NHS Staff Council
WORKING IN PARTNERSHIP

NHS Terms and Conditions of Service Handbook

Amendment number 61 - TCS Advisory Notice (02/2026)

Working in partnership

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Introduction

Introduction

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

This handbook is published on the NHS Employers 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 view it as a PDF document.

Introduction (Scotland)

This Handbook is published on the Management Steering Group website, with a link also placed on the Scottish Terms and Conditions Committee website. It is not published in hard copy.

It is amended whenever amendments are agreed by the NHS Staff Council or the Scottish Terms and Conditions Committee.

The terms and conditions of service set out in this Handbook apply in full

to all staff directly employed by NHS Scotland Boards, except medical and dental staff and those who fall into the Executive and Senior Management cohorts. Staff covered by the provisions in this Handbook are known as Agenda for Change (AfC) staff.

The AfC terms and conditions system covers the whole of the UK. However individual UK countries are free to agree amendments to suit their particular needs. This version of the Handbook sets out the provisions which apply in Scotland. The master copy of the Handbook is housed on the NHS Employers website here. The master copy contains multiple version of those sections which are different in different parts of the UK and can thus be used as a reference to clarify the areas in which Scotland has diverged.

In addition, some of the provisions in the master Handbook cover issues which are addressed in Scotland by our Partnership Information Network policies which can be found here. Where this is the case, it has been clearly indicated in the text of this version, with relevant links provided.

Finally, there are sections which simply do not apply in Scotland because it has never been deemed necessary to have such a provision in this country. Again, where this is the case it has been clearly indicated in the text of this version.

Finding content in the handbook

Use this A-Z to find content contained within the NHS Terms and Conditions of Service Handbook.

Additional guidance

For further guidance and resources relating to the TCS handbook, visit our TCS Resource hub

Historical pay information

Pay guidance that is no longer current can be accessed via our pay archive library.

Contact us

If you are an employer and have any questions relating to this TCS handbook, please email the team.

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
- improve all aspects of equal opportunity and diversity, especially in the areas of career and training opportunities and to ensure working patterns

that are flexible and responsive to family commitments

- meet equal pay for work of equal value criteria, recognising that pay constitutes any benefits in cash or conditions.

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.

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 recognise that the pay system should be consistent with the wider human resource policies set out in the relevant strategies.

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

Amendment number 39: NHS TCS Advisory Notice 01/2018

Principles and partnership (Scotland)

1.1 All NHS employers are obliged to adhere to employment and tax law and other statutory provisions. The NHS Staff Council and the Scottish Terms and Conditions Committee 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) policies, which define a minimum standard of best employment practice. This Handbook should be read in conjunction with the provisions of the PIN policies as listed in Annex 22.

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

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

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

Local partnership

1.5 Trade union and employer representatives at national level actively support, encourage and promote a partnership approach to the development of the pay system. Their aim is to ensure the pay system supports NHS service modernisation and meets the reasonable aspirations of staff. Employers and trades unions are expected to work in partnership to apply the pay system at local level.

1.6 To this end, employers should ensure that the representatives of trade unions and other staff organisations, recognised for purposes of collective bargaining at local level, are released appropriately to participate in the partnership process and that nominated officers of local staff representatives can be fully involved in the local partnership arrangements in line with NHS Scotland's Staff Governance Standard.

Wider human resources issues

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

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 guidance on frequently asked questions (FAQs) (England and Wales) for more detail.

Pay progression

1.8 Pay progression for all pay points, within each pay band, will be conditional upon employees 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: Pay progression (England).
1.9 Provided the appropriate level of performance and delivery has been achieved during the review period, employees will progress to their next pay point on their pay step date. This is dependent on employees meeting all the required standards for progression as detailed in annex 23: Pay progression (England).
1.10 Ordinarily, pay progression should not be deferred on performance grounds unless there has been a prior documented discussion between the employee 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 employee 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: Pay progression, 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: Pay progression, 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: Pay progression, paragraph 43.
1.13 Annex 23: Pay progression (England) sets out the principles which will underpin these systems and provides guidance on their operation.

1.14 Annex 3: Pay bands and pay points on the second pay spine in England 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 bands and pay points on the second pay spine.

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: Pay progression, paragraph 11). The pay step date will reset to the date the employee starts in the new pay band (see 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 substantially the same as in the previous role. Where this is not the case,

the previous unsocial hours payment will not be taken into consideration 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.

Note: For further guidance on unsocial hours payments, visit our TCS Resource hub

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 substantially the same as in the previous role. Where this is not the case, the previous unsocial hours payment will not be taken into consideration 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 Employees 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 (see 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, long-term sickness absence, adoption or parental leave and sabbaticals/career breaks where a longer period may be known at the outset. In circumstances where the employee 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 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.

Amendment number 43: NHS TCS Advisory Notice 01/2021

Pay for staff who take up an apprenticeship

1.25 In order that staff do not experience a detriment to their basic pay as a consequence of undertaking career development beneficial to both them and the service, the following pay preservation provision applies.

1.26 This provision covers situations where an existing employee commits to undertake a formal apprenticeship programme in agreement with their current or another NHS employer which, on successful completion, would qualify them for a role* where the evaluated pay band is the same as or higher than the band of their current post. In such cases, for the duration of that programme their basic pay will be the higher of the following -

- The rate for the apprenticeship role that new entrants to the service would receive.
-

The pay step point they would receive had they remained in the role they were employed in immediately before commencing the apprenticeship programme. This will include eligibility for pay step progression during the apprenticeship as if they had remained in their prior role.
(See also Annex 30)

Note: For further guidance on apprenticeship pay, visit our TCS Resource hub

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.

Table 1 (a)

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

Section 1: Pay Structure (Northern Ireland)
1.1 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. From 15 January 2020 band 1 has been closed to new starters in Northern Ireland. Current band 1 roles have been reviewed and upskilled to band 2 roles since 31 March 2021.
1.2 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 redesigned the principles set out in the current version of the Job Evaluation Handbook will apply.
1.3 Within each pay band there are 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 who joined pay band 5 as new entrants prior to April 2020 had accelerated progression through the first two points in six monthly steps (that is, they moved up one pay point after six months and a further point after 12 months) providing those responsible for the relevant standards in the organisation were satisfied with their standard of practice. This 12 month period was referred to as “Preceptorship”. Accelerated progression ceased to apply to those joining band 5 as new entrants on or after 1 April 2020.

Section 1: Pay Structure (Scotland)

Pay spines

1.1 This Handbook sets out pay and conditions for staff covered by the Agenda for Change system in Scotland. The effective date of the Agenda for Change system was 1 October 2004 and this system applies to all directly employed NHS Scotland staff except Doctors, Dentists and those within the Executive and Senior Manager cohorts.
1.2 The Agenda for Change pay system consists of nine pay bands. All staff covered by this system are assigned to one of these pay bands on the basis of job weight, as measured by the NHS Job Evaluation Scheme.
1.3 To assist with 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.
1.4 The NHS Job Evaluation Handbook explains the job evaluation process which underpins this pay system and includes the factor plan, the

weighting and scoring document and a guide for matching posts locally.
1.5 The nine pay bands and their corresponding job evaluation scores are set out in Table 1 [1] . Within this structure, pay band 8 is sub-divided into four ranges.

Table 1

Pay bands and job weight

NHS 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

*Band 1 has been closed in Scotland but some staff have chosen to remain on this Band locally.

1.6 The current structure of the Agenda for Change pay system in Scotland was agreed as part of a three year pay deal implemented in 2018. The full deal was set out in the Scottish Framework Document and subsequently agreed by NHS Scotland Staff Side, Employers and the Scottish Government.
1.7 Under these arrangements, Bands 2 to 9 are made up of at least two pay points to allow for pay progression in post. Staff will progress according to the timetable set out in Table 1a.

Table 1a

Pay progression

Starting Point		Intermediate Point		Max Point		
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Band 1	Spot point for those who have stayed on Band					
Band 2	Point 1		Point 2			
Band 3	Point 1		Point 2			
Band 4	Point 1			Point 2		
Band 5	Point 1		Point 2		Point 3	
Band 6	Point 1		Point 2			Point 3
Band 7	Point 1		Point 2			Point 3
Band 8a	Point 1					Point 2
Band 8b	Point 1					Point 2
Band 8c	Point 1					Point 2
Band 8d	Point 1					Point 2
Band 9	Point 1					Point 2

1.8 Annex 3 sets out the values of pay points in all pay bands from 2004 until last year. Annex 2 sets out the current values of all pay points. It should be noted that whilst in previous years staff progressed from point to point on an annual basis to the top point of their band, the approach agreed in 2018 and set out in Table 1a above means that staff can now stay on the same point for multiple years, depending on their band and their place on the agreed progression structure.

Starting salary for new staff

1.9 Other than in exceptional circumstances, the starting salary for staff new to the NHS will be the bottom point of the band to which they have been appointed.

1.10 In the event a staff member is transferring from NHS employment in another part of the UK, Channel Islands or the Isle of Man, into the same AfC Band, for the purposes of their starting salary the staff member will be

placed on the pay point they would have been on had they performed all of their previous service in NHS Scotland.
1.11 In the event a staff member is transferring from NHS employment in another part of the UK, Channel Islands or the Isle of Man, to a post at a lower band in the same role, they should be treated, for starting salary purposes, as if they had performed all of their previous service in NHS Scotland at that lower band

Pay on promotion
1.12 If, on promotion, the working pattern remains substantially the same, staff will move to the first point on their promoted band producing an increase when basic pay, any long-term recruitment and retention premium and the unsocial hours payment are combined.
1.13 If the working pattern changes on promotion, pay 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 on regrading
1.14 In accordance with NHS Scotland's job evaluation policy, if an individual's pay band increases as a result of a re-evaluation, their new pay should be set in line with paragraph 1.12 above.

Incremental dates
1.15 For newly appointed or promoted staff the incremental date will be the anniversary of date they take up their post. Staff successful in securing a new post of the same band within the same Board retain their previous incremental date, providing there is no break in service [2].

Temporary movement into a higher pay band
1.16 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.
1.17 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.
1.18 Where temporary movement into a higher pay band results in the staff member receiving only one extra pay point the incremental date remains the same. Where temporary movement results in movement to more than one extra pay point the incremental date for the period of the temporary movement becomes the date the movement began.

Development of Professional Roles
1.19 Guidance on the development of professional roles for healthcare professionals on pay band 5 is set out at Annex 20.

Section 2: Maintaining round the clock services (England)

Maintaining round the clock services
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 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 this section 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:Provisions for unsocial hours payments for ambulance staff of this handbook to this section will continue to receive unsocial hours payments in accordance with annex 5 and annex 6: Provisions for unsocial hours payments for ambulance staff of this handbook.
2.6 The standard hours of work are set out in section 10: Hours of the working week paragraph 10.1.
2.7 Staff will receive an unsocial hours' payment for their work during standard hours which is done at the times shown in table 2 in this section.
2.8 Unsocial hours' payments will be worked out using basic salary. These payments will include any long-term recruitment and retention premiums. The payment 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:Overtime payments) of this handbook will apply. Paragraphs 2.25 to 2.27 in this section and annex 29: Principles for harmonised on-call arrangements of this handbook 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

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
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: Provisions for unsocial hours payments for ambulance staff of this handbook;
- 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, (section 14: Sickness absence see paragraph 14.7 (England) and who are not in receipt of injury allowance.

2.14 Unsocial hours payments will be pensionable and will count for contractual maternity, adoption and shared parental pay, in line with section 15: Leave and pay for new parents (England, Wales and Scotland).
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 section 13: Annual leave and general public holidays paragraph 13.9.

Part time staff and other staff working non-standard hours

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

2.18 Staff on harmonised hours contracts will be eligible for unsocial hours payments as in table 2 of this section.

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 their 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: Principles for harmonised on-call arrangements.
2.27 The interim regime formerly set out in this section is consistent with these principles. It is now in annex 29: Principles for harmonised on-call arrangements.

Christmas and New Year holidays at weekends

2.28 General and public holiday entitlements are in section 13 Annual leave and general public holidays. 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.
Information note number 1: amendment number 34

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

Section 2: Maintaining round the clock services (Northern Ireland)
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 33 *Balancing work and personal life* sets out the principles underlying this.
2.2 This Section was effective from 1 April 2020. 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 2020, 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 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 Northern Ireland were moved to the system in Annexes 5 and 6 by 1 April 2011. The transitional arrangements were 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. For staff choosing to move to band 2 from band 1, they should continue to receive payment of unsocial hours payments at the rates applicable to band 1 until such time as their full time salary exceeds that which is received at band 1.

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 payment

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

Section 2: Maintaining round the clock services (Scotland)

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 [1].

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 The arrangements which will apply to ambulance staff in Scotland and Wales will be discussed and agreed in partnership in each country [2].

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

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

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

2.8 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 on Saturday (midnight to midnight) and any week day after 8 pm and before 6 am**	**All time on Sundays and Public Holidays (midnight to midnight)**
1	Time plus 50%	Double Time
2	Time plus 44%	Time plus 88%
3	Time plus 37%	Time plus 74%

4 – 9	Time plus 30%	Time plus 60%

2.9 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).
2.10 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.
2.11 Staff will only receive one rate of unsocial hours payment for each hour worked.

Occupational sick pay and contractual maternity pay
2.12 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
2.13 Pay during annual leave is set out in paragraph 13.9.

Part time staff and other staff working non-standard hours
2.14 Part time staff working less than 37½ hours a week will be eligible for unsocial hours payments.
2.15 Staff on annualised hours contracts will be eligible for unsocial hours payments as in Table 2.

Self-rostering schemes
2.16 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
2.17 This agreement may be used retrospectively or prospectively. It will be for local partnerships to decide which option best meets local operational needs.
2.18 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.

2.19 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.

2.20 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.

2.21 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 services cover from 1 April 2011

2.22 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.

2.23 Employees on-call are entitled to receive an on-call payment. From 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.

2.24 The" interim regime" formerly set out in this Section is consistent with these principles. It is now in Annex 29.

Note: On-Call arrangements in Scotland are set out in NHS Scotland Circular PCS(AFC)2015/3.
Further clarification on the issue of protection can be found in NHS Scotland Circular PCS(AFC)2013/6.
Pay and terms and conditions circulars for Scotland can be found on Scotland's Health on the Web (SHOW) website at: https://www.publications.scot.nhs.uk/

Christmas and New Year holidays at weekends
2.25 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. 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 payment

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 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(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. Christmas and New Year holidays at weekends
2.29 General and public holiday entitlements are in section 13. These include Christmas Day, Boxing Day (26 December) and New Year's Day. When any of these holidays falls on a Saturday or Sunday arrangements will need to be made to ensure that the right of staff to three public holidays in the Christmas and New Year holiday period is preserved. Annex 25 sets out what applies when staff work on general and public holidays in this holiday period.
Pay circular (AforC) 2/2013: amendment number 28

Section 3: Overtime payments

Overtime payments
3.1 For the purposes of this section 3, overtime is those hours worked in excess of 37.5 per week. 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 37.5 hours in the week that the additional hours are worked.

3.4 The overtime rates set out in 3.1 above will apply whenever overtime hours are worked, 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 as overtime.
3.5 Staff may request to take time off in lieu as an alternative to overtime payments. However, staff who, for operational reasons, are unable to take time off in lieu within three months must be paid at the overtime rate.
3.6 Senior staff paid in pay bands 8 or 9 will not be entitled to overtime payments.
3.7 Time off in lieu of overtime payments will be at plain time rates.

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: High cost area supplements. 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: High cost area payment zones. 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 all staff in that area, or (in the case of areas where no supplement exists) to introduce a supplement. This can only be implemented where:

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

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

staff groups in particular localities (see section 5: Recruitment and retention premia).
See the question and answer guidance in annex 28(England and Wales) or annex 28: Guidance on frequently asked questions (Scotland and Northern Ireland)
Note: It is recommended that organisations monitor / review the above payments / supplements on an annual basis to ensure there is no disproportionate / inequitable bias on the grounds of any protected characteristic.
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 (a job "weight" score which assigns a pay band through the job evaluation process).
5.2 Subject to the provisions below, NHS employers may apply a recruitment and retention premium to posts of a specific class or type. Premiums may also be applied to individual posts where the post is unique within the organisation concerned (such as the head of a department or service).
5.3 Recruitment and retention premia may also be awarded on a national basis to particular groups of staff on the recommendation of the NHS Pay Review Body (NHSPRB) where there are national recruitment and retention pressures. The Review Body must seek evidence or advice from NHS employers, staff organisations and other stakeholders in considering the case for any such payments. Where it is agreed that a recruitment and retention payment is necessary for a particular group, the level of payment

should be specified or, where the underlying problem is considered to vary across the country, guidance should be given to employers on the appropriate level of payment.
5.4 Recruitment and retention premia will be supplementary payments over and above the pay that post holders receive by virtue of their position on their pay band, any high cost area supplements, or any payments for unsocial hours or on-call cover.
5.5 Recruitment and retention premia will apply to posts. Where an employee moves to a different post that does not attract a recruitment and retention premium, either within the same organisation or elsewhere in the NHS, their entitlement to any previous recruitment and retention premium will cease although the provisions for pay on promotion and long-term RRPs in section 1.18 may apply.
5.6 NHS employers and staff representatives, in partnership, will follow the procedure set out in annex 10: Local recruitment and retention premia 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: Additional freedoms for NHS foundation trusts in England.
Pay circular (AforC) 3/2011: amendment number 24

Section 6: Career progression (England)

Career progression
Equality of access to the annual system of performance appraisal review, development and career progression should be provided to all staff, regardless of their background, hours worked or any other non-standard term in the contract of employment. Information showing the completion of annual reviews each year should be reported within NHS organisations' statutory annual public sector equality duty (PSED) reports.
Information on training and development opportunities should be widely publicised. The outcome of the take up of such opportunities should be monitored as part of the diversity monitoring process and similarly included in organisation's statutory PSED report.

In addition, the annual system of performance appraisal review, development and career progression should be regularly monitored to identify where and how processes can be improved, and to enable the planning of potential positive action initiatives for under-represented groups

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 to deliver high quality services. The KSF can be used to support the annual system of performance review and development for staff and has been designed to apply to all staff covered by Agenda for Change contracts..

Simplified process

6.2 The NHS Staff Council guidance Appraisals and KSF made simple - a practical guide enables NHS organisations to develop and implement local arrangements that are consistent with the principles underlying the national KSF. Employers may use the NHS KSF or other skills/competency frameworks, which are in line with the KSF principles.

6.3 The guidance detailed in paragraph 6.2 in this section, supplements rather than replaces the fullKSF . 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 KSF 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 employees 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: Pay progression 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 force of circumstance will be carried over to the following year, unless agreed otherwise.

6.12 Managers and staff must work collaboratively to fulfil agreed development plans. Employers will encourage staff members to progress and develop. 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 time to fulfil training and/or development needs related to their current job. Employers will also ensure staff members have financial and other support as required 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. This is to help staff prepare for a more senior role or transfer to a different area of work within the NHS.

6.13 Staff members may choose, to commit personal time and resources, but cannot be required to do so. It is the employer's responsibility to support employees and their personal efforts appropriately. Where development needs essential to the post are agreed with the employer, there will not 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. Particular consideration should also be given to those staff working flexibly and with caring responsibilities.

Development of professional roles

6.15 Guidance on the development of roles for healthcare professionals on pay band 5 is in annex 20: Development of professional roles.

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: Pay Progression (England) and applied so as not to disadvantage a member of staff joining part way through the performance review cycle. This process should be an integral part of the induction/ onboarding process.

6.17 Where an employee 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 19and annex 15: Other terms and conditions). 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 (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 local arrangements that are consistent with the principles underlying the national KSF Framework.
6.3 The guidance detailed in paragraph 6.2 in this Section, supplements rather than replaces the full Knowledge and Skills Framework. Paragraphs 6.4 to 6.15 in this Section outline the processes for development reviews

which were agreed as part of the original KSF documentation. Organisations may wish to continue to refer to the original provisions if the local partners wish to do so or to pursue the new guidance. The guidance could also be used to complement existing good local practice where the full KSF has not been implemented.

Development review process

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

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

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

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

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

- how the duties and responsibilities of the job are being undertaken, based on current agreed objectives;

- the application of knowledge and skills in the workplace;
- the consequent development needs of the individual member of staff.

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

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

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

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

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

6.14 Staff members will contribute to undertaking the agreed personal development plan through their personal effort. They may individually choose, where appropriate, to commit personal time and resources, especially in those areas relating to longer-term career development. It is the employer's responsibility to support individuals and their personal efforts appropriately. Where development needs essential to the post are agreed with the employer, there will not normally be any requirement for the employee to use his or her unpaid personal time.
6.15 Local development and review processes must be designed to ensure that part-time staff and those working outside normal hours, have equal access to them.

Career development moves
6.16 Where a member of staff moves to another job in the NHS covered by this agreement, 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.
6.17 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
6.18 Individuals may be moved into a higher pay band where it is necessary to fill a post on a temporary basis when a vacancy is unfilled, but being advertised, or the post is being held open for someone who is due to return, e.g. from long-term sickness absence, maternity leave, or from extended training.

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

Pay on promotion
6.21 Pay on promotion should be set either at the minimum of the new pay band or, if this would result in no pay increase, the first pay point in the band which would deliver an increase in pay (by reference to basic pay plus any recruitment and retention premium, if applicable).
Pay circular (AforC) 2/2013: amendment number 28

Section 6: Career progression (Scotland)

The knowledge and skills framework, personal development planning and review
6.1 The NHS Knowledge and Skills Framework is a tool for describing the knowledge, skills and learning and development that 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.

6.2 The KSF is a broad framework which supports a fair and consistent approach to Personal Development Planning and Review. The principles of Personal Development Planning and Review are based on treating all staff fairly and equitably. In turn, individual members of staff are expected to develop and apply their knowledge and skills to meet the demands of their post and to work safely and effectively.

6.3 NHS Scotland has developed a full range of guidance and support which can be accessed at www.ksf.scot.nhs.uk. In addition, the Partnership Information Network policy on Personal Development, Planning and Review provides further information and support.

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 Full information on these arrangements for NHS Scotland Agenda for Change Staff can be found at www.ksf.scot.nhs.uk, and in the Partnership Information Network Policy on Personal Development, Planning and Review.

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. 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.

Appraisal and Incremental Progression
6.16 As part of the three year Agenda for Change deal agreed in 2018, NHS Scotland Employers and Staff Side agreed to review the current approach to Appraisal and Incremental Progression. All sides acknowledge the clear link between staff experience and patient outcomes, and want to ensure that any change to the current arrangements maintains and improves the staff experience. The key principles that have been agreed are:

- NHS Scotland will continue the cultural journey of focusing on meaningful discussions rather than KSF paperwork.
- All NHS Scotland Staff must be engaged in an appraisal dialogue on at least an annual basis.
- Statutory and mandatory training should be anchored within the appraisal process.
- We will create a uniform and consistent approach to statutory and mandatory training across NHS Scotland in order to meet our Staff Governance Standards. By adopting a Once For Scotland approach, staff will be able to transfer their training records between employers.
- Incremental pay progression will be automatic in all but exceptional circumstances. However, progression may be pause where:
- An employee is within a formal capability process at stage 2 or beyond.
- Through employee choice, required statutory/mandatory training has not been completed within agree deadlines.

Career development moves

6.17 Where a member of staff moves to another job in the NHS covered by this agreement, their new manager will arrange to discuss with them their personal development plan based on their existing skills and their learning needs in the new post.

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.

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)

Chapter footnotes

1 a b See the question and answer guidance at Annex 28.

2 a b See PCS(AFC)2007/3 (https://www.sehd.scot.nhs.uk/pcs/PCS2007%28AFC%2903.pdf) for further information.

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

Section 12: Contractual continuity of service

Reckonable service
12.1 An employee's continuous previous service with any NHS employer counts as reckonable service in respect of NHS agreements on redundancy, maternity, sick pay and annual leave.
12.2 Employers have discretion to take into account any period or periods of employment with employers outside the NHS, where these are judged to be relevant to NHS employment. 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
2See the question and answer guidance in Annex 28 (England and Wales) or Annex 28 (Scotland and Northern Ireland).
Information note number 2: amendment number 34

Section 13: Annual leave and general public holidays

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

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

13.1.1 With effect from the 2021/2022 annual leave year, the annual leave entitlement for NHS Wales staff will be increased by one additional day on appointment.
13.2 Local arrangements to consolidate some or all of the general public holidays into annual leave may operate, subject to agreement at local level.
13.3 These leave entitlements include the two extra-statutory days available in England and Wales in the past. Therefore, any local arrangements to add days on account of extra-statutory days will no longer apply. In Scotland this entitlement includes the two additional days that could previously be designated as either statutory days or annual

leave. In Northern Ireland this entitlement also contains the two extra statutory days, however there are ten general public holidays.

13.4 Staff required to work or to be on-call on a general public holiday are entitled to equivalent time to be taken off in lieu at plain time rates, in addition to the appropriate payment for the duties undertaken. See Section 2 (England and Wales) or Section 2 (Scotland and Northern Ireland) and Annex 292.

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).
Information note number 1: amendment number 34

Note: For further guidance on pay during annual leave, visit our TCS Resource hub.

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 Group (HSWG) 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:

- 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:

- 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.

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 Group (HSWG) 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 Regularly paid supplements will not be paid for the first week of sickness absence.

For the following groups of staff pay during sickness absence is calculated on the basis of what the individual would have received had they been at work:

- staff who are absent for a period of continuous sickness absence exceeding 1 week, i.e. pay during continuing absence from the second week;
- 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);

- where an individual receives a diagnosis that they have a time specified terminal illness, any allowances or payments linked to working patterns will be back dated to the first day of sickness absence.

For these staff pay during sickness absence 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.

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

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

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

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

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

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

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

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

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

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

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

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

14.20 Staff who are on sickness absence due to a work related injury, disease or other health condition may also be entitled to payment of an

injury allowance as defined in Section 22.

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

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

14.4 The definition of full pay will include regularly paid supplements, including any recruitment and retention premia, payments for work outside normal hours and high cost area supplements. Sick pay is calculated on the basis of what the individual would have received had he/she been at work.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;
- absence caused by injuries, diseases, or other health conditions that are wholly or mainly attributable to the employee's NHS employment and which have been sustained or contracted in the discharge of the employee's duties of employment, as defined in paragraph 22.3;
- absence caused by injury resulting from a crime of violence, not sustained on duty but connected with or arising from the employee's employment, where the injury has been the subject of payment by the Criminal Injuries Compensation Authority (England, Wales and Scotland) and the Compensation Agency (Northern Ireland);
- absence caused by injury resulting from a crime of violence as described in the bullet immediately above, but which has not attracted payment of an award as it has not met the loss of earnings criteria or was not one for which compensation above the minimum would arise.

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

Conditions for contractual sick pay

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

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

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

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

14.11 These arrangements will be in accordance with local sickness absence procedures, established in accordance with Annex 26, and will only apply where the failure to undertake the final review meeting is due to delay by the employer. This provision will not apply where a review is delayed due to reasons other than those caused by the employer.
14.12 Employers will also have discretion to extend the period of sick pay on full or half pay beyond the scale set out in paragraph 14.2 in this Section:

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

14.13 During the rehabilitation period employers should allow employees to return to work on reduced hours or, where possible, encourage employees to work from home without loss of pay. Any such arrangements need to be consistent with statutory sick pay rules.
14.14 Sick pay is not normally payable for an absence caused by an accident due to active participation in sport as a profession, or where contributable negligence is proved.
14.15 An employee who is absent as a result of an accident is not entitled to sick pay if damages are received from a third party. Employers will advance to an employee a sum not exceeding the amount of sick pay payable under this scheme, providing the employee repays the full amount of sickness allowance to the employer, when damages are received. Once received the absence shall not be taken into account for the purposes of the scale set out in paragraph 14.2 in this Section.
14.16 Employers may, at any time, require an employee absent from work due to illness to attend an examination by a medical practitioner. Furthermore, staff do not need to be off sick to be referred by their employer for a medical. The employer will meet the cost of any medical examination.
14.17 After investigation, consultation and consideration of other alternative posts, and where there is no reasonable prospect of the employee returning to work, employers will have the option to terminate employment before the employee has reached the end of the contractual paid sick absence period, subject to the employers' agreed sickness absence policies and procedures.

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

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

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

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 15.15 to 15.18 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 15.19 to 15.44 of this section set out the maternity and adoption leave and pay entitlements of NHS employees under the NHS occupational scheme.
15.5 Paragraphs 15.45 to 15.65 of this section set out the shared parental leave and pay entitlements of NHS employees under the NHS occupational scheme.

15.6 Paragraphs 15.66 to 15.83 set out arrangements for Keeping in Touch days and shared parental leave in touch days, and arrangements for returning to work.
15.7 Paragraphs 15.84 to 15.99 detail miscellaneous provisions for maternity, adoption and shared parental leave situations.
15.8 Paragraphs 15.100 to 15.106 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 15.107 to 15.110 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 15.111 to 15.117 outline the leave and pay available for partners of new parents (paternity leave).
15.11 Paragraph 15.118 outlines the leave and pay available for neonatal care leave.
15.12 Paragraph 15.119 outlines the leave for Bereaved Partner's Paternity Leave and paragraph 15.120 explains how to get further information about employees' statutory entitlements.
15.13 Where, locally, staff and employer representatives agree arrangements which provide benefits to staff beyond those provided by this section, those local arrangements will apply.
15.14 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:

15.15 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 15.107 to 15.110) 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 15.25);
(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:
15.16 An employee working full-time or part-time will be entitled to paid and unpaid adoption leave under the NHS occupational adoption 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 the GOV.UK website for surrogacy guidance), and
ii) they have 12 months' continuous service (see paragraphs 15.107 to 15.110) 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:

15.17 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.

15.18 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 15.107 to 15.110) 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

15.19 If the employee subsequently wants 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 maternity leave and pay

15.20 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 15.94 and 15.95);

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

15.21 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.

iv) for the final 13 weeks, the employee will receive no pay.

15.22 By prior agreement with the employer, occupational maternity pay may be paid in a different way, for example a combination of full pay and

half pay, or a fixed amount spread equally over the maternity leave period. 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

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

i) in the event of a pay award or 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

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

Commencement and duration of maternity leave

15.25 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

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

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

Pre-term birth

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

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

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

15.31 Where an employee's baby is born before the 11th week before the expected week of childbirth and the baby is in hospital, the employee may split 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

15.32 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

15.33 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

15.34 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 normal duties, the employer should provide suitable alternative work for which the employee will receive their normal rate of pay. Where it is not reasonably practicable to offer suitable alternative work, the employee should be suspended on full pay.

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

Note: For further guidance on calculating maternity pay, visit our TCS Resource hub.

Adoption leave

Changing the adoption leave start date

15.36 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

15.37 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 15.94 and 15.95);

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

15.38 Where an employee intends to return to work the amount of occupational adoption pay receivable is as follows:

i) for the first eight weeks of absence the employee will receive full pay, less any Statutory Adoption Pay receivable;

ii) for the next 18 weeks the employee will receive half of full pay, plus any Statutory Adoption Pay receivable, providing the total receivable does not exceed full pay;

iii) for the next 13 weeks, the employee will receive any Statutory Adoption Pay that they are entitled to under the statutory scheme;

iv) for the final 13 weeks, the employee will receive no pay.

15.39 By prior agreement with the employer, occupational adoption 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 adoption leave period. Where occupational adoption 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 adoption pay

15.40 Full pay will be calculated using the average weekly earnings rules used for calculating Statutory Adoption 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 adoption leave period begins, the adoption pay should be calculated as though the pay award or new pay point had effect throughout the entire Statutory Adoption Pay calculation period. If such a pay award was agreed retrospectively, the adoption 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 adoption leave period, the adoption 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 adoption 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 Adoption 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 14.5 and 14.6 of this agreement.
iv) in the case of an employee currently on adoption leave who intends to take a second period of adoption leave, either concurrently or in close succession to the first, who is in receipt of:

- half of full pay (plus any Statutory Adoption Pay receivable), or
- Statutory Adoption Pay, 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 Adoption Pay purposes, average weekly earnings for the second period of adoption leave shall be calculated on the basis of notional full pay.

Unpaid occupational leave

15.41 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.

Fostering for adoption

15.42 Prospective adopters who have been approved by their adoption agency under a “concurrent” or “fostering for adoption” arrangement may choose to start their adoption leave when a fostering placement is made or when the child is matched with them for adoption. Only one set of adoption leave is payable per placement. Receipt of fostering allowances and payments during the fostering phase of placement will not affect any adoption pay payable under this agreement.

Adoption disruption

15.43 Should the adoption break down (“Be disrupted”) the employee will be entitled to continue their adoption leave and receive the appropriate payment for that time.

Overseas adoption

15.44 For an employee to qualify for adoption leave and or pay resulting from an overseas adoption, they must:

i) tell their employer the date of the official notification (permission from a GB authority for an adoption abroad) and the estimated date that the child will arrive in GB. This must be done within 28 days of receipt of the official notification;

ii) tell their employer the actual date the child arrives in GB within 28 days of this date;

iii) provide their employer with a minimum of 28 days’ notice of when they wish to commence their adoption leave and pay (noting that adoption leave can only commence after the child has entered GB and must start no later than 28 days after the child has entered GB);

iv) provide appropriate documentation and proof of the adoption to the employer including but not limited to the official notification and evidence that the child has entered GB.

