NHS Terms and Conditions of Service Handbook

This is the version of the
Agenda for Change Terms and Conditions Handbook
which NHS Scotland should refer to.

This version is up to date as at 28 September 2026.

Introduction

This Handbook is published on the Management Steering Group website (www.msg.scot.nhs.uk), with a link also placed on the Scottish Terms and Conditions Committee website (www.stac.scot.nhs.uk). It is not published in hard copy.

It is amended whenever relevant 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 staff".

The Agenda for Change 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 uses 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 NHSScotland Workforce (NHSSW) 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.

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PART 1: PRINCIPLES AND PARTNERSHIP

1

Principles and partnership

[The following is the Scottish version of this section. It differs from the version applicable in other parts of the UK. See the master copy of the Agenda for Change Handbook on the NHS Employers website for the provisions in place in the rest of the UK.]

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 NHS Scotland Workforce Policies, which define a minimum standard of best employment practice. This Handbook should be read in conjunction with the provisions of the Policies as listed in Annex 22.

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

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

- ensure that the pay system leads to more patients being treated, more quickly and being given higher quality care;
- assist new ways of working which best deliver the range and quality of services required, in as efficient and effective a way as possible, and organised to best meet the needs of patients;

- assist the goal of achieving a quality workforce with the right numbers of staff, with the right skills and diversity, and organised in the right way;
- improve the recruitment, retention and morale of the NHS workforce;
- improve all aspects of equal opportunity and diversity, especially in the areas of career and training opportunities and to ensure working patterns that are flexible and responsive to family commitments;
- meet equal pay for work of equal value criteria, recognising that pay constitutes any benefits in cash or conditions.

Local partnership

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

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

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

2

Part 2: Pay

[The following is the Scottish version of this section. It differs from the version applicable in other parts of the UK. See the master copy of the Agenda for Change Handbook on the NHS Employers website for the provisions in place in the rest of the UK.]

Section 1: Pay structure

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.

[1] See the question and answer guidance at Annex 28.

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 the 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.

[2] See PCS(AFC)2007/3 for further information.

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Section 2: Maintaining round the clock services

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. All scheduling of unsocial hours in Scotland should be in line with the principles set out in NHS Scotland's Supporting Work Life Balance Policies, which can be found here.

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 standard hours of work are set out in paragraph 10.1.

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

2.5 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.

2.6 Any extra time worked in a week, above standard hours, will be treated as overtime and Section 3 will apply. Paragraphs 2.20 to 2.22 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%

2.7 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).

2.8 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.

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

Occupational sick pay and contractual maternity pay

2.10 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

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

Part time staff and other staff working non-standard hours

2.12 Part time staff working less than 36 hours a week will be eligible for unsocial hours payments.

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

Self-rostering schemes

2.14 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

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

2.16 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.

2.17 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.

2.18 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.

2.19 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

2.20 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.

2.21 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.

2.22 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, which can be found here.
Further clarification on the issue of protection can be found in NHS Scotland Circular PCS(AFC)2013/6, which can be found here.
Pay and terms and conditions circulars for Scotland can be found on the Scottish Health on the Web (SHOW) website here.
And guidance agreed by the Scottish Terms and Conditions Committee can be found here.

Christmas and New Year holidays at weekends

2.23 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.

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Section 3: Overtime payments

3.1 All staff in pay bands 1 to 9 will be eligible for overtime payments. [1] There is a single harmonised rate of time-and–a-half for all overtime, with the exception of work on general public holidays, which will be paid at double time.

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

3.3 Part-time employees will receive payments for the additional hours at plain time rates until their hours exceed standard hours of 36 hours a week.

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

3.5 Staff may request to take time off in lieu as an alternative to overtime payments.[2] 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 Time off in lieu of overtime payments will be at plain time rates.

1. See PCS(AFC)2023/1 for Scottish agreement on overtime for senior staff
2. See PCS(AFC)2019/4 for more information on Scotland Time Off In Lieu (TOIL) policy.

Section 4: Pay in high cost areas

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

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

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

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

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

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

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

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

4.9 It will be open to NHS employers or staff organisations in a specified geographic area, to propose an increase in the level of high cost area

supplement for staff in that area – or (in the case of areas where no supplement exists) to introduce a supplement. But 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).

Section 5: Recruitment and retention premia

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

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

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

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

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

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

Long-term and short-term recruitment and retention premia

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

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

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

5.10 Short-term recruitment and retention premia:

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

5.11 Long-term recruitment and retention premia:

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

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

5.13 The combined value of any nationally awarded and any locally awarded recruitment and retention premium for a given post shall not normally exceed 30 per cent of basic salary. It will be the responsibility of employers to ensure that any premia awarded locally do not normally result in payments in excess of this amount, taking into account any national awards for the posts in question. See also the provisions concerning earned autonomy in Annex 11[1].

[1] Annex 11 is not applicable in Scotland

Note: The procedure for applying for RRPs in Scotland is set out in PCS(AFC)2025/03 which can be found here.
Pay and terms and conditions circulars for Scotland can be found on the Scottish Health on the Web (SHOW) website here.
And guidance agreed by the Scottish Terms and Conditions Committee can be found here.

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Section 6: Career progression

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 NHS Scotland Personal Development, Planning and Performance Review Workforce Policy 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 NHS Scotland Personal Development, Planning and Performance Review Workforce Policy.

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.

6.18 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

7.1 The information in this section does not override an employer's responsibility to ensure that pay arrangements comply with national minimum wage regulations. Where there are local agreements on pay arrangements, employers must ensure these also comply with regulations.

Payment of annual salaries

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

Table 4

For each calendar month	For each individual day (including Sundays and Saturdays)
one twelfth of the annual salary	the monthly sum divided by the number of days in the particular month

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

Table 5

For each week	For each individual day (including Sundays and Saturdays)
7/365ths of the annual salary	the weekly sum divided by 7

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

7.4. 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

7.5. 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 and/or the Sunday and/or the public holiday, shall be made by the first employer.

Sections 8–9

(Unallocated)

PART 3: TERMS AND CONDITIONS OF SERVICE

3

Part 3: Terms and conditions of service

[The following is the Scottish version of this section. It differs from the version applicable in other parts of the UK. See the master copy of the Agenda for Change Handbook on the NHS Employers website for the provisions in place in the rest of the UK.]

Section 10: Hours of the working week

10.1 The standard hours of all full-time NHS staff covered by this pay system will be 36 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. over four weeks or annualised hours, with due regard for compliance with employment legislation, such as the Working Time Regulations.

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

Part-time employees

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

Employees on fixed-term contracts

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

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.

[1] See the question and answer guidance in Annex 28
[2] See the question and answer guidance in Annex 28

[The following is the Scottish version of this section. It differs from the version applicable in other parts of the UK. See the master copy of the Agenda for Change Handbook on the NHS Employers website for the provisions in place in the rest of the UK.]

