

Pay Policy and Procedure

Ratification Process

Lead Author:	HR Advisor, C&P CCG
Developed by:	HR Advisor, C&P CCG; Head of OD & HR, C&P CCG
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**Cambridgeshire & Peterborough CCG
Pay Policy and Procedure**

Document Control Sheet

Development and Consultation:	This policy was developed by the CCG HR team and consulted upon with senior managers and staff representatives. This policy has been approved through the Joint Consultation and Negotiating Partnership (JCNP).
Dissemination	All new and updated policies and procedures are notified to senior managers via email for dissemination to their staff. Notification is also sent to all staff via the iConnect staff newsletters.
Implementation	All staff and managers. Line managers have an additional duty to authorise in accordance with the policy.
Training	The CCG HR team will organise to inform managers of this policy.
Audit	The CCG HR Team will hold a database of all policies and a reminder will be sent when a policy is due for renewal.
Review	This policy will be reviewed by the CCG HR Team and JCNP every two years, unless an earlier review is required e.g. due to changes in legislation or in NHS direction.
Links with other documents	<p>This policy should be read in conjunction with:</p> <ul style="list-style-type: none"> Agency Worker Regulations Policy and Procedure NHS Terms and Conditions of Service Handbook Apprenticeship Terms & Conditions Capability at Work & Unsatisfactory Performance Policy & Procedure Engagement of Temporary Staff including Agency Workers policy CCG People Management Strategy CCG Flexible Working Policy & Procedure CCG GP Clinical Lead Employment Framework, CCG Learning & Development Policy & Procedure CCG Management Supervision Policy & Procedure CCG Maternity, Paternity & Adoption Leave Policy and Procedure CCG Organisational Change Policy and Procedure CCG Recruitment and Selection Policy and Procedure CCG Secondment and Staff Movement Policy and Procedure Staff Employment Handbook CCG Travel and Related Expenses Policy and Procedure CCG Remuneration Framework VSM Pay Framework

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Revisions

Version	Page/ Paragraph no.	Description of change	Date approved
2	Various	Re-numbering of paragraphs 5, 7, 6, 8, 9, 10, 11, 16, 17, 18, 20, 22, 24, 25, 26, 27 and 30	10/07/2018
2	Page 9 - 12 Paragraph 6	Clarification on starting salaries for new/re-joining NHS employees; recognition for relevant experience gained and non-NHS relevant experience; evidencing relevant experience; previous reckonable relevant experience; existing NHS employees	10/07/2018
2	Page 13 Paragraph 8	Inclusion of overtime in exception circumstances up to Band 7 only	10/07/2018
2	Page 14 Paragraph 9	Inclusion in paragraph 9.1 of employee responsibility to check pay and inform of mistakes	10/07/2018
2	Page 17 Paragraph 14.6 and 14.7	Removal of termination of FTC	10/07/2018
2	Page 20	Title changed to Part Two: Salaries and Arrangements for Pay for Apprentices	10/07/2018
2	Page 20 Paragraph 18.1	Removal of weekly payment amounts for Apprentices to reflect National Minimum Wage arrangements	10/07/2018
2	Page 21 Paragraph 19	Title changed to Part Three: Agency Workers and Off Payroll Interims	10/07/2018
2	Page 21 Paragraph 19.1	Inclusion of use of agencies in reference to Engagement of Temporary Workers Policy and Procedure	10/07/2018
2	Page 21 Paragraph 19.4	Inclusion of Agency Price Cap as set by NHS Improvement	10/07/2018
2	Page 21 Paragraph 20.2	Inclusion of expectation of off payroll arrangements will be minimal	10/07/2018
2	Page 21 Paragraph 20.3	Inclusion of HMRC rule regarding correct and proper payment of workers	10/07/2018
2	Page 23	Title change to Part Four: Clinical Leads, GP's, Practice Managers, Practice Nurses, Governing Body Lay Members, Hospital	10/07/2018

		Doctors, Patient Representative and Engagement Roles	
2	Page 24 Paragraph 23	Removal of Paragraph 23 Employing Clinical Leads	10/07/2018
2	Page 23 Paragraph 21.1	Reference added to GPs undertaking regular and defined work for the CCG will be directly employed	10/07/2018
2	Page 23 Paragraph 21.2	Inclusion of annual salary for GPs	10/07/2018
2	Page 23 Paragraph 21.3	Inclusion of annual leave, sick leave entitlements and objectives for GPs set and managed by relevant Executive Director	10/07/2018
2	Page 23 Paragraph 21.4	Inclusion of Governing Body members on employment contracts	10/07/2018
2	Page 23 Paragraph 22.2	Inclusion of rates of pay for Practice Managers	10/07/2018
2	Page 24 Paragraph 22.3	Inclusion of mileage payment rates	10/07/2018
2	Page 24 Paragraph 23.1	Inclusion of annual pay and time commitments for GP Lay Members	10/07/2018
2	Page 24 Paragraph 23.4	Inclusion of mileage payment rates	10/07/2018

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Cambridgeshire & Peterborough CCG Pay Policy and Procedure

1. Introduction

1.1 Cambridgeshire & Peterborough Clinical Commissioning Group (CCG) recognises the importance of rewarding staff in a fair, transparent and consistent manner, applying its legal duty to pay employees fairly in accordance with their Contract of Employment within NHS Terms and Conditions where applicable, and those engaged by the CCG on a Contract for Services. This policy provides a local framework for the arrangements for pay of individuals undertaking work on behalf of the CCG, and links in with the CCG People Management Strategy which outlines the importance of attracting good talent, recognition and reward of positive contributions and the retention of staff.

