

SOUTHEND UNIVERSITY HOSPITAL NHS FOUNDATION TRUST

TERMS & CONDITIONS OF SERVICE

1 October 2013

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SECTION 1 ~ PAY

1. Employee Pay

The basic pay of all employees on local terms will be in accordance with the scales set out in Appendix (1). Changes to remuneration will be notified to staff using the Trust's normal staff communication arrangements.

2. Implementation of Agenda for Change

Employees –

- I. in post prior to October 2004 or appointed between that date and April 1st 2006 will be placed on the appropriate point of the band to which their role has been matched/evaluated.
- II. assimilated to a transitional Agenda for Change point will be placed on the minimum of the scales set out in Appendix I. Back pay will be calculated on the basis of the value of the transitional point.
- III. Matched to a band and salary **below** that being received on 31st March 2006 will have their salary protected* up to April 2011. (* See arrangements for Pay Protection)
- IV. Placed on pay protection **arising from Agenda for Change matching** will receive a cost of living supplement (Non-Consolidated Pay Award) equivalent to the increase in the percentage rise of the top and bottom of the scales in Appendix I, i.e. +3% with effect from 01.04.2006 (or their increment date, whichever is the sooner), +2.5% with effect from 01.04.2007, and thereafter by the percentage increase in the bands negotiated at that time.

3. Incremental Progression

Employees will progress from point to point of the incremental scale on an annual basis to the top point of the pay band for their role in accordance with the Trust's PRIDE competency pay system. To qualify for an increment, the performance of an employee must be satisfactory and they must have demonstrated the application of the required behaviours, knowledge and skill appropriate to that part of the pay range. An increment would only be withheld where at the time of their appraisal, the employee is already subject to a formal capability process.

4. Senior Staff

Employees meeting the eligibility criteria will be remunerated on the basis of the Trust's Senior Management Reward Framework. Further details on eligibility can be obtained from the Director of HR.

5. Pay Protection (arising from organisational change not assimilation to Agenda for Change Pay Bands)

In some circumstances, it may be necessary to reduce the hours or grade of staff or change the place of work. If this occurs the protection described below will apply. Protection will not be applied where variations to a contract are made at the request of an employee or by mutual agreement between an employee and their managers.

I. Full protection of pay will be applied as follows:

For service up to 12 months the period of full pay protection will be equal to the length of service in the grade.

For service of 1 year but less than 5 years, the period of full protection will be for 1 year.

For service of 5 years or more the period of full protection will be for 2 years.

II. Protection at the end of the period of full pay protection will be:

1st year following expiry of period of full protection: 50% of difference between former salary and salary for new post.

2nd year following expiry of period of full protection: 25% of difference between former salary and salary for new post.

III. In the case of a change in working patterns that reduces the level of special contracted payments or contracted overtime, protection of these sums will be made for a 12 month period except where the employee has been in post for less than 12 months. In such cases, the period of protection will be equal to the length of service.

IV. Protection of pension rights will be in accordance with the rules and regulations governing the NHS Pension Scheme.

V. Staff are expected to work at any location or, in the case of community-based staff, at a range of sites as required.

VI. During the period of protection, employees should not unreasonably refuse offers of suitable alternative employment or ways of mitigating loss.

VII. The Trust may, in certain circumstances, offer to 'buy out' the difference between the 'new' contractual pay and the protected salary as a one-off cash compensation equivalent to a maximum payment of X2 times the difference, i.e. the lump sum is equivalent to less than two years of the difference.

VIII. For purposes of calculating the difference, this is defined as the pensionable base pay (excluding any cost of living supplement).

6. Frequency of Payment

All salaries will be paid on a monthly basis on the 28th of each month, or on the preceding Friday should the 28th fall on the weekend or bank holiday, except December when payment will be made at an agreed date prior to Christmas.

7. Unsocial Hours Payments - Night Duty Payments

7.1 Night duty and unsocial hours pay rates are linked to shifts rather than individual hours and will generally be paid in accordance with the schedule below. Night shifts generally commence at 8pm and finish at 7.30am. However, if a night shift commences at a time up to 1 hour earlier than 8pm and the shift continues until at least 6am the next day, the night shift rate will commence from the actual scheduled start time of the night shift.

