

NHS Terms and Conditions of Service Handbook

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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 website. 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.

This handbook is not published in hard copy, but you can download it in full as a PDF document.

Part 1: Principles and partnership

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

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.

1.5 Effective from 1 July 2018, new provisions will come in to force which apply to England only, accounting for the negotiated changes to pay and contract reform as set out in the Framework Agreement on the reform of Agenda for Change. In light of the Barnett formula, the devolved nations of Scotland, Cymru/Wales and Northern Ireland will be able to consider whether and how the content of 2018 Framework Agreement could be implemented in those countries.

Local partnership

1.6 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.

1.7 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.

1.8 Within NHS Scotland 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

1.9 Pay modernisation is an integral part of the human resource strategies of the NHS in England, Scotland, Wales and Northern Ireland. All parties

*Amendment number 33: The NHS Staff Council Pay circular (AforC)
04/2014*

Amendment number 39: NHS TCS Advisory Notice 01/2018

Part 2: Pay

Section 1: Pay structure (England)

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. From the 1 December 2018 band 1 will be closed to new starters. Where staff who have chosen to stay in a legacy band 1 role after 31 March 2021, employers should periodically discuss the option of moving to a band 2 role with them and support them to do so should they wish to.

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 current version of the Job Evaluation Handbook will apply.

1.5 The NHS Job Evaluation Handbook 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) below. 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. 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. See the question and answer guidance in Annex 28 (England and Wales) for more detail.

Pay progression

1.8 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).

1.9 Provided the appropriate level of performance and delivery has been achieved during the review period, individuals will progress to their next pay point on their pay step date. This is dependent on individuals meeting all the required standards for progression as detailed in Annex 23 (England).

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 Twelve months after an employee reaches the top of bands 8c, 8d and 9, 5 per cent or 10 per cent of basic salary will become re-earnable. Where the standards in Annex 23, paragraph 19 are met, salary is retained at the top of the band. If standards are not met, salary may be reduced by 5 per cent or 10 per cent from the pay step date, subject to the provisions in Annex 23, paragraph 23. The employee will be able to restore their salary to the top of the band at the end of the following year by meeting the required standards. The employee has the right to contest a decision to reduce their pay using the locally agreed procedure.

1.12 Staff on the top incremental pay points as at 31 March 2013 have reserved rights, please see Annex 23, paragraph 43.

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

1.14 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.

Pay step dates

1.15 For newly appointed or promoted staff their pay step date will be the date they take up their post.

1.16 Advancement to the next pay step point will be dependent on the length of stay at each pay step point within each band.

Pay on promotion

1.17 Basic pay on promotion will be set at the minimum pay-step point of the new pay band (see Annex 23, paragraph 1f). The pay step date will reset to the date the employee starts in the new pay band (see Section 1 paragraph 1.15).

Pay on promotion - Unsocial hours and recruitment and retention premia payments

1.18 On promotion the new starting salary (made up of basic pay and any unsocial hours payment and/or any long-term recruitment and retention premium (RRP)) should produce an increase in earnings. If it does not, the previous salary (basic pay plus any applicable unsocial hours payment and/or long-term RRP) will be maintained until the combination of basic pay, any unsocial hours payment and/or RRP in the new band does produce a higher salary.

1.19 In the case of unsocial hours payments the provisions in 1.18 will only apply if the unsocial hours working pattern in the new role remains

when determining the new starting salary.

1.20 The earnings calculations in 1.18 will be based on normal contractual hours excluding additional hours and will use unsocial hours payments averaged over the previous three months at work, or any other reference period agreed in partnership locally.

Temporary movement into a higher pay band

1.21 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, for example, from long-term sickness absence, maternity leave, or from extended training.

1.22 Pay will be set at the minimum pay step point of the temporary higher band. If this would result in no pay increase (by reference to their substantive post earnings) then pay will be as per pay on promotion (1.17 – 1.20).

1.23 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.

