The scheme should be viewed with other sections in this handbook, particularly those relating to flexible working, balancing work and personal life and provisions for carers, as part of the commitment to arrangements which enable employees to balance paid work with their other commitments and responsibilities.

36.4 The scheme should also enable employers to attract and retain the experience of staff, consistent with the NHS commitment to the provision of high quality healthcare.

36.5 The scheme should provide for people to take a longer period away from work than that provided for by the parental leave and other leave arrangements.

## Scope

36.6 The scheme should explicitly cover the main reasons for which employment breaks can be used, including childcare, eldercare, care for another dependant, training, study leave or work abroad. It should also indicate that other reasons will be considered on their merits.

36.7 People on employment breaks will not normally be allowed to take up paid employment with another employer, except where, for example, work overseas or charitable work could broaden experience. In such circumstances written authority from the employer would be necessary.

## Eligibility

36.8 The employment break scheme should normally be open to all employees who have a minimum of 12 months of service.

36.9 Applications should be submitted in writing and notice periods should be clearly stated in an agreement between the employee and employer.

## Length of break

36.10 The maximum length of break should be five years.

36.11 It should be possible to take breaks, either as a single period or as more than one period.

36.12 The minimum length of break should be three months.

36.13 The length of any break should balance the needs of the applicant with the needs of the service.

36.14 The scheme should have provision for breaks to be extended with appropriate notice, or for early return from breaks.

36.15 All breaks should be subject to an agreement between the employer and applicant before the break begins (see also separate provisions in Section 12). The agreement should cover:

- the effect of the break on various entitlements related to length of service;
- a guarantee that, if the applicant returns to work within one year, the same job will be available, as far as is reasonably practicable;
- if the break is longer than one year, the applicant may return to as similar a job as possible;
- return to work at the equivalent salary level, reflecting increases awarded during the break;
- the notice period required before the return to work should be two months if the break is less than a year and six months if the break is more than a year;
- arrangements for keeping in touch during the break;
- requirements on the applicant to keep up to date with their relevant professional registration needs, including attendance at specified training courses and conferences, and any assistance the employer may give in the support of this;
- training arrangements for re-induction to work;
- any other conditions required either by the employer or the applicant;
- NHS pension arrangements during the break. Further information for Scheme members in England and Wales can be obtained from the NHS Pensions website at [www.nhsbsa.nhs.uk/Pensions](http://www.nhsbsa.nhs.uk/Pensions). Members in Northern Ireland should refer to the HSC Pension Service website [www.hscpensions.hscni.net](http://www.hscpensions.hscni.net). Members in Scotland should refer to the Scottish Public Pensions Agency circular 2009/13 which can be found on their website [www.sppa.gov.uk](http://www.sppa.gov.uk)

## Return to work

36.16 Applicants should not have to resign to take an employment break, although there will be a change to the contract of employment.

36.17 The period of the break should count toward continuous employment for statutory purposes.

36.18 Other provisions depending upon length of service, i.e. contractual redundancy payments, leave entitlements etc, should be suspended for the period of the break (see also separate provisions in Section 12).



## Appeals

36.19 Applicants should be entitled to a written reason for the refusal of any application.

36.20 Applicants may resort to the grievance procedure if a request for a break is refused.

## Monitoring and review

36.21 All records of applications and decisions should be kept for a minimum of twelve months.

36.22 The operation of the scheme should be monitored annually by employers, in partnership with local staff representatives. This will include consideration of diversity data.

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*Pay circular (AforC):1/2012 amendment number 25*

# Sections: 37 to 39 (unallocated)

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# Part 6: Operating the system

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**THE NHS STAFF  
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# Section 40: National bodies and procedures

40.1 This Section describes the roles and functions of the following national bodies:

- the NHS Staff Council
- NHS Pay Review Bodies

## The NHS Staff Council

40.2 The NHS Staff Council has overall responsibility for the system of pay and conditions of service described in this handbook.

40.3 Its remit includes:

- maintenance of the system of pay and conditions of service, including any variations to the national agreements;
- the negotiation of any variations in the harmonised national core conditions of service across the NHS, as set out in Part 3 of this handbook;
- the negotiation of any enabling agreements or variations in any enabling agreements, in respect of conditions of service which are not harmonised;
- the content of the national agreement and the general operation of the modernised NHS pay system, including any concerns about equal pay for work of equal value;
- the discussion of any other general issues of common concern on pay and terms and conditions of service.

40.4 The NHS Staff Council will not negotiate pay settlements. However, the Government, employers and representatives of staff organisations, may initiate consultation in the Council where they believe recommendations by the NHS Pay Review Body may have brought pay out of line, for jobs of broadly equal weight, in a way which may not be justifiable under the relevant legislation. The NHS Staff Council may then draw this to the attention of the NHS Pay Review Body to consider possible corrective action.

40.5 The four UK Health Departments, all organisations representing NHS employers and all the nationally recognised staff organisations should have the right to be represented in this forum.

40.6 The NHS Staff Council will operate in a spirit of social partnership and will have joint chairs, one from representatives of staff organisations and one from representatives of employers. When both chairs are present, the functional chair will alternate each year.

40.7 There will be sufficient permanent members to ensure representation of all the groups described in paragraph 40.5. (Irrespective of the number of permanent members, decisions may only be reached by agreement between the two representative groups). Meetings of the Council will be hosted by agreement between the two representative groups, and the expenses of individual members will be borne by the organisations nominating them.

40.8 The employer representatives will include the employer representatives' chair and representatives of the UK Health Departments, the NHS Confederation, the Ambulance Services Association, and other employer representatives, including a primary care representative, a health authority or health board nominee and a representative of NHS foundation trusts. The employer representatives may invite one or more additional persons who appear to them to have special expertise or involvement in any of the items under discussion, to attend for the discussion of those items.

40.9 The staff representatives should both reflect membership in the NHS but also make some provision to ensure that smaller staff organisations have a voice in the system. The weighting of membership among the staff representatives will be a matter for them to determine. The staff representatives may invite one or more additional persons who appear to them to have special expertise or involvement in any of the items under discussion, to attend for the discussion of those items.

40.10 The NHS Staff Council will not consider individual cases, which will continue to be resolved at individual employer level.

40.11 The NHS Staff Council will be scheduled to meet at least twice yearly but meetings may be cancelled by agreement if there is not enough business to justify a meeting.

40.12 The NHS Staff Council may form sub-groups to discuss analysis, evidence and issues with significant implications for a particular group, or to oversee particular parts of the system and make recommendations on them to the Council.

40.13 All decisions of the Council will require the formal agreement of the Secretary of State for Health and the Ministers of Health for Scotland, Northern Ireland and the National Assembly for Wales. Decisions of the NHS Staff Council will be reached by agreement of both employer and staff representatives.

40.14 An executive committee of the NHS Staff Council will meet at least four times a year, or more frequently if agreed necessary, to take forward the day-to-day business of the Council and to hear reports from any technical working groups that may be established.

40.15 The staff organisations with national recognition for the purposes of the NHS Staff Council are:

- UNISON
- The Royal College of Nursing (RCN)
- The Royal College of Midwives (RCM)
- Unite
- GMB
- The Union of Shop, Allied and Distributive Workers (USDAW)

- The Chartered Society of Physiotherapy (CSP)
- The Community and District Nursing Association (CDNA)
- The Society of Radiographers (SoR)
- The Federation of Clinical Scientists (FCS)
- The British Association of Occupational Therapists (BAOT)
- The Union of Construction Allied Trades and Technicians (UCATT)
- The British Orthoptic Society (BOS)
- The Society of Chiropractors and Podiatrists (SoCP)
- The British Dietetic Association (BDA).

## NHS pay review bodies

40.16 Changes to the operation of the NHS pay review bodies are approved by the Prime Minister, the Secretary of State for Health, the First Ministers for Scotland and Wales and the First Minister, Deputy First Minister and Minister for Health, Social Services and Public Safety in Northern Ireland.

40.17 The NHS pay review bodies are independent.

## NHS Pay Review Body

40.18 The NHS Pay Review Body will make recommendations on the remuneration of all staff employed in the NHS on the pay spine in Annexes 2 and 3.

40.19 The terms of reference for the NHS Pay Review Body include all staff employed in the NHS with the exception of doctors, dentists and very senior managers.

40.20 The NHS Pay Review Body is to have regard to the principle of equal pay for work of equal value in the NHS.

40.21 It will be open to the Government, the organisations representing staff or to employer organisations to make a case to the NHS Pay Review Body for awarding differential pay increases to staff with comparable job weights, or to make a case for national recruitment and retention premia, where they consider that this can be justified by differential labour market pressures and their impact on recruitment and retention. It will also be open to the Government, the organisations representing staff or employer organisations to make a case for adjusting the differentials between pay bands.

40.22 Where, based on material factors, the NHS Pay Review Body recommends differential awards of these kinds, it should make explicit in its report the reasons for such recommendations.

40.23 Where higher awards to particular groups are justified by reference to material factors, the additional award should be separately identifiable and may typically take the form of a recruitment and retention premium. Any such additions should be periodically reviewed by the NHS Pay Review Body and may, over time, be adjusted or withdrawn to reflect changes in the relevant material factors. For instance in the scale of labour market pressures and their

impact on recruitment and retention.

## Review Body on Doctors' and Dentists' Remuneration

40.24 The remuneration of medical and dental staff on the first pay spine is recommended by the Review Body on Doctors' and Dentists' Remuneration.

## Implementation of review body recommendations

40.25 Final decisions on implementation of recommendations of either pay review body are a matter for the Prime Minister and relevant health ministers.

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*\*1 Job evaluation handbook can be found  
here: [http://www.nhsemployers.org/your-  
workforce/pay-and-reward/pay/job-evaluation](http://www.nhsemployers.org/your-workforce/pay-and-reward/pay/job-evaluation)*

*Pay circular (Afor C) 2/2013: amendment number 28*

# Sections: 41 to 46 (unallocated)

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*Pay circular (Afor C) 2/2013: amendment number 28*



# Part 7: Maintenance

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**THE NHS STAFF  
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# Section 47: Reviews, appeals and job evaluations

## National reviews

47.1 As outlined in paragraph 40.4, the NHS Staff Council can be consulted by local employers or staff representatives on the interpretation of the agreement where there is an issue which may have wider applicability. Additionally, the NHS Staff Council will have a monitoring role in the identified areas, and where inconsistencies are emerging recommendations and advice will be given to local employers and staff representatives.

## Appeals

47.2 Every effort will be made to ensure that locally managers and staff are able to resolve differences without recourse to formal procedures. They should agree in partnership a procedure to resolve differences locally, based on the framework in Annex 19 (England) or Annex 19 (Scotland, Wales and Northern Ireland) or, in the case of disagreements over decisions on job profile matching or local job evaluations, based on the protocols set out in the [Job Evaluation Handbook](#)<sup>1</sup> within three months (see paragraph 47.3).

47.3 Where appeals are upheld, the associated pay or benefits will normally be backdated to the date the appeal was lodged.

## Job evaluations

47.4 The Job Evaluation Handbook sets out protocols for resolving disagreements in relation to matching of jobs against national job evaluation profiles, or in relation to local job evaluations. Appeals may not be made against the evaluation of a nationally profiled post. There is a right to a review on the grounds that the post does not match the national profile but not on the grounds that the national profile is incorrect.

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<sup>1</sup> *Job evaluation handbook*: <http://www.nhsemployers.org/your-workforce/pay-and-reward/pay/job-evaluation>

*Pay circular (AforC) 2/2013: amendment information*

*note number 28*

# Annex 1 - 3

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**THE NHS STAFF  
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## Annex 1: NHS Employers

Unless the text indicates otherwise, any reference to NHS employers in this Handbook shall mean any of the following organisations:

### **England**

NHS trusts including Foundation Trusts  
Special health authorities  
NHS England  
Clinical commissioning groups  
The Health and Social Care Information Centre

**Amendment number 38**

National Institute for Health and Care Excellence  
Health Education England

**Northern Ireland**

HSC Board  
HSC Trusts  
Public Health Agency  
Business Services Organisation  
Patient and Client Council  
HSC Special Agencies

**Scotland**

Health boards  
Special health boards

**Wales**

NHS trusts  
Local health boards

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*Pay circular (AforC) 2/2016: amendment number 36*

## Annex 2: Pay bands and pay points on the second pay spine in England from 1 April 2017

**Table 10**

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
2	15,404	15,404										
3	15,671	15,671										
4		16,104										
5		16,536										
6		16,968	16,968									
7		17,524	17,524									
8		18,157	18,157									
9			18,333									
10			18,839									
11			19,409	19,409								
12			19,852	19,852								
13				20,551								
14				21,263								
15				21,909								
16				22,128	22,128							
17				22,683	22,683							
18					23,597							
19					24,547							
20					25,551							

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9	
								Range A	Range B	Range C	Range D		
21					26,565	26,565							
22					27,635	27,635							
23					28,746	28,746							
24						29,626							
25						30,661							
26						31,696	31,696						
27						32,731	32,731						
28						33,895	33,895						
29						35,577	35,577						
30							36,612						
31							37,777						
32							39,070						
33							40,428	40,428					
34							41,787	41,787					
35								43,469					
36								45,150					
37								47,092	47,092				
38								48,514	48,514				
39									50,972				
40									53,818				
41									56,665	56,665			
42									58,217	58,217			
43										60,202			
44		* Annually earned pay points - see the NHS terms and conditions of service handbook.									63,021		
45									*	67,247	67,247		
46									*	69,168	69,168		
47											72,051		
48											75,573		

**Amendment number 38**

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
49										*	79,415	79,415
50										*	83,258	83,258
51												87,254
52											*	91,442
53											*	95,832
54											*	100,431

\* Pay spine points 45 and 46 at the top of pay band 8C; pay spine points 49 and 50 at the top of pay band 8D and pay spine points 53 and 54 at the top of pay band 9 are annually earned (see paragraphs 1.11 to 1.15 in Section 1 (England and Wales). (See relevant policy documents for information on pay in Wales, Scotland and Northern Ireland).



# Annex 3: Introduction to pay bands and pay points on the second pay spine in England

1. This Annex is an archive of pay bands and pay points in England since 1 October 2004. The pay Tables are reproduced in exactly the form in which they appeared in the Handbook when they were published. Consequently, they contain references to Sections which have been deleted e.g. Section 46: Assimilation and protection. Deleted Sections and Annexes are available in archived copies of the Handbook on the web site of the NHS Employers organisation. Go to [www.nhsemployers.org](http://www.nhsemployers.org)

2. Current pay bands and pay points are in Annex 2.

## Scotland, Wales and Northern Ireland

3. Pay bands and pay points in Scotland can be found at:

[www.staffgovernance.scot.nhs.uk](http://www.staffgovernance.scot.nhs.uk)

in Wales at:

[www.wales.nhs.uk](http://www.wales.nhs.uk)

and in Northern Ireland at:

[www.dhsspsni.gov.uk](http://www.dhsspsni.gov.uk)

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**THE NHS STAFF  
COUNCIL**  
WORKING IN PARTNERSHIP

## Annex 3: Pay bands and pay points on the second pay spine in England from 1 April 2016

**Table 9(m)**

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
2	15,251	15,251										
3	15,516	15,516										
4		15,944										
5		16,372										
6		16,800	16,800									
7		17,351	17,351									
8		17,978	17,978									
9			18,152									
10			18,653									
11			19,217	19,217								
12			19,655	19,655								
13				20,348								
14				21,052								
15				21,692								
16				21,909	21,909							
17				22,458	22,458							
18					23,363							
19					24,304							
20					25,298							

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9	
								Range A	Range B	Range C	Range D		
21					26,302	26,302							
22					27,361	27,361							
23					28,462	28,462							
24						29,333							
25						30,357							
26						31,383	31,383						
27						32,407	32,407						
28						33,560	33,560						
29						35,225	35,225						
30							36,250						
31							37,403						
32							38,683						
33							40,028	40,028					
34							41,373	41,373					
35								43,038					
36								44,703					
37								46,625	46,625				
38								48,034	48,034				
39									50,467				
40									53,285				
41									56,104	56,104			
42									57,640	57,640			
43										59,606			
44		* Annually earned pay points - see the NHS terms and conditions of service handbook.									62,397		
45										*	66,582	66,582	
46										*	68,484	68,484	
47											71,338		
48											74,825		

**Amendment number 38**

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
49										*	78,629	78,629
50										*	82,434	82,434
51												86,390
52											*	90,537
53											*	94,883
54											*	99,437

\* Pay spine points 45 and 46 at the top of pay band 8C; pay spine points 49 and 50 at the top of pay band 8D and pay spine points 53 and 54 at the top of pay band 9 are annually earned (see paragraphs 1.11 to 1.15 in Section 1 (England and Wales). (See relevant policy documents for information on pay in Wales, Scotland and Northern Ireland).

## Annex 3: Pay bands and pay points on the second pay spine in England from 1 April 2015

**Table 9 (L)**

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
2	15,100	15,100										
3	15,363	15,363										
4		15,786										
5		16,210										
6		16,633	16,633									
7		17,179	17,179									
8		17,800	17,800									
9			17,972									
10			18,468									
11			19,027	19,027								
12			19,461	19,461								
13				20,147								
14				20,844								
15				21,477								
16				21,692	21,692							
17				22,236	22,236							
18					23,132							
19					24,063							
20					25,047							

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9						
								Range A	Range B	Range C	Range D							
21					26,041	26,041												
22					27,090	27,090												
23					28,180	28,180												
24						29,043												
25						30,057												
26						31,072	31,072											
27						32,086	32,086											
28						33,227	33,227											
29						34,876	34,876											
30							35,891											
31							37,032											
32							38,300											
33							39,632	39,632										
<b>34</b>							<b>40,964</b>	<b>40,964</b>										
<b>35</b>								<b>42,612</b>										
<b>36</b>								<b>44,261</b>										
<b>37</b>								<b>46,164</b>	<b>46,164</b>									
<b>38</b>								<b>47,559</b>	<b>47,559</b>									
<b>39</b>									<b>49,968</b>									
<b>40</b>									<b>52,757</b>									
<b>41</b>									<b>55,548</b>	<b>55,548</b>								
<b>42</b>									<b>57,069</b>	<b>57,069</b>								
<b>43</b>										<b>59,016</b>								
<b>44</b>		From 1 April 2015 to 31 March 2016, staff in England on pay spine points 34 to 54 will not be eligible for incremental pay progression.									<b>61,779</b>							
<b>45</b>															*	<b>65,922</b>	<b>65,922</b>	
<b>46</b>																*	<b>67,805</b>	<b>67,805</b>
<b>47</b>											<b>70,631</b>							
<b>48</b>											<b>74,084</b>							

**Amendment number 38**

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
49										*	77,850	77,850
50										*	81,618	81,618
51												85,535
52											*	89,640
53											*	93,944
54											*	98,453

\* Pay spine points 45 and 46 at the top of pay band 8C; pay spine points 49 and 50 at the top of pay band 8D and pay spine points 53 and 54 at the top of pay band 9 are annually earned (see paragraphs 1.11 to 1.15 in Section 1 (England and Wales). The provisions for incremental pay progression in Section 1 (England and Wales) and Annex 23 (England and Wales) will continue to apply except that in England staff on pay spine points 34 to 54 will not be eligible for incremental pay progression from 1 April 2015 to 31 March 2016.