- 7.2 All night shift rates will cease at 8am.
- 7.3 Where an employee who is not rostered to work on a night shift works beyond 8pm they will be paid at plain time rates for up to the first two hours. Where two or more hours are worked, the night shift rate will apply to all hours worked after 8pm, subject to the cessation of night duty rates at 8am.
- 7.4 Payment will be paid for hours worked on Saturdays, Sundays or weekday nights as follows (subject to paragraphs 7.1 – 7.9):

Pay Band	Saturday (midnight to midnight) and any weekday night shift as defined above	Sundays and public holidays (midnight to midnight)
1	Time plus 44%	Time plus 85%
2	Time plus 37%	Time plus 73%
3	Time plus 32%	Time plus 64%
4-9	Time plus 30%	Time plus 60%

- 7.5 The rates are subject to regular review via discussion at the Negotiation and Consultation Group and may be increased or decreased as appropriate. Unsocial hours payments are not payable during periods of sickness leave.
- 7.6 The calculation of unsocial hours payments is capped at spinal point 28.
- 7.7 Overtime payments are not payable in addition to unsocial hours payments (see section 8)

8. Overtime

- I. It is the Trust's normal practice for additional hours to be worked via the Hospital Bank (Dual Working). Where overtime is worked the following arrangements will apply.
- II. Employees in pay bands 1 to 7 are eligible for overtime payments providing that this has been authorised in advance by their line manager. Overtime rates would apply for hours worked in excess of 37.5 in a week.
- III. Senior employees paid in bands 8 and 9 will not be paid overtime.
- IV. Overtime will be paid at time and one half other than Public Holidays which are paid at double time. Unsocial hours enhancements are not applied to overtime working (see Section 7).
- V. As an alternative to an overtime payment, an employee may request to take time off in lieu at a date agreed with their manager. The arrangements will be determined prior to the additional hours being worked. However, if the employee is unable to take such time off in lieu within three months due to the needs of the Trust, an appropriate payment will be made at the overtime rate. Time off in lieu of overtime will be on the basis of plain time.

9. Changes to Pay

9.1 Alternative Role

Where an employee accepts an alternative role they will receive the terms and conditions relevant to that role. All such changes will be confirmed in writing prior to the changes becoming operative.

9.2 Acting-Up

An employee who for a continuous period of four weeks or more is required to perform the duties of a job which carries a higher pay band will be paid at the higher rate of pay from commencement of the acting-up period for as long as the duties are performed. Acting-up arrangements should ideally last no longer than six months and should be subject to review throughout this period.

9.3 Market Rate Payments

A market rate payment is a supplementary discretionary payment over and above the normal pay for that post (s) including any other regular payments such as unsocial hours payments.

It will only be considered if it is identified that existing rates of pay are not at an appropriate level to recruit and retain staff of sufficient quantity and/or quality to provide safe and reliable health services.

It can be applied to an individual post or to a similar occupational group, class or type of posts

The payment is either paid on a short term (one off or for a fixed period) or long term basis (where it is determined that the payment will not vary significantly due to market conditions).

Except for exceptional circumstances short terms market rate payments will be non pensionable and long term pensionable

The payment will be reviewed annually by the appropriate Associate Director and Human Resources and adjustments made (up or down) to reflect changes in the market.

The payment will be withdrawn if an individual (s) moves from that post or it is determined that the payment is no longer appropriate due to market changes. Any changes to the market rate payment will be implemented in the next available pay month.

If a post becomes vacant that previously attracted a market rate payment becomes vacant, a review will be conducted to identify whether a market rate payment is still required and at what level. This will be conducted by the Associate Director

For a market rate payment to be considered the appropriate Associate Director should forward a proposal to the Director of Human Resources detailing the rationale for a market rate payment which should include:-

- Response to previous recruitment initiatives
- Independent salary data
- Turnover and exit interview information
- Measures and outcomes already considered/carried out
- Affected staff and financial/budgeting implications
- Equal Pay Considerations
- Measurable benefits for Trust and patients

In the absence of the Director of Human Resources the proposal should be forwarded to the Director of Finance in accordance with the Trust's Standing Financial Instructions section 10.4.5

9.4 Overpayments and Underpayments

Where an employee is either over paid or underpaid, Trust's Policy and Procedure in Cases of Under/Over Payment of Salary, Allowances and Benefits (PP-27) will apply.

10. Additional Payments

10.1 Public Holidays

Public holidays will be paid in accordance with the schedule in paragraph 7. Staff working on a public holiday will also receive a day in lieu, other than where an employee's Public Holiday entitlement has been consolidated in their total leave entitlement. The holiday will be defined as midnight to midnight.

10.2 On-Call or Call-In

Allowances for on-call or call-in will be determined separately for each department following discussions with departmental representatives and agreed by the Negotiation and Consultation Group.

11. Gainshare Scheme

Each year, normally in March, the criteria and targets qualifying for the scheme will be agreed. Payment will be made to all qualifying employees as a non-pensionable cash supplement. Details of the Gainshare Scheme including eligibility criteria can be found in the document Employee Gainshare Scheme (PP-30).