Section 13: Annual leave and general public holidays

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

Table 6
Leave entitlements[1]

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

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

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

13.4 Staff required to work or to be on-call on a general public holiday are entitled to equivalent time to be taken off in lieu at plain time rates, in addition to the appropriate payment for the duties undertaken (see Section 2 and Annex 29).[2, 3]

13.5 Where staff work standard shifts, other than 7.2 hours excluding meal breaks, annual leave and general public holiday entitlements should be

[1] See the question and answer guidance in Annex 28.
[2] See the question and answer guidance in Annex 28.
[3] See the question and answer guidance in Annex 28.

calculated on an hourly basis, to prevent staff on these shifts receiving greater or less leave than colleagues on standard shifts.[4]

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

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

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

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

Note: In Scotland, paragraph 13.9 should be interpreted in accordance with NHS Circular PCS(AFC)2019/6 which can be found here.
Further guidance with regard to Annual Leave policy in Scotland is set out in PCS(AFC)2025/06, which can be found here.
Pay and terms and conditions circulars for Scotland can be found on the Scottish Health on the Web (SHOW) website here.
And guidance agreed by the Scottish Terms and Conditions Committee can be found here.

[4] See the question and answer guidance in Annex 28.

[The following is the Scottish version of this section. It differs from the version applicable in other parts of the UK. See the master copy of the Agenda for Change Handbook on the NHS Employers website for the provisions in place in the rest of the UK.]

Section 14: Sickness absence

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

[1] This issue is covered in Scotland by the NHS Scotland Attendance Policy which can be found here.

[2] See the question and answer guidance in Annex 28.

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 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.

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 may be 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 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 provide 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 https://www.gov.uk/legal-rights-when-usingsurrogates-and-donors); and

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

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

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

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

(a) of their intention to take adoption leave;

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

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

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

Shared parental leave and pay:

15.17 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 recalculated 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 4th week before the expected week of childbirth or the beginning of the next week after the employee last worked, whichever is the later. Absence prior to the last four weeks before the expected week of childbirth, supported by a medical statement of incapacity for work, or a self-certificate, shall be treated as sickness absence in accordance with normal leave provisions.

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

Pre-term birth

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

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

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

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 recalculated 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 14.4 and 14.5 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 on 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 UK 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 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.

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 15.14, 15.15 or 15.17 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 15.14, 15.15 or 15.17 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 15.82 will not apply.

15.87 Employees on fixed-term contracts who do not meet the 12 months' continuous service condition set out in paragraph 15.105 or 15.108, 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 paystep date the pay-step point should be automatically applied in the individual's absence. Refer to Annex 23 (England) for further information.

Note: Paragraph 15.92 does not apply in Scotland. Scottish career progression provisions are as set out in Section 6 of Scottish Handbook and those principles should be applied during maternity / adoption / shared parental leave.

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 may 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 paternal 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.

Further information

15.119 There are occasions when employees are entitled to other statutory benefits / allowances and information about these and all statutory maternity, adoption, shared parental leave 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.

Note: This section, agreed by the UK Staff Council for application across the UK, should be read in in Scotland in conjunction with the following NHS Scotland Workforce Policies:

- **Adoption, Fostering and Kinship**
- **Maternity**
- **New Parent Support**
- **Parental Leave**
- **Shared Maternity and Shared Adoption**

[The following is the Scottish version of this section. It differs from the version applicable in other parts of the UK. See the master copy of the Agenda for Change Handbook on the NHS Employers website for the provisions in place in the rest of the UK.]

Section 16: Redundancy pay

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 Section 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 instalments, 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

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

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 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

16.18 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.

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[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.

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 23 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.

Section 17: 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 (MOT) test certificate” and motor insurance which covers business travel, that he or she is fit to drive and drives safely and that they obey the relevant laws e.g. speed limits. The employee must inform the employer if there is a change in status.

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

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

17.8 There may be circumstances where newly appointed or lower paid employees need assistance to obtain a vehicle to undertake business travel. Where the use of a vehicle is essential to the job the organisation may wish to assist by providing a lease or pool vehicle or a salary advance (see Annex 13).

Rates of reimbursement

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

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

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

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

Table 7
Rates of reimbursement from 1 July 2014

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

[Note that the rates set out above are currently subject to a 5p premium in Scotland as set out in DL(2022)39]

Review

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

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

Eligible mileage

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

Table 8
Eligible mileage

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

Passenger rate

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

Reserve rate of reimbursement

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

- if an employee unreasonably declines the employers' offer of a lease vehicle:

  - in determining reasonableness the employer and employee should seek to reach a joint agreement as to whether a lease vehicle is appropriate and the timeframe by which the new arrangements will apply. All the relevant circumstances of the employee and employer will be considered including an employees' personal need for a particular type of car and the employers' need to provide a cost effective option for business travel;

  - if the employee's circumstances subsequently change the original decision will be reviewed. The agreed principles underlying local lease vehicle policies are in Annex 13;

- when employees are required to return to work or work overtime in line with Section 3 on any day, and incur additional travel to work expenses on that day. This provision will apply if the employee chooses to be paid for the extra hours or takes time off in lieu (TOIL – see Section 3);

- when a claim for excess mileage is made in situations where there is a compulsory change of base, either permanent or temporary, resulting in extra daily travelling expenses. The period of payment will be for local partnerships to determine, subject to a maximum period of 4 years from the date of transfer. (For those employees using public transport see paragraph 17.25);

- if an employee uses his or her own vehicle when suitable public transport is available and appropriate in the circumstances, subject to a maximum of the public transport cost which would have been incurred (see paragraph 17.7) and the rules on eligible miles in paragraph 17.15 and Table 8.

Attendance on training courses

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

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

"Out of pocket" expenses in respect of business travel

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

Other allowances

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

Transporting equipment

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

- the equipment exceeds a weight which could reasonably be carried by hand; or

- the equipment cannot be carried in the boot of the vehicle and is so bulky as to reduce the seating capacity of the vehicle.

Pedal cyclists

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

Public transport

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

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

Section 18: 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 meal 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.

Unplanned duties allowance

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 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

19.1 Other terms and conditions, not covered in this handbook, will be determined and agreed locally in partnership with staff representatives.[1]

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 organizational change or 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.

Section 20: Mutually Agreed Resignation Scheme – Principles

[This section does not apply in Scotland. See the master copy of the Agenda for Change Handbook on the NHS Employers website for the provisions in place in the rest of the UK.]

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

[This issue is covered in Scotland by the NHS Scotland's Whistleblowing Workforce Policy which can be found here.

All of NHS Scotland's Workforce Policies can be found here.

See the master copy of the Agenda for Change Handbook on the NHS Employers website for the provisions in place in the rest of the UK.]

Section 22: Injury allowance

22.1 This section contains provision for an injury allowance to be paid to eligible employees[1] 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 and Annex 26[2]. 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.[3] 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.

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[1] 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.

[2] This issue is covered in Scotland by the NHS Scotland Managing Health at Work Workforce Policies which can be found here.

