Introduction

The Terms and Conditions of service set out in this Handbook apply to all staff directly employed by the Isle of Man Department of Health and Department of Social Care (DH & DSC) who were previously employed under the Whitley Council for the Health Services (Great Britain) General Council conditions of service.
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PART 1

Principles and Partnership
Part 1 Principles and Partnership

Part 1: Principles and Partnership

1 The Isle of Man Department of Health and Department of Social Care are obliged to adhere to employment and tax law and other statutory provisions. Representatives of the Departments will seek to keep the Handbook up to date with any changes and when appropriate any changes to statutory requirements will take precedence over the Handbook.

2 The provisions set out in this Handbook are based on the need to ensure a fair system of pay for all employees’ which supports modernised working practices. The provisions recognise that modern forms of health and social care rely on flexible teams of staff providing patient and client care 24 hours a day, seven days a week, and 365/6 days a year whilst applying a wide range of skills.

3 Representatives from Management and Staff Sides agree to work in partnership to deliver a new pay system that supports service modernisation and meets the reasonable aspirations of all staff. The signatories to the agreement will work together to meet the aspirations of all the parties to:

- Assist new ways of working that 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 and clients;
- 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 workforce;
- Improve all aspects of equal opportunity and diversity, especially in the areas of career and training opportunities and 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;
- Implement the new pay system within the management, financial and service constraints identified by Departments and Treasury representatives.

Local partnership

4 Management and Staff Side Representatives will make every effort to continue to support, encourage and promote a partnership approach to the implementation of the new system. The agreement to work in partnership to deliver a new pay system that supports service
Part 1 Principles and Partnership

modernisation and meets the aspirations of staff should, therefore, be replicated at all levels throughout the organisation during the lifetime of the project and in the future. More specifically, the principles of partnership working as defined in the ‘Partnership Agreement’ in Appendix 1 should be followed.

5 To this end, the Departments should ensure that the representatives of Trade Unions and other staff organisations recognised for purposes of collective bargaining at all levels 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.
PART 2

PAY
Section 1: Pay Structure

Pay Spines

1.1 The pay system will consist of one set of pay scales sub-divided into 9 pay bands.

1.2 Annex B details the current pay scales.

1.3 The Modernisation of Pay, Terms and Conditions Project, after agreement between the Joint Management and Staff Side Representatives agreed to use the NHS Job Evaluation Scheme as the tool for matching and evaluating local posts.

1.4 All staff covered by this agreement will, on assimilation, be assigned to one of these pay bands on the basis of job weight as measured by the NHS Job Evaluation Scheme.

1.5 To assist this process, in the UK, a set of NHS jobs have been evaluated and national job profiles drawn up where the job evaluation score is agreed. Locally staff whose jobs match these profiles will assimilate on the basis of the profile score. Jobs which do not match these profiles will be evaluated locally on a partnership basis.

1.6 The NHS Job Evaluation Handbook sets out the basis of job evaluation, which underpins the new pay system and includes the factor plan, the weighting and scoring document and a guide for matching posts locally. The process for assimilation is set out more fully in Section 46.

1.7 The nine pay bands and their corresponding job evaluation scores are set out in Table 1. Within this structure, pay band 8 is sub-divided into four ranges a - d.

1.8 Within each pay band there will be a number of pay points to allow pay progression in post. Staff will progress from point to point on an annual basis to the top point in their pay band or pay range, provided their performance is satisfactory and they demonstrate the agreed knowledge and skills appropriate to that part of the pay band or range. Staff joining pay band 5, who fulfill the criteria in Annex T, as new entrants will have accelerated progression through the first two points in six monthly steps (that is, they will move up one pay point after six months and a further point after twelve months) providing those responsible for the relevant standards in the organisation are satisfied with their standard of practice. This twelve-month period will be referred to as ‘preceptorship’. 
Table 1: Pay bands and job weight

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<thead>
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<td>Pay Band</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>0 – 160</td>
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<tr>
<td>2</td>
<td>161 – 215</td>
</tr>
<tr>
<td>3</td>
<td>216 – 270</td>
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<tr>
<td>4</td>
<td>271 – 325</td>
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<td>5</td>
<td>326 – 395</td>
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<td>6</td>
<td>396 – 465</td>
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<tr>
<td>7</td>
<td>466 – 539</td>
</tr>
<tr>
<td>8a</td>
<td>540 – 584</td>
</tr>
<tr>
<td>8b</td>
<td>585 – 629</td>
</tr>
<tr>
<td>8c</td>
<td>630 – 674</td>
</tr>
<tr>
<td>8d</td>
<td>675 – 720</td>
</tr>
<tr>
<td>9</td>
<td>721 – 765</td>
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</tbody>
</table>

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

1.10 The current pay scales are set out in Annex B.

**Transitional Arrangements**

1.11 Further information on assimilation and protection arrangements is set out in Part 7, including information on:

- The process for assimilation
- The replacement of existing leads and allowances

**Assimilation of Salary for New Starters**

1.12 Staff being recruited from the NHS or outside of the UK will be assimilated using their current salary. This will then be used to place them on the MPTC scale at the next equal or higher pay point on the same band. If they are recruited to a higher band than their current band then they will go to the next point on the higher band that would afford them a pay rise, in accordance with the promotion rule section 6.37.

**Assimilation of Salary for Agency Staff**

1.13 Staff being employed from an Agency will be asked to confirm their year’s service at their current band. If the post within the Department of Health or Social Care is for the same band then they will be placed...
Part 2 Section 1: Pay Structure

on the spine point which equates to the same number of years. They will retain their increment date. If the post they are being appointed to is higher than the band they were employed at in the agency then they will go to the same point on the new band as if they had been promoted from the band below. They will take an increment date of the date they were appointed.

It is proposed to review 1.12 and 1.13 on an annual basis.

**Assimilation of Salary for UK Private Sector Health Care Staff**

1.14 Staff being employed from a Private Sector Health Care Provider (excluding Agency workers who are covered under paragraph 1.13) will be asked to provide evidence which confirms their number of year’s service at the equivalent level to the post being recruited to. Staff will then be placed on the spine point which equates to the same number of years. If the post they are being appointed to is of a higher level than the band they are/were employed in with the private sector health care provider then they will go to the bottom of the band to which they are being appointed.
Section 2: Working or Providing Emergency Cover Outside Normal Hours

2.1 Local Unsocial Hours payments and On Call payments will remain in Status Quo until the aforementioned have been reviewed for application on the Isle of Man.

2.2 Please insert your local agreement into Annex V until this section is reviewed.
Section 3: Overtime Payments

3.1 All staff in pay bands 1 to 7 will be eligible for overtime payments. There is a single harmonised rate of time-and-a-half for all overtime, with the exception of work on Sundays and General Public Holidays, which will be paid at double time. Sundays and General Public Holidays are classed as Midnight to Midnight. All overtime must have been agreed prior to it being worked.

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 thirty seven and one half (37 ½) hours a week.

Example

An employee who is contracted to work 20 hours a week will receive any additional hours in the same week between 20 hours and 37 ½ hours at plain time. Any overtime hours resulting in an employee working in excess of 37 ½ hours in the week will receive the rates described in 3.1 and 3.2 above.

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

- Staff in Bands 1 – 7 may request to take time off in lieu as an alternative to overtime payments.
- Staff who, for operational reasons, are unable to take time off in lieu within three months must be paid at the overtime rate if they wish unless they have already received payment on the enhancement.
- Staff should not accrue more than 5 days (37 ½ hours) time owing at any one time.
- Staff in Bands 8 – 9 will not be entitled to overtime payments but may request to take time back in lieu of extra hours worked. The employee’s line manager or team leader must have agreed for the employee to carry out this work outside the standard hours.

3.5 Time off in lieu of additional hours worked will be taken at plain time (hour for hour) and only with the agreement of both the employee and their line manager.
Part 2 Section 4: Pay in High Cost Areas

Section 4: Pay in High Cost Areas

4.1 This section is covered by the Manx Differential added to the Pay Scale.
Part 2 Section 5: Recruitment and Retention Premia

**Section 5: Recruitment and Retention Premia**

**Removal and Relocation Scheme**

The Isle of Man Government currently offers staff a relocation award depending on various criteria. Please refer to the Departments’ Red Policy folder details of this scheme.

**Recruitment and Retention Premia**

5.2 Guidance on the application of local recruitment and retention premia is set out in Annex J.

5.3 All recruitment and retention premia will be subject to any annual percentage pay awards.

**Staffing Issues due to Market Pressures**

5.4 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.

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

5.6 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.

5.7 Recruitment and retention premia will only apply to posts and not an individual. Where an employee moves to a different post that does not attract a recruitment and retention premium, either within the Department of Health or the Department of Social Care or elsewhere in the NHS, their entitlement to any previous recruitment and retention premium will cease.

5.8 The Departments and staff representatives, in partnership, will follow the procedure set out in Annex J in deciding the award of a recruitment and retention premium.
Part 2 Section 5: Recruitment and Retention Premia

Long-term and short-term recruitment and retention premia

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

5.10 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.

5.11 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.

5.12 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
- will not be pensionable, or count for purposes of overtime, unsocial hour’s payments or any other payments linked to basic pay.

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 from that which applies to existing staff; and
- will be pensionable, and will count for the purposes of overtime, unsocial hour’s payments and any other payments linked to basic pay.

5.14 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.

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, except in exceptional circumstances. It will be the responsibility of employers to ensure that any premia awarded locally do not
Part 2 Section 5: Recruitment and Retention Premia

normally result in payments in excess of this amount, taking into account any national awards for the posts in question.

Where staff or managers feel that a Recruitment and Retention Premia should be afforded to them or their staff a business case should be prepared and presented to the JNC for consideration. This is applicable to both short and long term Recruitment and Retention Premia.
Section 6: Career and Pay Progression

6.1 The Isle of Man Department of Health and Department of Social Care have agreed to use the UK NHS Knowledge and Skills Framework (KSF). A KSF outline will be applied to all posts covered by this agreement. It is the intention that the KSF sub project will commence April 2008.

6.2 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.

6.3 Development review procedures have been jointly agreed by Management and Staff Representatives via the Joint JNC.

6.4 It must be clear which elements, as identified in the NHS Knowledge and Skills Framework, should be demonstrated at both the foundation and second gateway.

6.5 The KSF post outlines within the 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 to enhance service development or care delivery.

Development review process

6.6 All staff will have Annual Development Reviews against the NHS Knowledge and Skills Framework, which will result in the production of a personal development plan. 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.

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

- How the duties and responsibilities of the job are being undertaken, based on current agreed objectives
- The application of knowledge and skills in the workplace
Part 2 Section 6: Career and Pay Progression

- The consequent development needs of the individual member of staff.

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

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

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

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

6.12 Managers and staff will work together to fulfill 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 fulfill 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 that reflect individual work related interests or help staff prepare for a more senior role or transfer to a different area of work within the Isle of Man Government. Further guidance can be found in the Study Leave policy within the Red Policy folder.

6.13 Staff members will contribute to undertaking the agreed personal development plan through their personal effort. They may individually
choose, where appropriate, to commit personal time and resources, especially in those areas relating to longer-term career development. It is the employer's responsibility to support individuals and their personal efforts appropriately. Where development needs essential to the post are agreed with the employer there will not be any requirement for the employee to use his or her unpaid personal time.

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

Gateways

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

Foundation gateway

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

Second gateway

6.17 The foundation gateway will be followed by a second gateway, which will vary between pay bands as set out in table 4.

Table 4: Position of second gateway

<table>
<thead>
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<th>Pay band</th>
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<tbody>
<tr>
<td>Pay band 1</td>
<td>Before final point</td>
</tr>
<tr>
<td>Pay bands 2 – 4</td>
<td>Before first of last two points</td>
</tr>
<tr>
<td>Pay bands 5 – 7</td>
<td>Before first of last three points</td>
</tr>
<tr>
<td>Pay band 8 ranges A to D</td>
<td>Before final point</td>
</tr>
<tr>
<td>Pay band 9</td>
<td>Before final point</td>
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6.18 The review at the foundation gateway will be based on the agreed subset as specified in the KSF outline for the post. The review at the second gateway will be based on the relevant dimensions, levels and indicators as specified in the full KSF outline for the post.

6.19 The gateway review will take place in time for staff to progress on their normal incremental date. This should be no later than the end of the eleventh month of the gateway year to arrive at payroll no later than the pay role deadline of the month to be paid. A jointly agreed policy
Part 2 Section 6: Career and Pay Progression

is in place to deal with cases where this is not possible (for example because the relevant manager is ill). This will ensure that there is no incentive to abuse the process and has been agreed by the Joint JNC.

Pay Progression

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

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

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

6.23 The gateway system will only become fully operational when arrangements to ensure that staff have access to development reviews, personal development plans and appropriate support for training and development to meet the applied knowledge and skills required at the gateway concerned. This must be done for all posts covered by this agreement and all staff will be notified as to when the gateway system becomes operational.

6.24 Existing staff with at least twelve months’ experience in post will be assumed to have met the criteria for passing through the foundation gateway. Where the gateway system is operational, they will however be subject to the normal operation of the new system at the second gateway.
Part 2 Section 6: Career and Pay Progression

6.25 The following safeguards will also apply:-

• There will be a normal expectation of progression and no quotas will apply to the scheme. All staff must have an equal opportunity to demonstrate the required standard of knowledge and skills to progress through the gateways and pay points.

• The applied skills and knowledge required at the foundation and second gateways should be clearly stated during recruitment.

• The KSF outlines may be changed subsequently by local agreement, and in partnership between employee and employer representatives, within the work area concerned where changes apply to a number of posts, or with the individual where they apply only to a single post. They may also be changed where it is necessary to reflect a change in professional standards as agreed by the relevant professional body or authority.

• The demonstration of knowledge and skills must be that used within each dimension, level and indicators in the KSF.

• The Departments will ensure there is a robust jointly agreed process for checking managers’ decisions and reviewing disagreements with an agreed timescale for re-review.

• Pay progression cannot be deferred unless there has been prior discussion between the individual and the person undertaking their review, which should be recorded, about the knowledge and skills that the individual needs to develop and apply and the member of staff has been given the opportunity to achieve the necessary development.

• Management and staff representatives, acting in partnership, will monitor decisions on pay progression to ensure that there is no discrimination or bias in relation to race or ethnicity, gender, sexual orientation, disability, religion, age or trade union membership, or pattern of employment, for example part-time, flexible and night workers.

Development of professional roles

6.26 Guidance on the development of professional roles for healthcare professionals on pay band 5 is set out in Annex T.

Exceptional grounds for deferral of pay progression

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

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

Career development moves

6.29 Where a member of staff moves to another job in the organisation covered by this agreement, where the necessary arrangements to support the operation of the gateways are in place, pay progression will normally depend on demonstrating the knowledge and skills specified in the KSF outline for the post within the first 12 months of appointment.

6.30 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 the opportunity to complete their re-training within a mutually agreed timeframe and progressed to a point where pay protection is no longer required. Explicit employer agreement in this context cannot be deemed to have been given solely because the employer has agreed to re-employ someone following redundancy.

Temporary movement into a higher pay band

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

6.32 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 that 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 sick leave where a longer period may be known at the outset. Periods of annual leave and sickness leave will be paid at the same rate as the post being acted up into.
6.33 If the post holder substituted into a vacant post is subsequently on sickness absence certified by a medical practitioner for four working weeks or greater the uplift in pay will cease and an alternative substitute sought where appropriate.

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

6.35 On subsequent promotion to a higher pay band any period of paid acting up or substitution will count for incremental credit purposes. This will mean, any period of acting up in the twelve months immediately prior to appointment date to the higher banded post will count as service in that post. Any such periods will be aggregated to determine the incremental date and point of entry onto the scale.