## Pay arrangements applying to specific pay points in England between 1 April 2015 and 31 March 2016

1. The values of the pay spine points in Annex 2 are consolidated.
2. Pay spine point number 1 has been deleted. The Agenda for Change pay spine starts at pay spine point number 2.
3. Staff on pay spine point number 1 at 31 March 2015 will move onto pay spine point number 2 on 1 April 2015. They will not have access to pay spine point number 3 before 1 April 2016.
4. The values of pay spine points 43 to 54 (inclusive) are unchanged from their 1 April 2014 values.
5. The provisions for incremental pay progression in Section 1 (England and Wales) and Annex 23 (England and Wales) will continue to apply except that staff in England on pay spine points 34 and above will not have access to incremental pay progression during the period 1 April 2015 to 31 March 2016.





## Annex 3: Pay bands and pay points on the second pay spine in England from 1 April 2014

**Table 9(k)**

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
1	14,294	14,294										
2	14,653	14,653										
3	15,013	15,013										
4		15,432										
5		15,851										
6		16,271	16,271									
7		16,811	16,811									
8		17,425	17,425									
9			17,794									
10			18,285									
11			18,838	18,838								
12			19,268	19,268								
13				19,947								
14				20,638								
15				21,265								
16				21,478	21,478							
17				22,016	22,016							
18					22,903							
19					23,825							

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
20					24,799							
21					25,783	25,783						
22					26,822	26,822						
23					27,901	27,901						
24						28,755						
25						29,759						
26						30,764	30,764					
27						31,768	31,768					
28						32,898	32,898					
29						34,530	34,530					
30							35,536					
31							36,666					
32							37,921					
33							39,239	39,239				
34							40,558	40,558				
35								42,190				
36								43,822				
37								45,707	45,707			
38								47,088	47,088			
39									49,473			
40									52,235			
41									54,998	54,998		
42									56,504	56,504		
43										59,016		
44										61,779		
45									*	65,922	65,922	
46									*	67,805	67,805	
47											70,631	

**Amendment number 38**

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
48											74,084	
49										*	77,850	77,850
50										*	81,618	81,618
51												85,535
52												89,640
53											*	93,944
54											*	98,453

\* Pay spine points 45 and 46 at the top of pay band 8C; pay spine points 49 and 50 at the top of pay band 8D and pay spine points 53 and 54 at the top of pay band 9 are annually earned (see paragraphs 1.11 to 1.15 in Section 1 (England and Wales). (See relevant policy documents for information on pay in Wales).

## Pay arrangements applying to specific pay points in England between 1 April 2014 and 31 March 2015 (Table 9 (k))

1. An adjustment has been made to pay spine point 16 to ensure that all staff on pay spine point 15, eligible for incremental progression, will receive an increase of 1 per cent. The values of all other pay points in England remain unchanged from the previous year and are set out in a revised Table 10 (effective from 1 April 2014) in this new Annex 2 (Table 9 (k) in Annex 3).

## Non-consolidated payments from 1 April 2014

2. Staff who, on 31 March 2014, are on the top pay point in their pay band, will receive a non-consolidated lump sum, payable in monthly installments, with effect from 1 April 2014 and ending on 31 March 2015.

The pay points affected and the values of the lump sums are set out in Table 9 (L2) below.

**Table 9 (L2)**

Pay band	Pay spine point (top pay point in each pay band)	Non-consolidated sum effective from 1 April 2014
1	3	£151

2	8	£175
3	12	£193
4	17	£221
5	23	£280
6	29	£346
7	34	£406
8A	38	£471
8B	42	£566
8C	46	£679
8D	50	£817
9	54	£985

3. These payments apply from 1 April 2014 until 31 March 2015. They will not count for pensionable pay nor any of the other allowances and additions to pay in this Handbook. They will not, for example, count in the calculation of high cost area supplements, overtime pay or unsocial hours payments.

## Annex 3: Pay bands and pay points on the second pay spine in England from 1 April 2013

**Table 9(j)**

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
1	14,294	14,294										
2	14,653	14,653										
3	15,013	15,013										
4		15,432										
5		15,851										
6		16,271	16,271									
7		16,811	16,811									
8		17,425	17,425									
9			17,794									
10			18,285									
11			18,838	18,838								
12			19,268	19,268								
13				19,947								
14				20,638								
15				21,265								
16				21,388	21,388							
17				22,016	22,016							
18					22,903							
19					23,825							

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
20					24,799							
21					25,783	25,783						
22					26,822	26,822						
23					27,901	27,901						
24						28,755						
25						29,759						
26						30,764	30,764					
27						31,768	31,768					
28						32,898	32,898					
29						34,530	34,530					
30							35,536					
31							36,666					
32							37,921					
33							39,239	39,239				
34							40,558	40,558				
35								42,190				
36								43,822				
37								45,707	45,707			
38								47,088	47,088			
39									49,473			
40									52,235			
41									54,998	54,998		
42									56,504	56,504		
43										59,016		
44										61,779		
45									*	65,922	65,922	
46									*	67,805	67,805	
47											70,631	

**Amendment number 38**

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
48											74,084	
49										*	77,850	77,850
50										*	81,618	81,618
51												85,535
52												89,640
53											*	93,944
54											*	98,453

\* Pay spine points 45 and 46 at the top of pay band 8C; pay spine points 49 and 50 at the top of pay band 8D and pay spine points 53 and 54 at the top of pay band 9 are annually earned (see paragraphs 1.11 to 1.15 in Section 1 (England and Wales). (See relevant policy documents for information on pay in Wales).

## Annex 3: Pay bands and pay points on the second pay spine in England from 1 April 2012

**Table 9 (i)**

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
1	14,153	14,153										
2	14,508	14,508										
3	14,864	14,864										
4		15,279										
5		15,694										
6		16,110	16,110									
7		16,645	16,645									
8		17,253	17,253									
9			17,618									
10			18,104									
11			18,652	18,652								
12			19,077	19,077								
13				19,750								
14				20,433								
15				21,054								
16				21,176	21,176							
17				21,798	21,798							
18					22,676							
19					23,589							



Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
20					24,554							
21					25,528	25,528						
22					26,556	26,556						
23					27,625	27,625						
24						28,470						
25						29,464						
26						30,460	30,460					
27						31,454	31,454					
28						32,573	32,573					
29						34,189	34,189					
30							35,184					
31							36,303					
32							37,545					
33							38,851	38,851				
34							40,157	40,157				
35								41,772				
36								43,388				
37								45,254	45,254			
38								46,621	46,621			
39									48,983			
40									51,718			
41									54,454	54,454		
42									55,945	55,945		
43										58,431		
44										61,167		
45										65,270	65,270	
46										67,134	67,134	
47											69,932	

**Amendment number 38**

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
48											73,351	
49											77,079	77,079
50											80,810	80,810
51												84,688
52												88,753
53												93,014
54												97,478

## Annex 3: Pay bands and pay points on the second pay spine in England from 1 April 2011

**Table 9(h)**

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
1	13,903	13,903										
2	14,258	14,258										
3	14,614	14,614										
4		15,029										
5		15,444										
6		15,860	15,860									
7		16,395	16,395									
8		17,003	17,003									
9			17,368									
10			17,854									
11			18,402	18,402								
12			18,827	18,827								
13				19,500								
14				20,183								
15				20,804								
16				21,176	21,176							
17				21,798	21,798							
18					22,676							
19					23,589							

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
20					24,554							
21					25,528	25,528						
22					26,556	26,556						
23					27,625	27,625						
24						28,470						
25						29,464						
26						30,460	30,460					
27						31,454	31,454					
28						32,573	32,573					
29						34,189	34,189					
30							35,184					
31							36,303					
32							37,545					
33							38,851	38,851				
34							40,157	40,157				
35								41,772				
36								43,388				
37								45,254	45,254			
38								46,621	46,621			
39									48,983			
40									51,718			
41									54,454	54,454		
42									55,945	55,945		
43										58,431		
44										61,167		
45										65,270	65,270	
46										67,134	67,134	
47											69,932	

**Amendment number 38**

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
48											73,351	
49											77,079	77,079
50											80,810	80,810
51												84,688
52												88,753
53												93,014
54												97,478

Note: as part of the 2008-2011 negotiated pay agreement, the top pay point of pay Band 5 (spine point 23) is increased by 0.33% from 1 April 2011, with consequential adjustments to spine points 18, 19, 21, and 22 effective from that date. The pay bands in this Table contain these changes.

# Annex 3 Pay bands and pay points on the second pay spine in England from 1 April 2010

**Table 9 (g)**

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
1	13,653	13,653										
2	14,008	14,008										
3	14,364	14,364										
4		14,779										
5		15,194										
6		15,610	15,610									
7		16,145	16,145									
8		16,753	16,753									
9			17,118									
10			17,604									
11			18,152	18,152								
12			18,577	18,577								
13				19,250								
14				19,933								
15				20,554								
16				21,176	21,176							
17				21,798	21,798							
18					22,663							

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
19					23,563							
20					24,554							
21					25,472	25,472						
22					26,483	26,483						
23					27,534	27,534						
24						28,470						
25						29,464						
26						30,460	30,460					
27						31,454	31,454					
28						32,573	32,573					
29						34,189	34,189					
30							35,184					
31							36,303					
32							37,545					
33							38,851	38,851				
34							40,157	40,157				
35								41,772				
36								43,388				
37								45,254	45,354			
38								46,621	46,621			
39									48,983			
40									51,718			
41									54,454	54,454		
42									55,945	55,945		
43										58,431		
44										61,167		
45										65,270	65,270	
46										67,134	67,134	

**Amendment number 38**

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
47											69,932	
48											73,351	
49											77,079	77,079
50											80,810	80,810
51												84,688
52												88,753
53												93,014
54												97,478

Note: with effect from 1 April 2010 pay spine point 20 in pay band 5 has been removed. The incremental date of staff on the removed pay spine point (point 20) will change to 1 April. Staff on pay spine point 20 on 31 March 2010 will move to the new pay spine point 20 on 1 April 2010 and will have a new incremental date of 1 April 2011. Staff on pay spine point 21 and above on 31 March 2010 will have their pay spine point renumbered but will retain their existing incremental date where applicable and will progress to the next pay spine point on their normal incremental date. Pay point 20 and all the following pay spine points have been renumbered and the total pay spine is reduced from 55 to 54 points.



# Annex 3: Pay bands and pay points in England from 1 April 2009

**Table 9 (f)**

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
1	13,233	13,233										
2	13,588	13,588										
3	13,944	13,944										
4		14,359										
5		14,774										
6		15,190	15,190									
7		15,725	15,725.									
8		16,333	16,333									
9			16,698									
10			17,184									
11			17,732	17,732								
12			18,157	18,157								
13				18,826								
14				19,495								
15				20,102								
16				20,710	20,710							
17				21,318	21,318							
18					22,152							
19					23,019							

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
20					23,345							
21					24,013							
22					24,831	24,831						
23					25,829	25,829						
24					26,839	26,839						
25							27,844					
26							28,816					
27							29,789	29,789				
28							30,762	30,762				
29							31,856	31,856				
30							33,436	33,436				
31								34,410				
32								35,504				
33								36,719				
34								37,996	37,996			
35								39,273	39,273			
36									40,853			
37									42,434			
38									44,258	44,258		
39									45,596	45,596		
40										47,905		
41										50,580		
42										53,256	53,256	
43										54,714	54,714	
44											57,146	
45											59,821	
46											63,833	63,833
47											65,657	65,657

**Amendment number 38**

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
48											68,393	
49											71,736	
50											75,383	75,383
51											79,031	79,031
52												82,824
53												86,800
54												90,967
55												95,333

Note: with effect from 1 April 2009 Band 1 will consist of three spine points only. Employees who are on the minimum of Band 1 as at 31 March 2009 will transfer to the new minimum point with effect from 1 April 2009 and their incremental point will become 1 April 2010. All the pay points have now been renumbered and the total scale is reduced from 56 to 55 points.

## Annex 3: Pay bands and pay points on the second pay spine in England from 1 April 2008

**Table 9(e)**

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
1	12,517											
2	12,922	12,922										
3	13,269	13,269										
4	13,617	13,617										
5		14,023										
6		14,428										
7		14,834	14,834									
8		15,356	15,356									
9		15,950	15,950									
10			16,307									
11			16,781									
12			17,316	17,316								
13			17,732	17,732								
14				18,385								
15				19,038								
16				19,631								
17				20,225	20,225							
18				20,818	20,818							
19					21,373							

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
20					22,085							
21					22,797							
22					23,450							
23					24,103	24,103						
24					25,054	25,054						
25					26,123	26,123						
26						27,191						
27						28,141						
28						29,091	29,091					
29						30,041	30,041					
30						31,109	31,109					
31						32,653	32,653					
32							33,603					
33							34,672					
34							35,859					
35							37,106	37,106				
36							38,352	38,352				
37								39,896				
38								41,439				
39								43,221	43,221			
40								44,527	44,527			
41									46,782			
42									49,394			
43									52,007	52,007		
44									53,432	53,432		
45										55,806		
46										58,419		
47										62,337	62,337	

**Amendment number 38**

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
48										64,118	64,118	
49											66,790	
50											70,055	
51											73,617	73,617
52											77,179	77,179
53												80,883
54												84,765
55												88,835
56												93,098

# Annex 3: Pay bands and pay points on the second pay spine in England from 1 November 2007

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**THE NHS STAFF  
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WORKING IN PARTNERSHIP

## Annex 3: Pay bands and pay points on the second pay spine in England from 1 April 2007

**Table 9(c)**

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
1	11,959											
2	12,359	12,359										
3	12,702	12,702										
4	13,045	13,045										
5		13,446										
6		13,847	13,675									
7		14,247	14,247									
8		14,762	14,762									
9		15,334	15,334									
10			15,678									
11			16,135	15,906								
12			16,651	16,651								
13			17,051	17,051								
14				17,681								
15				18,310	18,310							
16				18,881								
17				19,454	19,454							
18				20,026	20,026							
19					20,598							



Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
20					21,285							
21					21,971							
22					22,600	22,315						
23					23,230	23,230						
24					24,146	24,146						
25					25,175	25,175						
26						26,205						
27						27,120	26,663					
28						28,036	28,036					
29						28,951	28,951					
30						29,981	29,981					
31						31,469	31,469					
32							32,385					
33							33,415					
34							34,558	34,558				
35							35,760	35,760				
36							36,962	36,962				
37							39,937	38,449				
38								39,937	39,937			
39								41,654	41,654			
40								42,912	42,912			
41									45,086			
42									47,603	47,603		
43									50,122	50,122		
44									51,494	51,494		
45										53,783		
46										56,301	56,301	
47										60,077	60,077	

**Amendment number 38**

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
48										61,793	61,793	
49											64,368	
50											67,515	<i>67,515</i>
51											70,947	70,947
52											74,381	74,381
53												77,950
54												81,692
55												85,614
56												89,723

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## Annex 3: Pay bands and pay points on the second pay spine in England from 1 April 2006

**Table 9(b)**

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
1	11,782											
2	12,177	12,177										
3	12,514	12,514										
4	12,853	12,853	12,853									
5		13,247										
6		13,642	13,473									
7		14,037	14,037									
8		14,543	14,543									
9		15,107	15,107	15,107								
10			15,446									
11			15,897	15,671								
12			16,405	16,405								
13			16,799	16,799								
14				17,419	17,475							
15				18,039	18,039							
16				18,602								
17				19,166	19,166							
18				19,730	19,730							
19					20,294							

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
20					20,970	20,970						
21					21,646							
22					22,266	21,985						
23					22,886	22,886						
24					23,789	23,789						
25					24,803	24,803	24,803					
26						25,818						
27						26,720	26,269					
28						27,622	27,622					
29						28,524	28,524					
30						29,538	29,538					
31						31,004	31,004					
32							31,906					
33							32,921	32,921				
34							34,048	34,048				
35							35,232	35,232				
36							36,416	36,416				
37								37,881	37,881			
38								39,346	39,346			
39								41,038	41,038			
40								42,278	42,278			
41									44,420	44,420		
42									46,900	46,900		
43									49,381	49,381		
44									50,733	50,733		
45										52,988	52,988	
46										55,469	55,469	
47										59,189	59,189	

**Amendment number 38**

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
48										60,880	60,880	
49											63,417	<i>63,417</i>
50											66,517	<i>66,517</i>
51											69,899	69,899
52											73,281	73,281
53												76,798
54												80,485
55												83,349
56												88,397

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## Annex 3: Pay bands and pay points on the second pay spine in England from 1 April 2005

**Table 9(a)**

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
1	11,494	11,494										
2	11,879	11,879	12,044									
3	12,209	12,209										
4	12,539	12,539	12,539									
5		12,924										
6		13,309	13,144									
7		13,694	13,694	13,914								
8		14,189	14,189									
9		14,739	14,739	14,739								
10			15,069									
11			15,509	15,289								
12			16,004	16,004								
13			16,389	16,389	16,389							
14				16,994	17,049							
15				17,598	17,598							
16				18,148								
17				18,698	18,698							
18				19,248	19,248	19,523						

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
19					19,798							
20					20,458	20,458						
21					21,118							
22					21,723	21,448						
23					22,328	22,328						
24					23,208	23,208	22,768					
25					24,198	24,198	24,198					
26						25,188						
27						26,068	25,628					
28						26,948	26,948					
29						27,828	27,828					
30						28,817	28,817					
31						30,247	30,247					
32							31,127	31,127				
33							32,117	32,117				
34							33,217	33,217				
35							34,372	34,372				
36							35,527	35,527	35,527			
37								36,957	36,957			
38								38,387	38,387			
39								40,036	40,036			
40								41,246	41,246	41,246		
41									43,336	43,336		
42									45,756	45,756		
43									48,176	48,176		
44									49,496	49,496	49,496	
45										51,695	51,695	
46											54,115	54,115

**Amendment number 38**

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
47										57,745	57,745	
48										59,395	59,395	<i>59,395</i>
49											61,870	<i>61,870</i>
50											64,894	<i>64,894</i>
51											68,194	68,194
52											71,494	71,494
53												74,925
54												78,521
55												82,291
56												86,240

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## Annex 3: Pay bands and pay points on the second pay spine in England from 1 October 2004

**Table 9**

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
1	11,135	11,135										
2	11,508	11,508	11,668									
3	11,827	11,827										
4	12,147	12,147	12,147									
5		12,520										
6		12,893	12,733									
7		13,266	13,266	13,479								
8		13,745	13,745									
9		14,278	14,278	14,278								
10			14,598									
11			15,024	14,811								
12			15,504	15,504								
13			15,877	15,877	15,877							
14				16,463	16,516							
15				17,049	17,049							
16				17,581								
17				18,114	18,114							
18				18,647	18,647	18,913						

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
19					19,180							
20					19,819	19,819						
21					20,458							
22					21,044	20,778						
23					21,630	21,630						
24					22,483	22,483	22,057					
25					23,442	23,442	23,442					
26						24,401						
27						25,253	24,827					
28						26,106	26,106					
29						26,958	26,958					
30						27,917	27,917					
31						29,302	29,302					
32							30,155	30,155				
33							31,114	31,114				
34							32,179	32,179				
35							33,298	33,298				
36							34,417	34,417	34,417			
37								35,802	35,802			
38								37,187	37,187			
39								38,786	38,786			
40								39,958	39,958	39,958		
41									41,982	41,982		
42									44,326	44,326		
43									46,671	46,671		
44									47,949	47,949	47,949	
45										50,080	50,080	

**Amendment number 38**

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
46										52,425	<i>52,425</i>	
47										55,941	55,941	
48										57,539	57,539	<i>57,539</i>
49											59,937	<i>59,937</i>
50											62,867	<i>62,867</i>
51											66,063	66,063
52											69,260	69,260
53												72,584
54												76,068
55												79,720
56												83,546

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# Annex 4 - 10

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**THE NHS STAFF  
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WORKING IN PARTNERSHIP

## Annex 4: Working or providing emergency cover outside normal hours

### On-call and other extended service cover

1. In order to assist local partnerships who are reviewing on-call in line with Section 2 (England and Wales) or Section 2 (Scotland and Northern Ireland) and Annex 29 the location of each of the Whitley on-call systems, in the Handbooks and Advance Letters of the functional Whitley Councils, is indicated below.