2. Scope

2.1 This policy applies to newly appointed, substantive and fixed term employees on NHS terms and conditions, those returning to the NHS with or without a break in service, transfers within the CCG and from other NHS provider organisations, individuals on Interim or Temporary/Fixed Term Contracts, and those engaged through a Contract for Services. There is also reference to those on Secondment, but this is covered in further detail under the CCG Secondment Policy and Procedure.

2.2 This policy does not apply to those who work unpaid for the CCG such as honorary contract holders, volunteers or work placement students.

Part One: Salaries and Arrangements for Pay for Substantive and Fixed Term Contract (FTC) (on payroll) Staff

3. Pay Structure

3.1 The NHS Terms & Conditions of Service Handbook sets out full details for the pay and conditions for staff within the remit of the NHS Pay Review Body (NHSPRB). The pay spine for staff covered by the NHSPRB is divided into nine pay bands. All staff covered by this pay system are assigned to one of these pay bands on the basis of job weight as measured by the NHS Job Evaluation Scheme.

3.2 Within each pay band there are a number of pay points to allow pay progression in post. Staff 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.

3.3 See section 7 for further information on pay progression.

3.4 Details concerning the pay arrangements for substantive and Fixed Term Contract employees are also contained within the Staff Employment Handbook.

3.5 Very Senior Manager (VSM) Pay:

3.5.1 Pay for VSMs falls outside of the Agenda for Change pay bandings structure and will be set in line with the national VSM Pay Framework for the NHS. Where pay exceeds the Prime Minister's pay of £142,500, ministerial views, via NHS Improvement and NHS England, must be sought before making an appointment. All Board members and all staff with significant financial responsibilities will be on the CCG payroll, unless in exceptional, short term cases. VSM pay will be ratified by the Remuneration and Terms of Service Committee.

3.5.2 NHS England requires that very senior managers repay contractual redundancy payments received by them if they have started employment with another NHS employer within 12 months. The exception to this, is if the employment is for a period of 15 days or less.

3.5.3 Before offering employment to an individual as a very senior manager, the CCG must ask the individual if they have received contractual redundancy pay for a VSM post from a previous NHS employer within the last 12 months.

3.5.4 Where it is confirmed that an individual has received contractual redundancy pay for a VSM post within the previous 12 months, the CCG will require the individual to make arrangements to repay their redundancy payment (or part thereof), or will include in the individual's terms and conditions of employment confirmation that they have agreed to repay the required amount, to the previous NHS employer.

4. Pay frequency

4.1 Staff will be paid monthly (one twelfth of the annual salary amount) in arrears on 25th of the month, unless the 25th day falls on a weekend day or bank holiday, in which case they will be paid on the earlier week day.

5. Pension

5.1 The CCG is legally required to enrol eligible staff into a workplace pension scheme and to make contributions towards it. Employers in the NHS are required under the NHS Pension Scheme regulations to automatically enrol all eligible employees into the NHS Pension Scheme from the first day of their employment. Employees that are not eligible to join the NHS Pension Scheme must be enrolled into an alternative qualifying pension scheme. The CCG has engaged with NEST (National Employment Savings Trust) to be its provider of an alternative qualifying pension scheme for staff.

6. Starting Salaries

6.1 To ensure that staff are paid fairly and consistently for the work they undertake the following procedure, in accordance with the NHS Terms and Conditions of Service Handbook regulations and the Agenda for Change framework, will be applied.

6.2 Starters new to the NHS or those re-joining the NHS:

6.2.1 Starters that are new to the NHS or those that are re-joiners to the NHS should start on the minimum of the Band and work their way up in accordance with the pay progression process and arrangements set out in this policy and in accordance with the NHS Terms and Conditions of Service Handbook.

6.2.2 Before any offer of employment is made above the minimum of the pay band, Executive Director approval must be given in collaboration with HR.

6.2.3 Giving incremental credit without good reason is contrary to the principles of fair pay within Agenda for Change and the NHS Terms and Conditions of Service Handbook.

6.3 Incremental Credit – Recognition for Relevant Experience Gained:

6.3.1 Employers have discretion to take into account any period or periods of employment served with employers outside the NHS where these are judged to be relevant to NHS employment and the post being appointed to. This applies to those with NHS reckonable service and/or those without NHS Experience.

6.4 Relevant Experience (with reckonable NHS service):

6.4.1 When deciding on the starting salary for someone returning to the NHS, breaks in service may be ignored when deciding the incremental point a person should be on, i.e. the employee may not always start again at the bottom of the scale if there has been a break but may return to the point in the Band they last worked at. In

deciding whether to give increments for all previous service, consideration should be given to whether the person has kept their knowledge and skills and / or continuous professional development up to date if relevant and if they can evidence this.