Example

If the period of acting up before being promoted into the post was six months and the start date in the promoted post is 1 April the incremental date will become:

12 months – 6 months = 6 months remaining on the pay point
Therefore the incremental date will be 1 October.

If the post holder acted up into a post for three months, returned to the substantive post, and recommenced acting up two months before promotion into the post on 1 May the incremental date will become:

12 months – (3+2) = 7 months remaining on the pay point
Therefore the incremental date will be 1 December.

6.36 Where professional registration is required for a post in a higher band a non registered employee cannot be permitted to act up into the registered post.

**Pay on promotion**

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

If the employee has acted up into the position within the previous two years then the spine point the employee held on leaving the post will be used for the new position. This gives the employee credit for already working in the post. The employee should be given an increment date which takes into account the number of months worked at the higher band since the last increment.

For example: A member of staff worked in a position that was a band 6 from 1st October 2004 until 25th January 2006. The member of staff got an increment in October 2005. The employee moved to a band 5 post from 26th January 2006 until 30th November 2006. The employee was then promoted into the band 6 position that they left in January 2006 from 1st December 2006. The increment date should be 3 months before December as this would take into account the 3 months already worked in the band 6 post without gaining an increment. Therefore the employee’s new increment date will be September.

**Transitional arrangements**

6.38 Further information on assimilation arrangements during the transition to the new system is set out in Part 7, including information on:

- The arrangements that need to be put in place before the gateway system can become fully operational.
- The position of existing staff in relation to the foundation and second gateways.
- The position of existing staff in relation to their current incremental date.

**Increment date for employees going from one substantive post to another of the same band**

6.39 Will remain on the same pay point and increment date

**Employees going from Bank employment to a substantive post**

6.40 HR will advise the employee that their increment date is the 1st date of the month in which they start pending confirmation of any hours worked on the bank.
HR will then ask Payroll to confirm any hours worked on a bank contract and calculate the new increment date using any hours worked on the bank as credit.

HR will then contact the employee if the increment date has changed.

**Employees employed in a substantive post and undertaking an additional bank position**

6.41 If the bank post is at the same band then the bank post will mirror the substantive post for pay point and increment date.

6.42 If the bank post is at a higher band then it will be treated individually and will increment after a year subject to 488 hours having been worked in that year at the higher band.

**Employees terminating a substantive post and commencing on the bank on the same band**

6.43 Employees will retain the same increment if the bank post follows on from the substantive post. Any hours worked on the substantive post will then be used as credit towards the 488 hours needed to gain an increment on a bank contract within a year.

**Employees leaving employment in a substantive post and then returning after a break in service (less than one year)**

6.44 Employees who have a break in service and then return to a post of the same band should retain their pay point. Their increment date should be deferred by the number of months of the break in service. Only full months will be counted, a full month is 30 days for this purpose.

For example: A member of staff has an increment date of November but has a break in service from June to August. As they have not been in service for three months their increment date should be deferred by three months, therefore moving it to February. If an employee has been out of the post for longer than a year then normal terms and conditions will apply for increments and salary on commencement.
Part 2 Section 7: Payment of Annual Salaries

Section 7: Payment of Annual Salaries

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

Table 5: Payment of annual salaries - monthly paid staff

<table>
<thead>
<tr>
<th>For each calendar month</th>
<th>For a part month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/12 of the annual salary</td>
<td>The monthly sum divided by the number of days worked in the particular month</td>
</tr>
</tbody>
</table>

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

7.2 The annual salaries of part-time or sessional staff who are paid monthly 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.

Employees leaving

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

Example

A member of staff who started on 15th February, 2007 with a monthly salary of £1300. In February they will receive:

\[
\frac{£1300 \text{ (monthly salary)}}{28 \text{ (days in month)}} \times 14 \text{ (days worked in month)} = £650
\]
Section 8: (Unallocated)
Section 9: (Unallocated)
PART 3

TERMS AND CONDITIONS
OF SERVICE
Section 10: Hours of the Working Week

10.1 The standard hours of all full-time staff covered by this agreement will be thirty seven and one half (37 1/2) hours excluding meal breaks, subject to the protection and assimilation arrangements set out in Section 46. 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. An example of a staff group this may apply to include Ambulance personnel, although this list is not exhaustive.

10.2 The standard hours may be worked over a 17 week reference period (by mutual agreement), for example 150 hours over four weeks or annualised hours, with due regard for compliance with employment legislation on the Isle of Man.

Transitional arrangements

10.3 Part-time workers including relief staff will suffer no detriment either in terms of pay or pension rights.

10.4 Where the full-time equivalent hours increase under the assimilation to new conditioned hours arrangements as set out in Section 46, part-time and full-time staff have the right to move to a new number of weekly hours that equates to the same proportion of the standard full-time hours as before assimilation (see also Section 11 and Section 46).

Example

A full time employee currently working 36 hours a week will be able to stay on 36 hours following assimilation. However, they will be paid 36/37 1/2 of their spine point and will be considered part time. See Section 11 for Part Time Employees.

A part time employee currently working 18 hours of a 36 hour week post (0.5 whole time equivalent) will be able to stay on 18 hours a week and receive 18 / 37 1/2, or they can move to the 0.5 whole time equivalent hours of 18 3/4 and be paid 18 3/4 / 37 1/2 of their spine point.

Further information on the assimilation to these conditioned hours during the transition to the new system is set out in Part 7.
Part 3 Section 11: Part-time Employees and Employees on Fixed-term Contracts

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 as full-time colleagues. (See Section 13 for the treatment of General Public Holidays.)

Employees on fixed-term contracts

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 for Pay

12.1 No reckonable service for pay will apply. The value of the salary with the previous employer will be used to determine the starting salary. The employee will be appointed to the next equal or higher point on the pay scale. Staff with no previous equivalent experience will commence on the minimum point of the pay scale of the appropriate Band.

Reckonable Service for annual leave

12.2 For annual leave all periods of relevant reckonable service within the UK NHS or IoM Department of Health or Department of Social Care will be applied. With the exception of the additional two days entitlement effective from 2010 which is based on 20 years service with the IoM Department of Health or Department of Social Care.

Reckonable Service for Sick Leave

12.3 For Sick Leave the employee’s start date in a substantive post with contracted hours within the Isle of Man Department of Health or Department of Social Care will be applied.

Reckonable Service for Maternity Leave

For Maternity Leave all previous UK NHS or Department of Health or Department of Social Care service will be applied.

Re-appointment of previous NHS employees

On returning to NHS employment, a previous period or periods of NHS service will be counted towards the employee’s entitlement to annual leave.

If there is a dispute it is employee’s responsibility to provide evidence for contractual continuity of service or reckonable service within six months of start date.

Break in service

12.7 A break in service constitutes 12 months not employed within either NHS or Department of Health or Department of Social Care.
Part 3 Section 13: Annual Leave and General Public Holidays

Section 13: Annual Leave and General Public Holidays

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

### Table 6

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Annual Leave and General Public Holidays (Days)</th>
<th>Annual Leave and General Public Holidays (Hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective 1 April 2008</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On appointment</td>
<td>27 plus 10 GPH</td>
<td>202 ½ plus 75 GPH</td>
</tr>
<tr>
<td>After 5 years</td>
<td>29 plus 10 GPH</td>
<td>217 ½ plus 75 GPH</td>
</tr>
<tr>
<td>After 10 years</td>
<td>33 plus 10 GPH</td>
<td>247 ½ plus 75 GPH</td>
</tr>
<tr>
<td>Effective 1 April 2010 staff with 20 years Isle of Man Department of Health and Department of Social Care service will receive the following entitlement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20 years</td>
<td>35 plus 10 GPH</td>
<td>262 ½ plus 75 GPH</td>
</tr>
</tbody>
</table>

13.2 A General Public Holiday will constitute the hours from midnight to midnight of the day designated as a General Public Holiday. Any additional General Public Holidays, if awarded, will be on a pro rata basis of a standard 7.5 hour day. The General Public Holidays are designated as:

- New Years Day
- Good Friday
- Easter Monday
- May Day
- Spring Bank Holiday
- Senior Race Day
- Tynwald Day
- August Bank Holiday
- Christmas Day
- Boxing Day

13.3 Annual leave and General Public Holiday entitlement will be broken down into hours but will be recorded separately either as A/L or BH hours.

Example

A full time staff member working 37 ½ hours a week with standard shifts of 7.5 hours a day on appointment will be entitled to:

$$7 \frac{1}{2} \text{ (hours)} \times 27 \text{ (days)} = 202 \frac{1}{2} \text{ hours annual leave entitlement}$$

$$7 \frac{1}{2} \text{ (hours)} \times 10 \text{ (days)} = 75 \text{ hours GPH entitlement}$$
Part 3 Section 13: Annual Leave and General Public Holidays

Giving a total of 277 ½ hours leave to be taken over the year.

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

Example

A staff member employed on 30 hours a week (i.e. 0.8 Whole Time Equivalent) on appointment will receive:

7 ½ (hrs) x 27 (days) = 202 ½ x 0.8 = 162 hrs annual leave entitlement

7 ½ (hrs) x 10 (days) = 75 x 0.8 = 60 hrs GPH entitlement

Giving a total of 222 hours leave to be taken over the year.

13.5 On occasion the annual leave year may contain a greater or lesser number of GPH than the 10 stated. It is recognised that staff may either have a positive carry over (greater than that stated in paragraph 13.12) or a negative carry over equivalent to the number of GPHs extra in that year (and no greater).

Example

On occasions Easter may fall in April and March of the same annual leave year. An example of this occurring is the annual leave year 2007/8 which contains 2 Good Friday bank holidays and 2 Easter Monday bank holidays, it therefore contains 12 GPHs. It is accepted that a staff member may carry over minus fifteen hours (2x 7 ½ hours standard day) to 2008/9 which contains no Good Friday or Easter Monday therefore has only 8 GPHs.

13.6 Carry over of a negative balance is only permissible in the situation described above.

13.7 Staff who are not required to work on a GPH due to the department’s working hours will be required to have the time they would have worked on the GPH deducted from the annual entitlement as if they had taken annual leave that day (at plain time). It is the staff member’s responsibility to ensure that sufficient leave is available for GPHs as and when they fall.

Staff who are not at work on a GPH due to other leave arrangements (e.g. sick leave, maternity leave, special leave) will not be entitled to claim the GPH as part of their leave entitlement and this must also be deducted from any leave entitlement as if had been taken on the day.
13.8 For any staff member who is employed on shifts providing 365/6 days a year cover may apply to take time for these days at any time during the year. The granting of time off for GPHs will be subject to management agreement, taking into account the needs of the service and time off requested by other staff. In general the same principle will be applied in considering requests for time off on the GPHs as are applied in considering requests for annual leave. Staff who work on a GPH will receive payment for the hours worked as per the local agreements for unsocial hours payments as referred to in Section 2 of the Handbook.

13.9 Staff required to be on call on a GPH should not take the day as leave. This will then erase the need for time owing in lieu to be given and mean that the time can be taken back at any point in the year. In addition they will receive the appropriate payment for any on call hours worked.

Example

A member of staff is on call from 8am to 8pm on a GPH. Their leave entitlement will not reduce due to the day being a GPH and they will receive appropriate payment for hours worked as outlined in Section 2.

13.10 Part time staff will be required to deduct the hours they would have worked in the GPH from their annual entitlement.

Example

A staff member who works 20 hours per week over 5 days with standard shifts of 4 hours a day will be required to deduct 4 hours from their entitlement for every GPH they do not work.

13.11 If however the staff member works non standard shifts i.e. 8 hours for 2 days and 4 hours for 1 day a week, and the GPH falls on a day they would usually work 8 hours, they would be required to either:

- Take the required leave hours for that day (8 hours)
- Take the standard shift hours and work the excess hours on another day mutually agreed that week i.e. 4 hours leave and 4 hours worked extra over the week which could be the day they are due to work 4 hours they work 8 hours
- Take any time owing that is outstanding under the TOIL guidelines i.e. 4 hours leave 4 hours TOIL.
Part 3 Section 13: Annual Leave and General Public Holidays

13.12 Staff are normally entitled to carry over a maximum of 5 days annual leave per year. There will be no stipulations as to when in the following year these 5 days are to be taken. In the exceptional circumstance that staff are specifically prevented from taking leave by management due to service requirements, the manager may apply in writing to the relevant senior manager eg: Hospital Manager, General Manager Primary Care, Director of Estates, Assistant Director of Mental Health, Director of Human Resources, for staff to have their surplus carry over of leave authorised.

13.13 An existing worker who, prior to April 2006, was in receipt of a bank 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 into the new system.

13.14 Pay during annual leave will include regularly paid supplements (regularly paid supplements means any enhancements you attract from working your contracted hours) including any recruitment and retention premia (if it exists at the time). Pay is calculated on the basis of what the individual would have received had he/she been at work.

13.15 Annual leave and any general public holiday entitlement which is incorporated into staffs annual leave entitlement will be calculated pro rata for staff joining the service part way through a financial year.

13.16 When the annual leave anniversary falls part way through a leave year any increases will be calculated pro rata for the remainder of that year and rolled up with the entire leave for that year.

Example

A staff member with a contractual continuity of service date of 1 October, who has 4 years service at the start of the leave year, will receive 27 days. On the 1 October they will have 5 years service and therefore receive 29 days leave for the remainder of the year.

Thus the leave calculation for that year will be

6 mths @ 27 days (202 ½ hours) = \( \frac{27 \times (202 \frac{1}{2}) \times 6}{12} = 13 \frac{1}{2} \ (101 \frac{1}{4}) \)

Plus 6 mths @ 29 days (217 ½) = \( \frac{29 \times (217 \frac{1}{2}) \times 6}{12} = 14 \frac{1}{2} \ (108 \frac{3}{4}) \)

So the staff member would be entitled to 28 days (210 hours) for the leave year.
Part 3 Section 14: Sickness Absence

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.

14.2 For a period of sickness absence of between 3 days and 7 days a self certification form must be submitted. For any period of sickness of 7 days or more a Medical Practitioner’s notification of sickness must be submitted.

Scale of allowances

14.3 Employees absent from work owing to illness will be eligible, subject to the conditions of this agreement, to receive sick pay in accordance with the following scale (see Section 12 for provisions governing 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.

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

14.5 The definition of full pay will include regularly paid supplements (regularly paid supplements means any enhancements you attract from working your contracted hours) including any recruitment and retention premia. Sick pay is calculated on the basis of what the individual would have received had he/she been at work.

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

14.7 Sickness for any reason resulting from an accident at work will not count for the employee’s sickness and absence record, however, the period taken will be recorded as a separate sickness due to industrial injury once it has been proven the injury is a direct result of an accident in the workplace.
Part 3 Section 14: Sickness Absence

**Calculation of allowances**

14.8 The sickness allowance will be calculated in the number of working hours for the 12 months preceding the first day of sickness and the full pay/ half pay allowance calculated pro rata.

14.9 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 twelve months immediately preceding that day. In aggregating periods of absence due to illness no account will be taken of:

- unpaid sick absence
- injuries or diseases sustained by members of staff in the actual discharge of their duties through no fault of their own
- 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 Panel
- injury sustained as above, but which has not been the subject of payment by the Board, on grounds that it has not given rise to more than three weeks’ loss of earnings or was not one for which compensation above the minimum would arise.

14.10 Sick pay paid to an employee under this scheme, when added to any statutory sickness, injuries or compensation benefits, including any sickness allowances for adult or child dependants, must not exceed full pay.

