

**HUMAN RESOURCES DIRECTORATE
PAY AND EMPLOYMENT UNIT**



Department of
**Health, Social Services
and Public Safety**

An Roinn

**Sláinte, Seirbhísí Sóisialta
agus Sábháilteachta Poiblí**

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Dear Colleague

**PAY AND CONDITIONS OF SERVICE FOR HOSPITAL MEDICAL AND DENTAL
STAFF, DOCTORS IN PUBLIC HEALTH MEDICINE AND THE COMMUNITY
HEALTH SERVICE**

Summary

This pay circular notifies employers of changes in respect of maternity leave and pay arrangements, parental and carers leave provisions and flexible working arrangements from 1 April 2007 to the Hospital Medical and Dental Staff, Doctors in Public Health Medicine and the Community Health Service (NI) Terms and Conditions of Service and the Consultant Terms and Conditions of Service (NI) 2004.

Agreement

1. The NHS Staff Council has approved changes to the maternity, maternity support, adoption leave and pay arrangements, parental and carers leave and

¹ Health and Social Services Boards, HSC Trusts, the Central Services Agency (CSA) the Health Promotion Agency, the Northern Ireland Blood Transfusion Service Agency, the Northern Ireland Regional Medical Physics Agency, the Northern Ireland Guardian Ad Litem Agency, the Northern Ireland Practice & Education Council for Nursing and Midwifery & Health Visiting (NIPEC), Northern Ireland Social Care Council (NISCC), the Northern Ireland Medical and Dental Training Agency (NIMDTA) and the Northern Ireland Health Regulation and Improvement Authority.

flexible working arrangements to take account of the improvements to the statutory regulations introduced by the Work and Families (Northern Ireland) Order 2006 from April 2007.

2. Agreement has been reached to revise the maternity leave and pay arrangements laid down in Temporary Appendix VI of the Hospital Medical and Dental Staff and Doctors in Public Health Medicine and the Community Health Service (NI) Terms and Conditions of Service and Temporary Schedule 24 of the Consultant Terms and Conditions of Service (NI) 2004.
3. Agreement has also been reached to incorporate provisions relating to adoption leave and pay arrangements, parental and carers leave and flexible working arrangements into both TCS on a temporary basis.
4. The Joint Negotiating Committee (Seniors), Joint Negotiating Committee (Juniors) and the Staff and Associate Specialist Negotiating Committee have approved amendments, detailed in Annex A to this Circular, to the relevant TCS.

Effective date of changes

5. Employers should implement, and where necessary, retrospectively apply the new arrangements in full with effect from 1 April 2007.

Action

6. The revised arrangements apply:
 - In respect of maternity to all employees whose expected week of childbirth begins on or after 1 April 2007;
 - In respect of adoption where an adoption agency notifies the adopter of a match with a child on or after 1 April 2007.

Recommended Action

7. A High Court judgment in 2006 highlighted the need for NHS employers to take all reasonable steps to ensure that the effects of nationally negotiated collective agreements are incorporated into individual contracts of employment.
8. It is good practice that employers should:
 - write to individual medical and dental practitioners in order to notify them of the revisions to their TCS; and
 - place a copy of the notification on each individual's HR record.

Record of amendments

9. For ease of reference, all significant amendments made to the Hospital Medical and Dental Staff and Doctors in Public Health Medicine and the Community Health Service (NI) Terms and Conditions of Service and the Consultant Terms and Conditions of Service (NI) 2004 handbooks will normally be notified in the form of replacement pages attached to a circular. Revised material will be indicated by a vertical marginal line.
10. Ensure that amendments are made immediately they are received.

Enquiries

11. Employees should direct personal enquiries to their employer. Any enquiries that cannot be resolved locally should be directed to Pay and Employment Unit or by email to: p&e@dhsspsni.gov.uk.

Further copies

12. Copies of this circular can be obtained from the Department's website at www.dhsspsni.gov.uk/index/hrd/pay_and_employment.htm

Yours sincerely



DIANE TAYLOR
Deputy Director of Human Resources

DRAFT WITHOUT PREJUDICE

Changes to Terms and Conditions of Service

Doctors employed under Health and Personal Social Services Hospital Medical and Dental Staff and Doctors in Public Health Medicine and the Community Health Service (NI) Terms and Conditions of Service

Temporary Appendix VI – Maternity Leave and Pay

1. Agreement has been reached to revise the maternity leave and pay arrangements and these can be found in Temporary Appendix VI (i) of the TCS.

Temporary Appendices VIII, IX and X – Caring for Children and Adults, Flexible Working Arrangements and Balancing Work and Personal Life

2. Agreement has been reached to incorporate more favourable arrangements for Caring for Children and Adults **(VIII)**, Flexible Working Arrangements **(IX)** and Balancing Work and Personal Life **(X)**. These arrangements mirror those for non-medical HPSS staff. The arrangements were formerly based on parts of General Terms and Conditions of Service Section 7 agreements which have been superseded. They have been inserted on a temporary basis, pending further discussion.

**Doctors employed under the Consultant Terms and Conditions of Service (NI)
2004**

Temporary Schedule 24 – Maternity Leave and Pay

3. Agreement has been reached to revise the maternity leave and pay arrangements and these can be found in Temporary Schedule 24 of the TCS.

Temporary Schedules 26, 27 and 28 – Caring for Children and Adults, Flexible Working Arrangements and Balancing Work and Personal Life

4. Agreement has been reached to incorporate more favourable arrangements for Caring for Children and Adults (26), Flexible Working Arrangements (27) and Balancing Work and Personal Life (28). These arrangements mirror those for non-medical NHS staff. The arrangements were formerly based on parts of General Council Conditions of Service Section 7 which has been superseded. They have been inserted on a temporary basis, pending further discussion.

TEMPORARY APPENDIX VI

MATERNITY LEAVE AND PAY

Introduction

1. All employees will have the right to take 52 weeks of maternity leave
2. Paragraphs 7 to 54 of this Schedule set out the maternity leave and pay entitlements of HPSS employees under the HPSS contractual maternity leave scheme.
3. Paragraphs 55 to 59 give information about the position of staff who are not covered by this scheme because they do not have the necessary service or do not intend to return to HPSS employment.
4. Paragraphs 60 to 64 define the service that can be counted towards the twelve month continuous service qualification set out in paragraph 7 (i) below and which breaks in service may be disregarded for this purpose.
5. Paragraph 65 explains how to get further information about employees' statutory entitlements.
6. Where locally staff and employer representatives agree arrangements which provide benefits to staff, beyond those provided by this section, those local arrangements will apply.

Eligibility

7. An employee working full-time or part-time will be entitled to paid and unpaid maternity leave under the HPSS contractual maternity pay scheme if:
 - (i) she has twelve months continuous service (see paragraphs 60 to 64) with one or more HPSS employers at the beginning of the eleventh week before the expected week of childbirth;
 - (ii) she notifies her employer in writing before the end of the 15th week before the expected date of childbirth (or if this is not possible, as soon as is reasonably practicable thereafter):
 - (a) of her intention to take maternity leave;
 - (b) of the date she wishes to start her maternity leave – she can choose when to start her maternity leave – this can usually be any date from the beginning of the 11th week before the baby is born (but see paragraph 8 below);
 - (c) that she intends to return to work with the same or another HPSS employer for a minimum period of three months after her maternity leave has ended;
 - (d) and provides a MATB1 form from her midwife or GP giving the expected date of childbirth.

Changing the Maternity Leave Start Date

8. If the employee subsequently wants to change the date from which she wishes her leave to start she should notify her employer at least 28 days beforehand (or, if this is not possible, as soon as is reasonably practicable beforehand).