[3] See the question and answer guidance in Annex 28.

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

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

Scale of injury allowance

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

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

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

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

Payment period

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

Using injury allowance to support return to work

22.13 Eligible employees who make a phased return to work can receive the injury allowance as a pay top up to 85 per cent of pay as defined in paragraph 14.4, 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.

Section 23: Child bereavement leave

23.1 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.

23.2 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).

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

23.4 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.

23.5 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.

23.6 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.

23.7 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.

23.8 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.

23.9 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.

23.10 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.

Note: In Scotland, this section should be read in conjunction with the most up to date NHS Scotland Workforce Policies, which can be found here.

Section–24

(Unallocated)

PART 4: EMPLOYEE RELATIONS

4

Part 4: Employee relations

Section 25: Time off and facilities for trades union representatives

[This issue is covered in Scotland by the NHS Scotland's Facility Arrangements for Trade Unions and Professional Organisations Workforce Policy which can be found here.

All of NHS Scotland's Workforce Policies can be found here.

See the master copy of the Agenda for Change Handbook on the NHS Employers website for the provisions in place in the rest of the UK.]

Section 26: Joint consultation machinery

[This issue is covered in Scotland by the NHS Scotland's Staff Governance Standard which can be found here.

Information about Staff Governance more generally can be found here.

See the master copy of the Agenda for Change Handbook on the NHS Employers website for the provisions in place in the rest of the UK.]

Section 27: Working time regulations

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

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

Exceptions

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

27.4 Regulation 18 of the Working Time Regulations states:

> "Regulations 4(1) and (2), 6(1), (2) and (7), 7(1), and (6), 8, 10(1), and 11(1) and (2), 12(1), 13 and 16 do not apply …
>
> (c) where characteristics peculiar to certain specified services such as the armed forces or the police, or to certain specific activities in the civil protection services, inevitably conflict with provisions of these Regulations."

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

Protection

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

Records

27.7 Employers must keep records, which will be available to locally recognised unions, which are adequate to ensure that the limits specified in paragraph 27.9 (maximum working weekly 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 effect on-call payments (see also paragraph 27.8 and Sections 2 or 2(a) (England and Wales) 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 5 am. 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.

Note: Further information on Working Time Regulations in Scotland can be found in HLD(2003)3, available here.

[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).

Sections 28 and 29

(Unallocated)

PART 5: EQUAL OPPORTUNITIES

5

Part 5: Equal opportunities

Section 30: General equality and diversity statement

[This issue is covered in Scotland by the Equality, Diversity and Human Rights PIN Policy which can be found here.

All of NHS Scotland's Workforce Policies can be found here.

See the master copy of the Agenda for Change Handbook on the NHS Employers website for the provisions in place in the rest of the UK.]

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 the development of skills should apply, regardless of hours worked or any other non-standard term in the contract of employment.

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

Job and person specifications

31.5 Before any decision is made to advertise a job, NHS employers should decide that a real vacancy exists and should be clear about the requirements of the job. Opportunities for flexibility, as set out in Section 34[1], 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 should 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)

[1] In Scotland, this issue is covered by the Supporting the Work-Life Balance Workforce Policies which can be found here.

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 equal opportunities 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 auditing 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.

Section 32: Dignity at work

[This issue is covered in Scotland by the NHS Scotland's Staff Governance Standard which can be found here. And by the Dignity at Work Project, information on which can be found here.

Information about Staff Governance more generally can be found here.

See the master copy of the Agenda for Change Handbook on the NHS Employers website for the provisions in place in the rest of the UK.]

Section 33: Balancing work and personal life

[This issue is covered in Scotland by the Supporting the Work-Life Balance Workforce Policies which can be found here.

All of NHS Scotland's Workforce Policies can be found here.

See the master copy of the Agenda for Change Handbook on the NHS Employers website for the provisions in place in the rest of the UK.]

Section 34: Employment break scheme

[This issue is covered in Scotland by the Career Break Workforce Policy which can be found here.

All of NHS Scotland's Workforce Policies can be found here.

See the master copy of the Agenda for Change Handbook on the NHS Employers website for the provisions in place in the rest of the UK.]

Sections 35–39

(Unallocated)

PART 6: OPERATING THE SYSTEM

6

Part 6: Operating the system

Section 40: National bodies and procedures

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

- the NHS Staff Council
- NHS Pay Review Bodies

The NHS Staff Council

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

40.3 Its remit includes:

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

40.4 The NHS Staff Council will not negotiate pay settlements. However, the Government, employers and representatives of staff organisations, may initiate consultation in the Council where they believe recommendations by the NHS Pay Review Body may have brought pay out of line, for jobs of broadly equal weight, in a way which may not be justifiable under the relevant legislation. The NHS Staff Council may then draw this to the attention of the NHS Pay Review Body to consider possible corrective action.

40.5 The four UK Health Departments, all organisations representing NHS employers and all the nationally recognised staff organisations should have the right to be represented in this forum.

40.6 The NHS Staff Council will operate in a spirit of social partnership and will have joint chairs, one from representatives of staff organisations and one from representatives of employers. When both chairs are present, the functional chair will alternate each year.

40.7 There will be sufficient permanent members to ensure representation of all the groups described in paragraph 40.5. (Irrespective of the number of permanent members, decisions may only be reached by agreement between the two representative groups). Meetings of the Council will be hosted by agreement between the two representative groups, and the expenses of individual members will be borne by the organisations nominating them.

40.8 The employer representatives will include the employer representatives' chair and representatives of the UK Health Departments, the NHS Confederation, the Ambulance Services Association, and other employer representatives, including a primary care representative, a health authority or health board nominee and a representative of NHS foundation trusts. The employer representatives may invite one or more additional persons who appear to them to have special expertise or involvement in any of the items under discussion, to attend for the discussion of those items.

40.9 The staff representatives should both reflect membership in the NHS but also make some provision to ensure that smaller staff organisations have a voice in the system. The weighting of membership among the staff representatives will be a matter for them to determine. The staff representatives may invite one or more additional persons who appear to them to have special expertise or involvement in any of the items under discussion, to attend for the discussion of those items.

40.10 The NHS Staff Council will not consider individual cases, which will continue to be resolved at individual employer level.

40.11 The NHS Staff Council will be scheduled to meet at least twice yearly but meetings may be cancelled by agreement if there is not enough business to justify a meeting.

40.12 The NHS Staff Council may form sub-groups to discuss analysis, evidence and issues with significant implications for a particular group, or to oversee particular parts of the system and make recommendations on them to the Council.

40.13 All decisions of the Council will require the formal agreement of the Secretary of State for Health and the Ministers of Health for Scotland, Northern Ireland and the National Assembly for Wales. Decisions of

the NHS Staff Council will be reached by agreement of both employer and staff representatives.

40.14 An executive committee of the NHS Staff Council will meet at least four times a year, or more frequently if agreed necessary, to take forward the day-to-day business of the Council and to hear reports from any technical working groups that may be established.