14.11 Full Time Employees

An employee contracted to work 37 ½ hours per week who has 5 years continual service is entitled to 6 months full pay, 6 months half pay. This results in the employee being:

Contracted to work 1957 ½ hours per year

This is then broken down into:

978 ¾ working hours sickness at full pay  
978 ¾ working hours sickness at half pay
Part 3 Section 14: Sickness Absence

Example

An employee who is on sickness absence for a working week who has had no sickness in the previous 12 months will have 37 ½ hours deducted from the full pay sickness allowance. This will then leave them to take a further 941 ¼ hours at full pay and 978 ¾ at half pay if they fall sick again within the following 12 months.

14.12 Part Time Employees

An employee contracted to work 30 hours per week who has 5 years continual service is entitled to 6 months full pay, 6 months half pay. This results in the employee being:

Contracted to work 1566 hours per year

This is then broken down into:

783 working hour’s sickness at full pay
783 working hour’s sickness at half pay

Example

An employee who works 3 days of 7 hours, 21 hours per week, who is on sickness absence for 2 of the 3 working days, and who has had no sickness in the previous 12 months will have 14 hours deducted from the full pay sickness allowance. This will then leave them to take a further 534 hours at full pay and 548 hours at half pay if they fall sick again within the following 12 months.

14.13 Term Time Only Employees

A school year contains 40 weeks a year. An employee working term time only will be contracted to work 1500 hours per year. This would result in a full time employee during term time i.e. working 37 ½ hours a week for 40 weeks of the year, being eligible to the following:

750 hours sickness absence at full pay
750 hours sickness absence at half pay

Example

A full time, term time employee who has had 760 hours sickness in the previous 12 months and is on sickness absence for 3 of their 5 working days in a week will receive the following:
Part 3 Section 14: Sickness Absence

Will have previously received Full pay for 750 hours,
Half pay for 10 hours,

Therefore 22.5 hours deducted from the remaining 740 hours at half pay

Resulting in remaining allowance of 717 ½ hours of half pay

14.14 Phased Return to Work

Please refer to Return to Work policy in Departments’ Red Policy folder. Where an employee is on a phased return to work following a period of sickness absence the phased return period is not counted towards the sickness absence record.

14.15 Falling sick on Duty

Where an employee becomes sick on duty, and as a result cannot continue to work that duty period, the hours in that duty where they are unable to work will count towards the employee’s sickness absence entitlement. If this occurs for sessional/ bank employees they will be paid for the hours completed on that duty period.

14.16 Annual Leave and Sickness Absence

Where an employee is on a period of annual leave and becomes unfit for duty during the leave, the period of sickness will be counted towards the employee's sickness record, only if certified by a Medical Practitioner. The equivalent annual leave days compared to the period of certified sickness will be re-credited to the employee's annual leave.

Example

An employee has two weeks annual leave (10 annual leave days, 4 rest days assuming that the employee works 5 days with 2 rest days at the end of each week) and receives a medical certificate stating the employee is unfit for duty for the 10th to 14th day inclusive of the annual leave period. The employee will have 3 days worth of annual leave hours re-credited and 3 days worth of sickness absence recorded.

Conditions for contractual sick pay

14.17 Employees will not be entitled to an additional day off if sick on a general public holiday.
14.18 The Departments have discretion to extend the period of sick pay on full or half pay beyond the scale set out above in exceptional circumstances. Please refer to HR for guidance.

14.19 To aid rehabilitation, the Departments have discretion to allow employees to return to work on reduced hours or to be encouraged to work from home without loss of pay. Any such arrangements need to be consistent with statutory sick pay rules. Please refer to the Return to Work policy.

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

14.21 An employee who is absent as a result of an accident out of work 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 above.

14.22 The Departments may at any time require an employee absent from work due to illness to attend an examination at Occupational Health, at a mutually agreed time with the option to be accompanied if they wish. Furthermore, employees do not need to be on sickness absence to be referred by their employer for a medical.

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

14.24 Notification procedures and payment of sick absence pay when injuries are connected with other insured employment can be found in the Return to Work policy within the Red Policy folder.

14.25 Please refer to the Attendance at Work Policy for what to do regarding keeping in touch. See Red Policy Folder.
Part 3 Section 15: Maternity Leave and Pay

Section 15: Maternity Leave and Pay

Eligibility for Maternity Leave

15.1 Every pregnant employee is entitled to 26 weeks’ ordinary maternity leave. This right applies regardless of an employee’s length of service.

15.2 An employee who, at the beginning of the 14th week before the expected week of childbirth, has completed 26 weeks’ continuous employment is also entitled to a further 26 weeks’ additional maternity leave, which begins at the end of the ordinary maternity leave.

Eligibility for Maternity Pay

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

i) she has 12 months’ continuous service as described in section 12 at the beginning of the 11th week before the expected week of childbirth. If she does not have the qualifying period of service she will still be eligible to 26 weeks unpaid Ordinary Maternity Leave and if she has completed 26 weeks service at the beginning of the 14th week before the expected week of childbirth is entitled to 26 weeks unpaid Additional Maternity Leave.

ii) she notifies her employer in writing before the end of the 15th week before the expected date of childbirth (or if this is not possible, as soon as is reasonably practicable thereafter):

(a) Of her intention to take maternity leave

(b) Of the date she wishes to start her maternity leave

(c) That she intends to return to work with the Department of Health or Department of Social Care, or another employer as stated in section 12, for a minimum period of three months after her maternity leave has ended.

iii) Provides a MATB1 form from her midwife or GP giving the expected date of childbirth as soon as practical.

Changing the maternity leave start date

15.4 If the employee subsequently wants to change the date from which she wishes her leave to start she should notify her employer at least 28 days beforehand (or, if this is not possible, as soon as is reasonably practicable beforehand).
Part 3 Section 15: Maternity Leave and Pay

Confirming maternity leave and pay

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

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

ii) unless an earlier return date has been given by the employee, her expected return date based on her 52 weeks’ paid and unpaid leave entitlement under this agreement

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

iv) the need for the employee to give at least 28 days’ notice if she wishes to return to work before the expected return date.

Keeping in touch

15.6 Before going on leave, the employer and the employee should also discuss and mutually agree any voluntary arrangements for keeping in touch during the employee’s maternity leave.

Paid maternity leave

Amount of pay

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

i) for the first eight weeks of absence, the employee will receive full pay, less any Maternity Allowance (including any dependants’ allowances) receivable

ii) for the next 18 weeks, the employee will receive half pay plus any Maternity Allowance (including any dependants’ allowances) receivable, providing the total receivable does not exceed full pay.

15.8 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. If the employee does not request the above it will be assumed that they wish to receive 8 weeks full and 18 weeks half.
Calculation of maternity pay

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

i) In the event of a pay award or annual increment being implemented before the paid maternity leave period begins, the maternity pay should be calculated as though the pay award or annual increment had effect throughout the entire Maternity Allowance calculation period. If such a pay award was agreed retrospectively, the maternity pay should be re-calculated on the same basis.

ii) In the event of a pay award or annual increment being implemented during the paid maternity leave period, the maternity pay due from the date of the pay award or annual increment should be increased accordingly. If such a pay award was agreed retrospectively, the maternity pay should be re-calculated on the same basis.

iii) In the case of an employee on unpaid sickness absence or on sickness absence attracting half pay during the whole or part of the period used for calculating Maternity Allowance, the average weekly earnings for the period of sick absence shall be calculated on the basis that the employee was receiving full sick pay.

Unpaid contractual maternity leave

15.10 Employees will also be entitled to 26 weeks’ unpaid leave after the paid period ends.

Commencement and duration of leave

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

Sickness prior to childbirth

15.12 If an employee is off work ill, or becomes ill, with a pregnancy-related illness during the last four weeks before the expected week of childbirth, maternity leave will normally commence at the beginning of the fourth week before the expected week of childbirth or the beginning of the next week after the employee last worked, whichever is the later.

15.13 Absence prior to the last four weeks before the expected week of childbirth, supported by a medical statement of incapacity for work, or
Part 3 Section 15: Maternity Leave and Pay

a self-certificate, shall be treated as sick leave in accordance with normal leave provisions.

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

**Premature birth**

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

15.15 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.

15.16 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.

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

**Still birth**

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

**Miscarriage**

15.19 Where an employee has a miscarriage before the 25th week of pregnancy, normal sick leave provisions will apply as necessary.

**Health and Safety of employees pre and post birth**

15.20 Where an employee is pregnant, has recently given birth or is breastfeeding, the employer should carry out a risk assessment of her working conditions. If it is found, or a medical practitioner considers, that an employee or her child would be at risk were she to continue with her normal duties the employer should provide suitable alternative work for which the employee will receive her normal rate of pay.
Part 3 Section 15: Maternity Leave and Pay

Where it is not reasonably practicable to offer suitable alternative work the employee should be suspended on full pay.

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

Return to work

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

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

Returning on flexible working arrangements

15.24 If at the end of maternity leave the employee wishes to return to work on different hours, the Departments have a duty to facilitate this wherever possible, with the employee returning 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 grade and work of a similar nature and status to that which she held prior to her maternity absence. If it is agreed that the employee will return to work on a flexible basis, including changed or reduced hours, for an agreed temporary period, this will not affect the employee’s right to return to her job under her original contract at the end of the agreed period.

Sickness following the end of maternity leave

15.25 In the event of illness following the date the employee was due to return to work, normal sick leave provisions will apply as necessary.

Failure to return to work

15.26 If an employee who has notified her employer of her intention to return to work for the Department of Health, or Department of Social Care or a different NHS employer in accordance with the paragraph 15.4 fails to do so within 15 months of the beginning of her maternity leave she will be liable to refund the whole of her maternity pay, less any Maternity Allowance, received. In extreme cases the employer will have the discretion to waive the rights to recovery.

Miscellaneous provisions
Part 3 Section 15: Maternity Leave and Pay

**Fixed-term contracts or training contracts**

15.27 Employees subject to fixed-term or training contracts which expire after the 11th week before the expected week of childbirth and who satisfy the conditions in paragraphs above shall have their contracts extended so as to allow them to receive the 26 weeks’ paid contractual maternity leave set out above.

15.28 Absence on maternity leave (paid and unpaid) up to 52 weeks before a further Department of Health or Department of Social Care appointment shall not constitute a break in service.

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

15.30 Employees on fixed-term contracts who do not meet the 12 months’ continuous service condition set out above may still be entitled to Maternity Allowance.

**Rotational training contracts**

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

**Contractual rights**

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

**Increments**

15.33 Maternity leave, whether paid or unpaid, shall count as service for annual increments and for the purposes of any service qualification period for additional annual leave.

**Accrual of annual leave**

15.34 Annual leave will continue to accrue during maternity leave, whether paid or unpaid, provided for by this agreement.
Part 3 Section 15: Maternity Leave and Pay

15.35 Where the amount of accrued annual leave would exceed normal carry-over provisions, it may be mutually beneficial to both the employer and employee for the employee to take annual leave before and/or after the formal (paid and unpaid) maternity leave period. The amount of annual leave to be taken in this way, or carried over, should be discussed and agreed between the employee and employer.

Pensions

15.36 Pension rights and contributions shall be dealt with in accordance with the provisions of the NHS (IOM) Superannuation Regulations.

Antenatal care

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

Post-natal care and breastfeeding mothers

15.38 Women who have recently given birth should have paid time off for post-natal care, for example attendance at health clinics.

15.39 Employers are required to provide breast-feeding women with suitable rest facilities. The Health and Safety Executive also encourages employers to provide a healthy and safe environment for women who are breast-feeding with suitable access to a private room to express and store milk.

Employees not returning to Department of Health or Department of Social Care employment

15.40 An employee who satisfies the conditions above, except that she does not intend to work with the Department of Health or Department of Social Care or another NHS employer for a minimum period of three months after her maternity leave is ended, will be entitled to pay equivalent to Maternity Allowance, which is paid at 90 per cent of her average weekly earnings for the first six weeks of her maternity leave and to a flat rate sum for the following 20 weeks.

Employees with less than twelve months’ continuous service

15.41 If an employee does not satisfy the conditions in the paragraph above for occupational maternity pay she may be entitled to Maternity Allowance. Maternity Allowance will be paid regardless of whether she satisfies the conditions laid out above. If her earnings are too low for her to qualify for Maternity Allowance, or she does not qualify for
Part 3 Section 15: Maternity Leave and Pay

another reason, she should be advised to contact her local Social Security Office.

15.42 Employees who fall into the category set out previously but intend to return to Department of Health or Department of Social Care employment will also be entitled to a further period of 26 weeks’ unpaid maternity leave.

Continuous service

15.43 Please also refer to the Section 12 on Continuous service within this handbook.

15.44 For the purposes of calculating whether the employee meets the 12 months’ continuous service requirement with the Department of Health or Department of Social Care or another NHS employers the following provisions shall apply:

‘NHS employers’ includes health authorities, NHS boards, NHS trusts, primary care trusts and the Northern Ireland Health Service

a break in service of three months or less will be disregarded (though not count as service).

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

i) employment under the terms of an honorary contract

ii) employment as a locum with a general practitioner for a period not exceeding 12 months

iii) a period of up to 12 months spent abroad as part of a definite programme of postgraduate training on the advice of the postgraduate dean or college or faculty adviser in the speciality concerned

iv) a period of voluntary service overseas with a recognised international relief organisation for a period of 12 months which may exceptionally be extended for 12 months at the discretion of the employer which recruits the employee on her return

v) absence on an employment break scheme in accordance with the provisions of Section 35 of this Handbook

vi) absence on maternity leave (paid or unpaid) as provided for under this agreement.
Part 3 Section 15: Maternity Leave and Pay

15.46 Employers may extend the period specified following the procedures set out.

15.47 Employment as a trainee with a general medical practitioner in accordance with the provisions of the Trainee Practitioner Scheme shall similarly be disregarded and count as service.
Part 3 Section 16: Redundancy Policy

Section 16: Redundancy Policy

16.1 Please refer to the Departments’ Redundancy Policy available on the Intranet.
Section 17: Mileage Allowances

The Isle of Man Government has a policy on mileage allowances. See Annex L for the list of allowances.

Mileage allowances for travel carried out in the UK will be set at the annually calculated Department of Health and Department of Social Care rate. See Annex M.
Part 3 Section 18: Subsistence Allowances

Section 18: Subsistence Allowances

The Isle of Man Government has a policy on subsistence allowances. See Annex N for the list of allowances.
Part 3 Section 19: Unallocated

Section 19: (Unallocated)
Part 3 Section 20: Notice Periods

Section 20: Notice Periods

20.1 Minimum notice to be given by the employer (Department of Health or Department of Social Care) to the employee:

Bands 1-4  four weeks  
Bands 5-7  eight weeks  
Bands 8+  twelve weeks

With the exception that if the employee has more complete years of continuous employment than that given above then the statutory notice period will apply.

For example: Employee A who is employed in Band 5 and has continuous employment of 10 years service will receive the statutory minimum notice period of 10 years (one week for each complete year of continuous employment)

20.2 Minimum notice to be given by the employee to the employer (Department of Health or Department of Social Care):

Bands 1-4  four weeks  
Bands 5-7  eight weeks  
Bands 8+  twelve weeks

This provision is regardless of years of service.

Example

A staff member in band 8 with 10 years contractual continuity of service broken down into 7 years at band 7 and 3 years at band 8 will be required to give 12 weeks notice as a minimum.

20.3 Annual leave should not be used as part of the notice period unless agreed by the manager of that area.
Section 21: Provisions for Bank Staff

21.1 The provisions of these terms and conditions should be applied to Bank Staff with the exceptions as set out below, for which the following will apply.

Pay

21.2 Bank staff will be paid pro rata at the appropriate spine point within the pay band for the post for which they are recruited. The appropriate spine point will be determined by previous continuous service and experience.