Confirming Maternity Leave and Pay

9. Following discussion with the employee, the employer should confirm in writing:
 - (i) the employee's paid and unpaid leave entitlements under this agreement (or statutory entitlements if the employee does not qualify under this agreement);
 - (ii) unless an earlier return date has been given by the employee, her expected return date based on her 52 weeks paid and unpaid leave entitlement under this agreement; and
 - (iii) the length of any period of accrued annual leave which it has been agreed may be taken following the end of the formal maternity leave period (see paragraphs 49 and 50 below);
 - (iv) the need for the employee to give at least 28 days notice if she wishes to return to work before the expected return date.

Keeping in Touch

10. Before going on leave, the employer and the employee should also discuss and agree any voluntary arrangements for keeping in touch during the employee's maternity leave including:
 - (i) any voluntary arrangements that the employee may find helpful to help her keep in touch with developments at work and, nearer the time of her return, to help facilitate her return to work;
 - (ii) keeping the employer in touch with any developments that may affect her intended date of return.

Work During the Maternity Leave Period

Keeping in Touch Days

11. To facilitate the process of Keeping in Touch Days (KIT days) it is important that the employer and employee have early discussion to plan and make arrangements for KIT days before the employee's maternity leave takes place.
12. To enable employees to take up the opportunity to work KIT days employers should consider the scope for reimbursement of reasonable childcare costs or the provision of childcare facilities.

13. KIT days are intended to facilitate a smooth return to work for women returning from maternity leave.
14. An employee may work for up to a maximum of 10 KIT days without bringing her maternity leave to an end. Any days of work will not extend the maternity leave period.
15. An employee may not work during the two weeks of compulsory maternity leave immediately after the birth of her baby.
16. The work can be consecutive or not and can include training or other activities which enable the employee to keep in touch with the workplace.
17. Any such work must be by agreement and neither the employer nor the employee can insist upon it.
18. The employee will be paid at their basic daily rate, for the hours worked less appropriate maternity leave payment for KIT days worked.
19. Working for part of any day will count as one KIT day.
20. Any employee who is breastfeeding must be risk assessed and facilities provided in accordance with paragraph 34.

Paid Maternity Leave

Amount of Pay

21. Where an employee intends to return to work the amount of contractual maternity pay receivable is as follows:
 - (i) for the first eight weeks of absence, the employee will receive full pay, less any Statutory Maternity Pay or Maternity Allowance (including any dependants' allowances) receivable;
 - (ii) for the next 18 weeks, the employee will receive half of full pay plus any Statutory Maternity Pay or Maternity Allowance (including any dependants' allowances) receivable, providing the total receivable does not exceed full pay.
 - (iii) for the next 13 weeks, the employee will receive any Statutory Maternity Pay or Maternity Allowance that they are entitled to under the statutory scheme.
22. By prior agreement with the employer occupational maternity pay may be paid in a different way, for example a combination of full pay and half pay or a fixed amount spread equally over the maternity leave period.

Calculation of Maternity Pay

23. Full pay will be calculated using the average weekly earnings rules used for calculating Statutory Maternity Pay entitlements, subject to the following qualifications:
 - (i) in the event of a pay award or annual increment being implemented before the paid maternity leave period begins, the maternity pay should be calculated as though the pay award or annual increment had effect throughout the entire

Statutory Maternity Pay calculation period. If such a pay award was agreed retrospectively, the maternity pay should be re-calculated on the same basis;

- (ii) in the event of a pay award or annual increment being implemented during the paid maternity leave period, the maternity pay due from the date of the pay award or annual increment should be increased accordingly. If such a pay award was agreed retrospectively, the maternity pay should be re-calculated on the same basis;
- (iii) in the case of an employee on unpaid sick absence or on sick absence attracting half pay during the whole or part of the period used for calculating average weekly earnings in accordance with the earnings rules for Statutory Maternity Pay purposes, average weekly earnings for the period of sick absence shall be calculated on the basis of notional full sick pay.

Unpaid Contractual Leave

24. Employees are also entitled to take a further 13 weeks as unpaid leave to bring the total of leave to 52 weeks. However, this may be extended by local agreement in exceptional circumstances for example, where employees have sick pre-term babies or multiple births.

Commencement and Duration of Leave

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

Sickness Prior to Childbirth

26. If an employee is off work ill, or becomes ill, with a pregnancy related illness during the last four weeks before the expected week of childbirth, maternity leave will normally commence at the beginning of the fourth week before the expected week of childbirth or the beginning of the next week after the employee last worked, whichever is the later. Absence prior to the last four weeks before the expected week of childbirth, supported by a medical statement of incapacity for work, or a self-certificate, shall be treated as sick leave in accordance with normal leave provisions.
27. Odd days of pregnancy related illness during this period may be disregarded if the employee wishes to continue working till the maternity leave start date previously notified to the employer.

Pre-term Birth

28. Where an employee's baby is born alive prematurely the employee will be entitled to the same amount of maternity leave and pay as if her baby was born at full term.
29. Where an employee's baby is born before the eleventh week before the expected week of childbirth and the employee has worked during the actual week of childbirth, maternity leave will start on the first day of the employee's absence.

30. Where an employee's baby is born before the eleventh week before the expected week of childbirth and the employee has been absent from work on certified sickness absence during the actual week of childbirth, maternity leave will start the day after the day of birth.
31. Where an employee's baby is born before the eleventh week before the expected week of childbirth and the baby is in hospital the employee may spilt her maternity leave entitlement, taking a minimum period of two weeks' leave immediately after childbirth and the rest of her leave following her baby's discharge from hospital.

Still Birth

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

Miscarriage

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

Health and Safety of Employees Pre and Post Birth

34. Where an employee is pregnant, has recently given birth or is breastfeeding, the employer must carry out a risk assessment of her working conditions. If it is found, or a medical practitioner considers, that an employee or her child would be at risk were she to continue with her normal duties the employer should provide suitable alternative work for which the employee will receive her normal rate of pay. Where it is not reasonably practicable to offer suitable alternative work the employee should be suspended on full pay.
35. These provisions also apply to an employee who is breastfeeding if it is found that her normal duties would prevent her from successfully breastfeeding her child.

Return to Work

36. An employee who intends to return to work at the end of her full maternity leave will not be required to give any further notification to the employer, although if she wishes to return early she must give at least 28 days' notice.
37. An employee has the right to return to her job under her original contract and on no less favourable terms and conditions.

Returning on Flexible Working Arrangements

38. If at the end of maternity leave the employee wishes to return to work on different hours the HPSS employer has a duty to facilitate this wherever possible, with the employee returning to work on different hours in the same job. If this is not possible the employer must provide written, objectively justifiable reasons for this and the employee should return to the same grade and work of a similar nature and status to that which they held prior to their maternity absence.

39. If it is agreed that the employee will return to work on a flexible basis, including changed or reduced hours, for an agreed temporary period this will not affect the employee's right to return to her job under her original contract at the end of the agreed period.

Sickness Following the End of Maternity Leave

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

Failure to Return to Work

41. If an employee who has notified her employer of her intention to return to work for the same or a different HPSS employer in accordance with paragraph 7 (ii) (c) above fails to do so within 15 months of the beginning of her maternity leave she will be liable to refund the whole of her maternity pay, less any Statutory Maternity Pay, received. In cases where the employer considers that to enforce this provision would cause undue hardship or distress the employer will have the discretion to waive their rights to recovery.