40.15 The staff organisations with national recognition for the purposes of the NHS Staff Council are:

- 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)
- The Federation of Clinical Scientists (FCS)
- The Royal College of Midwives (RCM)
- The Royal College of Nursing (RCN)
- The Society of Radiographers (SoR)
- 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, Social Services and Public Safety in Northern Ireland.

40.17 The NHS pay review bodies are independent.

NHS Pay Review Body[1]

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

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

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

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

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

40.23 Where higher awards to particular groups are justified by reference to material factors, the additional award should be separately identifiable and may typically take the form of a recruitment and retention premium. Any such additions should be periodically reviewed by the NHS Pay Review Body and may, over time, be adjusted or withdrawn to reflect changes in the relevant material factors. For instance, in the scale of labour market pressures and their impact on recruitment and retention.

Review Body on Doctors' and Dentists' Remuneration

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

Implementation of review body recommendations

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

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[1] Since 2018, pay for Agenda for Change staff in Scotland has been decided through collective bargaining and NHS Scotland's relationship to the NHS Pay Review Bodies is currently under review.

Sections 41–46

(Unallocated)

PART 7: MAINTENANCE

7

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 attached at Annex 19, in the case of disagreements over decisions on job profile matching or local job evaluations, based on the protocols set out in the Job Evaluation Handbook (third edition) 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.

ANNEXES

Annexes

Annex 1

NHS Employers

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

England

NHS Trusts including Foundation Trusts
Clinical Commissioning Groups
Special Health Authorities
NHS Commissioning Board (NHS England)
Monitor (NHS
Improvement)
NHS Trust Development Agency (NHS Improvement)
The Health and Social Care Information Centre (NHS Digital)
National Institute for Health and Care Excellence
Health Education England
Health Research Authority
NHS Blood and Transplant
NHS Business Service Authority
NHS Counter Fraud Authority
NHS Resolution

Northern Ireland

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

Scotland

Health Boards
Special Health Boards

Wales

NHS Trusts
Local Health Boards
Special Health Authorities

[The following is the Scottish version of this Annex. It differs from the version applicable in other parts of the UK. See the master copy of the Agenda for Change Handbook on the NHS Employers website for the provisions in place in the rest of the UK.]

Annex 2: Pay bands and pay points in Scotland

Pay arrangements for Scottish Agenda for Change staff for 2025-26 and 2026-27 can be found here.

[The following is the Scottish version of this Annex. It differs from the version applicable in other parts of the UK. See the master copy of the Agenda for Change Handbook on the NHS Employers website for the provisions in place in the rest of the UK.]

Annex 3: Pay bands and pay points in Scotland since 2004

1. This Annex is an archive of pay bands and pay points in Scotland since 1 October 2004.

2. Table 9 indicates pay points agreed on the effective date of the Agenda for Change system - 1 October 2004

3. Subsequent pay points can be found within the relevant pay circulars for that year as follows: 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026.

Table 9
Pay bands and pay points from 1 October 2004

Point	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8				Band 9
								Range A	Range B	Range C	Range D	
1	11,135	*11,135**										
2	11,508	11,508	*11,668**									
3	11,827	11,827										
4	12,147	12,147	*12,147**									
5		12,520										
6		12,893	*12,733**									
7		13,266	13,266	*13,479**								
8		13,745	13,745									
9		14,278	14,278	*14,278**								
10			14,598									
11			15,024	*14,811**								
12			15,504	15,504								
13			15,877	15,877	*15,877**							
14				16,463	*16,516**							
15				17,049	*17,049**							
16				17,581								
17				18,114	18,114							
18				18,647	18,647	*18,913**						
19					19,180							
20					19,819	*19,819**						
21					20,458							
22					21,044	*20,778**						
23					21,630	21,630						
24					22,483	22,483	*22,057**					
25					23,442	23,442	*23,442**					
26						24,401						
27						25,253	*24,827**					
28						26,106	26,106					
29						26,958	26,958					
30						27,917	27,917					
31						29,302	29,302					
32							30,155	*30,155**				
33							31,114	*31,114**				
34							32,179	*32,179**				
35							33,298	33,298				
36							34,417	34,417	*34,417**			
37								35,802	*35,802**			
38								37,187	*37,187**			
39								38,786	38,786			
40								39,958	39,958	*39,958**		
41									41,982	*41,982**		
42									44,326	*44,326**		
43									46,671	46,671		
44									47,949	47,949	*47,949**	
45										50,080	*50,080**	
46										52,425	*52,425**	
47										55,941	55,941	
48										57,539	57,539	*57,539**
49											59,937	*59,937**
50											62,867	*62,867**
51											66,063	66,063
52											69,260	69,260
53												72,584
54												76,068
55												79,720
56												83,546

*Pay rates in italic are special transitional points which apply only during assimilation to the new system. They are shown here for convenience. They are explained more fully in Section 46.

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 Sections 2 or 2(a) (England and Wales) 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 II: 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 psychotherapists	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

Annex 5: Provisions for unsocial hours payments for ambulance staff

[This Annex does not apply in Scotland. See the master copy of the Agenda for Change Handbook on the NHS Employers website for the provisions in place in the rest of the UK.]

Annex 6: Provisions for unsocial hours payments for ambulance staff (Examples)

[This Annex does not apply in Scotland. See the master copy of the Agenda for Change Handbook on the NHS Employers website for the provisions in place in the rest of the UK.]

Annex 7: Good practice guidance on managing working patterns

[This issue is covered in Scotland NHS Scotland's Supporting the Work-Life Workforce Policies which can be found here. And the Staff Governance Standard which can be found here.

All of NHS Scotland's Workforce Policies can be found here.

See the master copy of the Agenda for Change Handbook on the NHS Employers website for the provisions in place in the rest of the UK.]

Annex 8: High cost area payment zones

[This Annex does not apply in Scotland. See the master copy of the Agenda for Change Handbook on the NHS Employers website for the provisions in place in the rest of the UK.]

Annex 9: High cost area supplements

[This Annex does not apply in Scotland. See the master copy of the Agenda for Change Handbook on the NHS Employers website for the provisions in place in the rest of the UK.]

Annex 10: Local recruitment and retention premium criteria

1. To ensure consistency in the application and payment of recruitment and retention premia, local employers should adhere to the following protocol.

Recruitment

2. All new vacancies should be advertised in relevant local, regional, national and/or professional media.

3. Where adverts have produced no suitable applicants, HR personnel service/department managers and staff representatives should consider the reasons for this. Account should be taken of the number of applicants, relevant national vacancy data and local labour market information, the media used and any non-pay improvements which could be made to the employment package (e.g. training opportunities, childcare, relocation), or any expected increase in the supply of staff suitable for the post.

4. If it could be reasonably assumed that vacancies could be filled through, for example, advertising in different media or by waiting for an expected increase in supply (for example from new trainees) then vacant posts should be re-advertised.