1.24 On temporary movement into a higher pay band the pay step date will reset to the date the employee starts in the new pay band (see Section 1, paragraph 1.17). Any time spent in the higher pay band will be credited towards the employee's substantive post's pay step date, for the

purpose of progression, upon their return to their substantive post at the lower band.

Section 1: Pay Structure (Wales)

Pay spines

Pay structure Wales

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 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) below. Within this structure, pay band 8 is sub-divided into four ranges.

Pay bands and job weight

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. 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.

See the question and answer guidance in Annex 28 (England and Wales) for more information.

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 (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 four 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. 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.

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

1.15 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.

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) 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. Within this structure, pay band 8 is sub-divided into four ranges.

Table 1

Pay bands and job weight

NHS Pay Review Body (NHSPRB) spine

Pay band	Job weight
1	0 – 160
2	161 – 215
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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. 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.

1.12 All other staff will retain their current incremental date.

Information note number 1: amendment number 34

Section 2: Maintaining round the clock services (England)

and on general public holidays, the NHS Staff Council has agreed that they should receive unsocial hours payments. Section 33: Balancing work and personal life set out the principles underlying this.

2.2 This section is effective from 1 July 2018. It applies to all staff employed in NHS organisations in England 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 July 2018, will be worked out in line with paragraphs 2.4 to 2.24 in this section.

2.4 Effective from 1 September 2018, this agreement will apply to ambulance staff who start their employment (new entrants), or who change roles (including promotion) in an ambulance trust in England. From 1 September 2018 existing ambulance staff employed in England will be able to voluntarily choose to be paid under section 2 instead of under annex 5 of this Handbook.

2.5 Ambulance staff in England who are not affected by a change of role and who do not wish to voluntarily move from annex 5 to this section 2 will continue to receive unsocial hours payments in accordance with annex 5 and annex 6.

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 2.25 to 2.27 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

From 1 April 2020 onwards

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 47%	Time plus 94%
2	Time plus 41%	Time plus 83%
3	Time plus 35%	Time plus 69%
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 8pm and 6am. 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 8pm to 6am, the enhancements in column 2 should be applied to the whole shift if more than half of the time falls between 8pm and 6am.

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

Occupational sick and contractual maternity pay

2.13 From 1 July 2018, for the purposes of occupational sick pay, unsocial hours payments will not be payable during sickness absences for:

- staff who first started their employment under the terms of this handbook on or after 1 July 2018.
- staff whose basic pay is above £18,160 (regardless of the start date of their employment).

Unsocial hours payments will be payable during sickness absence for:

- Ambulance staff employed prior to 1 September 2018, who choose to remain on annex 5 and 6;
- staff who were employed under the terms of this handbook, as at 30 June 2018, and have a basic salary of £18,160 or less, 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 who are not in receipt of injury allowance.

2.14 Unsocial hours payments will be pensionable and will count for contractual maternity pay, in line with section 15.

2.15 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

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

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

2.18 Staff on annualised hours contracts will be eligible for unsocial hours payments as in table 2.

Self-rostering schemes

2.19 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

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

2.21 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.

2.22 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.

2.23 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.

2.24 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

2.25 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 their employer, they are available outside his/her normal working hours – either at the workplace, at home or elsewhere – to work as and when required.

2.26 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.

2.27 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

2.28 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.

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. 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

Unsocial hours payments	Column 1	Column 2	Column 3
	Pay band	All time Saturday (midnight to midnight) and any week day after 8pm and before 6am	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 6.35 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

Section 2: Maintaining round the clock services (Wales)

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

Maintaining round the clock services (Wales)

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. See the question and answer guidance in Annex 28. 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(a).

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(a)

Unsocial hours payments	Column 2	Column 3
Column 1	Column 2	Column 3
Pay band	All time Saturday (midnight to midnight) and any week day after 8pm and before 6am	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(a), column 2, will be paid for all unsocial hours worked on a Saturday (midnight to midnight) and on weekdays between 8pm and 6am. 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 8pm to 6am,

the enhancements in column 2 should be applied to the whole shift if more than half of the time falls between 8pm and 6am.