6.5 Non NHS Relevant Experience:

6.5.1 For starting pay purposes, periods of time spent outside of the NHS gaining 'equivalent relevant experience' can be taken into consideration in respect of paid or unpaid work (including bank and agency work), where this was undertaken at a level equivalent to, and is relevant to, the post they have been appointed to.

6.5.2 Previous equivalent and relevant experience must be evidenced to enable the CCG to determine if it should be counted for pay purposes. Any such presented evidence by the employee or their previous employer should be measured and evaluated against the post's job description and person specification and validated as applicable by the Appointing Officer. For example, a new Executive Assistant appointed to a post on Band 5 with 1 years and 11 months' experience gained at a senior secretarial level within a private sector organisation (with similar duties and responsibilities) can be taken into account. However, any previous service at a lower secretarial level cannot be counted.

6.6 Evidencing Relevant Experience:

6.6.1 Previous reckonable service from another NHS employer or equivalent relevant experience that is to be taken into consideration for incremental credit purposes, must be evidenced using the following documentation as appropriate:

- a. Staff Transfer Form from the previous NHS employer;
- b. Letter from the previous employer confirming salary (or if a previous NHS Employer - the pay band, length of service and incremental point);
- c. Previous job description with written confirmation from the previous employer confirming that the employee worked to this document and performed satisfactorily in the role and the length of time they worked in the post;
- d. Letter from previous employer as per above;
- e. Pay slip from previous employer.

6.6.2 Where the appointing officer is in receipt of evidence that will enable them to measure and evaluate the appointed candidate's equivalent relevant experience, knowledge and skills, they must review this against the post's job description and person specification. Only when this full review has taken place should the appointing officer make a recommendation to the Executive Director and HR regarding the award of incremental credit.

6.6.3 Only whole years of experience will be credited for incremental progression. In the above example the appointee to the Executive Assistant post could be credited with 1 year's relevant experience and therefore may be given one increment in the pay band on their appointment.

6.6.4 The calculation for the number of whole years relevant experience will be calculated as at the agreed start date in the new post.

6.6.5 In all cases to ensure consistency, before any offer of employment is made above the minimum of the pay band, approval must be given by the relevant Executive Director in collaboration with HR.

6.7 Equality Considerations:

6.7.1 When considering putting forward a recommendation for incremental credit in respect of previous evidenced NHS reckonable service or equivalent relevant experience (as measured against the job description and person specification), the appointing officer must consider the impact on equal pay issues in respect of employees already in the same post or in a comparable post within the department, directorate and the CCG. Liaison with HR must be made in this respect and prior to any recommendation being put forward.

6.7.2 The CCG provide equality in pay not only to protect the organisation against claims of unequal pay, but also to avoid a negative impact on staff morale.

6.8 Starting salaries for existing NHS Employees

6.8.1 The following, in accordance with the NHS Terms and Conditions of Service, applies:

6.8.2 Appointments made within the same Band:

Employees moving from one post to another in the same pay band within the NHS will enter the Band at the same point they were previously on, keeping their existing incremental date.

6.8.3 Appointments to a Higher Pay Band:

Pay on promotion should be set either at the minimum of the new pay band or, if this would result in no pay increase, the first pay point in the band which would deliver an increase in pay. The effective date of the promotion becomes the new incremental date for the employee.

6.8.4 Temporary Acting up or Secondments:

Where acting up arrangements or internal secondments into a higher pay band result in only one extra pay point, the incremental date remains the same for the employee. Where acting up arrangements or internal secondments result in more than one extra pay point the incremental date, for the period of the temporary upgrading, becomes the date the upgrading began. Upon returning to their substantive band, employees return to the point they would have reached in the band had they remained in their substantive band.

6.8.5 Temporary movement into a new pay band should not normally last for more than six months or for less than one month, except in instances of maternity leave or long-term sickness absence, where a longer period may be known at the outset. In circumstances where the individual is not required to carry out the full responsibilities of the post, pay will be determined by job evaluation.

6.8.6 Where Acting Up or a Secondment becomes a permanent substantive change the incremental date will remain as, or become, the date the upgrading began.

6.8.7 Appointments to a Lower Pay Band:

Employees appointed to a post in a lower pay band will enter the band at the point they would have reached had all their NHS service in equivalent or higher pay bands been worked in the lower band.

6.8.8 Salary Protection and Additional Allowances:

Where an individual changes post through promotion or voluntary transfer, any protected payments, for example following an organisational change, will be lost. This should be made clear to staff when they inquire about a post.

7. Pay Progression

7.1 Incremental pay progression for all pay points, and within each pay band, is conditional upon individuals demonstrating that they have the requisite knowledge and skills/competencies for their role, and that they have demonstrated the required level of performance and delivery required of them during the review period. To support managers in defining whether performance requirements have been met, the CCG have both a Management Supervision Policy & Procedure that outlines the process of management supervision and appropriate methods to record supervision meetings, and have adopted a locally agreed Staff Appraisal process based around competences for all staff except nursing staff who remain on the Knowledge & Skills Framework (KSF) process.