5. However, if on the basis of paragraphs 2 and 3, it is decided that the vacancy problem can be addressed most effectively only through payment of a recruitment and retention premium, the employer should decide in partnership with local staff representatives whether the problem is likely to be resolved in the foreseeable future (in which case any premium should be short-term) or whether it is likely to continue indefinitely (in which case any premium should be long-term (see Section 5).

6. The employer should then consult with neighbouring employers staff organisations and other stakeholders, before implementing any premium.

Retention

7. Before consideration is given to paying recruitment and retention premia to increase retention of staff, HR personnel, service/department heads and relevant staff representatives should ensure non-pay benefits (e.g. childcare support, training and development) are sufficiently developed. Where possible, local turnover rates should be compared with national rates. Employers are also advised to undertake regular exit surveys to assess how far pay is a factor in employees'

decisions to leave the organisation.

8. However, if it is decided that a retention problem can be addressed most effectively only through payment of a recruitment and retention premium, the employer should decide whether the problem is likely to be resolved in the foreseeable future (in which case any premium should be short-term) or whether it is likely to continue indefinitely (in which case any premium should be long-term (see Section 5).

9. The employer should then consult with neighbouring employers relevant staff organisations and other stakeholders.

Review

10. Once recruitment and retention premia are awarded, they should be reviewed annually. This review should be done by HR personnel, relevant service/department heads and staff representatives.

11. The review should consider, amongst other factors:
    - how far the recruitment and retention premia have allowed the NHS organisation to reduce its vacancy rates and turnover;
    - the likely impact on vacancies of removing or reducing a recruitment and retention premium;
    - any changes in labour market circumstances.

12. The principle consistent with equal pay for work of equal value should be that where the need for a recruitment and retention premium is reduced or has ended, short-term premia should be reduced or withdrawn as soon as possible, consistent with the protection period in Section 5. Long-term premia should be adjusted or withdrawn for anyone offered a qualifying post after the decision to withdraw or reduce the premium has been made.

Note: The procedure for applying for RRPs in Scotland is set out in PCS(AFC)2025/03 which can be found here.
Pay and terms and conditions circulars for Scotland can be found on the Scottish Health on the Web (SHOW) website here.
And guidance agreed by the Scottish Terms and Conditions Committee can be found here.

Annex 11: Additional freedoms for NHS foundation trusts and other trusts with earned autonomy in England

[This Annex does not apply in Scotland. See the master copy of the Agenda for Change Handbook on the NHS Employers website for the provisions in place in the rest of the UK.]

Annex 12: Motoring costs

1. **This annex is effective from 1 July 2013.** Each year the Automobile Association Trust (AA) produces illustrative guides of motoring costs. These set out the elements of costs involved in running a car for a typical car owner using his or her vehicle for normal "domestic" purposes e.g. travel to and from work, shopping trips and holidays. The NHS Staff Council has used this as the source of its estimates of the costs of business mileage.

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

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.

[Note that the rates in the table below have been superseded by the rates specified in DL(2022)39 until a revised approach is agreed by the UK Staff Council]

Table 17

Motoring costs as at 1 April 2014

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	33.37
	Running costs		
Row 7	Fuel		13.87
Row 8	Tyres		2.00
Row 9	Service labour costs		2.19
Row 10	Replacement parts		2.39
Row 11	Total of running costs		20.45
Row 12	**Total of standing charges and running costs up to 3,500 miles per year**		55.81 (56 pence rounded; i.e. to obtain the whole pence values in Table 8 in Section 17, 0.5 pence and above is rounded up. Lower figures are rounded down).
Row 13	**After 3,500 miles per year**		20.45 (20 pence rounded; see note above).

[Note that the rates set out above are currently subject to a 5p premium in Scotland as set out in DL(2022)39]

8. There are two types of motoring costs:

- standing charges: the costs of keeping a vehicle on the road including depreciation, tax, insurance, breakdown cover and the loss of interest on capital (money) which may otherwise be invested if it had not been spent on the vehicle; and

- running costs: fuel, tyres, servicing and repair costs, parking and tolls.

9. The figures in the AA guides are:

- based on how much it is likely to cost the average private car user to run a petrol or diesel powered car;

- based on the purchase price of a new car, which is replaced after 5 years;

- based on an analysis of the running costs of the 60 top selling models in the UK car market.

Motor cycles

10. The NHS Staff Council has agreed that the standard rate of reimbursement for motor cycle users in Table 7 will be 50 per cent of the unrounded rate for car users in row 12 in Table 17. This rate will apply to all eligible miles travelled (see paragraph 17.15 and Table 8). Paragraphs 12 to 15 explain how rates will be reviewed.

Reserve rate

11. The NHS Staff Council has agreed that the reserve rate in column 4 of Table 7 will be 50 per cent of the unrounded value of the standard rate for car users in row 12 in Table 17. This rate will apply to all eligible miles travelled (see paragraph 17.15 and Table 8). Paragraphs 12 to 15 explain how rates will be reviewed.

Review

12. The NHS Staff Council will review the standard rate in Column 2 in Table 7 twice each year. The first review will take place soon after the new AA guides to motoring costs are published, normally in April or May. Each item of cost in Table 17 will be updated using the appropriate new values in the latest AA guides. The new unrounded value in row 12 in Table 17 will be compared with the unrounded value in the same row at the time of the last change in the standard rate of reimbursement (Column 2, in Table 7 in Section 17). If the difference between these two values is 5 per cent or greater, up or down, the standard rate of reimbursement will change in line with the new value in

row 12 in Table 17. Rounding, as described in row 12 in Table 17, to obtain the new whole number values for Table 7, will be the last procedure to be performed. If a change in the standard rate of reimbursement is produced by this procedure the rate for motor-cyclists in Column 4, in Table 7 in Section 17 and the reserve rate will also be reviewed, in line with the provisions in Section 17.

13. If there is a change in the standard rate of reimbursement (Column 2 in Table 7) the rate in column 3, for mileage over 3,500 miles per year, will be adjusted in line with the new value in row 13 in Table 17 and the provisions in Section 17. Rounding, as described in row 12 in Table 17, to obtain the new whole number values for Table 7, will be the last procedure to be performed.

14. A second review of the rate in Column 2 in Table 7 will take place in November each year. This check will look at the average fuel price in the twelve month period ending in October. The value of the entry in row 7 in Table 17 will be updated using information published by the AA on the average price of fuel in the twelve month period ending in October. The new unrounded value in row 12 in Table 17 will be compared with the unrounded value in row 12 at the time of the last change in the standard rate of reimbursement (Column 2, in Table 7, in Section 17). If the difference between these two values is 5 per cent or greater, up or down, the standard rate of reimbursement will change in line with the new value in row 12 in Table 17. If a change in the standard rate of reimbursement is produced by this procedure the rate for motor-cyclists in Column 4 in Table 7 and the reserve rate in Column 4 will also be reviewed, in line with the provisions in Section 17. Rounding, as described in row 12 in Table 17, to obtain the new whole number values for Table 7, will be the last procedure to be performed.