SECTION TWO ~ ABSENCE FROM THE TRUST

12.1 Annual Leave

The Trust's annual leave year is from 1 April to 31 March, unless varied by agreed local arrangement.

- I. Leave entitlement on joining the Trust is 27 working days, increasing to 29 days after 5 years service and rising to 33 days after 7 years service. Previous continuous NHS service will be taken into account in determining an employee's entitlement when joining the Trust.
- II. Entitlements of part time staff will be expressed in hours rather than days.
- III. Annual leave should be arranged well in advance, giving reasonable notice and is subject to the approval of the employee's line manager, who will have the final decision in instances of a clash of dates between members of the same department.
- IV. Subject to the prior approval of their line manager an employee unable to take their full entitlement in any given year, may carry over **a maximum of 5 days** (i.e. the equivalent of one working week) into the next holiday year. This provision is pro-rata for part time staff.
- V. Staff meeting the eligibility criteria may buy and sell up to 5 days annual leave (i.e. the equivalent of one working week) providing that any request is made in writing to the line manager within one month of the commencement of their annual leave year. This provision is pro-rata for part time staff. Details are contained in the Trust's Policy and Procedure for Buying and Selling Annual Leave (PP-28).
- VI. Payment will not be made in lieu of untaken holiday, on leaving the Trust unless this has been agreed in advance by their line manager due to the needs of the service.

Staff who have their contract of employment terminated will be paid in lieu of any outstanding annual leave entitlement, except in the case of summary dismissal.

- VII. Holiday entitlement for employees joining or leaving during the year will be calculated on a pro-rata basis for whole weeks worked. Where there are variations in working patterns, annual leave entitlement will be calculated on a pro-rata basis. Holiday outstanding on termination of employment may be taken during the notice period, subject to the agreement of the line manager, or payment in lieu will be made at the daily rate. Where the pro rata holiday entitlement has been exceeded, the excess will be deducted from final salary or any other remuneration due on termination. If no final salary is due, the Trust's Policy and Procedure in Cases of Under/Over Payment of Salary, Allowances and Benefits (PP-27) will apply.

12.2 Religious Holidays

Employees wishing to absent from work in order to observe their religious faith at times of the year other than recognised Public Holidays, may do so subject to line manager's prior consent, which will not be unreasonably withheld. Any such absence will be deducted from holiday entitlement or taken as unpaid leave.

12.3 Public Holidays

All employees will receive the general public holidays as determined by Royal Proclamation and legislation.

Part time employees will receive public holidays pro rata and their entitlement will be included in their pro-rata annual leave which will be expressed in hours. Where a part time employee is due to work on a day on which a public holiday falls and they do not attend work, a standard day will be deducted from their annual leave entitlement. If the employee does not normally work on a day on which a public holiday falls and they do not attend work, there is no deduction from their annual leave entitlement.

12.4 Jury Service

Employees summoned for Jury Service or as a witness in a Court case, should notify their line manager immediately. Leave with full pay will normally be granted for this period of absence however, any fees paid by the court (other than travelling and subsistence expenses) will be deducted from the employee's salary. Employees released from jury service for a half or a whole day, should return to work for that period. In addition, employees will be required to present the statement issued by the Court at the end of the period of service.

Such leave would not normally exceed ten working days, however in the circumstances where a case exceeds ten days the employee is required to keep the Trust informed of the potential length of the case.

12.5 Public Duties

Employees may be entitled to reasonable paid leave of absence to perform public duties as listed in Section 50 of the Employment Rights Act 1996. In determining what is a reasonable level of absence, account will be taken of how much time off is actually required, how much time off has already been permitted for any public duty and the needs of the Trust at the particular time.

12.6 Territorial Army / Reserve Military Training

Staff serving in the reserve forces may be granted special leave with pay. Leave may be granted upon provision of the relevant service documentation (Army Form E641 signed by the Commanding Officer) to the line manager. Should the training exceed 5 working days, the excess time should be taken from annual holiday entitlement.

12.7 Time-off to Attend Medical Appointments

Employees may attend appointments for any necessary dental or medical treatment during normal working hours, subject to the prior agreement of the line manager. Wherever possible, appointments should be arranged to minimise the effect on the service, e.g. at the beginning or end of the working day. Managers may request to see original appointment cards at any time.

12.8 Paternity Leave and Pay (Birth and Adoption)

An employee whose wife, civil partner or partner gives birth to a child, or who is the biological father of the child, is entitled to one or two weeks' Ordinary Paternity Leave, provided that he or she satisfies the eligibility criteria. This includes the employee having 26 weeks' continuous service with the Trust by the end of the 15th week before the week in which the child is expected. The employee must also have, or expect to have, responsibility for the upbringing of the child and be making the request to help care for the child or to support the child's mother.