Miscellaneous Provisions

Fixed – Term Contracts or Training Contracts

42. Employees subject to fixed-term or training contracts which expire after the eleventh week before the expected week of childbirth and who satisfy the conditions in paragraphs 7 (i), 7 (ii) (a), 7 (ii) (b) and 7 (ii) (d) shall have their contracts extended so as to allow them to receive the 52 weeks which includes paid contractual and statutory maternity pay and the remaining 13 weeks of unpaid maternity leave.
43. Absence on maternity leave (paid and unpaid) up to 52 weeks before a further HPSS appointment shall not constitute a break in service.
44. If there is no right of return to be exercised because the contract would have ended if pregnancy and childbirth had not occurred the repayment provisions set out in paragraph 41 above will not apply.
45. Employees on fixed-term contracts who do not meet the twelve months continuous service condition set out in paragraph 7 (i) above may still be entitled to Statutory Maternity Pay.

Rotational Training Contracts

46. Where an employee is on a planned rotation of appointments with one or more HPSS employers as part of an agreed programme of training, she shall have the right to return to work in the same post or in the next planned post irrespective of whether the contract would otherwise have ended if pregnancy and childbirth had not occurred. In such circumstances the employee's contract will be extended to enable the practitioner to complete the agreed programme of training.

Contractual rights

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

Increments

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

Accrual of Annual Leave

49. Annual leave will continue to accrue during maternity leave, whether paid or unpaid, provided for by this agreement.
50. Where the amount of accrued annual leave would exceed normal carry over provisions, it may be mutually beneficial to both the employer and employee for the employee to take annual leave before and/or after the formal (paid and unpaid) maternity leave period. The amount of annual leave to be taken in this way, or carried over, should be discussed and agreed between the employee and employer. Payment in lieu may be considered as an option where accrual of annual leave exceeds normal carry over provisions.

Pensions

51. Pension rights and contributions shall be dealt with in accordance with the provisions of the HPSS Superannuation Regulations.

Antenatal Care

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

Post-natal Care and Breastfeeding Mothers

53. Women who have recently given birth should have paid time off for post-natal care e.g. attendance at health clinics.
54. Employers are required to undertake a risk assessment and to provide breastfeeding women with suitable private rest facilities. The Health and Safety Executive Guidance recommends that employers provide:
- a clean, healthy and safe environment for women who are breastfeeding,
 - suitable access to a private room to express and store milk in an appropriate refrigerator.

Employers are reminded that they should consider requests for flexible working arrangements to support breastfeeding women at work.

Employees Not Returning to HPSS Employment

55. An employee who satisfies the conditions in paragraph 7, except that she does not intend to work with the same or another HPSS employer for a minimum period of three months after her maternity leave is ended, will be entitled to pay equivalent to Statutory Maternity Pay, which is

paid at 90% of her average weekly earnings for the first six weeks of her maternity leave and to a flat rate sum for the following 33 weeks.

Employees With Less Than Twelve Months Continuous Service

56. If an employee does not satisfy the conditions in paragraph 7 for occupational maternity pay she may be entitled to Statutory Maternity Pay. Statutory Maternity Pay will be paid regardless of whether she satisfies the conditions in paragraph 7.
57. If her earnings are too low for her to qualify for Statutory Maternity Pay, or she does not qualify for another reason, she should be advised to claim Maternity Allowance from her local Job Centre or Social Security office.
58. All employees will have a right to take 52 weeks of maternity leave whether they return to HPSS Employment or not.
59. Paragraph 65 contains further information on statutory maternity entitlements.

Continuous Service

60. For the purposes of calculating whether the employee meets the twelve months continuous service with one or more HPSS employers qualification set out in paragraph 7 (i) the following provisions shall apply:
 - (i) HPSS employers includes HSS Boards, HSC Trusts and Special Agencies and employment in the NHS;
 - (ii) a break in service of three months or less will be disregarded (though not count as service).
61. The following breaks in service will also be disregarded (though not count as service);
 - (i) employment under the terms of an honorary contract;
 - (ii) employment as a locum with a general practitioner for a period not exceeding twelve months;
 - (iii) a period of up to twelve months spent abroad as part of a definite programme of postgraduate training on the advice of the Postgraduate Dean or College or Faculty Advisor in the speciality concerned;
 - (iv) a period of voluntary service overseas with a recognised international relief organisation for a period of twelve months which may exceptionally be extended for twelve months at the discretion of the employer which recruits the employee on her return;
 - (v) absence on a employment break scheme in accordance with the provisions of Appendix VII;
 - (vi) absence on maternity leave (paid or unpaid) as provided for under this agreement.

62. Employers may at their discretion extend the period specified in paragraphs 60 (ii) and 61.
63. Employment as a trainee with a General Medical Practitioner in accordance with the provisions of the Trainee Practitioner Scheme shall similarly be disregarded and count as service.
64. Employers have the discretion to count other previous HPSS/NHS service or service with other employers.

Information about Statutory Maternity/Adoption and Paternity Maternity Leave and Pay

65. There are occasions when employees are entitled to other statutory benefits/allowances and information about all statutory maternity/adoption and paternity rights can be found using the following links:

<http://www.dti.gov.uk/employment/workandfamilies/maternity-leave-pay/guidance/page21116.html>

http://www.dwp.gov.uk/lifeevent/benefits/statutory_maternity_pay.asp

http://jobcentreplus.gov.uk/JCP/Customers/WorkingAgeBenefits/Dev_008115.xml.html

Information about Health and Safety for new and expectant mothers at work can be found using the following link:-

www.hse.gov.uk

TEMPORARY APPENDIX VII

EMPLOYMENT BREAK SCHEME

General

1. HPSS employers should provide all staff with access to an employment break scheme.
2. The scheme should be agreed between employers and local staff representatives.
3. The scheme should be viewed with others, particularly those relating to flexible working, balancing work and personal life, and provisions for carers, as part of the commitment to arrangements which enable employees to balance paid work with their other commitments and responsibilities.
4. The scheme should also enable employers to attract and retain the experience of staff consistent with the HPSS commitment to the provision of high quality healthcare.
5. The scheme should provide for people to take a longer period away from work than that provided for by the parental leave and other leave arrangements.

Scope

6. The scheme should explicitly cover the main reasons for which employment breaks can be used, including childcare, eldercare, care for another dependant, training, study leave or work abroad. It should also indicate that other reasons will be considered on their merits.
7. People on employment breaks will not normally be allowed to take up paid employment with another employer except where, for example, work overseas or charitable work could broaden experience. In such circumstances written authority from the employer would be necessary.

Eligibility

8. The employment break scheme should normally be open to all employees who have a minimum of twelve months' service.
9. Applications should be submitted in writing and notice periods should be clearly stated in an agreement between the employee and employer.

Length of Break

10. The maximum length of break should be five years.
11. Breaks should be able to be taken either as a single period or as more than one period.
12. The minimum length of break should be three months.
13. The length of any break should balance the needs of the applicant with the needs of the service.
14. The scheme should have provision for breaks to be extended with appropriate notice, or for early return from breaks.

15. All breaks should be subject to an agreement between the employer and applicant before the break begins. The agreement should cover:
- the effect of the break on various entitlements related to length of service;
 - a guarantee that, if the applicant returns to work within one year, the same job will be available, as far as is reasonably practicable;
 - if the break is longer than one year, the applicant may return to as similar a job as possible;
 - return to work at the equivalent salary level, reflecting increases awarded during the break;
 - the notice period required before the return to work should be two months if the break is less than a year and six months if the break is more than a year;
 - arrangements for keeping in touch during the break;
 - requirements on the applicant to keep up to date with their relevant professional registration needs, including attendance at specified training courses and conferences, and any assistance the employer may give in the support of this;
 - training arrangements for re-induction to work;
 - any other conditions required either by the employer or the applicant.