15. If there is a change in the standard rate of reimbursement (Column 2 in Table 7) as a result of this second review, the rate in column 3 for mileage over 3,500 miles per year will be reviewed in line with the provisions in Section 17. Rounding, in line with the note in row 12 in Table 17, will be the last procedure to be performed.

Annex 13: Lease vehicle policies

1. **This Annex is effective from 1 July 2013.** In the NHS the default position is that employees use their own vehicles for travel in the performance of their duties, except where the employer has made specific alternative provision. This Annex refers to vehicles provided to employees under a lease agreement, allowing them to use the vehicle for both NHS business and private purposes. Also, it refers to vehicles leased or owned by the employer and made available to employees for NHS business use only.

2. The details of written lease vehicle policies, will be for local partnerships to design and agree.

3. The possibility of using a lease vehicle should be considered whenever it is expected that the business miles travelled in a year will exceed 3,500 miles.[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:

[1] See the question and answer guidance in Annex 28.

- 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.

"Pooled vehicles"

10. Sometimes local partnerships find it convenient to have one or more vehicles readily available for business use, by a number of employees. These vehicles are owned by the employer. They are not allocated to an individual employee and they are only available for business use. Provision of "pooled" vehicles is an important part of local travel policies. The arrangements are for local determination, in partnership.

“Hire vehicles”

11. Local partnerships should agree the circumstances in which hire facilities are to be used and the arrangements for reimbursing employees the costs they incur.

12. The use of pooled, hire and lease vehicles and the reimbursement of associated costs, will be in line with rigorous principles of effective and prudent use of public money, the NHS Carbon Reduction Strategy in England and its equivalents in the other UK countries.

NHS Carbon reduction strategies

13. The NHS carbon reduction strategies set out how and why the NHS can and should make an important contribution to the ambition of making us a low carbon society. The main ambition is that the NHS should reduce 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.

Annex 14: Subsistence allowances

Schedule of recommended allowances

1. 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).

2. Meals Allowance

   Per 24 hour period: £20.00

3. Night allowances in non-commercial accommodation

   Per 24 hour period: £25.00

4. Night Allowances: after first 30 nights

   Maximum amount payable: £35.00

5. 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

6. Incidental Expenses Allowance (this allowance is subject to a tax liability)

   Per 24 hour period: £4.20

7. Late Night Duties Allowance (this allowance is subject to a tax liability)

   Per 24 hour period: £3.25

Annex 15: Unallocated

Annex 16: Coverage of NHS Pay Review Body (NHSPRB)

The NHSPRB's recommendations currently apply to all staff employed in the NHS on the pay spine and pay bands in Annexes B and C, 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).[1]

[1] Since 2018, pay for Agenda for Change staff in Scotland has been decided through collective bargaining and NHS Scotland's relationship to the NHS Pay Review Bodies is currently under review.

IMPLEMENTATION ANNEXES

Implementation annexes

Annex 17: Classification of leads and allowances (listed by staff group)

Leads and allowances which relate to job weight as valued in the Job Evaluation Scheme are:

Maintenance staff
Work in exceptional conditions
Care of patients allowance
Working with psychiatric patients allowance
Use of special equipment allowance
Smallpox and typhus

Ambulance staff
Extended trained staff – paramedic allowances

Ambulance officers and control room assistants
Extended trained staff – paramedic allowances

Ancillary staff
Care of patients allowance
Foul linen payments
Qualification allowances
Instructional pay
Local flexibility additions e.g. slaughtering, post mortem fees, boiler scaling and flue cleaning and stoving

Administrative and clerical staff
ADP allowances
Proficiency allowances
Pricers' allowance (PPA staff only)
Computer assisted pricing allowance (PPA staff only)
Authorising clerks allowance (Dental Practice Board only)

Nursing and PAMs staff

Treatment of sexually transmitted diseases (nurses)
Nursing of patients with infectious communicable diseases (nurses)
Student training allowance (PAMs)
Radiation protection supervisors' allowance (PAMs)
Designated district physiotherapists (PAMs)
Responsibility allowance for teacher principals in NHS schools of chiropody (PAMs)
Blood transfusion team leaders' allowance (nurses)
Geriatric lead (nurses)
Psychiatric lead (nurses)

Allowances which relate to unsocial and flexible working patterns are:

Maintenance staff

On-call
Re-call to work
Rotary shifts
Alternating shifts
Night duty allowance

Ambulance Staff

Stand-by
Re-call to work

Ambulance officers and control room assistants

Stand-by (ambulance officers only)
Re-call to work
Rotary shifts (control assistants only)
Alternating shifts (control assistants only)
Night duty allowance (control assistants only)
Weekend working (control assistants only)
Unsocial hours (ambulance officers only)

Ancillary staff

On-call
Re-call to work
Rotary shifts
Alternating shifts
Night duty allowance

Administrative and clerical staff

On-call
Stand-by
Shift payment
Night duty allowance

Nursing and PAMs staff

On-call
Stand-by
Special duty payments
Sleeping in allowance (nurses)

PTB and S&P staff

On-call (PTB)
Emergency duty commitments allowance (pharmacists)
S&P unsocial hours payments (locally determined)

Leads and allowances which relate to recruitment and retention premia are:

Chaplains' accommodation allowance
Special hospital lead
Regional secure unit lead

Annex 18: Withdrawal of nationally agreed recruitment and retention premia and transitional arrangements

1. In the transitional period following the introduction of Agenda for Change, a list of jobs was agreed for which there was prima facie evidence from both the work on the job evaluation scheme and consultation with management and staff representatives, that a premium was necessary to ensure the position of the NHS was maintained during the transitional period. The jobs concerned are listed in Table 18.

Table 18

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 should cease after 31 March 2011 or be converted to a local RRP where appropriate.

Transitional arrangements

6. All NRRP should cease for new starters from 1 April 2011 or be replaced by a local RRP where considered 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 the NRRP.

Annex 19: Local appeals procedures

[This issue is covered in Scotland by the NHS Scotland Grievance Policy which can be found here. And the Staff Governance Standard which can be found here.

All of NHS Scotland's Workforce Policies can be found here.

See the master copy of the Agenda for Change Handbook on the NHS Employers website for the provisions in place in the rest of the UK.]

Annex 20: 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 that 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 the 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 jobs 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 that the role is of sufficient size to move to the next pay band (pay band 6) this should be effected 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.[1]

[1] See the question and answer guidance in Annex 28.

Annex 21: Arrangements for pay and banding of trainees

1. The NHS has a wide range of people described as trainees, working and studying within its services. The arrangements set out below describe how those trainees employed by the NHS should be 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[1] 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.

1. 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.

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.

6. For trainees covered by paragraph 4(ii) above, where periods of training last for between one and four years, pay will be adjusted as follows:

   (i) up to one year (365 days) prior to completion of training: 75 per cent of the pay band maximum of the fully qualified rate;

   (ii) more than one (366 days+) 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.