Shared parental leave

15.45 In order to access enhanced shared parental leave employees will be required to complete the appropriate forms produced by ACAS and

available on the Government website (https://www.gov.uk/shared-parental-leave-and-pay/applying-for-leave-and-pay). As stated on the statutory forms, some employers may provide their own standard forms for employees to use. Employing organisations will need to be able to satisfy themselves that they have all the information necessary to offer this enhanced benefit.

15.46 Employing organisations may at their discretion require the individual to provide additional information on their circumstances where this is reasonable and necessary to determine entitlements.

15.47 It is the responsibility of the employee to ensure that all information provided is accurate. Where inaccurate information is provided that leads to overpayment of statutory or occupational entitlements, the employing organisation will have a right to reclaim any overpayment. Providing deliberately inaccurate information may also lead to the employing organisation taking disciplinary or other action against the employee.

15.48 It is recommended that organisations develop their own local shared parental leave policy and processes in partnership with local staff sides to ensure application processes are consistent and to enable local audit procedures to be carried out where necessary, ensuring equality duties are met.

Booking and varying shared parental leave

15.49 Shared parental leave and pay must be taken within one year of the birth of the child, or the date the child was placed with the family in cases of adoption.

15.50 Following notification of their intention to take shared parental leave, an employee should provide notice to book a period of leave. The minimum period of notice to book or amend a period of leave shall be eight weeks.

15.51 An employee can provide up to three notices to book leave. This includes notices to vary a previously agreed pattern of leave.

15.52 Each of the three notices to book leave may include a single, continuous or discontinuous block of leave.

15.53 Requests for single blocks of leave cannot be refused.

15.54 Confirmed leave arrangements can be amended by the submission of a notice to vary the agreed period of leave. An employee can submit a notice to extend a period of leave, end it sooner than previously agreed or consolidate a number of discontinuous weeks in to a single block of leave

using a variation notice. Eight weeks' notice must be given but flexibility should be provided in the event of early and late births.

15.55 In instances where discontinuous periods of leave are requested, employers are not bound to agree the requested pattern. A two-week discussion period between the employee and employer will commence on the date the employee submits the booking notice. The review will look at the requested pattern of leave and discuss possible alternatives. In the limited circumstances where the employer refuses the requested pattern, they will explain the reason for the refusal. The employee cannot be prevented from taking the amount of leave they have requested within that notice, but the employer has authority over how and when it is taken.

15.56 In instances where a discontinuous period of leave has been refused and an alternative period has not been agreed during the discussion period, the total combined weeks' leave requested on that notice may be taken as a single continuous block. This should commence on a date specified by the employee but be no less than eight weeks from the date the original notice was provided to the employer. The employee has five days from the end of the two-week discussion period in which to confirm the date their leave will commence. In instances where the employee specifies no date, leave will commence on the start date of the first period of discontinuous leave that was originally applied for.

15.57 An employee is not entitled to withdraw a notice for a single continuous block of leave but may do so with the employer's express permission.

15.58 An employee may withdraw their notice to book discontinuous blocks of leave within 15 days of submitting their notice providing an agreement has not been reached with their employer about when they will be absent from work. Once the 15th day has passed any changes to a period of leave must be made by using a variation notice and a minimum of eight weeks' notice must be provided.

15.59 If a notice is withdrawn it will not count towards the three booking notifications cap.

Confirming shared parental leave and pay

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

i) the employee's paid and unpaid shared parental leave entitlements under this agreement (or statutory entitlements if the employee does not qualify under the agreement);

ii) the confirmed leave pattern, including start and end dates, for each block of shared parental leave the employee and employer have agreed will be taken;
iii) confirmation of the notification process and the required notice periods for instances where agreed blocks of leave need to be amended; and
iv) the length of any period of accrued annual leave which it has been agreed may be taken following the end of shared parental leave (see paragraphs 15.94 and 15.95).

Paid shared parental leave: amount of pay

15.61 Eligible employees will be entitled to claim up to 37 weeks of statutory shared parental leave pay (ShPP), less any weeks of statutory maternity pay, maternity allowance or statutory adoption pay that has already been claimed by either partner. ShPP can be claimed following the birth or placement of the child, but not at the same time as the compulsory two weeks of leave following the birth or placement of the child. ShPP is paid at a rate set by the government each year.
15.62 Where an employee intends to return to work after a period of shared parental leave, the maximum joint entitlement of an eligible couple to occupational shared parental pay will be as set out below. The maximum entitlement will only apply where either parent has not already received statutory or occupational maternity pay, maternity allowance or statutory or occupational adoption pay in respect of the child. Where such pay (excluding pay during the compulsory two-week maternity/adoption leave period) has been received by either parent, the maximum joint entitlement set out below will reduce proportionate to the amount of maternity or adoption pay which has either been taken and paid to either parent, or notified as intending to be taken by either parent.
i) for the first six weeks of absence the employee will receive full pay. Full pay is inclusive of any ShPP. The total receivable cannot exceed full pay;
ii) for the next 18 weeks of absence the employee will receive half of full pay plus any ShPP. The total receivable cannot exceed full pay;
iii) for the next 13 weeks, the employee will receive any ShPP that they are entitled to under the statutory scheme.
iv) for the final 13 weeks, the employee will receive no pay.

15.63 An NHS employer (as defined at Annex 1) will not pay more than 26 weeks, 8 weeks' full pay (including the two weeks' compulsory leave) and 18 weeks' half pay, to employees accessing occupational maternity or

adoption or shared parental pay in aggregate to an eligible couple. This is irrespective of whether one or both parents are NHS employees as shared parental leave and pay is a joint entitlement.

Calculation of shared parental leave pay

15.64 Full pay will be calculated using the average weekly earnings rules used for calculating Statutory Shared Parental 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 shared parental leave period begins, the shared parental pay should be calculated as though the pay award or new pay point had effect throughout the entire Statutory Shared Parental Pay calculation period. If such a pay award was agreed retrospectively, the shared parental 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 shared parental leave period, the shared parental 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 shared parental 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 Shared Parental Pay purposes, average weekly earnings for the period of sick absence shall be calculated on the basis of notional full sick pay.

Unpaid occupational leave

15.65 Employees are also entitled to take a further 13 weeks as unpaid leave to bring the total for shared parental leave to 50 weeks. However, this may be extended by local agreement in exceptional circumstances.

Note: For further guidance on shared parental leave, visit our TCS Resource hub.

Keeping in touch during the maternity, adoption, or shared parental leave period

15.66 Before going on leave, the employer and the employee should also discuss and agree any voluntary arrangements for keeping in touch during the employee's maternity, adoption, or shared parental leave, including:
i) any voluntary arrangements that may help them keep in touch with developments at work and, nearer the time of their return, to help facilitate their return to work;
ii) keeping the employer in touch with any developments that may affect their intended date of return.
15.67 To facilitate the process of keeping in touch, it is important that the employer and employee have early discussions to plan and make arrangements for "keeping in touch days" (KIT days), or "shared parental leave in touch" (SPLiT) days, before the employee's maternity leave, adoption leave, or shared parental leave takes place.
15.68 To enable employees to take up the opportunity to work KIT and SPLiT days, employers should consider the scope for reimbursement of reasonable childcare costs or the provision of childcare facilities.
15.69 KIT / SPLiT days are intended to facilitate a smooth return to work for employees returning from maternity, adoption, or shared parental leave.
15.70 An employee may work for up to a maximum of ten KIT days without bringing their maternity or adoption leave to an end. Any days of work will not extend the maternity / adoption leave period.
15.71 An employee may work up to a maximum of twenty SPLiT days without bringing their shared parental leave to an end. Any days of work will not extend the shared parental leave period. This will enable employees on shared parental leave to work either continuously or on odd days without bringing an end to their shared parental leave and pay.
15.72 An employee may not work during the two weeks of compulsory maternity or adoption leave.
15.73 Work can be consecutive or not and can include training or other activities which enable the employee to keep in touch with the workplace.
15.74 Any such work must be by agreement and neither the employer nor the employee can insist upon it.
15.75 For KIT /SPLiT days worked the employee will be paid at their basic daily rate for the hours worked, less any occupational or statutory maternity / adoption / shared parental leave payments. If a KIT /SPLiT day

is worked in the full pay period, the employer will make arrangements to ensure the employee receives a day of paid leave in lieu once the employee has returned to work. If a KIT /SPLiT day is worked on a day of leave in the half pay period, the employer will make arrangements to ensure the employee receives a half day of paid leave in lieu once the employee had returned to work.

15.76 Working for part of any day will count as one KIT / SPLiT day.

15.77 A risk assessment must be carried out for any employee who is breastfeeding and facilities must be provided in accordance with paragraph 15.34-15.35. To ensure compliance with Workplace (Health, Safety and Welfare) Regulations 1992 employers must provide suitable rest facilities for workers who are pregnant or breastfeeding. Facilities should be suitably located and where necessary should provide appropriate facilities for the new or expectant mother to lie down. The NHS Staff Council Health Safety and Wellbeing Partnership Group have published further guidance on workplace health and safety standards.

Return to work

15.78 An employee who intends to return to work at the end of their full maternity or adoption leave, or at the end of their shared parental leave, will not be required to give any further notification to the employer, although if they wish to return early, they must give at least 28 days' notice.

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

Returning on flexible working arrangements

15.80 If, at the end of maternity, adoption, or shared parental leave, the employee wishes to return to work on different hours, the NHS employer has a duty to facilitate this, wherever possible. The employee will return to work on different hours, in the same job. If this is not possible, the employer must provide written, objectively justifiable reasons for this and the employee should return to the same pay band and work of a similar

nature and status, to that which they held prior to their maternity / adoption / shared parental absence.
15.81 If it is agreed that the employee will return to work on a flexible basis, including changed or reduced hours, for an agreed temporary period, this will not affect the employee's right to return to their job under their original contract, at the end of the agreed period.

Sickness following the end of maternity, adoption, or shared parental leave

15.82 In the event of illness following the date the employee was due to return to work, normal sickness absence provisions will apply as necessary.

Failure to return to work

15.83 If an employee who has notified their employer of their intention to return to work for the same or a different NHS employer, in accordance with paragraph 15.15, 15.16 or 15.18 fails to do so within:
i) 15 months of the beginning of their maternity / adoption leave, or

ii) three months of the end of their shared parental leave,
they will be liable to refund the whole of their maternity, adoption, or shared parental pay, less any Statutory Maternity, Adoption or Shared Parental Pay, received. In cases where the employer considers that to enforce this provision would cause undue hardship or distress, the employer will have the discretion to waive their rights to recovery.

Miscellaneous provisions for maternity, adoption and shared parental leave

Fixed-term contracts or training contracts

15.84 Employees subject to fixed-term or training contracts which expire after the 11th week before the expected week of childbirth, or the date of matching, or the 15th week before the baby's due date if applying via a surrogacy arrangement, and who satisfy the relevant conditions in paragraphs 15.15, 15.16 or 15.18 shall have their contracts extended so as to allow them to receive the 52 weeks, which includes paid occupational and statutory maternity / adoption / shared parental pay, and the remaining 13 weeks of unpaid maternity / adoption / shared parental leave.
15.85 Absence on maternity / adoption / shared parental leave (paid and unpaid) up to 52 weeks before a further NHS appointment shall not constitute a break in service.
15.86 If there is no right of return to be exercised because the contract would have ended if pregnancy and childbirth / adoption / shared parental leave had not occurred or been taken, the repayment provisions set out in paragraph 15.83 will not apply.
15.87 Employees on fixed-term contracts who do not meet the 12 months' continuous service condition set out in paragraph 15.106 or 15.109, may still be entitled to Statutory Maternity / Adoption / Shared Parental Pay.

Rotational training contracts
15.88 Where an employee is on a planned rotation of appointments with one or more NHS employers, as part of an agreed programme of training, they shall have the right to return to work after a period of maternity, adoption or shared parental leave in the same post or in the next planned post, irrespective of whether the contract would otherwise have ended if pregnancy and childbirth/adoption/shared parental leave had not occurred. In such circumstances the employee's contract will be extended to enable the practitioner to complete the agreed programme of training.
15.89 To ensure equality of access to the provisions in this Section:
a. where an employee changes employer because their training programme has required them to do so, and

b. this means they do not have enough statutory continuous service with their current employer to access statutory maternity pay, statutory adoption pay, or statutory shared parental pay, but

c. they would have had sufficient statutory continuous service to access statutory maternity pay, statutory adoption pay, or statutory shared

parental pay had they not been required to change employer because of the training programme
the employee shall be paid, by their current employer, the value of statutory maternity / adoption / shared parental pay they would have otherwise received if their statutory continuity had not been broken by their change of employer.
15.90 Where an employee does not have enough statutory continuity of service to access statutory maternity /adoption / shared parental pay as a result of being required as part of their training programme to work in a Crown Dependency, and they would have had sufficient statutory continuous service to access statutory maternity pay, statutory adoption pay, or statutory shared parental pay had they not been required to work in a Crown Dependency, the employee shall be paid, by their current employer, the value of statutory maternity / adoption / shared parental pay they would have otherwise received if their statutory continuity had not been broken by working in a Crown Dependency.

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

Pay progression
15.92 An employee on maternity / adoption / shared parental leave will progress through their pay step on the date the pay step is due unless a pay-step review meeting has taken place prior to the commencement of leave which confirmed that the required standards for pay progression would not be met. If a pay-step review cannot be conducted prior to the pay-step date the pay-step point should be automatically applied in the individual's absence. Refer to Annex 23 (England) for further information.1
15.93 For staff on medical or dental contracts that are covered by this section the general principle will apply that there should be no detriment to pay progression or annual leave accrual as a result of taking maternity/adoption/shared parental leave.

Annual leave and public holidays
15.94 Employees on paid and unpaid maternity / adoption / shared parental leave retain their right to the annual leave and public holidays provided by Section 13 or such other terms and conditions as such be applicable to the employee.

15.95 Where unused annual leave and public holidays exceed local provisions for carry over to the next leave year it may be beneficial to the employer and employee for the employee to take the unused annual leave and public holidays before and/or after the agreed (paid and unpaid) maternity / adoption / shared parental leave period. The amount of annual leave and public holidays to be taken in this way, or carried over, should be discussed and agreed between the employee and employer. Payment in lieu may be considered as an option where accrual of annual leave and public holidays exceeds normal carry over provisions, providing this would not cause a breach in the Working Time Regulations 1998.

Pensions

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

Antenatal care

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

15.98 The pregnant employee's partner will be entitled to unpaid leave to attend two ante natal appointments. Unpaid leave, up to a maximum of six and a half hours per appointment can be accessed. The pregnant employee's partner includes a spouse, civil partner (of either sex) or a person with whom she is in a long-term relationship. Further information can be found on the government website https://www.gov.uk/working-when-pregnant-your-rights.

Pre-adoption meetings

15.99 Employees being assessed for adoption have the right to reasonable paid time off for essential meetings

Employees not returning to NHS employment

15.100 An employee who satisfies the conditions in paragraph 15.15, 15.16 or 15.18, except that they do not intend to work with the same or another NHS employer for a minimum period of three months after their maternity, adoption, or shared parental leave has ended, will be entitled to pay equivalent to Statutory Maternity / Adoption / Shared Parental Pay.

15.101 Statutory Maternity Pay (SMP) and Statutory Adoption Pay (SAP) is paid at 90 per cent of their average weekly earnings for the first six weeks of the maternity / adoption leave and to the statutory flat rate sum or 90

per cent of the average weekly earnings (whichever is lower) for the following 33 weeks.
15.102 Shared Parental Leave Pay (ShPP) is paid at a statutory flat rate sum or 90 per cent of an employee's average weekly earnings, whichever is the lower.

Employees with less than 12 months' continuous service
15.103 If an employee does not satisfy the conditions in paragraph 15.15 or 15.16 or 15.18 for occupational maternity / adoption / shared parental pay, they may be entitled to Statutory Maternity, Adoption or Shared Parental Pay. Statutory Maternity, Adoption or Shared Parental pay will be paid regardless of whether they satisfy the conditions in paragraph 15.15, 15.16 or 15.18.
15.104 If an employee's earnings are too low for them to qualify for Statutory Maternity / Adoption / Shared Parental Pay, or they do not qualify for another reason, they should be advised to claim maternity allowance (if applicable) or any other possible benefits from their local Job Centre Plus. Information on maternity allowance is available on the government website https://www.gov.uk/maternity-allowance.
15.105 All employees will have a right to take 52 weeks of maternity / adoption / shared parental leave whether or not they return to NHS employment.
15.106 Paragraph 15.119 contains further information on statutory entitlements.

Continuous service
15.107 For the purposes of calculating whether the employee meets the qualification set out in paragraph 15.15, 15.16 or 15.18 to have had 12 months of continuous service with one or more NHS employers, NHS employers include health authorities, NHS boards, NHS trusts, and the Northern Ireland Health Service and are set out in Annex 1. The following breaks in service will be disregarded (but do not count as service)
For the avoidance of doubt, absence on maternity leave, adoption leave, or shared parental leave (paid or unpaid) as provided for under this agreement counts as continuous service.
i) a break in service of three months or less will be disregarded
ii) employment under the terms of an honorary contract;
iii) employment as a locum in a general practice setting for a period not exceeding 12 months;

iv) a period of up to 12 months spent abroad as part of a definite programme of postgraduate training on the advice of the postgraduate dean or college or faculty advisor in the speciality concerned;
v) a period of voluntary service overseas with a recognised international relief organisation for a period of 12 months, which may exceptionally be extended for 12 months at the discretion of the employer which recruits the employee on their return;
vi) absence on an employment break scheme in accordance with the provisions of Section 34 of this Handbook;
vii) for doctors and dentists in training, time spent outside of NHS employment (employers not listed at Annex 1) in an Out of Programme (OOP) placement approved by the Postgraduate Dean;
viii) for doctors and dentists in training, time spent employed in the health service of a UK Crown Dependency as part of an approved training programme.
15.108 Employers may at their discretion extend the period specified in paragraph 15.107.
15.109 Employment as a doctor in training in a general practice setting in accordance with the provisions of the Trainee Practitioner Scheme, shall not be regarded as a break in service and shall count as service.
15.110 Employers have the discretion to count other previous NHS service or service with other employers.

New parent support leave and pay (paternity leave)
15.111 This provision builds on statutory paternity leave and pay and applies to the father of the child (including adoptive fathers), the mother's spouse or partner (whether opposite or same sex) or nominated carer.
15.112 NHS organisations have scope locally to agree more favourable arrangements where they consider it necessary, or further periods of unpaid leave on an individual basis.
15.113 All eligible employees are entitled to two weeks of new parent support leave which as a minimum can be split into two one-week blocks and can be taken at any time during the first year of the birth or the placement of the child for adoption.
15.114 Employees granted new parent support leave will receive full pay during this period if they have 12 months' continuous service with their or any other NHS employer before they take their leave.
15.115 Full pay will be calculated on the basis of the average weekly earnings rules used for calculating occupational maternity / adoption pay

entitlements. The employee will receive full pay less any statutory paternity pay receivable.
15.116 Only one period of new parent support pay is ordinarily available when there is a multiple birth.
15.117 Employees who are not eligible for the two weeks of pay during their new parent support leave may still be entitled to statutory paternity pay subject to meeting the qualifying conditions described in the relevant legislation. Details of the qualifying conditions can be found on www.gov.uk

Neonatal care (leave and pay)
15.118 All NHS employers must ensure local policies incorporate the statutory neonatal care Act 2023 provisions. This provision provides statutory leave and pay provisions for parents whose newborns have received medical or palliative neonatal care for a period of seven days or more in the first 28 days post birth.

Bereaved Partner's Paternity Leave
15.119 All NHS employers in England, Wales and Scotland, must ensure local policies incorporate the statutory Bereaved Partner's Paternity Leave Regulations 2026. This provision provides statutory leave for parents who experience the death of a partner, who was the mother of the child or the primary care giver, within the first year of the child's life or adoption.

Further information
15.120 There are occasions when employees are entitled to other statutory benefits / allowances and information about these and all statutory maternity, adoption, shared parental leave, neonatal and paternity rights can be found on the Gov.uk website. Information about health and safety for new and expectant mothers at work can be found on the government website.

Amendment number 43: NHS TCS Advisory Notice 01/2021
1 Scotland has its own established pay progression arrangements which will continue to operate until the revised approach negotiated through the Scottish terms and conditions committee is put in place. The service will receive further communication about these in due course.
2 This section, agreed by the UK Staff Council for application from 1 April 2019 includes provisions already put in place in Scotland on 2 April 2015 by

DL(2015)5, and subsequently included in the Supporting the Work-Live Balance Partnership Information Network (PIN) policy. In Scotland, this section should be read in conjunction with the most up to date PIN policies which can be found at www.staffgovernance.scot.nhs.uk.

Section 16: Redundancy pay (England)

Introduction

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

Definition of redundancy

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

- the fact that the employer has ceased, or intends to cease to carry on the business for the purposes of which the employee was employed; or to carry on the business in the place where the employee was so employed; or

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

Qualification for a redundancy payment

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

Definition of continuous service

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

Definition of reckonable service

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

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

16.6 The following employment will not count as reckonable service:

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

Definition of a month's pay

16.7 “Month’s pay” means whichever is the more beneficial of the following calculations:

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

Calculation of redundancy payment

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

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

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

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

Qualification criteria

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

- be an active member of the NHS Pension Scheme in respect of the employment that is being terminated;
- have at least two years' continuous service and two years' qualifying membership of the NHS Pension Scheme;
- have reached the minimum pension age. The Finance Act 2004 allows for protection of a minimum pension age of 50, for members who had the right to take reduced benefits at that age on 5 April 2006. This protection may continue as long as members retiring early after 6 April 2010 take all their benefits payable under scheme rules. In the NHS Pension Scheme,

for those without this protection, members who first joined and some who returned to the scheme after 6 April 2006, minimum pension age is 55.

Definition of qualifying membership

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

Use of redundancy payment to pay for early retirement

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

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

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

16.15 If the redundant member of staff does not wish to take unreduced or partly reduced pensions benefits early, they can opt to keep their redundancy lump sum payment and either preserve their pension benefits

for payment at a later date or take those benefits immediately but with a reduction applied in the same way as if the member had opted to take voluntary early retirement.

Repayment

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

Treatment of concurrent pensionable employment

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

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

16.18 Members with concurrent practitioner and non-practitioner employments (as defined by the relevant NHS pension scheme), who choose to cease all pensionable employments, will receive only their non-practitioner benefits on redundancy grounds. Where appropriate, benefits for practitioner membership may be taken on an early retirement basis with an actuarial reduction or preserved for payment at normal pension1 age2.

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

Exclusion from eligibility

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

- they are dismissed for reasons of misconduct, with or without notice; or

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

Suitable alternative employment

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

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

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

Early release of redundant employees

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

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

Claim for redundancy payment

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

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

Retrospective pay awards

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

Disputes

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

Early retirement in the interests of the efficiency of the service

16.29 Members of the NHS Pension Scheme will receive payment of benefits without reduction if they retire early in the interests of the efficiency of the service, and they satisfy the qualifying conditions set out in paragraph 16.10. Retiring early in the interests of the service is a flexibility available at employer discretion. In these cases, no redundancy payment is due. In agreeing to retirement in the interests of the service, the employer undertakes to pay the costs of paying the pension and lump sum early. Employers will need to ensure that they exercise this discretion appropriately and will be conscious of the implications of any potential discrimination on grounds of age, gender, gender identity or gender expression, pregnancy or maternity, marriage or civil partnership, race, religion or belief, disability, or sexual orientation.

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

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

Employer responsibilities

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

Transitional arrangements

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

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

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

2 Practitioners are general medical and general dental practitioners.

To note:

Section 16

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

16.12 *- It is open to qualifying members to take early retirement under the normal scheme arrangements for voluntary early retirement or normal age*

16.15 *Where practitioner membership ended 12 months or more before the date of non-practitioner retirement on redundancy, and all other posts have ceased, practitioner benefits will be paid at the same time as the redundancy benefits and associated pension costs will be met by the NHS employer authorising retirement.*

Practitioners are general medical and general dental practitioners.
Pay circular (AforC) 2/2015: amendment number 35

Note: For further guidance on NHS redundancy arrangements, visit our TCS Resource hub.

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

Introduction

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

Definition of redundancy

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

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

Qualification for a redundancy payment

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

Definition of continuous service

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

Definition of reckonable service

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

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

16.6 The following employment will not count as reckonable service:

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

Definition of a month's pay

16.7 “Month’s pay” means whichever is the more beneficial of the following calculations:

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

Calculation of redundancy payment

16.8 The redundancy payment will take the form of a lump sum, dependent on the employee's reckonable service at the date of termination of employment. The lump sum will be calculated on the basis of one month's pay for each complete year of reckonable service, subject to a minimum of two years' (104 weeks') continuous service and a maximum of 24 years' reckonable service being counted.
16.9 Fractions of a year of reckonable service will not be taken into account.

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

Qualification criteria

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

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

Definition of qualifying membership

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

Use of redundancy payment to pay for early retirement

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

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

Treatment of concurrent pensionable employment

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

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

16.15 Members with concurrent practitioner and non-practitioner employments, who choose to cease all pensionable employments, will receive only their non-practitioner benefits on redundancy grounds. Where appropriate, benefits for practitioner membership may be taken on

an early retirement basis with an actuarial reduction or preserved for payment at age 60.2 3

16.16 The employer who authorises early retirement will be responsible for the pension costs accruing from other terminating employment. If a member returns to work after taking their pension, their pension will be abated, if the combined value of their pension and salary is greater than they earned prior to retirement. This will continue until they reach their normal pension age.

Exclusion from eligibility

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

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

Suitable alternative employment

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

16.19 ‘Suitable alternative employment’, for the purposes of paragraph 17, should be determined by reference to Sections 138 and 141 of the Employment Rights Act 1996. In considering whether a post is suitable alternative employment, regard should be had to the personal

circumstances of the employee. Employees will, however, be expected to show some flexibility.

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

Early release of redundant employees

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

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

Claim for redundancy payment

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

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

Retrospective pay awards

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

Disputes

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

Early retirement in the interests of the efficiency of the service

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

expression, pregnancy or maternity, marriage or civil partnership, race, religion or belief, disability, or sexual orientation.

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

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

Employer responsibilities

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

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

2 Where practitioner membership ended 12 months or more before the date of non-practitioner retirement on redundancy, and all other posts have ceased, practitioner benefits will be paid at the same time as the redundancy benefits and associated pension costs will be met by the NHS employer authorising retirement.

3 Practitioners are general medical and general dental practitioners.

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

Section 17: Reimbursement of travel costs

Reimbursement of travel costs

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

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

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

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

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

17.6 When authorising the use of a vehicle, the employer must ensure that the driver has a valid driving licence and MOT certificate and has motor insurance which covers business travel.
17.7 The employer and employee will agree the most suitable means of transport for the routine journeys which employees have to make in the performance of their duties. If a particular journey is unusual, in terms of distance or purpose, the mode of travel will be agreed between the employer and employee, before it starts.
17.8 There may be circumstances where newly appointed or lower paid employees need assistance to obtain a vehicle to undertake business travel. Where the use of a vehicle is essential to the job the organisation may wish to assist by providing a lease or pool vehicle or a salary advance (see annex 13).

Rates of reimbursement

17.9 Employees who use their vehicles to make journeys in the performance of their duties e.g. to provide care in the patient's home, will be reimbursed their motoring costs at the appropriate rates shown in table 7.
17.10 The rates of reimbursement shown in table 7 and implemented on 1 January 2026 are the result of the review which took place in October 2025, in line with paragraph 17.14 (see also annex 12, paragraph 14).
17.11 The rates of reimbursement in table 7 are obtained by referring to costs for the average private vehicle user included in the AA guides to motoring costs (see annex 12).
17.12 The rate of reimbursement for motorcyclists in column 4 in table 7 and the reserve rate in column 4 will move in line with the rate for car users in column 2 (see annex 12).

Table 7

Rates of reimbursement from 1 January 2026

Column 1	Column 2	Column 3	Column 4
Type of vehicle/allowance	Annual mileage up to 3,500 miles (standard rate)	Annual mileage over 3,500 miles (standard rate)	All eligible miles travelled (see paragraph 17.15 and Table 8)

Car (all types of fuel)	56 pence per mile	21 pence per mile	
Motor cycle			28 pence per mile
Pedal cycle			20 pence per mile
Passenger allowance			5 pence per mile
Reserve rate			28 pence per mile
Carrying heavy or bulky equipment			3 pence per mile

Review

17.13 After 1 January 2026 the NHS Staff Council will continue to review the standard rate of reimbursement in column 2 in table 7 each year, soon after the new AA guides to Motoring Costs are published, normally in April or May. Any changes to the standard rate of reimbursement, the reserve rate and the rate for motorcycle users in Table 7, resulting from this review, will apply to all miles travelled from the following 1 July, in line with the provisions in this Section (see also Annex 12).

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

Eligible mileage

17.15 Employees will be reimbursed for miles travelled in the performance of their duties which are in excess of the home to agreed work base return journey. Normally, the miles eligible for reimbursement are those

travelled from the agreed work base and back. However, when the journey being reimbursed starts at a location other than the agreed work base, for example home, the mileage eligible for reimbursement will be as set out in the example in Table 8.

Table 8 - Eligible mileage

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

Passenger rate

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

Reserve rate of reimbursement

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

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

Attendance on training courses

17.18 Additional travel costs incurred when attending courses, conferences or events at the employer's instigation will be reimbursed at the standard

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

“Out of pocket” expenses in respect of business travel
17.20 This paragraph applies to employees for whom regular travel in a motor vehicle is an essential part of their duties. During a period when the employee’s vehicle is temporarily “off the road” for repairs, “out of pocket” expenses in respect of business travel by other appropriate forms of transport, should be borne by the employer. Reimbursement of these expenses will be subject to the rule on eligible mileage in paragraph 17.15 and table 8.

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

Transporting equipment
17.22 Employees who use their vehicles in the performance of their duties may be required to take equipment with them. Employers have a duty of care under the Health and Safety at Work Act 1974 and related legislation,

to ensure that this does not cause a risk to the health and safety of the employee. Employees should not be allowed to carry equipment which is heavy or bulky, unless a risk assessment has been carried out beforehand. When, after the necessary assessment has demonstrated it is safe to carry equipment, an allowance (see table 7) shall be paid for all eligible miles (see paragraph 17.15 and table 8) for which the equipment is carried, provided that either:

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

Pedal cyclists

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

Public transport

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

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

To note:

From 1 January 2015 a local agreement for the reimbursement of travel costs, linked to HMRC “Approved Mileage Allowance Payments” (AMAP) is in place in NHS Wales. Therefore this section does not apply in NHS Wales

and employers there should refer to the revised Section 17 published by the Welsh Government.
Information note number 1: amendment number 34

Note: For further guidance on mileage allowance arrangements, visit our TCS Resource hub.

Section 18: Work related allowances and reimbursement of expenses

Work related allowances and reimbursement of expenses
18.1 The purpose of this section is to confirm the allowances available to staff who are required to travel from their usual place of work and in doing so, incur additional out of pocket expenses in the performance of their duties.

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

18.3 Business expenses which may arise in the course of work, such as wi-fi, photocopying, business phone calls, may be reimbursed with proof of expenditure e.g. receipts. In all circumstances, the business need for the expense must be agreed/approved by the employer, in line with local policies.

Short overnight stays in hotels, guesthouses and commercial accommodation

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

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

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

Short overnight stays in non-commercial accommodation

18.6 Where an employee stays for short overnight periods with friends or relatives or other non-commercial accommodation, the flat rate sum set out in point 3 of Annex 14 is payable. This allowance includes an amount for meals. No receipts will be required. This allowance cannot be taken in addition to other meals allowances.

18.7 Employees staying in accommodation provided by the employer or host organisation shall be entitled to an allowance to cover meals which are not provided free of charge, up to the total set out in point 2 of Annex 14.

18.8 Where accommodation and meals are provided without charge to employees, e.g. on residential training courses, an incidental expenses payment can be made up to the rate set out in point 6 of Annex 14.. An incidental expenses payment cannot be taken in addition to meal allowances. All payments of this section are subject to the deductions of appropriate tax and National Insurance contributions via the payroll system.

Travelling overnight in a sleeping berth (rail or boat)

18.9 The cost of a sleeping berth (rail or boat) and meals, excluding alcoholic drinks, will be reimbursed subject to the production of receipts and up to the maximum amounts as stated in Annex 14.

Short-term temporary absence travel costs.

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

Long-term overnight stays

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

Meal allowances

18.12 A meal allowance is payable when an employee is required to be absent from their home on official business and more than five miles from their base or usual place of work which is measured by the shortest practicable route.

18.13 The definition of a "usual place of work" may need to be agreed for staff whose role is within a community setting or other variable locations, in accordance with paragraph 18.2.