Nurses and midwives:	Section 5: Stand-by and On-Call allowances - Emergency Duties Nursing and Midwifery Staffs Negotiating Council Handbook
Professions Allied to Medicine (PAMS):	Section 3: Emergency Duty Payments: Professions Allied to Medicine and Related Grades of Staff (PTA) Council Handbook
NHS Staff covered by the Maintenance Advisory Panel (MAP):	Section 4: On-call duty: Maintenance Staff Pay and Conditions of Service Handbook
Administrative and Clerical staff:	Section 22: Emergency Duty Payments: Administrative and Clerical Staffs' Council Pay and Conditions of Service Handbook
Ancillary staff:	Section 11: On-call Duty: Ancillary Staffs Council Handbook
Professional and technical Staff (estate officers; MTOs; ATOs; biomedical scientists; pathology support and dental auxiliaries):	Section 4: Emergency Duties PTB Council Handbook (the "green" book)
<b>Scientific and professional staff</b>	
Whole-time healthcare chaplains and whole-time healthcare chaplains' assistants	Appendix E to Advance Letter (SP) 3/2002: local out of hours arrangements
Speech and language therapists	No provision:
Clinical psychologists and child psychologists	No provision:
Healthcare pharmacists:	Advance Letter (PH) 1/86 Paragraph 4: emergency duty service and Appendix C to Advance Letter (PH) 1/2004 emergency duty commitment allowance
Healthcare scientists and optometrists	Appendix D to Advance Letter (SP) 2/2002

**Amendment number 38**



# Annex 5: Provisions for unsocial hours payments for ambulance staff

## Working outside normal hours

1. The following provisions for unsocial hours payments will apply to ambulance staff employed by ambulance trusts (ambulance boards in Scotland).
2. Pay enhancements will be given to staff whose working pattern in standard hours, but excluding overtime and work arising from on-call duties, is carried out during the times identified below:
  - **for staff in pay bands 1 to 7** any time worked before 7:00 am or after 7:00 pm Monday to Friday, and any time worked on Saturdays, Sundays or Bank Holidays;
  - **for staff in pay bands 8 and 9** any time worked before 7:00 am or after 10:00 pm Monday to Friday, any time worked before 9:00 am or after 1:00 pm on Saturdays and Sundays, and any time worked on Bank Holidays.
3. The pay enhancement will be based on the average number of hours worked outside these times during the standard working week, and will be paid as a fixed percentage addition to basic pay in each pay period. The enhancement will be pensionable and count for sick pay, but will not be consolidated for purposes of overtime or any other payment. Once the average has been agreed, the payment will not normally change because of small week to week variations in the shifts worked. It will, therefore, be payable during short periods of leave or training. It will, however, be re-calculated if there is a significant change in working pattern.
4. This average will be calculated over a 13-week reference period or over the period in which one cycle of the rota is completed, whichever most accurately reflects the normal pattern of working. For the purposes of the calculation, short meal breaks taken during each work period will be included. An eight-hour shift from 3:00 pm to 11:00 pm would, therefore, include four qualifying hours for staff in pay bands 1 to 7, irrespective of when in that period a meal break was taken.
5. The enhancement will be paid as a percentage of basic salary each month, subject to a maximum of 25 per cent for staff in pay bands 1 to 7 and 10 per cent in pay bands 8 and above. Basic salary for these purposes will be regarded as including any long-term recruitment and retention premium. It will not include short-term recruitment and retention premia, high cost area payments or any other payment.
6. Where the average exceeds five hours a week during the times set out above, there will be

a banded system of pay enhancements. The payment will not vary unless the working pattern changes sufficiently to take the number of qualifying hours outside the band over the reference period as a whole.

**Table 11**

Average unsocial hours	Percentage of basic salary	
	Pay Bands 1 - 7	Pay Bands 8 & 9
Up to 5	Local agreement	Local agreement
More than 5 but not more than 9	9%	9%
More than 9 but not more than 13	13%	10%
More than 13 but not more than 17	17%	10%
More than 17 but not more than 21	21%	10%
More than 21	25%	10%

7. Where unsocial hours working is limited or very irregular (averaging no more than five hours a week over the reference period) pay enhancements will be agreed locally. These may be fixed or variable, and based on actual or estimated hours worked, subject to local agreement. To ensure fairness to staff qualifying under the national rules set out above, locally agreed payments may not exceed the minimum percentage in the national provisions.

## Part-time staff and other staff working non-standard hours

8. For part-time staff and other staff working other than 37.5 hours a week excluding meal breaks, the average number of hours worked outside the normal hours will be adjusted to ensure they are paid a fair percentage enhancement of salary for unsocial hours working. This will be done by calculating the number of hours which would have been worked outside normal hours, if they had worked standard full-time hours of 37.5 hours a week, with the same proportion of hours worked outside normal hours. This number of hours is then used to determine the appropriate percentage set out in Table 11.

9. For an example of the effect of this provision, see Annex 6.

## Staff working rostered overtime

10. Where staff work shifts which always include a fixed amount of overtime (rostered overtime) the hours worked outside normal hours should be calculated as if they were working non-standard hours in excess of 37.5 hours per week (paragraphs 8 and 9 in this section). For an example of the effect of this, see Annex 6.



## Self-rostering schemes

11. Where staff have agreed self-rostering arrangements with their employer, local provisions should be agreed to ensure that the enhancements payable under these types of provisions are shared fairly between members of the team.

12. In these cases employers and staff side representatives should agree the level of payment appropriate for the team, on the basis of the unsocial hours coverage needed to provide satisfactory levels of patient care. This should be based on the period covering a full rota or, where there is no fixed pattern, an agreed period of not less than thirteen weeks activity for that team and divided between team members, subject to a formula that they agree.

13. For an example of the effect of this provision, see Annex 6.

## Annual hours and similar agreements

14. Agreement should be reached locally on pay enhancements for staff on annual hours agreements who work outside normal hours. The agreement should respect the principles of this annex to ensure that the arrangements for these staff are consistent with those for other staff working outside normal hours.

15. For an example of the effect of this provision, see Annex 6.

## Bank staff

16. Work for a staff bank run by the employer should be treated as a separate contract for the purpose of these rules and any additional payment due calculated as a percentage of their bank earnings, based on the number of bank hours worked outside normal hours.

17. For an example of the effect of this provision, see Annex 6.

## Unforeseen changes to agreed patterns of working

18. Local employers and staff side representatives, working in partnership, should develop protocols which ensure sensible planning for unexpected absence (such as the use of first on-call rotas for overtime) and minimise the need for frequent or sudden changes to agreed normal working patterns.

19. However, where it is necessary for employers to ask staff to change their shift within 24 hours of the scheduled work period, such staff should receive an unforeseen change payment of £15 for doing so. The payment is not applicable to shifts which staff agree to work as overtime, or that they swap with other staff members.

20. Good management practice should ensure that this type of payment is not used where absence is predictable e.g. to cover maternity leave, long-term sickness absence, planned annual leave etc. Appropriate monitoring of these payments should be undertaken at both a local (e.g. ward) and strategic (i.e. board) level in the organisation to identify circumstances which would suggest excessive or unusual trends for such payments.



# Annex 6: Provisions for unsocial hours payments for ambulance staff

## Examples of special cases under the provisions for work outside normal hours

### Example of application to part-time staff

1. A person in a job in pay band 1 works half-standard hours (18¾ hours a week) and regularly does three day shifts each week (including a half hour meal break) between 10 am and 4:45 pm on Thursdays, Fridays and Saturdays.

2. In this case only the shift worked on Saturday is outside the normal hours set out in paragraph 2 of Annex 5. The hours worked outside normal hours each week are, therefore, seven hours (including for this purpose the short meal break). Because the pattern is regular, this is also the average. If this person had worked full-time standard hours of 37.5 hours a week, with the same proportion of hours outside normal hours, they would have worked double the number of hours outside normal hours. The figure of 14 hours a week is, therefore, used in Table 11 in Annex 5 to determine that the appropriate enhancement to the part-time salary is 17 per cent.

3. The enhancement would only need to be re-estimated if the average number of hours outside normal hours increased by three hours a week to 17 hours or more, or fell by more than one hour a week to under 13 hours. Neither is likely, however, unless the shift pattern changes.

### Example of application to a self-rostering scheme (where the team agree to equalise enhancements)

4. A team of staff provide services to patients in their homes. Most visits take place during the day, but a limited number of patients require an evening visit to settle them for the night. In the past this has been covered by a shift pattern of four weeks of early shifts and one week of late shifts.

5. In this case, the team, who work well together, ask their manager if they can agree among themselves each month who will cover the evening work. They also ask if they can control the timing of late shifts to better balance work and home life and allow more patients to be settled at a time they prefer, and if they can share the unsocial hours payments to avoid money being an issue in the rostering.

6. In this case the employer and team agree that the previous shift pattern satisfactorily defines the degree of unsocial hours working necessary to provide a satisfactory level of patient care. The unsocial hours enhancement due under these rules would then be calculated on the basis that each team member worked the number of hours outside normal hours implied by the four-early one-late shift system, and a percentage enhancement is paid on that basis to each team member irrespective of the actual rostering, provided the team continue to provide satisfactory levels of patient care.

## Example of application to annual hours agreements

7. A number of staff members ask if they can work variable hours to allow them to better combine work and care responsibilities, subject to working an agreed number of hours annually.

8. In order to allow for the fact that standard hours are variable under this agreement, the employer and employee agree to estimate the average hours worked outside normal hours on the basis of the average for colleagues in the same role in the same work area, subject to a retrospective adjustment if there were evidence that the actual average hours worked outside normal hours over the year as a whole had varied significantly from this level.

## Example of application to bank staff

9. A member of staff in pay band 6 works full-time on alternate early and late shifts Monday to Friday. No hours are worked outside normal hours during the early shift. But four hours per day are worked outside normal hours during each late shift. This results in an average of ten hours per week being worked outside normal hours, and the staff member receives an enhancement of 13 per cent of salary under the normal rules.

10. However, they also work an eight-hour bank shift once a fortnight on average during a weekend period. This is treated as a separate contract under these rules. So the enhancement for working outside normal hours for their bank work is calculated as if they were a part-time worker working all their hours outside normal hours.

11. In this case the hours worked for the bank each week are four hours, all of which fall outside normal hours. Under the rule for part-time workers in paragraph 8 of Annex 5, if the person had worked full-time for the bank with the same proportion of hours outside normal hours they would have worked 37.5 hours a week outside normal hours. This figure is therefore used to determine the appropriate enhancement to the income from the bank, which in this case is 25 per cent.

12. In this case the enhancement to bank earnings does not need to be re-calculated, however many hours are actually worked for the bank at weekends, since they are all outside normal hours. If, however, the person started doing significant bank work in normal hours, the enhancement might need to be re-estimated if the proportion worked outside normal hours fell to 21 hours out of every 37.5 or below, as the enhancement would then fall into a different band.

## Example of application to staff working rostered overtime

13. A person works on a maintenance team which deploys staff on alternate weeks of early and late nine hour shifts, 7:00 am to 4:00 pm and 1:00 pm to 10:00 pm Monday to Friday, with a half hour meal break. Their regular shift pattern therefore covers 42½ hours a week, excluding meal breaks and always includes five hours of overtime.

14. Because their shift pattern always includes a fixed amount of overtime, this is treated as rostered overtime within a non-standard working week. As a result all the hours may count towards the total of hours outside normal hours, but this is then adjusted for the longer week.

15. In this example an average of 7½ hours a week are worked outside normal hours over the whole rota. If, however, they had worked the same proportion of hours outside normal hours in a standard week, the total would have been just under 6.7 hours a week. This qualifies for a payment of 9 per cent of basic pay for working outside normal hours, in addition to the normal overtime payment for the overtime hours.

# Annex 7: Good practice guidance on managing working patterns

1. An important aspect of managing the provision of emergency cover outside normal hours is ensuring good management practice and, where necessary, ensuring appropriate protocols are put in place. This should reduce the difficulties arising from the unpredictability within the system.
2. Similarly, in line with good working practices, employers should ensure that staff are given adequate time to be made aware of their working patterns, as a guide, at least four weeks before they become operational.
3. Flexible working arrangements are a key element of the Improving Working Lives Standard and ensuring the effective management of the rostering process can impact on unexpected difficulties.
4. NHS Staff Council guidance on Improving Working Lives (IWL) can be found on the [Health, Safety and Wellbeing Partnership Group resources page](#)<sup>1</sup>.

This substantial database of jointly agreed advice and guidance includes information on the importance of effective partnership working on health, safety and wellbeing, guidance on the prevention and management of stress at work and on the prevention and management of sickness absence. There are comparable initiatives providing similar information in each of the other UK countries (e.g. the PIN policies in NHS Scotland).

5. A series of Improving Working Lives toolkits have been produced to provide guidance to both managers and staff covering the whole range of issues within Improving Working Lives, including flexible working. Specific toolkits have also been produced aimed at particular staff groups, for example, allied health professionals and healthcare scientists. These documents can be downloaded from the [Health, Safety and Wellbeing Partnership Group resources page](#)<sup>\*1</sup>.

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<sup>1</sup> <http://www.nhsemployers.org/your-workforce/retain-and-improve/staff-experience/health-work-and-wellbeing/protecting-staff-and-preventing-ill-health/partnership-working-across-your-organisation/partnership-working-on-health-safety-and->

*wellbeing/hswpg-publications-advice-and-resources*

*Pay circular (AforC) 2/2016: amendment number 36*

**Amendment number 38**

Pay and Conditions Circular (AforC) number 1/2017

## Annex 8: High cost area payment zones

The zones for high cost area payments are defined as inner London, outer London and fringe areas. These zones are based on PCT geographical boundaries as set out below.

**Table 12: Inner London**

SHAs	PCTs within SHAs
NW London SHA	Hammersmith & Fulham PCT Kensington & Chelsea PCT Westminster PCT
North Central London SHA	Camden PCT Islington PCT
NE London SHA	City & Hackney PCT Tower Hamlets PCT
SE London SHA	Lambeth PCT Lewisham PCT Southwark PCT
SW London SHA	Wandsworth PCT

**Table 13: Outer London**

SHAs	PCTs within SHAs
NW London SHA	Brent PCT Ealing PCT Harrow PCT Hillingdon PCT Hounslow PCT
North Central London SHA	Barnet PCT Enfield PCT Haringey PCT
NE London SHA	Barking & Dagenham PCT



	Havering PCT Newham PCT Redbridge PCT Waltham Forrest PCT
SE London SHA	Bexley PCT Bromley PCT Greenwich PCT
S W London SHA	Croydon PCT Kingston PCT Richmond & Twickenham PCT Sutton & Merton PCT

**Table 14: Fringe area**

SHAs	PCTs within SHAs
Kent & Medway SHA	Dartford, Gravesham & Swanley PCT
Essex SHA	Basildon PCT Billericay, Brentwood & Wickford PCT Epping Forrest PCT Harlow PCT Thurrock PCT
Bedfordshire & Hertfordshire SHA	Dacorum PCT Hertsmere PCT Royston, Buntingford & Bishop Stortford PCT South East Hertfordshire PCT St Albans & Harpendon PCT Watford & Three Rivers PCT Welwyn, Hatfield PCT
Thames Valley SHA	Bracknell Forrest PCT Slough PCT Windsor, Ascot & Maidenhead PCT Wokingham PCT
Surrey & Sussex SHA	East Elmbridge & Mid Surrey PCT East Surrey PCT Guildford & Waverley PCT North Surrey PCT Surrey Heath and Woking PCT



## Annex 9: High cost area supplements

**Table 16: From 1 April 2017**

Area	Level (1 April 2017)
Inner London	20% of basic salary, subject to a: <ul style="list-style-type: none"> <li>• minimum payment of £4,200 and a maximum payment of £6,469</li> </ul>
Outer London	15% of basic salary, subject to a: <ul style="list-style-type: none"> <li>• minimum payment of £3,553 and a maximum payment of £4,528</li> </ul>
Fringe	5% of basic salary, subject to a: <ul style="list-style-type: none"> <li>• minimum payment of £971 and a maximum payment of £1,682</li> </ul>

**Table 15(i): From 1 April 2016**

Area	Level (1 April 2016)
Inner London	20% of basic salary, subject to a: <ul style="list-style-type: none"> <li>• minimum payment of £4,158 and a maximum payment of £6,405</li> </ul>
Outer London	15% of basic salary, subject to a: <ul style="list-style-type: none"> <li>• minimum payment of £3,518 and a maximum payment of £4,483</li> </ul>
Fringe	5% of basic salary, subject to a: <ul style="list-style-type: none"> <li>• minimum payment of £961 and a maximum payment of £1,665</li> </ul>

**Table 15(h): From 1 April 2015**

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Area	Level (1 April 2015)
Inner London	20% of basic salary, subject to a: <ul style="list-style-type: none"> <li>• minimum payment of £4,117 and a maximum payment of £6,342</li> </ul>
Outer London	15% of basic salary, subject to a: <ul style="list-style-type: none"> <li>• minimum payment of £3,483 and a maximum payment of £4,439</li> </ul>
Fringe	5% of basic salary, subject to a: <ul style="list-style-type: none"> <li>• minimum payment of £951 and a maximum payment of £1,649</li> </ul>

**Table 15(g): From 1 April 2013**

Area	Level (1 April 2013)
Inner London	20% of basic salary, subject to a: <ul style="list-style-type: none"> <li>• minimum payment of £4,076 and a maximum payment of £6,279</li> </ul>
Outer London	15% of basic salary, subject to a: <ul style="list-style-type: none"> <li>• minimum payment of £3,448 and a maximum payment of £4,395</li> </ul>
Fringe	5% of basic salary, subject to a: <ul style="list-style-type: none"> <li>• minimum payment of £942 and a maximum payment of £1,632</li> </ul>

**Table 15(f): From 1 April 2010**

Area	Level (1 April 2010)
Inner London	20% of basic salary, subject to a: <ul style="list-style-type: none"> <li>• minimum payment of £4,036 and a maximum payment of £6,217</li> </ul>
Outer London	15% of basic salary, subject to a: <ul style="list-style-type: none"> <li>• minimum payment of £3,414 and a maximum payment of £4,351</li> </ul>

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Fringe	5% of basic salary, subject to a: <ul style="list-style-type: none"> <li>• minimum payment of £933 and a maximum payment of £1,616</li> </ul>
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Area	Level (1 April 2009)
Inner London	20% of basic salary, subject to a: <ul style="list-style-type: none"> <li>• minimum payment of £3,947 and a maximum payment of £6,080</li> </ul>
Outer London	15% of basic salary, subject to a: <ul style="list-style-type: none"> <li>• minimum payment of £3,339 and a maximum payment of £4,256*</li> </ul>
Fringe	5% of basic salary, subject to a: <ul style="list-style-type: none"> <li>• minimum payment of £912 and a maximum payment of £1,581</li> </ul>

**Table 15(d): From 1 April 2008**

Area	Level (1 April 2008)
Inner London	20% of basic salary, subject to a: <ul style="list-style-type: none"> <li>• minimum payment of £3,855 and a maximum payment of £5,938 *</li> </ul>
Outer London	15% of basic salary, subject to a: <ul style="list-style-type: none"> <li>• minimum payment of £3,261 and a maximum payment of £4,156*</li> </ul>
Fringe	5% of basic salary, subject to a: <ul style="list-style-type: none"> <li>• minimum payment of £891 and a maximum payment of £1,544</li> </ul>

\* The national parties to the pensions review agreed that the minimum level of HCAS would increase by £284 in Inner and Outer London (but not Fringe) at 31 March 2008. The figures for 2009 in Table 15(e), therefore, reflect this.