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 (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 section 14 (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 section 14 (Wales) and contractual maternity pay, in line with section 15 (Wales, Scotland and Northern Ireland).

2.15 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 (Wales, Scotland and Northern Ireland). 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(a).

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.

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.

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

Section 3: Overtime payments

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.

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.

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

Information note number 1: amendment number 34

Section 4: Pay in high cost areas

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.

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

¹See 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

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.

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.

Pay circular (AforC) 3/2011: amendment number 24

Section 6: Career progression (England)

Career progression

6.1 The NHS Knowledge and Skills Framework (KSF), 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,

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)

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

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 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.

Amendment number 43: NHS TCS Advisory Notice 01/2021

Section 6: Career Progression Wales

Career progression

6.1 The NHS Knowledge and Skills Framework (KSF)², 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 (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, for example 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).

1 In Wales this section is part of a three year agreement. It applies there until 31 December 2017.

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

Amendment number 39: NHS TCS Advisory Notice 01/2018

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

Career and pay progression

6.1 The NHS Knowledge and Skills Framework (KSF), 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

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.

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.

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.

- 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.

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).

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

Section 7: Payment of annual salaries

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

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

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

Table 5

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

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.

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

Section 8 and 9: (Unallocated)

Unallocated

Amendment number 43

TCS Advisory Notice (01/2021)

Part 3: Terms and conditions of service

Section 10: Hours of the working week

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.

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

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

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.

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. ¹

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.²

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.

¹See 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

Section 13: Annual leave and general public holidays

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 entitlements¹

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

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.³

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.

- For staff who have regular hours the reference period should be based on the previous three months at work or any other reference period that may be locally agreed.
- With effect from 06 April 2020, for staff who have irregular hours the reference period should be based on the last 52 weeks. When calculating the 52 full weeks of pay, employers are limited to referencing the previous 104 weeks from the date the leave begins.

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

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

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

Section 14: Sickness absence (England)

Sickness absence England

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. 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 can be found on the NHS Employers website.

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

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:

- who were employed under the terms of this Handbook as at 30 June 2018, and have a basic salary of £18,160 or less
- 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 From 1 July 2018, for staff whose basic pay is above £18,160, and for new starters, full pay is pay which is in line with the appropriate pay point in the relevant pay circular, plus high cost area supplements and any locally agreed pay protection (if these are in payment on the day before the sickness absence begins).

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:

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

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.

Transitional arrangements

14.21 Staff who commenced an episode of sickness absence prior to 1 July 2018 will continue to be paid sickness absence under the terms they were employed upon when their period of sickness absence commenced. The provisions for sickness absence for any subsequent periods of sickness absence from 1 July 2018 will be under the terms of this section.

Amendment number 39: NHS TCS Advisory Notice 01/2018

Section 14: Sickness absence (Wales)

Sickness absence (Wales)

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. 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 can be found on the NHS Employers website.

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 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).
- 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.

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.

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

2 See the question and answer guidance in Annex 28 (England and Wales).

3 See the question and answer guidance in Annex 28 (England and Wales).

4 See the question and answer guidance in Annex 28 (England and Wales).

5 See the question and answer guidance in Annex 28 (England and

Wales).

6 See the question and answer guidance in Annex 28 (England and Wales).

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

Amendment number 39: NHS TCS Advisory Notice 01/2018

Section 14: Sickness absence (Scotland and Northern Ireland)

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 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.¹ This would be based on the previous three months at work or any other reference period that may be locally agreed.² 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;

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.

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.

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

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

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

Section 15: Leave and pay for new parents (England, Wales and Scotland)

Introduction

15.1 All employees will have the right to take 52 weeks of maternity and / or adoption leave, or up to 52 weeks of shared parental leave (minus any

maternity or adoption leave taken).

15.2 Employees can choose to end their maternity or adoption leave to access shared parental leave.

15.3 Paragraphs 15.14 to 15.17 of this section set out the eligibility requirements for maternity, adoption, and shared parental leave and pay for NHS employees under the NHS occupational scheme.