Return to Work

16. Applicants should not have to resign to take an employment break, although there will be a change to the contract of employment.
17. The period of the break should count toward continuous employment for statutory purposes.
18. Other provisions depending upon length of service, i.e. pensions, contractual redundancy payments, leave entitlements etc, should be suspended for the period of the break.

Appeals

19. Applicants should be entitled to a written reason for the refusal of any application.
20. Applicants may resort to the grievance procedure if a request for a break is refused.

Monitoring and Review

21. All records of applications and decisions should be kept for a minimum of twelve months.
22. The operation of the scheme should be monitored annually by employers in partnership with local staff representatives.

TEMPORARY APPENDIX VIII

CARING FOR CHILDREN AND ADULTS

General

1. All HPSS employers must have a carer's policy to address the needs of people with caring responsibilities and to meet the requirements of the "right to request" flexible working legislation for carers of children and dependant adults (see Employment Relations (NI) Order 1999 for definition of "carer"). This policy should emphasise the benefits of employment breaks, flexible working arrangements and balancing work and personal life as set out in Temporary Appendices VII, IX and X.
2. The policy should seek to balance the requirements of delivering a first class service with the needs of employees, to find the most effective means of supporting those with carer responsibilities as part of a wider commitment by the HPSS to improve the quality of working life.
3. Many of the policies related to child and dependant care will have relevance to other forms of care. For example the planning process for checking out what would help eligibility criteria and ensuring equality of access. These should be considered when drawing up a carers policy.

Child and Dependant Care

4. Childcare covers a range of care choices for children from birth up to age 14 years.
5. Dependant care covers a range of options to meet the needs of dependant adults, where an employee is involved in substantial and regular care sufficient for them to seek a change in their permanent contract of employment.
6. The policy should be drawn up jointly between employers and local staff side representatives. This should cover:
 - the child and dependant care needs of people relative to matters such as place of work, working patterns (including shift patterns) and hours worked;
 - policy on child and dependant care support particularly related to specific difficulties in recruiting and retaining people in certain job categories;
 - equality of access to child and dependant care and affordability, respecting the diversity of personal domestic circumstances;
 - guidelines on eligibility;
 - how the policy relates to other Appendices, in particular those covering leave and flexible working arrangements;
 - the range of options open to carers, i.e. crèche facilities, childminders, workplace nurseries, allowances, school and holiday play schemes, term-time contracts etc. The policy should be clear as to why certain options are available;
 - partnership options with other employers and trade unions;

- allocation of senior management responsibility for the operation and monitoring of the policy
7. Where a decision is taken not to offer particular forms of childcare, the policy should indicate where other arrangements are available to support people with childcare responsibilities, and what alternative ways of working exist.
 8. Applications and outcomes should be monitored annually, in partnership with local staff representatives.
 9. Monitoring ensure their continuing effectiveness.
 10. Applications and outcomes, from both employer and employees should be recorded and kept for a minimum of one year.

TEMPORARY APPENDIX IX

FLEXIBLE WORKING ARRANGEMENTS

General

1. HPSS employers in partnership with staff organisations will develop positive flexible working arrangements which allow people to balance work responsibilities with other aspects of their lives.
2. Employers are required to consider flexible working options as part of their duty to make reasonable adjustments for disabled staff and job applicants under the Disability Discrimination (NI) Order 2006, and staff returning from maternity leave (see Appendix VI).
3. New working arrangements should only be introduced by mutual agreement, whether sought by the employee or the employer.
4. Flexible working should be part of an integrated approach to the organisation of work and the healthy work/life balance of staff.
5. Policies for flexible working should be made clear to all employees.
6. Employers should develop policies on flexible working which, as far as is practicable, should include:
 - part-time working, where a person works to a pattern and number of hours by mutual agreement;
 - job sharing, where two or more people share the responsibilities of one or more full-time job(s), dividing the hours, duties and pay between them;
 - flexi-time, where employees can choose their own start and finish time around fixed core hours;
 - annual hours contracts, where people work a specific number of hours each year, with the hours being unevenly distributed throughout the year;
 - flexible rostering, using periods of work of differing lengths within an agreed overall period;
 - term-time working, where people work during the school term but not during school holidays;
 - school-time contracts;
 - teleworking, where people work from home for all or part of their hours with a computer or telecommunication link to their organisation;
 - voluntary reduced working time, where people work reduced hours by agreement at a reduced salary;
 - fixed work patterns, where, by agreement, days off can be irregular to enable, for example, access by separated parents to their children and flexible rostering;

- Flexible retirement
7. Flexible working arrangements should be available to all employees.
 8. All jobs should be considered for flexible working. If this is not possible the employer must provide written, objectively justifiable reasons for this and give a clear, demonstrable operational reason why this is not practicable.
 9. There should be a clear procedure for application for flexible working, agreed by employers and local staff representatives.
 10. All people with flexible working arrangements should have access to standard terms and conditions of employment, on an equal or pro-rata basis, unless different treatment can be justified for operational reasons.

Monitoring and Review

11. Applications and outcomes should be monitored annually, in partnership with local staff representatives.
12. Monitoring information should be analysed and used to review and revise policies and procedures to ensure their continuing effectiveness.
13. Applications and outcomes, from both employer and employees, should be recorded and kept for a minimum of one year.

TEMPORARY APPENDIX X

BALANCING WORK AND PERSONAL LIFE

General

1. HPSS employers should provide employees with access to leave arrangements which support them in balancing their work responsibilities with their personal commitments.
2. Leave arrangements should be part of an integrated policy of efficient and employee friendly employment practices, and this Schedule should be seen as operating in conjunction with other provisions particularly the Employment Break Scheme, Flexible Working Arrangements and the Caring for Children and Adults Appendices.
3. Arrangements should be agreed between employers and local staff representatives.
4. A dependant is someone who is married to, or is a partner or civil partner, "a near relative" or someone who lives at the same address as the employee. A relative for this purpose includes: parents, parents-in-law, adult children, adopted adult children, siblings (including those who are in-laws), uncles, aunts, grandparents and step relatives or is someone who relies on the employee in a particular emergency.

FORMS OF LEAVE

Parental Leave

5. This should be a separate provision from either maternity or maternity support leave and should provide an untransferable individual right to at least 13 weeks' leave (18 weeks if child is disabled). Leave is normally unpaid, but may be paid by local agreement.
6. Parental leave should be applicable to any employee in the HPSS who has nominated caring responsibility for a child under age 14 (18 in cases of adoption or disabled children).
7. Leave arrangements need to be as flexible as possible, so that the leave may be taken in a variety of ways by local agreement. Parental leave can be added to periods of maternity support or maternity leave.
8. Notice periods should not be unnecessarily lengthy and should reflect the period of leave required. Employers should only postpone leave in exceptional circumstances and give written reasons. Employees may also postpone or cancel leave that has been booked with local agreement.
9. During parental leave the employee retains all of his or her contractual rights, except remuneration and should return to the same job after it. Pension rights and contributions shall be dealt with in accordance with HPSS Superannuation Scheme. Periods of parental leave should be regarded as continuous service.
10. It is good practice for employers to maintain contact (within agreed protocols) with employees while they are on parental leave.