**Table 15(c): From 1 April 2007**

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Area	Level (1 April 2007)
Inner London	20% of basic salary, subject to a: <ul style="list-style-type: none"> <li>• minimum payment of £3,434 from 1 April and £3,468 from 1 November; and a</li> <li>• maximum payment of £5,722 from 1 April and £5,779 from 1 November.</li> </ul>
Outer London	15% of basic salary, subject to a: <ul style="list-style-type: none"> <li>• minimum payment of £2,861 from 1 April and £2,890 from 1 November; and a</li> <li>• maximum payment of £4,005 from 1 April and £4,045 from 1 November</li> </ul>
Fringe	5% of basic salary, subject to a: <ul style="list-style-type: none"> <li>• minimum payment of £859 from 1 April and £867 from 1 November; and a</li> <li>• maximum payment of £1,488 from 1 April and £1,503 from 1 November</li> </ul>

**Table 15(b): From 1 April 2006**

Area	Level (1 April 2006)
Inner London	20% of basic salary, subject to a minimum payment of £3,383 and a maximum payment of £5,638
Outer London	15% of basic salary, subject to a minimum payment of £2,819 and a maximum payment of £3,946
Fringe	5% of basic salary, subject to a minimum payment of £846 and a maximum payment of £1,466

**Table 15(a): From 1 April 2005**

Area	Level (1 April 2005)
Inner London	20% of basic salary, subject to a minimum payment of £3,300 and a maximum payment of £5,500
Outer London	15% of basic salary, subject to a minimum payment of £2,750 and a maximum payment of £3,850

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Fringe	5% of basic salary, subject to a minimum payment of £825 and a maximum payment of £1,430
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**Table 15: From 1 October 2004 (See Section 4)**

Area	Level (1 October 2004)
Inner London	20% of basic salary, subject to a minimum payment of £3,197 and a maximum payment of £5,328.
Outer London	15% of basic salary, subject to a minimum payment of £2,664 and a maximum payment of £3,729
Fringe	5% of basic salary, subject to a minimum payment of £799 and a maximum payment of £1,385

# Annex 10: Local recruitment and retention premia

1. To ensure consistency in the application and payment of recruitment and retention premia, local employers should adhere to the following protocol.

## Recruitment

2. All new vacancies should be advertised in relevant local, regional, national and/or professional media.

3. Where adverts have produced no suitable applicants, HR personnel service/department managers and staff representatives should consider the reasons for this. Account should be taken of the number of applicants, relevant national vacancy data and local labour market information, the media used and any non-pay improvements which could be made to the employment package (e.g. training opportunities, childcare, relocation), or any expected increase in the supply of staff suitable for the post.

4. If it could be reasonably assumed that vacancies could be filled through, for example, advertising in different media or by waiting for an expected increase in supply (for example from new trainees) then vacant posts should be re-advertised.

5. However, if on the basis of paragraphs 2 and 3, it is decided that the vacancy problem can be addressed most effectively only through payment of a recruitment and retention premium, the employer should decide in partnership with local staff representatives whether the problem is likely to be resolved in the foreseeable future (in which case any premium should be short-term) or whether it is likely to continue indefinitely (in which case any premium should be long-term (see Section 5).

6. The employer should then consult with neighbouring employers, staff organisations and other stakeholders, before implementing any premium.

## Retention

7. Before consideration is given to paying recruitment and retention premia to increase retention of staff, HR personnel, service/department heads and relevant staff representatives should ensure non-pay benefits (e.g. childcare support, training and development) are sufficiently developed. Where possible, local turnover rates should be compared with national rates. Employers are also advised to undertake regular exit surveys to assess how far pay is a factor in employees' decisions to leave the organisation.

8. However, if it is decided that a retention problem can be addressed most effectively only



through payment of a recruitment and retention premium, the employer should decide whether the problem is likely to be resolved in the foreseeable future (in which case any premium should be short-term) or whether it is likely to continue indefinitely (in which case any premium should be long-term (see Section 5).

9. The employer should then consult with neighbouring employers, relevant staff organisations and other stakeholders.

## Review

10. Once recruitment and retention premia are awarded, they should be reviewed annually. This review should be done by HR personnel, relevant service/department heads and staff representatives.

11. The review should consider, amongst other factors:

- how far the recruitment and retention premia have allowed the NHS organisation to reduce its vacancy rates and turnover;
- the likely impact on vacancies of removing or reducing a recruitment and retention premium;
- any changes in labour market circumstances.

12. The principle consistent with equal pay for work of equal value should be that where the need for a recruitment and retention premium is reduced or has ended, short-term premia should be reduced or withdrawn as soon as possible, consistent with the protection period in Section 5. Long-term premia should be adjusted or withdrawn for anyone offered a qualifying post after the decision to withdraw or reduce the premium has been made.

# Annex 11 - 15

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## Annex 11: Additional freedoms for NHS foundation trusts in England

1. Where NHS organisations acquire earned autonomy or foundation trust status in England, they will have greater autonomy in relation to the use of specified local freedoms under this agreement. In these areas:

- (i) NHS foundation trusts will be able to act independently, consistent with their licence;
- (ii) three-star NHS organisations will be able to act independently, but will be required to consult with local or neighbouring employers before final decisions are taken on the use of

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these freedoms;

(iii) all other NHS organisations will be able to act only as permitted by guidelines agreed through the NHS Staff Council.

2. The specified local freedoms which can be exercised with greater autonomy are as follows:

## **Freedoms which require good management**

(i) the ability to offer alternative packages of benefits of equivalent value to the standard benefits set out in this agreement, among which the employee can make a personal choice (e.g. greater leave entitlements but longer hours);

(ii) the ability to negotiate local arrangements for compensatory benefits such as expenses and subsistence, which differ from those set out in this handbook;

(iii) the ability to award recruitment and retention premia above 30 per cent of basic pay where that is justified, without prior clearance by the NHS Staff Council.

## **Freedoms which must be part of a properly constituted reward scheme for individual, team or organisational performance related to genuinely measurable targets, offering equal opportunities for all staff in the relevant organisation, unit or work area to participate**

(i) the establishment of new team bonus schemes and other incentive schemes;

(ii) the establishment of schemes offering additional non-pay benefits above the minimum specified elsewhere in this agreement;

(iii) accelerated development and progression schemes.

## Annex 12: Motoring costs

- 1. This annex is effective from 1 July 2013.** Each year the Automobile Association Trust (AA) produces illustrative guides of motoring costs. These set out the elements of costs involved in running a car for a typical car owner using his or her vehicle for normal “domestic” purposes e.g. travel to and from work, shopping trips and holidays. The NHS Staff Council has used this as the source of its estimates of the costs of business mileage.
- Table 17 shows the costs at the time the rates in Table 7 in Section 17 were last set.
- The AA guides provide different illustrative costs for private car use based on a range of different annual mileages and cars in different price ranges. In order to obtain the figures in Table 17 the NHS Staff Council has taken the figures in the guides for cars in the middle price range and an assumed annual combined private and business mileage of 10,000 miles, on which all the cost items in Table 17 are based.
- The rates of reimbursement implemented on 1 July 2014 will be those resulting from the review which will be done following the publication of the new AA guides in April/May 2014. Those rates will apply to all journeys undertaken from 1 July 2014.
- In line with the AA guides the annual values for “standing charges” in Table 17 are shown as whole numbers. This means that the value in row six for “total annual cost of standing charges,” which is calculated on unrounded numbers, is not the sum of the values in rows one to five in Table 17.
- In line with the AA guides the values in the costs per mile of “running costs” in rows seven to ten in Table 17 and the “total of running costs” in row 11 are calculated to two decimal places. (See the notes on rounding in row 12).
- The average price of fuel in row 7 in Table 17 is a calculation of the combined average price of petrol and diesel which is in line with the method used by the AA to take account of fluctuations in fuel prices.

**Table 17**  
**Amended motoring costs as at 1 April 2014**

Rows	Items of cost	Annual cost (£)	Cost per mile (pence)
	<b>Standing charges</b>		
<b>Row 1</b>	<b>Road tax</b>	<b>180</b>	
<b>Row 2</b>	<b>Insurance</b>	<b>496</b>	

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Rows	Items of cost	Annual cost (£)	Cost per mile (pence)
	<b>Standing charges</b>		
Row 3	Cost of capital at 50%	196	
Row 4	Depreciation (based on 10,000 miles per year)	2,615	
Row 5	Breakdown cover	50	
Row 6	<b>Total annual cost of standing charges</b>	<b>3,537</b>	<b>35.37</b>
	<b>Running costs</b>		
Row 7	Fuel		13.87
Row 8	Tyres		2.00
Row 9	Service labour costs		2.19
Row 10	Replacement parts		2.39
Row 11	<b>Total of running costs</b>		<b>20.45</b>
Row 12	<b>Total of standing charges and running costs up to 3,500 miles per year</b>		<b>55.81 (56 pence rounded; i.e. to obtain the whole pence values in Table 8 in Section 17, 0.5 pence and above is rounded up. Lower figures are rounded down)</b>
Row 13	<b>After 3,500 miles per year</b>		<b>20.45 (20 pence rounded; see note above).</b>

8. There are two types of motoring costs:

- standing charges: the costs of keeping a vehicle on the road including depreciation, tax, insurance, breakdown cover and the loss of interest on capital (money) which may otherwise be invested if it had not been spent on the vehicle; and

- running costs: fuel, tyres, servicing and repair costs, parking and tolls.

9. The figures in the AA guides are:

- based on how much it is likely to cost the average private car user to run a petrol or diesel powered car;
- based on the purchase price of a new car, which is replaced after 5 years;
- based on an analysis of the running costs of the 60 top selling models in the UK car market.

## Motor cycles

10. The NHS Staff Council has agreed that the standard rate of reimbursement for motor cycle users in Table 7 will be 50 per cent of the unrounded rate for car users in row 12 in Table 17. This rate will apply to all eligible miles travelled (see paragraph 17.15 and Table 8). Paragraphs 12 to 15 explain how rates will be reviewed.

## Reserve rate

11. The NHS Staff Council has agreed that the reserve rate in column 4 of Table 7 will be 50 per cent of the unrounded value of the standard rate for car users in row 12 in Table 17. This rate will apply to all eligible miles travelled (see paragraph 17.15 and Table 8). Paragraphs 12 to 15 explain how rates will be reviewed.

## Review

12. The NHS Staff Council will review the standard rate in Column 2 in Table 7 twice each year. The first review will take place soon after the new AA guides to motoring costs are published, normally in April or May.

Each item of cost in Table 17 will be updated using the appropriate new values in the latest AA guides. The new unrounded value in row 12 in Table 17 will be compared with the unrounded value in the same row at the time of the last change in the standard rate of reimbursement (Column 2 in Table 7 in Section 17). If the difference between these two values is 5 per cent or greater, up or down, the standard rate of reimbursement will change in line with the new value in row 12 in Table 17. Rounding, as described in row 12 in Table 17, to obtain the new whole number values for Table 7, will be the last procedure to be performed. If a change in the standard rate of reimbursement is produced by this procedure the rate for motor-cyclists in Column 4 in Table 7 in Section 17 and the reserve rate will also be reviewed, in line with the provisions in Section 17.

13. If there is a change in the standard rate of reimbursement (Column 2 in Table 7) the rate in column 3, for mileage over 3,500 miles per year, will be adjusted in line with the new value in row 13 in Table 17 and the provisions in Section 17. Rounding, as described in row 12 in Table 17, to obtain the new whole number values for Table 7, will be the last procedure to be performed.

14. A second review of the rate in Column 2 in Table 7 will take place in November each year.

This check will look at the average fuel price in the twelve month period ending in October. The value of the entry in row 7 in Table 17 will be updated using information published by the AA on the average price of fuel in the twelve month period ending in October. The new unrounded value in row 12 in Table 17 will be compared with the unrounded value in row 12 at the time of the last change in the standard rate of reimbursement (Column 2, in Table 7, in Section 17). If the difference between these two values is 5 per cent or greater, up or down, the standard rate of reimbursement will change in line with the new value in row 12 in Table 17. If a change in the standard rate of reimbursement is produced by this procedure the rate for motor-cyclists in Column 4 in Table 7 and the reserve rate in Column 4 will also be reviewed, in line with the provisions in Section 17. Rounding, as described in row 12 in Table 17, to obtain the new whole number values for Table 7, will be the last procedure to be performed.

15. If there is a change in the standard rate of reimbursement (Column 2 in Table 7) as a result of this second review, the rate in column 3 for mileage over 3,500 miles per year will be reviewed in line with the provisions in Section 17. Rounding, in line with the note in row 12 in Table 17, will be the last procedure to be performed.

# Annex 13: Lease vehicle policies

1. **This annex is effective from 1 July 2013.** In the NHS the default position is that employees use their own vehicles for travel in the performance of their duties, except where the employer has made specific alternative provision. This Annex refers to vehicles provided to employees under a lease agreement, allowing them to use the vehicle for both NHS business and private purposes. Also, it refers to vehicles leased or owned by the employer and made available to employees for NHS business use only.

2. The details of written lease vehicle policies, will be for local partnerships to design and agree.

3. The possibility of using a lease vehicle should be considered whenever it is expected that the business miles travelled in a year will exceed 3,500 miles <sup>1</sup>.

4. These schemes should take into account the following principles:

- lease vehicle schemes are voluntary;
- are offered to eligible employees;
- employees bear the full cost of their private use of the vehicle;
- schemes should provide for lease cars to be accepted on the basis of business only use or a combination of business and private use. Where cars are accepted for business use only these cars should be classed as "pool" cars;
- the employer will be responsible for any excess insurance charges incurred during business use of the vehicle;
- the tax implications of using a lease vehicle must be explained to the employee before the arrangements start; "eligible miles" as set out in paragraph 17.15 and Table 8;
- reasonable recognition of the individual circumstances of the employee.

5. Whenever lease vehicle schemes are operated the vehicles chosen will be consistent with the:

- proper use of public money;
- needs of NHS business;



- recommended safety standards, and
- policies in each of the UK countries relating to the prudent use of scarce natural resources, including carbon reduction strategies and safeguarding the environment. All of these policies are often described as coming within the “green agenda”.

6. If an employee chooses a vehicle which is not on the employer’s list of vehicles approved for this purpose any extra costs, over and above those incurred by employees using approved vehicles, will be paid for by the employee.

7. The arrangements for reimbursing the employee the costs of using the vehicle on NHS business must be made clear to the employee. When the employee is reimbursed fuel costs at a rate per mile travelled on official business the rate per mile must be reviewed regularly to ensure that it takes account of fluctuations in fuel prices.

8. HMRC publishes “advisory fuel rates” for “company cars” which it reviews regularly. Employers which set rates of reimbursement of fuel costs for employees using vehicles under “lease vehicle” arrangements, by reference to the HMRC “advisory rates,” should ensure that they refer regularly to HMRC “advisory fuel rates.” Full details of “advisory fuel rates” and the taxation of travelling expenses are on the HMRC web site at [www.hmrc.gov.uk](http://www.hmrc.gov.uk).

9. Local policies should set out details of early termination costs and the circumstances in which these would apply. Whenever it is possible, the employer and employee should explore opportunities for the employer to keep the vehicle and avoid the costs associated with the premature termination of the lease agreement. An example of circumstances when this may be appropriate is when an employee with a lease vehicle transfers to a job with another NHS employer in which there is a continuing need for significant official travel.

## “Pooled vehicles”

10. Sometimes local partnerships find it convenient to have one or more vehicles readily available for business use, by a number of employees. These vehicles are owned by the employer. They are not allocated to an individual employee and they are only available for business use. Provision of “pooled” vehicles is an important part of local travel policies. The arrangements are for local determination, in partnership.

## “Hire vehicles”

11. Local partnerships should agree the circumstances in which hire facilities are to be used and the arrangements for reimbursing employees the costs they incur.

12. The use of pooled, hire and lease vehicles and the reimbursement of associated costs, will be in line with rigorous principles of effective and prudent use of public money, the NHS Carbon Reduction Strategy in England and its equivalents in the other UK countries.

## NHS Carbon reduction strategies

13. The NHS carbon reduction strategies set out how and why the NHS can and should make an important contribution to the ambition of making us its “carbon footprint” by 10%, by 2015.

14. The strategies place important responsibilities on NHS organisations. Two of these are that:

- all organisations should have a board approved travel plan as part of their sustainable development board management plan, and that
- mechanisms to routinely and systematically review the need for employees, patients and visitors to travel, need to be established in all NHS organisations.

15. The Sustainable Development Unit (SDU) is keen that organisations should make use, whenever it is possible and practicable, of low carbon lease vehicles in line with relevant legislation.

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<sup>1</sup> See the question and answer guidance in Annex 28 (England and Wales) or Annex 28 (Scotland and Northern Ireland).