7.2 Provided the appropriate level of performance and delivery has been achieved during the review period, individuals will progress from pay point to pay point on an annual basis. For pay Bands 1 to 7, 8A and 8B this will apply to all the pay points in each pay Band. For pay Bands 8c, 8d and 9, see below in accordance with nationally agreed elements surrounding Pay Progression as detailed in the Agenda for Change Handbook.

7.3 Pay progression would not normally be deferred on performance grounds unless there has been a prior documented discussion between the individual and the person undertaking their review, through the Capability at Work & Unsatisfactory Performance Policy and Procedure, regarding the failure to meet the required level of performance for that period. This prior discussion should identify areas for improvement and any reasonable developmental support the individual may require to operate at the required level of performance.

7.4 Once progression has been agreed, a member of staff will normally progress to the next point on their pay band 12 months after appointment and to subsequent points every 12 months thereafter, subject to meeting the criteria for progression.

7.5 Pay progression for Bands 8c, 8d and 9:

7.5.1 Provided the appropriate level of performance and delivery has been achieved during the review period, with achievement of the agreed objectives confirmed

through the appraisal procedure and performance review, individuals in Bands 8c, 8d and 9 will progress from pay point to pay point on an annual basis for the first 4 pay points in the Band (subject to any nationally agreed arrangements otherwise being confirmed by NHS Employers).

7.5.2 It is important that the Appraisal process is used as the mechanism to record the appropriate level of performance and delivery with an increment only being withheld where poor performance has triggered the Capability at Work & Unsatisfactory Performance Policy & Procedure set against the individual's appraisal objectives.

7.6 Annually earned pay points for Band 8c, 8d and 9:

7.6.1 Pay progression beyond the first four pay points in pay bands 8c, 8d and 9 will be dependent upon the achievement of locally determined levels of performance. Staff will progress through the last two pay points in these pay bands only when they are assessed as having met the required level of performance.

7.6.2 Pay progression for this level of performance will be non-recurring and must be reviewed on an annual basis. When an individual who holds an annually-earned pay point has not met the required level of performance and delivery for a given year, they will have one annually earned pay point withdrawn. The last two pay points in pay bands 8c, 8d and 9 (spine points 45 & 46, 49 & 50 and 53 & 54) (the annually earned points) will not be subject to pay protection.

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

8. Overtime Payments

8.1 Work should be managed in ways that avoid, as far as possible, staff needing to undertake more than their contracted hours in any given week. Where this cannot be avoided, staff should, with line manager prior agreement, take back the excess hours they have worked as time off in lieu or as flexitime in accordance with their eligibility under the CCG Flexible Working Policy & Procedure.

8.2 If time cannot be taken back in these ways, in exceptional circumstances, overtime will be paid to staff working in pay bands up to and including Band 7. Staff paid in pay bands 8 or 9 will not be entitled to overtime payments, and time off in lieu (TOIL) should be taken by prior agreement with the line manager.

8.3 Where it is agreed to pay overtime, in accordance with the NHS Terms and Conditions of Service Handbook, payment will be made at a single harmonised rate of time-and-a-half for all overtime hours, with the exception of work on general public holidays which will be paid at double time. The overtime rate will only apply to the excess hours that have been worked above the full-time hours and where it has been agreed that overtime will be paid.

8.4 For reference, a full time working week comprises 37.5 hours exclusive of meal breaks. Where agreement has been given for excess hours to be paid, part-time employees will

receive payment for the additional hours at plain time rates until their hours exceed the standard hours of 37.5 hours a week.

8.5 Time off in lieu will be at plain time rates.

9. Salary Overpayments and Underpayments

9.1 Employees have a responsibility to check their pay and to inform the CCG should a mistake be identified.

9.2 Overpayment

Where an overpayment occurs, the member of staff should notify their Manager immediately. With the agreement of the member of staff, the mistake will be rectified in the following pay period. Where this would cause hardship, a timetable will be agreed with the employee for a series of deductions to be made to rectify the mistake over succeeding pay periods. Where there is a dispute over the timescale for deductions, the Manager will seek to agree a suitable timetable after consultation with the member of staff involved who may, if they wish, be accompanied by a recognised Trade Union representative or a work colleague. The period over which repayment will be made will usually be the same as the period of over payment. This may be extended in exceptional cases with the relevant Executive Director approval.

9.3 In instances where an individual is leaving the organisation and it comes to light that an overpayment is going to be made, it is expected that the full outstanding sum of the overpayment will be deducted from their final pay.

9.4 If an overpayment is identified after an individual has left the organisation and a final payment has been made to them, HR will make the line manager and Payroll aware. Payroll, in conjunction with HR and CCG Finance Team, will write to the individual to agree a repayment schedule.

9.5 Underpayment

If a member of staff believes they have not received the correct amount of pay, they should draw this to the attention of the line manager, who will investigate the matter. If the CCG is satisfied that the member of staff has been underpaid, a payment making good the mistake will be made as soon as possible to the member of staff concerned.

10. Sick Pay

10.1 Employees absent from work owing to illness will be entitled, subject to the conditions set out in the NHS Terms and Conditions of Service Handbook and their employment contract, to receive occupational sick pay in accordance with the table below:

Amount of reckonable service	Entitlement
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

10.2 In certain circumstances the above periods of pay may, subject to the relevant Executive Director approval being given, be extended in accordance with the NHS Terms and Conditions of Service Handbook.