15.4 Paragraphs 15.18 to 15.43 of this section set out the maternity and adoption leave and pay entitlements of NHS employees under the NHS occupational scheme.

15.5 Paragraphs 15.44 to 15.64 of this section set out the shared parental leave and pay entitlements of NHS employees under the NHS occupational scheme.

15.6 Paragraphs 15.65 to 15.82 set out arrangements for Keeping in Touch days and shared parental leave in touch days, and arrangements for returning to work.

15.7 Paragraphs 15.83 to 15.98 detail miscellaneous provisions for maternity, adoption and shared parental leave situations.

15.8 Paragraphs 15.99 to 15.105 give information about the position of staff who are not covered by these schemes because they do not have the necessary service or do not intend to return to NHS employment.

15.9 Paragraphs 15.106 to 15.109 define the service that can be counted towards the 12-month continuous service qualification required for maternity, adoption and shared parental leave and pay and which breaks in service maybe disregarded for this purpose.

15.10 Paragraphs 15.110 to 15.116 outline the leave and pay available for partners of new parents (paternity leave).

15.11 Paragraph 15.117 explains how to get further information about employees' statutory entitlements.

15.13 Employers should have due regard to the need to eliminate discrimination and advance equality of opportunity under their public sector equality duty.

Eligibility for occupational maternity, adoption, and shared parental leave and pay

Maternity leave and pay:

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

- i) they have 12 months' continuous service (see paragraphs 15.106 to 15.109) with one or more NHS employers at the beginning of the 11th week before the expected week of childbirth;
- ii) they notify their 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 their intention to take maternity leave;
 - (b) of the date they wish to start their maternity leave – they can choose when to start their maternity leave – this can usually be any date from the beginning of the 11th week before the baby is born (but see paragraph 15.24);
 - (c) that they intend to return to work with the same or another NHS employer for a minimum period of three months after their maternity leave has ended;
 - (d) and provides a MATB1 form from their midwife or GP giving the expected date of childbirth.

Adoption leave and pay:

scheme if:

i) they are the primary carer in the adoption arrangement made by an official adoption agency, or they are the intended parent through a surrogacy arrangement and commit to applying for a parental or adoption order (see <https://www.gov.uk/legal-rights-when-using-surrogates-and-donors>); and

ii) they have 12 months' continuous service (see paragraphs 15.106 to 15.109) with one or more NHS employers by either:

a) the beginning of the week in which they are notified of being matched with a child for adoption; or

b) the 15th week before the baby's due date if applying via a surrogacy arrangement and where the employee is eligible and intends to apply for a parental order;

iii) they notify their employer in writing before the end of the week in which they are notified of being matched with a child for adoption, or by the 15th week before the baby's due date if applying via a surrogacy arrangement:

(a) of their intention to take adoption leave;

(b) of the date they wish to start their adoption leave

(c) that they intend to return to work with the same or another NHS employer for a minimum period of three months after their adoption leave has ended;

(d) and provide written confirmation from their placing authority of the matching decision or a parental statutory declaration that they intend to apply for a parental order in the case of a surrogacy arrangement.

Shared parental leave and pay:

15.16 Shared parental leave and pay can be taken at any time within one year from the birth or placement for adoption, providing two weeks' compulsory maternity or adoption leave has been taken first.

15.17 An employee working full-time or part-time will be entitled to paid and unpaid shared parental leave under the NHS occupational shared parental leave and pay scheme if:

- i) they have 12 months' continuous service (see paragraphs 15.106 to 15.109) with one or more NHS employers at the beginning of the 11th week before the expected week of childbirth, or at the beginning of the week in which they are notified of being matched with a child for adoption, or by the 15th week before the baby's due date if applying via a surrogacy arrangement;
- ii) they notify their employer of their wish to take shared parental leave and provide a minimum of eight weeks' notice, through the submission of a booking notification form or other local process, which will confirm:
- (a) their intention to take shared parental leave;
 - (b) the date(s) they wish to access shared parental leave (noting that two weeks compulsory maternity or adoption leave must be taken by the mother or primary adopter before they can access shared parental leave);
 - (c) that they intend to return to work with the same or another NHS employer for a minimum period of three months after their shared parental leave has ended;
 - (d) that the mother or primary adopter has returned to work following maternity or adoption leave, or has provided the binding notice confirming that they intend to bring their maternity or adoption leave and pay entitlements to an early end.
- iii) they confirm that the other parent meets the statutory "employment and earnings test" by being an employed or self-employed earner in the UK for a total of 26 weeks (not necessarily continuously) in the 66 weeks preceding the week the child is due to be born or matched for adoption. The individual must have earned at least an average of £30 (gross) a week in 13 of those 26 weeks (not necessarily continuously). This amount can be amended from time to time by the Secretary of State.

Maternity leave

Changing the maternity leave start date

days beforehand (or, if this is not possible, as soon as is reasonably practicable beforehand).

Confirming maternity leave and pay

15.19 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, their expected return date, based on their 52 weeks paid and unpaid leave entitlement under this agreement;
- 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 15.93 and 15.94);
- iv) the need for the employee to give at least 28 days of notice if they wish to return to work before the expected return date.

Paid maternity leave: amount of pay

15.20 Where an employee intends to return to work the amount of occupational 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 dependants' 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.

15.21 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. Where occupational maternity pay has been paid in a different way, and the employee subsequently chooses to access shared parental leave and pay, the employer may need to recalculate payments to ensure that there has not been any over or underpayment of entitlements.

Calculation of maternity pay

15.22 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 move to a higher pay point being implemented before the paid maternity leave period begins, the maternity pay should be calculated as though the pay award or new pay point 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 move to a higher pay point being implemented during the paid maternity leave period, the maternity pay due from the date of the pay award or new pay point 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 as set out in the provisions at section 14.4 and 14.5 of this agreement.

iv) in the case of an employee currently on maternity leave who intends to take a second period of maternity leave, either concurrently, or in close succession to the first, who is in receipt of:

- half of full pay (plus any Statutory Maternity Pay, or
- Maternity Allowance (including any dependents' allowance) receivable) or
- no 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 second period of maternity leave shall be calculated on the basis on notional full pay.

Unpaid occupational leave

15.23 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 maternity leave

15.24 An employee may begin their maternity leave at any time between 11 weeks before the expected week of childbirth and the expected week of childbirth, provided they give the required notice.

Sickness prior to childbirth

15.25 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.

15.26 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

15.27 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 their baby was born at full term.

15.28 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.

15.29 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.

15.30 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 their maternity leave entitlement, taking a minimum period of two weeks' leave immediately after childbirth and the rest of their leave following their baby's discharge from hospital.

Still birth

15.31 In the event where an employee's baby is stillborn after the end of the 24th week of pregnancy, the employee will be entitled to the same amount of maternity leave and pay as if their baby was born alive.

Miscarriage

15.32 In the event where an employee has a miscarriage before the start of the 25th week of pregnancy, normal sickness absence provisions will apply as necessary.

Health and safety of employees pre and post birth

15.33 Where an employee is pregnant or has recently given birth or is breastfeeding, the employer must carry out a risk assessment of their working conditions. If it is found, or a medical practitioner considers, that an employee or the child would be at risk were they to continue with their

reasonably practicable to offer suitable alternative work, the employee should be suspended on full pay.

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

Adoption leave

Changing the adoption leave start date

15.35 If the employee subsequently needs to change the date from which they wish their leave to start, they should notify their employer at least 28 days beforehand (or, if this is not possible, as soon as is reasonably practicable beforehand).

Confirming adoption leave and pay

15.36 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, their expected return date, based on their 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 adoption leave period (see paragraphs 15.93 and 15.94);
- iv) the need for the employee to give at least 28 days of notice if they wish to return to work before the expected return date.

Paid adoption leave: amount of pay