



An  owned company

Terms and Conditions of Service

01 April 2023

These terms and conditions do not apply to employees who have TUPE transferred to the organisation, unless they have requested a change to their working practices which has resulted in a change of contract.

For Staff Employed by North Tees and Hartlepool Solutions

Section	Description	Detail																											
1.	Pay (As at 01 April 2023)	<p>Bands B to H</p> <p>Grades B, C, D, E, F G & H all now include incremental progression points.</p> <p>Staff will continue to be appointed on a specific pay point within the Grade. For example, a Grade D post has three salary pay points. The appointing manager can appoint at the most relevant salary within the pay grade. Staff can progress up the pay points following the completion of the appraisal pay progression form and a Staff Amendment Form.</p> <p>This is not automatic pay progression.</p> <p><u>Pay Scales – Agreed 04/05/2023</u></p> <table> <tr> <th>Grade</th><th>Pay Point</th><th>2023/24 Salary</th></tr> <tr> <td rowspan="2">B</td><td>01</td><td>£22,383</td></tr> <tr> <td>02</td><td>£22,383</td></tr> <tr> <td rowspan="2">C</td><td>01</td><td>£22,816</td></tr> <tr> <td>02</td><td>£24,336</td></tr> <tr> <td rowspan="3">D</td><td>01</td><td>£24,336</td></tr> <tr> <td>02</td><td>£25,965</td></tr> <tr> <td>03</td><td>£27,596</td></tr> <tr> <td rowspan="3">E</td><td>01</td><td>£28,407</td></tr> <tr> <td>02</td><td>£30,639</td></tr> <tr> <td>03</td><td>£31,120</td></tr> </table>	Grade	Pay Point	2023/24 Salary	B	01	£22,383	02	£22,383	C	01	£22,816	02	£24,336	D	01	£24,336	02	£25,965	03	£27,596	E	01	£28,407	02	£30,639	03	£31,120
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			04	£34,581	
		F	01	£35,392	
			02	£37,744	
			03	£40,096	
			04	£42,618	
		G	01	£43,742	
			02	£46,928	
			03	£47,941	
			04	£50,056	
		H	01	£46,068	
				£47,567	
				£49,422	
				£51,276	
				£53,419	
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2.	Bonus Payments	<p>North Tees and Hartlepool Solutions is committed to providing an efficient and quality service and wishes to reward the contribution of staff to the performance of the organisation, through the payment of a performance bonus.</p> <p>A bonus of £500 per annum may be payable, subject to achievement of the organisational, departmental and individual criteria as outlined below.</p> <p>Where agreed, the bonus will be paid in July and the individual must be employed by the company on 1 April of the relevant year, with at least 12 months continuous service. For staff working part-time, this will be paid on a pro rata basis. (Please note previous service does not apply). Employees who leave on or before 30th June will not receive the bonus payment.</p> <p>Organisational Performance</p> <ul style="list-style-type: none"> - The company is achieving the performance standards as required by North Tees and Hartlepool NHS Foundation Trust; - The company's Sickness Absence rate is less than 4.0% (average for the period); - The company's Mandatory Training compliance rate is at least 90% (average for the period); 																								

		<p>Individual performance</p> <ul style="list-style-type: none"> - 98% attendance record; - A timely appraisal; - 95% compliance with mandatory training; - No disciplinary sanctions issued.
3.	Unsocial Hours and the Working Week	<p>The working week is Monday to Sunday.</p> <p>Core working hours are defined as Monday to Sunday, 06:00 to 22:00. Work undertaken during core working hours will be paid at single time.</p> <p>Night duties are defined as 22:00 to 06:00. Employees who work a full night shift during these hours will be paid at a rate of time plus 40%. (This is not payable for hours worked prior to 10pm and is also not payable to those employees starting an early morning shift within that time).</p> <p>Work performed on a public holiday will be paid at a rate of time plus 50%.</p>
4.	Overtime	<p>Overtime is payable to staff on Bands B to G only.</p> <p>There is a single rate of time plus 50% for all overtime worked. This increases to time plus 100% for all overtime worked on a Bank Holiday.</p> <p>Overtime payments will be based on the hourly rate provided by basic pay.</p> <p>Part-time employees will receive payments for the additional hours at plain time rates until their hours exceed standard hours of 37½ hours a week.</p> <p>The single overtime rate will apply whenever excess hours are worked over full-time hours, unless time off in lieu is taken, provided the employee's line manager or team leader has agreed with the employee to this work being performed outside of the standard hours. Time off in lieu must be taken within 3 months of the hours worked.</p>