*Pay circular (AforC) 2/2014: amendment number 31*

# Annex 14: Subsistence allowances

## Schedule of recommended allowances

Night allowances: first 30 nights	Actual receipted cost of bed and breakfast up to a maximum of £55 (subject to the provisions of paragraph 18.3 if this is exceeded for genuine business reasons).
Meals allowance	Per 24 hour period: £20.00
Night allowances in non-commercial accommodation	Per 24 hour period: £25.00
Night allowances: after first 30 nights	Maximum amount payable: £35.00
Day meals subsistence allowances	Lunch allowance (more than five hours away from base, including the lunchtime period between 12:00 pm to 2:00 pm) £5.00 Evening meal allowance (more than ten hours away from base and return after 7:00 pm) £15.00
Incidental expenses allowance (this allowance is subject to a tax liability)	Per 24 hour period: £4.20
Late night duties allowance (this allowance is subject to a tax liability)	Per 24 hour period: £3.25



# Annex 15: Other terms and conditions

1. For the purposes of Section 19 of this Handbook, other terms and conditions will include:

- **arrangements for carry over of annual leave** – existing arrangements (as provided by GWC Section 1) will continue to apply, unless or until new arrangements are agreed;
- **special leave;**
- **removal expenses and associated provisions;**
- **reimbursement of telephone expenses;**
- **the resolution of disciplinary matters and disputes procedures;**
- **health awareness for NHS staff;**
- **protection of pay and conditions of service** – local arrangements should be in place for protection in circumstances of organisational change (previously required by GWC Section 48);
- **preparation for retirement;**
- **minimum periods of notice.**

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# Annex 16 - 20

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## Annex 16: Coverage of NHS Pay Review Body (NHSPRB)

The NHSPRB's recommendations currently apply to all staff employed in the NHS on the pay spine and pay bands in Annexes 2 and 3, with the exception of doctors, dentists and very senior managers. (See Appendix A in the twenty third report of the Review Body [www.ome.uk.com](http://www.ome.uk.com) ).

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# Annex 17: Classification of leads and allowances listed by staff group

## Leads and allowances which relate to job weight as valued in the Job Evaluation Scheme are:

### **Maintenance staff**

Work in exceptional conditions  
Care of patients allowance  
Working with psychiatric patients allowance  
Use of special equipment allowance  
Smallpox and typhus

### **Ambulance staff**

Extended trained staff – paramedic allowances

### **Ambulance officers and control room assistants**

Extended trained staff – paramedic allowances

### **Ancillary staff**

Care of patients allowance  
Foul linen payments  
Qualification allowances  
Instructional pay  
Local flexibility additions e.g. slaughtering, post mortem fees, boiler scaling and flue cleaning and stoving

### **Administrative and clerical staff**

ADP allowances  
Proficiency allowances  
Pricers' allowance (PPA staff only)  
Computer assisted pricing allowance (PPA staff only)  
Authorising clerks allowance (Dental Practice Board only)  
Implementation annexes

### **Nursing and PAMs staff**

Treatment of sexually transmitted diseases (nurses)  
Nursing of patients with infectious communicable diseases (nurses)  
Student training allowance (PAMs)



Radiation protection supervisors' allowance (PAMs)  
Designated district physiotherapists (PAMs)  
Responsibility allowance for teacher principals in NHS schools of chiropody (PAMs)  
Blood transfusion team leaders' allowance (nurses)  
Geriatric lead (nurses)  
Psychiatric lead (nurses)

## **Allowances which relate to unsocial and flexible working patterns are:**

### **Maintenance staff**

On-call  
Re-call to work  
Rotary shifts  
Alternating shifts  
Night duty allowance

### **Ambulance Staff**

Stand-by  
Re-call to work

### **Ambulance officers and control room assistants**

Stand-by (ambulance officers only)  
Re-call to work  
Rotary shifts (control assistants only)  
Alternating shifts (control assistants only)  
Night duty allowance (control assistants only)  
Weekend working (control assistants only)  
Unsocial hours (ambulance officers only)

### **Ancillary staff**

On-call  
Re-call to work  
Rotary shifts  
Alternating shifts  
Night duty allowance

### **Administrative and clerical staff**

On-call  
Stand-by  
Shift payment  
Night duty allowance

### **Nursing and PAMs staff**

On-call  
Stand-by  
Special duty payments  
Sleeping in allowance (nurses)

### **PTB and S&P staff**

On-call (PTB)

Emergency duty commitments allowance (pharmacists)

S&P unsocial hours payments (locally determined)

**Leads and allowances which relate to recruitment and retention premia are:**

Chaplains' accommodation allowance

Special hospital lead

Regional secure unit lead

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# Annex 18: Withdrawal of nationally agreed recruitment and retention premia and transitional arrangements

1. In the transitional period following the introduction of Agenda for Change, a list of jobs was agreed for which there was prima facie evidence from both the work on the job evaluation scheme and consultation with management and staff representatives, that a premium was necessary to ensure the position of the NHS was maintained during the transitional period. The jobs concerned are listed in Table 18.

**Table 18**

<b>Type of post</b>
<b>Chaplains</b>
<b>Clinical coding officers</b>
<b>Cytology screeners</b>
<b>Dental nurses, technicians, therapists and hygienists</b>
<b>Estates officers/works officers</b>
<b>Financial accountants</b>
<b>Invoice clerks</b>
<b>Biomedical scientists</b>
<b>Payroll team leaders</b>
<b>Pharmacists</b>
<b>Qualified maintenance craftspersons</b>
<b>Qualified maintenance technicians</b>
<b>Qualified medical technical officers</b>
<b>Qualified midwives (new entrant)</b>
<b>Qualified perfusionists</b>

2. For staff requiring full electrical, plumbing or mechanical crafts qualifications, a single level of premium was specified (£3,277 as at 1 April 2010).

3. For chaplains, the premium was set locally at a level not less than the level of any accommodation allowance already in payment.

4. The Hartley Employment Tribunal determined that the NRRP in payment to maintenance craft workers was justified until 31 March 2011, but must cease after that date unless a review demonstrated continuing justification. The Tribunal also determined that any transitional protection would need to be justified.

5. The NHS Staff Council commissioned the Institute for Employment Studies (IES) to undertake an independent review of all the NRRP. The review recommended that all NRRP, including those paid to maintenance Implementation annexes Annex R: Withdrawal of National RRP craft workers and chaplains, should cease after 31 March 2011 or be converted to a local RRP, where appropriate.

## Transitional arrangements

6. All NRRP should cease for new starters from 1 April 2011 or be replaced by a local RRP, where it is considered to be appropriate. NRRP currently in payment should be protected for a transitional period of two years as follows:

- Year one: 100% - 100% of payment at current value;
- Year two: 50% - 50% of the payment at current value.

On 1 April 2013 all payments will cease, subject to the outcome of a Staff Council review demonstrating evidence to support continuation of a NRRP.

# Annex 19: Local appeals procedures (England)

## Model local appeals procedures

1. All employers should agree procedures with their local staff representatives for dealing with differences over the local application of the national agreement, to their individual pay and terms and conditions of service, including:

(i) the application of the system of unsocial hours payments;

(ii) the use of local recruitment and retention premia;

(iii) where applicable, the use of the NHS Knowledge and Skills Framework and Development Reviews;

(iv) the provision of support for training/development;

2. The procedure should provide that an employee who wishes to appeal must first attempt to resolve the issues of concern informally before recourse to these procedures. Therefore, as a first step, the problem should be discussed between the employee and management and, if wanted by the employee, a union representative.

3. If, during the informal stage, it is agreed after having considered the issues that the matter can be resolved without recourse to the appeal procedure, then they should confirm the agreement in writing. This agreement may include a recommendation that the case should be linked with a number of similar cases and dealt with by local review, rather than by individual appeal.

4. The informal review should establish in particular whether:

(i) the issue of concern is not based on incorrect information;

(ii) the issue of concern is not based solely on opposition to the clear terms of the agreement;

(iii) the issue of concern has already been determined (or is already under consideration) either by the NHS Staff Council, or on local review or in a preceding appeal in similar circumstances;

(iv) reasonable attempts have been made to first resolve the issue without recourse to an appeal.

5. Appeals may not be lodged more than six months after the employee was notified or could otherwise have reasonably been expected to be aware of the decision giving rise to the appeal.

6. Where an appeal proceeds it should commence with a statement in writing from the appellant. The appeal should then be heard using the locally agreed procedure. Organisations can use already established grievance procedures or develop a new system if deemed necessary.

7. The decision of the local appeal procedure is final and there will be no further levels of appeal. The local appeal panel or equivalent body may, however, consult the NHS Staff Council on the interpretation of this agreement before reaching a decision, and should do so where an issue of interpretation is material to the case and has not already been clarified by the Council.

8. The decision of a local appeals procedure does not establish any precedents beyond the organisation concerned.

## Job evaluations

9. There are separate protocols for locally resolving any disagreements that arise from the procedure for matching jobs against national job evaluation profiles, or from local job evaluations.

10. These protocols include provision for referring the matching decision or local evaluation to a second panel. There is no right of further appeal beyond the second panel.

11. These protocols are set out in the following Sections of the Job Evaluation Handbook:

(iii) Job Matching Procedure against National Job Evaluation Profiles;

(iv) National Protocol for Local Job Evaluations.

# Annex 19: Local appeals procedures (Scotland, Wales and Northern Ireland)

## Model local appeals procedures

1. All employers should agree procedures with their local staff representatives for dealing with differences over the local application of the national agreement, to their individual pay and terms and conditions of service, including:

- (i) the application of the system of unsocial hours payments;
- (ii) the use of local recruitment and retention premia;
- (iii) the use of the NHS Knowledge and Skills Framework and Development Reviews;
- (iv) the provision of support for training/development;
- (v) the progression of staff through pay band gateways.

2. The procedure should provide that an employee who wishes to appeal must first attempt to resolve the issues of concern informally before recourse to these procedures. Therefore, as a first step, the problem should be discussed between the employee and management and, if wanted by the employee, a union representative.

3. If, during the informal stage, it is agreed after having considered the issues that the matter can be resolved without recourse to the appeal procedure, then they should confirm the agreement in writing. This agreement may include a recommendation that the case should be linked with a number of similar cases and dealt with by local review, rather than by individual appeal.

4. The informal review should establish in particular whether:

- (i) the issue of concern is not based on incorrect information;
- (ii) the issue of concern is not based solely on opposition to the clear terms of the agreement;
- (iii) the issue of concern has already been determined (or is already under consideration) either by the NHS Staff Council, or on local review or in a preceding appeal in similar circumstances;
- (iv) reasonable attempts have been made to first resolve the issue without recourse to an appeal.

5. Appeals may not be lodged more than six months after the employee was notified or could otherwise have reasonably been expected to be aware of the decision giving rise to the appeal.

6. Where an appeal proceeds it should commence with a statement in writing from the appellant. The appeal should then be heard using the Implementation annexes Annex S: Local appeals procedures locally agreed procedure. Organisations can use already established grievance procedures or develop a new system if deemed necessary.

7. The decision of the local appeal procedure is final and there will be no further levels of appeal. The local appeal panel or equivalent body may, however, consult the NHS Staff Council on the interpretation of this agreement before reaching a decision, and should do so where an issue of interpretation is material to the case and has not already been clarified by the Council.

8. The decision of a local appeals procedure does not establish any precedents beyond the organisation concerned.

## Job evaluations

9. There are separate protocols for locally resolving any disagreements that arise from the procedure for matching jobs against national job evaluation profiles, or from local job evaluations.

10. These protocols include provision for referring the matching decision or local evaluation to a second panel. There is no right of further appeal beyond the second panel.

11. These protocols are set out in the following Sections of the Job Evaluation Handbook:

(i) Job Matching Procedure against National Job Evaluation Profiles;

(ii) National Protocol for Local Job Evaluations.



## Annex 20: Development of professional roles

1. The NHS Job Evaluation Scheme recognises that all healthcare professionals who have, as a base level, graduate qualification, evaluate sufficient to justify a different pay band. This means that it is very likely that they will be placed on pay band 5. Thereafter, most professionals will spend a period of several years in pay band 5, developing their role.

2. It is the case, thereafter, that for a minority of staff there is some divergence, as different professions follow different career pathways. There are also often different organisational structures in place to deliver healthcare.

3. There are groups of staff (such as midwives) who tend to move quickly to operate in roles that demand a level of autonomous decision making, in the overall delivery of care, that exceeds that normally associated with jobs allocated to pay band 5. Typically, these roles operate without the influence of other professional groups. Where supervision operates, it is generally management supervision and does not normally impinge upon clinical practice. In such circumstances job size should be reviewed no earlier than one year and no later than two years from the date of qualification, using the NHS Job Evaluation Scheme. If the evaluation demonstrates that the post holder's job weight is of sufficient size to move to the next pay band (pay band 6) this should be affected without the need for application for a post at a higher level. It is not expected that the review will be widespread practice as the majority of staff will work in circumstances in which there is regular clinical supervision and the delivery of care and treatment is subject to control or influence from other healthcare professionals. There is no facility for this provision to operate in any other part of the pay structure.<sup>1</sup>

# Annex 21 - 25

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## Annex 21: Arrangements for pay and banding of trainees

1. The NHS has a wide range of people described as trainees, working and studying within its services. The arrangements set out below describe how those trainees employed by the NHS should be dealt with.

2. Trainees fall into three broad categories:

(i) trainees studying and/or working in the NHS, who are already in possession of qualifications at a high level. Such staff are often studying for a higher level qualification and

undertaking a role that can be assessed using the NHS Job Evaluation Scheme. An example of this category is a trainee psychologist;

(ii) trainees who are undertaking a short period of learning on the job, usually less than 12 months. Typically, these staff enter whilst undertaking the role. This type of trainee can also be evaluated using the NHS Job Evaluation Scheme. If profiles for this role exist, the lowest banded profile will be appropriate. During the period of traineeship the post holder should not move through the KSF foundation gateway when this is in use in an organisation. An example of this type of trainee is a trainee secretary;

(iii) trainees who enter the NHS and undertake all their training whilst an employee. Typically, these staff develop their knowledge and skills significantly during a period of time measured in years. Given the significant change in knowledge and skills during the training period the use of job evaluation is not appropriate. Pay should be determined as a percentage of the pay for qualified staff.<sup>1</sup>

3. For trainees covered by paragraph 2(iii), where periods of training last for between one and four years, pay will be adjusted as follows:

(i) up to 12 months prior to completion of training: 75 per cent of the pay band maximum of the fully qualified rate;

(ii) more than one but less than two years prior to completion of training: 70 per cent of the pay band maximum of the qualified rate;

(iii) more than two but less than three years prior to completion of training: 65 per cent of the pay band maximum for the qualified rate;

(iv) more than three years from completion of training: 60 per cent of the pay band maximum for the qualified rate.

4. Starting pay for any trainee must be no less than the rate of the main (adult) rate of the National Minimum Wage. Where the calculation above results in the National Minimum Wage being payable for year two and beyond, an addition to pay should be made on top of the minimum wage. The addition should be equal to the cash value of the difference between the percentages of maximum pay in the year of payment and the previous year. For example, the supplement in payment in year two would be the value of 65 per cent of pay band maximum minus 60 per cent of maximum pay for the band.

5. On assimilation to the pay band following completion of training, the trainee should enter either on the first pay point of the appropriate pay band or the next pay point above their training salary.

# Annex 22: Scotland's partnership information network policies (Scotland)

## Partnership information network (PIN) policies

There are currently 16 PIN policies:

- Embracing equality, diversity and human rights in NHSScotland
- Dealing with employee grievances in NHS Scotland
- Equal opportunities policies
- Facilities arrangements for trade unions and professional organisations
- Gender based violence
- Implementing and reviewing whistleblowing arrangements in NHS Scotland
- Management of employee capability
- Management of employee conduct
- Managing health at work
- Personal development planning and review
- Preventing and dealing with bullying and harassment in NHS Scotland
- Redeployment
- Safer pre and post employment checks
- Secondment
- Supporting the work-life balance
- Use of fixed-term contracts within NHS Scotland

The existing PIN policies are being reviewed to ensure they are legislatively up to date and reflective of best practice. For further information, check Scotland's Staff Governance website:

[www.staffgovernance.scot.nhs.uk/partnership/partnership-information-network](http://www.staffgovernance.scot.nhs.uk/partnership/partnership-information-network)

# Annex 23: Pay progression (England and Wales\*1)

1. Incremental pay progression for all pay points will be conditional upon individuals demonstrating that they have the requisite knowledge and skills/competencies for their role and that they have demonstrated the required level of performance and delivery.<sup>2</sup> This annex sets out the principles and criteria for determining local incremental progression policies.<sup>3</sup> Expectations around standards and performance, and how these will be measured, should be made clear.

## Principles

2. The following principles will inform the development of local incremental progression policies:

(i) local appraisal, performance and development reviews will need to be consistent with the employer's local objectives and the NHS Constitution for England or the equivalent statements of principles/values in the other UK countries (see paragraph 8, Principles and Partnership);

(ii) local performance and pay progression policies should be developed in partnership;

(iii) regular appraisal, performance and/or development reviews will continue to be the basis for determining whether an individual has met the standards required of them locally for pay progression, as set out in their local policies;

(iv) all those staff demonstrating and applying the required levels of performance and delivery consistently during the performance review period will benefit from incremental pay progression;

(v) in assessing an individual's performance, an organisation may consider not just whether the objectives have been achieved (or not) but also how they are achieved<sup>4</sup>;

(vi) local systems must be consistent with the criteria set out in paragraphs 3 and 4;

(vii) progression into the annually earned pay points, the last two pay points in pay bands 8C, 8D and 9, will be available to all members of staff in these bands subject to the criteria set out in this Annex;

(viii) individuals will have the right to seek a review of any decision where the required level of performance is deemed not to have been met<sup>5</sup>;

(ix) local systems must be equality assessed before implementation;

(x) should apply equally to all staff covered by this agreement; and

(xi) every line manager undertaking appraisal should have access to appropriate training and development in relation to undertaking appraisal and their equality responsibilities.

## Criteria for local schemes<sup>6</sup>

3. Organisations will need to operate an effective process for objective, evidence based performance appraisal, development and review, recognising team work wherever this is appropriate. Individual performance will need to be monitored throughout the year so that under performance is identified by all concerned and addressed appropriately as soon as possible. Local schemes for pay progression will take account of the following:

(i) the KSF/other relevant competency frameworks will continue to be the basis for the annual systems of review and development for staff;

(ii) information on performance throughout the year will need to be taken into account in the performance appraisal and development review process, so that undue influence of experiences close to the review are avoided. Timely recognition of accomplishment (or feedback about poor performance) is more effective/motivational. Managers and staff will need to build a picture of performance during the course of the review period;

(iii) in assessing an individual's performance, line managers should be mindful of factors that have been outside the control of individual staff<sup>7</sup>;

(iv) some organisations may wish to adopt team performance measures for some staff groups which could be linked to team indicators of quality of patient care. If this is part of the local solution those involved should consider whether these measures will need to be combined with individual performance assessment;

(v) local arrangements for determining pay progression, including through the last two annually earned incremental points in pay bands 8C, 8D and 9, will need to be jointly discussed, based on this guidance, and adequately communicated to all staff so that they fully understand the operation of the process and the role everyone plays in it.