7. The above is defined as the standard period of training. Where circumstances arise within the training period which may necessitate an extended period of training (e.g. sick leave, repetition of learning modules) this will be the subject of discussion between the employee and employer in terms of approval of this extension in the normal manner.

8. Starting pay for any trainee must be no less than the rate of the Scottish Living Wage. Where the calculation above results in the Scottish Living 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 of a four year training period would be the value of 65 per cent of the pay band maximum, minus 60 per cent of pay band maximum.

9. Where an existing substantive employee of the employing NHS Board moves to undertake a training role and this would result in a reduction in earnings, the following arrangements will apply. The individual will remain on their existing band and earnings level, including any incremental progression and pay award uplifts, until the conclusion of their training period. The earnings level will include rostered shift allowances/unsocial hours and will be agreed in advance with the trainee. Normal rules such as PAIAW will apply.

10. In circumstances where the trainee's earnings (as per paragraph 6 above) become greater than the protected earnings applied in line with paragraph 9 above, the trainee will revert to the appropriate salary/earnings, as per paragraph 6.

11. On assimilation to a substantive pay band following completion of training, the trainee should be placed on the next pay point of the appropriate band which provides an increase in salary, taking into account their earnings as a trainee at completion of their training.

12. If there are exceptional situations within Boards where Annex 21 may be in use for Modern Apprenticeship roles, this should continue on an interim basis. Any future guidance or framework for Modern Apprentices will be considered for implementation as this becomes available.

Annex 22: NHSScotland Workforce Polices

Scotland's Partnership Information Network (PIN) polices have been refreshed and have been replaced by the NHSScotland Workforce Polices. These are listed below:

- Adoption, Fostering and Kinship
- Adverse Weather
- Alcohol and Other Substances
- Attendance
- Breastfeeding
- Bullying and Harassment
- Capability
- Career Break
- Conduct
- Control of Substances Hazardous to Health (COSHH)
- Employment Checks
- Facilities Arrangements for Trade Unions and Professional Organisations
- Fixed-term Contract
- Flexible Work Location
- Flexible Work Pattern
- Gender-based Violence
- Grievance
- Lone Working
- Manual Handling
- Maternity
- Menopause and Menstrual Health
- New Parent Support
- Parental Leave
- Personal Development Planning and Performance Review (PDPR)
- Redeployment
- Retirement
- Secondment
- Shared Maternity and Shared Adoption
- Smoking and Vaping
- Special Leave
- Whistleblowing
- Work-related Driving
- Work-related Stress
- Work-related Violence and Aggression

The following additional documents have also been created:

- NHSScotland Workforce Policies Investigation Process
- NHS Scotland Racism Guide
- NHS Scotland Guide to Reasonable Adjustments
- NHS Scotland Sexual Harassment Guide

Please note that work to produce a new Embracing equality diversity and human rights PIN policy is currently paused pending publication of the revised Equality and Human Rights Commission (EHRC) Code of Practice.

Annex 23 (England and Wales): Pay progression

[This Annex does not apply in Scotland. See the master copy of the Agenda for Change Handbook on the NHS Employers website for the provisions in place in the rest of the UK.]

Annex 24 (England and Wales): Guidance on workforce re-profiling

[This Annex does not apply in Scotland. See the master copy of the Agenda for Change Handbook on the NHS Employers website for the provisions in place in the rest of the UK.]

Annex 25: Arrangements for general and public holidays over the Christmas and New Year holiday periods

Table 19

When 25 December falls on a Friday		
Friday 25 December	The provisions for work on a public holiday apply	Except that any employee working on 25, 26 and 28 December will be entitled to two public holidays. Any employee working on all four of these days will be entitled to a maximum of two public holidays and one "Sunday".
Saturday 26 December	The provisions for work on a public holiday apply	
Sunday 27 December	The provisions for work on a Sunday apply	
Monday 28 December	The provisions for work on a public holiday apply	
Friday 1 January	The provisions for work on a public holiday apply	

Table 20

When 25 December falls on a Saturday		
Saturday 25 December	The provisions for work on a public holiday apply	Except that any employee working on 25, 27 and 28 December will be entitled to a maximum of two public holidays. Any employee working on 25, 26 and 27 December or on 26, 27 and 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 and 3 January will be entitled to a maximum of one public holiday. Any Employee working on all three of these days will be entitled to one public holiday and one "Sunday".
Sunday 2 January	The provisions for work on a Sunday apply	
Monday 3 January	The provisions for work on a public holiday apply	

Table 21

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 holidays 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

Annex 26: Managing sickness absences – developing local policies and procedures

[This issue is covered in Scotland by the NHS Scotland Attendance Policy which can be found here.

All of NHS Scotland's Workforce Policies can be found here.

See the master copy of the Agenda for Change Handbook on the NHS Employers website for the provisions in place in the rest of the UK.]

Annex 27: Principles and best practice of partnership working

[This issue is covered in Scotland by the NHS Scotland Staff Governance Standard which can be found here.

All of NHS Scotland's Workforce Policies can be found here.

See the master copy of the Agenda for Change Handbook on the NHS Employers website for the provisions in place in the rest of the UK.]

Annex 28: Guidance on frequently asked questions (faqs)

1. The Agenda for Change partners will make every effort to continue to support, encourage and promote a partnership approach to the operation of the pay system at local level.

2. The agreement to work in partnership to deliver an NHS pay system which supports NHS service modernisation and meets the reasonable aspirations of staff should, therefore, be replicated at local level.

3. This guidance has been jointly agreed in partnership by the NHS Staff Council Executive and is intended to help in situations where, locally, the joint partners have not so far been able to agree a suitable way forward. These answers reflect the final Agenda for Change agreement. They were previously published on the Agenda for Change website.

4. Questions relating to the NHS job evaluation scheme are in the NHS Job Evaluation Handbook.

Part 2: Pay
Part 2: Section 1: Pay Structure
Paragraph 6
Footnote number 1

Where a post holder's role has been determined (based on one contract of employment) and it includes specialist responsibilities – is it permissible for an employee to be paid at the specialist pay band on days when they do specialist duties and at a lower pay band when they do not?

No, the higher specialist pay band applies for all of their service. If you have any queries about specific circumstances, please contact the Joint Secretaries."

Part 3: Terms and conditions
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 judgments 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]; Köbler [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.

Part 3: Terms and conditions

Part 3: Section 12: Contractual continuity of service

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 (12.1 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 twelve-month period.

Part 3: Section 13: Annual leave and general public holidays

Paragraph 4

Footnote number 2

Does paragraph 13.4 provide an entitlement to equivalent time off at plain time rates, plus the appropriate payment, on top of the standard entitlement to 8 general and public holidays (see table 6)?

No – paragraph 13.4 preserves the right to 8 general public holidays. It does not provide additional entitlements.