		Staff may request to take time off in lieu as an alternative to overtime payments. Time off in lieu of overtime payments will be at plain time rates.
5.	On-call	<p>Periods of on-call There are 9 periods of on call in a week and an example is shown below. It is noted that the actual period length may differ in accordance with service configuration, but all rotas will have 9 periods:</p> <p>5pm – 9am Monday to Saturday (5 periods)</p> <p>9am – 9pm Saturday (1 period)</p> <p>9pm Saturday – 9am Sunday (1 period)</p> <p>9am – 9pm Sunday (1 period)</p> <p>9pm Sunday – 9am Monday (1 period)</p> <p>In addition to the above periods, there may be occasions where staff are required to be on call on a day off during the times of 9am and 5pm, Monday to Friday. In these circumstances the weekday availability payment would be paid along with the appropriate work done payment for any work carried out. All other periods of time in the week are classed as normal working hours and staff are not defined as being on-call.</p> <p>For those staff required to participate in on-call rotas the payments for on-call availability will be increased in line with 4% pay award uplift. The new rates agreed are below:</p> <ul style="list-style-type: none"> • £20.95 This is a single payment, paid per period of on-call worked for the 5 periods occurring between 5pm Monday and 9am Saturday. <p>It may also be paid per period, where an individual is required to be on-call during the hours of 9am – 5pm on a rostered day off.</p> <ul style="list-style-type: none"> • £23.28 This is a single payment, paid per period of on-call worked for the 4 periods occurring between 9am Saturday and 9am Monday.

6.	Pay Protection	<p>Employees whose salary is reduced due to organisational change will be given 90 days' notice of the change.</p> <p>Pay protection will not apply, unless the period of notice is less than 90 days, in which case pay will be protected for the length of time to account for the shortfall in notice.</p>
7.	Pay Date	<p>Employees will be paid on a monthly basis, on the third last working day of the month.</p>
8.	Contractual Continuity of Service	<p>An employee's previous service with North Tees and Hartlepool Solutions counts as reckonable service in respect of entitlement to redundancy payments, maternity pay, sick pay and annual leave.</p> <p>Excluding those staff whose continuous service is protected under TUPE, previous NHS service does not count towards continuous or reckonable service. Previous service with North Tees and Hartlepool NHS Foundation Trust will count as reckonable or continuous service.</p> <p>North Tees and Hartlepool Solutions have the discretion to take into account any period or periods of employment outside of the organisation for the purposes of recognising previous service, where this is judged to be relevant to their role.</p> <p>Reappointment of previous employees On returning to employment with North Tees and Hartlepool Solutions, a previous period or periods of service will be counted towards the employee's entitlement to annual leave.</p> <p>On returning to employment with North Tees and Hartlepool Solutions, a previous period or periods of service will be counted towards the employee's entitlement to sickness absence, where there has been a break or breaks in service of 12 months or less.</p>
9.	Maternity and Adoption Pay	<p>Eligible employees can take up to 52 weeks' maternity leave.</p> <p>The first 26 weeks is known as 'Ordinary Maternity Leave', the last 26 weeks as 'Additional Maternity Leave'.</p> <ul style="list-style-type: none"> • First 8 weeks