18.14 The day meals allowance rates are set out in point 5 of Annex 14. These allowances are not paid where meals are provided free at the temporary place of work.

18.15 A day meals allowance is payable only when an employee necessarily spends more on a meal/meals than would have been spent at their place

of work. An employee shall certify accordingly, on each occasion for which day meals allowance is claimed, but a receipt is not required.
18.16 Normally, an employee claiming a lunch meal allowance would be expected to be away from their base or usual place of work for a period of more than five hours which would incorporate their mid-shift/rostered lunch period. *For staff whose role is within a community setting or other variable locations, see 18.13.*
18.17 To claim an evening meals allowance, an employee would normally be expected to be away from base for more than ten hours and unable to return to base or home before 7:00 pm, and, as a result of the late return, is required to have an evening meal. Employees may qualify for both lunch and evening meal allowance in some circumstances.
18.18 There will be occasions where, due to the time of departure, there will be the necessity to take a meal but the conditions relating to the time absent from the base are not met. This, and any other exceptions to the rules, may be allowed at the discretion of the employer.
18.19 The scope and level of any other payments will be determined by the employer, according to local needs, on a receipted basis.
18.20 An unplanned duties meal allowance may be payable in the event a member of staff is unexpectedly required to stay at work following the end of their contractual shift, for a duration in which a meal would usually be required. Eligibility for this this allowance will be determined by the employer and paid as set out in point 7 in Annex 14.
18.21 This allowance will be subject to deduction of appropriate tax and National Insurance contributions, via the payroll system.

Section 19: Other terms and conditions

Other terms and conditions
19.1 Other terms and conditions, not covered in this handbook, will be determined and
agreed locally in partnership with staff representatives.

19.2 Other terms and conditions shall include but are not limited to:

- arrangements for carry over of annual leave
- special leave
- removal expenses and associated provisions
- the resolution of disciplinary matters and disputes procedures
- protection of pay and conditions of service – (for example following organisational change of redeployment due to work related injury)
- notice periods where they differ from statutory minimums.

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

19.4. If local partnerships are unable reach agreement, any existing contractual arrangements will apply.

1) See the question and answer guidance in Annex 28 (England and Wales) or Annex 28 (Scotland and Northern Ireland).
Information note number 1: amendment number 34

Section 20: Mutually agreed resignation schemes - principles

Introduction

20.1 A Mutually Agreed Resignation Scheme (MARS) is a form of voluntary severance and has been developed with the aim of increasing the flexibility to organisations as they address periods of change and service

redesign, in light of the financial circumstances in which they operate. The following set of principles have been developed and agreed by the NHS Staff Council in partnership to support the service in England in operating the scheme. Local partners are asked to use these principles in developing local schemes.

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

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

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

Definition

20.5 Mutually Agreed Resignation (MAR) is a scheme under which an individual employee, in agreement with their employer, chooses to leave employment in return for a severance payment. MAR is not a redundancy1 or a voluntary redundancy, which would currently be covered by Section 16 or Section 16(a) (England). Severance payments should not be made where the circumstances entitle an employee to a contractual redundancy payment or redundancy benefits under the NHS Pension Scheme Regulations.

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

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

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

- the possible loss of entitlements to welfare benefits

- mortgage protection insurance policies not covering resignations
- any possible impact on pensions
- lease car penalties
- multi-post contracts.

Eligibility criteria

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

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

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

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

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

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

20.15 MARS should not be seen as a substitute for addressing poor performance, disciplinary matters, unwelcome publicity or reputational

damage. Where appropriate, poor performance and conduct issues should be addressed via the organisation's relevant policies and procedures.

Re-employment

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

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

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

Financial case

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

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

a) why the severance payment is in the public interest;

b) why it represents value for money;

c) how it represents the best use of public funds.

20.21 It is recommended that appropriate good practice corporate governance principles2 are in place and followed when undertaking the process of approving severance payments.
20.22 Any locally agreed MARS will require approval from HM Treasury and the appropriate oversight organisation for the purposes of MARS (NHS Improvement, NHS England or the Department of Health and Social Care).
20.23 Severance payments will require certification from the Accountable Officer stating:
a) the scheme is affordable and within control totals
b) there are no staff leaving under the scheme who should otherwise be managed under the organisation's performance/capability procedures
c) the time limits applied to the scheme.

Settlement agreement

20.24 It is advised that any severance payment under the MAR scheme will be formalised by means of a settlement agreement. This would set out the financial and all other terms on which the employment relationship will end.
20.25 The NHS organisation will meet reasonable costs for the independent legal advice taken by an employee who signs a settlement agreement.

Payment rate

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

20.27 Taxation in regard to severance payments is complex. Changes as part of the Finance Act came in to force from 1 April 2018, and further changes come in to force from 1 April 2019. Professional advice on the individual circumstances of each case will need to be considered by both parties.

Equality principles

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

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

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

- The definition of redundancy1 given by Section 139 of the Employment Rights Act 1996 states:

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

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

For NHS employers in England:

- For NHS

Trusts: http://webarchive.nationalarchives.gov.uk/+/www.dh.gov.uk/en/Managingyourorganisat

- For NHS Foundation

Trusts: https://www.gov.uk/government/publications/nhs-foundation-trusts-code-of-governance

- NHS Financial Manual: http://webarchive.nationalarchives.

Amendment number 39: NHS TCS Advisory Notice 01/2018

Note: For further guidance on the Mutually agreed resignation scheme, visit our TCS Resource hub.

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

Right to raise concerns in the public interest (whistleblowing)
21.1 All employees working in the NHS have a contractual right and a duty to raise genuine concerns they have with their employer about malpractice, patient safety, financial impropriety or any other serious risks they consider to be in the public interest.
21.2 NHS organisations must have local policies that emphasise that it is safe and acceptable for staff to raise concerns and set out clear arrangements for doing so. Such policies are often referred to as 'whistleblowing' or 'open practice' policies.
21.3 The NHS Staff Council recommends that local policies should include the following points:

- the organisation takes malpractice or wrongdoing seriously, giving examples of the types of concerns that should be raised;
- employees have the option to raise concerns outside of line management, including ultimately with the Secretary of State or relevant Minister in the Devolved Administrations, or with any body they designate for these purposes;
- employees are able to access confidential advice from their trades union or their professional organisation. They may in addition seek confidential advice from an independent body e.g. Public Concern at Work;

- the organisation will handle all concerns sensitively with, respect to the confidentiality of a member of staff raising a concern;
- when and how concerns may properly be raised outside the organisation (e.g. with a regulator);
- it is a disciplinary matter either to victimise a genuine “whistleblower” or for someone to maliciously make a false allegation. However, every concern should be treated as made in good faith, unless it is subsequently found out not to be;
- the policy covers all staff, not just clinical professionals.

21.4 Local policies should be developed and signed off in partnership with local staff representatives. Policies should be reviewed on a regular basis and use of the policy monitored.
21.5 Local polices should be easily accessible to all staff and promoted across the organisation. It is recommended that local staff side organisations should be involved in any agreed communications strategy.
21.6 The specific arrangements for applying these principles in Scotland, Wales and Northern Ireland will be agreed in partnership within the Devolved Administrations.
Pay circular (AforC) 4/2010: amendment number 19

Section 22: Injury allowance

Injury allowance
22.1 This section contains provision for an injury allowance to be paid to eligible employees1 who, due to a work related injury, illness or other health conditions are on authorised sickness absence or phased return to work with reduced pay or no pay. It also makes provision for the protection of pay in certain circumstances.
22.2 This section should be read in conjunction with section 14 (England), section 14 (Wales) or section 14 (Scotland and Northern Ireland) and annex 26. It does not confer an additional period of sickness absence entitlement to eligible employees.

Eligibility

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

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

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

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

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

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

Scale of injury allowance

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

Section 14 (Scotland and Northern Ireland), paragraph 14.4 in Section 14 (England) and paragraph 14.4 in Section 14 (Wales).
22.9 The injury allowance payment is subject to National Insurance Contributions and income tax but is not subject to pensions contribution deductions.
2.10 Contributory state benefits received for loss of earnings will be offset at the rate at which they are actually received by the employee. All other benefits or payments received should be ignored.
22.11 Eligible employees are required to claim any contributory state benefits they may be entitled to and to declare receipt of such benefit(s) to their employer. Timely notification will ensure that overpayments of injury allowance are not made. Employers will require repayment when an overpayment is made.

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

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

Pay protection

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

Recovery of overpayment of injury allowance

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

Dispute resolution

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

To note:

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

Amendment number 39: NHS TCS Advisory Notice 01/2018

Note: For further guidance on NHS injury allowance, visit our TCS Resource hub.

Section 23: Child bereavement leave

Child bereavement leave

1. The NHS Staff Council is aware that employers in the NHS show compassion in circumstances where staff, who are parents, experience the death of a child. The provisions below are designed to set out a minimum national standard of leave and pay in these circumstances. These provisions do not prevent employers from exercising their local flexibility to provide leave and pay beyond these provisions.

2. For the purpose of this Section, a bereaved parent is anyone who had responsibility as one of the primary carers for a child who is now deceased. This includes adoptive parents, legal guardians, individuals who are fostering to adopt, and any other parent/child relationship that the employing organisation deems to be reasonable. For example, this may include grandparents who have had caring responsibilities for a child, or instances where someone other than the biological parent is the primary carer (this could be the case where the parents of the child have separated).

3. For this agreement, there is no requirement for the child to be under 18 years of age.

4. All bereaved parents will be eligible for a minimum of two weeks of child bereavement leave. A bereaved parent will not be required to demonstrate any eligibility criteria in order to access bereavement leave or pay.

5. All bereaved parents will be entitled to two weeks' occupational child bereavement pay which will include any entitlement to statutory parental bereavement pay. Pay is calculated on the basis of what the individual would have received had he/she been at work. This would normally be based on the previous three months at work or any other reference period that may be locally agreed.

6. Where both parents of a deceased child work in the same NHS organisation, the entitlements in this Section will apply to both members of staff.

7. Parents who experience a still birth from the 24th week of pregnancy will be eligible for these provisions, and will subsequently still be eligible for the provisions set out in this Handbook at Section 15. Bereavement leave and pay may be extended to members of staff, by local arrangement, in

these circumstances where they were hoping to become parents under surrogacy arrangements.

8. Bereaved parents do not have to take the two weeks of leave in a continuous block. The employee should agree with their employer the leave they wish to take. Taking child bereavement leave is an individual choice, it is not compulsory for the employee to take child bereavement leave.

9. Bereaved parents may request to take child bereavement leave at any point up to 56 weeks following the death of the child. Should the parent wish to take child bereavement leave immediately following the death of a child they shall be able to do so upon informing their employer that they will be absent from work for this purpose. Should the parent wish to take child bereavement leave at another time, after the initial period following the death, they should give their employer reasonable notice of their intention to take the leave at this time.

10. The method for informing the employer of a child bereavement should follow locally agreed processes. Bereaved parents will at no point be required to produce the child's Death Certificate, or any other official documents, in order to access child bereavement leave or pay. The employer may ask for a written declaration from the employee, within a reasonable timeframe, in order to satisfy statutory requirements.1

1 *In Scotland, this section should be read in conjunction with the most up to date PIN policies which can be found at www.staffgovernance.scot.nhs.uk.*

Note: For further guidance on child bereavement leave, visit our TCS Resource hub.

Section 24: (Unallocated)

Unallocated

Unallocated

Part 4: Employee Relations

Section 25: Time off and facilities for trade union representatives

Time off and facilities for trade union representatives

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

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

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

Accredited representatives

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

25.5 Accredited representatives of trades unions will:

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

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

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

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

25.8 The expectation is that it is good practice that staff representatives should indicate the general nature of the business for which time off is required and where they can be contacted if required. Requests should be made as far in advance as possible, as is reasonable in the circumstances. Wherever possible the representatives should indicate the anticipated

period of absence. The expectation is that requests for paid time off for trades union representatives will not be unreasonably refused.

Training

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

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

Payment arrangements

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

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

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

Trade union activities

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

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

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

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

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

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

Trade union learning representatives

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

Health and safety representatives

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

Facilities for trades union representatives

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

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

25.21 Within NHS Scotland the Staff Governance Standard (which includes the PIN on facilities arrangements) applies.

Amendment number 39: NHS TCS Advisory Notice 01/2018

Section 26: Joint consultation machinery

Joint consultation machinery

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

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

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

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

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

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

Section 27: Working time regulations

Working time regulations

27.1 There is a general responsibility for employers and employees, under health and safety law, to protect, as far as is practicable, the health and safety of all employees at work. Control on working hours should be regarded as an integral element of managing health and safety at work and promoting health at work. It is, therefore, appropriate that health service employers, when organising work, should take account of the general principle of adapting work to the worker.
27.2 In reaching local arrangements to implement this agreement, employers or employees are expected to ensure that no arrangements are reached which discriminate against members of staff with family or other carer responsibilities.

Exceptions
27.3 Doctors in training are excluded from the provisions of this agreement.
27.4 Regulation 18 of the Working Time Regulations states:

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

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

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

Protection

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

Records

27.7 Employers must keep records, which will be available to locally recognised unions, which are adequate to ensure that the limits specified in paragraph 27.9 (maximum weekly working time), paragraph 27.15 (rest breaks), paragraph 27.17 (daily rest), paragraph 27.19 (weekly rest periods), and paragraph 27.20 (night work) are complied with and that where there is an entitlement to compensatory rest this is provided for.

Maximum weekly working time

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

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

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

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

Individual option to work more than 48 hours a week

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

On-call staff

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

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

Rest breaks

27.15 Where the working day is longer than six hours, all staff are entitled to take a break of at least 20 minutes. Rest breaks must be taken during the period of work and should not be taken either at the start or the end of a period of working time. Employees should be able to take this rest break away from their work station. In exceptional circumstances and by agreement with the worker, where a rest break cannot be taken the unused entitlement should be claimed as a period of equivalent

compensatory rest. Line managers should ensure that provision is made to allow compensatory rest to be taken. Existing local arrangements which already provide for breaks of more than 20 minutes (e.g. lunch breaks) will meet the requirements of this provision and no further action will be needed.
27.16 In circumstances where work is repetitive, continuous or requiring exceptional concentration, employers must ensure the provision of adequate rest breaks as an integral part of their duty to protect the health and safety of their employees. In such circumstances the advice of local occupational health services should be sought.

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

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

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

Night work

27.20 "Night-time" is a period of at least seven hours which includes the period from midnight to 5am. A night worker is someone who is classed as working for at least three hours of their daily working time during night-time as a “normal course.” Employers should ensure that the “normal hours” of their night workers do not exceed an average of eight hours per 24 hour period over a rolling 17 week reference period. Where the night worker’s job involves special hazards or heavy physical or mental strain no averaging of hours is permitted and the night worker must not work more than eight actual hours in each 24 hour period.

27.21 “Normal hours” are those which are regularly worked and/or fixed by contract of employment (not hours actually worked). The calculation is therefore not affected by absence from work, as a worker’s normal hours of work would remain the same, regardless of the “actual” hours worked. Time worked as regular or obligatory or guaranteed overtime does form part of "normal hours".

Special hazards or heavy physical or mental strain

27.22 Employers must identify special hazards faced by night workers by identifying them in risk assessments, as involving a significant risk to health and safety, undertaken in accordance with the Management of Health and Safety at Work Regulations 1992.

27.23 Employers should ensure that night workers, whose work does involve special hazards or heavy physical or mental strain, do not actually work for more than eight hours in any 24 hour period, during which the night worker performs night work. *Where the night worker’s job involves special hazards or heavy physical or mental strain no averaging of hours is permitted and the night worker must not work more than eight actual hours in each 24 hour period.*

Health assessment for night workers/transfer to day work

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

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

1 The management of health, safety and welfare issues for NHS staff (NHS Employers, 2005) and The management of occupational health services for healthcare staff (Health Services Advisory Committee, 1993).
Information note number 1: amendment number 34

Section 28 and 29: Unallocated

Unallocated
Amendment number 43

TCS Advisory Notice (01/2021)

Part 5: Equal opportunities

Section 30: General equality and diversity statement

General equality and diversity statement

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

30.2 The parties will strive to ensure that:

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

Making it happen

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

- everyone who works in the NHS knows about these agreements and what they say;
- everyone knows what their responsibilities are in relation to equality and diversity and these are reflected in individual KSF outlines and

development reviews;

- steps taken to promote equality and diversity are monitored;
- appropriate training is provided. This will include appropriate equality and diversity training for all staff and relevant skills-based training for line managers and others who play a key role in implementing equality and diversity policy;
- appropriate resources where appropriate, are made available to achieve these aims;
- the boards of NHS trusts (of NHS boards in Scotland) and other NHS organisations and senior managers will demonstrate their commitment and accountability for implementing these aims by measuring and monitoring progress through their equality schemes;
- the NHS will encourage other organisations, such as local authorities, education providers, contractors and recruitment agencies, to work in partnership with the service to achieve the aims of this agreement, including the application of its commissioning and procurement activities.

Monitoring and review

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

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

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

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

Definitions

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

30.8 Where "should" is used, this denotes that there is a national agreement to that effect.
30.9 The agreements contained in this part of the handbook should be taken as policy by NHS employers. Any advice on best practice should be taken as being recommended by the NHS Staff Council.
30.10 Where it is recommended that employers and local staff representatives agree arrangements, any advice on best practice is therefore guidance.

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

- Section 31: Recruitment, promotion and staff development;
- Section 32: Dignity at work;
- Section 33: Caring for children and adults;
- Section 34: Flexible working arrangements;
- Section 35: Balancing work and personal life;
- Section 36: Employment break scheme.

30.12 This agreement has been developed based on the legal minima and best practice and policy, thereby anticipating the need for change. There still remains significant scope to develop local procedures to inform action.
30.13 Some NHS employers will have established procedures which have been agreed with their local staff representatives. Where such procedures are consistent with the principles outlined in this agreement, these should not be disturbed. However, local agreements should be reviewed and updated in light of legal and best practice.

Section 31: Recruitment, promotion and staff development

General
31.1 It is consistent with the delivery of the highest quality healthcare that all NHS employers should have fair and non-discriminatory systems for

recruiting, developing and promoting people. Fair and open procedures that ensure that recruitment takes place from a diverse talent pool should be in place and those people with a responsibility for recruitment should be trained for their role.

31.2 Recruitment and promotion procedures should be regularly monitored to identify where and how they can be improved, and to enable the planning of potential positive action initiatives for under-represented groups (see 31.25 and 31.26).

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

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

Job and person specifications

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

31.6 Each job should have a written job description and person specification. These should be reviewed regularly and at least every time a vacancy occurs to ensure that they remain relevant and are flexible, including making reasonable adjustments where people with disabilities apply. Should significant changes be made to a job description the usual job evaluation procedures should be followed to determine pay banding (see the NHS Job Evaluation Handbook)

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

employment. Qualifications should not be required solely to boost a post's job evaluation score.

Seeking applicants

31.8 All jobs must be advertised in line with the organisation's local policy and procedure.

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

31.10 Advertisements should be expressed in clear language and be made available in a variety of formats e.g. large print or on audio and advice given to applicants should be consistent to avoid discrimination.

Forms of application

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

31.12 Applications should be accepted in a variety of formats to ensure equality of access.

31.13 Whichever type of application is adopted, a confidential means for equality monitoring applicants and the success of their application should be agreed at local level (see also 31.30 – 31.32).

Selection

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

31.15 Objective selection methods must be used and tangible evidence recorded for transparency of selection decisions (see also 31.30 to 31.32).
31.16 All applicants, where they request it, are entitled to know the reasons why their application has been unsuccessful.
31.17 When confirming an applicant's right to work in the UK, recruiters must be careful not to make discriminatory assumptions about nationality checks.

Selection decision

31.18 Everyone involved in selection should be trained in undertaking fair and objective recruitment.
31.19 Selection decisions should be carried out by more than one person. Where a panel is appropriate, it should reflect the diversity of the local population/workforce.
31.20 Selection should be consistently applied and based upon clear criteria which are in line with the job description and person specification.
31.21 A written record of all decisions should be kept for a minimum of six months.
31.22 A means of monitoring the selection process should be agreed at local level.

Selection processes and tools

31.23 Interviews are one means of selecting job applicants. Consideration should be given to the options available. In all cases the process should suit the requirements of the job and be designed to bring out the best in the applicants.
31.24 All shortlisted applicants should be asked if they require any particular arrangements or reasonable adjustments to be made in the selection process, to enable ease of participation.
31.25 Applicants must not be asked about their health status prior to an offer of employment. Organisations are encouraged to adopt processes such as those outlined in the DWP's Disability Confident scheme

(https://disabilityconfident.campaign.gov.uk/) to ensure equality of recruitment experience.

Positive action

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

31.27 An example of positive action can be targeted recruitment. Statements in advertisements, and the appropriate placement of advertisements, can encourage people from under-represented groups to apply.

Training and development

31.28 Every new employee should undergo a comprehensive induction programme, including training in diversity and inclusion policy and practice at work.

31.29 Every employee should have annual development reviews, sometimes referred to as appraisal, and a personal development plan.

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

Monitoring and review

31.31 Recruitment policies and practices should be monitored to ensure compliance with relevant legislative and contractual requirements

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

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

Amendment number 40: NHS TCS Advisory Notice 01/2019

Section 32: Dignity at work

Dignity at work

32.1 To deliver excellent care to patients, all NHS organisations need to be well led and have healthy, supportive, positive cultures that value diversity and promote inclusion for all staff groups. As part of this overall commitment, NHS organisations have a duty to provide an inclusive culture in which all staff have the right to be treated with dignity and respect at work, where bullying and harassment is not tolerated and where staff feel safe to speak out and discuss matters of concern without fear of reprisal.

32.2 For the purposes of this agreement, the following definitions apply:

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

Bullying - offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power which may undermine, humiliate, denigrate or injure the recipient. This can include "cyber-bullying" or other actions that may take place outside of the workplace but are linked to that employment.

Harassment - unwanted conduct affecting the dignity of staff in the workplace that may be related to any personal characteristic of the individual e.g. age, gender, disability, religion/belief, sexual orientation, ethnicity, pregnancy and maternity, marriage and civil partnerships, gender reassignment, political opinion or trade union membership, and may be persistent or an isolated incident.

In all cases of bullying and harassment it will be for the recipient to define what is inappropriate or demeaning behaviour.

Victimisation - Treating someone badly because they have taken action, or supported someone else to take action, under a policy relevant to this section.

Freedom to speak up – can include but is not limited to whistleblowing and duty of candour.

Bullying and harassment

32.3 Bullying and harassment can have serious consequences for affected individuals and those they work with, reducing productivity and risking poorer patient care. Therefore, employers should, in partnership with local staff representatives, draw up a policy statement informed by best practice.

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

32.5 It should be the responsibility of employers, through publication and promotion, to ensure that all concerned are aware of this policy and of sources of available support; that managers and staff are aware of the expectations which flow from the policy and what to do if these are not met. This should include, but not be limited to, appropriate training to support the promotion and application of this policy, including training for staff on how to challenge problem behaviours.

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

32.7 The policy statement should outline the organisation's strategic response, including, but not limited to commitments to -

- Working in partnership with staff side representatives on this issue
- Identifying the nature and extent of bullying and harassment in the organisation
- Consulting with staff, to listen and learn from their experiences
- Set and publish a baseline goal and action plan for improvement
- Evaluate progress

32.8 The procedure for dealing with complaints against members of staff should be seen as separate and different from the grievance procedure,

and should recognise the difficulties being experienced by complainants.
32.9 It is recommended that there is a separate procedure for dealing with complaints by members of staff against patients, visitors or employees of other organisations.
32.10 The procedures should advise complainants that they may, if they wish, deal with their complaint informally, by directly (or with the assistance of a colleague) requesting the behaviour to stop.
32.11 All complaints should be taken seriously and investigated promptly and thoroughly.
32.12 The procedure for complaints against other staff members should ensure that:

- There are rights of representation similar to the grievance procedure and complainants should have access to trained advisers to help them to deal with the process of complaint;
- there is specific provision to deal with cases where the alleged harasser manages, or is managed by, the complainant;
- an alleged harasser has the right to be informed in writing of the complaint made against them.
- Any formal investigation should be undertaken by a trained investigator operating outside their normal area of responsibility with a report produced for the responsible line manager who will determine the outcome and next steps.
- Confidentiality should be maintained, as far as is compatible with thorough investigation and the effective handling of each case, and steps should be taken to ensure that complainants and witnesses remain free from victimisation
- There is a right of appeal.
- Appropriate action can be taken in the event of vexatious allegations being made
- All complaints and outcomes are monitored, in partnership, to assist in the identification of the causes of harassment and bullying so as to inform any action plan.
- No one should suffer victimisation as a result of making a complaint under the policy.

Freedom to speak up

32.13 The ability to discuss and/or report concerns openly without fear of reprisal or victimisation is essential in order for staff to play their important role in service improvement and driving up the quality and safety of patient care
32.14 Therefore, employers should, in partnership with local staff representatives, draw up a freedom to speak up policy statement and procedure for ensuring that staff can discuss and/or raise concerns without adverse consequences. Such a policy statement should include the legal protection afforded to eligible whistleblowers, and take into account other statutory requirements and commissioning contract specifications. It should also make clear the escalation routes for reports and lines of accountability.
32.15 Organisations that chose to appoint “guardians” or “champions” for this policy should ensure that they are recruited from all occupational bands and service areas, and reflect the diversity of the workforce.

Pay circular (AforC): 01/2019 amendment number 40

Section 33: Balancing work and personal life (England, Wales & NI)

General
33.1 A positive work/life balance benefits both NHS employees through improved health and wellbeing, and employers because staff are more productive and satisfied at work. Employers should have a strategic response, ensuring policies which support and promote a work/life balance are agreed in partnership.
33.2. Key to achieving work life balance is the provision and availability of flexible working opportunities accompanied by policies which support managers to take the time to understand what each person needs. Flexible working is part of a wider commitment by the NHS to improve the quality of working life. It also supports the retention of existing staff including those returning to work after family-related leave.

Flexible working arrangements

33.3 In order to meet the evolving needs of patients, the NHS needs to be able to attract, recruit and retain a diverse workforce. Individual working needs are variable, and where possible we need working practices which ensure staff can work in a manner that best suits their personal needs and preferences. Having appropriate working arrangements which are adaptable and flexible both to employees and employers will ensure that we will continue to have the workforce we need to deliver excellent patient care for the future.

33.4 The following national principles have been established to support employing organisations develop their local policies.

Right to request flexible working

33.5 All NHS employees covered by this section and who are employed by an organisation listed in Annex 1 have the right to request flexible working from day one of employment.

33.6 Employees have a contractual right to make flexible working requests without a limit on the number of requests in any 12-month period and regardless of the reasons for the request. This does not preclude other statutory or handbook entitlements where flexible working may be relevant.

Encouraging flexible work

33.7 When advertising any job, employing organisations will need to consider how they promote the right to request flexibility from day one and the availability of flexible working options.

33.8 To support a positive culture of flexible working, employers will need to consider how they support and encourage open conversations about flexible working. Examples of opportunities to talk about flexible working include at one-to-one line management / supervision meetings, team / departmental meetings, as part of wellbeing conversations, or as part of recruitment, induction, and annual appraisal processes.

33.9 Local flexible working policies developed in partnership will need to ensure equality of access to flexible working, as far as practicable, regardless of role, shift pattern, team or pay band.

Flexible working options

33.10 Employers and trade unions should work through local partnership arrangements to develop and communicate options for flexible working including, but not limited to, the following:

- Fixed working patterns to give certainty over hours worked and/or location
- Part-time working (any number of hours under 37.5)
- Flexi-time around core hours including staggered start and finish times
- Compressed/elongated hours to allow work to be condensed or stretched in a regular pattern or over a specific time period, such as seasonal working
- Average hours working patterns to allow a set number of hours to be averaged out over an agreed reference period e.g., annualised; bi-annualised; quarterly; monthly
- Term-time working
- Job-share
- Flexible retirement
- Team self-rostering
- Homeworking for some or all of the working pattern

33.11 Employers will need to consider how these options are communicated to all staff at recruitment, induction, and in regular one-to-one meetings.

Applications for flexible working

33.12 Employers and trade unions should work in partnership to agree arrangements for considering applications for flexible working in a fair and consistent manner.

33.13 The standardised process should:

- cover all requests and incorporate the provisions for doing so, including the timescales set out in the statutory requirements and processes for extension by mutual agreement.
- encourage applicants to identify if their request is to facilitate a reasonable adjustment for a disability as set out in the Equality Act 2010.
- promote the support that Trade Union representatives can provide to individuals in completing their application.

Employer consideration of requests

33.14 Employers will need to ensure that all requests are treated with due consideration, including any equality implications, and with an emphasis on exploring and mutually agreeing solutions.

33.15 Local partnerships should agree an appropriate policy process and supportive guidance for line managers which sets out how flexible working requests are managed.

33.16 Local policy processes should include:

- An initial exploratory stage to include a meeting with the employee to look at all the options for reaching a mutually agreeable outcome
- Where – following full exploration – requests have not been agreed, an escalation stage to see if there are any further options beyond the immediate team within the organisation that could be mutually agreed. The escalation stage should incorporate a consultation meeting with the employee to discuss alternative options, and to review practical considerations and the impacts of accepting or rejecting the request.
- A final stage which
- for agreed solutions will confirm and document with the employee agreed implementation arrangements to include timeframe and duration or permanence of the change and any review dates if applicable
- for requests that have not been agreed will check that the statutory consultation requirement has been met prior to rejecting a request, and provide objectively justified and specific written reasons, including alternatives considered, together with details of the appeals process

All policies should be supported by:

- A central means for logging and monitoring requests for flexible working.

- Appropriate training, clear supporting materials and ready access to advice for line managers.

Flexible working appeals

33.17 Employers and trade unions should work in partnership to agree arrangements for a standard appeal process which is accessible to all staff. Employees have the right to be represented by a trade union representative in the appeal meeting.

33.18 Considerations for those hearing appeals would include:

- whether the local process had been appropriately followed
- whether all appropriate options had been fully considered

Oversight and monitoring

33.19 Policies and processes agreed to support flexible working should be subject to an Equality Impact Assessment.

33.20 Organisations should ensure that data relating to applications for flexible working and outcomes of decisions are recorded and regularly reported through the usual joint partnership and governance structures. This information should be included in an organisation's published annual statutory public sector duty reports. The published information should demonstrate outcomes for flexible working applications disaggregated by each protected characteristic of the Equality Act 2010. In addition, organisations should consider reporting outcomes by occupational group and also by department.

33.21 The results should be used for regular joint review and revision where necessary of policies and procedures to ensure continuing effectiveness and equity of access.

33.22 Over time, organisations should also assess the data on flexible working to identify any unintended impact of flexible working on career development and progression.

Supporting Carers

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

33.24 A carer's policy will cover both child and dependant care.

33.25 Childcare covers a range of care choices for children from birth up to age 14 years and a child with disabilities up to the age of 18 years.

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

33.27 Dependant care should also cover (but not be restricted to) care of older relatives, a civil partner, spouse, or a partner, those with a disability who may require hospital or care appointments/assessments and such related matters.

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

- any paid and unpaid leave entitlements taking account of the day 1 statutory right to unpaid leave
- the needs of those with caring responsibilities relative to matters such as place of work, working patterns (including shift patterns) and hours worked;
- support for those with caring responsibilities particularly related to specific difficulties in recruiting and retaining people in certain job categories;
- equality of access to care and affordability, respecting the diversity of personal domestic circumstances;
- guidelines on eligibility;
- how the policy relates to other sections in this part, in particular those covering leave and flexible working arrangements;
- the range of options open to carers, i.e. crèche facilities, childminders, workplace nurseries, allowances, school and holiday play schemes, term-time contracts, home working, annualised hours, compressed hours, and

other options as outlined in flexible working arrangements. The policy should be clear as to why certain options are available;

- partnership options with other employers and trades unions;
- allocation of senior management responsibility for the operation and monitoring of the policy.

33.29 Where a decision is taken not to offer particular forms of support, the policy should indicate where other arrangements are available to help people with caring responsibilities, and what alternative ways of working exist. In addition, employees have the right to appeal against the decision.
33.30 Applications and outcomes should be monitored annually, in partnership with local staff representatives.
33.31 Monitoring information should be analysed and used to review and revise policies and procedures to ensure their continuing effectiveness.
33.32 Applications and outcomes, from both employer and employees, should be recorded and kept for a minimum of one year.

Other forms of leave

33.33 When developing local arrangements for other forms of leave they are based on the principles of equity of access and communication, they should be wide ranging, facilitative and ensure no detriment for pay progression.