Overtime payments

21.3 Please refer to Section 3

Salary Increments

21.4 Subject to a minimum of 488 hours being worked over a 12 month period, salary increments are awarded annually. If it takes the post holder longer than 12 months to work the 488 hours their increment date will change to the date they achieved the 488 hours worked.

Recruitment and Retention Premia, Long service award and Relocation packages

21.5 Bank staff will not be eligible for this payment

Contractual Continuity of service

21.6 Please refer to Section 12 with the exception of 12.6 and 12.7 which will not apply to bank staff.

Annual leave

21.7 Bank staff are entitled to paid annual leave pro rata, to the minimum substantive allowance, of the hours worked e.g. pro rata to the allowance stated for 0-5 year’s service in section 13.

A percentage of 10.3567% will be paid as “NR Holiday Pay TN” on every hour worked up to a total of 37.5 per week. This percentage has been calculated as follows:

A full time member of staff works 37.5 hours per week for 52.14 weeks per year. This is a total of 1955.25 hours worked per year. If a bank member of staff worked these hours they would be entitled to 27 days Annual Leave which is 202.5 hours.
Therefore, \( \frac{202.5}{1955.25} \times 100 = 10.3567\% \)

**Example**

A bank member of staff has worked 10 hours per week for 5 weeks and their hourly rate is 11.9887. They will receive £599.44 additional hour’s payment and £62.08 holiday pay payment, as this is 10.3567% of £599.44.

**Sickness absence**

21.9 There is no entitlement to sick pay for Bank work.

**Unsocial hours**

21.10 This will remain in status quo in that staff will receive unsocial hour’s payments for any unsocial hours worked at the usual rate.

**Maternity Leave and pay**

21.11 There is no entitlement to Maternity Leave or pay for Bank Staff

**Notice Periods**

21.12 **By the Employer (Department of Health or Department of Social Care)**

Minimum notice to be given by the employer (Department of Health or Department of Social Care) to the employee with the exception of circumstances as defined in paragraph 21.14:

- At least one week’s notice if the employee has been employed by the Department of Health or Department of Social Care continuously for one month or more but less than two years;
- At least two weeks notice if the employee has been employed continuously for two years **AND**;
- One additional week’s notice for each further completed year of continuous employment for a period of less than twelve years; and at least twelve weeks notice for an employee who has been employed twelve years or more.
Part 3 Section 21: Provisions for Bank Staff

21.13 **By the Employee**

The period of notice you are required to give the Department is one week.

**Commitment to work**

21.14 Bank staff, like all staff, will be required to maintain their mandatory training and demonstrate that they are fit to practice within their professional guidelines should they exist.
Part 3 Section 22: Discipline, Grievance and Capability

Section 22: Discipline, Grievance and Capability

22.1 All Staff employed under these terms and conditions are subject to the Departments’ Discipline, Grievance and Capability procedures. Please refer to the Departments’ Red Policy folder for further information.
Section 23: (Unallocated)
Section 24: (Unallocated)
PART 4

EMPLOYEE RELATIONS
Section 25: Facilities for Staff Organisations

25.1 Partnership underpins and facilitates the development of sound and effective employee relations throughout the organisation. It is acknowledged by all stakeholders that in recognising the priority needs for patient services, residential and day care provision, staff representatives can participate fully in the partnership process.

25.2 Employers should allow reasonable paid facility time for recognised staff officials to carry out negotiations with the employer about matters for which the union or professional body is recognised and to undergo training relevant to these duties.

25.3 Examples of these duties include:
- terms and conditions of employment
- Engagement or termination of employment
- allocation of work
- matters of discipline
- union membership or non-membership
- facilities for staff officials
- machinery for negotiation or consultation or other procedures.

25.4 Examples of time off for training include:
- initial basic training, subsequent skills and advanced training
- training for legislative changes.

25.5 The Department of Health and Department of Social Care should also give reasonable time off during working hours for trade union members or representatives for:
- executive committee meetings, annual conferences or regional union meetings
- voting in properly conducted ballots on industrial relations
- voting in union elections
- meetings to discuss urgent matters relating to the workplace.

Further information about the partnership approach can be found at Appendix 1.
Part 4 Section 26: Joint Consultation Machinery

Section 26: Joint Consultation Machinery

26.1 Partnership arrangements should be set up in agreement with employee representatives to lay down rules that will govern the operation of:

26.2 The Joint Consultative Committee (JCC) – this forum should be used by individual professional groups e.g. Ambulance, Nursing and Midwifery, Allied Health Professionals, Professional Technical Body, and should be used to discuss local issues and policies which affect the people covered by the forum only, items however can be taken from this forum to the JNC when issues affect more than one group. The forum cannot make any changes to the terms and conditions held within this handbook;

26.3 The Joint Negotiating Committee (JNC) – this forum should be used primarily for negotiation of changes to/ additions to/ withdrawal of the terms and conditions covered in this handbook.

26.4 Agreement should be reached on a number of issues when establishing a JCC/JNC.

26.5 These include:

• size and composition of the committee

• organisation of committee meetings

• subjects to discuss

• facilities for committee members

• arrangements for reporting back.

26.6 All organisations benefit from good employer/employee consultation and negotiation.

26.7 Organisations which ensure that systematic communication, negotiation and consultation take place on a wide range of subjects will benefit from better decision-making, greater employee understanding and commitment and improved industrial relations.

26.8 Joint consultative arrangements should be based on a partnership approach to industrial relations. This should involve the systematic and routine involvement of staff and their trade union representatives at all levels in shaping the service and in the decision-making process at all stages that affects their working lives and the delivery of healthcare.
26.9 All organisations benefit from good employer/employee consultation. Organisations which ensure that systematic communication and consultation take place on a wide range of subjects will benefit from better decision-making, greater employee understanding and commitment and improved industrial relations.
Section 27: Working Time

27.1 Currently the European Working Time Directive is not Law on the Isle of Man. Working parties are looking into its effect and implementation on the Island within the Departments.

27.2 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.

27.3 Control on working hours should be regarded as an integral element of managing health and safety at work and promoting health at work.

27.4 It is, therefore, appropriate that employers, when organising work, should take account of the general principle of adapting work to the worker.

27.5 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.

Rest breaks

27.6 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 (for example, lunch breaks) will meet the requirements of this provision and no further action will be needed.

27.7 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 employee. In such circumstances the advice of local occupational health services should be sought and any statutory requirements and local guidelines followed.

27.8 Employers must identify special hazards faced by night workers by identifying them in risk assessments as involving a significant risk to
Part 4 Section 27: Working Time

health and safety undertaken in accordance with Health and Safety at Work Regulations.

Health assessment for night workers/ transfer to day work

27.9 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 determined by the departments Occupational Health service. Paid time off should be given to employees to attend occupational health assessments.

27.10 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.
Section 29: (Unallocated)
PART 5
EQUAL OPPORTUNITIES
Part 5 Section 30: General Statement on Equality and Diversity

Section 30: General Statement on Equality and Diversity

30.1 All parties to this agreement are committed to building a workforce which is valued and whose diversity reflects the communities it serves, enabling it to deliver the best possible healthcare service to those communities.

30.2 Everyone working within the organisation should be able to achieve his or her full potential in an environment characterised by dignity and mutual respect.

30.3 Equality of opportunity means that an individual’s diversity is viewed positively and, in recognising that everyone is different, valuing equally the unique contribution that individual experience, knowledge and skills can make.

30.4 Everyone who works within the organisation, or applies to work within the organisation, should be treated fairly and valued equally. All conditions of service and job requirements should fit with the needs of the service and those who work in it, regardless of age, disability, race, nationality, ethnic or national origin, gender, religion, beliefs, sexual orientation, domestic circumstances, social and employment status, HIV status, gender reassignment, political affiliation or trade union membership.

30.5 The organisation should strive to be a place where people want to work, and to be a leader in good employment practice. This agreement seeks to build on the current legal framework through the establishment of good practice.

30.6 It is recognised that not everybody who works for the organisation is covered by this agreement. All parties to this agreement believe that it should be a model for all employers.

Definitions

30.7 Where the term ‘requires’ is used in this agreement, this denotes a requirement set down in law. Where ‘should’ is used, this denotes that there is a local agreement to that effect. The agreements contained in this part of the Handbook should be taken as policy by employers.

Scope

30.8 Each of the key areas to be addressed is contained in this Handbook in Sections 31 to 35 as follows:

Section 31: Recruitment, promotion and staff development
Section 32: Dignity at work
30.9 This agreement has been developed based on the legal minima and best practice.
Section 31: Recruitment, Promotion and Staff Development

General

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

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

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

31.4 Recruitment should be in line with Work Permit Regulations.

Job and person specifications

31.5 Before any decision is made to advertise a job, managers should decide on the need for and nature of a replacement post. Opportunities for flexibility, as set out in Section 34, should be assessed and acted upon so as to attract as talented a group of applicants as possible without needless conditions being applied.

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

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

Selection

31.8 Selection should always be a competitive process except where a member of staff is being re-deployed to accommodate their disability, health needs, maternity, training or other similar situation. In any of these situations there should still be a Knowledge and Skills Framework (KSF) for the post (see Section 6).
31.9 All applicants, where they request it, are entitled to know the reasons why their application has been unsuccessful.

Seeking applicants

31.10 All vacant posts must be advertised except where there is a redundancy exercise in progress.

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

31.12 Advertisements should be expressed in clear language and available in a variety of formats. Where possible the department should attempt to provide information in large print or on tape, and advice given to applicants should be measurably uniform.

Forms of application

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

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

31.15 A confidential means for monitoring applicants and the success of their application should be implemented.

Selection decision

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

31.17 Selection decisions should be carried out by more than one person. Where a panel is appropriate, it should reflect the diversity of the workforce. Selection should be consistently applied and based upon clear criteria which are in line with the job description and person specification.

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

31.19 A means of monitoring the selection process should be implemented.
Part 5 Section 31: Recruitment, Promotion and Staff Development

**Selection processes and tools**

31.20 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.

31.21 All short listed applicants should be asked if they require any particular arrangements to be made in the selection process to enable ease of participation.

**Promotion to a higher pay band**

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

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

31.24 Selection processes should apply as above.

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

31.26 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 that would deliver an increase in pay.

**Positive action**

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

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

**Training and development**

31.29 Every new employee should undergo a comprehensive induction programme, including training in equal opportunities policy and practice at work.
31.30 Every employee should have annual development reviews and a personal development plan (see Section 3 of the KSF Handbook).

31.31 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**

31.32 Recruitment policies and practices should be monitored in line with Legislation.

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

31.34 Records on recruitment and promotion, including reasons for decisions to employ or not, should be kept for a minimum of one year.
Part 5 Section 32: Dignity at Work

**Section 32: Dignity at Work**

**Policy**

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

32.2 This is covered in the Prevention of Bullying, Harassment and Victimisation at Work Policy.

32.3 Please also refer to the Isle of Man Government Equal Opportunities Policy in Red Policy folder.
Part 5 Section 33: Special Leave

**Section 33: Special Leave**

33.1 The following section covers such areas as caring for children and adults and taking into account the need to balance work and personal life. The list below is not exhaustive and provisions for other types of leave may be found in the Department's Special Leave Policy.

**Paternity Leave and Pay and Ante-Natal Leave**

33.2 There will be an entitlement to two weeks paid paternity leave per birth.

33.3 This will apply to biological and adoptive fathers, nominated carers, and same sex partners. Eligibility will be twelve months continuous service at the beginning of the week the baby is due.

33.4 Those with less service will be entitled to a maximum of two days paid leave and a further eight days unpaid leave. (Please refer to Department of Health and Department of Social Care Special Leave Policy and Procedures in Red Policy folder.)

33.5 Any leave granted, whether paid or unpaid, must be taken within eight weeks following the birth.

33.6 An employee must complete an Application for Special Leave form at least 28 days before they want leave to start. (Please refer to Department of Health and Department of Social Care Special Leave Policy and Procedures in Red Policy folder.)

33.7 Reasonable paid time off to attend ante-natal classes will also be given.

**Adoption Leave and Pay**

33.8 This will be available to people wishing to adopt a child.

33.9 The leave should cover official meetings in the adoption process as well as time after the adoption itself.

33.10 Where the child is below age 18 adoption leave and pay will be in line with the maternity leave and pay provisions which are set out in Section 15, Maternity Leave and Pay.

33.11 If the same employer employs both parents the period of leave and pay may be shared. The employees will determine who will take maternity leave and pay and who will take paternity leave and pay.
Part 5 Section 33: Special Leave

33.12 To apply for this leave please refer to the Special Leave Policy for application form.

Parental Leave

33.13 Employees who have parental responsibility have the right to at least 13 weeks leave (18 weeks if child is disabled) in total per child for children aged under 14 (18 in cases of adopted or disabled children). Leave is normally unpaid. A disabled child is defined as having Disabled Living Allowance paid.

33.14 Parental leave should be applicable to any employee with twelve months service in the NHS who has parental responsibility for or who is registered as the father of a child under age 14 (18 in cases of adoption or disabled children).

33.15 The leave can be for any purpose connected with the care of the child.

33.16 Normally no more than 4 weeks parental leave can be taken in any one year. Leave shall normally be taken in blocks of one week or multiples of a week but the period taken may be varied at management discretion.

33.17 Twenty one days notice should normally be given of the intention to take leave together with the start and end date. The notice period may be reduced at management discretion if the reasons for the leave being sought preclude giving 21 days notice.

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

33.19 To apply for this leave please refer to the Special Leave Policy for application form.

Special Leave for Other Reasons

33.20 Please refer to Department of Health and Department of Social Care Special Leave Policy and Procedures in Red Policy folder.
Part 5 Section 34: Flexible Working Arrangements

Section 34: Flexible Working Arrangements

34.1 The Flexible Working Policy is located in the Departments’ Red Policy folder.
Section 35: Employment Break Scheme

35.1 Please refer to the Departments’ Career Break Policy available on the Intranet.

35.2 Department of Health and Department of Social Care should provide all staff with access to an employment break scheme.

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

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

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

35.6 The scheme should provide for people to take a longer period away from work than that provided for by the parental leave and other leave arrangements.
Section 36: (Unallocated)
Section 37: (Unallocated)
Section 38: (Unallocated)
PART 6

OPERATING THE SYSTEM
Section 40: The Joint JNC

40.1 This section describes the roles and functions of the Joint JNC that will be responsible for making recommendations on pay and conditions of service in the Departments for staff previously covered by the UK General Whitley Council (GWC) on the Isle of Man. These are:

40.2 The Joint JNC has overall responsibility for the pay system described in this Handbook.

40.3 Its remit includes:

• maintenance of the new pay system
• the negotiation of any variations in the harmonised core conditions of service
• the discussion of any other general issues of common concern on pay and terms and conditions of service.

40.4 The Joint JNC will be scheduled to meet at least quarterly but meetings may be cancelled by agreement if there is not enough business to justify a meeting.

40.5 Decisions of the Joint JNC will be reached by agreement of both employer and staff representatives.

40.6 The staff organisations with recognition for the purposes of the Joint JNC currently are:

UNISON
The Royal College of Nursing (RCN)
The Royal College of Midwives (RCM)
The Amicus Section of UNITE
The Transport and General Workers Union Section of UNITE (TGWU)
The Chartered Society of Physiotherapy (CSP)
The Society of Radiographers (SoR)
The British Association of Occupational Therapists (BAOT)
The Society of Chiropodists and Podiatrists (SoCP)
The British Dietetic Association (BDA)
Part 6 Section 42: Unallocated

Section 42: (Unallocated)
Section 43: (Unallocated)
Part 6 Section 44: Unallocated

**Section 44: (Unallocated)**
Part 6 Section 45: Unallocated

Section 45: (Unallocated)
PART 7

TRANSITIONAL ARRANGEMENTS
Section 46: Assimilation

Assimilation

Assimilation into new pay structure

46.1 Staff on UK Whitley Terms and Condition and Pay prior to April 2006 will assimilate into the new pay system on the effective date of 1st April 2006.