		<p>Full pay – this is SMP topped up with OMP to give the full, average salary.</p> <ul style="list-style-type: none"> • Next 18 weeks Half of full pay, plus SMP providing that this amount does not exceed full pay. • 26 weeks additional maternity leave 13 weeks paid at the lower rate of SMP and 13 weeks of which is unpaid.
10.	Shared Parental Leave	<p>Eligible employees are entitled to choose how they wish to share the care of their child during the first year of birth or adoption by applying for Shared Parental Leave (SPL).</p> <p>Where employees qualify for shared parental leave, they may be entitled to take up to 50 weeks leave during the child's first year in their family.</p> <p>Employees who qualify for shared parental leave will not always be entitled to Shared Parental Pay.</p> <p>Eligible employees may be entitled to take up to 37 weeks Shared Parental Pay, however the actual entitlement will depend upon the amount by which the mother/adopter reduces their maternity/adoption pay period or maternity allowance period.</p> <p>Shared Parental Pay may be payable during some or all of the shared parental leave period. The duration is dependent upon the length and timing of the leave.</p> <p>Any Shared Parental Pay due will be paid at the statutory rates as set by the Government for the relevant tax year.</p>
11.	Paternity Leave	<p>Eligible employees can take up to 2 weeks' paternity leave.</p> <p>This is paid at full pay; which is made up of Statutory Paternity Pay and topped up with Occupational Paternity Pay.</p>
12.	Redundancy	<p>Employees who are dismissed from the organisation by reason of redundancy may be entitled to a redundancy payment.</p>

		<p>The minimum qualifying period for redundancy pay is 104 weeks of continuous service with North Tees and Hartlepool Solutions, whole-time or part-time service. Excluding those staff whose service is protected under TUPE, previous NHS service does not count towards continuous or reckonable service.</p> <p>An employee who unreasonably refuses an offer of suitable alternative employment is not entitled to a redundancy payment.</p> <p>The redundancy payment will take the form of a lump sum, dependant on the employee's reckonable service, at the date of termination of employment. The lump sum will be calculated on the basis of one month's pay for each complete year of reckonable service, subject to a minimum of two years' continuous service and a maximum of 24 years reckonable service being counted.</p> <p>The payment is set at a lower limit of £23,000 with an upper limit of £80,000 for the whole time equivalent salary used to calculate a redundancy payment. No payments will exceed the amount of £160,000, pro rata.</p> <p>The following employment will not count as reckonable service:</p> <ul style="list-style-type: none"> • Employment that has been taken into account for the purposes of a previous redundancy; • Where the employee has previously been given pension benefits, any employment that has been taken into account for the purposes of those pension benefits.
13.	Working Hours	Full time hours are 37½ hours per week.
14.	Annual Leave	<p>Employees are entitled to annual leave based on their length of service.</p> <p>On appointment 27 days + 8 public holidays (7 weeks)</p> <p>After 5 years' service 29 days + 8 public holidays (7.4 weeks)</p>

		<p>After 10 years' service 33 days + 8 public holidays (8.2 weeks)</p> <p>Please refer to Section 8 of this document for recognition of previous service.</p>
15.	Absence	<p>Absence will be paid on the first day of absence, when all appropriate reporting procedures have been adhered to, in line with the Attendance Management policy.</p> <p>No enhancements will be paid to staff when they are absent due to sickness</p> <ul style="list-style-type: none"> • During first year of employment 1-month full pay 1 month half pay • During second year 2 months full pay 2 months half pay • During third year 3 months full pay 3 months half pay <p>Please refer to Section 8 of this document for recognition of previous service.</p> <p>Staff who have accrued Time Off in Lieu (TOIL) may request to take time owing as an alternative to sickness absence.</p>
16.	Mileage	<p>Mileage will be reimbursed in accordance with the agreed HMRC rates. Mileage in relation to journeys carried out for the sole purpose of undertaking an employee's core duties will be paid on agreement with their line manager. Every effort should be made to use alternative options, including virtual meetings, prior to undertaking travel to another site. It is recognised that in some instances, travel to other sites is unavoidable and appropriate payment will be made in line with HMRC rates at the time expenses are submitted. Travel expenses will be reimbursed within 3 month period.</p> <p>Any claims made after this time period will require authorisation by the Managing Director.</p>
17.	Subsistence Allowance	<p>Subsistence will be reimbursed in accordance with the agreed HMRC rates.</p>
18.	Time off for TU Activities	<p>North Tees and Hartlepool Solutions recognises the following trade unions for the purposes of collective bargaining:</p> <ul style="list-style-type: none"> • General, Municipal and Boilermakers Union (GMB) • Union of Construction, Allied Trades and Technicians (UCATT)