Maternity Support (Paternity) Leave and Pay and Ante-Natal Leave

11. This will apply to biological and adoptive fathers, nominated carers and same sex partners.

12. There will be an entitlement to two weeks' occupational maternity support pay. Full pay will be calculated on the basis of the average weekly earnings rules used for calculating occupational maternity pay entitlements. The employee will receive full pay less any statutory paternity pay receivable. Only one period of occupational paternity pay is ordinarily available when there is a multiple birth. However, HPSS organisations have scope for agreeing locally more favourable arrangements where they consider it necessary, or further periods of unpaid leave.
13. Eligibility for occupational paid maternity support pay will be twelve months' continuous service with one or more HPSS employers at the beginning of the week in which the baby is due. More favourable local arrangements may be agreed with staff representatives and/or may be already in place.
14. Local arrangements should specify the period during which leave can be taken and whether it must be taken in a continuous block or may be split up over a specific period.
15. An employee must give his or her employer a completed form SC3 "Becoming a Parent" at least 28 days before they want leave to start. The employer should accept later notification if there is good reason.
16. Reasonable paid time off to attend ante-natal classes will also be given.
17. All employees are entitled to two weeks maternity support leave. Employees who are not eligible for occupational maternity support pay may still be entitled to Statutory Paternity Pay (SPP) subject to the qualifying conditions. The rate of SPP is the same as for Statutory Maternity Pay (SMP).

Adoption Leave and Pay

18. All employees are entitled to take 52 weeks adoption leave.
19. There will be entitlement to paid occupational adoption leave for employees wishing to adopt a child who is newly placed for adoption.
20. It will be available to people wishing to adopt a child who has primary carer responsibilities for that child.
21. Where the child is below the age of 18 adoption leave and pay will be in line with the maternity leave and pay provisions as set out in this agreement.
22. Eligibility for occupational adoption pay will be twelve months' continuous HPSS service ending with the week in which they are notified of being matched with the child for adoption. This will cover the circumstances where employees are newly matched with the child by an adoption agency.
23. If there is an established relationship with the child, such as fostering prior to the adoption, or when a step-parent is adopting a partner's children there is scope for local arrangements on the amount of leave and pay in addition to time off for official meetings.
24. If the same employer employs both parents the period of leave and pay may be shared. One parent should be identified as the primary carer and be entitled to the majority of the leave. The partner of the primary carer is entitled to occupational paternity leave and pay.
25. Reasonable time off to attend official meetings in the adoption process should also be given.

26. Employees who are not eligible for occupational adoption pay, may still be entitled to Statutory Adoption Pay (SAP) subject to the qualifying conditions. The rate of SAP is the same as for Statutory Maternity Pay.

Keeping in Touch

Work during the Adoption Leave Period

Keeping in Touch Days

27. Employees will be entitled to Keep in Touch Days (KIT) in line with the maternity leave and pay provisions as set out in Appendix VI.

Leave/Time Off for Domestic Reasons

28. This form of leave should cover a range of needs, from genuine domestic emergencies through to bereavement.
29. These provisions should cover all employees.
30. Payment may be made by local agreement, but the expectation is that relatively short periods of leave for emergencies will be paid.
31. If the need for time off continues, other options may be considered, such as a career break.
32. Applicants for the above forms of leave should be entitled to a written explanation if the application is declined.
33. Appeals against decisions to decline an application for leave should be made through the Grievance Procedure.

Monitoring and Review

34. All applications and outcomes should be recorded, and each leave provision should be annually reviewed by employers in partnership with local staff representatives.
35. Applications and outcomes should be monitored annually, in partnership with local staff representatives.
36. Monitoring information should be analysed and used to review and revise policies and procedures to ensure their continuing effectiveness.
37. Applications and outcomes, from both employer and employees should be recorded and kept for a minimum of one year.

SCHEDULE 24

Maternity leave and pay (temporary schedule)

Introduction

1. All employees will have the right to take 52 weeks of maternity leave.
2. Paragraphs 7 to 54 of this Schedule set out the maternity leave and pay entitlements of HPSS employees under the HPSS contractual maternity leave scheme.
3. Paragraphs 55 to 59 give information about the position of staff who are not covered by this scheme because they do not have the necessary service or do not intend to return to HPSS employment.
4. Paragraphs 60 to 64 define the service that can be counted towards the twelve month continuous service qualification set out in paragraph 7 (i) below and which breaks in service may be disregarded for this purpose.
5. Paragraph 65 explains how to get further information about employees' statutory entitlements.
6. Where locally staff and employer representatives agree arrangements which provide benefits to staff, beyond those provided by this section, those local arrangements will apply.

Eligibility

7. An employee working full-time or part-time will be entitled to paid and unpaid maternity leave under the HPSS contractual maternity pay scheme if:
 - (i) she has twelve months continuous service (see paragraphs 60 to 64) with one or more HPSS employers at the beginning of the eleventh week before the expected week of childbirth;
 - (ii) she notifies her employer in writing before the end of the 15th week before the expected date of childbirth (or if this is not possible, as soon as is reasonably practicable thereafter):
 - (a) of her intention to take maternity leave;
 - (b) of the date she wishes to start her maternity leave – she can choose when to start her maternity leave – this can usually be any date from the 68 beginning of the 11th week before the baby is born (but see paragraph 8 below);
 - (c) that she intends to return to work with the same or another HPSS employer for a minimum period of three months after her maternity leave has ended;
 - (d) and provides a MATB1 form from her midwife or GP giving the expected date of childbirth.

Changing the Maternity Leave Start Date

8. If the employee subsequently wants to change the date from which she wishes her leave to start she should notify her employer at least 28 days beforehand (or, if this is not possible, as soon as is reasonably practicable beforehand).

Confirming Maternity Leave and Pay

9. Following discussion with the employee, the employer should confirm in writing:
 - (i) the employee's paid and unpaid leave entitlements under this agreement (or statutory entitlements if the employee does not qualify under this agreement);
 - (ii) unless an earlier return date has been given by the employee, her expected return date based on her 52 weeks paid and unpaid leave entitlement under this agreement; and
 - (iii) the length of any period of accrued annual leave which it has been agreed may be taken following the end of the formal maternity leave period (see paragraphs 49 and 50 below);
 - (iv) the need for the employee to give at least 28 days notice if she wishes to return to work before the expected return date.

Keeping in Touch

10. Before going on leave, the employer and the employee should also discuss and agree any voluntary arrangements for keeping in touch during the employee's maternity leave including:
 - (i) any voluntary arrangements that the employee may find helpful to help her keep in touch with developments at work and, nearer the time of her return, to help facilitate her return to work;
 - (ii) keeping the employer in touch with any developments that may affect her intended date of return.

Work During the Maternity Leave Period

Keeping in Touch Days

11. To facilitate the process of Keeping in Touch Days (KIT days) it is important that the employer and employee have early discussion to plan and make arrangements for KIT days before the employee's maternity leave takes place.
12. To enable employees to take up the opportunity to work KIT days employers should consider the scope for reimbursement of reasonable childcare costs or the provision of childcare facilities.
13. KIT days are intended to facilitate a smooth return to work for women returning from maternity leave.

14. An employee may work for up to a maximum of 10 KIT days without bringing her maternity leave to an end. Any days of work will not extend the maternity leave period.
15. An employee may not work during the two weeks of compulsory maternity leave immediately after the birth of her baby.
16. The work can be consecutive or not and can include training or other activities which enable the employee to keep in touch with the workplace.
17. Any such work must be by agreement and neither the employer nor the employee can insist upon it.
18. The employee will be paid at their basic daily rate, for the hours worked less appropriate maternity leave payment for KIT days worked.
19. Working for part of any day will count as one KIT day.
20. Any employee who is breastfeeding must be risk assessed and facilities provided in accordance with paragraph 34.