46.2 For staff returning from secondment to their substantive post on the same contract of employment after the time of assimilation the protection arrangements set out in section 47 will apply.

Assimilation into new pay spines and bands

46.3 Employees’ current pay for the purpose of assimilation into the new pay spines and bands, referred to below as ‘basic pay before assimilation’, is their annual full-time equivalent basic pay on the effective assimilation date plus the annual value of any job-evaluation related allowances (see Annex Q) plus the average value of any bonus payments under schemes that are discontinued.

46.4 Where an employee’s basic pay is already subject to protection at the point of assimilation the protected level of basic pay should be used in this calculation.

46.5 For staff returning from career breaks, maternity leave or other special leave, current pay shall be calculated as above but by reference to the current values of the pay and allowances received in the post they held prior to the break.

46.6 The following rules apply for assimilating staff into the new pay bands:

- The hourly rate of pay will be used for assimilation of all staff so that the postholder will move to the next equal or higher pay point based on the hourly rates.
- In a minority of cases, basic pay before assimilation will be above the maximum of the new pay band. Where there is a difference, pay protection will apply as set out in table 8.
- In the case of staff with an incremental date of 1 April 2006 under their previous pay arrangements, their basic pay for the purpose of any assimilation calculation will include the incremental increase payable on that date.
In the case where a post is matched or evaluated at Band 1 the post will be assimilated into Band 2. This will only occur once on assimilation.

**Pay protection on assimilation**

<table>
<thead>
<tr>
<th>Years following assimilation</th>
<th>Pay Received</th>
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</thead>
<tbody>
<tr>
<td>Up to and including first 5 years from assimilation date of 1 January 2008</td>
<td>Full protected pay plus annual pay award</td>
</tr>
</tbody>
</table>

**Calculating pay before and after assimilation**

46.7 In the case of the minority of individual staff whose regular pay might otherwise be lower under the new system the following arrangements will apply to ensure that any such staff will be no worse off on assimilation.

**Pay protection arrangements**

46.8 Where the combined value of the payments before assimilation remains greater than the combined value of the payments after assimilation, the former level of pay will be protected for the period of time indicated in table 8. These protection arrangements apply to the combined value of payments before and after assimilation, not to individual pay components, excepting the provisions relating to retention of existing on-call arrangements. This is effective from 1 January 2008.

46.9 If standard hours change during the period of protection, other than under the rules for assimilation into new standard hours below (for example where a member of staff changes from full-time to part-time employment), or if a staff member reduces his or her hours of work or level of unsocial hours working, the protected level of pay will be recalculated.

46.10 The period of protection will end when the total level of payments under the new system exceeds the level of protected pay, or when the protected person changes job voluntarily. As soon as possible during the period of protection, the skills, knowledge and role of staff subject to protection will be reviewed to establish whether they could be re-assigned to a higher weighted job or offered development and training to fit them for a higher weighted job.

46.11 Staff with pay protection arising from changes unrelated to this agreement who are also eligible for protection under this agreement
Part 7 Section 46: Assimilation

may, at the time of assimilation, elect either to continue with their existing protection agreement or to move to this protection agreement.

**Incremental dates**

46.12 Staff that are on the top increment of their pay scale before 1st April 2006 will have their increment date changed to 1st April. To alleviate a leapfrogging situation they will assimilate and increment on the day.

For example:

Using table 9, staff member ‘A’ is currently on the top of the Whitley scale of £21,500 and has been for several years and therefore has no increment date. On the 1 April 06 they will assimilate to £22,000 and 1 April 07 move to £23,000 under the new scale.

Staff member ‘B’ is on £21,000 on the Whitley scale and has an increment date of 1 October. On 1 April 06 they will assimilate to £22,000, on 1 October 06 they will increment to £23,000. Therefore staff member ‘B’ attains £23,000 in October 06 whilst staff member ‘A’ was ahead on the Whitley scale prior to assimilation.

| Table 9 |
|------------------------|------------------------|
| Current Whitley scale (£) | Possible new scale (£) |
| 20,000                  | 20,000                  |
| 20,500                  | 21,000                  |
| 21,000                  | 22,000                  |
| 21,500                  | 23,000                  |
|                        | 24,000                  |

In order to ensure that this situation does not occur staff member ‘A’ will assimilate to £22,000 on 1 April 06 and increment on the same day, for that year only, so that they receive £23,000 as of 1 April 06 and are awarded any increments available within the band each year.

46.13 All other staff will retain their current incremental date.

**Assimilation to new conditioned hours**

46.14 Part-time staff whose hours of work change under these Terms and Conditions may opt either to retain the same number of hours they currently work or have their part-time hours altered to represent the same percentage of full-time hours as is currently the case.

46.15 Under IOM assimilation staff whose current full time hours are less than 37 ½ hours can opt to remain on those hours, with management agreement. This will effectively make them part time. Although part
Part 7 Section 46: Assimilation

time members of staff are treated exactly the same as full time staff under these Terms and Conditions their reckonable service for pension purposes could be affected as they would no longer be paying whole time equivalent contributions. Staff are advised to contact the Personnel Office, Superannuation Section for further advice.

Assimilation to new annual leave or general public holiday arrangements

46.16 Any additional leave and general public holiday entitlements set out in Section 13 will begin to accrue from the effective date of assimilation. This will be 1 April 2008.

46.17 Length of service for the purposes of calculating the additional leave entitlements set out in Section 13 includes service prior to the effective date of assimilation (see Section 12 for provisions governing reckonable service).

Leads and allowances

46.18 Within the new pay structure all leads and allowances will be replaced by higher basic pay for the majority of staff. This supports simplification of the pay system and is consistent with the principle of equal pay for work of equal value.

46.19 Employers may use their discretion, subject to partnership arrangements at the JNC, to reward staff undertaking statutory, regulatory duties performed outside those required by the job description and/or measured by the NHS Job Evaluation Scheme.

46.20 The current value of national leads and allowances or other special payments, which compensate staff for elements of their work that are valued within the NHS Job Evaluation Scheme, have been taken into account in setting levels of basic pay in the new system. The allowances which it is agreed fall in this category are listed in Annex Q.

46.21 All other leads and allowances paid when staffs are assimilated into the new system will cease. The value of any such payments made as part of regular pay before assimilation will, however, be taken into account on assimilation to the new pay spine and band. If pay would be protected on assimilation the value of any payments would be included in the protected salary.

Example

Post holder with clothing allowance of £60 per year and telephone allowance of £9 per month (£108 per annum) will have £168 added to
Part 7 Section 46: Assimilation

their basic salary for assimilation. If basic salary was £12,000 and the post was banded such that the top increment was £11,500 the post holder would be protected and receive their basic salary of £12,000 plus £168 until the top increment of the band meets or exceeds the £12,168 earned by the post holder.

Trainees

46.22 The arrangements for the pay and banding of trainees are set out in Annex U.

Career and pay progression

46.23 The gateway system set out in Section 6 will only become fully operational when an employer has put in place reasonable arrangements to ensure that staff have access to development reviews, personal development plans and appropriate support for training and development to meet the applied knowledge and skills required at the gateway concerned.

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

Transitional arrangements for Annual Leave and General Public Holidays

46.25 It has been agreed by the Joint Negotiating Committee for a £500 lump sum payment, subject to tax and NI deductions, to be made to buy out the 2 years annual leave entitlement for the period 1 April 2006 to 31 March 2008. This payment will be paid pro rata based on the contracted hours in each month from 1 April 2006 to 30 November 2007 with the assumption that contracted hours do not change from 30 November 2007 until 31 March 2008. If a member of staff leaves after the payment has been made and before 31 March 2008 a percentage of the lump sum will be deducted from their final salary based on £20.84 per month. Staff must be employed by the Department of Health or the Department of Social Care and under the remit of the Modernisation of Pay Terms and Conditions Project or in receipt of an NHS Pension on the lump sum payment date to qualify. For the basis of this calculation the Whole Time Equivalent (WTE) will be deemed to be the WTE for the post prior to assimilation.

Examples

Part 7 Section 46: Assimilation

A member of staff who started full time on 1 May 2006 would receive: £500 / 24 months * 23 months = £479.17

A member of staff who worked 18.75 hours of 37.5 for the whole period would receive: £500 / 24 months * 24 months / 37.5 hours * 18.75 hours = £250.00

A member of staff who worked 17.5 hours of 35 for the whole period would receive: £500 / 24 months * 24 months / 35 hours * 17.5 hours = £250.00

A member of staff who worked full time and left in January 2008 after receiving the full £500 would have deducted from his salary: £500 / 24 months * 2 months = £41.67 to take into account the two months of the full period not worked.

Payment of Arrears after Assimilation

46.26 Arrears of pay will be calculated using the original calculation and your new hourly rate. Therefore, if you received overtime this will be recalculated using your new hourly rate and then you will be paid the difference. The reason for paying the arrears like this is because it is impossible to backdate a change to conditioned hours without filling in new retrospective timesheets.

Example:

A member of staff originally received £150 for 10 hours time and half overtime at £10 per hour.

Their new hourly rate is £11.25 which gives an overtime payment of £168.75 so they would receive £18.75 arrears.

A member of staff received £220.00 for 22 additional hours at £10 per hour.

Their new hourly rate is £11.25 which gives a new additional hours payment of £247.50 so they would receive £27.50 arrears.

Protection for annual leave

46.27 Any staff member who is currently afforded more annual leave than is under these terms and conditions and those set out in section 13 will have their leave entitlement protected for 5 years from the date of assimilation.
Part 7 Section 47: Protection

Section 47: Protection

Pay

47.1 Where pay requires protection the following should apply:

Table 10

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<th>Years Protection</th>
<th>Pay Received</th>
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</thead>
<tbody>
<tr>
<td>Up to and including first 5 years</td>
<td>Full protected pay plus annual pay award</td>
</tr>
</tbody>
</table>

Terms and conditions

47.2 Where there is a requirement for protection of terms and conditions the period of protection should be negotiated at the Joint JNC as any change in these terms and conditions may affect the staff as a whole and not individuals.
Section 48: Monitoring, Reviews and Appeals

Monitoring

48.1 A framework will be agreed by the Joint JNC, to ensure that consistent information will be collected on:

- the use of the Job Evaluation Scheme and job profiles
- the use of recruitment premia against the criteria identified in Section 5
- the use of the KSF and development reviews
- the provision of support for training/development (including funding and protected time)
- the progression of staff through pay band gateways.

48.2 This information will be gathered in such a way as to enable analysis by occupational group, age, pay band, ethnicity, disability and gender including both full-time and part-time staff.

48.3 Employers and staff side representatives, in partnership, will use the results of the monitoring exercise to ensure best practice is being followed.

Local reviews

48.4 The information will also be used locally to identify problems.

48.5 Where common problems arise for a group of staff in an organisation, the employer and staff representatives, working in partnership, should review the problem in order to try to identify a common solution that can be applied to as many of the cases as possible.

48.6 The results of a review and the reasons for them will be made available to all those concerned. Where a matter has been dealt with by review, and remedial action instituted, no further right of appeal will exist, unless the staff member concerned can show a material difference in his or her case that was not considered by the review.

Appeals

48.7 Every effort will be made to ensure that managers and staff are able to resolve differences locally without recourse to the formal procedures given in Annex S or, in the case of disagreements over decisions on job profile matching or local job evaluations, based on the protocols set out in the Job Matching and Job Evaluation Review Policy within three months of notification of Banding results.
48.8 Where appeals are upheld the associated pay or benefits will normally be backdated to the date the appeal was lodged. But, in the case of appeals concerning decisions in relation to assimilation, they will be backdated to the effective date of assimilation provided the appeal was lodged within six months of the date on which the person was notified or could otherwise have reasonably been expected to be aware of the decision giving rise to the appeal. Refer to Annex S for more information on the Appeals procedure.

**Job Evaluations**

48.9 The *Job Matching and Job Evaluation Review Policy* 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.

48.10 Decisions in relation to assimilation will be backdated to the effective date of assimilation.
Annex A: Staff Groups Affected by Modernisation of Pay, Terms and Conditions on Isle of Man

Annex A: Staff Groups Affected by Modernisation of Pay, Terms and Conditions on the Isle of Man

1 Any staff that were previously covered by the following Terms and Conditions:

   Ambulance Council
   Ambulance Officers (Administrative and Clerical Staff)
   **General Whitley**
   Nursing and Midwifery
   Allied Health Professionals (AHP/PTA)
   Healthcare Pharmacists
   Professional Technical Body (PTB)
   Speech and Language Therapists and Speech and Language Assistants
   Psychologists and Psychotherapists

   are now covered by the new Terms and Conditions in this handbook.

2 Any previous Terms and Conditions will be superseded by this document.
## Annex B: Current Pay Scales

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### Annex B: Pay Scales

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### Annex B: Pay Scales

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Annex C: Development Roles

Annex C: Filling Vacancies, Development Roles for Higher Band Establishment Professional Roles

1. When a vacancy arises within the organisation it is often considered that it is in the best interests of both the Department and individual members of staff to develop a current employee into a role although he/she may not meet the criteria needed to undertake the role at that time.

2. If an individual would be required to undertake a qualification in order to meet the full requirements of the role, it may be that in certain circumstances they should be appointed to a lower pay band. Any appointment should be made by providing equal opportunities through recruitment and selection in open competition.

3. During the period of time that the initial training and development is undertaken the post holder should be employed in a development role which would normally be a band lower than the substantive post. Advice and information on the suitability of appointment to a development role can be obtained from the Joint Job Evaluation Leads.

   - For example, a vacancy exists for highly specialist nurse which is a pay band 7 post. There is requirement for the post holder to have a specialist post registration qualification within the speciality and also to undertake a role at “Master level” evidenced either by acquisition of a masters or by extensive experience or short courses within the speciality (which will be clearly identified within the job description). Where no staff have the appropriate qualification to fulfill this post a pay band 6 post job description would be written and used for the development period.

4. Following acquisition of the appropriate training and development to meet the foundation level of the substantive post the post holder would automatically progress to the appropriate pay band even though they would be unable to undertake the full role at this stage. Further development and progression through the final gateway would be evidenced by KSF in the usual way.

5. Application of this process is only suitable where there is a considerable difference between the level of Knowledge, Training and Experience Factors of the appointee and the job description of the establishment position equivalent to at least 2 factor levels as measured utilising the NHS Job Evaluation Scheme. This is not appropriate where the step of knowledge required to fulfill the ‘fullness of the role’ equates to 1 factor level which is common practice.

   - For example, a vacancy arises for an Occupational Therapist Technical Instructor pay band 3. This full role requires an NVQ level III. The post is filled by someone who does not have this qualification. This appointment should be at pay band 3; the appointee would be expected to undertake NVQ III in order to meet the full requirements of the role and to progress through the final gateway.
6. Staff recruited to these roles will receive an offer letter and contract clearly defining the nature of the development role and its progression, including the time period for completion of the appropriate training development (which will include attaining qualification) clearly stated including arrangements in the event of failure to achieve the required qualifications for appointment to the higher band post.
Annex D: Working or Providing Emergency Cover Outside Normal Hours

Working outside normal hours

1 The interim regime, set out in Section 2, provides for staff outside the ambulance service to continue to be paid for work in standard hours. This excludes overtime and work arising from on-call duties carried out during unsocial hours. The mechanism for payment is the provision described within the relevant current Whitley Council provisions for each staff group.

On-call and other extended service cover

2 From 1 April 2006, where agreed locally, all current on-call arrangements will remain in force, irrespective of whether they were nationally or locally agreed until such time as new harmonised agreement can be reached for all groups.