Ordinary Paternity Leave (OPL) is granted in addition to annual holiday entitlement.

OPL is also available to an employee whose spouse, civil partner or partner adopts a child, or where the employee is one of a couple jointly adopting a child, provided that he or she has 26 weeks' continuous service by the end of the week in which notification of the match occurs.

Occupational Paternity Pay (OPP) will be paid to qualifying employees at a rate set by statute.

In addition to OPL, unpaid Additional Paternity Leave (APL) is available to eligible parents of children due on or after 3 April 2011, or eligible adoptive parents who are notified of having been matched with the child on or after 3 April 2011.

Eligible employees may take up to 26 weeks' APL within the first year of their child's life provided that the mother has returned to work.

APL is also available to adoptive parents within the first year after the child's placement for adoption provided that the child's adopter who elected to take adoption leave (the "primary adopter") has returned to work.

Details of the arrangements including eligibility criteria and are available on the Trust's intranet site (STAFFnet).

Reasonable paid time off will also be granted for attendance at ante-natal classes and requests for time off must be supported by an appointment card or equivalent documentation.

12.9 Parental Leave

Employees (both birth and adoptive parents) may take unpaid parental leave in certain circumstances subject to 6 months continuous service with the Trust

- I. An entitlement of up to 18 weeks' unpaid leave for each child up to the age of 5 (for adopted children, see below). Parental leave may be taken at any time up until the child's 5th birthday or in the case of adoption for 5 years after the child is placed (or until the adopted child's eighteenth birthday if that comes sooner.) For children receiving a disability living allowance, the period for parental leave is extended to the child's 18th birthday.
- II. Parental leave should not usually be taken in blocks of less than one week, however parents of disabled children may take leave in blocks or multiples of one day. A maximum of 4 weeks' parental leave may be taken in a single year in respect of any individual child.
- III. 21 days' written notice of requirement to take parental leave should be submitted to the line manager. The Trust may postpone the leave for up to 6 months if the Trust would be particularly disrupted should the leave be taken as requested. In these circumstances, the employee will be advised of the postponement, and the reasons for this, within one week. The Trust will, however, make every effort to allow leave to be taken and will not unreasonably decline a request.

Leave will not be postponed following the birth or adoption of a child, but reasonable prior notice should be given to the line manager.

12.10 Maternity Leave

Maternity leave enables eligible employees to take time off work and return to the same or similar job of the same status and salary as that which they left. The Trust's Maternity Policy PP-12 incorporates the statutory requirements covering:-

- Time off for antenatal care;
- Maternity pay;
- Maternity leave and the right to return to work.

Employees becoming pregnant should notify their line manager as soon as practicable. Staff meeting the relevant qualifying criteria as laid down in the Maternity Leave and Pay provisions shall be entitled to maternity leave/pay accordingly.

12.11 Adoption Leave

Staff meeting the relevant qualifying criteria shall be entitled to adoption leave/pay (see Appendix 2).

12.12 Trade Union Activities

Provisions for employees taking paid leave to fulfil their Trade Union Activities are contained within the policy document "Facilities for Trade Unions".

12.13 Examination/Study Leave

Leave will be granted at full pay in appropriate cases to those employees taking examinations relating to pre-approved professional courses. Study leave and / or expenses for professional registration may be granted where appropriate.

12.14 Balancing Work and Personal Life

The Trust is committed to providing its employees with access to arrangements which support them in balancing their work responsibilities with their personal commitments. See Paragraphs 12.15 – 12.17

12.15 Flexible Working

All employees may formally apply to change their working hours and / working pattern using the Trust's Flexible Working Policy PP-8.

12.16 Time off for Dependants

All employees have the right to take a reasonable period of time off work to deal with an emergency involving a dependant. A dependant is a husband, wife, partner, civil partner, child or parent but can also include a grandparent or close blood relative. Exceptionally, if alternative arrangements cannot be made, a manager may grant paid leave of up to a maximum of 5 days (the equivalent of a working week) in any calendar year (pro-rata for part time employees).

This leave is intended to deal with genuine emergencies for example:-

- Where a dependant falls unexpectedly ill is injured or assaulted.
- To make longer term arrangements for care of a dependant i.e. making arrangements for a temporary carer.
- To deal with an unexpected breakdown or disruption to care arrangements.
- To deal with an unexpected incident involving an employee's child during school time.