Paid Maternity Leave

Amount of Pay

21. Where an employee intends to return to work the amount of contractual maternity pay receivable is as follows:
 - (i) for the first eight weeks of absence, the employee will receive full pay, less any Statutory Maternity Pay or Maternity Allowance (including any dependants' allowances) receivable;
 - (ii) for the next 18 weeks, the employee will receive half of full pay plus any Statutory Maternity Pay or Maternity Allowance (including any dependants' allowances) receivable, providing the total receivable does not exceed full pay.
 - (iii) for the next 13 weeks, the employee will receive any Statutory Maternity Pay or Maternity Allowance that they are entitled to under the statutory scheme.
22. By prior agreement with the employer occupational maternity pay may be paid in a different way, for example a combination of full pay and half pay or a fixed amount spread equally over the maternity leave period.

Calculation of Maternity Pay

23. Full pay will be calculated using the average weekly earnings rules used for calculating Statutory Maternity Pay entitlements, subject to the following qualifications:
 - (i) in the event of a pay award or annual increment being implemented before the paid maternity leave period begins, the maternity pay should be calculated as though the pay award or annual increment had effect throughout the entire Statutory Maternity Pay calculation period. If such a pay award was agreed retrospectively, the maternity pay should be re-calculated on the same basis;

- (ii) in the event of a pay award or annual increment being implemented during the paid maternity leave period, the maternity pay due from the date of the pay award or annual increment should be increased accordingly. If such a pay award was agreed retrospectively, the maternity pay should be re-calculated on the same basis;
- (iii) in the case of an employee on unpaid sick absence or on sick absence attracting half pay during the whole or part of the period used for calculating average weekly earnings in accordance with the earnings rules for Statutory Maternity Pay purposes, average weekly earnings for the period of sick absence shall be calculated on the basis of notional full sick pay.

Unpaid Contractual Leave

24. Employees are also entitled to take a further 13 weeks as unpaid leave to bring the total of leave to 52 weeks. However, this may be extended by local agreement in exceptional circumstances for example, where employees have sick pre-term babies or multiple births.

Commencement and Duration of Leave

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

Sickness Prior to Childbirth

26. If an employee is off work ill, or becomes ill, with a pregnancy related illness during the last four weeks before the expected week of childbirth, maternity leave will normally commence at the beginning of the fourth week before the expected week of childbirth or the beginning of the next week after the employee last worked, whichever is the later. Absence prior to the last four weeks before the expected week of childbirth, supported by a medical statement of incapacity for work, or a self-certificate, shall be treated as sick leave in accordance with normal leave provisions.
27. Odd days of pregnancy related illness during this period may be disregarded if the employee wishes to continue working till the maternity leave start date previously notified to the employer.

Pre-term Birth

28. Where an employee's baby is born alive prematurely the employee will be entitled to the same amount of maternity leave and pay as if her baby was born at full term.
29. Where an employee's baby is born before the eleventh week before the expected week of childbirth and the employee has worked during the actual week of childbirth, maternity leave will start on the first day of the employee's absence.
30. Where an employee's baby is born before the eleventh week before the expected week of childbirth and the employee has been absent from work on certified sickness absence during the actual week of childbirth, maternity leave will start the day after the day of birth.

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

Still Birth

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

Miscarriage

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

Health and Safety of Employees Pre and Post Birth

34. Where an employee is pregnant, has recently given birth or is breastfeeding, the employer must carry out a risk assessment of her working conditions. If it is found, or a medical practitioner considers, that an employee or her child would be at risk were she to continue with her normal duties the employer should provide suitable alternative work for which the employee will receive her normal rate of pay. Where it is not reasonably practicable to offer suitable alternative work the employee should be suspended on full pay.
35. These provisions also apply to an employee who is breastfeeding if it is found that her normal duties would prevent her from successfully breastfeeding her child.

Return to Work

36. An employee who intends to return to work at the end of her full maternity leave will not be required to give any further notification to the employer, although if she wishes to return early she must give at least 28 days' notice.
37. An employee has the right to return to her job under her original contract and on no less favourable terms and conditions.

Returning on Flexible Working Arrangements

38. If at the end of maternity leave the employee wishes to return to work on different hours the HPSS employer has a duty to facilitate this wherever possible, with the employee returning to work on different hours in the same job. If this is not possible the employer must provide written, objectively justifiable reasons for this and the employee should return to the same grade and work of a similar nature and status to that which they held prior to their maternity absence.
39. If it is agreed that the employee will return to work on a flexible basis, including changed or reduced hours, for an agreed temporary period this will not affect the employee's right to return to her job under her original contract at the end of the agreed period.

Sickness Following the End of Maternity Leave

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

Failure to Return to Work

41. If an employee who has notified her employer of her intention to return to work for the same or a different HPSS employer in accordance with paragraph 7 (ii) (c) above fails to do so within 15 months of the beginning of her maternity leave she will be liable to refund the whole of her maternity pay, less any Statutory Maternity Pay, received. In cases where the employer considers that to enforce this provision would cause undue hardship or distress the employer will have the discretion to waive their rights to recovery.

Miscellaneous Provisions

Fixed – Term Contracts

42. Employees subject to fixed-term contracts which expire after the eleventh week before the expected week of childbirth and who satisfy the conditions in paragraphs 7 (i), 7 (ii)(a), 7 (ii)(b) and 7 (ii) (d) shall have their contracts extended so as to allow them to receive the 52 weeks which includes paid contractual and statutory maternity pay and the remaining 13 weeks of unpaid maternity leave.
43. Absence on maternity leave (paid and unpaid) up to 52 weeks before a further HPSS appointment shall not constitute a break in service.
44. If there is no right of return to be exercised because the contract would have ended if pregnancy and childbirth had not occurred the repayment provisions set out in paragraph 41 above will not apply.
45. Employees on fixed-term contracts who do not meet the twelve months continuous service condition set out in paragraph 7 (i) above may still be entitled to Statutory Maternity Pay.
46. Unallocated

Contractual rights

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

Increments

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

Accrual of Annual Leave

49. Annual leave will continue to accrue during maternity leave, whether paid or unpaid, provided for by this agreement.

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

Pensions

51. Pension rights and contributions shall be dealt with in accordance with the provisions of the HPSS Superannuation Regulations.

Antenatal Care

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

Post-natal Care and Breastfeeding Mothers

53. Women who have recently given birth should have paid time off for post-natal care e.g. attendance at health clinics.
54. Employers are required to undertake a risk assessment and to provide breastfeeding women with suitable private rest facilities. The Health and Safety Executive Guidance recommends that employers provide:
- o a clean, healthy and safe environment for women who are breastfeeding,
 - o suitable access to a private room to express and store milk in an appropriate refrigerator.

Employers are reminded that they should consider requests for flexible working arrangements to support breastfeeding women at work.

Employees Not Returning to HPSS Employment

55. An employee who satisfies the conditions in paragraph 7, except that she does not intend to work with the same or another HPSS employer for a minimum period of three months after her maternity leave is ended, will be entitled to pay equivalent to Statutory Maternity Pay, which is paid at 90% of her average weekly earnings for the first six weeks of her maternity leave and to a flat rate sum for the following 33 weeks.

Employees With Less Than Twelve Months Continuous Service

56. If an employee does not satisfy the conditions in paragraph 7 for occupational maternity pay she may be entitled to Statutory Maternity Pay. Statutory Maternity Pay will be paid regardless of whether she satisfies the conditions in paragraph 7.
57. If her earnings are too low for her to qualify for Statutory Maternity Pay, or she does not qualify for another reason, she should be advised to claim Maternity Allowance from her local Job Centre or Social Security Office.