10.3 The period during which sick pay should be paid, and the rate of sick pay for any period of absence, is calculated by deducting from the employee's entitlement on the first day of sickness the aggregate periods of paid sickness absence during the 12 months immediately preceding that day, with some exclusions that are outlined in the NHS Terms and Conditions of Service Handbook.

11. Maternity, Paternity & Adoption Pay

11.1 Eligible employees will be entitled to Statutory and Occupational pay in relation to the birth or adoption of a child. Pay and leave arrangements are detailed in the CCG Maternity, Paternity & Adoption Leave Policy & Procedure.

12. Pay Protection

12.1 In cases where an employee is transferred to alternative work as a result of organisational change and to avoid a situation of potential redundancy, where the alternative work is banded one pay band lower, pay protection will apply. Short and long term pay protection arrangements are detailed in the CCG Organisational Change Policy & Procedure.

12.2 Employees who are moved from one post to another, due to organisational change, and are downgraded as a result of the move, will be given long term protection of basic wage or salary with benefit of any subsequent improvements or increments applying to the scale they have moved to. This is conditional on the employee accepting a suitable post within the CCG which is more senior when one becomes available and is offered to them.

12.3 Earnings in the new post will be offset against protectable earnings. If for any particular pay period the earnings in the new post exceed the protectable earnings, protection of earnings is extinguished and earnings in the new post are paid in full for the particular pay period.

12.4 When calculating earnings in the new post, the rates used for calculating payments in respect of overtime, shift work and other additional duties are those applicable to the new post.

12.5 Long-term and short-term protection ceases if the individual voluntarily moves to another post or they retire.

12.6 Members of the NHS Pension Scheme may be able to preserve their benefits earned on the higher pay if they suffer reduction in pay through no fault of their own. The NHS Pension Scheme requires members to have at least two years in the Scheme to qualify. Members of the Scheme who wish to preserve benefits at the higher rate should write to the Payroll Manager of the CCG within one-month of the reduction taking effect to ask for benefits to be preserved.

12.7 Members of the Local Government Pension Scheme can elect to receive a 'certificate of protection of pension benefits' which will provide some protection of pension benefits for the future. The Local Government Pension Section provides details and options to employees when the protection is agreed and commences.

13. Excess Travel Payments

13.1 In accordance with the CCG Organisational Change Policy & Procedure, an employee whose place of work, but not his/her home, is subject to a compulsory change to avoid redundancy is entitled to excess travelling allowances for a period of two years from the date of transfer. The rate paid for excess travel will be calculated on the basis of the bus fares or standard rail travel, or if the employee travels by private motor vehicle on the basis of the reserve rate. Payments may be subject to tax deduction.

13.2 In cases where a compulsory change of base has occurred or, where as a result of organisational change an employee is expected to travel further to carry out their duties, Line Managers will consider the implications on working and travel time. As this will vary from one individual to another, Line Managers will use discretion in allowing some of the excess travel to be carried out during working hours.

14. Fixed Term Contract Considerations

14.1 The CCG acknowledges that there may be occasions when it may not be possible to recruit substantively to a post. In these situations, fixed term contracts may be an appropriate solution. Examples of such circumstances include:

- To provide cover for the absence of a permanent post holder (e.g. to cover maternity leave, employment break)
- To resource a time-limited one-off task or project
- Where funding for a project or role has a specified limit

14.2 There are regulations covering the employment of Fixed Term employees which are set out within the Fixed Term Employment (prevention of Less Favourable Treatment) Regulations, 2002. The purpose of the Regulations is to ensure that fixed-term employees are not treated less favourably than comparable permanent employees on the grounds that they are fixed term employees, unless this treatment can be objectively justified.

14.3 It is the CCG's responsibility to ensure that staff employed on fixed term contracts receive the same entitlements (i.e. are treated no less favourably) as their comparators on permanent contracts in respect of the following:

- Pay

- Entitlement to Bank Holidays
- Annual Leave Entitlement
- Sickness Entitlement
- Service Qualifications
- Notice Periods
- Access to Pension Scheme
- Access to benefits
- Notification of vacancies for permanent roles
- Learning and development opportunities

14.5 The CCG is not obliged to provide equitable access for fixed-term employees with regard to Lease cars (unless the Fixed Term Contract duration covers the contract duration period for the lease car).

15. Staff Recognition - Financial Recognition Scheme

15.1 The CCG Financial Recognition Scheme was set up in 2014 to provide a fair and equitable way to reward staff who exceptionally 'go above and beyond' their duties for the CCG.

15.2 Process:

The principle aim of the scheme is to deliver a fair and transparent method in which to identify and recognise employees within the CCG. To deliver transparency, an internal validation process has been agreed which requires nominees to submit a nomination form, as found in appendix 1, through the Establishment Control Process. Should this be supported, the nominee will be required to provide a written business case to the Remuneration and Terms of Service Committee for approval outlining how the individual meets the criteria for the Financial Recognition Scheme. HR can provide support during this process.