Parental leave

33.34 This should be a separate provision from either maternity or maternity support (paternity) leave, adoption leave (see Section 15), and Shared Parental Leave (SPL), and should provide a non-transferable individual right to at least 18 weeks' leave. Leave is normally unpaid, but may be paid by local agreement.
33.35 Parental leave should be applicable to any employee in the NHS who has nominated caring responsibility for a child under the age of 18.
33.36 Leave arrangements need to be as flexible as possible, so that the leave may be taken in a variety of ways, by local agreement. Parental leave

can be added to periods of maternity support (paternity) leave, maternity leave, adoption leave, and Shared Parental Leave.
33.37 Notice periods should not be unnecessarily lengthy and should reflect the period of leave required. Employers should only postpone leave in exceptional circumstances and give written reasons. Employees may also postpone or cancel leave that has been booked with local agreement.
33.38 During parental leave the employee retains all of his/her contractual rights, except remuneration and should return to the same job after it. Pension rights and contributions shall be dealt with in accordance with NHS Superannuation Regulations. Periods of parental leave should be regarded as continuous service.
33.39 It is good practice for employers to maintain contact (within agreed protocols) with employees while they are on parental leave.

Shared Parental Leave

33.40 Information on shared parental leave in the NHS can be found at Section 15.
33.41 Staff not eligible for occupational shared parental pay may be entitled to statutory pay during shared parental leave. To qualify for statutory pay the employee and their partner must first meet certain qualifying conditions as described in the relevant legislation. Details of the qualifying conditions can be found on www.gov.uk.

Leave/time off for domestic reasons, civic/public duties

33.42 This form of leave should cover a range of needs as described at the beginning of this section, from domestic emergencies through to bereavement/compassionate leave (see below).
33.43 These provisions should cover all employees.
33.44 Payment may be made by local agreement, but the expectation is that relatively short periods of leave for emergencies will be paid.
33.45 If the need for time off continues, other options may be considered, such as a career break.

33.46 Applicants for the above forms of leave should be entitled to a written explanation if the application is declined.
33.47 Appeals against decisions to decline an application for leave should be made through the grievance procedure.

Bereavement/compassionate leave

33.48 Bereavement/compassionate leave is leave that is granted to an employee if they experience the bereavement of a dependant. Also see Section 23.
33.49 Employees have a statutory right from day one of their employment to bereavement/compassionate leave.
33.50 Policies developed in partnership with local staff side representatives should entitle employees to paid bereavement/compassionate leave including for funeral/memorial services taking into account all religious or belief obligations. The policy should be used in conjunction with other relevant policies for example sickness absence and flexible working. See section 15 regarding statutory legislation for employees who suffer a stillbirth after 24 weeks.

Monitoring and review

33.51 Employers will need to ensure that their leave policies and procedures regarding balancing work and personal life operate fairly and transparently and do not advantage any group of staff over another.
33.52 All applications and outcomes should be recorded, and records should cover all information necessary to ensure that there is equitable access to leave provisions. Each leave provision, including applications for and decisions about, should be reviewed annually by employers in partnership with local staff representatives.
33.53 Applications and outcomes should be recorded and monitored in partnership with local staff side representatives, and data analysed and used to review and revise policies and procedures to ensure their continuing effectiveness and equity of access.

Note: For further guidance on flexible working, visit our TCS Resource hub.

Section 33: Balancing work and personal life (Scotland)

General

33.1 A positive work/life balance benefits both NHS employees through improved health and wellbeing, and employers as staff are more productive and satisfied at work. Employers should have a strategic response to this issue and any policies supporting work/life balance should be agreed in partnership and should seek to balance the requirements of delivering a first-class service with the needs of employees.

33.2. Key to achieving work life balance is the provision and availability of flexible working opportunities. Flexible working can be an effective means of supporting staff as part of a wider commitment by the NHS to improve the quality of working life. It also supports the retention of existing staff including those returning to work after maternity leave

33.3 In addition NHS employers should provide employees with access to leave arrangements which recognise the additional personal commitments staff may have. This form of leave should cover a wide range of needs including, but not limited to, parental responsibilities, carer's leave, time off for dependants, personal and family reasons, civic/public duties, domestic crisis/emergencies e.g. fire/flooding, being the victim of crime (including hate crime) and bereavement. It should take into account all religious or belief obligations and associated activities. All forms of leave should have regard to legal requirements and the need to ensure equity of access across all protected characteristics.

Flexible working arrangements

33.4 All NHS employees have the 'right to request' flexible working. Policies should emphasise the benefits of flexible working arrangements, balancing work and personal life and employment breaks (Section 34)

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

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

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

33.7 The UK population is ageing and the number of people living with long term conditions is increasing. NHS employers are likely to see the number of employees requesting to work flexibly grow as its own workforce ages and these employees are supported to stay in work.

33.8 New working arrangements should only be introduced by mutual agreement, whether sought by the employee or the employer.

33.9 Policies for flexible working should be made clear to all employees. Flexible working arrangements should be available to all employees. All jobs should be considered for flexible working; if this is not possible the employer must provide written, objectively justifiable reasons for this and give a clear, demonstrable operational reason why this is not practicable. Employees have a right to appeal the decision.

33.10 Employers should develop policies on flexible working which, as far as is practicable, should include:

- part-time working, where a person works to a pattern and number of hours by mutual agreement;
- job sharing, where two or more people share the responsibilities of one or more fulltime job(s), dividing the hours, duties and pay between them;
- flexi-time, where employees can choose their own start and finish time around fixed core hours;

- annual hours contracts, where people work a specific number of hours each year, with the hours being unevenly distributed throughout the year.
- flexible rostering, using periods of work of differing lengths within an agreed overall period;
- compressed hours, where employees work their total number of agreed hours over fewer working days for example compressing a five day working week into four days
- term-time working, where people work during the school term but not during school holidays;
- school-time contracts;
- tele-working, where people work from home for all or part of their hours with a computer or telecommunication link to their organisation;
- voluntary reduced working time, where people work reduced hours by agreement at a reduced salary;
- fixed work patterns where, by agreement, days off can be irregular to enable, for example, separated parents to have access to their children and flexible rostering;
- flexible retirement depending on the pension scheme of the individual staff member.
- varieties of shift patterns that enable the service to balance its need as well as allow staff to have a work life balance.

33.11 There should be a clear procedure for application for flexible working, agreed by employers and local staff representatives. Employers should make reference to the ACAS Code of Practice and guidance in this respect which can be found at www.acas.org.uk.

33.12 All people with flexible working arrangements should have access to standard terms and conditions of employment, on an equal or pro-rata basis, unless different treatment can be justified for operational reasons. Working hours should be compliant with the Working Time Directive (WTD).

Supporting carers

33.13 All NHS employers must have a carer's policy to address the needs of people with caring responsibilities and to meet the requirements of the 'right to request' flexible working legislation for carers of children and dependant adults (see Employment Relations Act for

definition of 'carer'). This policy should emphasise the benefits of flexible working arrangements, balancing work and personal life and employment breaks (Section 34)

33.14 A carer's policy will cover both child and dependant care.

33.15 Childcare covers a range of care choices for children from birth up to age 14 years and a child with disabilities up to the age of 18 years.

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

33.17 Dependant care should also cover (but not be restricted to) care of older relatives, a civil partner, spouse, or a partner, those with a disability who may require hospital or care appointments/assessments and such related matters.

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

- the needs of those with caring responsibilities relative to matters such as place of work, working patterns (including shift patterns) and hours worked;
- support for those with caring responsibilities particularly related to specific difficulties in recruiting and retaining people in certain job categories;
- equality of access to care and affordability, respecting the diversity of personal domestic circumstances;
- guidelines on eligibility;
- how the policy relates to other sections in this part, in particular those covering leave and flexible working arrangements;
- the range of options open to carers, i.e. crèche facilities, childminders, workplace nurseries, allowances, school and holiday play schemes, term-time contracts, home working, annualised hours, compressed hours, and other options as outlined in flexible working arrangements. The policy should be clear as to why certain options are available;
- partnership options with other employers and trades unions;
- allocation of senior management responsibility for the operation and monitoring of the policy.

33.19 Where a decision is taken not to offer particular forms of support, the policy should indicate where other arrangements are available to help

people with caring responsibilities, and what alternative ways of working exist. In addition, employees have the right to appeal against the decision.
33.20 Applications and outcomes should be monitored annually, in partnership with local staff representatives.
33.21 Monitoring information should be analysed and used to review and revise policies and procedures to ensure their continuing effectiveness.
33.22 Applications and outcomes, from both employer and employees, should be recorded and kept for a minimum of one year.

Other forms of leave

33.23 When developing local arrangements for other forms of leave they are based on the principles of equity of access and communication, they should be wide ranging, facilitative and ensure no detriment for pay progression.

Parental leave

33.24 This should be a separate provision from either maternity or maternity support (paternity) leave, adoption leave (see section 15), and Shared Parental Leave (SPL), and should provide a non-transferable individual right to at least 18 weeks' leave. Leave is normally unpaid, but may be paid by local agreement.
33.25 Parental leave should be applicable to any employee in the NHS who has nominated caring responsibility for a child under the age of 18.
33.26 Leave arrangements need to be as flexible as possible, so that the leave may be taken in a variety of ways, by local agreement. Parental leave can be added to periods of maternity support (paternity) leave, maternity leave, adoption leave, and Shared Parental Leave.
33.27 Notice periods should not be unnecessarily lengthy and should reflect the period of leave required. Employers should only postpone leave in exceptional circumstances and give written reasons. Employees may also postpone or cancel leave that has been booked with local agreement.

33.28 During parental leave the employee retains all of his/her contractual rights, except remuneration and should return to the same job after it. Pension rights and contributions shall be dealt with in accordance with NHS Superannuation Regulations. Periods of parental leave should be regarded as continuous service.
33.29 It is good practice for employers to maintain contact (within agreed protocols) with employees while they are on parental leave.

Shared parental leave
33.30 Information on shared parental leave in the NHS can be found at Section 15.
33.31 Staff not eligible for occupational shared parental pay may be entitled to statutory pay during shared parental leave. To qualify for statutory pay the employee and their partner must first meet certain qualifying conditions as described in the relevant legislation. Details of the qualifying conditions can be found on the GOV.UK website.

Leave/time off for domestic reasons, civic/public duties
33.32 This form of leave should cover a range of needs as described at the beginning of this section, from domestic emergencies through to bereavement/compassionate leave (see below).
33.34 These provisions should cover all employees.
33.35 Payment may be made by local agreement, but the expectation is that relatively short periods of leave for emergencies will be paid.
33.36 If the need for time off continues, other options may be considered, such as a career break.
33.37 Applicants for the above forms of leave should be entitled to a written explanation if the application is declined.
33.38 Appeals against decisions to decline an application for leave should be made through the grievance procedure.

Bereavement/compassionate leave

33.39 Bereavement/compassionate leave is leave that is granted to an employee if they experience the bereavement of a dependant. Also see Section 23.

33.40 Employees have a statutory right from day one of their employment to bereavement/compassionate leave.

33.41 Policies developed in partnership with local staff side representatives should entitle employees to paid bereavement/compassionate leave including for funeral/memorial services taking into account all religious or belief obligations. The policy should be used in conjunction with other relevant policies for example sickness absence and flexible working.

See section 15 regarding statutory legislation for employees who suffer a stillbirth after 24 weeks.

Monitoring and review

33.42 Employers will need to ensure that their leave policies and procedures regarding balancing work and personal life operate fairly and transparently and do not advantage any group of staff over another.

33.43 All applications and outcomes should be recorded, and records should cover all information necessary to ensure that there is equitable access to leave provisions. Each leave provision, including applications for and decisions about, should be reviewed annually by employers in partnership with local staff representatives.

33.44 Applications and outcomes should be recorded and monitored in partnership with local staff side representatives, and data analysed and used to review and revise policies and procedures to ensure their continuing effectiveness and equity of access.

Section 34: Employment break scheme

Employment break scheme

34.1 NHS employers should provide all staff with access to an unpaid employment break scheme.

34.2 The scheme should be agreed between employers and local staff representatives.

34.3 The scheme should be viewed with other sections in this handbook, particularly those relating to flexible working, balancing work and personal life and provisions for carers, as part of the commitment to arrangements which enable employees to balance paid work with their other commitments and responsibilities.

34.4 The scheme should also enable employers to attract and retain the experience of staff, consistent with the NHS commitment to the provision of high quality healthcare.

34.5 The scheme should provide for people to take a longer period away from work than that provided for by the parental leave and other leave arrangements.

Scope

34.6 The scheme should explicitly cover the main reasons for which employment breaks can be used, including but not limited to childcare, eldercare, care for another dependant, training, study leave or work abroad. It should also indicate that other reasons will be considered on their merits.

34.7 People on employment breaks will not normally be allowed to take up paid employment with another employer, except where, for example, work overseas or charitable work could broaden experience. In such circumstances written authority from the employer would be necessary.

Eligibility

34.8 The employment break scheme should normally be open to all employees who have a minimum of 12 months of service.

34.9 Applications should be submitted in writing and notice periods should be clearly stated in an agreement between the employee and employer.

Length of break

34.10 The maximum length of break should be five years.
34.11 It should be possible to take breaks, either as a single period or as more than one period.
34.12 The minimum length of break should be three months.
34.13 The length of any break should balance the needs of the applicant with the needs of the service.
34.14 The scheme should have provision for breaks to be extended with appropriate notice, or for early return from breaks.
34.15 All breaks should be subject to an agreement between the employer and applicant before the break begins (see also separate provisions in Section 12). The agreement should cover:

- the effect of the break on various entitlements related to length of service;
- a guarantee that, if the applicant returns to work within one year, the same job will be available, as far as is reasonably practicable;
- if the break is longer than one year, the applicant may return to as similar a job as possible;
- return to work at the equivalent salary level, reflecting increases awarded during the break;
- the notice period required before the return to work should be two months if the break is less than a year and six months if the break is more than a year;
- arrangements for keeping in touch during the break;
- requirements on the applicant to keep up to date with their relevant professional registration needs, including attendance at specified training courses and conferences, and any assistance the employer may give in the support of this;
- training arrangements for re-induction to work;
- any other conditions required either by the employer or the applicant;
- NHS pension arrangements during the break. Further information for Scheme members in England and Wales can be obtained from the NHS

Pensions website at www.nhsbsa.nhs.uk/Pensions. Members in Northern Ireland should refer to the HSC Pension Service website www.hscpensions.hscni.net. Members in Scotland should refer to the Scottish Public Pensions Agency circular 2009/13 which can be found on their website www.sppa.gov.uk

Return to work

34.16 Applicants should not have to resign to take an employment break, although there will be a change to the contract of employment.
34.17 The period of the break should count toward continuous employment for statutory purposes.
34.18 Other provisions depending upon length of service, i.e. contractual redundancy payments, leave entitlements etc, should be suspended for the period of the break (see also separate provisions in Section 12).

Appeals

34.19 Applicants should be entitled to a written reason for the refusal of any application.
34.20 Applicants may resort to the grievance procedure if a request for a break is refused.

Monitoring and review

34.21 All records of applications and decisions should be kept for a minimum of twelve months.
34.22 The operation of the scheme should be monitored annually by employers, in partnership with local staff representatives. This will include consideration of diversity data.

Amendment number 40: NHS TCS Advisory Notice 01/2019

Section 35: Home and agile/hybrid working (England & Wales)

Introduction

35.1 Recruiting and retaining a diverse workforce with appropriate skills is fundamental to the ability of the NHS to support the evolving healthcare needs of the population. In this context it is essential that the NHS adopts and promotes flexible working arrangements that help employees in a manner which best suits their personal needs and preferences. In this context it is essential that the NHS adopts and promotes flexible working arrangements that help employees to support:

- the re-organisation of work (service delivery change) by employing organisations
- the employer requires the employee to work from home or agile/hybrid, or
- the employee requests to work from home or agile/hybrid.

35.2 By providing working arrangements which are adaptable and flexible both to employees and employers we will ensure that the NHS continues to have the workforce it needs to deliver excellent patient care now and in the future.

35.3 The following national principles have been established to support employing organisations develop, monitor and review their local policies in partnership with their trade unions. The provisions in this framework are intended to be applied in conjunction with all other parts of the NHS terms and conditions.

35.4 The HMRC defines a homeworker narrowly as someone who cannot perform their substantive duties anywhere other than their home. This definition is used by HMRC to determine eligibility for tax relief provisions. Employers are able to use a wider definition, including for the purposes of allowances and reimbursement of costs, but should ensure that staff are aware of whether or not any payments will be treated as taxable earnings.

35.5 The definitions used in this framework and for reflection in local policies are as follows:

- **Contractual homeworker**: an individual who performs the majority of duties from their home. They may travel to a work base or attend events

on an ad-hoc basis. Their home is designated as their contractual work base.

- **Agile/hybrid worker**: an individual who performs their duties across more than one work base which may include their home address. They may be required to attend events or travel to other work bases or locations on a more regular or ad hoc basis. Their designated contractual work base will be at one of the employer's sites.

NB for the purposes of this framework the terms agile and hybrid are interchangeable.

Scope

35.6 Local agile/hybrid and homeworking policies should signpost and link to flexible working and reasonable adjustment policies and procedures and vice versa so that employees are clear about how they can make and get support with requests.

35.7 Requests for agile/hybrid and homeworking may be combined with requests for other forms of flexibility for example on working hours or may be stand-alone.

35.8 Agile/hybrid or homeworking may also be agreed as a reasonable adjustment for a disabled worker, as part of a wider consideration of how to reduce barriers experienced in the workplace.

35.9 Homeworking may be an organisational requirement for all or part of a role.

35.10 This framework agreement is not intended to apply to any agile/hybrid and home-working arrangements outside the United Kingdom.

Principles

35.11 The following principles should apply whether agile/hybrid or homeworking is being considered as a section 33 flexible working request initiated by an employee, as a reasonable adjustment, or as a new or changed employment model initiated by the employer. It is recognised

that not all roles will be suitable for homeworking. It is also recognised that not all employees will either want, or be able to, work from home.

35.12 Local agile/hybrid and homeworking policies should be developed or updated in line with the provisions in this section through a process of consultation with staff and agreement with trade unions through local partnerships.

35.13 All policies, procedures, behaviour standards and organisational values should apply equally to all employees regardless of their agile/hybrid or homeworking status.

35.14 Employees who work all or some of their time at home should all be treated fairly and equitably; and supported to work safely and effectively in their teams. Employees in posts which are deemed not suitable for agile/hybrid or homeworking should also be treated fairly and equitably and should be encouraged to discuss and consider other forms of flexible working that may meet their needs.

35.15 Local partnerships should design their policies to maximise the potential benefits and address any potential challenges of agile/hybrid and/or homeworking.

Potential benefits include:

- improved work/life balance
- improved health and wellbeing
- enabling of reasonable adjustments
- increased productivity
- reduced travel – cost and environmental benefits
- improving opportunities to increase inclusivity
- the ability to recruit from a wider geographical pool.

Potential challenges include:

- mental health and isolation impacts
- impact to physical health
- work intensification
- loss of team networking and peer support
- access to training and development
- health and safety risks
- impact on career implications due to lack of ‘visibility’.

35.16 Policies should encompass provisions for a range of agile/hybrid and homeworking situations, including:

- occasional or temporary ad hoc homeworking – agreed informally as and when with the line manager

- agile/hybrid working where part of the contractual hours are undertaken at home
- contractual homeworking where the work base is home.

35.17 Policies should be communicated to all employees and reference to the option of agile/hybrid and/or homeworking should be included in recruitment and selection material where relevant.

35.18 Local agile/hybrid and homeworking policies should set out clear, consistent and objective criteria for considering whether and how a role could be successfully carried out at home and in what proportion for agile/hybrid working.

35.19 Employers and local unions should work together to agree procedures for assessing existing and new posts against the criteria to ensure consistency and fairness in decision making.

Procedure

35.20 All NHS employees covered by this section/annex, and who are employed by an organisation listed in Annex 1, have the contractual right to request flexible working as set out in section 33 of the handbook.

35.21 Such requests may include requests to work from home for all or some of the employee's contractual hours, or to make changes to existing home or agile/hybrids arrangements and should be considered in line with the processes set out in section 33 of the NHS terms and conditions and in the organisation's flexible working policy.

35.22 Employers seeking to change the designated work base of posts or create new posts/roles which are designated homeworking or for particular agile/hybrid working arrangements should follow their usual management of change processes including consultation with recognised trade unions, where appropriate. In some cases, a change of work base will be a potential redundancy situation requiring relevant consultation processes and efforts to find suitable alternative employment.

Contractual considerations

Work base

35.23 All employees, regardless of work pattern or number of work locations, should have one designated contractual work base either home, or an office/site.
35.24 The designated contractual work base may have different implications for travel costs, high cost area supplements (HCAS), subsistence and on tax arrangements that will need to be clear. Employees designated as 'contractual homeworkers' will require the fact that their home is their work base to be clearly reflected in their contract. For existing employees this will require a process of contractual change whether that comes about as a result of an individual request or because an employer moves to designating certain posts as contractual homeworking.
35.25 Employees designated as agile/hybrid workers will in most instances retain an employer site as the designated work base with terms and conditions reflecting this. Formal contractual variation may not therefore be required, except in instances where both parties agree that the hours to be worked at home should be captured as a contractual term.
35.26 Local policies for agile/hybrid and homeworking should set out clear principles and processes for agreeing and processing contractual variation/change. These should be in line with wider policies and procedures, including:

- processes to create new posts or redesignate existing posts as 'homeworking' need to follow normal joint consultative and partnership provisions, as appropriate.
- employees should have access to advice and support via their trade union representatives and via HR departments.

35.27 For any process that is likely to involve a change to the employee's work base, the employee should be provided with adequate and clear information on how this will affect their terms and conditions – see sections below.
35.28 Regardless of homeworking status, all employees should have a clear understanding, set out at the commencement of contractual homeworking or agile/hybrid working, about when and under what circumstances they can be required to attend sites or locations other than their work base to meet operational needs.
35.29 The principle of reasonable notice should be applied, and employees should have the opportunity to raise and discuss any concerns

or difficulties they may have around attending.

Hours

35.30 For agile/hybrid arrangements, policies should encourage consideration of options for:

- more formalised arrangements where employees can request to have fixed homeworking days/hours agreed which can only be varied on request with notice by the employer
- hours/days when work will be undertaken from home to be agreed flexibly and informally between employees and managers
- rostered shift patterns which clearly identify homeworking and site working shifts in advance.

35.31 Where the employer **requires** part of the contracted hours to be fulfilled from home, the details of this should be clearly specified.

Terms and conditions implications

High cost area supplements (HCAS)

35.32 The contractually designated work base will determine eligibility for HCAS in line with annexes 8-9 of the national terms and conditions. Where the employee is a contractual homeworker allocation to HCAS zones will be based on the postcode of the home address.

Reimbursement of travel costs

35.33 Section 17.15 of the terms and conditions sets out that mileage will be reimbursed for miles "in excess of the home to agreed work base return journey". For employees who are designated as 'contractual homeworkers' this means any required business mileage from home to another location will be reimbursed as the home and the work base are one and the same (so table 8 does not apply). For agile/hybrid workers section 17.15 means reimbursement for miles in excess of home to their designated contractual work base. Employers should ensure that contractual homeworkers are informed about whether or not reimbursement payments qualify for tax relief under HMRC provisions.

35.34 Section 18.11-13 make provision for meal allowances where employees are absent from home and more than five miles from their base. Where the base is the home, this may apply in cases where the employee is required to attend the employer's site or other sites (unless

free meals are provided, or the employee does not have to spend more money than they would have at home).

Unsocial hours

35.35 Section 2.1 provides that "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 (USH) payments."

35.36 This provision applies to employees working from home where their work is **required** to be done during hours which attract unsocial hours payments. If there is **no requirement** for the employee's work to be done during a period attracting unsocial hours period – and it is the employee's choice to work during those hours then this should be clearly identified at the start of any changes to working arrangements.

Support for agile/hybrid and homeworking costs

35.37 Local policies should set out what support will be made available in respect of:

- set-up costs for enabling work to be done from home
- ongoing expenses associated with working from home.

35.38 Support for set-up costs and responsibilities may differ depending on the type of homeworking (for example, contractual homeworking or agile/hybrid and employer led, or employee led request) and considering specific needs, for example reasonable adjustments.

35.39 Provisions for ongoing financial support with the costs of homeworking should take account of whether or not employees have the option to work from an employer site all or only some of the time.

35.40 Where payment of homeworking allowances is factored into local policies to support the employee with set-up costs and on-going expenses, the local policy should clarify:

- eligibility criteria
- amount payable
- mechanism for review and any criteria for uprating.

35.41 Where a homeworking allowance is provided this should take into account the range of additional costs experienced by homeworkers having regard to the amount that can be provided tax-free under HMRC provisions.

35.42 Employers should ensure they provide all equipment, expenses and allowances in the most tax-efficient way possible, supporting employees to understand and benefit from all relevant tax relief.

IT and technical support

35.43 Employers will need to consider IT requirements and support to include in policies. It is important to outline what will be provided by employers and what the employee is expected to provide themselves. This may include:

- considering IT equipment needs and what will be provided e.g. laptop and mobile phone and any additional equipment as identified in the display screen equipment (DSE) assessment
- clearly outlining employee requirements to ensure they have required reliable broadband access at home
- ensuring home and/or agile/hybrid workers have access to adequate guidance and advice to support workspace risk assessments
- ensuring home and/or agile/hybrid workers have and are aware of access to IT support, and are, signposted to other relevant local policies related to IT support.

Business continuity arrangements and critical events

35.44 Employers will need to ensure that relevant and suitable measures are put in place and clearly communicated to staff, to factor in any planned or unplanned business critical events and any requirements to temporarily change working arrangements/location in these circumstances should be clearly outlined in local policies. This will include circumstances where the planned or unplanned event occurs only at the employee's home and interrupts the employee's ability to carry out their duties at home for example, internet outage.

Health, safety and wellbeing

35.45 Employers will need to consider the health and safety implications of agile/hybrid and homeworking. This includes:

- regular assessments of the risks of the physical work environment and interaction with any lone-working issues
- consideration of safety and suitability of display screen equipment and workstation set up
- assessment of the risks to mental health from work related stress including Isolation and workload
- reporting and monitoring arrangements
- supervision and support mechanisms
- consultation with staff and health and safety representatives on arrangements to support the health, safety and wellbeing of home/agile/hybrid workers.

Governance, confidentiality, data protection

35.46 All employees must comply with The General Data Protection Regulation (GDPR) as it applies in the UK, informed by the Data Protection Act 2018.

Policies should set out clear principles and processes. Specifically, home and/or agile/hybrid workers are under a duty to observe security and confidentiality practices in relation to equipment and data in line with GDPR, data protection legislation, and local policies and procedures. Employers need to ensure provisions are in place for the secure storage, use and disposal of confidential information from the home base.

Line management, support & performance

35.47 Local policies will need to consider the areas of management responsibility in relation to agile/hybrid and homeworking including ensuring:

- any requests for flexible working are considered on a fair and equitable basis
- all employees are fully aware of their responsibilities and are clear on any agreed requirements to attend the workplace as needed
- employee health and wellbeing is monitored and reviewed on a regular basis considering relevant health and safety laws as outlined above
- employee has access to the relevant IT and office equipment required to undertake their duties
- regular contact and opportunities for check ins and collaboration with other team members
- managing performance and processes are in place for reviewing progress and offering support
- opportunities for development and progression are available in the same manner for all employees regardless of work base.

Equalities

35.48 Employers will need to consider the implications of agile/hybrid and homeworking on equalities. This will include:

- considerations in relation to reasonable adjustments under the Equality Act 2010 and what is required in each work setting an employee works in (home and employer site)
- consideration of duties related to pregnancy and maternity
- considerations of the impact on an ageing workforce
- equality impact assessment and monitoring
- policies should include a commitment to ensuring employees who work from home do not suffer any disadvantage or less favourable treatment.

Section 36: Unallocated

Unallocated

Unallocated

Amendment number 40: NHS TCS Advisory Notice 01/2019

Sections: 37 to 39 Unallocated

Unallocated
Amendment number 43

TCS Advisory Notice (01/2021)

Part 6: Operating the system

Section 40: National bodies and procedures

National bodies and procedures

40.1 This Section describes the roles and functions of the following national bodies:

- The NHS Staff Council
- NHS Pay Review Bodies

The NHS Staff Council

40.2 The NHS Staff Council has overall responsibility for the system of pay and conditions of service described in this handbook.

40.3 Its remit includes:

- maintenance of the system of pay and conditions of service, including any variations to the national agreements;
- the negotiation of any variations in the harmonised national core conditions of service across the NHS, as set out in Part 3 of this handbook;
- the negotiation of any enabling agreements or variations in any enabling agreements, in respect of conditions of service which are not harmonised;
- the content of the national agreement and the general operation of the modernised NHS pay system, including any concerns about equal pay for work of equal value;
- the discussion of any other general issues of common concern on pay and terms and conditions of service.

40.4 The NHS Staff Council will not negotiate pay settlements. However, the Government, employers and representatives of staff organisations, may initiate consultation in the Council where they believe recommendations by the NHS Pay Review Body may have brought pay out of line, for jobs of broadly equal weight, in a way which may not be justifiable under the relevant legislation. The NHS Staff Council may then draw this to the attention of the NHS Pay Review Body to consider possible corrective action.
40.5 The four UK Health Departments, all organisations representing NHS employers and all the nationally recognised staff organisations should have the right to be represented in this forum.
40.6 The NHS Staff Council will operate in a spirit of social partnership and will have joint chairs, one from representatives of staff organisations and one from representatives of employers. When both chairs are present, the functional chair will alternate each year.
40.7 There will be sufficient permanent members to ensure representation of all the groups described in paragraph 40.5. (Irrespective of the number of permanent members, decisions may only be reached by agreement between the two representative groups). Meetings of the Council will be hosted by agreement between the two representative groups, and the expenses of individual members will be borne by the organisations nominating them.
40.8 The employer representatives will include the employer representatives' chair and representatives of the UK Health Departments, the NHS Confederation, the Ambulance Services Association, and other employer representatives, including a primary care representative, a health authority or health board nominee and a representative of NHS foundation trusts. The employer representatives may invite one or more additional persons who appear to them to have special expertise or involvement in any of the items under discussion, to attend for the discussion of those items.
40.9 The staff representatives should both reflect membership in the NHS but also make some provision to ensure that smaller staff organisations have a voice in the system. The weighting of membership among the staff representatives will be a matter for them to determine. The staff representatives may invite one or more additional persons who appear to them to have special expertise or involvement in any of the items under discussion, to attend for the discussion of those items.

40.10 The NHS Staff Council will not consider individual cases, which will continue to be resolved at individual employer level.
40.11 The NHS Staff Council will be scheduled to meet at least twice yearly but meetings may be cancelled by agreement if there is not enough business to justify a meeting.
40.12 The NHS Staff Council may form sub-groups to discuss analysis, evidence and issues with significant implications for a particular group, or to oversee particular parts of the system and make recommendations on them to the Council.
40.13 All decisions of the Council will require the formal agreement of the Secretary of State for Health and the Ministers of Health for Scotland, Northern Ireland and the National Assembly for Wales. Decisions of the NHS Staff Council will be reached by agreement of both employer and staff representatives.
40.14 An executive committee of the NHS Staff Council will meet at least four times a year, or more frequently if agreed necessary, to take forward the day-to-day business of the Council and to hear reports from any technical working groups that may be established.
40.15 The staff organisations with national recognition for the purposes of the NHS Staff Council are:

- British Association of Occupational Therapists (BAOT)
- British Dental Association
- British Medical Association (BMA)
- College of Podiatry (CoP)
- GMB
- Hospital Consultants and Specialists Association (HCSA)
- The British Dietetic Association (BDA)
- The British Orthoptic Society (BOS)
- The Chartered Society of Physiotherapy (CSP)
- Association for Laboratory Medicine
- The Royal College of Midwives (RCM)
- The Royal College of Nursing (RCN)
- The Society of Radiographers (SoR)
- Prison Officers Association (POA)
- UNISON
- Unite

NHS pay review bodies

40.16 Changes to the operation of the NHS pay review bodies are approved by the Prime Minister, the Secretary of State for Health, the First Ministers for Scotland and Wales and the First Minister, Deputy First Minister and Minister for Health in Northern Ireland.

40.17 The NHS pay review bodies are independent.

NHS Pay Review Body

40.18 The NHS Pay Review Body will make recommendations on the remuneration of all staff employed in the NHS on the pay spine in Annexes 2 and 3.

40.19 The terms of reference for the NHS Pay Review Body include all staff employed in the NHS with the exception of doctors, dentists and very senior managers.

40.20 The NHS Pay Review Body is to have regard to the principle of equal pay for work of equal value in the NHS.

40.21 It will be open to the Government, the organisations representing staff or to employer organisations to make a case to the NHS Pay Review Body for awarding differential pay increases to staff with comparable job weights, or to make a case for national recruitment and retention premia, where they consider that this can be justified by differential labour market pressures and their impact on recruitment and retention. It will also be open to the government, the organisations representing staff or employer organisations to make a case for adjusting the differentials between pay bands.

40.22 Where, based on material factors, the NHS Pay Review Body recommends differential awards of these kinds, it should make explicit in its report the reasons for such recommendations.

40.23 Where higher awards to particular groups are justified by reference to material factors, the additional award should be separately identifiable and may typically take the form of a recruitment and retention premium. Any such additions should be periodically reviewed by the NHS Pay Review Body and may, over time, be adjusted or withdrawn to reflect

changes in the relevant material factors. For instance, in the scale of labour market pressures and their impact on recruitment and retention.