3 The location of each current national agreement is in the handbooks and Advance Letters of the functional Whitley Councils, as indicated below.

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<td>Nursing and Midwifery Staffs Negotiating Council handbook</td>
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<td>Section 3: Allowances</td>
<td>Professions Allied to Medicine and related Grades of Staff (PTA) Council handbook: special duty payments</td>
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<td>Appendix F of Advance Letter (PH) 2/91: unsocial hours payments; Advance Letter (PH) 1/86 paragraph 4:</td>
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emergency duty service;
Appendix C to Advance Letter
(PH) 1/2004: emergency duty
commitment allowance
Working outside normal hours

1 The following provisions for unsocial hours payments will apply to Ambulance staff until such time as an agreement is reached for harmonised unsocial hours payments for staff employed under these terms and conditions.

2 Pay enhancements will be given to staff whose working pattern in standard hours, but excluding overtime and work arising from on-call duties, is carried out during the times identified below:

- **for staff in pay bands 1 to 7** - any time worked before 7am or after 7pm Monday to Friday, and any time worked on Saturdays, Sundays or Bank Holidays
- **for staff in pay bands 8 and 9** - any time worked before 7am or after 10pm Monday to Friday, any time worked before 9am or after 1pm on Saturdays and Sundays, and any time worked on bank holidays.

3 The pay enhancement will be based on the average number of hours worked outside these times during the standard working week, and will be paid as a fixed percentage addition to basic pay in each pay period. The enhancement will be pensionable and count for sick pay, but will not be consolidated for purposes of overtime or any other payment. Once the average has been agreed, the payment will not normally change because of small week-to-week variations in the shifts worked. It will, therefore, be payable during short periods of leave or training. It will, however, be re-calculated if there is a significant change in working pattern.

4 This average will be calculated over a 13-week reference period or over the period in which one cycle of the rota is completed, whichever more accurately reflects the normal pattern of working. For the purposes of the calculation short meal breaks taken during each work period will be included. An eight-hour shift from 3pm to 11pm would, therefore, include four qualifying hours for staff in pay bands 1 to 7, irrespective of when in that period a meal break was taken.

5 The enhancement will be paid as a percentage of basic salary each month, subject to a maximum of 25 per cent for staff in pay bands 1 to 7 and 10 per cent in pay bands 8 and above. Basic salary for these purposes will be regarded as including any long-term recruitment and retention premia. It will not include short-term recruitment and retention premia, high-cost area payments or any other payment.

6 Where the average exceeds five hours a week during the times set out above, there will be a banded system of pay enhancements. The payment will not vary unless the working pattern changes sufficiently to take the number of qualifying hours outside the band over the reference period as a whole.

7 Where unsocial hours working is limited or very irregular (averaging no more than five hours a week over the reference period) pay enhancements will be agreed locally. These may be fixed or variable, and based on actual or estimated hours worked, subject to local agreement. To ensure fairness to staff qualifying under the national rules set out above, locally agreed payments may not exceed the minimum percentage in the national provisions.
Annex E: Provisions for Unsocial Hours Payments for Ambulance Staff

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

8 For part-time staff and other staff working other than 37 ½ hours a week excluding meal breaks, the average number of hours worked outside the normal hours will be adjusted to ensure they are paid a fair percentage enhancement of salary for unsocial hours working. This will be done by calculating the number of hours which would have been worked outside normal hours if they had worked standard full-time hours of 37 ½ hours a week with the same proportion of hours worked outside normal hours. This number of hours is then used to determine the appropriate percentage set out in Table 11.

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9 For an example of the effect of this provision see Annex F.

Staff working rostered overtime

10 Where staff work shifts that always include a fixed amount of overtime (rostered overtime) the hours worked outside normal hours should be calculated as if they were working non-standard hours in excess of 37 ½ hours per week. For an example of the effect of this see Annex F.

Self-rostering schemes

11 Where staff have agreed self-rostering arrangements with their employer, local provisions should be agreed to ensure that the enhancements payable under these types of provisions are shared fairly among members of the team.

12 In these cases employers and staff side representatives should agree the level of payment appropriate for the team, on the basis of the unsocial hours coverage needed to provide satisfactory levels of patient care. This should be based on the period covering a full rota or, where there is no fixed pattern, an agreed period of not less than 13 weeks’ activity for that team and divided among team members subject to a formula that they agree.

13 For an example of the effect of this provision see Annex F.
Annex E: Provisions for Unsocial Hours Payments for Ambulance Staff

Annual hours and similar agreements

14 Agreement should be reached locally on pay enhancements for staff on annual hours agreements who work outside normal hours. The agreement should respect the principles of this Annex to ensure that the arrangements for these staff are consistent with those for other staff working outside normal hours.

15 For an example of the effect of this provision see Annex F.

Bank staff

16 Work for a staff bank run by the employer should be treated as a separate contract for the purpose of these rules and any additional payment due calculated as a percentage of their bank earnings, based on the number of bank hours worked outside normal hours.

17 For an example of the effect of this provision see Annex F.

Unforeseen changes to agreed patterns of working

18 Management and staff side representatives, working in partnership, should develop protocols that ensure sensible planning for unexpected absence (such as the use of first on-call rotas for overtime) and minimise the need for frequent or sudden changes to agreed normal working patterns.

19 However, where it is necessary for employers to ask staff to change their shift within 24 hours of the scheduled work period, such staff should receive an unforeseen change payment of £15 for doing so. The payment is not applicable to shifts that staff agree to work as overtime, or that they swap with other staff members.

20 Good management practice should ensure that this type of payment is not used where absence is predictable, for example to cover maternity leave, long-term sick leave, planned annual leave etc. Appropriate monitoring of these payments should be undertaken at both a local (for example, ward) and strategic (i.e. board) level in the organisation to identify circumstances which would suggest excessive or unusual trends for such payments.
Annex F: Provisions for Unsocial Hours Payments for Ambulance Staff

Examples of special cases under the provisions for work outside normal hours

Example of application to part-time staff

1. A person in a job in Pay Band 1 works half-standard hours (18 ¾ hours a week) and regularly does three day shifts each week (including a half-hour meal break) between 10am and 4:45pm on Thursdays, Fridays and Saturdays.

2. In this case only the shift worked on Saturday is outside the normal hours set out in Annex E. The hours worked outside normal hours each week are, therefore, seven hours (including for this purpose the short meal break). Because the pattern is regular, this is also the average. If this person had worked full-time standard hours of 37 ½ hours a week, with the same proportion of hours outside normal hours, they would have worked double the number of hours outside normal hours. The figure of 14 hours a week is therefore used in Table 11 in Annex E to determine that the appropriate enhancement to the part-time salary is 17 per cent.

3. The enhancement would only need to be re-estimated if the average number of hours outside normal hours increased by three hours a week to 17 hours or more, or fell by more than one hour a week to under 13 hours. Neither is likely, however, unless the shift pattern changes.

Example of application to a self-rostering scheme (where the team agree to equalise enhancements)

4. A team of staff provides services to patients in their homes. Most visits take place during the day, but a limited number of patients require an evening visit to settle them for the night. In the past this has been covered by a shift pattern of four weeks of early shifts and one week of late shifts.

5. In this case the team, who work well together, ask their manager if they can agree among themselves each month who will cover the evening work. They also ask if they can control the timing of late shifts to better balance work and home life and allow more patients to be settled at a time they prefer, and if they can share the unsocial hours payments to avoid money being an issue in the rostering.

6. In this case the employer and team agree that the previous shift pattern satisfactorily defines the degree of unsocial hours working necessary to provide a satisfactory level of patient care. The unsocial hours enhancement due under these rules would then be calculated on the basis that each team member worked the number of hours outside normal hours implied by the four-early one-late shift system. A percentage enhancement is paid on that basis to each team member irrespective of the actual rostering provided the team continues to provide satisfactory levels of patient care.
Example of application to annual hours agreements

7 A number of staff members ask if they can work variable hours to allow them to better combine work and care responsibilities, subject to working an agreed number of hours annually. In order to allow for the fact that standard hours are variable under this agreement, the employer and employee agree to estimate the average hours worked outside normal hours on the basis of the average for colleagues in the same role in the same work area, subject to a retrospective adjustment if there were evidence that the actual average hours worked outside normal hours over the year as a whole had varied significantly from this level.

Example of application to Bank staff

8 A member of staff in Pay Band 6 works full-time on alternate early and late shifts Monday to Friday. No hours are worked outside normal hours during the early shift. But four hours per day are worked outside normal hours during each late shift. This results in an average of ten hours per week being worked outside normal hours, and the staff member receives an enhancement of 13 per cent of salary under the normal rules.

9 However, they also work an eight-hour bank shift once a fortnight on average during a weekend period. This is treated as a separate contract under these rules.

10 So, the enhancement for working outside normal hours for their bank work is calculated as if they were a part-time worker working all their hours outside normal hours.

11 In this case the hours worked for the bank each week are four hours, all of which fall outside normal hours. Under the rule for part-time workers in Annex E, if the person had worked full-time for the bank with the same proportion of hours outside normal hours they would have worked 37 ½ hours a week outside normal hours. This figure is therefore used to determine the appropriate enhancement to the income from the bank which in this case is 25 per cent.

12 In this case the enhancement to bank earnings does not need to be re-calculated however many hours are actually worked for the bank at weekends since they are all outside normal hours. If, however, the person started doing significant bank work in normal hours, the enhancement might need to be re-estimated if the proportion worked outside normal hours fell to 21 hours out of every 37 ½ or below, as the enhancement would then fall into a different band.

Example of application to staff working rostered overtime

13 A person works on a maintenance team which deploys staff on alternate weeks of early and late nine-hour shifts, 7am to 4pm and 1pm to 10pm Monday to Friday, with a half-hour meal break. Their regular shift pattern therefore covers 42 ½ hours a week excluding meal breaks and always includes five hours of overtime. Because their shift pattern always includes a fixed amount of overtime, this is treated as rostered overtime within a non-standard working week. As a result, all the hours may count towards the total of hours outside normal hours, but this is then adjusted for the longer week.
In this example an average of 7 ½ hours a week are worked outside normal hours over the whole rota. If, however, they had worked the same proportion of hours outside normal hours in a standard week, the total would have been just under 6.7 hours a week. This qualifies for a payment of 9 per cent of basic pay for working outside normal hours, in addition to the normal overtime payment for the overtime hours.
Annex G: Good Practice Guidance on Managing Working Patterns

1 An important aspect of managing the provision of emergency cover outside normal hours is ensuring good management practice and, where necessary, ensuring appropriate protocols are put in place. This should reduce the difficulties arising from the unpredictability within the system.

2 Similarly, in line with good working practices, employers should ensure that staff are given adequate time to be made aware of their working patterns, as a guide at least four weeks before they become operational.

3 Flexible working arrangements are a key element of the Improving Working Lives Standard and ensuring the effective management of the rostering process can have an impact on unexpected difficulties.

4 The Improving Working Lives (IWL) website at:

www.dh.gov.uk/policyandguidance/humanresourcesandtraining/modelemployer/improvingworkinglives

includes a good practice database, which details a raft of information and provides examples of how flexible working is used to cover both normal hours and the provision of care outside normal hours. There are comparable initiatives providing similar information in each of the other countries (for example, the PIN Guidelines in NHS Scotland).

5 A series of Improving Working Lives toolkits has been produced to provide guidance to both managers and staff covering the whole range of issues within Improving Working Lives, including flexible working. Specific toolkits have also been produced aimed at particular staff groups, for example, Allied Health Professionals and Healthcare Scientists. These documents can be downloaded from the IWL website.
Annex I: (Unallocated)
Annex J: Recruitment and Retention Premia Criteria

1 Recruitment and retention premia are additions to the pay of a post or group of similar posts where market pressures would otherwise prevent the employer from being able to recruit or retain staff in sufficient numbers at the normal salary for jobs of that weight. The new system provides for them to be awarded on either a short term or long term basis.

2 To ensure consistency in the application and payment of recruitment and retention premia, the Department should adhere to the following protocol.

Recruitment

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

4 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 that could be made to the employment package (for example, training opportunities, childcare, relocation), or any expected increase in the supply of staff suitable for the post.

5 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.

6 However, if on the basis of paragraphs 2 and 3 above, it is decided that the vacancy problem can be addressed most effectively only through payment of a recruitment and retention premium; the employer should write a business case and present it at Joint JNC. It would then be decided 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).

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 (for example, childcare support, training and development) are sufficiently developed. Where possible, local turnover rates should be compared with national rates. In addition regular exit surveys will be undertaken 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 Department should decide whether the problem is likely to be resolved in the foreseeable future
Annex J: Recruitment and Retention Premia Criteria

(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. The Department should then consult at Joint JNC level.

**Posts to which this guidance may be applicable**

9 The use of Job Evaluation to ensure fair pay between NHS jobs has revealed a number of jobs with relatively high levels of pay in relation to job weight which appear to reflect past responses to external labour market pressures. In some cases employers have used higher grades than would appear appropriate on the basis of a strict interpretation of grading definitions in order to recruit or retain staff. In other cases there have been national agreements to improve the pay of particular grades or groups because of concerns about recruitment and retention.

10 In normal circumstances, evidence will be sought that it is not possible to recruit or retain staff at the normal job-evaluated pay level before agreeing a recruitment and retention premium.

11 The website below lists those staff groups which have been awarded nationally (UK) agreed awards and should not exclude any premia that have been locally agreed. [http://www.nhsemployers.org/pay-conditions/agenda-for-change.cfm](http://www.nhsemployers.org/pay-conditions/agenda-for-change.cfm)

12 The JNC may establish different premia for different classes or types of post provided there is evidence that the recruitment and retention position is different, for example, because they have significantly different job descriptions and are in different pay bands under the new system.

**Review**

13 Once recruitment and retention premia are awarded they should be reviewed annually. This review should be done at Joint JNC.

14 The review should consider, among other factors:

- how far the recruitment and retention premia have allowed the Departments 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.