12.17 Compassionate / Urgent Domestic Leave

Employees may be granted up to a maximum of 5 days paid leave (the equivalent of a working week) in any one calendar year (pro-rata for part time employees) for compassionate reasons, subject to the approval of their line manager.

The leave is intended to deal with:-

- Bereavement of close relative i.e. parents, partners parents, children etc.
- Serious illness of a close relative i.e. emergency admission to hospital due to serious illness.

12.18 Care of Terminally-Ill Relative

Staff may be granted up to twelve weeks leave, eight of which may be paid, to care for a close relative who is terminally ill and whose death is thought to be imminent. Requests for such leave should be made initially to the line manager who will refer all such cases, together with medical evidence, to the Director of Human Resources. Decisions regarding

period of payment will take into consideration the employee's length of service and attendance levels.

12.19 Sickness Absence

Sickness absence will be managed in accordance with the Trust's Sickness Absence Management Policy (PP-11).

12.20 Notification of Sickness Absence

Sickness absence should be notified to the line manager as early as practicable (and in accordance with any local notification arrangements) on the first day of absence, with the reason for absence and an estimated return date. If the manager is unavailable, a message should be left with another departmental member in accordance with any local notification arrangements.

If sickness absence lasts for up to seven consecutive days (this includes Saturdays, Sundays and Bank Holidays), a "self certificate" form (available from the line manager or the HR Department) should be completed on return to work.

If sickness absence lasts for more than seven consecutive days (including Saturdays, Sundays and Bank Holidays) a doctor's certificate is required to cover absence from the eighth day of sickness absence (or earlier). Doctor's certificates should be submitted to the line manager as soon as practicable. For employees returning to work on the date specified on the doctor's certificate, no further certificate is required. If, however, there is no date of return to work shown on the certificate, a further doctor's certificate is required giving a return date.

An employee absent from work due to sickness must provide appropriate certification in order to receive any Statutory and/or Occupational Sick Pay payments. Failure to complete and return promptly may result in sick pay being withheld or not paid and/or the absence being regarded as unauthorised.

12.21 Statutory Sick Pay

The eligibility and values of Statutory Sick Pay (SSP) are set by the Department of Social Security (DSS). SSP is payable for up to 28 weeks of sickness absence. The combined value of SSP and Occupational Sick Pay cannot exceed full normal pay. Certain circumstances will exclude some employees from SSP. Employees in to this category will be notified in order that (subject to eligibility) benefits may be sought from the DSS.

SSP is payable from the fourth qualifying day of absence.

Payment of Statutory Sick Pay is conditional on the employee complying with notification requirements including providing the Trust with self or doctor's certificates as required and compliance with the Trust's Sickness Absence Management Policy (PP-11).

12.22 Occupational Sick Pay

The payment of Occupational Sick Pay is based on the number of months/years continuous NHS service although previous NHS service will be counted where the break in service has been 12 months or less.

Payment of Occupational Sick Pay is conditional on the employee complying with notification requirements including providing the Trust with self or doctor's certificates as required and compliance with the Trust's Sickness Absence Management Policy (PP-11)

No employee will undertake activities whilst on sick leave, which would be detrimental to their recovery and subsequent return to work, for example any paid work or social activity that might inhibit speedy recovery.

Sickness in the 12 months proceeding the first day of absence shall be aggregated and deducted from the employees entitlement. Sick pay is based on basic pay.

The amount of sick pay and the period for which it may be paid will be calculated as follows:

- Employees with less than 6 months service will be paid up to 1½ months half pay
- Employees with over 6 months service and less than 12 months service will be paid up to 1 months full pay and 1 months half pay
- Employees with more than 1 years service and less than 2 years service will be paid up to 2 months full pay and 2 months half pay
- Employees with more than 2 years service and less than 3 years service will be paid up to 4 months full pay and 4 months half pay
- Employees with over 3 years service will be paid up to 6 months full pay and 6 months half pay

Where an employee is terminally ill, the Trust will extend the period of half occupational sick pay by up to a further 3 months.

12.23 Third Party Liability

An employee who is absent as a result of an accident, including road traffic accidents, is not entitled to receive sick pay if damages may be recovered from a third party. In this event, and in order to prevent financial hardship whilst a claim for damages is being pursued, the Trust will, subject to the employee providing a signed declaration to refund the sum advanced, pay to the employee a sum equal to that which would have been payable under the preceding paragraphs.

The employee must notify the Trust once their claim proceedings are completed so that repayment arrangements can be made. Once the Trust has been refunded, the absence will not count towards the calculation of future sick pay entitlement.

12.24 Return to Work

Trust policies are designed to offer support in cases of genuine illness and all staff will be seen by their manager on returning to work from any period of sickness absence.