58. All employees will have a right to take 52 weeks of maternity leave whether they return to HPSS Employment or not.

59. Paragraph 65 contains further information on statutory maternity entitlements.

Continuous Service

60. For the purposes of calculating whether the employee meets the twelve months continuous service with one or more HPSS employers qualification set out in paragraph 7 (i) the following provisions shall apply:

- (i) HPSS employers include HSS Boards, HSC Trusts, Special Agencies and employment in the NHS;
- (ii) a break in service of three months or less will be disregarded (though not count as service).

61. The following breaks in service will also be disregarded (though not count as service);

- (i) employment under the terms of an honorary contract;
- (ii) employment as a locum with a general practitioner for a period not exceeding twelve months;
- (iii) a period of up to twelve months spent abroad as part of a definite programme of postgraduate training on the advice of the Postgraduate Dean or College or Faculty Advisor in the speciality concerned;
- (iv) a period of voluntary service overseas with a recognised international relief organisation for a period of twelve months which may exceptionally be extended for twelve months at the discretion of the employer which recruits the employee on her return;
- (v) absence on a employment break scheme in accordance with the provisions of Schedule 25;
- (vi) absence on maternity leave (paid or unpaid) as provided for under this agreement.

62. Employers may at their discretion extend the period specified in paragraphs 60 (ii) and 61.

63. Employment as a trainee with a General Medical Practitioner in accordance with the provisions of the Trainee Practitioner Scheme shall similarly be disregarded and count as service.

64. Employers have the discretion to count other previous HPSS service or service with other employers.

Information about Statutory Maternity/Adoption and Paternity Maternity Leave and Pay

65. There are occasions when employees are entitled to other statutory benefits/allowances and Information about all statutory maternity/adoption and paternity rights can be found using the

following links:

<http://www.dti.gov.uk/employment/workandfamilies/maternityleave-pay/guidance/page21116.html>

http://www.dwp.gov.uk/lifeevent/benefits/statutory_maternitypay.asp

http://jobcentreplus.gov.uk/JCP/Customers/WorkingAgeBenefits/Dev_008115.xml.html

Information about Health and Safety for new and expectant mothers at work can be found using the following link:-

www.hse.gov.uk

SCHEDULE 25

Employment break scheme (temporary schedule)

General

1. HPSS employers should provide all staff with access to an employment break scheme.
2. The scheme should be agreed between employers and local staff representatives.
3. The scheme should be viewed with others, particularly those relating to flexible working, balancing work and personal life, and provisions for carers, as part of the commitment to arrangements which enable employees to balance paid work with their other commitments and responsibilities.
4. The scheme should also enable employers to attract and retain the experience of staff consistent with the HPSS commitment to the provision of high quality healthcare.
5. The scheme should provide for people to take a longer period away from work than that provided for by the parental leave and other leave arrangements.

Scope

6. The scheme should explicitly cover the main reasons for which employment breaks can be used, including childcare, eldercare, care for another dependant, training, study leave or work abroad. It should also indicate that other reasons will be considered on their merits.
7. People on employment breaks will not normally be allowed to take up paid employment with another employer except where, for example, work overseas or charitable work could broaden experience. In such circumstances written authority from the employer would be necessary.

Eligibility

8. The employment break scheme should normally be open to all employees who have a minimum of twelve months' service.
9. Applications should be submitted in writing and notice periods should be clearly stated in an agreement between the employee and employer.

Length of break

10. The maximum length of break should be five years.
11. Breaks should be able to be taken either as a single period or as more than one period.
12. The minimum length of break should be three months.
13. The length of any break should balance the needs of the applicant with the needs of the service.
14. The scheme should have provision for breaks to be extended with appropriate notice, or for early return from breaks.

15. All breaks should be subject to an agreement between the employer and applicant before the break begins. The agreement should cover:
- the effect of the break on various entitlements related to length of service;
 - a guarantee that, if the applicant returns to work within one year, the same job will be available, as far as is reasonably practicable;
 - if the break is longer than one year, the applicant may return to as similar a job as possible;
 - return to work at the equivalent salary level, reflecting increases awarded during the break;
 - the notice period required before the return to work should be two months if the break is less than a year and six months if the break is more than a year;
 - arrangements for keeping in touch during the break;
 - requirements on the applicant to keep up to date with their relevant professional registration needs, including attendance at specified training courses and conferences, and any assistance the employer may give in the support of this;
 - training arrangements for re-induction to work;
 - any other conditions required either by the employer or the applicant.

Return to work

16. Applicants should not have to resign to take an employment break, although there will be a change to the contract of employment.
17. The period of the break should count toward continuous employment for statutory purposes.
18. Other provisions depending upon length of service, i.e. pensions, contractual redundancy payments, leave entitlements etc, should be suspended for the period of the break.

Appeals

19. Applicants should be entitled to a written reason for the refusal of any application.
20. Applicants may resort to the grievance procedure if a request for a break is refused.

Monitoring and review

21. All records of applications and decisions should be kept for a minimum of twelve months.
22. The operation of the scheme should be monitored annually by employers in partnership with local staff representatives.

SCHEDULE 26

Caring for Children and Adults (Temporary Schedule)

General

1. All HPSS employers must have a carer's policy to address the needs of people with caring responsibilities and to meet the requirements of the "right to request" flexible working legislation for carers of children and dependant adults (see Employment Relations (NI) Order 1999 for definition of "carer"). This policy should emphasise the benefits of employment breaks, flexible working arrangements and balancing work and personal life as set out in Schedules 25, 27 and 28.
2. The policy should seek to balance the requirements of delivering a first class service with the needs of employees, to find the most effective means of supporting those with carer responsibilities as part of a wider commitment by the HPSS to improve the quality of working life.
3. Many of the policies related to child and dependant care will have relevance to other forms of care. For example the planning process for checking out what would help eligibility criteria and ensuring equality of access. These should be considered when drawing up a carers policy.

Child and Dependant Care

4. Childcare covers a range of care choices for children from birth up to age 14 years.
5. Dependant care covers a range of options to meet the needs of dependant adults, where an employee is involved in substantial and regular care sufficient for them to seek a change in their permanent contract of employment
6. The policy should be drawn up jointly between employers and local staff side representatives. This should cover:
 - the child and dependant care needs of people relative to matters such as place of work, working patterns (including shift patterns) and hours worked;
 - policy on child and dependant care support particularly related to specific difficulties in recruiting and retaining people in certain job categories;
 - equality of access to child and dependant care and affordability, respecting the diversity of personal domestic circumstances;
 - guidelines on eligibility;
 - how the policy relates to other Schedules, in particular those covering leave and flexible working arrangements;
 - the range of options open to carers, i.e. crèche facilities, childminders, workplace nurseries, allowances, school and holiday play schemes, term-time contracts etc. The policy should be clear as to why certain options are available;
 - partnership options with other employers and trade unions;

- allocation of senior management responsibility for the operation and monitoring of the policy
- .
7. Where a decision is taken not to offer particular forms of childcare, the policy should indicate where other arrangements are available to support people with childcare responsibilities, and what alternative ways of working exist.
 8. Applications and outcomes should be monitored annually, in partnership with local staff representatives.
 9. Monitoring information should be analysed and used to review and revise policies and procedures to ensure their continuing effectiveness.
 10. Applications and outcomes, from both employer and employees should be recorded and kept for a minimum of one year.