15 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 5.17. Long-term premia should be adjusted or withdrawn for anyone offered a qualifying post after the decision to withdraw or reduce the premium has been made.
Annex K: (Unallocated)
Annex L: Mileage Allowances

OFFICIAL DISTANCES

The distances between various towns and villages on the Isle of Man are given below and mileage allowance claims should be based on these distances unless there are special reasons, which must be stated, for claiming a greater distance.

a) SINGLE JOURNEY DISTANCES

<table>
<thead>
<tr>
<th>Journeys</th>
<th>Distances (in miles)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Castletown to Port Erin</td>
<td>4 (via Shore Road)</td>
</tr>
<tr>
<td>Castletown to Port St Mary</td>
<td>4 (via Shore Road)</td>
</tr>
<tr>
<td>Douglas to Ramsey</td>
<td>16.5</td>
</tr>
<tr>
<td>Douglas to Laxey</td>
<td>7.5</td>
</tr>
<tr>
<td>Douglas to Peel</td>
<td>11</td>
</tr>
<tr>
<td>Douglas to Castletown</td>
<td>10</td>
</tr>
<tr>
<td>Douglas to Port Erin</td>
<td>14</td>
</tr>
<tr>
<td>Douglas to Ronaldsway</td>
<td>8.5</td>
</tr>
<tr>
<td>Douglas to Colby</td>
<td>12</td>
</tr>
<tr>
<td>Douglas to Jurby</td>
<td>17</td>
</tr>
<tr>
<td>Douglas to Wild Life Park</td>
<td>19 (via Ballacraine/Ballaugh)</td>
</tr>
<tr>
<td>Douglas to Wild Life Park</td>
<td>15 (via Sulby Glen)</td>
</tr>
<tr>
<td>Douglas to Kirk Michael</td>
<td>15</td>
</tr>
<tr>
<td>Douglas to Cregneash</td>
<td>16</td>
</tr>
<tr>
<td>Douglas to Onchan</td>
<td>2</td>
</tr>
<tr>
<td>Ramsey to Bride</td>
<td>4.5</td>
</tr>
<tr>
<td>Ramsey to Peel</td>
<td>16</td>
</tr>
<tr>
<td>Peel to Port Erin</td>
<td>14</td>
</tr>
<tr>
<td>Peel to Port St Mary</td>
<td>14</td>
</tr>
<tr>
<td>Peel to Castletown</td>
<td>12</td>
</tr>
</tbody>
</table>

b) RETURN JOURNEYS DISTANCES

<table>
<thead>
<tr>
<th>Journeys</th>
<th>Distances (in miles)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CGO to Police Headquarters</td>
<td>3</td>
</tr>
<tr>
<td>CGO to HM Prison</td>
<td>3</td>
</tr>
<tr>
<td>CGO to Tromode House</td>
<td>3 (via Tromode Road)</td>
</tr>
<tr>
<td>CGO to Vehicle Testing Centre</td>
<td>3</td>
</tr>
<tr>
<td>CGO to Training Centre, Peel Road</td>
<td>2</td>
</tr>
<tr>
<td>CGO to College, Homefield Rd</td>
<td>3.5</td>
</tr>
<tr>
<td>Sea Terminal to Nobles Hospital (Braddan)</td>
<td>5.2</td>
</tr>
<tr>
<td>Circular Road to Nobles Hospital (Braddan)</td>
<td>4.2</td>
</tr>
</tbody>
</table>

(CGO is Central Government Offices on Bucks Road).
The Treasury makes the following order under section 6(2) of the Payment of the Members’ Expenses Act 1989.

1. **Title**

   This order is the Payment of the Members’ Expenses (Travelling Allowances) (No.2) Order 2013.

2. **Commencement**

   If approved by Tynwald, this Order comes into operation on 1 August 2013.

3. **Interpretation**

   In this Order -

   "the Act" means the Payment of the Members’ Expenses Act 1989;

   "constituency business" means any business of a Member of the Keys in his or her capacity as an elected member of the constituency he or she represents;

   "official business" mean parliamentary business other than constituency business and business undertaken on behalf of any office mentioned in section 1(2) of the Act or as a member of a Board, committee, commission or body specified in section 5(1)(b) to (d) of the Act;

   "member" mean a person to whom a travelling allowance is payable under section 5(1) of the Act.

4. **Scale and conditions of payment of travelling allowances**

   (1) Except as provided for in paragraphs (2) and (3), travelling allowances payable by virtue of section 5(1) of the Act are payable in respect of travel on official business as follows –

   (a) in respect of a journey by means of the member’s own motor vehicle, at the rates set out in the Schedule.
Annex L: Mileage Allowances

(b) in respect of a journey by means by public transport, at a rate equal to the actual cost of the transport;

(c) in respect of a journey that includes a return journey from the Island by air, the member is entitled, in respect of travel to and from Ronaldsway Airport by means of the members’ own motor vehicle, to the allowance under paragraph (1)(a) and reimbursement of any parking charge incurred for parking at the airport;

(2) Travelling allowances payable in respect of constituency business are prescribed at nil rate.

(3) Member of Tynwald undertaking the journeys listed in column 1 of the following table are entitled to claim for the mileage only as set out in column 2:

<table>
<thead>
<tr>
<th>Journey</th>
<th>Eligible mileage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Between the member’s home and Legislative Buildings (or, on Tynwald Day, Tynwald Hill)</td>
<td>None</td>
</tr>
<tr>
<td>The member’s home to his or her first appointment of the day on official business</td>
<td>The distance travelled in excess of the distance from the member’s home to Legislative Buildings</td>
</tr>
<tr>
<td>The member’s last appointment of the day on official business to his or her home</td>
<td>The distance travelled in excess of the distance from Legislative Buildings to the member’s home</td>
</tr>
</tbody>
</table>

5. Revocations

The Travelling Allowances Order 2006, The Travelling Allowances Order 2013 and the Payment of Members Expenses (Travelling Allowances) Order 2013 are revoked.

SCHEDULE

[Article 4(1)(a)]

MILEAGE RATES (PENCE PER MILE)

<table>
<thead>
<tr>
<th>Travelling within the Island</th>
<th>off-Island Travel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Within a 12 month period commencing 1st April</td>
<td></td>
</tr>
<tr>
<td>First 6,000 Miles</td>
<td>Over 6,000 Miles</td>
</tr>
<tr>
<td>Motor Vehicle</td>
<td>46.0</td>
</tr>
<tr>
<td>Motor Cycle</td>
<td>26.0</td>
</tr>
</tbody>
</table>
Annex M: Mileage Allowances for Travel Carried out in the UK

1. With effect from 1 August 2013 a rate of 34 pence per mile is used for off island mileage.
Annex N: Subsistence Allowances

Government Circular No 54/07

SUBSISTENCE ALLOWANCES

Approved by Tynwald 16th October 2007
Coming into operation 1st November 2007

The following subsistence allowances shall be payable to Members of Tynwald, Officials, members of
the Isle of Man Civil Service and other such persons as the Treasury may direct in respect of absences
on official business.

ABSENCES WITHIN THE ISLE OF MAN

1. Meal Allowances

<table>
<thead>
<tr>
<th></th>
<th>One</th>
<th>Two</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meal</td>
<td>£6.70</td>
<td>£13.40</td>
</tr>
</tbody>
</table>

(a) The allowance for one meal shall only be payable if the person concerned is not only away from
his/her usual (designated) place of duty for over 5 hours (e.g. leaves before 11 a.m. and returns after
4 p.m.) but also is at least 5 miles away from this place.

(b) To qualify for 2 meals the person concerned must be absent on duty more than 5 miles from
his/her normal place of work for over 10 hours.

(c) The allowance should not be paid to persons whose duties require them to travel away from
their normal place of work on a regular basis, persons with no fixed work base or to persons who work
from home.

(d) The maximum claim per meal is £6.70 subject to a maximum claim in any 24 hour period of
£13.40.

Note: This allowance is intended to compensate officers who, unexpectedly and with little
notice, have to travel away from their normal base of operation and are unable to return to follow
their normal meal arrangements. It is not intended to supplement the pay of those officers who in
the normal course of their duties do a good deal of travelling.
Annex N: Subsistence Allowances

ABSENCES FROM THE ISLE OF MAN

2. Allowances for Training Courses
(where food and accommodation are provided as part of the Training package)

First 7 days £10.00 per day
Thereafter £7.00 per day

(If food is not provided then an additional sum of £25 per day should be allowed to each officer).

3. Daily (24 Hour) Allowances

These rates are to cover a 24 hour period of absence from the Isle of Man and provide for accommodation, breakfast, lunch, dinner and other incidentals. It is based on the premise that accommodation with a breakfast is provided and that an allowance of £12 is made for lunch, £23 for an evening meal and £3 for incidentals.

**Lower Rate**
First 7 days to a maximum of £120.00 per day
Thereafter to a maximum of £93.00 per day

**Higher Rate**
First 7 days to a maximum of £160.00 per day
Thereafter to a maximum of £117.00 per day

Notes:
(a) The above rates are maxima which include accommodation, subsistence allowances and incidentals.

(b) The higher rates apply to the metropolitan area of London, (all areas within the boundary of the M25 motorway) Heathrow and Gatwick airports, the Channel Islands, the Republic of Ireland and any country outside the British Isles, otherwise the lower rate applies.

(c) Hotel accommodation including breakfast should whenever possible be pre-booked via the Government's contracted travel agents.

(d) If hotel accommodation is not pre-booked, claimants must produce evidence to support their claim in the form of a receipted hotel invoice. Only the bed and breakfast element of the invoice should be reimbursed and not incidentals such as drinks, telephone calls etc.

(e) If exceptionally the cost of hotel accommodation is likely to exceed the above limits, the approval of the Accounting Officer, or an officer so authorised by the Accounting Officer, must agree the additional expenditure prior to the visit being undertaken and that decision should be recorded for audit purposes.

(f) The maximum daily amount of subsistence allowed should not exceed £38. This has been calculated by allowing £12 for lunch, £23 for an evening meal and £3 for incidentals. (The £3 for incidentals is only payable for each overnight period the claimant is absent and is intended to cover the cost of a phone call home, a newspaper and a late evening beverage such as tea or coffee). The incidentals allowance is not payable where claimants leave and return to the Island on the same day.
Examples

Claimant 1 stays in a hotel in London and is charged £120 for bed and breakfast. The maximum claim (including daily subsistence) will be £158 for each 24 hour period (£120 plus £38 subsistence).

Claimant 2 stays in a hotel in London and is charged £150 for bed and breakfast. The maximum claim (including daily subsistence) will be £160 for each 24 hour period (£150 plus £10 subsistence). Note in this case, the daily subsistence rate is limited to £10 unless the claimant was previously authorised to exceed the limit as shown at paragraph 3(e) above.

(g) If any claimant wishes to stay with friends or relatives and thus is unable to provide a receipted invoice for bed and breakfast then the maximum amount claimable, including subsistence and incidentals is £50 per 24 hour period of absence.

(h) The daily allowance to all claimants will be reduced if any meal is provided (other than breakfast). Thus if bed, breakfast and evening dinner were provided then the maximum allowance should not exceed £15 to cover lunch and incidentals (newspapers and telephone calls etc.). If all meals were provided the maximum allowance per 24 hour period would be £3 for incidentals only.

(i) Where the claimant leaves the Isle of Man and returns on the same day, the following allowances will be payable:

1. If travelling before 1200 hours and return is prior to 1900 hours, then an allowance of £12 can be claimed for lunch;

2. If travel is before 1200 hours and arrival back on the Isle of Man is later than 1900 hours, then a further £23 can be claimed to cover the cost of an evening meal. Therefore, the maximum sum that can be paid to a claimant leaving and returning to the Island on the same day is £35.

(j) A claimant returning to the Isle of Man after spending at least one night off the Island may also be entitled to the allowances specified in Note (i) provided the period of absence is not already covered by the daily (24 hours) allowance.

Example

An officer leaving the Island before 1200 hours (noon) on one day and returning at 1930 hours the following day would be entitled to the following (assuming his/her hotel accommodation cost was £122 or less (higher rate) or £82 or less (lower rate) and was paid separately):

| Lunch day 1 | £12 |
| Evening meal day 1 | £23 |
| Incidentals day 1 | £3 |
| Lunch day 2 | £12 |
| Evening meal day 2 | £23 |

£73

4. Domestic Travel (within British Isles and Ireland) and Worldwide Travel (beyond British Isles and Ireland)

Prior written approval must be obtained for all official travel from the Island as follows:
Annex N: Subsistence Allowances

Domestic Travel (within British Isles and Ireland) - the Accounting Officer, or other senior officers so authorised in writing by the Accounting Officer;

Worldwide Travel (beyond British Isles and Ireland) – the Accounting Officer. If the Accounting Officer is the intended traveller, then the prior approval of the Minister or Board must be obtained and the decision minuted.

The authorised classes of air travel are as follows:

**Scheduled Flying Time up to 4 hours**

All business travel where the scheduled flying time is up to 4 hours (including all European destinations), the traveller is authorised to travel in *Economy Class* only.

Scheduled Flying Time over 4 hours

All business travel where the scheduled flying time is more than 4 hours, the traveller may travel *Business Class*. (Departments are not obliged to support this class of travel and may apply discretion dependent upon the circumstances of each case). **Exceptions to this are where the traveller may arrive at the destination more than 24 hours ahead of any scheduled business needs**, in which case the class of travel will be *Economy Class*.

Note: If the Minister or Board, when approving the travel, consider an exception to the authorised class of travel to be appropriate, the reasons for that decision should be minuted.

(c) Separate arrangements may be needed for foreign trips where it is not possible to restrict expenditure to the maxima stated at paragraph 3 above. The Minister or Board should wherever possible agree the hotel costs prior to travel and that decision should be minuted. Reimbursement of meal and incidental costs will be on an actual expenditure basis (invoices and/or receipts should be produced in support of claims).

5. Miscellaneous

(a) In relation to attendance by ordinary members and officers of the Isle of Man Branch of the Commonwealth Parliamentary Association at meetings of the Association outside of the Isle of Man, at which accommodation is provided free of charge, a daily allowance of £45 shall be payable.

MADE 12th September 2007

A F Downie MLC Signed by Authority of the Minister for the Treasury

Annex N: Subsistence Allowances

EXPLANATORY NOTE

(This Note is not part of the Circular)

This Circular sets out revised rates of subsistence allowances in respect of absences on official business and replaces the previous Government Circular No. 32/06 which was approved by Tynwald on the 17th October 2006. The increases are broadly in line with inflation.
Annex O: Unallocated

Annex O: (Unallocated)
Annex P: Coverage of the Joint JNC

Nursing and Midwifery

Nurses
Midwives
Health visitors
Nurse Tutors

Allied health professional groups

Art therapists
Drama therapists
Music therapists
Chiropodists/podiatrists
Dietitians
Occupational therapists
Orthoptists
Orthotists
Prosthetists
Physiotherapists
Radiographers
Speech and language therapists
Ambulance paramedics

The professions in healthcare science

Engineering and the physical sciences

Clinical engineers
Medical physicists
Medical physics technologists
Nuclear medicine technologists
Critical care technologists
Radiotherapy technologists
Rehabilitation engineers
Clinical measurement technicians
Vascular technologists
Medical illustrators
Renal dialysis technologists
Technologists in equipment management

Physiological sciences

Audiological scientists
Hearing therapists
Audiological technicians
Cardiology physiologists
Cardiographers
Clinical perfusionists
Gastroenterology technologists
Neurophysiologists  
Respiratory physiologists  

**Life sciences**  
Biomedical scientists  
Cytology screeners  
Medical laboratory assistants  
Phlebotomists  
Clinical biochemists  
Clinical cytogeneticists  
Molecular geneticists  
Cytogenetics and molecular genetics assistants  
Clinical embryologists  
Clinical microbiologists  
Clinical scientists (in haematology)  
Clinical scientists (in immunology and histocompatibility)  
Post-mortem technicians  
Quality assurance scientists  

**Other healthcare professions**  
Healthcare pharmacists  
Hospital optometrists  
Clinical psychologists  
Adult and child psychotherapists  
Family therapists (with a minimum training requirement of at least three years to diploma level or equivalent in family therapy)  
Operating department practitioners  

**Clinical support workers and technicians**  
Clinical support workers and technicians who directly support the work of the professions outlined above  
Nursing auxiliaries, healthcare assistants and maternity assistants (supporting nurses, midwives and health visitors)  
Assistant psychologists and child psychotherapists (supporting clinical psychologists and child psychotherapists)  
Dental nurses, technicians, therapists and hygienists  
Medical laboratory assistants, assistant technical officers, senior assistant technical officers (supporting healthcare scientists)  
Operating department assistants (supporting operating department practitioners)  
Pharmacy technicians and assistants  
AHP helpers, AHP assistants and technical instructors, Speech and language therapist assistants and Ambulance technicians  

**Others**  
Estates officers  
Public health  
General managers
Annex Q: Classification of Leads & Allowances

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

- Treatment of sexually transmitted diseases (nurses)
- Student training allowance (AHP)
- Radiation protection supervisors’ allowance (AHP)
- Geriatric lead (nurses)
- Psychiatric lead (nurses)

Allowances which relate to unsocial and flexible working patterns are:

- Stand-by
- Stand-by (ambulance officers only)
- Re-call to work
- Unsocial hours (ambulance officers only)
- On-call
- Rotary shifts
- Alternating shifts
- Shift payment
- Night duty allowance
- Special duty payments
- Sleeping-in allowance (nurses)
- On-call (PTB)
- Emergency duty commitments allowance (pharmacists)
- S&P unsocial hours payments (locally determined)

Other allowances which will be used for assimilation:

- Telephone allowance
- Uniform allowance
- Escort duty
Annex S: Appeals Procedures

Appeals procedures

1. The Department has agreed procedures with staff representatives for dealing with differences over the application of the new agreement to their individual pay and terms and conditions of service, including:
   - the use of local recruitment and retention premia
   - the use of the NHS Knowledge and Skills Framework and Development Reviews
   - the provision of support for training/development
   - the progression of staff through pay band gateways

   Still to be agreed is the application of the unsocial hours system.