15.3 Criteria:

Nominations can be put forward by the line manager within the CCG. Any member of staff can be nominated to receive an Award, including temporary staff, apprentices and secondees. The member of staff being nominated should demonstrate one or more of the following:

- a. Performing extra duties above and beyond those normally assigned;
- b. Undertaking a project/piece of work to a very high standard;
- c. Developing creative and innovative ideas to improve the quality of service while at the same time reduce waste and inefficiency;
- d. Supporting colleagues within the CCG, the service or service users, going the extra mile;
- e. Demonstrate exceptional delivery of one or more of the CCG Values.

15.4 Reward:

Payments will be for a set amount, fall within a range of 1% and 10% of the annual salary and be for an agreed payment period. The amount will sit outside that of the normal incremental pay progression process. At the end of the payment period, the amount paid will automatically end or be subject to a further review by the validation process.

15.5 Examples of amounts to be awarded may be based on the value of increments in the salary scale for the post under consideration. The value should not exceed 3 increments for bands 1-7 and for bands 8 – 9 should not exceed the value of 2 increments.

16. Staff Retention

16.1 Recruitment and Retention Premiums (RRP)

16.1.1 Where the CCG is finding it difficult to recruit or retain staff in a particular post, applying Recruitment and Retention premiums may be appropriate to consider. This is an amount in addition to the pay of an individual post or specific group of posts, where market pressures are otherwise preventing the CCG from being able to recruit or retain staff in sufficient numbers for the posts concerned, at the normal salary for a job of that weight.

16.1.2 Recruitment and retention premiums are supplementary payments over and above the pay that post holders receive by virtue of their position on their pay band. Once awarded, premiums must be reviewed annually to consider whether, given the current labour market, it is still applicable.

16.2 Local Short term RRP

Where the 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 a local short term RRP should be applied. Local short term RRP:

- a. May be awarded on a one-off basis or for a fixed period.
- b. May be withdrawn or have the value adjusted subject to a six month notice period, unless set for a defined fixed term.
- c. Will not be pensionable, nor count for the purposes of overtime, unsocial hours payments or any other payments linked to basic pay.

16.3 Local Long term RRP

Where the need for the premium is not expected to vary significantly in the foreseeable future Local Long Term RRP will apply. Local long term RRP:

- a. Will be awarded on a long term basis.
- b. Values will be reviewed at least annually.
- c. Will be pensionable and will count for the purposes of calculating overtime, unsocial hours payments and any other payments linked to basic pay

16.4 Where an employee moves to a different post that does not attract a recruitment and retention premium, their entitlement to any previous recruitment and retention premium will cease.

17. Leaving the CCG – Clawback of Costs

17.1 Repayment of Training courses

17.1.1 Where the CCG has paid for an employee to attend external study, should that employee leave within 12 months of the completion of the training course, the employee will be liable to reimburse the course fee on a sliding scale as follows:

Leave before	Amount to be repaid
Within six months of course start date	Total funding
Within one year of course start date	75% of funding
Within 18 months of course start date	50% of funding
Within two years of course start date	25% of funding

17.1.2 However, the CCG will not seek to reclaim study costs in the following circumstances:

- a. If a member of staff leaves the course at the request of the CCG;
- b. As a result of non-voluntary redundancy;
- c. As a result of maternity leave;
- d. As a result of certified long term sickness absence (confirmed by Occupational Health).

17.2 Repayment of Relocation expenses

17.2.1 In accordance with the CCG's Relocation Expenses Policy and Procedure, the CCG will require employees to repay all or part of the reimbursements and allowances made to them if they leave employment with the CCG within two years of commencement, or two years from the date of claiming relocation expenses if this occurs after the date of appointment refundable to the CCG by the employee on the following basis:

Within 6 months of commencement	100%
6 months to 1 year	75%
1 year to 18 months	50%
18 months to 2 years	25%

17.3 Lease Cars - Early termination costs

Depending on the reason for termination of the contract any early termination costs may be borne by the employee or the CCG. Employees are advised to seek advice from the scheme manager and HR before terminating the lease car contract.

Part Two: Salaries and Arrangements for Pay for Apprentices

18. Apprentices

18.1 Apprentices will be employed by the CCG on an 18 month Fixed Term Contract basis. Pay will be paid monthly in arrears for a 35 hour weeks at rates in accordance with / no less than the National Minimum wage rates for apprentices.

18.2 Overtime payments and Apprentices:

If requested to work additional hours, it is a line manager's responsibility to ensure these are within the allowed hours according to the apprentice's age range and in the best interest of the apprentice. Time off in lieu will be offered however, there is no entitlement to additional pay.

18.3 Sick Pay and Apprentices:

Occupational sick pay will not be payable for the first 90 days however, apprentices are required to abide by the sickness reporting procedures for the CCG. Following 90 days, entitlement to sick pay will be as follows:

Period of continuous service on first day of absence*	Full Pay	Half pay
Between 91 days – 12 months	One month	Two months
12 months - 18 months	Two months	Two months
18 months – 24 months	Two months	Two months

18.4 Pension and Apprentices:

Membership of the NHS Pension Scheme is based on tiered contribution rates dependent on annual allowance. In respect of the apprenticeship allowance this will be 5%. Apprentices are automatically included in the NHS Pension Scheme unless they decide to opt out of the scheme by completing an opt out form from the NHS Pensions website. The CCG OD & HR team can signpost Apprentices to the relevant part of the NHS Pensions website.