SCHEDULE 27

Flexible Working Arrangements

General

1. HPSS employers in partnership with staff organisations will develop positive flexible working arrangements which allow people to balance work responsibilities with other aspects of their lives.
2. Employers are required to consider flexible working options as part of their duty to make reasonable adjustments for disabled staff and job applicants under the Disability Discrimination (NI) Order 2006, and staff returning from maternity leave (see Section 15).
3. New working arrangements should only be introduced by mutual agreement, whether sought by the employee or the employer.
4. Flexible working should be part of an integrated approach to the organisation of work and the healthy work/life balance of staff.
5. Policies for flexible working should be made clear to all employees.
6. Employers should develop policies on flexible working which, as far as is practicable, should include:
 - part-time working, where a person works to a pattern and number of hours by mutual agreement;
 - job sharing, where two or more people share the responsibilities of one or more full-time job(s), dividing the hours, duties and pay between them;
 - flexi-time, where employees can choose their own start and finish time around fixed core hours;
 - annual hours contracts, where people work a specific number of hours each year, with the hours being unevenly distributed throughout the year;
 - flexible rostering, using periods of work of differing lengths within an agreed overall period;
 - term-time working, where people work during the school term but not during school holidays;
 - school-time contracts;
 - teleworking, where people work from home for all or part of their hours with a computer or telecommunication link to their organisation;
 - voluntary reduced working time, where people work reduced hours by agreement at a reduced salary;

- fixed work patterns, where, by agreement, days off can be irregular to enable, for example, access by separated parents to their children and flexible rostering.
 - Flexible retirement
7. Flexible working arrangements should be available to all employees.
 8. All jobs should be considered for flexible working. If this is not possible the employer must provide written, objectively justifiable reasons for this and give a clear, demonstrable operational reason why this is not practicable.
 9. There should be a clear procedure for application for flexible working, agreed by employers and local staff representatives.
 10. All people with flexible working arrangements should have access to standard terms and conditions of employment, on an equal or pro-rata basis, unless different treatment can be justified for operational reasons.

Monitoring and Review

11. Applications and outcomes should be monitored annually, in partnership with local staff representatives.
12. Monitoring information should be analysed and used to review and revise policies and procedures to ensure their continuing effectiveness.
13. Applications and outcomes, from both employer and employees, should be recorded and kept for a minimum of one year.

SCHEDULE 28

Balancing Work and Personal Life

General

1. HPSS employers should provide employees with access to leave arrangements which support them in balancing their work responsibilities with their personal commitments.
2. Leave arrangements should be part of an integrated policy of efficient and employee friendly employment practices, and this Schedule should be seen as operating in conjunction with other provisions particularly the Employment Break Scheme, Flexible Working Arrangements and the Caring for Children and Adults Schedules.
3. Arrangements should be agreed between employers and local staff representatives.
4. A dependant is someone who is married to, or is a partner or civil partner, “a near relative” or someone who lives at the same address as the employee. A relative for this purpose includes: parents, parents-in-law, adult children, adopted adult children, siblings (including those who are in-laws), uncles, aunts, grandparents and step relatives or is someone who relies on the employee in a particular emergency.

FORMS OF LEAVE

Parental Leave

5. This should be a separate provision from either maternity or maternity support leave and should provide an untransferable individual right to at least 13 weeks’ leave (18 weeks if child is disabled). Leave is normally unpaid, but may be paid by local agreement.
6. Parental leave should be applicable to any employee in the HPSS who has nominated caring responsibility for a child under age 14 (18 in cases of adoption or disabled children).
7. Leave arrangements need to be as flexible as possible, so that the leave may be taken in a variety of ways by local agreement. Parental leave can be added to periods of maternity support or maternity leave.
8. Notice periods should not be unnecessarily lengthy and should reflect the period of leave required. Employers should only postpone leave in exceptional circumstances and give written reasons. Employees may also postpone or cancel leave that has been booked with local agreement.
9. During parental leave the employee retains all of his or her contractual rights, except remuneration and should return to the same job after it. Pension rights and contributions shall be dealt with in accordance with HPSS Superannuation Regulations. Periods of parental leave should be regarded as continuous service.
10. It is good practice for employers to maintain contact (within agreed protocols) with employees while they are on parental leave.

Maternity Support (Paternity) Leave and Pay and Ante-Natal Leave

11. This will apply to biological and adoptive fathers, nominated carers and same sex partners.
12. There will be an entitlement to two weeks' occupational maternity support pay. Full pay will be calculated on the basis of the average weekly earnings rules used for calculating occupational maternity pay entitlements. The employee will receive full pay less any statutory paternity pay receivable. Only one period of occupational paternity pay is ordinarily available when there is a multiple birth. However, HPSS organisations have scope for agreeing locally more favourable arrangements where they consider it necessary, or further periods of unpaid leave.
13. Eligibility for occupational paid maternity support pay will be twelve months' continuous service with one or more HPSS employers at the beginning of the week in which the baby is due. More favourable local arrangements may be agreed with staff representatives and/or may be already in place.
14. Local arrangements should specify the period during which leave can be taken and whether it must be taken in a continuous block or may be split up over a specific period.
15. An employee must give his or her employer a completed form SC3 "Becoming a Parent" at least 28 days before they want leave to start. The employer should accept later notification if there is good reason.
16. Reasonable paid time off to attend ante-natal classes will also be given.
17. All employees are entitled to two weeks maternity support leave. Employees who are not eligible for occupational maternity support pay may still be entitled to Statutory Paternity Pay (SPP) subject to the qualifying conditions. The rate of SPP is the same as for Statutory Maternity Pay (SMP).

Adoption Leave and Pay

18. All employees are entitled to take 52 weeks adoption leave.
19. There will be entitlement to paid occupational adoption leave for employees wishing to adopt a child who is newly placed for adoption.
20. It will be available to people wishing to adopt a child who has primary carer responsibilities for that child.
21. Where the child is below the age of 18 adoption leave and pay will be in line with the maternity leave and pay provisions as set out in this agreement.
22. Eligibility for occupational adoption pay will be twelve months' continuous HPSS service ending with the week in which they are notified of being matched with the child for adoption. This will cover the circumstances where employees are newly matched with the child by an adoption agency.

23. If there is an established relationship with the child, such as fostering prior to the adoption, or when a step-parent is adopting a partner's children there is scope for local arrangements on the amount of leave and pay in addition to time off for official meetings.
24. If the same employer employs both parents the period of leave and pay may be shared. One parent should be identified as the primary carer and be entitled to the majority of the leave. The partner of the primary carer is entitled to occupational paternity leave and pay.
25. Reasonable time off to attend official meetings in the adoption process should also be given.
26. Employees who are not eligible for occupational adoption pay, may still be entitled to Statutory Adoption Pay (SAP) subject to the qualifying conditions. The rate of SAP is the same as for Statutory Maternity Pay.

Keeping in Touch

Work during the Adoption Leave Period

Keeping in Touch Days

27. Employees will be entitled to Keep in Touch Days (KIT) in line with the maternity leave and pay provisions as set out in Schedule 24.

Leave/Time Off for Domestic Reasons

28. This form of leave should cover a range of needs, from genuine domestic emergencies through to bereavement.
29. These provisions should cover all employees.
30. Payment may be made by local agreement, but the expectation is that relatively short periods of leave for emergencies will be paid.
31. If the need for time off continues, other options may be considered, such as a career break.
32. Applicants for the above forms of leave should be entitled to a written explanation if the application is declined.
33. Appeals against decisions to decline an application for leave should be made through the Grievance Procedure.

Monitoring and Review

34. All applications and outcomes should be recorded, and each leave provision should be annually reviewed by employers in partnership with local staff representatives.
35. Applications and outcomes should be monitored annually, in partnership with local staff representatives.
36. Monitoring information should be analysed and used to review and revise policies and procedures to ensure their continuing effectiveness.

37. Applications and outcomes, from both employer and employees should be recorded and kept for a minimum of one year.