Review Body on Doctors' and Dentists' Remuneration
40.24 The remuneration of medical and dental staff on the first pay spine is recommended by the Review Body on Doctors' and Dentists' Remuneration.

Implementation of review body recommendations
40.25 Final decisions on implementation of recommendations of either pay review body are a matter for the Prime Minister and relevant health ministers.

**1 Job evaluation handbook can be found on the NHS Employers website*
Amendment number 39: NHS TCS Advisory Notice 01/2018

Sections: 41 to 46 Unallocated

Sections: 41 to 46 Unallocated
Pay circular (Afor C) 2/2013: amendment number 28

Part 7: Maintenance

Section 47: Reviews, appeals and job evaluations

National reviews

47.1 As outlined in paragraph 40.4, the NHS Staff Council can be consulted by local employers or staff representatives on the interpretation of the agreement where there is an issue which may have wider applicability. Additionally, the NHS Staff Council will have a monitoring role in the identified areas, and where inconsistencies are emerging recommendations and advice will be given to local employers and staff representatives.

Appeals

47.2 Every effort will be made to ensure that locally managers and staff are able to resolve differences without recourse to formal procedures. They should agree in partnership a procedure to resolve differences locally, based on the framework in Annex 19 (England) or Annex 19 (Scotland, Wales and Northern Ireland) or, in the case of disagreements over decisions on job profile matching or local job evaluations, based on the protocols set out in the Job Evaluation Handbook1 within three months (see paragraph 47.3).

47.3 Where appeals are upheld, the associated pay or benefits will normally be backdated to the date the appeal was lodged.

Job evaluations

47.4 The Job Evaluation Handbook sets out protocols for resolving disagreements in relation to matching of jobs against national job evaluation profiles, or in relation to local job evaluations. Appeals may not be made against the evaluation of a nationally profiled post. There is a right to a review on the grounds that the post does not match the national profile but not on the grounds that the national profile is incorrect.

1 Job evaluation handbook: http://www.nhsemployers.org/your-workforce/pay-and-reward/pay/job-evaluation
Pay circular (AforC) 2/2013: amendment information note number 28

Annex 1 - NHS employers

England

Unless the text indicates otherwise, any reference to NHS employers in this handbook shall mean any of the following organisations:

- NHS trusts including Foundation Trusts
- Special health authorities
- Integrated Care Boards
- NHS England (which incorporates Monitor and NHS Trust Development Agency (NHS Improvement), The Health and Social Care Information Centre (NHS Digital) and Health Education England)))
- National Institute for Health and Care Excellence
- Health Research Authority
- NHS Blood and Transplant
- NHS Business Service Authority
- NHS Counter Fraud Authority
- NHS Resolution
- The Health Services Safety Investigations Body (HSSIB)

Northern Ireland

Unless the text indicates otherwise, any reference to NHS employers in this handbook shall mean any of the following organisations:

- HSC Board
- HSC Trusts
- Public Health Agency
- Business Services Organisation
- Patient and Client Council
- HSC Special Agencies

Scotland

Unless the text indicates otherwise, any reference to NHS employers in this handbook shall mean any of the following organisations:

- Health boards
- Special health boards

Wales

Unless the text indicates otherwise, any reference to NHS employers in this handbook shall mean any of the following organisations:

- NHS trusts
- Local health boards
- Special Health Authorities

Annex 2 - Pay bands and pay points

Pay bands and pay points in England

Table 10

Basic Pay					
Band 1*	£25,272				
	Entry Step Point	Years until eligible for pay progression	Top step point		
Band 2	£25,272	2	£25,272		
Band 3	£25,760	2	£27,476		
Band 4	£28,392	3	£31,157		
	Entry Step Point	Years until eligible for pay progression	Intermediate step point	Years until eligible for pay progression	Top step point
Band 5	£32,073	2	£34,592	2	£39,043
Band 6	£39,959	2	£42,170	3	£48,117
Band 7	£49,387	2	£51,932	3	£56,515
Band 8a	£57,528	2	£60,417	3	£64,750
Band 8b	£66,582	2	£70,896	3	£77,368
Band 8c	£79,504	2	£84,346	3	£91,609

Band 8d	£94,356	2	£100,140	3	£108,814
Band 9	£112,782	2	£119,583	3	£129,783

1. This pay scale should be read in conjunction with Part 2 - Section 1: Pay Structure (England)

From 1 April 2026

2. Following the government's announcement regarding the 2026/27 pay award, all pay points have subsequently been uprated in line with the outcome.

Download and print a poster version of the 2026/27 pay scales.

Amendment number 61: NHS Pay Advisory Notice 02/2026

Pay bands and pay points in Scotland, Wales and Northern Ireland

The current pay circulars for the devolved administrations of Scotland, Wales and Northern Ireland can be found at the following links:

Scotland

Wales

Northern Ireland

Annex 3 - Pay bands and pay points on the second pay spine

Introduction to pay bands and pay points on the second pay spine in England

1. This Annex is an archive of pay bands and pay points in England since 1 October 2004. The pay Tables are reproduced in exactly the form in which they appeared in the Handbook when they were published. Consequently, they contain references to Sections which have been deleted e.g. Section 46: Assimilation and protection. Deleted Sections and Annexes are available in archived copies of the handbook on the NHS Employers website.
2. Current pay bands and pay points are in Annex 2.

Scotland, Wales and Northern Ireland

3. Read pay bands and pay points in Scotland.
Read pay bands and pay points in Wales.

Read pay bands and pay points in Northern Ireland.

Amendment number 61

TCS Advisory Notice (02/2026)

Previous pay bands and pay points on the second pay spine in England

Download the PDF for pay points from 1 April 2025-31 March 2026
Download the PDF for pay points from 1 April 2024.
Download the PDF for pay points from 1 April 2023.
Download the PDF for pay points from 4 August 2022 - 31 March 2023.
Download the PDF for pay points from 1 April 2022 - 4 August 2022.

Download the PDF for pay points from 1 April 2022.
Download the PDF for pay points from 29 July 2021.
Download the PDF for pay points from 1 April 2021.
Download the PDF for the pay points from 1 April 2018.
Download the PDF for pay points from 1 April 2017.
Download the PDF for pay points from 1 April 2016.
Download the PDF for pay points from 1 April 2015.
Download the PDF for pay points from 1 April 2014.
Download the PDF for pay points from 1 April 2013.
Download the PDF for pay points from 1 April 2012.
Download the PDF for pay points from 1 April 2011.
Download the PDF for pay points from 1 April 2010.
Download the PDF for pay points from 1 April 2009.
Download the PDF for pay points from 1 April 2008.
Download the PDF for pay points from 1 November 2007.
Download the PDF for pay points from 1 April 2007.
Download the PDF for pay points from 1 April 2006.
Download the PDF for pay points from 1 April 2005.
Download the PDF for pay points from 1 April 2004.

Amendment number 59

Pay Advisory Notice (02/2025)

Annex 4 - Working or providing emergency cover outside normal hours

On-call and other extended service cover

1. In order to assist local partnerships who are reviewing on-call in line with Section 2 (England), Section 2 (Wales) or Section 2 (Scotland and Northern Ireland) and Annex 29 the location of each of the Whitley on-call systems, in the Handbooks and Advance Letters of the functional Whitley Councils, is indicated below.

Nurses and midwives:	Section 5: Stand-by and On-Call allowances: Emergency Duties Nursing and Midwifery Staffs Negotiating Council Handbook
Professions Allied to Medicine (PAMS:	Section 3: Emergency Duty Payments: Professions Allied to Medicine and Related Grades of Staff (PTA) Council Handbook
NHS Staff covered by the Maintenance Advisory Panel (MAP):	Section 4: On-call duty: Maintenance Staff Pay and Conditions of Service Handbook
Administrative and Clerical staff:	Section 22: Emergency Duty Payments: Administrative and Clerical Staffs' Council Pay and Conditions of Service Handbook
Ancillary staff:	Section 11: On-call Duty: Ancillary Staffs Council Handbook
Professional and technical Staff (estate officers; MTOs; ATOs; biomedical scientists; pathology support and dental auxiliaries):	Section 4: Emergency Duties: PTB Council Handbook (the green book)
Scientific and professional staff	

Whole-time healthcare chaplains and whole-time healthcare chaplains' assistants	Appendix E to Advance Letter (SP) 3/2002: local out of hours arrangements
Speech and language therapists	No provision
Clinical psychologists and child psychologists	No provision
Healthcare pharmacists	Advance Letter (PH) 1/86 Paragraph 4: emergency duty service and Appendix C to Advance Letter (PH) 1/2004 emergency duty commitment allowance
Healthcare scientists and optometrists	Appendix D to Advance Letter (SP) 2/2002

Amendment number 39: NHS TCS Advisory Notice 01/2018

Annex 5 - Provisions for unsocial hours payments for ambulance staff

Eligibility

Effective from 1 September 2018, the following staff will cease to be paid unsocial hours payments via the provisions of this annex, and will be paid unsocial hours payments under the provisions of section 2: maintaining round the clock services (England):

- Staff who start their employment (new entrant) in an ambulance trust in England on or after 1 September 2018
- Any member of staff who changes role within an ambulance trust in England on or after 1 September 2018 (see note at end of annex)
- Any member of staff who voluntarily chooses to move to section 2 for the purposes of unsocial hours payments.

The provisions of this annex will continue to apply to:

- ambulance staff employed by ambulance trusts in Wales, Scotland and Northern Ireland, and
- ambulance staff in England employed under the terms of this handbook prior to 1 September 2018 (provided they do not start any new employment in an ambulance trust or move role, as described above).

Should a member of staff opt to be paid their unsocial hours payments under the provisions of section 2, they will not be able to switch back to having their unsocial hours paid under the provisions of this Annex.

Staff members remaining on this annex will continue to receive their unsocial hours payments during periods of sickness absence.

Working outside normal hours

1. The following provisions for unsocial hours payments will apply to ambulance staff employed by ambulance trusts (ambulance boards in Scotland).

2. Pay enhancements will be given to staff whose working pattern in standard hours, but excluding overtime and work arising from on-call duties, is carried out during the times identified below:

- **for staff in pay bands 1 to 7** any time worked before 7:00 am or after 7:00 pm Monday to Friday, and any time worked on Saturdays, Sundays or Bank Holidays;
- **for staff in pay bands 8 and 9** any time worked before 7:00 am or after 10:00 pm Monday to Friday, any time worked before 9:00 am or after 1:00 pm on Saturdays and Sundays, and any time worked on Bank Holidays.

3. The pay enhancement will be based on the average number of hours worked outside these times during the standard working week, and will be paid as a fixed percentage addition to basic pay in each pay period. The enhancement will be pensionable and count for sick pay, but will not be consolidated for purposes of overtime or any other payment. Once the average has been agreed, the payment will not normally change because of small week to week variations in the shifts worked. It will, therefore, be payable during short periods of leave or training. It will, however, be re-calculated if there is a significant change in working pattern.

4. This average will be calculated over a 13-week reference period or over the period in which one cycle of the rota is completed, whichever most accurately reflects the normal pattern of working. For the purposes of the calculation, short meal breaks taken during each work period will be included. An eight-hour shift from 3:00 pm to 11:00 pm would, therefore, include four qualifying hours for staff in pay bands 1 to 7, irrespective of when in that period a meal break was taken.

5. The enhancement will be paid as a percentage of basic salary each month, subject to a maximum of 25 per cent for staff in pay bands 1 to 7 and 10 per cent in pay bands 8 and above. Basic salary for these purposes will be regarded as including any long-term recruitment and retention premium. It will not include short- term recruitment and retention premia, high cost area payments or any other payment.

6. Where the average exceeds five hours a week during the times set out above, there will be a banded system of pay enhancements. The payment will not vary unless the working pattern changes sufficiently to take the number of qualifying hours outside the band over the reference period as a whole.

Table 11

Average unsocial hours	Percentage of basic salary	
	Pay Bands 1 - 7	Pay Bands 8 & 9
Up to 5	Local agreement	Local agreement
More than 5 but not more than 9	9%	9%
More than 9 but not more than 13	13%	10%
More than 13 but not more than 17	17%	10%
More than 17 but not more than 21	21%	10%
More than 21	25%	10%

7. Where unsocial hours working is limited or very irregular (averaging no more than five hours a week over the reference period) pay enhancements will be agreed locally. These may be fixed or variable, and based on actual or estimated hours worked, subject to local agreement. To ensure fairness to staff qualifying under the national rules set out above, locally agreed payments may not exceed the minimum percentage in the national provisions.

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

8. For part-time staff and other staff working other than 37.5 hours a week excluding meal breaks, the average number of hours worked outside the normal hours will be adjusted to ensure they are paid a fair percentage enhancement of salary for unsocial hours working. This will be done by calculating the number of hours which would have been worked outside normal hours, if they had worked standard full-time hours of 37.5 hours a week, with the same proportion of hours worked outside normal hours.
This number of hours is then used to determine the appropriate percentage set out in table 11.
9. For an example of the effect of this provision, see annex 6.

Staff working rostered overtime

10. Where staff work shifts which always include a fixed amount of overtime (rostered overtime) the hours worked outside normal hours should be calculated as if they were working non-standard hours in excess of 37.5 hours per week (paragraphs 8 and 9 in this section). For an example of the effect of this, see annex 6.

Self-rostering schemes

11. Where staff have agreed self-rostering arrangements with their employer, local provisions should be agreed to ensure that the enhancements payable under these types of provisions are shared fairly between members of the team.

12. In these cases employers and staff side representatives should agree the level of payment appropriate for the team, on the basis of the unsocial hours coverage needed to provide satisfactory levels of patient care. This should be based on the period covering a full rota or, where there is no fixed pattern, an agreed period of not less than thirteen weeks activity for that team and divided between team members, subject to a formula that they agree.

13. For an example of the effect of this provision, see annex 6.

Annual hours and similar agreements

14. Agreement should be reached locally on pay enhancements for staff on annual hours agreements who work outside normal hours.

The agreement should respect the principles of this annex to ensure that the arrangements for these staff are consistent with those for other staff working outside normal hours.

15. For an example of the effect of this provision, see annex 6.

Bank staff

16. Work for a staff bank run by the employer should be treated as a separate contract for the purpose of these rules and any additional payment due calculated as a percentage of their bank earnings, based on the number of bank hours worked outside normal hours.
17. For an example of the effect of this provision, see annex 6.

Unforeseen changes to agreed patterns of working

18. Local employers and staff side representatives, working in partnership, should develop protocols which ensure sensible planning for unexpected absence (such as the use of first on-call rotas for overtime) and minimise the need for frequent or sudden changes to agreed normal working patterns.
19. However, where it is necessary for employers to ask staff to change their shift within 24 hours of the scheduled work period, such staff should receive an unforeseen change payment of £15 for doing so. The payment is not applicable to shifts which staff agree to work as overtime, or that they swap with other staff members.
20. Good management practice should ensure that this type of payment is not used where absence is predictable e.g. to cover maternity leave, long-term sickness absence, planned annual leave etc. Appropriate monitoring of these payments should be undertaken at both a local (for example ward) and strategic (i.e. board) level in the organisation to identify circumstances which would suggest excessive or unusual trends for such payments.

To note:

Any movement which requires a new contract of employment to be issued would be considered as ‘a change of role’, thereby initiating the move to Section 2 of the NHS Terms and Conditions of Service Handbook for payment of unsocial hours enhancement.

Amendment number 39: NHS TCS Advisory Notice 01/2018

Note: For further ambulance guidance, visit our TCS Resource hub.

Annex 6 - Provisions for unsocial hours payments for ambulance staff (Examples)

Eligibility

This annex only applies to ambulance staff who receive their unsocial hours payments via the provisions of Annex 5 under this agreement.
The below sections show examples of special cases under the provisions for work outside normal hours.

Example of application to part-time staff

1. A person in a job in pay band 1 works half-standard hours (18¾ hours a week) and regularly does three day shifts each week (including a half hour meal break) between 10am and 4:45pm on Thursdays, Fridays and Saturdays.
2. In this case only the shift worked on Saturday is outside the normal hours set out in paragraph 2 of Annex 5. The hours worked outside normal hours each week are, therefore, seven hours (including for this purpose the short meal break). Because the pattern is regular, this is also the average. If this person had worked full-time standard hours of 37.5 hours a week, with the same proportion of hours outside normal hours, they would have worked double the number of hours outside normal hours. The figure of 14 hours a week is, therefore, used in Table 11 in Annex 5 to determine that the appropriate enhancement to the part-time salary is 17 per cent.
3. The enhancement would only need to be re-estimated if the average number of hours outside normal hours increased by three hours a week to 17 hours or more, or fell by more than one hour a week to under 13 hours. Neither is likely, however, unless the shift pattern changes.

Example of application to a self-rostering scheme (where the team agree to equalise enhancements)

4. A team of staff provide services to patients in their homes. Most visits take place during the day, but a limited number of patients require an evening visit to settle them for the night. In the past this has been covered by a shift pattern of four weeks of early shifts and one week of late shifts.

5. In this case, the team, who work well together, ask their manager if they can agree among themselves each month who will cover the evening work. They also ask if they can control the timing of late shifts to better balance work and home life and allow more patients to be settled at a time they prefer, and if they can share the unsocial hours payments to avoid money being an issue in the rostering.

6. In this case the employer and team agree that the previous shift pattern satisfactorily defines the degree of unsocial hours working necessary to provide a satisfactory level of patient care. The unsocial hours enhancement due under these rules would then be calculated on the basis that each team member worked the number of hours outside normal hours implied by the four-early one-late shift system, and a percentage enhancement is paid on that basis to each team member irrespective of the actual rostering, provided the team continue to provide satisfactory levels of patient care.

Example of application to annual hours agreements

7. A number of staff members ask if they can work variable hours to allow them to better combine work and care responsibilities, subject to working an agreed number of hours annually.

8. In order to allow for the fact that standard hours are variable under this agreement, the employer and employee agree to estimate the average hours worked outside normal hours on the basis of the average for colleagues in the same role in the same work area, subject to a retrospective adjustment if there were evidence that the actual average hours worked outside normal hours over the year as a whole had varied significantly from this level.

Example of application to bank staff

9. A member of staff in pay band 6 works full-time on alternate early and late shifts Monday to Friday. No hours are worked outside normal hours during the early shift. But four hours per day are worked outside normal hours during each late shift. This results in an average of ten hours per week being worked outside normal hours, and the staff member receives an enhancement of 13 per cent of salary under the normal rules.

10. However, they also work an eight-hour bank shift once a fortnight on average during a weekend period. This is treated as a separate contract under these rules. So the enhancement for working outside normal hours for their bank work is calculated as if they were a part-time worker working all their hours outside normal hours.

11. In this case the hours worked for the bank each week are four hours, all of which fall outside normal hours. Under the rule for part-time workers in paragraph 8 of Annex 5, if the person had worked full-time for the bank with the same proportion of hours outside normal hours they would have worked 37.5 hours a week outside normal hours. This figure is therefore used to determine the appropriate enhancement to the income from the bank, which in this case is 25 per cent.

12. In this case the enhancement to bank earnings does not need to be re-calculated, however many hours are actually worked for the bank at weekends, since they are all outside normal hours. If, however, the person started doing significant bank work in normal hours, the enhancement might need to be re-estimated if the proportion worked outside normal hours fell to 21 hours out of every 37.5 or below, as the enhancement would then fall into a different band.

Example of application to staff working rostered overtime

13. A person works on a maintenance team which deploys staff on alternate weeks of early and late nine hour shifts, 7:00am to 4:00pm and 1:00pm to 10:00pm Monday to Friday, with a half hour meal break. Their regular shift pattern therefore covers 42½ hours a week, excluding meal breaks and always includes five hours of overtime.

14. Because their shift pattern always includes a fixed amount of overtime, this is treated as rostered overtime within a non-standard working week.

As a result all the hours may count towards the total of hours outside normal hours, but this is then adjusted for the longer week.

15. In this example an average of 7½ hours a week are worked outside normal hours over the whole rota. If, however, they had worked the same proportion of hours outside normal hours in a standard week, the total would have been just under 6.7 hours a week. This qualifies for a payment of 9 per cent of basic pay for working outside normal hours, in addition to the normal overtime payment for the overtime hours.

Amendment number 39: NHS TCS Advisory Notice 01/2018

Annex 7 - Good practice guidance on managing working patterns

Good practice guidance on managing working patterns

1. An important aspect of managing the provision of emergency cover outside normal hours is ensuring good management practice and, where necessary, ensuring appropriate protocols are put in place. This should reduce the difficulties arising from the unpredictability within the system.

2. Similarly, in line with good working practices, employers should ensure that staff are given adequate time to be made aware of their working patterns, as a guide, at least four weeks before they become operational.

3. Flexible working arrangements are a key element of the Improving Working Lives Standard and ensuring the effective management of the rostering process can impact on unexpected difficulties.

4. NHS Staff Council guidance on Improving Working Lives (IWL) can be found on the Health, Safety and Wellbeing Partnership Group resources page1.

This substantial database of jointly agreed advice and guidance includes information on the importance of effective partnership working on health, safety and wellbeing, guidance on the prevention and management of stress at work and on the prevention and management of sickness absence. There are comparable initiatives providing similar information in each of the other UK countries (e.g. the PIN policies in NHS Scotland).

5. A series of Improving Working Lives toolkits have been produced to provide guidance to both managers and staff covering the whole range of issues within Improving Working Lives, including flexible working. Specific toolkits have also been produced aimed at particular staff groups, for example, allied health professionals and healthcare scientists. These documents can be downloaded from the Health, Safety and Wellbeing Partnership Group resources page.

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

Annex 8 - High cost area (HCAS) payment zones

High cost area payment zones

The zones for high cost area payments are defined as inner London, outer London and fringe areas. These zones are based on the 2005 PCT geographical boundaries as set out below.

Table 12: Inner London

SHAs	PCTs within SHAs
NW London SHA	Hammersmith & Fulham PCT Kensington & Chelsea PCT Westminster PCT
North Central London SHA	Camden PCT Islington PCT
NE London SHA	City & Hackney PCT Tower Hamlets PCT
SE London SHA	Lambeth PCT Lewisham PCT Southwark PCT
SW London SHA	Wandsworth PCT

Table 13: Outer London

SHAs	PCTs within SHAs
NW London SHA	Brent PCT Ealing PCT Harrow PCT Hillingdon PCT Hounslow PCT
North Central London SHA	Barnet PCT Enfield PCT Haringey PCT
NE London SHA	Barking & Dagenham PCT Havering PCT Newham PCT

	Redbridge PCT Waltham Forest PCT
SE London SHA	Bexley PCT Bromley PCT Greenwich PCT
S W London SHA	Croydon PCT Kingston PCT Richmond & Twickenham PCT Sutton & Merton PCT

Table 14: Fringe area

SHAs	PCTs within SHAs
Kent & Medway SHA	Dartford, Gravesham & Swanley PCT
Essex SHA	Basildon PCT Billericay, Brentwood & Wickford PCT Epping Forest PCT Harlow PCT Thurrock PCT
Bedfordshire & Hertfordshire SHA	Dacorum PCT Hertsmere PCT Royston, Buntingford & Bishop Stortford PCT South East Hertfordshire PCT St Albans & Harpendon PCT Watford & Three Rivers PCT Welwyn, Hatfield PCT
Thames Valley SHA	Bracknell Forest PCT Slough PCT Windsor, Ascot & Maidenhead PCT Wokingham PCT
Surrey & Sussex SHA	East Elmbridge & Mid Surrey PCT East Surrey PCT Guildford & Waverley PCT North Surrey PCT Surrey Heath and Woking PCT

Pay circular (AfC) 3/2013: amendment number 29

Annex 9 - High cost area supplements (HCAS)

High cost area supplements

Table 1: From 1 April 2026

Area	
Inner London	20% of basic salary, subject to a: ● minimum payment of £5,794 and a maximum payment of £8,746
Outer London	15% of basic salary, subject to a: ● minimum payment of £4,870 and a maximum payment of £6,137
Fringe	5% of basic salary, subject to a: ● minimum payment of £1,346 and a maximum payment of £2,270

Table 2: From 1 April 2025

Area	
Inner London	20% of basic salary, subject to a: ● minimum payment of £5,609 and a maximum payment of £8,466
Outer London	15% of basic salary, subject to a: ● minimum payment of £4,714 and a maximum payment of £5,941
Fringe	5% of basic salary, subject to a: ● minimum payment of £1,303 and a maximum payment of £2,198

For detail on HCAS payments going back beyond April 2025, please refer to the appropriate archived NHS TCS Handbook.

Amendment number 61: NHS Pay Advisory Notice 02/2026

Annex 10 - Local recruitment and retention premia (RRP)

Recruitment

1. To ensure consistency in the application and payment of recruitment and retention premia, local employers should adhere to the following protocol.
2. All new vacancies should be advertised in relevant local, regional, national and/or professional media.
3. Where adverts have produced no suitable applicants, HR personnel service/department managers and staff side representatives should consider the reasons for this. Account should be taken of the number of applicants, relevant national vacancy data and local labour market information, the media used and any non-pay improvements which could be made to the employment package (e.g. training opportunities, childcare, relocation), or any expected increase in the supply of staff suitable for the post.
4. If it could be reasonably assumed that vacancies could be filled through, for example, advertising in different media or by waiting for an expected increase in supply (for example from new trainees) then vacant posts should be re-advertised.
5. However, if on the basis of paragraphs 2 and 3, it is decided that the vacancy problem can be addressed most effectively only through payment of a recruitment and retention premium, the employer should decide in partnership with local staff representatives whether the problem is likely to be resolved in the foreseeable future (in which case any premium should be short-term) or whether it is likely to continue indefinitely (in which case any premium should be long-term (see section 5: Recruitment and retention premia).
6. The employer should then consult with neighbouring employers, staff side organisations and other stakeholders, before implementing any premium.

Retention

7. Before consideration is given to paying recruitment and retention premia to increase retention of staff, HR personnel, service/department heads and relevant staff representatives should ensure non-pay benefits (e.g. childcare support, training and development) are sufficiently developed. Where possible, local turnover rates should be compared with national rates. Employers are also advised to undertake regular exit surveys to assess how far pay is a factor in employees' decisions to leave the organisation.

8. However, if it is decided that a retention problem can be addressed most effectively only through payment of a recruitment and retention premium, the employer should decide whether the problem is likely to be resolved in the foreseeable future (in which case any premium should be short-term) or whether it is likely to continue indefinitely (in which case any premium should be long-term (see section 5: Recruitment and retention premia).

9. The employer should then consult with neighbouring employers, relevant staff side organisations and other stakeholders.

Review

10. Once recruitment and retention premia are awarded, they should be reviewed annually. This review should be done by HR personnel, relevant service/department heads and staff representatives.

11. The review should consider, amongst other factors:

- how far the recruitment and retention premia have allowed the NHS organisation to reduce its vacancy rates and turnover;
- the likely impact on vacancies of removing or reducing a recruitment and retention premium;
- any changes in labour market circumstances.

12. The principle consistent with equal pay for work of equal value should be that where the need for a recruitment and retention premium is reduced or has ended, short-term premia should be reduced or withdrawn as soon as possible, consistent with the protection period in section 5: Recruitment and retention premia. Long-term premia should be

adjusted or withdrawn for anyone offered a qualifying post after the decision to withdraw or reduce the premium has been made.

13. Local recruitment and retention premia policies and processes should be subject to an Equality Impact Assessment.

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

Annex 11 - Additional freedoms for NHS foundation trusts in England

Additional freedoms for NHS foundation trusts in England

1. Where NHS organisations acquire earned autonomy or foundation trust status in England, they will have greater autonomy in relation to the use of specified local freedoms under this agreement. In these areas:

(i) NHS foundation trusts will be able to act independently, consistent with their licence;

(ii) three-star NHS organisations will be able to act independently, but will be required to consult with local or neighbouring employers before final decisions are taken on the use of these freedoms;

(iii) all other NHS organisations will be able to act only as permitted by guidelines agreed through the NHS Staff Council.

2. The specified local freedoms which can be exercised with greater autonomy are outlined in the below sections

Freedoms which require good management

(i) the ability to offer alternative packages of benefits of equivalent value to the standard benefits set out in this agreement, among which the employee can make a personal choice (e.g. greater leave entitlements but longer hours)

(ii) the ability to negotiate local arrangements for compensatory benefits such as expenses and subsistence, which differ from those set out in this handbook

(iii) the ability to award recruitment and retention premia above 30 per cent of basic pay where that is justified, without prior clearance by the NHS Staff Council.

Freedoms which must be part of a properly constituted reward scheme for individual, team or organisational performance related to genuinely measurable targets, offering equal opportunities for all staff in the relevant organisation, unit or work area

(i) the establishment of new team bonus schemes and other incentive schemes

(ii) the establishment of schemes offering additional non-pay benefits above the minimum specified elsewhere in this agreement

(iii) accelerated development and progression schemes.

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

Annex 12 - Motoring costs

Motoring costs

1. **This annex is effective from 1 July 2013**. Each year the Automobile Association Trust (AA) produces illustrative guides of motoring costs.These set out the elements of costs involved in running a car for a typical car owner using his or her vehicle for normal “domestic” purposes e.g.travel to and from work, shopping trips and holidays. The NHS Staff Council has used this as the source of its estimates of the costs of business mileage.

2. Table 17 shows the costs at the time the rates in Table 7 in Section 17 were last set.

3. The AA guides provide different illustrative costs for private car use based on a range of different annual mileages and cars in different price ranges. In order to obtain the figures in Table 17 the NHS Staff Council has taken the figures in the guides for cars in the middle price range and an assumed annual combined private and business mileage of 10,000 miles, on which all the cost items in Table 17 are based.

4. The rates of reimbursement implemented on 1 January 2026 will be those resulting from the review of the 12-month average price of fuel that took place in October 2025, in line with Section 17.14 and paragraph 14 of this Annex. These rates apply to all journeys undertaken from 1 January 2026.

5. In line with the AA guides the annual values for “standing charges” in Table 17 are shown as whole numbers. This means that the value in row six for “total annual cost of standing charges,” which is calculated on unrounded numbers, is not the sum of the values in rows one to five in Table 17.

6. In line with the AA guides the values in the costs per mile of “running costs” in rows seven to ten in Table 17 and the “total of running costs” in row 11 are calculated to two decimal places. (See the notes on rounding in row 12).

7. The average price of fuel in row 7 in Table 17 is a calculation of the combined average price of petrol and diesel which is in line with the method used by the AA to take account of fluctuations in fuel prices.

Table 17
Amended motoring costs as at 1 January 2026

Rows	Items of cost	Annual cost (£)	Cost per mile (pence)
	Standing charges		
Row 1	Road tax	180	
Row 2	Insurance	496	
Row 3	Cost of capital at 50%	196	
Row 4	Depreciation (based on 10,000 miles per year)	2,615	
Row 5	Breakdown cover	50	
Row 6	Total annual cost of standing charges	3,537	35.37
	Running costs		
Row 7	Fuel rate		14.16
Row 8	Tyres		2.00
Row 9	Service labour costs		2.19
Row 10	Replacement parts		2.39
Row 11	Total of running costs		20.74
Row 12	Total of standing charges and running costs up to 3,500 miles per year		56.11 (56 pence rounded; i.e. to obtain the whole pence values in Table 8 in Section 17, 0.5 pence and above is rounded up. Lower

			figures are rounded down)
Row 13	After 3,500 miles per year		20.74 (21 pence rounded; see note above).

8. There are two types of motoring costs:

- standing charges: the costs of keeping a vehicle on the road including depreciation, tax, insurance, breakdown cover and the loss of interest on capital (money) which may otherwise be invested if it had not been spent on the vehicle; and
- running costs: fuel, tyres, servicing and repair costs, parking and tolls.

9. The figures in the AA guides are:

- based on how much it is likely to cost the average private car user to run a petrol or diesel powered car;
- based on the purchase price of a new car, which is replaced after 5 years;
- based on an analysis of the running costs of the 60 top selling models in the UK car market.

Motor cycles

10. The NHS Staff Council has agreed that the standard rate of reimbursement for motor cycle users in Table 7 will be 50 per cent of the unrounded rate for car users in row 12 in Table 17. This rate will apply to all eligible miles travelled (see paragraph 17.15 and Table 8). Paragraphs 12 to 15 explain how rates will be reviewed.

Reserve rate

11. The NHS Staff Council has agreed that the reserve rate in column 4 of Table 7 will be 50 per cent of the unrounded value of the standard rate for car users in row 12 in Table 17. This rate will apply to all eligible miles travelled (see paragraph 17.15 and Table 8). Paragraphs 12 to 15 explain how rates will be reviewed.