4. In addition local schemes will need to:

(i) minimise the administrative burden on all staff;

(ii) be as simple as possible and focused on organisational values and objectives linked to patient care;

(iii) be jointly monitored and reviewed regularly<sup>8</sup>;

(iv) provide appropriate training and support for staff who fail to meet performance requirements.

5. The views of patients and colleagues may be used to inform performance reviews e.g. 360-degree tools and survey results may be helpful. Views of other managers and other staff can

broaden, inform and validate line manager and staff experiences.

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<sup>1</sup> In Wales this Section is part of a three year agreement. It applies there until 31 December 2017.

<sup>2</sup> See the question and answer guidance in Annex 28 (England and Wales).

<sup>3</sup> See the question and answer guidance in Annex 28 (England and Wales).

<sup>4</sup> See the question and answer guidance in Annex 28 (England and Wales).

<sup>5</sup> See the question and answer guidance in Annex 28 (England and Wales).

<sup>6</sup> See the question and answer guidance in Annex 28 (England and Wales).

<sup>7</sup> See the question and answer guidance in Annex 28 (England and Wales).

<sup>8</sup> See the question and answer guidance in Annex 28 (England and Wales).

*Pay circular (AforC) 1/2016: amendment number 36*

# Annex 24: Guidance on workforce reprofiling (England and Wales\*1)

1. This annex is intended to support organisations undertaking workforce re-profiling by highlighting how the NHS Staff Council agreement can support organisational, service and workforce change, including the development of new roles. It provides advice on how the principles and processes of the NHS Job Evaluation (JE) Scheme can assist organisations in developing and implementing new ways of working and revised job principles locally and how local partnerships can benefit from the Staff Council agreement.

## Core principles

2. Re-profiling is a means of examining the content of job roles within a team or a patient pathway to determine the most efficient distribution of bandings needed to deliver the required service. Re-profiling should be undertaken in line with the following principles:

(i) as a joint exercise between the managers and staff working in that function and with the involvement of their Trade Union representative(s);

(ii) all functions across the organisation should be subject to re-profiling on a regular basis to ensure that the potential efficiencies within a system are identified. Explicit and documented consideration may need to be given to Extended Scope Practitioner roles, non-medical Consultant roles, and New Ways of Working;

(iii) the process and time frame for undertaking re-profiling (either across the whole workforce or within particular functions) should normally be agreed with staff and their representative(s) from the beginning of the review process;

(iv) all roles within a function should be subject to re-profiling, not just those in the most populous pay bands and should also include staff outside groups covered by Agenda for Change;

(v) the re-profiling exercise should look first at the skills, tasks and responsibilities needed to carry out roles rather than the bands required;

(vi) it should not be assumed that re-profiling will automatically result in a lower distribution of bands, a re-profiling exercise may well confirm that the current distribution of tasks and roles is the most efficient possible to deliver a clinically safe service to the expected standards of quality;

(vii) the re-profiling exercise should be supported by and comply with the processes and guidance contained in the NHS Job Evaluation Scheme (or the appropriate system for staff



outside Agenda for Change groups);

(viii) before the re-profiling starts, agreement should normally be sought with staff and their representatives about the principles for managing the transition to any new structure, in line with the principles in 3 (i) to 3 (ii) below;

(ix) where a workforce re-profiling exercise results in a member of staff being paid at a lower pay band, as established through job evaluation, then the member of staff should see a commensurate change in their role (or the work they undertake).

## Practical implications

3. If a re-profiling exercise highlights that a different distribution of roles within a function could deliver a safe service to the expected standard of quality, the proposed new structure should be considered in light of the following:

(i) **Does the proposed re-distribution of roles pose any risk to good practice?** A risk assessment of the new structure should be undertaken at an early stage of the exercise. A check should be made of the relevant professional codes of conduct and ethics (including those for non-clinical job groups) in addition to agreed local policies or protocols, to ensure that removing a task and/or group of tasks from a role does not compromise good practice or pose risks to patient care. There is a requirement on Employers to identify the precise differences between the jobs and make an explicit statement of what will no longer be done or done differently under the new structure.

(ii) **What AfC Bands will the new roles be in?** Revised job documentation for all roles should be put through the established joint job matching/evaluation process consistent with the Job Evaluation Handbook.

(iii) **Has the proposed structure been subject to consultation with staff?** As well as being actively involved in the re-profiling exercise, staff should be made aware of the timing for, and encouraged to respond to, the relevant formal consultations on the proposed structure and new ways of working.

(iv) **Do the changes have any discriminatory impact?** The potential impact of the re-profiled structure on different groups of staff/patients/service users should be assessed using the agreed local procedure.

(v) **Are staff prepared for an expansion or diminution of their role and/or to undertake new roles with new competencies?** Plans should be put in place to ensure that staff undertaking new tasks are fully trained before the commencement of their new duties.

(vi) **Is it obvious what each member of the team is responsible for and who is providing supervisory support?** Clear lines of accountability and governance should be identified within the function and any elements of risk clearly highlighted and appropriate action agreed. Registered staff have a duty to ensure that staff to whom they are delegating tasks are appropriately trained and can deliver the task to the expected standard.

4. Principle 2 (viii) above identifies that local partnerships should seek to agree a process for managing the transition to new structures. In cases where the re-profiling exercise identifies that fewer staff are needed at particular pay bands, local partnerships will need to apply the

following principles:

(i) natural wastage should normally be the preferred means by which the number of posts are reduced;

(ii) if it is not anticipated that there will be natural wastage of a level sufficient to move to the new structure within the agreed time frame, agreement should be reached on plans to apply the relevant process for consultation on redundancy (see Section 16 (England) or Section 16 (Scotland, Wales and Northern Ireland) or, in cases where more staff are required to work at lower bands, to agree the process for redeployment to new roles.

5. Where staff move to a post at a lower level in the revised structure, the local organisational change policy or a local agreement will apply. In the absence of such a policy, local partnerships should seek to agree an appropriate period during which the higher rate of pay will be protected (see paragraph 19.1).

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<sup>1</sup> In Wales this Section is part of a three year agreement. It applies there until 31 December 2017.  
*Pay circular (AforC) 1/2015: amendment number 35*

# Annex 25: Arrangements for general and public holidays over the Christmas and New Year holiday periods

**Table 19**

When 25 December falls on a Friday		
Friday 25 December	The provisions for work on a public holiday apply	Except that any employee working on 25, 26 and 28 December will be entitled to two public holidays. Any employee working on all four of these days will be entitled to a maximum of two public holidays and one "Sunday".
Saturday 26 December	The provisions for work on a public holiday apply	
Sunday 27 December	The provisions for work on a Sunday apply	
Monday 28 December	The provisions for work on a public holiday apply	
Friday 1 January	The provisions for work on a public holiday apply	

**Table 20**

When 25 December falls on a Saturday		
Saturday 25 December	The provisions for work on a public holiday apply	Except that any employee working on 25, 27 and 28 December will be entitled to a maximum of two public holidays. Any employee working on 25, 26 and 27 December or on 26, 27 and
Sunday 26 December	The provisions for work on a public holiday apply	
Monday 27 December	The provisions for work on a public holiday apply	

Tuesday 28 December	The provisions for work on a public holiday apply	28 December or on all four of these days will be entitled to a maximum of two public holidays and one "Sunday".
Saturday 1 January	The provisions for work on a public holiday apply	Except that an employee working on 1 and 3 January will be entitled to a maximum of one public holiday. Any Employee working on all three of these days will be entitled to one public holiday and one "Sunday".
Sunday 2 January	The provisions for work on a Sunday apply	
Monday 3 January	The provisions for work on a public holiday apply	

**Table 21**

<b>When 25 December falls on a Sunday</b>		
Saturday 24 December	The normal provisions for work on a Saturday apply	
Sunday 25 December	The provisions for work on a public holiday apply	Any employee working on all three of these days will be entitled to a maximum of two public holiday and one "Sunday".
Monday 26 December	The provisions for work on a public holiday apply	
Tuesday 27 December	The provisions for work on a public holiday apply	
Sunday 1 January	The provisions for work on a public holiday apply	Except that any employee working on both of these days will be entitled to a maximum of one public holiday and one "Sunday".
Monday 2 January	The provisions for work on a public holiday apply	

1. Staff will be entitled to the rate of pay which would normally apply to public holiday working.

2. Local partnerships are free to vary these provisions to meet local operational needs, so long as there are no more than three public holidays in the combined Christmas and New Year holiday period.

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*Pay circular (AforC) 3/2013: amendment number 29*

# Annex 26 - 29

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## Annex 26: Managing sickness absences - developing local policies and procedures

1. The management of ill health within the NHS is challenging, but provides opportunities to improve the overall health and wellbeing in the workplace, which will ultimately boost organisational productivity and support service improvements for patients.
2. The arrangements set out in this annex are intended to support employers and staff in the management of sickness absence and in managing the risk of premature and unnecessary ill health retirements. It is intended that employers will amend, in partnership with local staff sides, their local policies and procedures consistent with the provisions of this agreement.

**Amendment number 38**

3. This agreement details the responsibilities of both staff and employers in the management of ill health in the NHS.

4. This annex should be read in conjunction with:

- Section 14: Sickness Absence
- Section 30: General statement on Equality and Diversity
- Section 32: Dignity at Work
- Section 34: Flexible working arrangements

## Local sickness absence procedures

5. Effective partnership working is crucial in achieving the effective management of sickness absences. Employers therefore, in partnership with local staff side representatives, should ensure that their local sickness absence procedure and working arrangements incorporate the minimum standards set out below, to minimise the risk of premature and unnecessary ill health retirements. This will ensure that, where possible, staff are able to continue working despite experiencing periods of ill health or disability. **The minimum standards are:**

**Legal responsibilities;** including mutual responsibilities of employers and staff to comply with health and safety requirements, reporting of injuries and dangerous occurrences (RIDDOR), disability discrimination and other relevant legislation.

**Key employer responsibilities;** employers are expected to:

- communicate appropriately with absent staff
- manage absences under the locally agreed sickness absence procedure
- provide support and advice through the use of occupational health services where appropriate
- develop reporting arrangements, recognising that high levels of sickness absence are a financial risk to the organisation
- have appropriate management systems in place to collect good quality data on sickness absence
- in partnership with Trade Union representatives, regularly monitor and review arrangements to identify where and how policies can be improved.

**Key employee responsibilities;** employees are expected to:

- ensure regular attendance at work
- communicate appropriately with their employer when absent from work
- co-operate fully in the use of the locally agreed sickness absence procedures.

6. Partnership arrangements should also ensure the regular monitoring and review of local policies and procedures is undertaken, to identify where and how policies can be improved.

## Key elements of local procedures

## Absence reporting

7. Local policies should define how and when staff notify their employer of their sickness absence.

8. Early notification that the absence is work related will enable an employer to make a timely determination of future injury allowance entitlement, as defined in Section 22.

## A structured review process

9. Regular reviews should be carried out to assess and monitor staff when they are off sick, and determine what action is needed at each stage.

Where a member of staff is unlikely to return to work this would culminate in a final review where a decision on the appropriate way forward is made i.e. return to substantive employment or redeployment or termination of contract. It is assumed that as part of this process, that reasonable adjustments have been considered. Medical evidence should be made available to support the review process and occupational health advice should be sought on the likelihood of:

- the prospects of a likely return to the previous employment with or without adjustments
- a phased return with or without a need for adjustments
- redeployment
- a successful ill health retirement application.

## Early interventions

10. In order to avoid premature and unnecessary ill health retirements employers should also consider the following interventions as early as is practically possible and at the latest within one month of an employee going sick:

- rehabilitation – identifying appropriate ways of supporting staff to remain in work or return to work at the earliest opportunity, through intervention with appropriate treatment. This will mean providing staff with direct access through appropriate dedicated resources, such as physiotherapy and cognitive behavioural therapy
- phased return - enabling staff to work towards fulfilling all their duties and responsibilities within a defined and appropriate time period, through interim flexible working arrangements, whilst receiving their normal pay
- redeployment - enabling the retention of staff unable to do their own job through ill health or injury as an alternative to ill health retirement or termination. Staff should be made aware of the provisions within the NHS Pension scheme to assist this process through “step down and wind down” arrangements
- sick pay entitlements – review and decision dates should be determined taking account of the individual's sick pay entitlements and there should be a review before their sick pay ends. Procedures should make reference to the injury allowance provisions as detailed in Section 22 and the amended NHS Injury Benefit Scheme



regulations (2013);

- occupational health support – Occupational health services have a responsibility to provide advice and support to both the individual and the employer. Line managers should seek advice on long term sickness cases from their occupational health service as early as reasonably practical. Individuals may also self-refer for advice and support about the best way of seeking a return to work.

## Termination

11. Where termination of the contract of employment on the grounds of incapacity is considered, all reasonable efforts should be made to obtain appropriate medical evidence via the occupational health service, including occupational health advice on the likely outcome of a successful ill health retirement application. Before a decision to terminate is made all other options should meaningfully be considered, including:

- rehabilitation;
- phased return;
- a return to work with or without adjustments;
- redeployment with or without adjustments.

12. Contractual notice must be given to a member of staff whose contract is being terminated on grounds of ill-health.

# Annex 27: Principles and best practice of partnership working

1. To deliver partnership working successfully it is important to develop good formal and informal working relations that build trust and share responsibility, whilst respecting difference. To facilitate this, all parties commit to adopt the following principles in their dealings with each other:

- building trust and a mutual respect for each other's roles and responsibilities;
- openness, honesty and transparency in communications;
- top level commitment;
- a positive and constructive approach;
- commitment to work with and learn from each other;
- early discussion of emerging issues and maintaining dialogue on policy and priorities;
- commitment to ensuring high quality outcomes;
- where appropriate, confidentiality and agreed external positions;
- making the best use of resources;
- ensuring a "no surprise" culture.

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**THE NHS STAFF  
COUNCIL**  
**WORKING IN PARTNERSHIP**

# Annex 28: Guidance on frequently asked questions (FAQs) (England and Wales\*1)

1. The Agenda for Change partners will make every effort to continue to support, encourage and promote a partnership approach to the operation of the pay system at local level.
2. The agreement to work in partnership to deliver an NHS pay system which supports NHS service modernisation and meets the reasonable aspirations of staff should, therefore, be replicated at local level.
3. This guidance has been jointly agreed in partnership by the NHS Staff Council Executive and is intended to help in situations where, locally, the joint partners have not so far been able to agree a suitable way forward.

These answers reflect the final Agenda for Change agreement. They were previously published on the Agenda for Change website.

4. Questions relating to the NHS job evaluation scheme are in the NHS Job Evaluation Handbook.

## Part 2: Pay

### Part 2: Section 1 (England and Wales): Pay Structure

#### Paragraph 6

##### Footnote number 3

**Where a post holder's role has been determined (based on one contract of employment) and it includes specialist responsibilities – is it permissible for an employee to be paid at the specialist pay band on days when they do specialist duties and at a lower pay band when they do not?**

No, the higher specialist pay band applies for all of their service. If you have any queries about specific circumstances, please contact the joint secretaries.

### Part 2: Section 1 (England and Wales): Pay Structure

#### Paragraph 7

##### Footnote number 4

**Which senior managers in England and Wales are covered by Agenda for Change?**

The NHS Terms and Conditions of Service Handbook makes clear that there will be separate arrangements for senior managers working in the NHS. The Agenda for Change provisions will be available to all other managers.

## Part 2: Section 1 (England and Wales): Pay Structure

### Paragraph 7

#### Footnote number 5

#### **Flexibility on senior posts - how would staff above 630 job evaluation points be moved from Agenda for Change?**

Employers would need to do this in a way that is transparent and consistent with equal pay legislation, and in line with the Staff Council's guidance contained within the Job Evaluation Handbook.

## Part 2: Section 1 (England and Wales): Pay Structure

### Paragraph 9

#### Footnote number 6

#### **Can incremental progression be withheld in organisations where there is no system in place for development review/appraisal?**

No; appraisal/performance review arrangements would need to be in place.

## Part 2: Section 1 (England and Wales): Pay Structure

### Paragraph 9

#### Footnote number 6

#### **What happens to preceptorship as a concept? Is it still in place?**

Preceptorship remains in place but the provision for accelerated pay progression, two increments in year one, is removed.

## Part 2: Section 1 (England and Wales): Pay Structure

### Paragraph 9

#### Footnote number 6

#### **What happens if I start a programme of preceptorship before 31 March 2013 (before 1 January 2015 in Wales) and this programme continues after 31 March 2013 after 1 January 2015 in Wales)?**

The link between preceptorship and an additional incremental pay point, upon the successful completion of a preceptorship programme, is removed from amendment number 28 of the NHS terms and conditions of service handbook (from the 31 March 2013, 1 January 2015 in Wales). For those staff who started their preceptorship programme under amendment number 27 of the handbook (prior to the 31 March 2013; 1 January 2015 in Wales), the expectation is that upon successful completion they will be awarded an additional

incremental pay point. This means that these staff will pass through pay spine points 16 and 17 in their preceptorship year.

## Part 2: Section 1 (England and Wales): Pay Structure

### Paragraph 12

#### Footnote number 7

#### How do the annually earned incremental points work?

This will affect staff approaching the top points of pay bands 8c, 8d and 9 who will have to annually earn the top two increments, meaning that an increment could be removed if they do not pass their appraisal. The pay points which will be annually earned in this way will be spine points: 45 and 46, 49 and 50 and 53 and 54.

## Part 2: Section 1 (England and Wales): Pay Structure

### Paragraph 12

#### Footnote number 8

#### What about staff already on the top points of 8c, 8d and 9?

These staff will not drop below their current pay point. Staff already (as at 31 March 2013, 1 January 2015 in Wales) on pay points 45 and 46, 49 and 50, 53 and 54, will be protected.

## Part 2: Section 2 (England and Wales): Maintaining round the clock services

### Paragraph 4

#### Footnote number 2

#### Do the provisions for unsocial hours payments in Annex 5 apply just to staff working on ambulances or to all staff?

Paragraph 2.4 makes clear that the arrangements in Annex 5 should apply to ambulance staff (i.e. those who would have been subject to the provisions of the Ambulance Whitley Council had they been on national contracts).

## Part 2: Section 3: Overtime payments

### Paragraph 3

#### Footnote number 1

#### Under Agenda for Change when does overtime start for a part-time member of staff?

For staff working a portion of the standard 37.5 hours, overtime starts when these staff work over 37.5 hours (paragraph 3.3).

## Part 2: Section 4: Pay in high cost areas

## **Paragraph 7**

### **Footnote number 1**

**Where a member of staff is in receipt of a COLs based RRP (4.7 and is promoted within the same Trust does he or she retain the RRP?**

Yes, providing the person is still in a staff group meeting the eligibility criteria.

