



Ministry of
JUSTICE
National Offender
Management Service



Pay Policy Manual

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1. Foreword

Application of policy

- 1.1 This manual provides the policy/guidelines on pay, allowances and deductions through payroll for staff that have been appointed on, or have opted into, the terms and conditions under Fair and Sustainable.
- 1.2 The rules of assimilation from NOMS *closed* terms and conditions into Fair and Sustainable are laid out in Annex A.
- 1.3 The policy/guidelines within this manual **do not** apply to those employed on a sessional/fee paid basis; or those under “Agenda for Change”, who are subject to NHS terms and conditions.
- 1.4 The policy/guidelines set out in this manual must be adhered to. Managers do not have the authority to approve an allowance or payment outside of the criteria laid out in this manual.
- 1.5 In very exceptional circumstances, consideration may be given for exceptions to the policy/guidelines laid out in this manual. For exceptional consideration to be given a business case should be submitted for approval by the relevant Director and authorisation by the Chief Executive Officer. The Chief Executive Officer may delegate the consideration of any exceptions to the Director of HR, other than cases within the HR Director’s direct line management.

Contracts

- 1.6 On appointment to NOMS, you will be given a statement of your particulars of employment including conditions concerning probation, mobility, conduct and performance, annual leave and details of your starting pay. This manual provides policy/guidance on how starting pay is calculated, pay progression, allowances, pay on promotion, etc.
- 1.7 Additional information on pay and allowances, including calculation examples and formula, can be found on My Services. If additional clarification is required on any pay issue, you should direct your queries through the Contact Centre in Shared Services (hr-general-enquiries@hmpr.gsi.gov.uk or telephone 0845 010 3504).

Pension

- 1.8 As well as basic pay, certain reoccurring allowances and payments are pensionable. The pensionable status of allowances and payments is included in the relevant paragraphs of this manual.
- 1.9 Individuals should make themselves aware of both pay and pension implications when moving roles or making a change to their circumstances. Clarification on the affect of any changes to pension in relation to pay should be sought from Shared Services Contact Centre.

Annual pay

- 1.10 The Band pay ranges shown in Annex B are subject to annual review through the existing pay review mechanisms and the Annex will be updated each year to confirm any changes made. Any changes to closed NOMS terms and conditions will be published through Notices to Staff.

2. Pay

Responsibilities

- 2.1. It is the responsibility of all staff working in NOMS to:
- check that their pay and allowance(s) are correct;
 - inform Shared Services of any unusual increase or decrease in the amounts received; **and**
 - provide full and correct information to Shared Services when querying pay.
- 2.2. It is the responsibility of line managers to:
- provide timely and accurate information to Shared Services, particularly concerning staff departures;
 - only commit to authorising pay and allowances as laid out in this manual; **and**
 - seek advice from Shared Services on the correct pay and allowances for a role.
- 2.3 Changes affecting pay must be notified to Shared Services by the relevant payroll cut off date in order to be included in that month's salary. Payroll cut off dates vary depending upon the type of change being made. These dates are published on My Services.

Bands and Zones

- 2.4. The pay structure is an 11 Band structure with three associated pay zones. Roles are allocated to a Band in accordance with their job evaluation score, examples of the roles are shown below:

Band 1

Cleaner, Stoker

Band 2

Operational Support Grade, Support Services Administrator, and Facilities and Services Support

Band 3

Prison Officer, Business Administrator, Skilled Delivery Role, and Production Instructor

Band 4

Supervising Officer, Specialist Officer, Specialist Administrator, Interventions Facilitator, Facilities and Services Supervisor, and Specialist Production Instructor

Band 5

Custodial Manager, Chaplains, Hub Manager, Trainee Psychologist, Programme/Treatment Manager, and Facilities and Services Manager

Band 6

Advisers, Site Manager, and Activities Unit Manager

Band 7

Head of Function in a standard prison, HR Business Partner, Head of Finance, Managing Chaplain, Head of Function (non-operational) and Head of Estates in a standard prison