		<ul style="list-style-type: none"> • Unison • Unite <p>A separate recognition agreement will be drawn up with staff side representatives on or after 1 March 2018.</p>
19.	Working Time	<p>There is a limit of an average 48 hours a week on the hours a worker can be required to work, though individuals may choose to work longer by 'opting out'.</p> <ul style="list-style-type: none"> • A minimum requirement for 11 consecutive hours' rest in any 24-hour period; • A minimum of a 20 minute rest break if the working day is longer than six hours; • one day off each week, or 2 days in a fortnight; • Entitlement for night workers to receive regular health assessments. •
20.	Working Time Directive Payments	<p>All staff to be paid a 12.5% WTD payment in respect of the enhancements they have earned for that month. This is to compensate the employee for periods of annual leave, where enhancements are not earned.</p>
21.	Probationary Period	<p>New employees to North Tees and Hartlepool Solutions will initially be employed on a six month's probationary period.</p>
22.	Payment for Trainees	<p>For Trainees where the period of training lasts for between one and four years, pay will be adjusted as follows:</p> <ul style="list-style-type: none"> • Up to twelve months prior to completion of training: 75% of the pay band of the fully qualified rate. • More than one but less than two years prior to completion of training: 70% of the pay band of the fully qualified rate.

		<ul style="list-style-type: none"> • More than two but less than three years prior to completion of training: 65% of the pay band of the fully qualified rate. • More than three from completion of training: 60% of the pay band of the fully qualified rate. <p>In calculating the rate of pay for trainees, North Tees and Hartlepool Solutions will ensure that the applicable National Minimum Wage and National Living Wage requirements are met.</p>
23.	Special and Duty Leave	<p>Up to a maximum of 5 days special leave may be approved for full-time employees – reduced pro rata for part-time employees.</p> <p>To be granted at the discretion of the manager for the following circumstances:</p> <ul style="list-style-type: none"> • Domestic emergencies • Carer's Leave • Compassionate Leave • Hospital appointments <p>Employees should seek to make pre-arranged, non-urgent and regular attendance at doctor/dentist appointments or accompanying a dependent at such appointments outside their normal hours of work to minimise any disruption. However, where the employee has no influence over the appointment it should be recorded as either annual leave or flexi time/time owing.</p> <p>Types of Civic/Public Duties Leave</p> <p>Reserve and Cadet Forces Employees who are members of the reserve forces are entitled to one week's paid leave for attendance at annual camp.</p> <p>Jury Service Leave required in order to attend Jury Service will be paid as a salary advance on the understanding that loss of earnings provided by the Court are then reclaimed by the Trust on the employee's return to work.</p>