12.25 Medical Suspension

Will only apply in the event that an employee's doctor refuses to issue a medical certificate and the Trust's Occupational Health department has recommended that the employee is not fit to work in any capacity. If this situation occurs, the Occupational Health department will issue a letter of suspension detailing the duration to the employee's manager. The suspension will be reviewed every 2 weeks if the duration is for 2 weeks or more.

During medical suspension, full pay will be paid including any other contractual payments.

12.26 Annual Leave during periods of sickness absence

Employees continue to accrue contractual annual leave during sickness absence.

All employees may request annual leave during a period of sickness absence up to their contractual entitlement. In these circumstances the normal authorisation process will apply.

Where the employee returns to work following long term sickness absence (defined in the Trust's Sickness Absence Management Procedure as 4 weeks or more continuous absence), every effort must be made to take any outstanding annual leave before the end of the current annual leave year. Consequently the normal maximum carryover of 5 days (pro-rata for part time employees) will usually apply. However, where a request(s) for annual leave is refused, the employee will be able to carry over to the next annual leave year an amount of annual leave equivalent to that which was refused, subject to a maximum of their statutory entitlement of 5.6 weeks (28 days), pro-rata for part time employees.

12.27 Temporary Injury Allowance

Employees sustaining an injury or contracting a disease in the course of their work, not attributable to self-negligence or misconduct prior to the 31st March 2013, may be entitled to receive a Temporary Injury Allowance of up to 85% of pay including any state benefits. If an employee believes that they are eligible he/she should contact their HR Business Partner who will consider their application.

Employees that sustain an injury or contract a disease in the course of their work that is not attributable to self-negligence or misconduct after the 31st March 2013 should contact their HR Business Partner for advice as this scheme is no longer available due to changes to the NHS Injury Benefit Scheme.

12.28 Permanent Injury Benefit

Permanent Injury Benefit under the NHS Injury Benefit Scheme will no longer be available to people who sustain an injury or contract a disease due to NHS employment on or after 31st March 2013.

Employees who sustained an injury or contracted a disease due to NHS employment on or before 30th March 2013 will still be able to access the NHS Injury Benefit Scheme until 30th March 2038 under new transitional arrangements. Please contact your HR Business Partner for further details.

SECTION 3 ~ OCCUPATIONAL HEALTH

13. Occupational Health

At any time the Trust may require an employee to agree to an assessment by the Occupational Health Department.

SECTION 4 ~ TERMINATION OF EMPLOYMENT

14. Notice Periods

- I. All employees will be required to give to the Trust at least one month's notice of leaving. By mutual agreement, certain employees will be subject to a longer period, which will be specified in their contract, depending upon their length of service with the Trust.
- II. The Trust will give employees notice based upon one week's notice for each completed year's service at the date of termination of employment subject to maximum of twelve week's notice.
- III. The start date for internal transfers will be determined in accordance with the needs of the service.

15. Return of Trust Property

Immediately prior to leaving the service of the Trust (or as required by their line manager) all employees are required to return any items of Trust property, including documents or data which has come into their possession control or custody. The employee shall not be entitled to make or retain a copy of them.

SECTION 5 ~ HOURS OF WORK

16 Hours of Work

The normal hours of work for full time staff are 37.5 per week excluding breaks, which are unpaid. Part time staff hours of work will be pro-rata.

SECTION 6 ~ RETIREMENT AND REWARDING LONG SERVICE

17.1 Retirement

The Trust has no contractual retirement age for staff. Therefore employees may continue working for the Trust beyond the age of 65, without the need to make a formal request. Further details are contained in the Trust's Retirement Policy (PP-18).

NHS Pension Scheme members may choose to retire prior to their 65th birthday in accordance with the regulations of the Scheme.

The Trust offers a programme of pre-retirement activities to assist staff who are approaching retirement, details are available from the HR department.

17.2 Long Service

The Trust recognises the loyalty of its staff through a long service award scheme. Full details are contained in the Policy for Recognition of Long Service (PP-1). Only aggregated service with Southend Hospital Trust qualifies -

Long Service with Southend University Hospital NHS Foundation Trust

10 years Gift up to the value of £100

25 years Gift up to the value of £200

Staff Retiring from the Trust

10 years Gift up to the value of £100

20 years Gift up to the value of £200

17.3 Pensions

All new employees are automatically members of the NHS Pension Scheme, but may opt out. The scheme is administered in accordance with the Pension Agency Regulations (as amended from time to time). Details of the Scheme are available from the Payroll Department.