Part Three: Agency Workers and Off Payroll Interims

19. Agency workers

19.1 Use of agencies

Information regarding the use of agencies can be found in the Engagement of Temporary Staff including Agency Workers policy.

19.2 It may be necessary to use a range of agencies based on the role to be filled. The Department of Health stipulate that organisations are required to procure all agency staff from existing framework agreements. The CCG use the national framework operated by Crown Commercial Services: <http://ccs-agreements.cabinetoffice.gov.uk/suppliers>.

19.3 Off framework arrangements are not permitted except in exceptional circumstances. Please contact HR in the first instance before approaching or considering using any off framework agency.

19.4 When engaging agency staff, managers must abide by Standing Financial Instructions, and payments to workers and agencies must not exceed the maximum hourly charge rate (Agency Price Cap) set by NHS Improvement.

19.5 Agency workers are supplied by a temporary worker agency (the agency) to the hirer Cambridgeshire & Peterborough Clinical Commissioning Group (CCG). Agency workers are classed as "workers" rather than as employees and are covered by the Agency Worker Regulations (2011).

19.6 After 12 weeks in the same job, known as the 'qualifying period', an agency worker is entitled to the same basic conditions of employment as if they had been directly employed by the CCG on day one of their assignment. This specifically relates to pay, including fee, bonus, compensation and holiday pay relating to the assignment. For pregnant workers this includes paid time off for ante-natal appointments. It does not include redundancy pay, contractual sick pay, and maternity, paternity or adoption pay.

20. Interim workers on a Contract for Services (Off Payroll arrangement)

20.1 In line with current HMRC rules the CCG expects to pay the majority of its workers via on payroll arrangements and with contracts of employment. In certain circumstances HMRC rules may allow off payroll arrangements to be entered into with certain workers and for certain work.

20.2 The numbers of cases where off payroll arrangements will apply are expected to be minimal. HR guidance must be sought in all cases before any off payroll agreements are made. Senior HR staff will review on a case by case basis the circumstances in accordance with HMRC guidance tools and rules. Instances of proposed off payroll working will be reported to the Establishment Control Panel for approval and the numbers and details of the work is monitored by the CCG Remunerations Committee.

20.3 As a public body the CCG must ensure it follows and applies HMRC rules regarding the correct and proper payment of workers otherwise it risks receiving fines.

20.4 Any invoices received by the CCG for work undertaken where Establishment Control Panel approval for off payroll working has not been given, will not be taken forward for payment.

Part Four: Clinical Leads, GPs, Practice Managers, Practice Nurses, Governing Body Lay Members, Hospital Doctors, Patient Representative and Engagement Roles

21. Employment of GPs

21.1 All GPs who undertake regular and defined work for the CCG will be required to be employed directly by the CCG for that work.

21.2 Annual salary will be calculated in line with the sessional standard rate at £285.00 per session (3.5 hours) as paid time worked, to include time to travel and meeting preparation time. The number of sessions to be delivered will be agreed in advance and the annual salary will be paid monthly and is subject to Tax; National Insurance and, where relevant, Pension deductions.

21.3 Annual leave and any sick leave entitlement will be calculated and any absences should be authorised by the Executive Director or nominated other Senior Manager responsible for the work. The objectives for work undertaken during the period of employment will be set and managed by the relevant CCG Executive Director and overseen by either the CCG Chief Clinical Officer or the Deputy Chief Clinical Officer.

21.4 All Governing Body GP members will be on an employment contract. This will be for 8 sessions per month. As the employment contract is associated with an elected term, at the end of that term there will be no requirement to pay redundancy. A period of one month's notice will be given of the end of term in the event that the individual is unsuccessful in being re-elected. The tenure of election is a maximum of two terms.

21.5 Travel Expenses

GPs employed by the CCG can claim £0.56 per mile (reducing to £0.20 per mile after 3,500 miles). These expenses will be claimed via the CCG e-expenses system authorised for payment by the CCG Governing Body Chair for Governing Body members and by the relevant Director for all other GP Clinical Leads. Claims must be submitted within two calendar months of the expenses being incurred.

21.6 GP or Partner Backfill

The pay rates are intended as the total payment. It is not proposed that any additional 'backfill' payment is made. However, in exceptional circumstances, where reasonable receipted locum costs exceed the CCG pay rate, the Remuneration & Terms of Service Committee will consider requests on a case by case basis.

22. Practice Managers and Nurses

22.1 On occasion, the CCG may decide to seek ad hoc advice from a Practice Manager or nurse to bring a range of complementary skills to the work of the CCG.

22.2 Sessional Rate

The CCG guideline rates for Practice Managers are £87.50 per 3.50 hour session. Practice Managers will be responsible for ensuring this is declared as personal or practice income via their practice as appropriate to their situation, and that tax / National Insurance is paid at the correct rate. The sessional rate for Nurses is £140 per session.