Band 8

Deputy Governor of a standard prison, Head of Function in a complex/large/diverse prison, Head of Corporate Services in a standard prison, Specialist Registered Psychologist, Head of Function (non-operational) and Head of Estates in a complex and diverse prison

Band 9

Deputy Governor of a complex/large/diverse prison, Head of Corporate Service in a complex and diverse prison, Cluster Lead in Psychological Services, and Head of Psychology in High Security Prisons

Band 10

Governor of standard prison, Regional Lead Psychologist and Clinical Director

Band 11

Governor of a complex and diverse prison

- 2.5 Zones are based on the Office for National Statistics defined London Boroughs for Inner London; rest of the London Boroughs and others areas within the M25 for Outer London; and the remaining locations are deemed as National.

Inner London

Brixton, Holloway, HQ Westminster, Pentonville, Wandsworth and Wormwood Scrubs

Outer London

Belmarsh, Bronzefield, Downview, Feltham, Highdown, HQ Croydon and Isis

National

All other locations

- 2.6 The pay ranges for each Band are made up of base pay for working a standard full time 37 hour week (excluding lunch breaks). Staff who are eligible for additional allowances or payments will receive these as separate elements on top of their base pay. Staff who work a shift pattern will have their working week averaged over their shift cycle.

Staff working a non standard working pattern

- 2.7 If you have an agreement to work a non standard working pattern under Work Life Balance (WLB) or Flexible Working (not to be confused with Flexible Working Hours), your salary will be adjusted where required.

Part time workers:

- 2.8 If you work part time (reduced hours) the pay calculation is based on your full time annual salary divided by the standard full time hours and multiplied by the agreed number of hours worked each week:

$$\text{£Annual salary} \div 37 \text{ hours} \times \text{agreed number of hours} = \text{part time salary.}$$

Part year (term time) workers:

- 2.9 If you work less than 52.2 weeks per year, (i.e. if you have agreed with your line manager to work 'term time') you will be paid the portion of the appropriate full time annual pay for the hours that you actually work.
- 2.10 Your salary (and any allowances) will be paid either for the actual periods worked, or in twelve equal instalments over the agreed year, at 1/12th of the proportional annual salary.
- 2.11 You should agree the hours and working pattern for the coming 12 months with your line manager before starting part year working hours. Once agreed, and both parties have signed up to the working pattern, this cannot be changed unless there are exceptional circumstances, which you and your line manager should discuss before any alteration is made to your working pattern.

Additional Committed Hours:

- 2.12 Eligible Prison Officers at Band 3 have the option of committing to work between one and four Additional Committed Hours (ACH) per week, over and above their basic full time 37 hours. See paragraphs 3.38 to 3.49 for more information on how the policy operates.

Payment of Salaries

- 2.13 You will be paid your annual salary together with any annual pay related allowances in twelve instalments in arrears on the last working day of each calendar month.
- 2.14 The amount that you are paid is that due up to and including the last day of the calendar month, this includes Saturday, Sunday, Bank and Public holidays. It comprises 1/12th of your annual salary plus 1/12th of any annual allowances you are eligible to receive.
- 2.15 Payment will be made by automatic bank transfer (BACS) directly into your bank or building society account.

Part month salary

- 2.16 When your employment begins or ends part way through a month, the first or last proportionate payment due is calculated by dividing the monthly rate of pay by the number of days in the month and then multiplying by the number of days' service in the month (which includes weekends, Bank and Public holiday days).