SECTION 7 ~ ORGANISATIONAL CHANGE

18.1 Management of Change

Change is necessary from time to time for the Trust to be able to meet changing healthcare requirements. Organisational change will be handled in accordance with the Trust's Handling Organisational Changes policy and procedure (PP-4). This policy covers arrangements for protection of pay and redundancy provision.

18.2 Redundancy Provision

If, after following the procedure for handling organisational change, a particular job is declared redundant, the employee will be entitled to a redundancy payment provided they have at least two years continuous NHS service and have not refused a reasonable offer of alternative employment.

Redundancy payments will be in accordance with the Trust's Handling Organisational Changes policy and procedure (PP-4). The general principle is that the calculation of such payments will be aligned with those relating to Agenda for Change.

18.3 Protection of Pay Arising from Redundancy

In some circumstances, it may be necessary to reduce the hours or grade of staff or change the place of work. If this occurs, the protection described in Section 1 (6) will apply. Protection will not be applied where variations to a contract are made at the request of an employee or by mutual agreement between an employee and the Trust.

SECTION 8 ~ CHANGES TO TERMS & CONDITIONS

19. Changes to Terms & Conditions

Periodically, and normally on an annual basis, the Trust and recognised trades unions will review the terms and conditions of service. The Trust will consult about any proposed changes via the Negotiation and Consultation Group.

SECTION 9 ~ JOB EVALUATION

20. Job Evaluation

All roles within the occupational groups covered by this agreement will be evaluated and matched to the salary bands in Appendix I using the NHS job evaluation process.

SECTION 10 ~ EXPENSES & ACCOMMODATION

21. Expenses & Accommodation

Employees have an obligation to minimise personal expenses wherever possible and to ensure that they are not excessive. Only legitimate personal expenses incurred whilst on Trust business, and authorised by the employee's line manager, will be reimbursed. Line managers have a duty to ensure that they check any expenses claim submitted to them prior to authorisation. Potentially fraudulent claims will be reported to the Local Counter Fraud Specialist and may result in disciplinary action. Managers who fail to fulfil their responsibilities appropriately may also face disciplinary action.

Expenses incurred on behalf of the Trust should be reclaimed on an expenses form (available from line manager), which must be authorised before payment and must be submitted within three months of the expense being incurred.

Claims may only be made in respect of expenses wholly, necessarily and exclusively incurred on behalf of the Trust. In the event that Trust business requires travel away from the employee's place of work, entailing overnight stay overnight, on Trust business, expenses claimed should be in accordance with guidelines available and supported by a VAT receipt. This may include hotel accommodation and meals etc, however the Trust will not reimburse telephone calls home and other incidental and personal expenses.

SECTION 11 ~ MILEAGE RATES

22. Mileage Rates

From 1st April 2008 the following mileage rates apply:

- | | |
|---|--------------|
| ▪ Casual Users (up to 1500 miles per annum) | 27p per mile |
| ▪ Essential Users (e.g. Community midwives) | 39p per mile |
| ▪ Passenger Allowance | 4p per mile |

From 1st July 2008 the following mileage rates apply:

- | | |
|---|---|
| ▪ Casual Users (up to 1500 miles per annum) | 29.7p per mile |
| ▪ Essential Users (e.g. Community midwives) | 42.9p per mile |
| ▪ Passenger Allowance | 5p per mile |
| ▪ Motorcycles (up to 5,000 miles) | 17.8p per mile (125cc or less)
27.8p per mile (over 125cc) |
| ▪ Motorcycles (over 5,000 miles) | 6.7p per mile (125cc or less)
9.9p per mile (over 125cc) |

SECTION 12 ~ RELOCATION

23.1 Relocation – Excess Mileage

Employees who, at the request of the Trust, move permanently to a different location and incur additional home to base mileage will receive mileage expenses at the casual user rate for a maximum period of three years.

Any additional payments claimed will be reviewed if the employee moves home or permanent location in the three year period, and the amount paid will be revised accordingly. As a result any employee in receipt of this payment is required to inform their line manager of their change of address promptly. Failure to do so in a timely manner may result in recovery of any money to which the employee was not entitled via the Trust's Policy and Procedure in Cases of Under/Over Payment of Salary, Allowances and Benefits (PP-27).

23.2 Relocation - Policy

In a small number of cases the cost of relocation expenses will be supported by the Trust. The Relocation Expenses Policy (PP-14) gives full details of the approval process, typical costs that may be covered, and any tax implications.

SECTION 13 - ACCOMMODATION

24. Accommodation

In exceptional circumstances accommodation may be provided for employees, subject to availability.

In all cases, employees will be required to abide by the terms of the Policy on Residential Accommodation. Failure to do so may result in termination of the tenancy and/or disciplinary action being taken.