Review

12. The NHS Staff Council will review the standard rate in Column 2 in Table 7 twice each year. The first review will take place soon after the new AA guides to motoring costs are published, normally in April or May.
Each item of cost in Table 17 will be updated using the appropriate new values in the latest AA guides. The new unrounded value in row 12 in Table 17 will be compared with the unrounded value in the same row at the time of the last change in the standard rate of reimbursement (Column 2 in Table 7 in Section 17). If the difference between these two values is 5 per cent or greater, up or down, the standard rate of reimbursement will change in line with the new value in row 12 in Table 17. Rounding, as described in row 12 in Table 17, to obtain the new whole number values for Table 7, will be the last procedure to be performed. If a change in the standard rate of reimbursement is produced by this procedure the rate for motor-cyclists in Column 4 in Table 7 in Section 17 and the reserve rate will also be reviewed, in line with the provisions in Section 17.
13. If there is a change in the standard rate of reimbursement (Column 2 in Table 7) the rate in column 3, for mileage over 3,500 miles per year, will be adjusted in line with the new value in row 13 in Table 17 and the provisions in Section 17. Rounding, as described in row 12 in Table 17, to obtain the new whole number values for Table 7, will be the last procedure to be performed.
14. A second review of the rate in Column 2 in Table 7 will take place in November each year. This check will look at the average fuel price in the twelve month period ending in October. The value of the entry in row 7 in Table 17 will be updated using information published by the AA on the average price of fuel in the twelve month period ending in October. The new unrounded value in row 12 in Table 17 will be compared with the unrounded value in row 12 at the time of the last change in the standard rate of reimbursement (Column 2, in Table 7, in Section 17). If the difference between these two values is 5 per cent or greater, up or down, the standard rate of reimbursement will change in line with the new value in row 12 in Table 17. If a change in the standard rate of reimbursement is produced by this procedure the rate for motor-cyclists in Column 4 in Table 7 and the reserve rate in Column 4 will also be reviewed, in line with the provisions in Section 17. Rounding, as described in row 12 in Table 17, to

obtain the new whole number values for Table 7, will be the last procedure to be performed.

15. If there is a change in the standard rate of reimbursement (Column 2 in Table 7) as a result of this second review, the rate in column 3 for mileage over 3,500 miles per year will be reviewed in line with the provisions in Section 17. Rounding, in line with the note in row 12 in Table 17, will be the last procedure to be performed.

Annex 13 - Lease vehicle policies

Lease vehicle policies

1. **This annex is effective from 1 July 2013.** In the NHS the default position is that employees use their own vehicles for travel in the performance of their duties, except where the employer has made specific alternative provision. This Annex refers to vehicles provided to employees under a lease agreement, allowing them to use the vehicle for both NHS business and private purposes. Also, it refers to vehicles leased or owned by the employer and made available to employees for NHS business use only.

2. The details of written lease vehicle policies, will be for local partnerships to design and agree.

3. The possibility of using a lease vehicle should be considered whenever it is expected that the business miles travelled in a year will exceed 3,500 miles 1.

4. These schemes should take into account the following principles:

- lease vehicle schemes are voluntary;
- are offered to eligible employees;
- employees bear the full cost of their private use of the vehicle;
- schemes should provide for lease cars to be accepted on the basis of business only use or a combination of business and private use.Where cars are accepted for business use only these cars should be classed as “pool” cars;
- the employer will be responsible for any excess insurance charges incurred during business use of the vehicle;
- the tax implications of using a lease vehicle must be explained to the employee before the arrangements start;“eligible miles” as set out in paragraph 17.15 and Table 8;
- reasonable recognition of the individual circumstances of the employee.

5. Whenever lease vehicle schemes are operated the vehicles chosen will be consistent with the:

- proper use of public money;
- needs of NHS business;

- recommended safety standards, and
- policies in each of the UK countries relating to the prudent use

of scarce natural resources, including carbon reduction strategies and safeguarding the environment. All of these policies are often described as coming within the “green agenda”.

6. If an employee chooses a vehicle which is not on the employer’s list of vehicles approved for this purpose any extra costs, over and above those incurred by employees using approved vehicles, will be paid for by the employee.

7. The arrangements for reimbursing the employee the costs of using the vehicle on NHS business must be made clear to the employee. When the employee is reimbursed fuel costs at a rate per mile travelled on official business the rate per mile must be reviewed regularly to ensure that it takes account of fluctuations in fuel prices.

8. HMRC publishes “advisory fuel rates” for “company cars” which it reviews regularly. Employers which set rates of reimbursement of fuel costs for employees using vehicles under “lease vehicle” arrangements, by reference to the HMRC “advisory rates,” should ensure that they refer regularly to HMRC “advisory fuel rates.” Full details of “advisory fuel rates” and the taxation of travelling expenses are on the HMRC web site at www.hmrc.gov.uk.

9. Local policies should set out details of early termination costs and the circumstances in which these would apply. Whenever it is possible, the employer and employee should explore opportunities for the employer to keep the vehicle and avoid the costs associated with the premature termination of the lease agreement. An example of circumstances when this may be appropriate is when an employee with a lease vehicle transfers to a job with another NHS employer in which there is a continuing need for significant official travel.

Hire vehicles

11. Local partnerships should agree the circumstances in which hire facilities are to be used and the arrangements for reimbursing employees the costs they incur.

12. The use of pooled, hire and lease vehicles and the reimbursement

of associated costs, will be in line with rigorous principles of effective and prudent use of public money, the NHS Carbon Reduction Strategy in England and its equivalents in the other UK countries.

NHS Carbon reduction strategies

13. The NHS carbon reduction strategies set out how and why the NHS can and should make an important contribution to the ambition of making us its “carbon footprint” by 10%, by 2015.

14. The strategies place important responsibilities on NHS organisations. Two of these are that:

- all organisations should have a board approved travel plan as part of their sustainable development board management plan, and that
- mechanisms to routinely and systematically review the need for employees, patients and visitors to travel, need to be established in all NHS organisations.

15. The Sustainable Development Unit (SDU) is keen that organisations should make use, whenever it is possible and practicable, of low carbon lease vehicles in line with relevant legislation.

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

Pay circular (AfC) 2/2014: amendment number 31

Annex 14 - Subsistence allowances

Schedule of recommended allowances

Night allowances: first 30 nights	Actual receipted cost of bed and breakfast up to a maximum of £55 (subject to the provisions of paragraph 18.3 if this is exceeded for genuine business reasons).
Meals allowance	Per 24 hour period: £20.00
Night allowances in non-commercial accommodation	Per 24 hour period: £25.00
Night allowances: after first 30 nights	Maximum amount payable: £35.00
Day meals subsistence allowances	Lunch allowance (more than five hours away from base, including the lunchtime period between 12:00 pm to 2:00 pm) £5.00 Evening meal allowance (more than ten hours away from base and return after 7:00 pm) £15.00
Incidental expenses allowance (this allowance is subject to a tax liability)	Per 24 hour period: £4.20
Late night duties allowance (this allowance is subject to a tax liability)	Per 24 hour period: £3.25

Pay circular (AfC) 4/2014: amendment number 33

Annex 15 - Unallocated

Annex 16 - Coverage of NHS Pay Review Body (NHSPRB)

Coverage of PRB

The NHSPRB's recommendations currently apply to all staff employed in the NHS on the pay spine and pay bands in Annexes 2 and 3, with the exception of doctors, dentists and very senior managers. (See Appendix A in the twenty third report of the Review Body www.ome.uk.com).

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

Annex 17 - Classification of leads and allowances listed by staff group

Leads and allowances which relate to job weight as valued in the Job Evaluation Scheme:

Maintenance staff

Work in exceptional conditions

Care of patients allowance

Working with psychiatric patients allowance

Use of special equipment allowance

Smallpox and typhus

Ambulance staff

Extended trained staff – paramedic allowances

Ambulance officers and control room assistants

Extended trained staff – paramedic allowances

Ancillary staff

Care of patients allowance

Foul linen payments

Qualification allowances

Instructional pay

Local flexibility additions e.g. slaughtering, post mortem fees, boiler scaling and

flue cleaning and stoving

Administrative and clerical staff

ADP allowances

Proficiency allowances

Pricers' allowance (PPA staff only)

Computer assisted pricing allowance (PPA staff only)

Authorising clerks allowance (Dental Practice Board only)

Implementation annexes

Nursing and PAMs staff

Treatment of sexually transmitted diseases (nurses)

Nursing of patients with infectious communicable diseases (nurses)

Student training allowance (PAMs)
Radiation protection supervisors' allowance (PAMs)
Designated district physiotherapists (PAMs)
Responsibility allowance for teacher principals in NHS schools of chiropody (PAMs)
Blood transfusion team leaders' allowance (nurses)
Geriatric lead (nurses)
Psychiatric lead (nurses)

Allowances which relate to unsocial and flexible working patterns

Maintenance staff

On-call
Re-call to work
Rotary shifts
Alternating shifts
Night duty allowance

Ambulance Staff

Stand-by
Re-call to work

Ambulance officers and control room assistants

Stand-by (ambulance officers only)
Re-call to work
Rotary shifts (control assistants only)
Alternating shifts (control assistants only)
Night duty allowance (control assistants only)
Weekend working (control assistants only)
Unsocial hours (ambulance officers only)

Ancillary staff

On-call
Re-call to work
Rotary shifts
Alternating shifts
Night duty allowance

Administrative and clerical staff

On-call
Stand-by

Shift payment
Night duty allowance

Nursing and PAMs staff
On-call
Stand-by
Special duty payments
Sleeping in allowance (nurses)
PTB and S&P staff
On-call (PTB)
Emergency duty commitments allowance (pharmacists)
S&P unsocial hours payments (locally determined)
Leads and allowances which relate to recruitment and retention premia are:
Chaplains' accommodation allowance
Special hospital lead
Regional secure unit lead

Annex 18 - Withdrawal of nationally agreed recruitment and retention premia and transitional arrangements

Withdrawal of nationally agreed recruitment and retention premia

1. In the transitional period following the introduction of Agenda for Change, a list of jobs was agreed for which there was prima facie evidence from both the work on the job evaluation scheme and consultation with management and staff representatives, that a premium was necessary to ensure the position of the NHS was maintained during the transitional period. The jobs concerned are listed in Table 18.

Table 18

Type of post
Chaplains
Clinical coding officers
Cytology screeners
Dental nurses, technicians, therapists and hygienists
Estates officers/works officers
Financial accountants
Invoice clerks
Biomedical scientists
Payroll team leaders
Pharmacists
Qualified maintenance craftspersons

Qualified maintenance technicians
Qualified medical technical officers
Qualified midwives (new entrant)
Qualified perfusionists

2. For staff requiring full electrical, plumbing or mechanical crafts qualifications, a single level of premium was specified (£3,277 as at 1 April 2010).
3. For chaplains, the premium was set locally at a level not less than the level of any accommodation allowance already in payment.
4. The Hartley Employment Tribunal determined that the NRRP in payment to maintenance craft workers was justified until 31 March 2011, but must cease after that date unless a review demonstrated continuing justification. The Tribunal also determined that any transitional protection would need to be justified.
5. The NHS Staff Council commissioned the Institute for Employment Studies (IES) to undertake an independent review of all the NRRP. The review recommended that all NRRP, including those paid to maintenance Implementation annexes Annex R: Withdrawal of National RRPs craft workers and chaplains, should cease after 31 March 2011 or be converted to a local RRP, where appropriate.

Transitional arrangements

6. All NRRP should cease for new starters from 1 April 2011or be replaced by a local RRP, where it is considered to be appropriate. NRRP currently in payment should be protected for a transitional period of two years as follows:

- Year one: 100% - 100% of payment at current value;
- Year two: 50% - 50% of the payment at current value.

On 1 April 2013 all payments will cease, subject to the outcome of a Staff Council review demonstrating evidence to support continuation of a NRRP.

Pay circular (AfC) 3/2013: amendment number 29

Annex 19 - Local appeals procedures

Local appeals procedures (England)

Model local appeals procedures

1. All employers should agree procedures with their local staff representatives for dealing with differences over the local application of the national agreement, to their individual pay and terms and conditions of service, including:

- the application of the system of unsocial hours payments
- the use of local recruitment and retention premia
- where applicable, the use of the NHS Knowledge and Skills Framework and development reviews
- the provision of support for training/development.

2. The procedure should provide that an employee who wishes to appeal must first attempt to resolve the issues of concern informally before recourse to these procedures. Therefore, as a first step, the problem should be discussed between the employee and management and, if wanted by the employee, a union representative.

3. If, during the informal stage, it is agreed after having considered the issues that the matter can be resolved without recourse to the appeal procedure, then they should confirm the agreement in writing. This agreement may include a recommendation that the case should be linked with a number of similar cases and dealt with by local review, rather than by individual appeal.

4. The informal review should establish in particular whether:

- the issue of concern is not based on incorrect information
- the issue of concern is not based solely on opposition to the clear terms of the agreement
- the issue of concern has already been determined (or is already under consideration) either by the NHS Staff Council, or on local review or in a preceding appeal in similar circumstances

- reasonable attempts have been made to first resolve the issue

without recourse to an appeal.
5. Appeals may not be lodged more than six months after the employee was notified or could otherwise have reasonably been expected to be aware of the decision giving rise to the appeal.
6. Where an appeal proceeds it should commence with a statement in writing from the appellant. The appeal should then be heard using the locally agreed procedure. Organisations can use already established grievance procedures or develop a new system if deemed necessary.

7. The decision of the local appeal procedure is final and there will be no further levels of appeal. The local appeal panel or equivalent body may, however, consult the NHS Staff Council on the interpretation of this agreement before reaching a decision, and should do so where an issue of interpretation is material to the case and has not already been clarified by the council.
8. The decision of a local appeals procedure does not establish any precedents beyond the organisation concerned.

Job evaluations
9. There are separate protocols for locally resolving any disagreements that arise from the procedure for matching jobs against national job evaluation profiles, or from local job evaluations.
10. These protocols include provision for referring the matching decision or local evaluation to a second panel. There is no right of further appeal beyond the second panel.
11. These protocols are set out in the following sections of the Job Evaluation Handbook:

- Job matching procedure against national job evaluation profiles
- National protocol for local job evaluations.

Amendment number 39: NHS TCS Advisory Notice 01/2018

Local appeals procedures (Scotland, Wales and Northern Ireland)

Model local appeals procedures

1. All employers should agree procedures with their local staff representatives for dealing with differences over the local application of the national agreement, to their individual pay and terms and conditions of service, including:

(i) the application of the system of unsocial hours payments

(ii) the use of local recruitment and retention premia

(iii) the use of the NHS Knowledge and Skills Framework (KSF) and development reviews

(iv) the provision of support for training/development

(v) the progression of staff through pay band gateways.

2. The procedure should provide that an employee who wishes to appeal must first attempt to resolve the issues of concern informally before recourse to these procedures. Therefore, as a first step, the problem should be discussed between the employee and management and, if wanted by the employee, a union representative.

3. If, during the informal stage, it is agreed after having considered the issues that the matter can be resolved without recourse to the appeal procedure, then they should confirm the agreement in writing. This agreement may include a recommendation that the case should be linked with a number of similar cases and dealt with by local review, rather than by individual appeal.

4. The informal review should establish in particular whether:

(i) the issue of concern is not based on incorrect information

(ii) the issue of concern is not based solely on opposition to the clear terms of the agreement

(iii) the issue of concern has already been determined (or is already under consideration) either by the NHS Staff Council, or on local review or in a preceding appeal in similar circumstances

(iv) reasonable attempts have been made to first resolve the issue without recourse to an appeal.

5. Appeals may not be lodged more than six months after the employee was notified or could otherwise have reasonably been expected to be

aware of the decision giving rise to the appeal.
6. Where an appeal proceeds it should commence with a statement in writing from the appellant. The appeal should then be heard using the Implementation annexes Annex S: Local appeals procedures locally agreed procedure. Organisations can use already established grievance procedures or develop a new system if deemed necessary.
7. The decision of the local appeal procedure is final and there will be no further levels of appeal. The local appeal panel or equivalent body may, however, consult the NHS Staff Council on the interpretation of this agreement before reaching a decision, and should do so where an issue of interpretation is material to the case and has not already been clarified by the council.
8. The decision of a local appeals procedure does not establish any precedents beyond the organisation concerned.

Job evaluations

9. There are separate protocols for locally resolving any disagreements that arise from the procedure for matching jobs against national job evaluation profiles, or from local job evaluations.
10. These protocols include provision for referring the matching decision or local evaluation to a second panel. There is no right of further appeal beyond the second panel.
11. These protocols are set out in the following sections of the job evaluation handbook:
(i) job matching procedure against national job evaluation profiles
(ii) national protocol for local job evaluations.
Pay circular (AfC) 2/2013: amendment number 28

Annex 20 - Development of professional roles

Development of professional roles

1. The NHS Job Evaluation Scheme recognises that healthcare roles that require as a base level, graduate qualification, evaluate sufficient to justify a different pay band to other entry level roles. This means it is very likely the role will be placed on pay band 5. Thereafter, most roles will require a period of time in pay band 5, enabling professional development/proficiency.

2. It is the case, thereafter, that for certain roles there is some divergence, as different professions follow different career pathways and this is ever evolving due to professional advancements, demands on the service and different organisational structures in place to deliver healthcare.

3. There are roles (including in, but not limited to, midwifery, nursing and allied health professions) that tend to move quickly to demand a certain level of autonomous decision making and a degree of risk, in the overall delivery of care, that exceeds that normally associated with roles allocated to pay band 5. Typically, these roles operate with limited influence or control from other professional groups. Where supervision operates, it is generally management supervision and does not normally impinge upon clinical practice.

4. In such circumstances roles should be reviewed no earlier than one year and no later than two years from the date of qualification, using the NHS Job Evaluation Scheme. If the evaluation demonstrates the role is of sufficient size to move to the next pay band (pay band 6) this should be affected without the need for application for a post at a higher level. There is no facility for this provision to operate in any other part of the pay structure. (See the question and answer guidance in Annex 28 (England and Wales) or Annex 28 (Scotland and Northern Ireland).

Annex 21 - Arrangements for pay and banding of trainees (England, Wales and Northern Ireland)

Arrangements for pay and banding of trainees (England, Wales and Northern Ireland)

1. The NHS has a wide range of people described as trainees, working and studying within its services. The arrangements set out below describe how those trainees employed by the NHS should be dealt with.

2. Trainees fall into three broad categories:

(i) trainees studying and/or working in the NHS, who are already in possession of qualifications at a high level. Such staff are often studying for a higher level qualification and undertaking a role that can be assessed using the NHS Job Evaluation Scheme. An example of this category is a trainee psychologist;

(ii) trainees who are undertaking a short period of learning on the job, usually less than 12 months. Typically, these staff enter whilst undertaking the role. This type of trainee can also be evaluated using the NHS Job Evaluation Scheme. If profiles for this role exist, the lowest banded profile will be appropriate. During the period of traineeship the post holder should not move through the KSF foundation gateway when this is in use in an organisation. An example of this type of trainee is a trainee secretary;

(iii) trainees who enter the NHS and undertake all their training whilst an employee. Typically, these staff develop their knowledge and skills significantly during a period of time measured in years. Given the significant change in knowledge and skills during the training period the use of job evaluation is not appropriate. Pay should be determined as a percentage of the pay for qualified staff. (See the question and answer guidance in Annex 28 (England and Wales) or Annex 28 (Northern Ireland).

3. For trainees covered by paragraph 2(iii), where periods of training last for between one and four years, pay will be adjusted as follows:

(i) up to 12 months prior to completion of training: 75 per cent of the pay band maximum of the fully qualified rate;
(ii) more than one but less than two years prior to completion of training: 70 per cent of the pay band maximum of the qualified rate;
(iii) more than two but less than three years prior to completion of training: 65 per cent of the pay band maximum for the qualified rate;
(iv) more than three years from completion of training: 60 per cent of the pay band maximum for the qualified rate.
4. Starting pay for any trainee must be no less than the rate of the main (adult) rate of the National Minimum Wage. Where the calculation above results in the National Minimum Wage being payable for year two and beyond, an addition to pay should be made on top of the minimum wage. The addition should be equal to the cash value of the difference between the percentages of maximum pay in the year of payment and the previous year. For example, the supplement in payment in year two would be the value of 65 per cent of pay band maximum minus 60 per cent of maximum pay for the band.
5. On assimilation to the pay band following completion of training, the trainee should enter either on the first pay point of the appropriate pay band or the next pay point above their training salary.

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

Annex 21: Arrangements for pay and banding of trainees (Scotland)
1. The NHS has a wide range of people described as trainees, working and studying within its services. The arrangements set out below describe how those trainees employed by the NHS should be
supported. These provisions deal with individuals who join the NHS as a "new entrant", as well as the position of existing employees who take up a trainee role.
2. The application of Annex 21 to any role within a Board must be agreed and
monitored in partnership and a local process should be implemented to ensure that this is in place. In circumstances where a local partnership is unable to reach agreement, the existing STAC referral process could be utilised.

3. It is recognised that when someone commences in a new role a period of
training and development within that role is inevitable and necessary. Annex 21 must not be used in situations where an individual is commencing within a standard Job Evaluated role, with the normal arrangements for training and development that would be required within that role. It must only be used where it is agreed in partnership that the post meets the criterion contained within 4 (i) or (ii), below, and in circumstances where 'formal' training* is required.

4.

Trainees fall into two broad categories:

(i) Trainees studying and/or working in the NHS, who are already in possession of qualifications at a high level. Such staff are often studying for a higher level qualification and undertaking a role that can be assessed using the NHS Job Evaluation Scheme.

(ii) Trainees who enter the NHS and undertake all their training whilst an employee. Typically, these staff develop their knowledge and skills significantly during a period of time measured in years. Given the significant change in knowledge and skills during the training period, the use of job evaluation is not appropriate. Pay should be determined as a percentage of the pay for qualified staff as set out in paragraph 6.

5.

It is not possible to provide a prescriptive list of posts/roles to which Annex 21 should be applied, as there has to be the ability to adopt different approaches within Boards, dependent upon local workforce challenges and any other relevant factors. It is therefore important that the partnership arrangements described in paragraph 2
above are in place to ensure that any decisions made in terms of application are done on a partnership basis. However, the kinds of roles covered would include:

(i) Trainee Psychologist.

(ii) Trainee Paramedic, Trainee Advanced Paramedic, Trainee Ambulance Technician (Higher Level), Trainee Biomedical Science Roles, Trainee Pharmacy Technicians.

**Formal or accredited training generally means organised teaching or learning and can be delivered through classroom-based teaching, online learning, a study programme, structured on the job learning or equivalent. Some kind of assessment will generally be required.*

Annex 22 - Scotland's partnership information network policies

Partnership information network (PIN) policies

There are currently 16 PIN policies:

1. Embracing equality, diversity and human rights in NHS Scotland
2. Dealing with employee grievances in NHS Scotland
3. Equal opportunities policies
4. Facilities arrangements for trade unions and professional organisations
5. Gender based violence
6. Implementing and reviewing whistleblowing arrangements in NHS Scotland
7. Management of employee capability
8. Management of employee conduct
9. Managing health at work
10. Personal development planning and review
11. Preventing and dealing with bullying and harassment in NHS Scotland
12. Redeployment
13. Safer pre and post employment checks
14. Secondment
15. Supporting the work-life balance
16. Use of fixed-term contracts within NHS Scotland

The existing PIN policies are being reviewed to ensure they are legislatively up to date and reflective of best practice. For further information, check Scotland's Staff Governance website.

Pay circular (AfC) 4/2014: amendment number 33

Annex 23 - Pay progression

Pay progression (England)

Introduction

1. The 2018 framework agreement on the reform of Agenda for Change introduced provisions to move to a new pay system with faster progression to the top of pay bands through fewer pay step points. This annex describes the agreed pay progression framework which underpins the pay structure and requires a manager/staff submission process to be followed for pay step points to be achieved.

2. This pay progression framework will be underpinned by local appraisal policies that deliver the mandatory annual appraisal process. It is intended to ensure that within each pay band staff have the appropriate knowledge and skills they need to carry out their roles and so make the greatest possible contribution to patient care. Local appraisal policies will be agreed in partnership with trade unions and may cover issues such as development opportunities and organisational values and behaviours (see also paragraph 54).

3. The expectation is that all staff will meet the required standards (see paragraph 19) and therefore be able to progress on their pay step date. Appraisal processes should involve regular conversations between staff and their line managers to ensure that required standards are understood, and additional support identified in good time.

Timetable for transition to the new pay progression arrangements

4. The provisions in this annex will apply to all staff commencing NHS employment or promoted on or after 1 April 2019. Promotion means moving to a higher banded role.

5. For all other staff who were in post before 1 April 2019, current organisational pay progression procedures will continue to apply until 31

March 2021 after which time they too will be subject to the provisions in this annex.
6. After 1 April 2021, pay step submissions for all staff will only take place after two, three or five years depending on pay band. Appraisals will continue to take place annually.
7. From 1 April 2021 all pay bands will have either one or two step points with specified minimum periods before staff become eligible to progress. An employee's pay step point is set in relation to their start date in that pay band. The exception to this is the re-banding of paramedics to the band 6 job profile in ambulance trusts in England who retain their personal pay step date. It is expected that staff who meet the required standards at their pay step date will progress to their next pay step point.

Arrangements for staff in post prior to 1 April 2019

8. During the three-year transition period ending on 31 March 2021, current organisational pay progression procedures will continue to apply, unless the employee is promoted to a new post. These staff, unless they have received a promotion, will continue to receive incremental progression according to the transitional arrangements and follow the individual pay journeys described in the framework agreement on the reform of Agenda for Change (June 2018). During transition, pay points are removed from the pay structure in April 2018, April 2019, and April 2020. Staff already on a pay point at the time it is to be removed will immediately move to the next available point, even where this does not coincide with their existing incremental date. These staff will not receive a further increase on their incremental date, because they will have received their pay increase early.
9. Staff will retain their existing incremental date throughout transition. On their incremental date, (if they have not already benefited from deletion of a pay point) it is expected that all staff will move to the next pay point reflecting their additional complete year of experience. Pay progression during transition will continue to be subject to any existing locally-agreed arrangements for managing pay progression which may have been implemented locally in accordance with the Staff Council's 31 March 2013 pay progression agreement.

Pay step dates

10. The pay step date is the anniversary of the date the individual commenced employment in their current band.
11. It is expected that staff new to the NHS will be appointed to the bottom of the relevant pay band.
12. Where staff move to a job in a higher pay band, their pay step date will become the anniversary of the date they commenced in that new band. The exception to this is professional roles covered by annex 20 who will retain their original pay step date.
13. Where a post is re-banded to a higher band as a result of a changed job evaluation outcome (see provisions of the Job Evaluation Handbook), the pay step date will become the anniversary of the agreed date that the new job description is deemed to have taken effect.
14. In all other cases including changing jobs within the same band, and moving to a lower band as part of an organisational change process, pay step dates will remain unchanged.
15. The new pay bands describe the minimum length of service on a pay step point required before staff are eligible to move to the next pay step.
16. Continuous previous service with any NHS employer counts in respect of reckonable service for pay step eligibility (See section 12: Contractual continuity of service).
17. Employers will continue to have discretion to take into account service with employers outside the NHS for this purpose, where this is judged to be relevant (See section 12.2: Contractual continuity of service).
18. There should be clear responsibilities agreed for the appraisal review where an employee is on a secondment to a different role at the time of their pay step date to ensure that they are able to access their pay step point without any detriment.

Pay progression standards

19. Staff will progress to the next pay step point on their pay step date where the following can be demonstrated:
i. The appraisal process has been completed within the last 12 months and outcomes are in line with the organisation's standards.
ii. There is no formal capability process in place.

iii. There is no formal disciplinary sanction live on the staff member's record.
iv. Statutory and/or mandatory training has been completed.
v. For line managers only – appraisals have been competed for all their staff as required.
20. 'Capability process' in paragraph 19ii will be defined in the organisation's local policy and covers processes for dealing with lack of competence, including professional and clinical competence, and clear failure by an employee to achieve a satisfactory standard of work through lack of knowledge, ability or consistently poor performance. 'Process' means that there has been an outcome placing the employee in a formal stage of the process. Investigations, informal stages and processes for dealing with absence due to ill health are all excluded from this pay progression standard.
21. 'Disciplinary sanction' in paragraph 19iii refers to sanctions in relation to conduct only, and excludes warnings applied in relation to absence due to ill health. It refers to formal disciplinary sanctions such as formal warnings. It does not include investigations, informal warnings, counselling or other informal activities that may come within a disciplinary policy.
22. If a disciplinary sanction in place at the time of the pay step date is subsequently repealed, for example as a result of a successful appeal, the pay step will be backdated to the pay step date if all other standards have been met.
23. Where factors beyond the individual's control, such as organisational or operational issues, have prevented compliance with any of the requirements in paragraph 19 these should not prevent the employee from progressing. Managers should ensure that they take full account of such factors and staff should bring these to the attention of their line manager as soon as possible (not waiting until the pay step review) so that these can be addressed and remedied.
24. Appraisals should continue to take place as a minimum on an annual basis, regardless of whether it is a year which includes a pay step date.

Pay step submission process

25. The pay step submission process is as follows:

i. Line managers will receive notification before an individual's next pay step date and initiate a meeting to review whether the requirements for progression have been met. This meeting will draw on the most recent appraisal outcome and consider the standards in paragraph 19. It is not necessary to schedule appraisals to coincide with pay step dates.
ii. A locally determined simple form, template or checklist should be used to support this process, which should be signed by the line manager and the member of staff.
iii. This will then be used as the basis for confirmation of movement to the next pay step point.
26. Pay step points will be closed on the payroll system. Once the pay step review has been successfully completed the line manager must take the necessary action to open the pay step point.
27. Line managers must ensure that the pay step submission process is completed in a timely fashion to ensure that pay step points can be implemented in time for the staff member's pay step date. This must take account of local payroll timescales.
28. Although staff must have successfully completed their last appraisal to move to their next pay step point, the date the appraisal takes place does not have to be linked to their pay step date.
29. If the last appraisal outcome was not satisfactory but remedial actions have been successfully completed by the time of the pay step date the staff member will be able to progress without delay if they meet the other standards.

Decisions to delay a pay step

30. It is expected that staff will achieve the required standards at the point of their pay step date. It is also expected that staff and their line manager should have regular discussions about any problems in reaching the required standards before the pay step date. This will allow time for issues to be raised and possible solutions found to enable the pay step point to be opened on time.
31. In situations where standards have not been met as per paragraph 19, and there are no mitigating factors sufficient to justify this, it is expected that an individual's pay step will be delayed, subject to arrangements outlined in paragraphs 32-38.

32. The line manager must use the pay step review meeting process in paragraph 25 to discuss the standards that have not been met and review previous discussions about these, consider any mitigating factors, and record their decision.
33. The line manager should advise the member of staff of their right to contest any decision using the locally agreed procedure where the required level of performance is deemed not to have been met in line with the local policy (see paragraph 53viii). If this is upheld, the pay step should be applied backdated to the pay step date.
34. The line manager should also discuss and agree a plan with the staff member for any remedial action needed to ensure that the required standards for pay progression are met, including a timescale, and how any training and support needs will be met.
35. The staff member must take all necessary steps to meet the requirements as soon as possible and the line manager must provide the necessary support.
36. A further pay step review meeting should be arranged at an agreed date to review progress and, where satisfactory, initiate the opening of the pay step. The effective date for progressing to the next pay step should be the earliest date that the relevant requirements are shown to have been met. The pay step date for future years will remain unchanged.
37. Where a pay step is delayed due to a live disciplinary sanction, or a formal capability process, the line manager should initiate a pay step review meeting before the expiry of the sanction or capability plan. This should be used to confirm that all other requirements have been met and to ensure that the staff member progresses to the next pay step, effective the day after the sanction expires. The pay step date will remain unchanged.
38. A disciplinary sanction cannot be applied retrospectively to delay a pay step if it comes into effect after the pay step date.

Re-earnable process for bands 8c, 8d and 9

39. The principles and standards for pay progression and then re-earnable pay for staff in bands 8c, 8d and 9 are the same as the principles and standards for all other staff.

40. Once they have reached the top of their band, the expectation is that all staff will meet the required standards and will re-earn the relevant element of pay annually. The first point at which the re-earnable element becomes relevant is 12 months after employees have passed through their pay step point to reach the top of the band.
41. In the year after an employee has reached the top of bands 8c, 8d or 9, 5 per cent or 10 per cent of basic salary will become re-earnable. Where the standards in 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 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.
42. The standards that apply to staff in these bands are defined in paragraph 19-24. Employers will put in place robust monitoring arrangements for the use of annually re-earned pay in line with the expectations set out in paragraph 50-52.
43. Staff on the top two points of these bands on 31 March 2013 have reserved rights to the relevant point. This reserved right will be retained on a marked time basis. At the end of 2020/21, 5 per cent of pay will become annually earned and then, when annual increases to the top of the band add a further 5 per cent, annually earned pay will apply to 10 per cent of basic pay.