Payslips

- 2.17 A personal payslip will be made available to you each month specifying:
- gross taxable basic pay;
 - any arrears of pay due, (e.g. after promotion or annual progression);
 - exceptional special bonus payments made;
 - any allowances payable;
 - any overtime claimed for that period;
 - your “net” pay after all tax, national insurance and any other payments have been deducted such as those listed below;
 - part time hours and salary if applicable;
 - current tax code;
 - tax and national insurance deductions for the period and total tax and national insurance for the financial year so far;
 - other deductions made e.g. season ticket loan, pension contributions, sports club membership, give as you earn, etc;
 - the amount NOMS (superannuation contributions) has contributed to your pension.
- 2.18 You are advised to check your pay each month to satisfy yourself that the amount paid is correct. This is best achieved by first checking that the rate of salary, the pay range and other allowances quoted are in accordance with rates notified to you either individually or published in Annexes B and C of this manual. You should then check the deductions made. Any suspected errors in your pay or deductions should be reported to Shared Services immediately.

Payroll errors

- 2.19 If you believe that there has been an error in the amount you have been paid at any time, you must inform Shared Services immediately. If an error has occurred, Shared Services will agree with you how and by when the error will be put right.
- 2.20 If as a result of an error created by NOMS or Shared Services, you are underpaid and you incur bank charges, NOMS (via Shared Services) will reimburse you a sum equal to the amount of the bank charges incurred. However, this will be considered on an individual basis and will depend on the reason for the underpayment, the type of payroll action and confirmation in writing by the relevant bank of the charges.
- 2.21 Where an overpayment is identified, Shared Services will contact you confirming details of the error and the incorrect payment made in accordance with the process/procedure set out in Chapter 11 of this Manual.
- 2.22 It is a disciplinary offence to knowingly accept a payment to which you are not entitled.

Income tax deductions

- 2.23 We are required to make appropriate tax deductions from your salary (if you are newly appointed your tax is calculated on a temporary basis unless a P45 is received from you). If you do not have a P45 from your previous employment, you should request Form P46 from Shared Services. Completed forms will be forwarded to our payroll provider who will then apply the single person tax allowance until your tax position is confirmed by HMRC. Enquiries on tax codes or allowances should be made to:

HMRC
 South Wales Area Tax Office
 Ty Glas
 Cardiff
 CF14 5YA

Telephone: 0845 300 3949

Pay Codes	PAYE REF CODE
NOMS	940/39

- 2.24 You will be provided with a certificate (P60) of your total pay and tax deductions for that financial year after the end of each tax year (31st March). The P60 will usually be provided by the end of May. You should keep this form secure since a copy cannot be provided and you may be required to produce it for a period of up to six years at the request of HMRC.

Calculation of a day's pay for untaken annual leave

- 2.25 Payment for outstanding annual leave will be calculated by dividing the annual salary (reckonable for annual leave) by 261 days (calculated number of working days per year), and for half days multiplying the result by 0.5.

Pay awards and pay progression

- 2.26 Pay will be subject to annual reviews through existing pay review mechanisms, or negotiations with the trade unions. The pay settlement and any changes to pay ranges will normally be effective from 1 April each year.
- 2.27 In addition to any annual revisions to pay ranges made as part of the annual pay review process, if you are below the maximum of your pay range you may also be eligible for performance related pay progression.
- 2.28 Pay progression within the Bands is subject to factors such as, performance (appraisal marking), public sector pay policy, affordability and recommendations from the PSPRB (for staff falling in their remit group). Pay Progression each year cannot therefore be guaranteed.
- 2.29 New entrants to NOMS must be in post for at least three months prior to the date of the pay award (1 April) to receive a pay progression. If they are outside of this period, they will not be eligible to receive pay progression until the following year's pay award.