## **Part 3: Terms and conditions**

### **Part 3: Section 12: Contractual continuity of service**

#### **Paragraph 2**

##### **Footnote number 1**

**Is previous health care service abroad, including service in the health services of the member states of the European Union, relevant?**

Employers are required to implement Agenda for Change and their own policies in a way that complies with EU law and which is not discriminatory. Agenda for Change allows for previous NHS service with a different employer to be taken into account for the purpose of calculating annual leave. It also contains (at paragraph 12.2) a discretion to take relevant non-NHS experience into account.

12.2 Employers have discretion to take into account any period or periods of employment with employers outside the NHS, where these are judged to be relevant to NHS employment.

Relevant experience outside the NHS may include previous employment abroad or in the health services of another Member State of the European Union. It is important that this is included when employers consider "*service with employers outside the NHS*" when deciding whether to exercise the discretion to increase annual leave entitlement.

The exercise of discretion in paragraph 12.2 is a local matter. However it is important that any decision is made in a fair, transparent and non-discriminatory way. An employer should be able to demonstrate that it has given due consideration to any equivalent service in another country and that such consideration was part of the process in deciding whether or not to award additional annual leave in each case, as set out under Section 12.2 of the NHS Terms and Conditions of Service Handbook.

Employers are required to exercise their discretion in accordance with the legal framework, as required by the Equality Act 2010; and by Article 45 of the Treaty on the Functioning of the European Union and Article 7, paragraph 1, of the Regulation (EU) No 492/2011 on freedom of movement for workers within the Union, which prohibit discrimination between EU workers as regards conditions of employment and work.

A number of judgements from the Court of Justice of the European Union (CJEU) have addressed the issue of recognition of experience and seniority gained in the public service of another Member State, for example: *Commission v Italy* [Case C-371/04, ECLI:EU:C:2006:668]; *Kobler* [Case C-224/01, ECLI:EU:C:2003:513].

#### **Amendment number 38**

The views of the Commission regarding recognition of professional experience and seniority are set out in the Commission Staff Working Document "Free movement of workers in the public sector", SEC(2010)1609, of 14 December 2010.

#### **Paragraph 4**

#### **Footnote number 2**

**When calculating entitlements to annual leave should I take account of a single period of previous service or should I aggregate several periods?**

An employer must include all reckonable service when calculating annual leave entitlement (12.1 and 12.4). Paragraph 12.2 gives discretion to employers to decide what previous (non-NHS) employment can count towards annual leave entitlement.

## **Part 3: Section 13: Annual leave and general public holidays**

#### **Paragraph 1, Table 6: Leave entitlements**

#### **Footnote number 1**

**What happens to my two public holiday days when Easter is in March and when, therefore, if Easter was in April the previous year, I have already had two days for Easter in the current twelve-month period?**

The Agenda for Change annual leave and general public holiday entitlements are set out in Section 13. In normal circumstances all staff are entitled to 8 general public holidays in a twelve-month period. Sometimes Easter will fall in March. This may mean that in some organisations there will, in effect, be two Easter holidays in the same twelve-month period. In such circumstances the local partners will need to decide on the appropriate action to take. Pragmatically, this might mean anticipating the two public holidays falling in the next twelvemonth period.

## **Part 3: Section 13: Annual leave and general public holidays**

#### **Paragraph 4**

#### **Footnote number 2**

#### **Paragraph 4**

#### **Footnote number 2**

**Does paragraph 13.4 provide an entitlement to equivalent time off at plain time rates, plus the appropriate payment, on top of the standard entitlement to 8 general and public holidays (see Table 6)?**

No – paragraph 13.4 preserves the right to 8 general public holidays. It does not provide additional entitlements.

## Part 3: Section 13: Annual leave and general public holidays

### Paragraph 4

#### Footnote number 2

#### **How is pay and time off in lieu (TOIL) calculated when staff work on general public holidays?**

Staff required to work or to be on-call on a general public holiday are entitled to time off in lieu at plain time rate in addition to the appropriate payment for the duties undertaken (paragraph 13.4). Staff who are required to work more than 60 hours (8x7.5 hours) on general public holidays, in their personal leave year, will receive TOIL at plain time rate for all of the hours worked and the appropriate payment for all of the hours worked. The 60 hour threshold will be set on a pro-rata basis for part-time staff. E.g. if staff were required to work 70 hours per year on public holidays they would receive 70 hours TOIL, plus the appropriate payment. Staff who volunteer to work more than 60 hours in their personal leave year will receive TOIL at plain time rate up to the 60 hour threshold and the appropriate payment for the duties they undertake. For any time worked over the 60 hour threshold they will receive payment only. Guidance on what to do when Easter falls in March and entitlements to public holiday leave exceed 8 days in a leave year is in another question and answer.

## Part 3: Section 13: Annual leave and general public holidays

### Paragraph 5

#### Footnote number 3

#### **Which staff (working non-standard shifts), under 13.5, would require their annual leave to be calculated in hours?**

“Where staff work standard shifts other than 7.5 hours excluding meal breaks, annual leave and general public holiday entitlements should be calculated on an hourly basis to prevent staff on these shifts receiving more or less leave than colleagues on standard shifts.” This applies to all staff working standard shifts other than 7.5 hours, excluding meal breaks.

## Part 3: Section 14 (England and Wales): Sickness absence

### Paragraph 4

#### Footnote number 2

#### **Who is exempt from changes to the unsocial hour's sickness absence payments?**

This agreement will not affect staff on pay spine points 1 – 8. This includes staff in pay bands 1 and 2 and up to the third pay point of pay band 3. Staff that are injured or contract a disease as a result of their work are also excluded.



## Part 3: Section 14 (England and Wales): Sickness absence

### Paragraph 4

#### Footnote number 3

#### Are on-call allowances and on-call payments included in pay during sickness absence?

Paragraph 14.4 allows on-call allowances and payments to be included in pay during sickness absence only for staff on pay spine points 1 to 8 and those absent due to a work related injury or disease, contracted in the actual discharge of their duties. This will include on-call allowances and on-call payments where these are normally paid at regular intervals. An allowance which is paid only occasionally will not count.

## Part 3: Section 14 (England and Wales): Sickness absence

### Paragraph 4

#### Footnote number 4

#### How is the reference period for calculating sick pay for staff on pay spine points 1 to 8 determined under Section 14 (England and Wales)?

This is the average pay for the three month period ending on the day before an employee commences sickness absence – or any other locally agreed reference period.

## Part 3: Section 14 (England and Wales): Sickness absence

### Paragraph 5

#### Footnotes number 5 and 6

#### From what date will the change to sickness pay start?

The changes to sickness pay will start from the 31 March 2013 (1 January 2015 in Wales). A sickness absence that straddles this implementation date will have sick pay paid at basic salary level, inclusive of any high cost area supplement, for any absence post the implementation date. Employers have discretion to extend the period of sick pay on full or half pay (see paragraph 14.13 in Section 14 (England and Wales)).

## Part 3: Section 19: Other terms and conditions

### Paragraph 1

#### Footnote number 1

#### What happens to MUFTI allowances in Agenda for Change?

There is no national provision for this within Agenda for Change. MUFTI is not part of the

evaluation scheme and is, therefore, not an allowance replaced by the scheme. It is our view that any discussion on the provisions of MUFTI allowances are for local partnerships. The partners to any such discussion should give careful consideration to the equal pay implications of any MUFTI provisions that they might contemplate.

## Part 3: Section 19: Other terms and conditions

### Paragraph 1

#### Footnote number 1

**What happens when local partnerships are not able to reach agreement on “other” terms and conditions of service not covered in the NHS Terms and Conditions of Service Handbook (see paragraph 19.1)?**

Paragraph 19.1 of the Handbook states “Other terms and conditions not covered in this Handbook will be determined locally following consultation with staff representatives with a view to reaching agreement on such terms and conditions or any changes to them (see Annex 15).” In the absence of a local agreement the previous contractual arrangements for those on national contracts will apply.

## Part 3: Section 22: Injury allowance

### Paragraph 4

#### Footnote number 2

**What guidance will be produced on how sickness and injury is judged to be work related?**

Section 22 of the NHS terms and conditions of service handbook says that the attribution of injury, illness or other health condition will be determined by the employer who should seek appropriate medical advice. Accompanying Section 22 the Staff Council has published Supporting guidance for the introduction of the new injury allowance.

## Annexes: Annex 13: Lease vehicle policies

### Paragraph 3

#### Footnote number 1

**What happens if an employer's offer of a lease car is dependent on the employee also accepting a salary sacrifice scheme?**

The national agreement does not mention this situation in Annex 13. Local partnerships looking to link lease cars and salary sacrifice schemes should consider carefully the future implications for pay and tax. Salary sacrifice depends on remuneration being given up before it is treated as received for tax and NICs and it must be that the employee receives lower cash remuneration and a benefit. Salary sacrifice may impact on an employee's pay and conditions such as maternity and paternity pay as well as sickness entitlement and pensionable pay. It can also affect state benefits, including pension and tax credits. Whilst there may be mutual benefits to employers and employees in agreeing salary sacrifice, due to their impact it would not be reasonable to treat a refusal to accept a lease car on such

terms as an unreasonable refusal. In these circumstances staff should be reimbursed to the standard rate for miles travelled. Information about salary sacrifice is on the [HMRC web site](#) including the advice that local partnerships of employers and employees ". . . would be well advised to obtain legal advice on whether their proposed arrangements achieve their desired result".

## Implementation annexes: Annex 20: Development of professional roles

### Paragraph 3

#### Footnote number 1

**Does the provision for movement into pay band 6 apply to staff groups other than midwives?**

This provision is not restricted to midwives. Annex 20 applies to all staff groups meeting the criteria in paragraph 3. In the circumstances described, job size should be reviewed no earlier than one year and no later than two years from the date of qualification, using the NHS Job Evaluation Scheme.

## Implementation annexes: Annex 20: Development of professional roles

### Paragraph 3

#### Footnote number 1

**Will guidance be provided (in partnership) in respect of the application of paragraph 3 other than that which is already described?**

There are no plans for further guidance on Annex 20.

## Implementation annexes: Annex 20: Development of professional roles

### Paragraph 3

#### Footnote number 1

**Do the provisions for incremental pay point progression in Section 1 (England and Wales) change the arrangements for progression from pay band 5 to pay band 6 in Annex 20?**

No, the provisions for incremental pay point progression in Section 1 (England and Wales) do not relate to the development of professional roles in Annex 20 and would not, for example, change the way that groups of staff such as midwives can progress to band 6 after their first year of supervised practise.

## Implementation annexes: Annex 23 (England and Wales): Pay progression

## **Main heading**

### **Footnote number 2**

#### **What will local pay progression schemes contain?**

The new Annex 23 (England and Wales) on pay progression will set out the principles for locally agreed appraisal objectives and criteria.

## **Implementation annexes: Annex 23 (England and Wales): Pay progression**

### **Paragraph 1**

#### **Footnote number 3**

#### **From what date will the changes to incremental progression take place?**

Employers will be able to start updating their appraisal and pay progression policies, in line with Annex 23, from 31 March 2013 and from 1 January 2015 in Wales.

## **Implementation annexes: Annex 23 (England and Wales): Pay progression**

### **Paragraph 1**

#### **Footnote number 4**

#### **Will quotas apply to incremental progression?**

No; the expectation would be that staff progress through their pay band if they meet their performance standards set out by their employer.

## **Implementation annexes: Annex 23 (England and Wales): Pay progression**

### **Paragraph 2(v)**

#### **Footnote number 5**

#### **What is considered when assessing performance at work?**

In assessing an individual's performance, an organisation may consider not just whether the objectives have been achieved (or not) but also how they are achieved. This should be undertaken in a transparent manner with a right to appeal a decision that results in a pay increment being withheld or removed. Annex 23, paragraph 1 is clear, that expectations around standards and performance, and how these will be measured, should be made clear.

## **Implementation annexes: Annex 23 (England and Wales): Pay progression**

### **Paragraph 2(viii)**

#### **Footnote number 6**

#### **Would I be able to challenge a decision that I had not met the required standard of performance?**

Yes, your employer would have to tell you in plenty of time that you had not met the required performance standard and as a result that you were likely to have your incremental progression withheld. The employer would give you the chance not suffer any detriment as a result of the initial decision.

## **Implementation annexes: Annex 23 (England and Wales): Pay progression**

#### **Paragraph 2(viii)**

#### **Footnote number 6**

#### **What happens if I do not accept that my performance is unsatisfactory?**

Your local policy will set out how the appeal system will work.

## **Implementation annexes: Annex 23 (England and Wales): Pay progression**

#### **Secondary heading: Criteria for local schemes**

#### **Footnote number 7**

#### **How will pay progression under Annex 23 (England and Wales) work?**

Once a trust has updated their current appraisal and pay progression processes, in line with Annex 23 (England and Wales), individuals will progress on the basis of demonstrating and applying the required levels of performance and delivery consistently during the performance review period and they will benefit from incremental pay progression. Where an individual has not met their performance criteria then they will not be entitled to progress up the pay band for that given year.

## **Implementation annexes: Annex 23 (England and Wales): Pay progression**

#### **Paragraph 3 (iii)**

#### **Footnote number 8**

#### **Will organisation-wide objectives be used to block progression?**

While appraisal/performance systems may include team performance as one aspect of the annual review process, the assessment of performance for the purpose of incremental progression will continue to be on an individual basis.

## **Implementation annexes: Annex 23 (England and**

## Wales): Pay progression

**Paragraph 4 (iii)**

**Footnote number 9**

**What do employers have to do to assess the equality impact of their changes?**

Employers should review the national equality assessment (available on the NHS Employers web site) and undertake their own assessments in line with the public sector equality duty, in partnership with trades unions, before implementing changes to pay and conditions. Employers will need to identify the data that needs to be collected going forward in order to monitor the equality impact and take any remedial action as may be necessary.

## Implementation annexes: Annex 29: Principles for harmonised on-call arrangements

**Interim regime**

**Paragraph 48**

**Footnote number 1**

**Does the protection for on-call arrangements include protection for the “rate of pay”? For example, if the local protected agreement says that Sunday is double time is this protected under 2.48?**

Yes, all current on-call arrangements may be protected for groups of employees irrespective of whether they were nationally or locally agreed (paragraph 2.48).

It is the totality of the local national on-call agreement that is protected. Pay circular (AforC) 1/2009 announced that where flat rate on-call allowances continue to be paid in accordance with the former interim regime in Annex 29 these should be increased by 2.4 per cent. This protection does not prevent local agreements on alterations to working patterns to meet changing service needs.

## Implementation annexes: Annex 29: Principles for harmonised on-call arrangements.

**Interim regime**

**Paragraph 48**

**Footnote number 1**

**On what date does the period of protection of current on-call arrangements start?**

It starts from 1 October 2004

<sup>1</sup> In Wales this Section is part of a three year agreement. It applies there until 31 December 2017.

*Pay circular (AforC) 1/2016: amendment number 36*

# Annex 28: Guidance on frequently asked questions (FAQs) (Scotland and Northern Ireland)

1. The Agenda for Change partners will make every effort to continue to support, encourage and promote a partnership approach to the operation of the pay system at local level.
2. The agreement to work in partnership to deliver an NHS pay system which supports NHS service modernisation and meets the reasonable aspirations of staff should, therefore, be replicated at local level.
3. This guidance has been jointly agreed in partnership by the NHS Staff Council Executive and is intended to help in situations where, locally, the joint partners have not so far been able to agree a suitable way forward. These answers reflect the final Agenda for Change agreement. They were previously published on the Agenda for Change website.
4. Questions relating to the NHS job evaluation scheme are in the NHS Job Evaluation Handbook.

## Part 2: Pay

### Part 2: Section 1: Pay Structure

#### Paragraph 6

##### Footnote number 2

**Where a post holder's role has been determined (based on one contract of employment) and it includes specialist responsibilities – is it permissible for an employee to be paid at the specialist pay band on days when they do specialist duties and at a lower pay band when they do not?**

No, the higher specialist pay band applies for all of their service. If you have any queries about specific circumstances, please contact the joint secretaries.

### Part 2: Section 1: Pay Structure

#### Paragraph 7

##### Footnote number 3

**Which senior managers are covered by Agenda for Change?**



The NHS Terms and Conditions of Service Handbook makes clear that there will be separate arrangements for senior managers working in the NHS. The Agenda for Change provisions will be available to all other managers.

## Part 2: Section 2: Maintaining round the clock services

### Paragraph 4

#### Footnote number 1

**Do the provisions for unsocial hours payments in Annex 5 apply just to staff working on ambulances or to all staff?**

Paragraph 2.4 makes clear that the arrangements in Annex 5 should apply to ambulance staff (i.e. those who would have been subject to the provisions of the Ambulance Whitley Council had they been on national contracts).

## Part 2: Section 3: Overtime payments

### Paragraph 3

#### Footnote number 1

**Under Agenda for Change when does overtime start for a part-time member of staff?**

For staff working a portion of the standard 37.5 hours, overtime starts when these staff work over 37.5 hours (paragraph 3.3).

## Part 2: Section 4: Pay in high cost areas

### Paragraph 7

#### Footnote number 1

**Where a member of staff is in receipt of a COLs based RRP (4.7) and is promoted within the same Trust does he or she retain the RRP?**

Yes, providing the person is still in a staff group meeting the eligibility criteria.

## Part 3: Terms and conditions

## Part 3: Section 12: Contractual continuity of service

### Paragraph 2

#### Footnote number 1

**Is previous health care service abroad, including service in the health services of the member states of the European Union, relevant?**

Employers are required to implement Agenda for Change and their own policies in a way that

complies with EU law and which is not discriminatory. Agenda for Change allows for previous NHS service with a different employer to be taken into account for the purpose of calculating annual leave. It also contains (at paragraph 12.2) a discretion to take relevant non-NHS experience into account.

12.2 Employers have discretion to take into account any period or periods of employment with employers outside the NHS, where these are judged to be relevant to NHS employment.

Relevant experience outside the NHS may include previous employment abroad or in the health services of another Member State of the European Union. It is important that this is included when employers consider "*service with employers outside the NHS*" when deciding whether to exercise the discretion to increase annual leave entitlement.

The exercise of discretion in paragraph 12.2 is a local matter. However it is important that any decision is made in a fair, transparent and non-discriminatory way. An employer should be able to demonstrate that it has given due consideration to any equivalent service in another country and that such consideration was part of the process in deciding whether or not to award additional annual leave in each case, as set out under Section 12.2 of the NHS Terms and Conditions of Service Handbook.

Employers are required to exercise their discretion in accordance with the legal framework, as required by the Equality Act 2010; and by Article 45 of the Treaty on the Functioning of the European Union and Article 7, paragraph 1, of the Regulation (EU) No 492/2011 on freedom of movement for workers within the Union, which prohibit discrimination between EU workers as regards conditions of employment and work.

A number of judgements from the Court of Justice of the European Union (CJEU) have addressed the issue of recognition of experience and seniority gained in the public service of another Member State, for example: *Commission v Italy* [Case C-371/04, ECLI:EU:C:2006:668]; *Kobler* [Case C-224/01, ECLI:EU:C:2003:513].

The views of the Commission regarding recognition of professional experience and seniority are set out in the Commission Staff Working Document "Free movement of workers in the public sector", SEC(2010)1609, of 14 December 2010.