Absent from work when pay step is due

44. If a staff member is absent from work for reasons such as sickness or parental leave when a pay step is due, the principle of equal and fair treatment should be followed so that no detriment is suffered as a result.
45. In the case of planned long-term paid absence such as maternity, adoption and shared parental leave the pay step review can be conducted early if this is reasonable and practical, allowing the pay step to be applied on their pay step date in their absence.
46. If an individual is on long-term paid absence such as maternity, adoption and shared parental leave and a pay step review cannot be

conducted prior to the pay step date, the pay step point should be automatically applied in the individual's absence, subject to paragraph 44.
47. If there was a live disciplinary sanction in place at the point the individual went on leave, the pay step point should be applied in their absence if appropriate, effective the day after the sanction expires.
48. If there was an active formal capability process underway at the point they went on leave, the pay step point can be delayed. The improvement process should be resumed immediately upon their return. On satisfactory completion, the period of their absence should be set aside and the pay step point backdated to an agreed date as if they had completed the improvement process without being absent. Employers will need to take particular care to avoid any discrimination or detriment on the grounds of maternity, sex or disability that could arise in relation to staff on maternity/adoption/parental leave or sick leave.
49. Suspension from work on full pay is a neutral act. In order to ensure this is the case, employers should ensure that the pay step point is applied from the pay step review date where an individual is suspended on that date, provided they were meeting the standards in paragraph 19 at the point of suspension.

Monitoring and reporting

50. Data on pay step and re-earnable pay outcomes must be collected, audited, published and monitored locally in partnership with trade unions, including by protected characteristics and contract status, and in line with Staff Council guidance
51. Organisations should have a clear line of accountability for investigating and taking action on any evidence of disadvantage or discrimination in process and outcomes
52. Organisations must also collect and submit the required data necessary to support national monitoring of the pay progression system by and on behalf of the Staff Council.

Local appraisal policies

Principles

53. The following principles will inform the development of local appraisal policies:

i. policies will need to be consistent with the employer's local objectives and the NHS Constitution for England.

ii. organisations will budget and plan financially on the basis that all staff are expected to achieve their pay step points on their pay step dates.

iii. regular appraisal, performance and/or development reviews will continue to play a central role in determining whether an individual has met the standards required of them for pay progression.

iv. local policies will be developed, monitored and reviewed in partnership with trade unions and include a comprehensive training and development policy covering all staff.

v. every line manager undertaking appraisal will have access to appropriate time, training and development including training on their equality responsibilities.

vi. staff will actively participate in appraisal processes and receive time and support to do so.

vii. performance will need to be monitored throughout the year so that problems are identified and addressed appropriately as soon as possible

viii. individuals will have the right to contest any decision where the required level of performance is deemed not to have been met.

ix. local systems will be equality assessed before implementation, and equality monitored once in operation.

Checklist

54. The following is a checklist for local appraisal schemes

1. Focus on organisational values and objectives, for example those linked to patient care.
2. Identify relevant competency frameworks such as the KSF and ensure staff and managers understand how they operate.
3. Have clear processes to document objectives and personal development plans.
4. Provide guidance for how appraisals will be conducted in atypical situations such as staff on secondment, staff acting up, staff in split roles.
5. Ensure adequate provision for statutory and mandatory training and for access to continuing learning and development opportunities, including paid time and appropriate facilities.

6. Ensure effective systems for accurately flagging in advance when a pay step date is due.
7. Review and improve equality and diversity data held on staff to ensure that monitoring is based on comprehensive information.
8. Cross-check and review interaction with the organisation's disciplinary policy to ensure fairness and safeguard against inequity. Key factors to review:

- Are disciplinary sanctions disproportionately applied to groups with particular protected characteristics?
- Is there a process of checking dates before disciplinary sanctions are applied to understand and review whether they will have the effect of delaying a pay step point, and whether this would create inequity?
- Is sickness absence dealt with through a separate absence management process (unless a conduct issue is involved)?

9. Develop in partnership with trade unions a procedure which allows staff to contest decisions relating to their pay progression or re-earnable pay and includes clear timescales and processes.

Amendment number 40: NHS TCS Advisory Notice 01/2019

Pay progression (Wales)

Pay progression

1. Incremental pay progression for all pay points will be conditional upon individuals demonstrating that they have the requisite knowledge and skills/competencies for their role and that they have demonstrated the required level of performance and delivery (2).

This annex sets out the principles and criteria for determining local incremental progression policies (3).

Expectations around standards and performance, and how these will be measured, should be made clear.

Principles

2. The following principles will inform the development of local incremental progression policies:

(i) local appraisal, performance and development reviews will need to be consistent with the principles and values of NHS Wales (see paragraph 8, Principles and Partnership).

(ii) local performance and pay progression policies should be developed in partnership.

(iii) regular appraisal, performance and/or development reviews will continue to be the basis for determining whether an individual has met the standards required of them locally for pay progression, as set out in their local policies.

(iv) all those staff demonstrating and applying the required levels of performance and delivery consistently during the performance review period will benefit from incremental pay progression.

(v) in assessing an individual's performance, an organisation may consider not just whether the objectives have been achieved (or not) but also how they are achieved (4).

(vi) local systems must be consistent with the criteria set out in paragraphs 3 and 4.

(vii) progression into the annually earned pay points, the last two pay points in pay bands 8C, 8D and 9, will be available to all members of staff in these bands subject to the criteria set out in this annex.

(viii) individuals will have the right to seek a review of any decision where the required level of performance is deemed not to have been met (5).

(ix) local systems must be equality assessed before implementation.

(x) should apply equally to all staff covered by this agreement.

(xi) every line manager undertaking appraisal should have access to appropriate training and development in relation to undertaking appraisal and their equality responsibilities.

Criteria for local schemes

3. Organisations will need to operate an effective process for objective, evidence based performance appraisal, development and review, recognising team work wherever this is appropriate.

Individual performance will need to be monitored throughout the year so that under performance is identified by all concerned and addressed appropriately as soon as possible. Local schemes for pay progression will take account of the following:
(i) the KSF/other relevant competency frameworks will continue to be the basis for the annual systems of review and development for staff.
(ii) information on performance throughout the year will need to be taken into account in the performance appraisal and development review process, so that undue influence of experiences close to the review are avoided. Timely recognition of accomplishment (or feedback about poor performance) is more effective/motivational. Managers and staff will need to build a picture of performance during the course of the review period.
(iii) in assessing an individual's performance, line managers should be mindful of factors that have been outside the control of individual staff (7).
(iv) some organisations may wish to adopt team performance measures for some staff groups which could be linked to team indicators of quality of patient care. If this is part of the local solution those involved should consider whether these measures will need to be combined with individual performance assessment.
(v) local arrangements for determining pay progression, including through the last two annually earned incremental points in pay bands 8C, 8D and 9, will need to be jointly discussed, based on this guidance, and adequately communicated to all staff so that they fully understand the operation of the process and the role everyone plays in it.
4. In addition local schemes will need to:
(i) minimise the administrative burden on all staff
(ii) be as simple as possible and focused on organisational values and objectives linked to patient care.
(iii) be jointly monitored and reviewed regularly (8).
(iv) provide appropriate training and support for staff who fail to meet performance requirements.
5. The views of patients and colleagues may be used to inform performance reviews for example 360-degree tools and survey results may be helpful. Views of other managers and other staff can broaden, inform and validate line manager and staff experiences.
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).
7 See the question and answer guidance in Annex 28 (England and Wales).
8 See the question and answer guidance in Annex 28 (England and Wales).

Amendment number 43
TCS Advisory Notice (01/2021)

Note: For further guidance on pay on promotion, visit our TCS Resource hub

Annex 24 - Guidance on workforce reprofiling (England and Wales*1)

Guidance on workforce reprofiling

1. This annex is intended to support organisations undertaking workforce re-profiling by highlighting how the NHS Staff Council agreement can support organisational, service and workforce change, including the development of new roles. It provides advice on how the principles and processes of the NHS Job Evaluation (JE) Scheme can assist organisations in developing and implementing new ways of working and revised job principles locally and how local partnerships can benefit from the Staff Council agreement.

Core principles

2. Re-profiling is a means of examining the content of job roles within a team or a patient pathway to determine the most efficient distribution of bandings needed to deliver the required service. Re-profiling should be undertaken in line with the following principles:

(i) as a joint exercise between the managers and staff working in that function and with the involvement of their Trade Union representative(s);

(ii) all functions across the organisation should be subject to re-profiling on a regular basis to ensure that the potential efficiencies within a system are identified. Explicit and documented consideration may need to be given to Extended Scope Practitioner roles, non-medical Consultant roles, and New Ways of Working;

(iii) the process and time frame for undertaking re-profiling (either across the whole workforce or within particular functions) should normally be agreed with staff and their representative(s) from the beginning of the review process;

(iv) all roles within a function should be subject to re-profiling, not just those in the most populous pay bands and should also include staff outside groups covered by Agenda for Change;
(v) the re-profiling exercise should look first at the skills, tasks and responsibilities needed to carry out roles rather than the bands required;
(vi) it should not be assumed that re-profiling will automatically result in a lower distribution of bands, a re-profiling exercise may well confirm that the current distribution of tasks and roles is the most efficient possible to deliver a clinically safe service to the expected standards of quality;
(vii) the re-profiling exercise should be supported by and comply with the processes and guidance contained in the NHS Job Evaluation Scheme (or the appropriate system for staff outside Agenda for Change groups);
(viii) before the re-profiling starts, agreement should normally be sought with staff and their representatives about the principles for managing the transition to any new structure, in line with the principles in 3 (i) to 3 (ii) below;
(ix) where a workforce re-profiling exercise results in a member of staff being paid at a lower pay band, as established through job evaluation, then the member of staff should see a commensurate change in their role (or the work they undertake).

Practical implications

3. If a re-profiling exercise highlights that a different distribution of roles within a function could deliver a safe service to the expected standard of quality, the proposed new structure should be considered in light of the following:
(i) **Does the proposed re-distribution of roles pose any risk to good practice?** A risk assessment of the new structure should be undertaken at an early stage of the exercise. A check should be made of the relevant professional codes of conduct and ethics (including those for non-clinical job groups) in addition to agreed local policies or protocols, to ensure that removing a task and/or group of tasks from a role does not compromise good practice or pose risks to patient care. There is a requirement on Employers to identify the precise differences between the jobs and make an explicit statement of what will no longer be done or done differently under the new structure.

(ii) **What AfC Bands will the new roles be in?** Revised job documentation for all roles should be put through the established joint job matching/evaluation process consistent with the Job Evaluation Handbook.
(iii) **Has the proposed structure been subject to consultation with staff?** As well as being actively involved in the re-profiling exercise, staff should be made aware of the timing for, and encouraged to respond to, the relevant formal consultations on the proposed structure and new ways of working.
(iv) **Do the changes have any discriminatory impact?** The potential impact of the re-profiled structure on different groups of staff/patients/service users should be assessed using the agreed local procedure.
(v) **Are staff prepared for an expansion or diminution of their role and/or to undertake new roles with new competencies?** Plans should be put in place to ensure that staff undertaking new asks are fully trained before the commencement of their new duties.
(vi) **Is it obvious what each member of the team is responsible for and who is providing supervisory support?** Clear lines of accountability and governance should be identified within the function and any elements of risk clearly highlighted and appropriate action agreed. Registered staff have a duty to ensure that staff to whom they are delegating tasks are appropriately trained and can deliver the task to the expected standard.
4. Principle 2 (viii) above identifies that local partnerships should seek to agree a process for managing the transition to new structures. In cases where the re-profiling exercise identifies that fewer staff are needed at particular pay bands, local partnerships will need to apply the following principles:
(i) natural wastage should normally be the preferred means by which the number of posts are reduced;
(ii) if it is not anticipated that there will be natural wastage of a level sufficient to move to the new structure within the agreed time frame, agreement should be reached on plans to apply the relevant process for consultation on redundancy (see Section 16 (England) or Section 16 (Scotland, Wales and Northern Ireland) or, in cases where more staff are required to work at lower bands, to agree the process for redeployment to new roles.

5. Where staff move to a post at a lower level in the revised structure, the local organisational change policy or a local agreement will apply. In the absence of such a policy, local partnerships should seek to agree an appropriate period during which the higher rate of pay will be protected (see paragraph 19.1).

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

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

Annex 25 - Arrangements for general and public holidays over the Christmas and New Year holiday periods

Arrangements for general and public holidays over the Christmas and New Year holiday periods

Table 19

When 25 December falls on a Friday		
Friday 25December	The provisions for work on a public holiday apply	Except that any employee working on 25,26 and 28December will be entitled to two public holidays. Any employee working on all four of these days will be entitled to a maximum of two public holidays and one "Sunday".
Saturday 26 December	The provisions for work on a public holiday apply	
Sunday 27 December	The provisions for work on a Sunday apply	
Monday 28 December	The provisions for work on a public holiday apply	
Friday 1 January	The provisions for work on a public holiday apply	

Table 20

When 25 December falls on a Saturday		
Saturday 25 December	The provisions for work on a public holiday apply	Except that any employee working on 25, 27 and 28 December will be entitled to a maximum of two public holidays. Any employee working on 25, 26 and 27 December or on 26, 27 and 28 December or on all four of these days will be entitled to a maximum of two public holidays and one "Sunday".
Sunday 26 December	The provisions for work on a public holiday apply	
Monday 27 December	The provisions for work on a public holiday apply	
Tuesday 28 December	The provisions for work on a public holiday apply	
Saturday 1 January	The provisions for work on a public holiday apply	Except that an employee working on 1 and3 January will be entitled to a maximum of one public holiday. Any employee working on all three of these days will be entitled to one public holiday and one "Sunday".
Sunday 2 January	The provisions for work on a Sunday apply	
Monday 3 January	The provisions for work on a public holiday apply	

Table 21

When 25 December falls on a Sunday		
Saturday 24 December	The normal provisions for work on a Saturday apply	

Sunday 25 December	**The provisions for work on a public holiday apply**	**Any employee working on all three of these days will be entitled to a maximum of two public holiday and one "Sunday".**
Monday 26 December	**The provisions for work on a public holiday apply**	
Tuesday 27 December	**The provisions for work on a public holiday apply**	
Sunday 1 January	**The provisions for work on a public holiday apply**	**Except that any employee working on both of these days will be entitled to a maximum of one public holiday and one "Sunday".**
Monday 2 January	**The provisions for work on a public holiday apply**	

1. Staff will be entitled to the rate of pay which would normally apply to public holiday working.
2. Local partnerships are free to vary these provisions to meet local operational needs, so long as there are no more than three public holidays in the combined Christmas and New Year holiday period.

Pay circular (AfC) 3/2013: amendment number 29

Annex 26 - Managing sickness absences - developing local policies and procedures

Managing sickness absences - developing local policies and procedures

1. The management of ill health within the NHS is challenging, but provides opportunities to improve the overall health and wellbeing in the workplace, which will ultimately boost organisational productivity and support service improvements for patients.

2. The arrangements set out in this annex are intended to support employers and staff in the management of sickness absence and in managing the risk of premature and unnecessary ill health retirements. It is intended that employers will amend, in partnership with local staff sides, their local policies and procedures consistent with the provisions of this agreement.

3. This agreement details the responsibilities of both staff and employers in the management of ill health in the NHS.

4. This annex should be read in conjunction with:

- Section 14: Sickness Absence
- Section 30: General statement on Equality and Diversity
- Section 32: Dignity at Work
- Section 34: Flexible working arrangements

Local sickness absence procedures

5. Effective partnership working is crucial in achieving the effective management of sickness absences. Employers therefore, in partnership with local staff side representatives, should ensure that their local sickness absence procedure and working arrangements incorporate the minimum

standards set out below, to minimise the risk of premature and unnecessary ill health retirements. This will ensure that, where possible, staff are able to continue working despite experiencing periods of ill health or disability. ***The minimum standards are:***

Legal responsibilities; including mutual responsibilities of employers and staff to comply with health and safety requirements, reporting of injuries and dangerous occurrences (RIDDOR), disability discrimination and other relevant legislation.

Key employer responsibilities; employers are expected to:

- communicate appropriately with absent staff
- manage absences under the locally agreed sickness absence procedure
- provide support and advice through the use of occupational health services where appropriate
- develop reporting arrangements, recognising that high levels of sickness absence are a financial risk to the organisation
- have appropriate management systems in place to collect good quality data on sickness absence
- in partnership with Trade Union representatives, regularly monitor and review arrangements to identify where and how policies can be improved.

Key employee responsibilities; employees are expected to:

- ensure regular attendance at work
- communicate appropriately with their employer when absent from work
- co-operate fully in the use of the locally agreed sickness absence procedures.

6. Partnership arrangements should also ensure the regular monitoring and review of local policies and procedures is undertaken, to identify where and how policies can be improved.

Absence reporting

7. Local policies should define how and when staff notify their employer of their sickness absence.

8. Early notification that the absence is work related will enable

an employer to make a timely determination of future injury allowance entitlement, as defined in Section 22.

A structured review process

9. Regular reviews should be carried out to assess and monitor staff when they are off sick, and determine what action is needed at each stage.

Where a member of staff is unlikely to return to work this would culminate in a final review where a decision on the appropriate way forward is made i.e. return to substantive employment or redeployment or termination of contract. It is assumed that as part of this process, that reasonable adjustments have been considered. Medical evidence should be made available to support the review process and occupational health advice should be sought on the likelihood of:

- the prospects of a likely return to the previous employment with or without adjustments
- a phased return with or without a need for adjustments
- redeployment
- a successful ill health retirement application.

Early interventions

10. In order to avoid premature and unnecessary ill health retirements employers should also consider the following interventions as early as is practically possible and at the latest within one month of an employee going sick:

- rehabilitation – identifying appropriate ways of supporting staff to remain in work or return to work at the earliest opportunity, through intervention with appropriate treatment. This will mean providing staff with direct access through appropriate dedicated resources, such as physiotherapy and cognitive behavioural therapy
- phased return - enabling staff to work towards fulfilling all their duties and responsibilities within a defined and appropriate time period, through

interim flexible working arrangements, whilst receiving their normal pay

- redeployment - enabling the retention of staff unable to do their own job through ill health or injury as an alternative to ill health retirement or termination. Staff should be made aware of the provisions within the NHS Pension scheme to assist this process through “step down and wind down” arrangements
- sick pay entitlements – review and decision dates should be determined taking account of the individual's sick pay entitlements and there should be a review before their sick pay ends. Procedures should make reference to the injury allowance provisions as detailed in Section 22 and the amended NHS Injury Benefit Scheme regulations (2013);
- occupational health support – Occupational health services have a responsibility to provide advice and support to both the individual and the employer. Line managers should seek advice on long term sickness cases from their occupational health service as early as reasonably practical. Individuals may also self-refer for advice and support about the best way of seeking a return to work.

Termination

11. Where termination of the contract of employment on the grounds of incapacity is considered, all reasonable efforts should be made to obtain appropriate medical evidence via the occupational health service, including occupational health advice on the likely outcome of a successful ill health retirement application. Before a decision to terminate is made all other options should meaningfully be considered, including:

- rehabilitation;
- phased return;
- a return to work with or without adjustments;
- redeployment with or without adjustments.

12. Contractual notice must be given to a member of staff whose contract is being terminated on grounds of ill-health.

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

Annex 27 - Principles and best practice of partnership working

Principles and best practice of partnership working

1. To deliver partnership working successfully it is important to develop good formal and informal working relations that build trust and share responsibility, whilst respecting difference. To facilitate this, all parties commit to adopt the following principles in their dealings with each other:

- building trust and a mutual respect for each other's roles and responsibilities;
- openness, honesty and transparency in communications;
- top level commitment;
- a positive and constructive approach;
- commitment to work with and learn from each other;
- early discussion of emerging issues and maintaining dialogue on policy and priorities;
- commitment to ensuring high quality outcomes;
- where appropriate, confidentiality and agreed external positions;
- making the best use of resources;
- ensuring a "no surprise" culture.

Amendment number 43

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Annex 28 - Guidance on frequently asked questions

Guidance on frequently asked questions (FAQs) (England and Wales*1)

1. The Agenda for Change partners will make every effort to continue to support, encourage and promote a partnership approach to the operation of the pay system at local level.

2. The agreement to work in partnership to deliver an NHS pay system which supports NHS service modernisation and meets the reasonable aspirations of staff should, therefore, be replicated at local level.

3. This guidance has been jointly agreed in partnership by the NHS Staff Council Executive and is intended to help in situations where, locally, the joint partners have not so far been able to agree a suitable way forward. These answers reflect the final Agenda for Change agreement. They were previously published on the Agenda for Change website.

4. Questions relating to the NHS job evaluation scheme are in the NHS Job Evaluation Handbook.

Part 2: Section 1 (England and Wales): Pay Structure

Paragraph 6

Footnote number 3

Where a post holder's role has been determined (based on one contract of employment) and it includes specialist responsibilities – is it permissible for an employee to be paid at the specialist pay band on days when they do specialist duties and at a lower pay band when they do not?

No, the higher specialist pay band applies for all of their service. If you have any queries about specific circumstances, please contact the joint secretaries.

Paragraph 7

Footnote number 4

Which senior managers in England and Wales are covered by Agenda for Change?
The NHS Terms and Conditions of Service Handbook makes clear that there will be separate arrangements for senior managers working in the NHS. The Agenda for Change provisions will be available to all other managers.
Paragraph 7
Footnote number 5

Flexibility on senior posts - how would staff above 630 job evaluation points be moved from Agenda for Change?
Employers would need to do this in a way that is transparent and consistent with equal pay legislation, and in line with the Staff Council's guidance contained within the Job Evaluation Handbook.
Paragraph 9
Footnote number 6

Can incremental progression be withheld in organisations where there is no system in place for development review/appraisal?
No; appraisal/performance review arrangements would need to be in place.
Paragraph 9
Footnote number 6
What happens to preceptorship as a concept? Is it still in place?
Preceptorship remains in place but the provision for accelerated pay progression, two increments in year one, is removed.
Paragraph 9
Footnote number 6
What happens if I start a programme of preceptorship before 31 March 2013 (before 1 January 2015 in Wales) and this programme continues after 31 March 2013 after 1 January 2015 in Wales)?
The link between preceptorship and an additional incremental pay point, upon the successful completion of a preceptorship programme, is removed from amendment number 28 of the NHS terms and conditions of service handbook (from the 31 March 2013, 1 January 2015 in Wales). For those staff who started their preceptorship programme under amendment number 27 of the handbook (prior to the 31 March 2013; 1 January 2015 in Wales), the expectation is that upon successful

completion they will be awarded an additional incremental pay point. This means that these staff will pass through pay spine points 16 and 17 in their preceptorship year.

Paragraph 12

Footnote number 7

How do the annually earned incremental points work?

This will affect staff approaching the top points of pay bands 8c, 8d and 9 who will have to annually earn the top two increments, meaning that an increment could be removed if they do not pass their appraisal. The pay points which will be annually earned in this way will be spine points: 45 and 46, 49 and 50 and 53 and 54.

Paragraph 12

Footnote number 8

What about staff already on the top points of 8c, 8d and 9?

These staff will not drop below their current pay point. Staff already (as at 31 March 2013, 1 January 2015 in Wales) on pay points 45 and 46, 49 and 50, 53 and 54, will be protected.

Part 2: Section 2 (England and Wales): Maintaining round the clock services

Paragraph 4

Footnote number 2

Do the provisions for unsocial hours payments in Annex 5 apply just to staff working on ambulances or to all staff?

Paragraph 2.4 makes clear that the arrangements in Annex 5 should apply to ambulance staff (i.e. those who would have been subject to the provisions of the Ambulance Whitley Council had they been on national contracts).

Part 2: Section 3: Overtime payments

Paragraph 3

Footnote number 1

Under Agenda for Change when does overtime start for a part-time member of staff?

For staff working a portion of the standard 37.5 hours, overtime starts when these staff work over 37.5 hours (paragraph 3.3).

Part 2: Section 4: Pay in high cost areas
Paragraph 7
Footnote number 1

Where a member of staff is in receipt of a COLs based RRP (4.7 and is promoted within the same trust does he or she retain the RRP?
Yes, providing the person is still in a staff group meeting the eligibility criteria.

Part 3: Section 12: Contractual continuity of service
Paragraph 2
Footnote number 1
Is previous health care service abroad, including service in the health services of the member states of the European Union, relevant?
Employers are required to implement Agenda for Change and their own policies in a way that complies with EU law and which is not discriminatory. Agenda for Change allows for previous NHS service with a different employer to be taken into account for the purpose of calculating annual leave. It also contains (at paragraph 12.2) a discretion to take relevant non-NHS experience into account.
12.2 Employers have discretion to take into account any period or periods of employment with employers outside the NHS, where these are judged to be relevant to NHS employment.
Relevant experience outside the NHS may include previous employment abroad or in the health services of another Member State of the European Union. It is important that this is included when employers consider

"*service with employers outside the NHS*" when deciding whether to exercise the discretion to increase annual leave entitlement.
The exercise of discretion in paragraph 12.2 is a local matter. However it is important that any decision is made in a fair, transparent and non-discriminatory way. An employer should be able to demonstrate that it has given due consideration to any equivalent service in another country and that such consideration was part of the process in deciding whether or not to award additional annual leave in each case, as set out under Section 12.2 of the NHS Terms and Conditions of Service Handbook.
Employers are required to exercise their discretion in accordance with the legal framework, as required by the Equality Act 2010; and by Article 45 of the Treaty on the Functioning of the European Union and Article 7, paragraph 1, of the Regulation (EU) No 492/2011 on freedom of movement for workers within the Union, which prohibit discrimination between EU workers as regards conditions of employment and work.
A number of judgements from the Court of Justice of the European Union (CJEU) have addressed the issue of recognition of experience and seniority gained in the public service of another Member State, for example: Commission v Italy [Case C-371/04, ECLI:EU:C:2006:668]; Kobler [Case C-224/01, ECLI:EU:C:2003:513].
The views of the Commission regarding recognition of professional experience and seniority are set out in the Commission Staff Working Document "Free movement of workers in the public sector", SEC(2010)1609, of 14 December 2010.

Paragraph 4

Footnote number 2

When calculating entitlements to annual leave should I take account of a single period of previous service or should I aggregate several periods?

An employer must include all reckonable service when calculating annual leave entitlement (12.1 and 12.4). Paragraph 12.2 gives discretion to employers to decide what previous (non-NHS) employment can count towards annual leave entitlement.

Part 3: Section 13: Annual leave and general public holidays

Paragraph 1, Table 6: Leave entitlements
Footnote number 1
What happens to my two public holiday days when Easter is in March and when, therefore, if Easter was in April the previous year, I have already had two days for Easter in the current twelve-month period?
The Agenda for Change annual leave and general public holiday entitlements are set out in Section 13. In normal circumstances all staff are entitled to 8 general public holidays in a twelve-month period. Sometimes Easter will fall in March. This may mean that in some organisations there will, in effect, be two Easter holidays in the same twelve-month period. In such circumstances the local partners will need to decide on the appropriate action to take. Pragmatically, this might mean anticipating the two public holidays falling in the next twelvemonth period.
Paragraph 4
Footnote number 2
Does paragraph 13.4 provide an entitlement to equivalent time off at plain time rates, plus the appropriate payment, on top of the standard entitlement to 8 general and public holidays (see Table 6)?
No – paragraph 13.4 preserves the right to 8 general public holidays. It does not provide additional entitlements.
Paragraph 4
Footnote number 2
How is pay and time off in lieu (TOIL) calculated when staff work on general public holidays?
Staff required to work or to be on-call on a general public holiday are entitled to time off in lieu at plain time rate in addition to the appropriate payment for the duties undertaken (paragraph 13.4). Staff who are required to work more than 60 hours (8x7.5 hours) on general public holidays, in their personal leave year, will receive TOIL at plain time rate for all of the hours worked and the appropriate payment for all of the hours worked. The 60 hour threshold will be set on a pro- rata basis for part-time staff. E.g. if staff were required to work 70 hours per year on public holidays they would receive 70 hours TOIL, plus the appropriate payment. Staff who volunteer to work more than 60 hours in their personal leave year will receive TOIL at plain time rate up to the 60 hour threshold and the appropriate payment for the duties they undertake. For any time worked over the 60 hour threshold they will receive payment

only. Guidance on what to do when Easter falls in March and entitlements to public holiday leave exceed 8 days in a leave year is in another question and answer.

Paragraph 5

Footnote number 3

Which staff (working non-standard shifts), under 13.5, would require their annual leave to be calculated in hours?

"Where staff work standard shifts other than 7.5 hours excluding meal breaks, annual leave and general public holiday entitlements should be calculated on an hourly basis to prevent staff on these shifts receiving more or less leave than colleagues on standard shifts." This applies to all staff working standard shifts other than 7.5 hours, excluding meal breaks.

Part 3: Section 14 (England and Wales): Sickness absence

Paragraph 4

Footnote number 2

Who is exempt from changes to the unsocial hour's sickness absence payments?

This agreement will not affect staff on pay spine points 1 – 8. This includes staff in pay bands 1 and 2 and up to the third pay point of pay band 3. Staff that are injured or contract a disease as a result of their work are also excluded.

Paragraph 4

Footnote number 3

Are on-call allowances and on-call payments included in pay during sickness absence?

Paragraph 14.4 allows on-call allowances and payments to be included in pay during sickness absence only for staff on pay spine points 1 to 8 and those absent due to a work related injury or disease, contracted in the actual discharge of their duties. This will include on-call allowances and on-call payments where these are normally paid at regular intervals. An allowance which is paid only occasionally will not count.

Paragraph 4

Footnote number 4

How is the reference period for calculating sick pay for staff on pay spine points 1 to 8 determined under Section 14 (England and Wales)?

This is the average pay for the three month period ending on the day before an employee commences sickness absence – or any other locally agreed reference period.

Paragraph 5
Footnotes number 5 and 6
From what date will the change to sickness pay start?

The changes to sickness pay will start from the 31 March 2013 (1 January 2015 in Wales). A sickness absence that straddles this implementation date will have sick pay paid at basic salary level, inclusive of any high cost area supplement, for any absence post the implementation date. Employers have discretion to extend the period of sick pay on full or half pay (see paragraph 14.13 in Section 14 (England and Wales).

Part 3: Section 19: Other terms and conditions
Paragraph 1
Footnote number 1
What happens to MUFTI allowances in Agenda for Change?

There is no national provision for this within Agenda for Change. MUFTI is not part of the evaluation scheme and is, therefore, not an allowance replaced by the scheme. It is our view that any discussion on the provisions of MUFTI allowances are for local partnerships. The partners to any such discussion should give careful consideration to the equal pay implications of any MUFTI provisions that they might contemplate.

Paragraph 1
Footnote number 1
What happens when local partnerships are not able to reach agreement on "other" terms and conditions of service not covered in the NHS Terms and Conditions of Service Handbook (see paragraph 19.1)?

Paragraph 19.1 of the Handbook states "Other terms and conditions not covered in this Handbook will be determined locally following consultation with staff representatives with a view to reaching agreement on such terms and conditions or any changes to them (see Annex 15)." In the absence of a local agreement the previous contractual arrangements for those on national contracts will apply.

Part 3: Section 22: Injury allowance
Paragraph 4
Footnote number 2
What guidance will be produced on how sickness and injury is judged to be work related?
Section 22 of the NHS terms and conditions of service handbook says that the attribution of injury, illness or other health condition will be determined by the employer who should seek appropriate medical advice. Accompanying Section 22 the Staff Council has published Supporting guidance for the introduction of the new injury allowance.

Annexes: Annex 13: Lease vehicle policies
Paragraph 3
Footnote number 1
What happens if an employer's offer of a lease car is dependent on the employee also accepting a salary sacrifice scheme?
The national agreement does not mention this situation in Annex 13. Local partnerships looking to link lease cars and salary sacrifice schemes should consider carefully the future implications for pay and tax. Salary sacrifice depends on remuneration being given up before it is treated as received for tax and NICs and it must be that the employee receives lower cash remuneration and a benefit. Salary sacrifice may impact on an employee's pay and conditions such as maternity and paternity pay as well as sickness entitlement and pensionable pay. It can also affect state benefits, including pension and tax credits. Whilst there may be mutual benefits to employers and employees in agreeing salary sacrifice, due to their impact it would not be reasonable to treat a refusal to accept a lease car on such terms as an unreasonable refusal. In these circumstances staff should be reimbursed to the standard rate for miles travelled. Information about salary sacrifice is on the HMRC web site including the advice that local partnerships of employers and employees ". . . . would be well advised to obtain legal advice on whether their proposed arrangements achieve their desired result".

Implementation annexes: Annex 20: Development of professional roles
Paragraph 3
Footnote number 1
Does the provision for movement into pay band 6 apply to staff groups other than midwives?

This provision is not restricted to midwives. Annex 20 applies to all staff groups meeting the criteria in paragraph 3. In the circumstances described, job size should be reviewed no earlier than one year and no later than two years from the date of qualification, using the NHS Job Evaluation Scheme.

Paragraph 3
Footnote number 1
Will guidance be provided (in partnership) in respect of the application of paragraph 3 other than that which is already described?

There are no plans for further guidance on Annex 20.

Paragraph 3
Footnote number 1
Do the provisions for incremental pay point progression in Section 1 (England and Wales) change the arrangements for progression from pay band 5 to pay band 6 in Annex 20?

No, the provisions for incremental pay point progression in Section 1 (England and Wales) do not relate to the development of professional roles in Annex 20 and would not, for example, change the way that groups of staff such as midwives can progress to band 6 after their first year of supervised practise.

Implementation annexes: Annex 23 (England and Wales): Pay progression
Main heading
Footnote number 2
What will local pay progression schemes contain?