- 2.30 Those that transfer into NOMS from Other Government Department (OGD) will be eligible for pay progression on the effective date of the next pay award.
- 2.31 When applicable, pay progression will be informed by your annual appraisal marking for the previous reporting period, e.g. for the pay award in April the appraisal marking for the previous 12 months would be used. If no appraisal marking has been recorded and confirmed via Phoenix Manager Self Service, any progression will be based on a notional 'achieved' marking.
- 2.32 Staff who do not receive an 'achieved' or better performance marking will not receive any form of pay progression.
- 2.33 Subject to the factors outlined in paragraph 2.28 above, the arrangements for pay progressions are described below:

Bands 2 to 5 (pay points)

- Pay progression will be to the next pay point in your Band.
- Annual progression will normally be applied in April. If the notional 'achieved' marking is applied and you subsequently receive an 'unacceptable' / 'almost achieved' marking, your progression will be reversed. However, NOMS will not seek to recover any resulting overpayment.

Bands 6 to 11 (open pay ranges without pay points)

- Pay progression will be based on a percentage increase to your base pay. The percentage increase will be considered on an annual basis and will be set in line with public sector pay policy, affordability, and recommendations from the PSPRB.
- An additional non-consolidated payment may be made available if you obtain an 'exceeded' marking.
- Any pay progression will normally be implemented in July and back dated to 1 April.

Voluntary deductions from salary

- 2.34 We will, if you so authorise, make deductions from your salary for direct payment to some organisations. If you are not sure whether voluntary deductions can be made to the specific organisation, you should check with Shared Services before entering into any arrangement.
- 2.35 You should always return your agreement for deduction(s) to be made from pay to the organisation(s) concerned, who should then forward the papers to Shared Services. Once the authorisation has been accepted, the contribution(s) due will be forwarded directly to the specific organisation via payroll.
- 2.36 NOMS will:

- make payments on the due date (if for any reason the salary you are due to receive at that date is insufficient to make payment, it will not be made. Payment – and any overdue payment(s) – will automatically resume when there are sufficient funds in the salary due to you);
- change the level of payments on written request from either you or the organisation concerned (it is assumed that the organisation has the individual's authority for the change – whether for a general increase in subscriptions or other reasons – and NOMS accepts no responsibility);
- continue to make payments on this basis unless instructed otherwise.

2.37 You should check to ensure that the voluntary deductions being made on your behalf are correct and remain in accordance with your wishes.

Attachment of earnings

2.38 An Attachment of Earnings Order is an enforcement order agreed under a County Court Judgement for the payment of monies an individual owes to a creditor for non-payment of debt(s). The Order tells the employer to make deductions straight from the employee's earnings in order to pay the debt.

2.39 When requested to do so, NOMS has a statutory obligation to make specified deductions from salary in respect of an Attachment of Earnings Order. The money deducted from salary is passed over to the issuing authority.

2.40 Deductions payable to the court or other relevant organisation will take priority over other recoveries (e.g. season ticket loan).

2.41 You will be informed by HMRC of the amount to be deducted. There is an administration charge of £1 for each deduction made from salary in respect of an Attachment of Earnings Order.

2.42 Deductions from salary will continue until the employee either leaves, the total debt has been repaid, or we are informed in writing by the issuing authority to cease deductions. The employee cannot instruct Shared Services to cease processing an Attachment of Earnings Order.

Student Loans

2.43 NOMS' staff who received a student loan through the Student Loans Company when going into higher education, will be required to repay the amount once they have reached the income threshold for National Insurance contributions, as set by HMRC.

2.44 HMRC will instruct NOMS to set up monthly recovery through payroll, and when repayments should stop. There is no scope for the employee to request repayments to be suspended or stopped. However, an Attachment of Earnings Order enforced by the Courts may affect the recoveries made, but then it would be based on the order of priority of the deductions.

2.45 Recovery is based on nine percent of the income which exceeds the threshold amount, including any lump sum payments received (e.g. special bonus payments, arrears of pay and ex-gratia payments).

- 2.46 Any queries should be directed either to the Student Loans Company or HMRC.