		<p>Court Attendance An employee must notify their manager immediately on receipt of notification of the need to attend court as a witness and provide supporting documentation along with their leave request. Leave for Court attendance will be paid if consent is given from the Head of Department or where the appearance is required under subpoena or witness summons.</p> <p>Magisterial Duties An employee serving as a Magistrate or Justice of the Peace will be granted leave without pay for the minimum number of sessions (26 half days) on which they are statutorily required to attend Court for the purposes of carrying out these duties.</p> <p>Managers/Supervisors should be notified in advance in writing of the employee's intention to become a magistrate and, where possible, individuals should submit their planned magisterial duties 'leave' list well in advance.</p> <p>Members of Public Authorities Employees can request time off work for certain public duties if they are:</p> <ul style="list-style-type: none"> • a local councillor or Mayor; • a school governor; • a member of a police authority; • a member of any statutory tribunal (e.g. an employment tribunal); • a member of the managing or governing body of an educational establishment; • a member of a health authority; • a member of the Environment Agency or the Scottish Environment Protection agency; • a member of the prison independent monitoring boards; <p>Leave for service on these committees will be granted without pay, at the discretion of the manager and subject to the needs of the service.</p>
24.	Pension Scheme	<p>NEST</p> <p>This is a Defined Contribution Scheme based upon basic hours of work, up to a maximum of 37½ hours per week, plus enhancements. Payment for hours worked above 37½ hours per week will not be eligible for pension contributions.</p>

		<p>Grade Bands B to H</p> <p>Contribution Employee 5%</p> <p>Contribution Employer 3%</p> <p>Employee contributions can be increased as desired.</p>
25.	Death in Service	<p>The newly introduced employee benefit scheme ‘Death in Service’.</p> <p>Staff are eligible to receive this new company benefit if you they are a North Tees and Hartlepool Solutions employee who:</p> <ul style="list-style-type: none"> - Holds a permanent employment contract; - Is under the age of 70 years, and; - Is not an active paying member of an NHS Pension scheme <p>In the unfortunate event of a staff member’s death, this company scheme endeavours to pay the chosen beneficiary / or beneficiaries of the employee, a tax-free lump sum of money. This benefit is not a replacement for life insurance, but may offer a loved one or loved ones some financial peace of mind by way of them receiving a pay out of three times your annual basic salary.</p> <p>All eligible staff are encouraged to complete an Expression of Wishes form, which allows them to nominate the person, or persons that they would like to receive this benefit.</p> <p>Staff can change their mind as many times as they need to, but ensuring the completion of a new, signed and dated Expression of Wishes document so that their information remains updated.</p> <p>In addition, to the above company benefit, eligible employees, and their immediate family, are entitled to some additional services, which run alongside this scheme.</p>

		<p>- Smart Health: With Smart Health, all insured employees and your immediate family, partner and children up to the age of 21, have unlimited access to a 24/7 virtual GP, mental health support, a health check, a nutritionist consultation, expert second medical opinions, and personalised online fitness programmes, from anywhere in the world.</p> <p>- Bereavement counselling and probate helpline: The bereavement counselling service is completely confidential and free for you and your immediate family to use. It includes unlimited access to a 24/7 bereavement helpline, as well as up to four face-to-face or telephone sessions with a qualified counsellor. The confidential probate helpline provide guidance on legal issues resulting from a recent bereavement.</p>
26.	Bank Holiday	On review of the payment rates of enhancements for unsocial hours offered on NTH Solutions terms and conditions, the review has agreed that all hours worked on a Bank Holiday will be paid at a rate of time plus 100%.
27.	Termination-Notice periods	<p>Bands B to D</p> <p>The period of notice for the termination of your employment will be 1 calendar month on either side until you have completed a period of continuous employment of four years. Thereafter, the minimum period of notice provided by the company will increase by one week for each additional year of continuous service up to a maximum of twelve years. The notice period will then remain at twelve weeks.</p> <p>Bands E to F</p> <p>The period of notice for the termination of your employment will be 2 calendar months on either side until you have completed a period of continuous employment of eight years. Thereafter, the minimum period of notice provided by the company will increase by one week for each additional year of continuous service up to a maximum of twelve years. The notice period will then remain at twelve weeks.</p> <p>Bands G and H</p> <p>The period of notice for the termination of your employment will be three calendar months, on either side. This will not prevent either party waiving the right of notice or from accepting payment in lieu of notice, nor does it affect the right of the company to terminate the contract without notice if you are in serious breach of these Terms and Conditions or in the case of gross misconduct, in accordance with the company's Disciplinary Policy.</p>