The new Annex 23 (England and Wales) on pay progression will set out the principles for locally agreed appraisal objectives and criteria.

Paragraph 1
Footnote number 3

From what date will the changes to incremental progression take place?
Employers will be able to start updating their appraisal and pay progression policies, in line with Annex 23, from 31 March 2013 and from 1 January 2015 in Wales.
Paragraph 1
Footnote number 4
Will quotas apply to incremental progression?
No; the expectation would be that staff progress through their pay band if they meet their performance standards set out by their employer.
Paragraph 2(v)
Footnote number 5
What is considered when assessing performance at work?
In assessing an individual's performance, an organisation may consider not just whether the objectives have been achieved (or not) but also how they are achieved. This should be undertaken in a transparent manner with a right to appeal a decision that results in a pay increment being withheld or removed. Annex 23, paragraph 1 is clear, that expectations around standards and performance, and how these will be measured, should be made clear.
Paragraph 2(viii)
Footnote number 6
Would I be able to challenge a decision that I had not met the required standard of performance?
Yes, your employer would have to tell you in plenty of time that you had not met the required performance standard and as a result that you were likely to have your incremental progression withheld. The employer would give you the chance not suffer any detriment as a result of the initial decision.
Paragraph 2(viii)
Footnote number 6
What happens if I do not accept that my performance is unsatisfactory?
Your local policy will set out how the appeal system will work.

Secondary heading: Criteria for local schemes
Footnote number 7
How will pay progression under Annex 23 (England and Wales) work?

Once a trust has updated their current appraisal and pay progression processes, in line with Annex 23 (England and Wales), individuals will progress on the basis of demonstrating and applying the required levels of performance and delivery consistently during the performance review period and they will benefit from incremental pay progression. Where an individual has not met their performance criteria then they will not be entitled to progress up the pay band for that given year.
Paragraph 3 (iii)
Footnote number 8
Will organisation-wide objectives be used to block progression?
While appraisal/performance systems may include team performance as one aspect of the annual review process, the assessment of performance for the purpose of incremental progression will continue to be on an individual basis.
Paragraph 4 (iii)
Footnote number 9
What do employers have to do to assess the equality impact of their changes?
Employers should review the national equality assessment (available on the NHS Employers web site) and undertake their own assessments in line with the public sector equality duty, in partnership with trades unions, before implementing changes to pay and conditions. Employers will need to identify the data that needs to be collected going forward in order to monitor the equality impact and take any remedial action as may be necessary.

Implementation annexes: Annex 29: Principles for harmonised on-call arrangements
Interim regime
Paragraph 48
Footnote number 1

Does the protection for on-call arrangements include protection for the "rate of pay"? For example, if the local protected agreement says that Sunday is double time is this protected under 2.48?
Yes, all current on-call arrangements may be protected for groups of employees irrespective of whether they were nationally or locally agreed (paragraph 2.48).
It is the totality of the local national on-call agreement that is protected. Pay circular (AforC) 1/2009 announced that where flat rate on-call allowances continue to be paid in accordance with the former interim regime in Annex 29 these should be increased by 2.4 per cent. This protection does not prevent local agreements on alterations to working patterns to meet changing service needs.
Interim regime
Paragraph 48
Footnote number 1
On what date does the period of protection of current on-call arrangements start?
It started from 1 October 2004
1 In Wales this Section is part of a three year agreement. It applies there until 31 December 2017.
Pay circular (AfC) 1/2016: amendment number 36

Annex 28: Guidance on frequently asked questions (FAQs) (Scotland and Northern Ireland)

Guidance on frequently asked questions (FAQs) (Scotland and Northern Ireland)
1. The Agenda for Change partners will make every effort to continue to support, encourage and promote a partnership approach to the operation of the pay system at local level.

2. The agreement to work in partnership to deliver an NHS pay system which supports NHS service modernisation and meets the reasonable aspirations of staff should, therefore, be replicated at local level.
3. This guidance has been jointly agreed in partnership by the NHS Staff Council Executive and is intended to help in situations where, locally, the joint partners have not so far been able to agree a suitable way forward. These answers reflect the final Agenda for Change agreement. They were previously published on the Agenda for Change website.
4. Questions relating to the NHS job evaluation scheme are in the NHS Job Evaluation Handbook.

Part 2: Section 1: Pay Structure
Paragraph 6
Footnote number 2
Where a post holder's role has been determined (based on one contract of employment) and it includes specialist responsibilities – is it permissible for an employee to be paid at the specialist pay band on days when they do specialist duties and at a lower pay band when they do not?
No, the higher specialist pay band applies for all of their service. If you have any queries about specific circumstances, please contact the joint secretaries.
Paragraph 7
Footnote number 3
Which senior managers are covered by Agenda for Change?
The NHS Terms and Conditions of Service Handbook makes clear that there will be separate arrangements for senior managers working in the NHS. The Agenda for Change provisions will be available to all other managers.

Part 2: Section 2: Maintaining round the clock services
Paragraph 4
Footnote number 1

Do the provisions for unsocial hours payments in Annex 5 apply just to staff working on ambulances or to all staff?
Paragraph 2.4 makes clear that the arrangements in Annex 5 should apply to ambulance staff (i.e. those who would have been subject to the provisions of the Ambulance Whitley Council had they been on national contracts).

Part 2: Section 3: Overtime payments
Paragraph 3
Footnote number 1
Under Agenda for Change when does overtime start for a part-time member of staff?
For staff working a portion of the standard 37.5 hours, overtime starts when these staff work over 37.5 hours (paragraph 3.3).

Part 2: Section 4: Pay in high cost areas
Paragraph 7
Footnote number 1
Where a member of staff is in receipt of a COLs based RRP (4.7) and is promoted within the same Trust does he or she retain the RRP?
Yes, providing the person is still in a staff group meeting the eligibility criteria.

Part 3: Section 12: Contractual continuity of service
Paragraph 2
Footnote number 1
Is previous health care service abroad, including service in the health services of the member states of the European Union, relevant?
Employers are required to implement Agenda for Change and their own policies in a way that complies with EU law and which is not

discriminatory. Agenda for Change allows for previous NHS service with a different employer to be taken into account for the purpose of calculating annual leave. It also contains (at paragraph 12.2) a discretion to take relevant non-NHS experience into account.

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

Relevant experience outside the NHS may include previous employment abroad or in the health services of another Member State of the European Union. It is important that this is included when employers consider "*service with employers outside the NHS*" when deciding whether to exercise the discretion to increase annual leave entitlement.

The exercise of discretion in paragraph 12.2 is a local matter. However it is important that any decision is made in a fair, transparent and non-discriminatory way. An employer should be able to demonstrate that it has given due consideration to any equivalent service in another country and that such consideration was part of the process in deciding whether or not to award additional annual leave in each case, as set out under Section 12.2 of the NHS Terms and Conditions of Service Handbook.

Employers are required to exercise their discretion in accordance with the legal framework, as required by the Equality Act 2010; and by Article 45 of the Treaty on the Functioning of the European Union and Article 7, paragraph 1, of the Regulation (EU) No 492/2011 on freedom of movement for workers within the Union, which prohibit discrimination between EU workers as regards conditions of employment and work.

A number of judgements from the Court of Justice of the European Union (CJEU) have addressed the issue of recognition of experience and seniority gained in the public service of another Member State, for example: Commission v Italy [Case C-371/04, ECLI:EU:C:2006:668]; Kobler [Case C-224/01, ECLI:EU:C:2003:513].

The views of the Commission regarding recognition of professional experience and seniority are set out in the Commission Staff Working Document "Free movement of workers in the public sector", SEC(2010)1609, of 14 December 2010.

Paragraph 4

Footnote number 2

When calculating entitlements to annual leave should I take account of a single period of previous service or should I aggregate several

periods?
An employer must include all reckonable NHS service when calculating annual leave entitlement (12.3). Paragraph 12.2 gives discretion to employers to decide what previous (non-NHS) employment can count towards annual leave entitlement.

Part 3: Section 13: Annual leave and general public holidays
Paragraph 1, Table 6: Leave entitlements
Footnote number 1
What happens to my two public holiday days when Easter is in March and when, therefore, if Easter was in April the previous year, I have already had two days for Easter in the current twelve-month period?
The Agenda for Change annual leave and general public holiday entitlements are set out in Section 13. In normal circumstances all staff are entitled to 8 general public holidays in a twelve-month period. Sometimes Easter will fall in March. This may mean that in some organisations there will, in effect, be two Easter holidays in the same twelve-month period. In such circumstances the local partners will need to decide on the appropriate action to take. Pragmatically, this might mean anticipating the two public holidays falling in the next 12-month period.
Paragraph 4
Footnote number 2
Does paragraph 13.4 provide an entitlement to equivalent time off at plain time rates, plus the appropriate payment, on top of the standard entitlement to 8 general and public holidays (see table 6)?
No – paragraph 13.4 preserves the right to 8 general public holidays. It does not provide additional entitlements.
Paragraph 4
Footnote number 2
How is pay and time off in lieu (TOIL) calculated when staff work on general public holidays?
Staff required to work or to be on-call on a general public holiday are entitled to time off in lieu at plain time rate in addition to the appropriate payment for the duties undertaken (paragraph 13.4).

Staff who are required to work more than 60 hours (8x7½ hours) on general public holidays, in their personal leave year, will receive TOIL at plain time rate for all of the hours worked and the appropriate payment for all of the hours worked. The 60 hour threshold will be set on a pro-rata basis for part-time staff. E.g. if staff were required to work 70 hours per year on public holidays they would receive 70 hours TOIL, plus the appropriate payment.

Staff who volunteer to work more than 60 hours in their personal leave year will receive TOIL at plain time rate up to the 60 hour threshold and the appropriate

payment for the duties they undertake. For any time worked over the 60 hour threshold they will receive payment only.

Guidance on what to do when Easter falls in March and entitlements to public holiday leave exceed 8 days in a leave year is in another question and answer.

Paragraph 5

Footnote number 3

Which staff (working non-standard shifts), under 13.5, would require their annual leave to be calculated in hours?

"Where staff work standard shifts other than 7.5 hours excluding meal breaks, annual leave and general public holiday entitlements should be calculated on an hourly basis to prevent staff on these shifts receiving more or less leave than colleagues on standard shifts." This applies to all staff working standard shifts other than 7.5 hours, excluding meal breaks.

Part 3: Section 14: Sickness absence

Paragraph 4

Footnote number 1

Are on-call allowances and on-call payments included in pay during sickness absence?

Paragraph 14.4 allows regularly paid supplements to be included in pay during sickness absence. This will include on-call allowances and on-call payments where these are normally paid at regular intervals. An allowance which is paid only occasionally will not count.

Paragraph 4

Footnote number 2

How is the reference period for calculating sick pay determined under Section 14?

This is the average pay for the three month period ending on the day before an employee commences sickness absence – or any other locally agreed reference period.

Part 3: Section 19: Other terms and conditions

Paragraph 1

Footnote number 1

What happens to MUFTI allowances in Agenda for Change?

There is no national provision for this within Agenda for Change. MUFTI is not part of the evaluation scheme and is, therefore, not an allowance replaced by the scheme. It is our view that any discussion on the provisions of MUFTI allowances are for local partnerships. The partners to any such discussion should give careful consideration to the equal pay implications of any MUFTI provisions that they might contemplate.

Paragraph 1

Footnote number 1

What happens when local partnerships are not able to reach agreement on other terms and conditions of service not covered in the NHS Terms and Conditions of Service Handbook (see paragraph 19.1)?

Paragraph 19.1 of the Handbook states “Other terms and conditions not covered in this Handbook will be determined locally following consultation with staff representatives with a view to reaching agreement on such terms and conditions or any changes to them (see Annex 15).” In the absence of a local agreement the previous contractual arrangements for those on national contracts will apply.

Part 3: Section 22: Injury allowance

Paragraph 4

Footnote number 2

What guidance will be produced on how sickness and injury is judged to be work related?

Section 22 of the NHS terms and conditions of service handbook sets out: *The attribution of injury, illness or other health condition will be determined by the employer who should seek appropriate medical advice.* Accompanying Section 22 the Staff Council has published supporting guidance for the introduction of the new injury allowance.

Annexes: Annex 13: Lease vehicle policies
Paragraph 3
Footnote number 1
What happens if an employer's offer of a lease car is dependent on the employee also accepting a salary sacrifice scheme?
The national agreement does not mention this situation in Annex 13. Local partnerships looking to link lease cars and salary sacrifice schemes should consider carefully the future implications for pay and tax. Salary sacrifice depends on remuneration being given up before it is treated as received for tax and national insurance contributions and it must be that the employee receives lower cash remuneration and a benefit. Salary sacrifice may impact on an employee's pay and conditions such as maternity and paternity pay as well as sickness entitlement and pensionable pay. It can also affect state benefits, including pension and tax credits. Whilst there may be mutual benefits to employers and employees in agreeing salary sacrifice, due to their impact it would not be reasonable to treat a refusal to accept a lease car on such terms as an unreasonable refusal. In these circumstances staff should be reimbursed to the standard rate for miles travelled. Information about salary sacrifice is on the HMRC web site including the advice that local partnerships of employers and employees ". . . . *would be well advised to obtain legal advice on whether their proposed arrangements achieve their desired result".*

Implementation annexes: Annex 20: Development of professional roles
Paragraph 3
Footnote number 1

Does the provision for movement into pay band 6 apply to staff groups other than midwives?

This provision is not restricted to midwives. Annex 20 applies to all staff groups meeting the criteria in paragraph 3. In the circumstances described, job size should be reviewed no earlier than one year and no later than two years from the date of qualification, using the NHS Job Evaluation Scheme.

Paragraph 3

Footnote number 1

Will guidance be provided (in partnership) in respect of the application of paragraph 3 other than that which is already described?

There are no plans for further guidance on Annex 20.

Implementation annexes: Annex 21: Arrangements for pay and banding of trainees

Paragraph 2 (iii)

Footnote number 1

Are trainees who are covered by Annex 21 (paragraph 2 (iii)) subject to the foundation and second gateway?

There are no agreed pay bands or pay scales for trainees under 2 (iii). It follows that there is no point identified in their pay where there is an agreed second gateway. All staff who have served less than one year in their post are subject to the foundation gateway.

Implementation annexes: Annex 29: Principles for harmonised on-call arrangements

Interim regime

Paragraph 48

Footnote number 1

Does the protection for on-call arrangements include protection for the “rate of pay”? For example, if the local protected agreement says that Sunday is double time is this protected under 2.48?

Yes, all current on-call arrangements may be protected for groups of employees irrespective of whether they were nationally or locally agreed (paragraph 2.48). It is the totality of the local national on-call agreement that is protected. Pay circular (AforC) 1/2009 announced that where flat rate on-call allowances continue to be paid in accordance with the former interim regime in Annex 29 these should be increased by 2.4 per cent. This protection does not prevent local agreements on alterations to working patterns to meet changing service needs.

Interim regime

Paragraph 48

Footnote number 1

On what date does the period of protection of current on-call arrangements start?

It started from 1 October 2004.

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

Annex 29 - Principles for harmonised on-call arrangements

Principles for harmonised on-call arrangements

1. From 1 April 2011, paragraph 2.25 in section 2 (Scotland and Northern Ireland) and paragraph 2.27 in section 2 (Wales), and from 1 July 2018 paragraph 2.27 in section 2 (England) confirms that payments for on-call will need to be agreed locally and consistent with the principles set out below.

2. Paragraph 2.24 in section 2 (Scotland and Northern Ireland), paragraph 2.26 in section 2 (England) and paragraph 2.26 in section 2 (Wales) define on-call as part of arrangements to provide appropriate service cover across the NHS. A member of staff is on-call when, as part of an established arrangement with their employer, they are available outside their normal working hours, either at the workplace, at home or elsewhere, to work as and when required.

Table 22 Principles for harmonised on-call arrangements

Issues	Principles
1. Equal pay	The guiding principle should be that the harmonised arrangements should be consistent with the principles of equal pay for work of equal value. The effect of this should be that' schemes agreed by local partnerships should provide consistent payments to staff at the same pay band available at the same on-call frequency. All employing organisations will need to undertake an equality assessment of their proposals.
2. Commitment or availability	There needs to be a payment to reflect the availability for being called. There are three distinct types of on-call availability:
	1. At home ready to be called out or to undertake work at the work place.
	2. At work ready to undertake work.
	3. Sleeping in at a work place.

	Payment for these different types of availability– options include:
	• flat rate available for all staff • flat rate by band • percentage of salary.
	This payment will reflect the frequency of commitment. If the partnership decides to use a flat rate they will need to agree arrangements for uprating this payment when pay increases. In setting the availability payment, local partnerships will need to take account of the commitment to work weekends and public holidays. Where tiered on-call systems are required, there should be no distinction between levels of commitment when setting the availability / commitment payment. Reference paragraphs 2.19 to 2.20 in section 2 (Scotland and Northern Ireland, paragraphs 2.21 to 2.22 in Section 2 (England) and paragraphs 2.21 to 2.22 in Section 2 (Wales), to allow the option of prospective calculation of the payments.
3. Frequency	That part of the week covered by on-call arrangements should be divided up into appropriate periods for the purposes of calculating the frequency of on-call availability. The Agenda for Change interim regime may provide a useful model.
4. Work done	Payment for work done, including work done at home, should be made at the appropriate hourly rate with reference to this Handbook.
	Local partnerships may agree an appropriate minimum payment period for work done.
5.Time off in Lieu (TOIL)	Staff should have the option to take TOIL rather than payment for work done in line with paragraph 3.5.
6.Compensatory rest	Individuals will receive compensatory rest for work done, in accordance with section 27.
7.Travel to work	As per current arrangements. Travel time should be paid at the rate agreed for on-call work done and local partnerships will need

	to identify if there is a minimum and/or maximum time claim identified.
8.Public holidays (PH)	Covering a PH will attract a day in lieu in accordance with paragraph 13.4, irrespective of work done. Work done on public holidays would attract payment at the appropriate rates as identified in paragraph 13.4.
9. Sleeping in	A sleeping-in session will often incorporate the following elements:
	- hours of wakefulness
	- sleep
	- work done
	The term 'sleeping-in' does not refer to individuals who are on-call from the workplace and are able to sleep between periods of work.
	Under the working time regulations if an individual is required to sleep in at a work place this counts as working time. However, time asleep does not count for the purposes of the minimum wage.
If asleep, this working time does not count for the purposes of the minimum wage.	
	Under the Minimum Wage Regulations, the availability payment should be at least the same as a calculation for (hours of expected wakefulness minimum wage). Local partnerships will need to consider if it is more appropriate to base this calculation on the bottom point of the Agenda for Change pay scales, as described in Annex 2.
	In those situations where a sleeping-in session includes what the National Minimum Wage Regulations would classify as work, or when the individual is woken during a sleeping-in duty, this should be paid as work done at the appropriate hourly rate.
	Local partnerships may agree a minimum payment period for work done.
10. Pensions	Local partnerships should always seek advice from the NHS Pensions on any questions relating to the NHS pensions Scheme and on-call payments. It is the responsibility of the employer to determine which payments are pensionable, according to the criteria provided by NHS Pensions. Guidance on "pensionable pay" can be found on NHS Pensions websites at: England and Wales Northern Ireland Scotland.

11. Agenda for Change interim regime	The arrangements in the Agenda for Change interim regime were consistent with these principles.
12. Transition	There are currently a range of payments for on-call, which form a regular part of income for some individuals. Local partnerships will therefore need to agree transitional arrangements for the movement of staff from current to future on-call payment systems. This includes all on-call arrangements within the scope of the review of on-call.
	Such transitional arrangements could include one or more of the following elements:
	- introduction of increased payments in one or more stages over a fixed period of time
	- postponement of increased and/or reduced payments for a fixed period
	- movement to reduced payments over a period on a mark time basis
	- payment of a one-off lump sum to staff if their on-call payments are reduced.
	The transitional arrangements which were agreed as part of the new, harmonised unsocial hours payments were an example of this sort of approach. New lower and higher levels of payments were introduced in stages over three years.
	Where service changes are linked to the harmonisation of on-call payments local partnerships may also wish to consider the use of agreements reached under Annex 15

3. Below is the text of the 'interim regime' as it appeared in the handbook in amendment number 27. It is available, together with section 46 and other deleted Sections and Annexes, in amendment number 27 and earlier copies of the Handbook which are archived on the web site of the NHS Employers organisation. Go to www.nhsemployers.org

Interim regime

2.35 Employees who are required to be available to provide on-call cover outside their normal working hours will be entitled to receive a pay enhancement. This enhancement recognises both their availability to provide cover and any advice given by telephone during periods of on-call availability.

2.36. Subject to the provision for retention of current on-call provisions under the protection arrangements set out in paragraph 2.48, this enhancement will be based on the proportion of on-call periods in the

rota when on-call cover is required. The on-call period in each week should be divided into nine periods of at least 12 hours. The enhancement for an individual staff member will be based on the proportion of these periods in which they are required to be on-call, as set out in paragraphs 2.37 to 2.42 below.

Pay enhancements for on-call cover

2.37 An enhancement of 9.5 per cent will be paid to staff who are required to be on-call an average of one in three of the defined periods or more frequently.

2.38 An enhancement of 4.5 per cent will be paid to staff who are required to be on-call an average of between one in six and less than one in three of the defined periods.

2.39 An enhancement of 3 per cent will be paid to staff who are required to be on-call an average of between one in nine and less than one in six of the defined periods.

2.40 An enhancement of 2 per cent will be paid to staff who are required to be on-call an average of between one in twelve and less than one in 9 of the defined periods.

2.41 For these purposes, the average availability required will be measured over a full rota, or over a 13-week period if no standard pattern is applicable. The reference period will not include any periods when the employee is absent from work on either annual leave or sickness absence.

2.42 Where on-call cover is limited or very irregular (averaging less than one in 12) pay enhancements will be agreed locally. These may be fixed or variable, and based on actual or estimated frequencies of on-call work worked, subject to local agreement. To ensure fairness to all staff qualifying under the national rules set out above, locally agreed payments may not exceed the minimum percentage in the national provisions.

Table 3

Frequency of on-call	Value of enhancements as a percentage of basic pay
1 in 3 or more frequent	9.5 per cent
1 in 6 or more but less than 1 in 3	4.5 per cent
1 in 9 or more but less than 1 in 6	3 per cent
1 in 12 or more but less than 1 in 9	2 per cent

Less frequent than 1 in 12	By local agreement

On–call payments for part-time staff or other staff working non-standard hours

2.43 For part–time staff and other staff working other than 37.5 hours a week excluding meal breaks, the percentage added to basic pay on account of on-call availability will be adjusted to ensure that they are paid a fair percentage enhancement of salary for on-call working. This will be done by adjusting the payment in proportion to their part–time salary so that they receive the same payment for the same length of availability on-call as full–time staff.

Employees called into work during an on-call period

2.44 Employees who are called into work during a period of on-call will receive payment for the period they are required to attend, including any travel time. Alternatively, staff may choose to take time off in lieu. However, if for operational reasons time off in lieu cannot be taken within three months, the hours worked must be paid for.

2.45 For work (including travel time) as a result of being called out the employee will receive a payment at time and a half, with the exception of work on general public holidays which will be at double time. Time off in lieu should be at plain time. There is no disqualification from this payment for bands 8 and 9, as a result of being called out.

2.46 By agreement between employers and staff, there may be local arrangements whereby the payment for hours worked during a given period of on-call is subject to a fixed minimum level, in place of separately recognising travel time.

2.47 In addition, where employers and staff agree it is appropriate, the amount paid for work and travel time during periods of on-call may be decided on a prospective basis (e.g. for a forward period of three months) based on the average work carried out during a prior reference period (e.g. of three months). Where these arrangements are agreed, the actual work carried out during a given period would be monitored and, if the average amount assumed in the calculation of the payment is significantly different, the level of payment should be adjusted for the next period; there should be no retrospective adjustment to the amount paid in the previous period.

2.48 Unless locally, it is agreed otherwise, all current on-call arrangements will be protected for groups of employees up to 31 March 2011 irrespective of whether they were nationally or locally agreed.1 This extended protection will apply to existing staff and new staff during the period of protection.
2.49 On-call payments made under such arrangements should be excluded from the pre and post assimilation pay used in the calculation of any protected level of pay (see Section 46).

Other arrangements to provide extended service cover
2.50 Some staff are required to be on the premises to provide emergency cover but are allowed to rest, except for the times when they are required to carry out emergency work. Where employers consider this an essential arrangement to provide service cover, there should be an agreed local arrangement, at least equivalent to on-call payments, to recognise the type of cover provided.
2.51 A further group of staff, often in community services such as learning disabilities, have “sleeping-in arrangements” where they sleep on work premises but are seldom required to attend an incident during the night. In these circumstances, appropriate arrangements should be agreed locally.
1 See the question and answer guidance in Annex A2 (England and Wales) or Annex A2 (Scotland and Northern Ireland).
Amendment number 39: NHS TCS Advisory Notice 01/2018 6

Note: For further on-call guidance, visit our TCS Resource hub.

Did you know we offer a variety of free bulletins?
Sign up to:
keep updated on national and local workforce issues
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hear the latest developments in specific areas
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Annex 30: Apprenticeships

Apprenticeships

1. Section 1 outlines the policy intention that staff will not suffer a detriment to their basic pay when they undertake apprenticeships as part of agreed career development:

"1.25 In order that staff do not experience a detriment to their basic pay as a consequence of undertaking career development beneficial to both them and the service, the following pay preservation provision applies.

1.26 This provision covers situations where an existing employee commits to undertake a formal apprenticeship programme in agreement with their current or another NHS employer which, on successful completion, would qualify them for a role where the evaluated pay band is the same as or higher than the band of their current post. In such cases, for the duration of that programme their basic pay will be the higher of the following -

- The rate for the apprenticeship role that new entrants to the service would receive.
- The pay step point they would receive had they remained in the role they were employed in immediately before commencing the apprenticeship programme. This will include eligibility for pay step progression during the apprenticeship as if they had remained in their prior role."

2. This provision extends to basic pay only. Eligibility for enhancements will be based on the contractual requirements of the apprenticeship role. If the apprenticeship role does attract enhancements the rate of payment will be based on the preserved pay band. If the apprenticeship role does not attract enhancements, previous entitlement to enhancements is not preserved.

3. For the purposes of Section 1, 1.26 a formal apprenticeship programme is a period of employment accompanied by a requirement to study for a formal qualification. For an apprenticeship to qualify it needs to have been approved for delivery by the relevant statutory body, be delivered by a registered training provider and have a registered end point assessment organisation.

4. The provision of basic pay preservation continues to apply, for eligible staff, on return to an apprenticeship following an agreed break in learning.

5. All other contractual terms continue to apply for the duration of the apprentice programme.

Note: For further guidance on apprenticeship pay, visit our TCS Resource hub

Annex 31: NHS Job Evaluation Scheme Enabling Agreement

Background

1. The NHS job evaluation scheme (NHSJES or JES) was introduced alongside the Agenda for Change arrangements for NHS staff in 2004 as the single, bespoke mechanism for determining the banding of roles covered by those terms and conditions of service.
2. The primary purpose of the JES is to ensure pay banding is determined in a fair and transparent way that accords with legal requirements for “equal pay for work of equal value”.
3. In addition, where it is operated in partnership and according to the processes and procedures outlined in the NHS Job Evaluation handbook it ensures staff have confidence that they are paid appropriately for the work they are required to do. Importantly, the NHSJES is accorded the same contractual status as the other terms and conditions of service outlined elsewhere in this handbook.

Purpose of annex

4. The requirements outlined in this annex are intended to support employers, staff and their trade unions in the operation of this contractual obligation and in managing the risk of pay inequalities by detailing the actions necessary to ensure proper application of the scheme. Employers are to ensure that their local policies and procedures are consistent with the requirements of this agreement and accord with the requirements of the NHS Job evaluation handbook and other guidance provided by the NHS Staff Council’s job evaluation sub-group (JEG).
5. This agreement outlines the principles that underpin the NHSJES. It details actions required and the rights

and responsibilities of staff, their trade unions and employers in the operation of the scheme. It provides clarity on key process and operational issues.

6. This annex should be read in conjunction with the NHS Job Evaluation Handbook.

Principles

7. The NHS Staff Council has agreed the following principles to underpin all and any activity in relation to the NHS Job Evaluation Scheme at national, regional, and local levels.

Equality

8. The legal requirement to ensure equal pay for work of equal value is detailed in the Equality Act 2010. Responsibility for compliance with the law sits with each individual employer and cannot be delegated. In line with this, the JES was designed to be fair and non-discriminatory. It has been found to be legally sound (*reference Hartley) but ONLY if it is applied according to the requirements outlined in its Handbook. These requirements should therefore be seen as a complete package of work as deviation from any part of the scheme may lead to equal pay risk.

In addition, all staff should have equitable access to the provisions of the scheme regardless of their protected characteristics or occupation.

Fairness

9. All staff have the right to be paid correctly for the work they are required to do. In addition to having access to the scheme as above, this includes staff understanding and having confidence in the operation of the JES. Staff have the right to a re-evaluation of their job where it is agreed that the requirements of the role have changed significantly

10. They also have the right for the job description for their role to be reviewed at least every three years.

11. The requirements of the JES should also be embedded in all workforce development, career pathway planning and service redesign plans, to ensure fair and consistent pay outcomes across staff groups.

Consistency of approach to and application of the JES

12. The JES has contractual status with the same legal standing as other terms and conditions of service. Consequently, it is essential that all processes and procedures of the scheme, as described in the NHS Job Evaluation Handbook, are followed consistently and that the guidance and advice issued by the NHS Staff Council is adhered to.
13. In order to ensure consistency of application, sufficient resource must be made available to operate the JES.

Partnership working and joint ownership of all JE activity

14. The JES is a shared responsibility held jointly by employers in the NHS and staff-side trade unions. Therefore, locally all JE processes should be undertaken in partnership by those trained in the JES and that there are mechanisms in place to monitor, review and document all JE activity on a regular basis.

Transparency of approach and communications

15. Nationally, all documentation relating to the operation of the JES is publicly available. At local level any job evaluation mo/process document will be agreed in partnership, will accord with the NHS JE Handbook, and be promoted to all staff.

Rights and responsibilities in the operation of the NHS JES

16. The NHS Staff Council has responsibility for the scheme and will work in partnership to:

- Consider feedback and intelligence on the operation of the JES to assess service-wide risk, and take action as necessary
- Maintain and update materials and resources for the NHS JES so that employers can effectively apply the Scheme to assign jobs to pay bands.
- Agree amendments or changes to the scheme should they be necessary

17. Employers should ensure that:

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They are aware of their legal requirements and manage their equal pay risk by ensuring JES is operated correctly.

- There is an identifiable SRO for JE with a reporting line to Board level
- The Board receives a regular report on job evaluation (application and outcomes) and issues are raised on the corporate risk register as appropriate
- Responsibility for JE activity sits within a designated and resourced part of the HR/people function including a JE lead for staff side as well as a JE lead for the employer
- They work constructively with local TUs to maintain sufficient staff side involvement in JE e.g. to identify new JE panellists, and that time off is granted for staff to attend JE training and to sit on panels –, (NB JE panel work is not included in facilities time reporting)
- Mandated data returns are submitted as required
- The end-to-end process for determining pay banding is no longer than 12 weeks unless mutually agreed (not including time taken for role holders and line managers to agree job information and/or job analysis questionnaires)
- All JE panels including consistency checking are conducted in partnership

18. Line managers are expected to:

- Understand the requirements of the NHS JES both strategically and operationally
- Release staff to undertake JE training and panel work
- Work with staff to keep the job descriptions for roles under their management up to date/relevant – ideally annually but at least every three years
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Make clear when job requirements are changing substantively and ensure they are reflected in job documentation, (this may be different to temporary activities provided to support career development)

- Be paid correctly for the work they are required to do
- Have an up-to-date job description that reflects the full requirements of their role (x ref section 31.6) and that is reviewed at least every three years.
- a re-evaluation of their job where it is agreed the requirements of the role have changed significantly
- Have sight of the JE report for their job on request
- Challenge the outcome of a panel within 3 months of a decision being communicated to them.

19. Staff have the right to:

- Be paid correctly for the work they are required to do
- Have an up-to-date job description that reflects the full requirements of their role (x ref section 31.6) and that is reviewed at least every three years.
- a re-evaluation of their job where it is agreed the requirements of the role have changed significantly
- Have sight of the JE report for their job on request
- Challenge the outcome of a panel within 3 months of a decision being communicated to them.

20. All parties to local JNCs/partnership forums (or equivalent), including trade union representatives and employers are expected to work constructively in partnership to ensure organisational commitment and capacity on JE including by:

- receiving reports on JE activity and performance including training and resources
- ensuring that regular monitoring and review of local policies and procedures is undertaken to ensure compliance with the JE handbook and to identify where and how policies can be improved
- ensuring that all staff have equity of access to the scheme
- ensuring there is provision for staff to seek informed advice and support from trade union representatives
- ensuring there is an agreed dispute resolution process e.g. an agreed process when staff and their line manager can't agree job documentation.