SECTION 14 - TRUST POLICIES AND PROCEDURES

25. Trust Policies and Procedures

All employees are required to comply with the Trust policies and procedures relevant to their employment and to their role. These will include those relating to health and safety, infection control, information security and confidentiality (including data protection) and the Trust's Standing Financial Instructions.

Local Pay Scale with Effect From 1 April 2013

Appendix 1

	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8a	Band 8b	Band 8c	Band 8d	Band 9
1	13,667											
2	14,089	14,089										
3	14,448	14,448										
4	14,810	14,810										
5		15,231										
6		15,653										
7		16,075	16,075									
8		16,618	16,618									
9		17,235	17,235									
10			17,606									
11			18,099									
12			18,655	18,655								
13			19,088	19,088								
14				19,680								
15				20,359								
16				20,974								
17				21,296	21,296							
18				21,913	21,913							
19					22,531							
20					23,270							
22					24,690							
23					25,368	25,368						
24					26,356	26,356						
25					27,467	27,467						
26						28,578						
27						29,564						
28						30,552	30,552					
29						31,539	31,539					
30						32,648	32,648					
31						34,253	34,253					
32							35,240					
33							36,351					
34							37,585					
35							38,881	38,881				
36							40,177	40,177				
37								41,781				
38								43,386				
39								45,235	45,235			
40								46,593	46,593			
41									48,938			
42									51,653			
43									54,369	54,369		
44									55,849	55,849		
45										58,316		
46										61,031		
47										65,104	65,104	
48										66,955	66,955	
49											69,732	
50											73,125	
51											76,827	76,827
52											80,529	80,529
53												84,378
54												88,413
55												92,643
56												97,073

Appendix 2

Adoption (from within the UK) leave/pay provisions

An employee who adopts a child through an approved adoption agency and has primary carer responsibility for the child is entitled to 52 weeks adoption leave.

Where a child under the age of 18 years is adopted adoption leave and pay will be in line with the Trust's maternity leave and pay arrangements as described in the Maternity Policy PP-12. Eligibility for Occupational Adoption Pay will be subject to 12 months continuous NHS service ending with the week in which the employee is notified of being matched with the child by an adoption agency.

Where a couple are adopting jointly and both work for the Trust one parent must be identified as the primary carer. The primary carer may take adoption leave, although, parental and/or paternity leave may be available to the other.

The entitlement is to take up to 26 weeks' ordinary adoption leave followed immediately by up to 26 weeks' additional adoption leave. Adoption leave can start on the day the child is placed for adoption, or up to 14 calendar days earlier.

During ordinary and additional adoption leave, all terms and conditions of employment, except normal pay, will continue. During a period of additional adoption leave at the end of ordinary adoption leave, although the contract of employment will remain in force, normal contractual benefits will be suspended until the employee returns to work.

Statutory Adoption Pay will be payable to eligible employees for a period of up to 39 weeks. This is paid at a rate set by the Government for the relevant tax year. However, statutory adoption pay is not payable if the employee's average weekly earnings are below the Lower Earnings Limit for National Insurance Contributions, or if the employee has less than 26 weeks continuous employment ending with the week in which the employee is notified of being matched with the child by an adoption agency.

In order to qualify for adoption leave, the employee must give the Trust written notice of the intention to take adoption leave to be received no later than 7 days after the date on which notification of the match with the child is provided by the adoption agency. The employee must provide evidence of entitlement to adoption leave and pay, normally by producing a 'matching certificate' from the adoption agency. The written notice must specify the name and address of the adoption agency, the date the child is expected to be placed with the employee for adoption, the date the employee was notified that the child would be placed with her/him for adoption and the intended start date of the adoption leave. The Trust will respond in writing, confirming the date on which the employee will be expected to return to work if the full entitlement is taken.

The employee may change the start date of his/her adoption leave, by giving the Trust 28 days' written notice of the revised start date. The Trust reserves the right to maintain reasonable contact with the employee during adoption leave. This may be to discuss plans for returning to work, to discuss any special arrangements to be made or training to be given to facilitate a return to work or to update the employee on developments at work during his/her absence.

Up to 10 'Keeping in Touch' days may be undertaken during adoption leave without that work bringing the period of adoption leave to an end and without loss of a

week's statutory adoption pay. The arrangements are consistent with those outlined in the Trust's Maternity Policy.

The employee will have an automatic right to return to work after adoption leave but may return to work before the expiry of the full period of adoption leave by giving the Trust at least eight weeks' notice of the intended return date.

Advice on arrangements relating to adoption from overseas should be sought from the HR Department.