2. The procedures provide for an employee who wishes to appeal they must first attempt to resolve the issues of concern informally before recourse to these procedures. Therefore, as a first step, the problem should be discussed between the employee and management and, if requested by the employee, a union representative.

3. If during the informal stage it is agreed, after having considered the issues, the matter can be resolved without recourse to the appeal procedure this should be confirmed in writing. This agreement may include a recommendation that the case should be linked with a number of similar cases and dealt with by local review rather than by individual appeal.

4. The informal review should establish in particular whether:
   - the issue of concern is not based on incorrect information
   - the issue of concern is not based solely on opposition to the clear terms of the agreement
   - reasonable attempts have been made to first resolve the issue without recourse to an appeal.

5. Appeals may not be lodged more than six months after the employee was notified or could otherwise have reasonably been expected to be aware of the decision giving rise to the appeal.

6. Where an appeal proceeds it should commence with a statement in writing from the appellant. The appeal should then be heard using the locally agreed grievance procedure.

7. The decision of the appeal procedure is final and there will be no further levels of appeal.

8. The decision of the appeals procedure does not establish any precedents beyond the Department.
Job Evaluation

9 There are protocols for resolving any disagreements that arise from the procedure for matching jobs against national job evaluation profiles, or from local job evaluations.

10 These protocols include provision for referring the matching decision or local evaluation to a second panel. There is no right of further appeal beyond the second panel.

11 These protocols are set out in the following sections of the Job Evaluation Handbook:

- Job matching procedure against national job evaluation profiles
- National protocol for local job evaluations.

12 Decisions in relation to assimilation will be backdated to the effective date of assimilation.

13 Any requests for review of Job Evaluation decisions must be made within 3 months following the date of results being issued.
Annex T: Development of Professional Roles

1 The NHS Job Evaluation Scheme recognises that all healthcare professionals who have, as a base level, graduate qualification evaluate at a similar level. While there may be differences these are unlikely to be sufficient to justify a different pay band. This means that it is very likely that they will be placed on pay band 5. Thereafter, most professionals will spend a period of several years in pay band 5 developing their role.

2 It is the case thereafter that for a minority of staff there is some divergence as different professions follow different career pathways. There are also often different organisational structures in place to deliver healthcare.

3 There are groups of staff who tend to move quickly to operate in roles that demand a level of autonomous decision-making in the overall delivery of care which exceeds that normally associated with jobs allocated to pay band 5. Typically, these roles operate without the influence of other professional groups. Where supervision operates, it is generally management supervision and does not normally impinge upon clinical practice. In such circumstances job size should normally be reviewed no earlier than one year and no later than two years from the date of qualification, using the NHS Job Evaluation Scheme. If the evaluation demonstrates that the post holder’s job weight is of sufficient size to move to the next pay band (pay band 6) this should be effected without the need for application for a post at a higher level. In exceptional circumstances, where it is apparent that either for operational reasons or other unavoidable circumstances a role has not fully developed, it should be revisited no later than 6 months from the original review date. There will be no further extension to this time period. It is not expected that the review will be widespread practice, as the majority of staff will work in circumstances in which there is regular clinical supervision and the delivery of care and treatment is subject to control or influence from other healthcare professionals. There is no facility for this provision to operate in any other part of the pay structure.

Staff included in these Development roles are:

- Podiatrists
- Dietitians
- Physiotherapists
- Occupational Therapists
- Radiographers
- Registered Mental Health Nurses
Annex U: Arrangements for Pay and Banding of Trainees

1 The NHS has a wide range of people described as trainees working and studying within its services. The arrangements set out below describe how those trainees employed by the NHS should be dealt with under the Manx Pay, Terms and Conditions.

2 Trainees fall into three broad categories:

- **Trainees studying and/or working in the NHS who are already in possession of qualifications at a high level.**

  3 Such staff are often studying for a higher level qualification and undertaking a role that can be assessed using the NHS Job Evaluation Scheme. An example of this category is a trainee psychologist.

- **Trainees who are undertaking a short period of learning on the job, usually less than 12 months.**

  4 Typically, these staff enter while already in possession of the basic skills and knowledge to undertake the role. This type of trainee can also be evaluated using the NHS Job Evaluation Scheme. If profiles for this role exist the lowest banded profile will be appropriate. During the period of traineeship the post holder should not move through the KSF foundation gateway.

- **Trainees who enter the NHS and undertake all their training while an employee.**

  5 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.

6 For trainees covered by paragraph 2(iii) above, where periods of training last for between one and four years, pay will be adjusted as follows:

- up to 12 months prior to completion of training – 75 per cent of the pay band maximum of the fully qualified rate
- more than one but less than two years prior to completion of training – 70 per cent of the pay band maximum of the qualified rate
- 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
- more than three years from completion of training – 60 per cent of the pay band maximum for the qualified rate.

7 Starting pay for any trainee must be no less than the rate of the main (adult) rate of the national minimum wage. Where the calculation above results in the national minimum wage being payable for year two and beyond, an addition to pay should be made on top of the minimum wage. The addition should be equal to the cash value of the difference between the percentages of maximum pay in the year of payment and the previous year. For example, the supplement payment in year two would be...
the value of 65 per cent of maximum minus 60 per cent of maximum pay for the band.

8 On assimilation to the pay band following completion of training, the trainee should enter on the fifth pay point of the appropriate Pay Band or the next pay point above their training salary.
Annex V - Local Unsocial Hours and On Call Agreements

Each group should insert their own agreement for unsocial hours and on call arrangements in this section until such time as a harmonised agreement is negotiated and agreed, at which time this will supersede the current local arrangements.
Appendix 1 - Partnership Agreement

Department of Health and Department of Social Care

Modernisation of Pay, Terms and Conditions

Partnership Agreement

1. Background

1.1 The Isle of Man Department of Health and Department of Social Care, are on the threshold of major change and development with the acknowledgment that the time is now right to proceed with the introduction of an amalgamated and dynamic new set of Terms and Conditions of Employment leading to the modernisation of pay and related structures within the organisation.

1.2 This agreement symbolises the individual and collective determination of managers and staff representatives to strengthen the relationship between them on a basis of workplace partnership.

1.3 But more broadly, it is based also on recognition that most of the specific challenges facing the organisation will be best met by a shared vision, common understanding and joint communication between the management and staff sides working in partnership.

1.4 To achieve these challenging goals we need to acknowledge that improved standards of patient care will best be achieved in partnership with staff, their representatives and managers working together with the aim of reaching an agreed goal, rather than working in an environment that encourages “leaders and followers”.

2. The Partnership Principles

The principles described below are intended to apply to all aspects of the work of the Isle of Man Department of Health and Department of Social Care Health and Social Services Divisions. They apply equally therefore to all operational, functional processes and to all strategic, business processes both internally and with external partners.

2.1 The parties to this agreement commit themselves to the following principles. These principles are intended to guide our behaviour, attitude and approach at all levels within the organisation, both during the term of the project and beyond.

2.2 We commit ourselves to develop the success of our organisation through improving both patient/client care and staff working lives.

2.3 We recognise and value early staff engagement in all initiatives and problems, at all levels, as a means of encouraging partnership between managers and staff.
Appendix 1 Partnership Agreement

2.4 We work with open and honest systems of communication and decision making; staff and managers are empowered to accept mutual responsibility for identifying and resolving difficulties, sharing information and insights from our different perspectives and respecting confidentiality where one or other party considers this to be essential.

2.5 We jointly develop ways of learning constructively from our experience and professional practice, both where we have been successful and where we have succeeded less well. We strive for continuous improvement.

2.6 We recognise that our staff must reflect the diversity of the people whom we serve and a key priority is that we meet staff needs.

2.7 We value diversity, and therefore the different needs, of the people within the population for whom we provide services.

2.8 We treat each other with mutual respect and courtesy.

3. Working Together

3.1 A key purpose of this agreement is that it facilitates appropriate involvement at all levels of the organisation. It specifically acknowledges the importance and willingness to encourage and facilitate team, directorate and corporate involvement, during the period of the project and beyond. Our principles of workplace partnership stress effective engagement between managers and staff at all levels. This is part of a joint approach to resolve issues which may arise and to identify new and better ways of working with the overall aims of improving patient/client care whilst at the same time striving to identify and implement standard terms and conditions of working across the organisation.

3.2 To a large extent the Partnership Principles will be implemented informally, as management styles change and as managers and staff at all levels learn to work more collaboratively. This must lead to genuine changes of style and interaction in teams, directorates and corporately within the organisation.

3.3 A fundamental aspect of this project is that there is a clear understanding about the style that the organisation expects its managers and staff to adopt and how and to what extent staff and staff representatives should be engaged.

Guidelines

There are five important guidelines to be followed by the project team and those involved in its inception, development and implementation:

- Managers should adopt an inclusive style of management, engaging staff and their accredited representatives as early as possible about ideas for new ways of working and solving key problems. Managers must keep staff informed on a regular and systematic basis. Staff and their accredited representatives should be given the opportunity to become involved in the problem identification and analysis stages as well as the stage when solutions are being devised.
Managers of course can always directly involve their staff in their ideas and plans. However, accredited staff representatives are essential parties to this agreement and care must be taken to ensure their involvement is given a high priority.

The organisation expects all managers and staff representatives to deal with all problems at the appropriate level in the organisation and in a manner consistent with the Partnership Principles. All parties should make their best endeavours to achieve this goal successfully and potential disagreements should be addressed through the Project Group and joint JNC in the first instance.

Recourse to the formal grievance procedure will very much be the last resort.

Staff engagement must include discussion about the issue, the proposed method for planning and implementing solutions and changes. This will include consideration of how possible changes to existing working practices, terms and conditions of service and resource issues ought to be addressed.

4. Structural Arrangements - Project Implementation

4.1 The Partnership Principles will be incorporated into all areas of the project and its delivery.

4.2 The Partnership Principles must also be incorporated into the formal structures through which management and staff representatives conduct their working relationships and business of the project.

4.3 These should be the forums that provide the Project Steering Group, Project Management Team, Project Group, Project Sub-groups, Managers, staff and staff representatives with the opportunity for early involvement in proposed changes and initiatives, for the joint exploration of problems and for exploring new ways of solving problems should they arise.

4.4 All parties recognise that it is vital to good employee relations for the workforce to be afforded the opportunity to be properly represented by professional bodies and staff side representatives of their choice. Furthermore, commitment is given, through this agreement, that all parties signed up to the agreement will be afforded the opportunity to take part in discussions and decision making processes throughout the lifetime of the project, and in the future, via properly constituted groups and subgroups within the project team and local JNCs.

4.5 All parties are committed to the systematic and routine involvement of professional bodies and staff side representatives at all levels and to them being an integral part of decision making processes, particularly in those areas which affect the working lives of staff and the delivery of services. The involvement of recognised professional bodies and staff side representatives is an essential part of the process and it is vital that a joint approach is taken at all levels and stages of the process in relation to all service and workforce priorities. Partnership working should be placed at the heart of practice.
Appendix 1 Partnership Agreement

5. **Professional Bodies and Trade Union Recognition**

5.1 The provisions of this agreement shall apply to accredited representatives and members of recognised Professional Bodies and Trade Unions that are party to the Modernisation of Pay, Terms and Conditions project.

5.2 Accreditation will only be given to employees of the organisation who have been duly elected or appointed in accordance with the rules of the respective Professional Bodies or Trade Unions.

5.3 It shall be for the relevant Professional Bodies and Trade Unions to discuss and agree with the employer an appropriate number of representatives, having regard for the size and location of its membership and the workload associated with the project. The Professional Bodies and Trade Unions will issue written credentials and notify the Project Management Team of the number and location of each representative they wish to nominate to participate in the project and its sub-groups.

6. **Facilities Time for Representatives**

6.1 This agreement will establish a formal policy and procedure in relation to the role of Professional Bodies and Trade Union duties and activities in accordance with the legislative framework. It is recognised that it is not possible to be prescriptive about all duties, activities and the time required undertaking them. Requests for facilities time will not be unreasonably refused.

6.2 Subject to adequate notification, accredited representatives will be permitted facilities time, including time to prepare for meetings related to the project and its subgroups. Facilities time will also be permitted for the following activities associated with the project and its subgroups;

   a) Negotiation and/or consultation on matters relating to terms and conditions of employment and attendance at meetings

   b) Attendance at meetings and work associated with the subgroups of the project

   c) Meetings with members

   d) Meetings with other lay officials or full time officers

   e) Training, including related training for representatives in relation to the project and its subgroups.

6.3 Travelling and subsistence will be reimbursed to accredited representatives for periods of work approved in accordance with organisational policy.

6.4 It is recognised that staff representatives may need to attend meetings with their local membership, Regional and National Officers. Reasonable facilities time will be granted to an agreed number of delegates for attendance at meetings or conferences provided that the meetings are relevant to the overall project and its successful implementation. It is expected that the trade unions will meet the costs of delegates’ attendance (travel, subsistence etc).
6.5 The staff representative should indicate the general nature of the business for which time is required, where he/she can be contacted if required and requests should be made as far in advance as is reasonable in the circumstances. Wherever possible the representative will indicate the anticipated period of absence.

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

6.7 Where meetings called by management are held on matters relevant to the overall project and its subgroups, and where staff representatives have to attend outside their normal working hours, appropriate payment may be made or equivalent time off will be granted by agreement.

7. **Facilities**

7.1 The organisation will, where possible, provide the following facilities to recognised Professional Bodies and trade unions representatives during the duration of the project;

- Access to internal and external telephones with due regard given for the need for privacy and confidentiality.
- Access to internal & external mail systems.
- Access to the employers Intranet and email systems.
- Access to appropriate computer facilities.
- Access to sufficient notice boards at all major locations for the display of literature and information associated with the project and its subgroups.
- Where possible, access to administrative support via the Project Management Team.

8. **Facilities for Staff Representatives**

8.1 **Principles of Good Practice**

- Staff involvement requires managers at all times to be committed to an open and participative working style being honest, open and fair in their relationships with staff. Managers will demonstrate this through their own behaviour and the behaviour they expect from their staff.
- The employer will ensure that at all levels management are familiar with agreements and arrangements relating to partnership working/staff involvement including the facilities agreement.
- Staff involvement will mean that staff will be able and encouraged to challenge and question.
- Staff representatives will have access to all appropriate information.
- Involvement will take place at all levels irrespective of boundaries of profession, service and functional structure.
The systems and process for staff involvement at both corporate and functional levels will be supportive of and supplementary to co-existing consultation procedures.

The process for staff involvement will provide clarity of scope, roles and responsibility.

Staff have a responsibility to give their views/opinions when asked and to become actively involved in issues affecting them.

Management recognise that staff and their representatives should have protected time away from their place of work to facilitate the work on the overall project and its subgroups.

Management recognise the significance of backfill to ensure that both sides can dedicate agreed periods of time to the project.

Staff, unions and managers will jointly audit the implementation of partnership working and its associated agreements.
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