22.3 Travel Expenses

Practice Managers and Nurses undertaking work for the CCG will be entitled to claim £0.56 per mile (reducing to £0.20 per mile after 3,500 miles) via invoice.

23. Governing Body Lay Members (statutory roles)

23.1 Where Lay Members are fulfilling statutory roles or equivalent on the CCG Governing Body, the following rates are recommended:

Role	Pay	Time commitment
Lay Member: Patient & Public Involvement / GB Vice-Chair	£13,136 p.a	3.5 days per month
Lay Member: Governance & Audit	£13,136 p.a	3.5 days per month
Lay Member: Assurance	£13,136 p.a	3.5 days per month
Lay Member: Finance and Performance	£13,136 p.a	3.5 days per month

This reflects the governance responsibility inherent in the roles.

23.2 Objectives for these roles will be set and managed by the CCG Governing Body Chair or CCG Deputy Governing Body Chair.

23.3 Annual leave and any sick leave entitlement will be calculated at the beginning of the term of appointment and absence authorised by the CCG Governing Body Chair or Deputy CCG Governing Body Chair

23.4 Travel Expenses

Lay members should claim £0.56 per mile (reducing to £0.20p per mile after 3,500 miles). These expenses will be claimed via the CCG e-expenses system authorised for payment by the CCG Governing Body Chair. Claims must be submitted within two calendar months of the expenses being incurred.

24. Hospital Doctors

24.1 The terms for the statutory secondary care clinician on the Governing Body will be similar to those for the Governing Body GP members.

24.2 Travel Expenses

The Hospital Doctor will claim £0.56 per mile (reducing to £0.20 per mile after 3,500 miles).

25. Patient Representative Roles

25.1 For patient representative roles specified CCG work, there are two options. These cover roles where the patient is representing an independent perspective. For these roles the IR 35 legislation will be applied and;

a) Travel and subsistence expenses only may be offered. This ensures that patient representatives are / are seen to be fully independent and free to express their opinion.

Or

b) Where there are specified roles for a patient representative, elected and / or selected through a transparent process, a payment ('honorarium') may be offered to recognise the time commitment with a recommended rate of [£1000] per year.

25.2 Travel Expenses

PRG Representatives may claim £0.56 per mile (reducing to £0.20 per mile after 3,500 miles). To be claimed via invoice.

Non PRG Representatives may claim £0.45 per mile HMRC Rate. To be claimed via invoice.

26. Advice

Further advice may be sought on the application of this policy from the HR team.

Cambridgeshire and Peterborough CCG Pay Policy and Procedure

Appendix 1 - Financial Recognition Award Scheme Nomination Form

1. The purpose of the Financial Recognition Award Scheme is to deliver a fair and transparent method in which to identify and recognise employees within the CCG.
2. Awards will be for a set amount, fall within a range of 1% and 10% of the annual salary and be for an agreed payment period. The amount would sit outside that of the normal incremental pay progression process. At the end of the payment period, the amount paid would automatically end or be subject to a further review by the validation process.
3. Criteria
 - a. Performing extra duties above and beyond those normally assigned;
 - b. Undertaking a project/piece of work to a very high standard;
 - c. Developing creative and innovative ideas to improve the quality of service while at the same time reduce waste and inefficiency;
 - d. Supporting colleagues within the CCG, the service or service users, going the extra mile;
 - e. Demonstrates exceptional delivery of one or more of our CCG Values.

4. Process

Please complete Part One of this form and submit to the HR team at CAPCCG.HR@nhs.net

The nomination will be considered by the Establishment Control Process (ECP). You will be informed of the outcome of your nomination, and should the ECP support your nomination, you will be required to submit a paper to the Remuneration and Terms of Service Committee at the next available meeting, outlining how the individual meets the criteria for a Financial Recognition Award.

Part One:

To be completed by the Nominator:

Name of employee you wish to nominate	
Band	
Post Title	
Directorate	

Please state the reasons for this nomination Please advise why the individual has gone above and beyond what is required of their role, giving evidence as appropriate

--

Nominators (Your) Name:

Nominators Post Title:

Signature: **Date:**

Part Two: for completion at Establishment Control Process meeting

(please tick as appropriate)

Yes, nomination supported <input type="checkbox"/>
<input type="checkbox"/> ECP panel to inform nominee/line manager of outcome and next steps (tick when complete) HR to provide support to nominee/line manager in producing a paper to the Remuneration and Terms of Service Sub Committee for consideration.

No <input type="checkbox"/>
State reason for refusal: <input type="checkbox"/> HR to advise nominee of outcome and place form on Employee Personal File (tick when complete)

Part Three: for completion after Remuneration and Terms of Service Sub Committee meeting

Award authorisation given by Remuneration and Terms of Service Sub Committee:
(please tick as appropriate)

Yes <input type="checkbox"/>
Amount to be awarded: % = £

--

No

State reason for refusal:

--

Part Four: for HR team use only

Feedback to Nominee given

Where nomination agreed, advise Manager to speak to employee and complete P3 form, sending original to Payroll team, with copy to HR.

Letter prepared and sent to member of staff who is to receive award.

Data input on FRS spreadsheet