Interest free loans

- 2.47 Advances of pay may be made to staff (apart from those employed on contracts under one year for staff recruited without fair and open competition) with at least two months service and employed for not less than 18 hours every week, to assist in the purchase of quarterly or longer period season tickets/car parking. Loans may also be made for the purchase of a bicycle or bicycle equipment up to a maximum of £500 (this is separate from the salary sacrifice – cycle to work scheme found in Chapter 10 of this manual).
- 2.48 A maximum of four advances (four quarterly season tickets) may be made in any 12 months. NOMS Taxation Team will complete and send a tax return to HMRC where the total value on all advances of salary exceeds £5,000 at any point during the tax year, under “Benefits in Kind”. HMRC will then contact you for payment of any tax due.
- 2.49 Season ticket advances are issued for a specific purpose. If it is found that the advance has been used for another purpose than to purchase a rail season ticket, car parking, bicycle and cycle equipment, you may be subject to disciplinary action. Any staff found to be abusing the system may be prohibited from re-applying in the future.
- 2.50 An advance will normally be repayable in equal monthly instalments over the life of the season ticket, or 12 months for the purchase of a bicycle or cycle equipment. Recovery will be made by deduction from your pay, usually in equal amounts and beginning in the period following that of the advance.
- 2.51 A further advance may not be made until an existing advance has been fully recovered.
- 2.52 In cases where an advance becomes repayable before the expiry of the normal repayment period, the payment must be sent without delay to the Shared Services Payroll Accounting & Staff Debt Team. Cheques should be made payable to ‘National Offender Management Service’. This would include:
- surrendering the season ticket for any reason (or disposing of the bicycle). If the cost of the season ticket is significantly lower than the advance, the difference will need to be repaid immediately; **or**
 - in the event of the individual ceasing to be a Civil Servant, any outstanding balance will immediately become repayable without demand. Any outstanding amounts will be recovered from final salary, unless repayment is received via cheque, debit/credit card prior to leaving the Service.

Salary advances

- 2.53 New entrants (excluding those on transfer from an OGD) may request mid-monthly advances for the first six consecutive months of service. The request should be made on commencement of service or within the first two months

of service. Requests received after the first two months of service will not be accepted.

- 2.54 The value of the advance will reduce over the six month period and will not exceed 50% of the net amount payable for months one and two; 40% of the net amount payable for months three and four; and 30% of the net amount payable for months five and six. Advances will automatically be deducted from salary at the end of the month in which the advance is paid.
- 2.55 If required, there is scope for NOMS to consider offering an Advance for Payment in December, but this option will be reviewed on an annual basis.

3. Allowances and Payments

On call

- 3.1 The Governor/Head of Group may authorise payment of an on call allowance to staff (excluding those in Bands 6 to 9 who are in receipt of RHA and anyone in Bands 10 and 11) who:
- have a rostered commitment to remain continuously and immediately available outside normal work hours for a period of more than 12 hours for operational reasons; **and**
 - are specifically required to be on call when an operational need arises.
- 3.2 On-call allowances are not payable during normal working hours and cannot be claimed retrospectively (i.e. authorised after a period of on call has been undertaken).
- 3.3 If the minimum 12 hours cannot be achieved (e.g. if placed on call at the end of a long shift with duty the following day), the Governor/Head of Group may authorise payment of the full rate of weekday on call allowance.
- 3.4 Hours actually worked when called in to attend the establishment/office may attract further payment through overtime.
- 3.5 On call allowances are not included in the calculation of overtime payments or starting pay on promotion.
- 3.6 The payment is non-consolidated, and non-pensionable. The current payment rates can be found at Annex B.

Required Hours Addition (RHA)

- 3.7 Payment of the Required Hours Addition (RHA) will be considered for roles in Bands 6 to 11, where the role requires the incumbent to regularly work unpredictable and unsocial hours, and be on call to attend their office/establishment at anytime, when required.
- 3.8 The fact an individual chooses to work unsocial hours or attend duty at weekends is not the basis for the payment of RHA. In such cases overtime may be considered, as appropriate, but must be subject to prior authorisation.