#### **Paragraph 4**

#### **Footnote number 2**

#### **When calculating entitlements to annual leave should I take account of a single period of previous service or should I aggregate several periods?**

An employer must include all reckonable NHS service when calculating annual leave entitlement (12.3). Paragraph 12.2 gives discretion to employers to decide what previous (non-NHS) employment can count towards annual leave entitlement.

## **Part 3: Section 13: Annual leave and general public holidays**

### **Paragraph 1, Table 6: Leave entitlements**

#### **Footnote number 1**

**What happens to my two public holiday days when Easter is in March and when, therefore, if Easter was in April the previous year, I have already had two days for Easter in the current twelve-month period?**

The Agenda for Change annual leave and general public holiday entitlements are set out in Section 13. In normal circumstances all staff are entitled to 8 general public holidays in a twelve-month period. Sometimes Easter will fall in March. This may mean that in some organisations there will, in effect, be two Easter holidays in the same twelve-month period. In such circumstances the local partners will need to decide on the appropriate action to take. Pragmatically, this might mean anticipating the two public holidays falling in the next twelvemonth period.

## **Part 3: Section 13: Annual leave and general public holidays**

#### **Paragraph 4**

##### **Footnote number 2**

**Does paragraph 13.4 provide an entitlement to equivalent time off at plain time rates, plus the appropriate payment, on top of the standard entitlement to 8 general and public holidays (see table 6)?**

No – paragraph 13.4 preserves the right to 8 general public holidays. It does not provide additional entitlements.

## **Part 3: Section 13: Annual leave and general public holidays**

#### **Paragraph 4**

##### **Footnote number 2**

**How is pay and time off in lieu (TOIL) calculated when staff work on general public holidays?**

Staff required to work or to be on-call on a general public holiday are entitled to time off in lieu at plain time rate in addition to the appropriate payment for the duties undertaken (paragraph 13.4).

Staff who are required to work more than 60 hours (8x7½ hours) on general public holidays, in their personal leave year, will receive TOIL at plain time rate for all of the hours worked and the appropriate payment for all of the hours worked. The 60 hour threshold will be set on a pro-rata basis for part-time staff. E.g. if staff were required to work 70 hours per year on public holidays they would receive 70 hours TOIL, plus the appropriate payment.

Staff who volunteer to work more than 60 hours in their personal leave year will receive TOIL at plain time rate up to the 60 hour threshold and the appropriate payment for the duties they undertake. For any time worked over the 60 hour threshold they

will receive payment only.

Guidance on what to do when Easter falls in March and entitlements to public holiday leave exceed 8 days in a leave year is in another question and answer.

## Part 3: Section 13: Annual leave and general public holidays

### Paragraph 5

#### Footnote number 3

**Which staff (working non-standard shifts), under 13.5, would require their annual leave to be calculated in hours?**

*“Where staff work standard shifts other than 7.5 hours excluding meal breaks, annual leave and general public holiday entitlements should be calculated on an hourly basis to prevent staff on these shifts receiving more or less leave than colleagues on standard shifts.”* This applies to all staff working standard shifts other than 7.5 hours, excluding meal breaks.

## Part 3: Section 14: Sickness absence

### Paragraph 4

#### Footnote number 1

**Are on-call allowances and on-call payments included in pay during sickness absence?**

Paragraph 14.4 allows regularly paid supplements to be included in pay during sickness absence. This will include on-call allowances and on-call payments where these are normally paid at regular intervals. An allowance which is paid only occasionally will not count.

## Part 3: Section 14: Sickness absence

### Paragraph 4

#### Footnote number 2

**How is the reference period for calculating sick pay determined under Section 14?**

This is the average pay for the three month period ending on the day before an employee commences sickness absence – or any other locally agreed reference period.

## Part 3: Section 19: Other terms and conditions

### Paragraph 1

#### Footnote number 1

**What happens to MUFTI allowances in Agenda for Change?**

There is no national provision for this within Agenda for Change. MUFTI is not part of the evaluation scheme and is, therefore, not an allowance replaced by the scheme. It is our view that any discussion on the provisions of MUFTI allowances are for local partnerships. The

partners to any such discussion should give careful consideration to the equal pay implications of any MUFTI provisions that they might contemplate.

## Part 3: Section 19: Other terms and conditions

### Paragraph 1

#### Footnote number 1

#### **What happens when local partnerships are not able to reach agreement on other terms and conditions of service not covered in the NHS Terms and Conditions of Service Handbook (see paragraph 19.1)?**

Paragraph 19.1 of the Handbook states "Other terms and conditions not covered in this Handbook will be determined locally following consultation with staff representatives with a view to reaching agreement on such terms and conditions or any changes to them (see Annex 15)." In the absence of a local agreement the previous contractual arrangements for those on national contracts will apply.

## Part 3: Section 22: Injury allowance

### Paragraph 4

#### Footnote number 2

#### **What guidance will be produced on how sickness and injury is judged to be work related?**

Section 22 of the NHS terms and conditions of service handbook sets out:

*The attribution of injury, illness or other health condition will be determined by the employer who should seek appropriate medical advice.* Accompanying Section 22 the Staff Council has published supporting guidance for the introduction of the new injury allowance.

## Annexes: Annex 13: Lease vehicle policies

### Paragraph 3

#### Footnote number 1

#### **What happens if an employer's offer of a lease car is dependent on the employee also accepting a salary sacrifice scheme?**

The national agreement does not mention this situation in Annex 13. Local partnerships looking to link lease cars and salary sacrifice schemes should consider carefully the future implications for pay and tax. Salary sacrifice depends on remuneration being given up before it is treated as received for tax and national insurance contributions and it must be that the employee receives lower cash remuneration and a benefit. Salary sacrifice may impact on an employee's pay and conditions such as maternity and paternity pay as well as sickness entitlement and pensionable pay. It can also affect state benefits, including pension and tax credits. Whilst there may be mutual benefits to employers and employees in agreeing salary sacrifice, due to their impact it would not be reasonable to treat a refusal to accept a lease car on such terms as an unreasonable refusal. In these circumstances staff should be reimbursed to the standard rate for miles travelled. Information about salary sacrifice is on the [HMRC](#) web site including the advice that local partnerships of employers and employees

*"... would be well advised to obtain legal advice on whether their proposed arrangements achieve their desired result".*

## Implementation annexes: Annex 20: Development of professional roles

### Paragraph 3

#### Footnote number 1

**Does the provision for movement into pay band 6 apply to staff groups other than midwives?**

This provision is not restricted to midwives. Annex 20 applies to all staff groups meeting the criteria in paragraph 3. In the circumstances described, job size should be reviewed no earlier than one year and no later than two years from the date of qualification, using the NHS Job Evaluation Scheme.

## Implementation annexes: Annex 20: Development of professional roles

### Paragraph 3

#### Footnote number 1

**Will guidance be provided (in partnership) in respect of the application of paragraph 3 other than that which is already described?**

There are no plans for further guidance on Annex 20.

## Implementation annexes: Annex 21: Arrangements for pay and banding of trainees

### Paragraph 2 (iii)

#### Footnote number 1

**Are trainees who are covered by Annex 21 (paragraph 2 (iii)) subject to the foundation and second gateway?**

There are no agreed pay bands or pay scales for trainees under 2 (iii). It follows that there is no point identified in their pay where there is an agreed second gateway. All staff who have served less than one year in their post are subject to the foundation gateway.

## Implementation annexes: Annex 29: Principles for harmonised on-call arrangements

### Interim regime

#### Paragraph 48

#### Footnote number 1

**Does the protection for on-call arrangements include protection for the “rate of pay”?  
For example, if the local protected agreement says that Sunday is double time is this  
protected under 2.48?**

Yes, all current on-call arrangements may be protected for groups of employees irrespective of whether they were nationally or locally agreed (paragraph 2.48). It is the totality of the local national on-call agreement that is protected. Pay circular (AforC) 1/2009 announced that where flat rate on-call allowances continue to be paid in accordance with the former interim regime in Annex 29 these should be increased by 2.4 per cent. This protection does not prevent local agreements on alterations to working patterns to meet changing service needs.

## **Implementation annexes: Annex 29: Principles for harmonised on-call arrangements**

**Interim regime**

**Paragraph 48**

**Footnote number 1**

**On what date does the period of protection of current on-call arrangements start?**

It starts from 1 October 2004.

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**THE NHS STAFF  
COUNCIL**  
**WORKING IN PARTNERSHIP**

*Pay circular (AforC) 2/2016: amendment number 36*

# Annex 29: Principles for harmonised on-call arrangements

1. Paragraph 2.25 in Section 2 (Scotland and Northern Ireland) and paragraph 2.27 in Section 2 (England and Wales) confirm that from 1 April 2011, payments for on-call will need to be agreed locally and consistent with the principles set out below.

2. Paragraph 2.24 in Section 2 (Scotland and Northern Ireland) and paragraph 2.26 in Section 2 (England and Wales) define on-call as part of arrangements to provide appropriate service cover across the NHS. A member of staff is on-call when, as part of an established arrangement with their employer, they are available outside their normal working hours, either at the workplace, at home or elsewhere, to work as and when required.

**Table 22**

**Principles for harmonised on-call arrangements**

Issues	Principles
<p><b>1. Equal pay</b></p>	<p>The guiding principle should be that the harmonised arrangements should be consistent with the principles of equal pay for work of equal value. The effect of this should be that schemes agreed by local partnerships should provide consistent payments to staff at the same pay band available at the same on-call frequency.</p> <p>All employing organisations will need to undertake an equality assessment of their proposals.</p>
<p><b>2. Commitment or availability</b></p>	<p>There needs to be a payment to reflect the availability for being called. There are three distinct types of on-call availability:</p>
	<p>1. at home ready to be called out or to undertake work at the work place</p>
	<p>2. at work ready to undertake work;</p>
	<p>3. sleeping in at a work place.</p>
	<p>Payment for these different types of availability – options include:</p>
	<ul style="list-style-type: none"> <li>● flat rate available for all staff</li> </ul>



	<ul style="list-style-type: none"> <li>• flat rate by band</li> <li>• percentage of salary</li> </ul>
	<p>This payment will reflect the frequency of commitment. If the partnership decides to use a flat rate they will need to agree arrangements for uprating this payment when pay increases. In setting the availability payment, local partnerships will need to take account of the commitment to work weekends and public holidays.</p> <p>Where tiered on-call systems are required, there should be no distinction between levels of commitment when setting the availability/commitment payment.</p> <p>Reference paragraphs 2.19 to 2.20 in Section 2 (Scotland and Northern Ireland and paragraphs 2.21 to 2.22 in Section 2 (England and Wales), to allow the option of prospective calculation of the payments.</p>
3. Frequency	That part of the week covered by on -call arrangements should be divided up into appropriate periods for the purposes of calculating the frequency of on-call availability. The Agenda for Change interim regime may provide a useful model.
4. Work done	Payment for work done, including work done at home, should be made at the appropriate hourly rate with reference to this Handbook.
	Local partnerships may agree an appropriate minimum payment period for work done.
5. Time off in Lieu (TOIL)	Staff should have the option to take TOIL rather than payment for work done in line with paragraph 3.5.
6. Compensatory rest	Individuals will receive compensatory rest for work done, in accordance with Section 27.
7. Travel to work	As per current arrangements. Travel time should be paid at the rate agreed for on-call work done and local partnerships will need to identify if there is a minimum and/or maximum time claim identified.
8. Public holidays (PH)	Covering a PH will attract a day in lieu in accordance with paragraph 13.4, irrespective of work done. Work done on public holidays would attract payment at the appropriate rates as identified in paragraph 13.4.
9. Sleeping in	A sleeping-in session will often incorporate the following elements:

	- hours of wakefulness
	- sleep
	- work done
	The term “sleeping-in” does not refer to individuals who are on-call from the workplace and are able to sleep between periods of work.
	Under the Working Time Regulations if an individual is required to sleep in at a work place this counts as working time. However, time asleep does not count for the purposes of the minimum wage.
	If asleep, this working time does not count for the purposes of the minimum wage.
	Under the Minimum Wage Regulations, the availability payment should be at least the same as a calculation for (hours of expected wakefulness x minimum wage). Local partnerships will need to consider if it is more appropriate to base this calculation on the bottom point of the Agenda for Change pay scales, as described in Annex 2.
	In those situations where a sleeping-in session includes what the National Minimum Wage Regulations would classify as work, or when the individual is woken during a sleeping-in duty, this should be paid as work done at the appropriate hourly rate.
	Local partnerships may agree a minimum payment period for work done.
10. Pensions	Local partnerships should always seek advice from the NHS Pensions on any questions relation to the NHS pensions Scheme and on-call payments. it is the responsibility of the employer to determine which payments are pensionable, according to the criteria provided by NHS Pensions. Guidance on "pensionable pay" can be found on NHS Pensions websites at: <a href="http://www.nhsbsa.nhs.uk/pensions">www.nhsbsa.nhs.uk/pensions</a> for staff and employers in England and Wales <a href="http://www.hscpensions.hscni.net">www.hscpensions.hscni.net</a> in Northern Ireland <a href="http://www.sppa.gov.uk">www.sppa.gov.uk</a> in Scotland.
11. Agenda for Change interim regime	The arrangements in the Agenda for Change interim regime were consistent with these principles.
12. Transition	There are currently a range of payments for on-call, which form a regular part of income for some individuals. Local partnerships will therefore need to agree transitional arrangements for the movement of staff from current to future on-call payment systems. This includes all on-call

	<b>arrangements within the scope of the review of on-call.</b>
	<b>Such transitional arrangements could include one or more of the following elements:</b>
	- <b>introduction of increased payments in one or more stages over a fixed period of time</b>
	- <b>introduction of reduced payments in one or more stages over a fixed period of time</b>
	- <b>postponement of increased and/or reduced payments for a fixed period</b>
	- <b>movement to reduced payments over a period on a mark time basis</b>
	- <b>payment of a one-off lump sum to staff if their on-call payments are reduced.</b>
	<b>The transitional arrangements which were agreed as part of the new, harmonised unsocial hours payments were an example of this sort of approach. New lower and higher levels of payments were introduced in stages over three years.</b>
	<b>Where service changes are linked to the harmonisation of on-call payments local partnerships may also wish to consider the use of agreements reached under Annex 15</b>

3. Below is the text of the "interim regime" as it appeared in the Handbook in amendment number 27. It is available, together with Section 46 and other deleted Sections and Annexes, in amendment number 27 and earlier copies of the Handbook which are archived on the web site of the NHS Employers organisation. Go to [www.nhsemployers.org](http://www.nhsemployers.org)

## **Interim regime**

2.35 Employees who are required to be available to provide on-call cover outside their normal working hours will be entitled to receive a pay enhancement. This enhancement recognises both their availability to provide cover and any advice given by telephone during periods of on-call availability.

2.36. Subject to the provision for retention of current on-call provisions under the protection arrangements set out in paragraph 2.48, this enhancement will be based on the proportion of on-call periods in the rota when on-call cover is required. The on-call period in each week should be divided into nine periods of at least 12 hours. The enhancement for an individual staff member will be based on the proportion of these periods in which they are required to be on-call, as set out in paragraphs 2.37 to 2.42 below.

## **Pay enhancements for on-call cover**

2.37 An enhancement of 9.5 per cent will be paid to staff who are required to be on-call an

average of one in three of the defined periods or more frequently.

2.38 An enhancement of 4.5 per cent will be paid to staff who are required to be on-call an average of between one in six and less than one in three of the defined periods.

2.39 An enhancement of 3 per cent will be paid to staff who are required to be on-call an average of between one in nine and less than one in six of the defined periods.

2.40 An enhancement of 2 per cent will be paid to staff who are required to be on-call an average of between one in twelve and less than one in 9 of the defined periods.

2.41 For these purposes, the average availability required will be measured over a full rota, or over a 13-week period if no standard pattern is applicable. The reference period will not include any periods when the employee is absent from work on either annual leave or sickness absence.

2.42 Where on-call cover is limited or very irregular (averaging less than one in 12) pay enhancements will be agreed locally. These may be fixed or variable, and based on actual or estimated frequencies of on-call work worked, subject to local agreement. To ensure fairness to all staff qualifying under the national rules set out above, locally agreed payments may not exceed the minimum percentage in the national provisions.

**Table 3**

<b>Frequency of on-call</b>	<b>Value of enhancements as a percentage of basic pay</b>
1 in 3 or more frequent	9.5 per cent
1 in 6 or more but less than 1 in 3	4.5 per cent
1 in 9 or more but less than 1 in 6	3 per cent
1 in 12 or more but less than 1 in 9	2 per cent
Less frequent than 1 in 12	By local agreement

On-call payments for part-time staff or other staff working non-standard hours

2.43 For part-time staff and other staff working other than 37.5 hours a week excluding meal breaks, the percentage added to basic pay on account of on-call availability will be adjusted to ensure that they are paid a fair percentage enhancement of salary for on-call working. This will be done by adjusting the payment in proportion to their part-time salary so that they receive the same payment for the same length of availability on-call as full-time staff.

## **Employees called into work during an on-call period**

2.44 Employees who are called into work during a period of on-call will receive payment for the period they are required to attend, including any travel time. Alternatively, staff may choose to take time off in lieu. However, if for operational reasons time off in lieu cannot be taken within three months, the hours worked must be paid for.

2.45 For work (including travel time) as a result of being called out the employee will receive a payment at time and a half, with the exception of work on general public holidays which will be at double time. Time off in lieu should be at plain time. There is no disqualification from this payment for bands 8 and 9, as a result of being called out.

2.46 By agreement between employers and staff, there may be local arrangements whereby the payment for hours worked during a given period of on-call is subject to a fixed minimum level, in place of separately recognising travel time.

2.47 In addition, where employers and staff agree it is appropriate, the amount paid for work and travel time during periods of on-call may be decided on a prospective basis (e.g. for a forward period of three months) based on the average work carried out during a prior reference period (e.g. of three months). Where these arrangements are agreed, the actual work carried out during a given period would be monitored and, if the average amount assumed in the calculation of the payment is significantly different, the level of payment should be adjusted for the next period; there should be no retrospective adjustment to the amount paid in the previous period.

2.48 Unless locally, it is agreed otherwise, all current on-call arrangements will be protected for groups of employees up to 31 March 2011 irrespective of whether they were nationally or locally agreed.<sup>1</sup> This extended protection will apply to existing staff and new staff during the period of protection.

2.49 On-call payments made under such arrangements should be excluded from the pre and post assimilation pay used in the calculation of any protected level of pay (see Section 46).

## Other arrangements to provide extended service cover

2.50 Some staff are required to be on the premises to provide emergency cover but are allowed to rest, except for the times when they are required to carry out emergency work. Where employers consider this an essential arrangement to provide service cover, there should be an agreed local arrangement, at least equivalent to on-call payments, to recognise the type of cover provided.

2.51 A further group of staff, often in community services such as learning disabilities, have "sleeping-in arrangements" where they sleep on work premises but are seldom required to attend an incident during the night. In these circumstances, appropriate arrangements should be agreed locally.