Part 3: Section 13: Annual leave and general public holidays

Paragraph 4

Footnote number 3

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 Q and A.

Part 3: Section 13: Annual leave and general public holidays

Paragraph 5

Footnote number 4

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 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 more or less leave than colleagues on standard shifts*." This applies to all staff working standard shifts other than 7½ hours, excluding meal breaks.

Further guidance with regard to Annual Leave policy in Scotland is set out in PCS(AFC)2025/06, which can be found here.
Pay and terms and conditions circulars for Scotland can be found on the Scottish Health on the Web (SHOW) website here.
And guidance agreed by the Scottish Terms and Conditions Committee can be found here.

Part 3: Section 14: Sickness absence

Paragraph 4

Footnote number 1

Are on-call allowances and on-call payments included in pay during sickness absence?
Paragraph 14.4 allows regularly paid supplements to be included in pay during sickness absence. This will include on-call allowances and on-call payments where these are normally paid at regular intervals. An allowance which is paid only occasionally will not count.

Part 3: Section 19: Other terms and conditions

Paragraph 1

Footnote number 1

What happens to "MUFTI" allowances in Agenda for Change?
There is no national provision for this within Agenda for Change. MUFTI is not part of the evaluation scheme and is, therefore, not an allowance replaced by the scheme. It is our view that any discussion on the provisions of MUFTI allowances are for local partnerships. The partners to any such discussion should give careful consideration to the equal pay implications of any MUFTI provisions that they might contemplate.

Part 3: Section 19: Other terms and conditions

Paragraph 1

Footnote number 1

What happens when local partnerships are not able to reach agreement on "other" terms and conditions of service not covered in the NHS Terms and Conditions of Service Handbook (see paragraph 19.1)?
Paragraph 19.1 of the Handbook states "*Other terms and conditions not covered in this Handbook will be determined locally following consultation with staff representatives with a view to reaching agreement on such terms and conditions or any changes to them (see Annex 15).*" In the absence of a local agreement the previous contractual arrangements for those on national contracts will apply.

Part 3: Section 22: Injury allowance

Paragraph 4

Footnote number 2

What guidance will be produced on how sickness and injury is judged to be work related?

Section 22 of the NHS terms and conditions of service handbook says that *the attribution of injury, illness or other health condition will be determined by the employer who should seek appropriate medical advice.* Accompanying Section 22 the Staff Council has published *Supporting guidance for the introduction of the new injury allowance*.

Annexes: Annex 13: Lease vehicle policies

Paragraph 3

Footnote number 1

What happens if an employer's offer of a lease car is dependent on the employee also accepting a salary sacrifice scheme?

The national agreement does not mention this situation in Annex 13. Local partnerships looking to link lease cars and salary sacrifice schemes should consider carefully the future implications for pay and tax. Salary sacrifice depends on remuneration being given up before it is treated as received for tax and NICs and it must be that the employee receives lower cash remuneration and a benefit. Salary sacrifice may impact on an employee's pay and conditions such as maternity and paternity pay as well as sickness entitlement and pensionable pay. It can also affect state benefits, including pension and tax credits. Whilst there may be mutual benefits to employers and employees in agreeing salary sacrifice, due to their impact it would not be reasonable to treat a refusal to accept a lease car on such terms as an unreasonable refusal. In these circumstances staff should be reimbursed to the standard rate for miles travelled. Information about salary sacrifice is on the HMRC web site including the advice that local partnerships of employers and employees *". . . . would be well advised to obtain legal advice on whether their proposed arrangements achieve their desired result".*

Implementation annexes: Annex 20: Development of professional roles

Paragraph 3

Footnote number 1

Does the provision for movement into pay band 6 apply to staff groups other than midwives?

This provision is not restricted to midwives. Annex 20 applies to all staff groups meeting the criteria in paragraph 3. In the circumstances described, job size should be reviewed no earlier than one year and no later than two years from the date of qualification, using the NHS Job Evaluation Scheme.

Implementation annexes: Annex 20: Development of professional roles

Paragraph 3

Footnote number 2

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 29: Principles for harmonised on-call arrangements

Interim regime

Paragraph 48

Footnote number 1

On what date does the period of protection of current on-call arrangements start?

It starts from 1 October 2004.

Annex 29: Principles for harmonised on-call arrangements

1. Paragraphs 2.25 in Section 2 and paragraph 2.27 in Section 2(a) (England and Wales) confirm that from 1 April 2011, payments for on-call will need to be agreed locally and consistent with the principles set out below.

2 Paragraph 2.24 in Section 2 and paragraph 2.26 in Section 2(a) (England and Wales) defines 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 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.

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 payment	• 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 paragraph 2.19 to 2.20 in Section 2 and paragraphs 2.21 to 2.22 in Section 2(a) (England and Wales) in the NHS terms and conditions of service handbook, 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 of 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. • Where travelling expenses are reimbursed, Section 17 will apply.
8. Public holidays (PH)	• Covering a PH will attract a day in lieu in accordance with paragraph 13.4, irrespective of work done. Work done on public holidays would attract payment at the appropriate rates as identified in paragraph 13.4.

9. Sleeping in	• A sleeping-in session will often incorporate the following elements: – hours of wakefulness – sleep – work done • The term “sleeping-in” does not refer to individuals who are on-call from the workplace and are able to sleep between periods of work. • Under the Working Time Regulations if an individual is required to sleep in at a work place this counts as working time. However, time asleep does not count for the purposes of the minimum wage. • If asleep, this working time does not count for the purposes of the minimum wage. • Under the Minimum Wage Regulations, the availability payment should be at least the same as a calculation for (hours of expected wakefulness x minimum wage). Local partnerships will need to consider if it is more appropriate to base this calculation on the bottom point of the Agenda for Change pay scales, as described in Annex 3. • 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: www.nhsbsa.nhs.uk/pensions for staff and employers in England and Wales; www.hscpensions.hscni.net in Northern Ireland; and https://pensions.gov.scot/nhs in Scotland.
11. Agenda for Change interim regime	• The arrangements in the Agenda for Change interim regime were consistent with these principles.

12. Transition	• There are currently a range of payments for on-call, which form a regular part of income for some individuals. Local partnerships will therefore need to agree transitional arrangements for the movement of staff from current to future on-call payment systems. This includes all on-call 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; - introduction of reduced 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 percentage of basic pay
1 in 3 or more frequent	9.5%
1 in 6 or more but less than 1 in 3	4.5%
1 in 9 or more but less than 1 in 6	3.0%
1 in 12 or more but less than 1 in 9	2.0%
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 37½ 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 28.

Note: On-Call arrangements in Scotland are set out in NHS Scotland Circular PCS(AFC)2015/3, which can be found here.
Further clarification on the issue of protection can be found in NHS Scotland Circular PCS(AFC)2013/6, which can be found here.
Pay and terms and conditions circulars for Scotland can be found on the Scottish Health on the Web (SHOW) website here.
And guidance agreed by the Scottish Terms and Conditions Committee can be found here.