Eligibility

- 3.9 RHA is mainly applicable for those in operational manager and senior operational manager roles in establishments. However, there may be exceptional non-operational manager posts that attract RHA.
- 3.10 Governors and Directors (for HQ posts) have the authority to approve the payment of RHA only where the role fulfils the set criteria.
- 3.11 Annual reviews must be carried out locally to assess whether there is a continued entitlement to the allowance.

3.12 Roles attracting RHA must require the incumbent to:

- regularly attend for duty during unsociable hours e.g. evenings, nights (between 7pm and 7am) and on weekends and bank holidays; **and**
- regularly be on call to attend their establishment at any time night or day, when required to do so.

3.13 As a guide, unsocial hours should amount to around 17% of an individual's working hours over a three month period.

3.14 Posts that attract RHA have no entitlement to Payment Plus, Tornado Additions, Time Off in Lieu (TOIL) or overtime.

Rate Payable

3.15 RHA will be paid at 15% of base pay, and is pensionable.

Part time working and Work Life Balance

3.16 Those in a qualifying post who work part time hours with no agreed shift pattern and are able to attend their establishment at any time outside of normal working hours, when required, may receive RHA at 15% of their pro-rata base pay.

3.17 Where an individual formally agrees a shift pattern or flexi time arrangement with their line manager under Work Life Balance (WLB) or Flexible Working, this may prevent them from complying with the criteria to be eligible for RHA. Whether or not RHA is payable in such circumstances will depend on the arrangement and will be determined on a case by case basis by the Governor.

Retention of RHA on moving roles

3.18 Staff moving from a role which attracts RHA to one that does not, will lose their entitlement to the allowance, and payment will stop from the date they take up duty in the new role. If they subsequently move to a qualifying role, RHA will be reinstated.

3.19 However, those moving from a post attracting RHA to a post in headquarters that does not, including those transferring on secondment/interchange, may retain RHA for the specific tour of duty, but not exceeding two years. To retain RHA for the two year period they must:

- register with the National Operations Unit and provide contact details so that they may be called on to provide assistance where required;
- undertake annual refresher training in C&R and attend a prison incident exercise or the Gold Command suite on at least one occasion during the twelve month period; **and**
- be available to undertake duties in the Gold Command suite or to be deployed to an establishment or other location as directed by the Gold Command or Operational Director.

- 3.20 If at anytime during the two year retention period the individual decides they no longer wish to undertake the additional duties listed above, RHA will stop with immediate effect.
- 3.21 Normally, if they remain in post beyond the two years, payment will cease. However, if there is a compelling business requirement to retain the allowance for longer in order to ensure the retention of the member of staff to complete a specific piece of work, an exceptional extension of up to 12 months may be approved. For an extension to be authorised, a business case must be submitted for Director level approval.

Significant changes to posts attracting RHA

- 3.22 Where a role attracting RHA is significantly changed, so there is no longer a requirement for the incumbent to work unsocial and unpredictable hours, one of the following will happen:
- if the change is due to decisions made by senior management within the establishment, the payment of RHA may be retained under the rules of pay protection (Chapter 9); **or**
 - if the change is due to the personal decision of the incumbent, RHA will stop with immediate effect.

Unsocial Working Hours

Eligibility

- 3.23 Some staff in certain roles are expected to regularly work unsocial hours as part of their rostered shift pattern. To compensate them for working unsocial hours, they are paid a separate monthly pay element.
- 3.24 The roles which are most likely to be eligible for this payment are:
- Operational Support Grades;
 - Prison Officer;
 - Supervising Officer / Specialist Officer;
 - Custodial Manager; **and**
 - those in Facilities and Services roles (where applicable).
- 3.25 Whilst the above roles are the ones most likely to meet the criteria for payment, there will be some exceptions to the list. Where staff meet the criteria for payment because a requirement of their role is to work a shift pattern that includes regular unsocial hours, they will be eligible for the payment.
- 3.26 Unsocial hours include regularly being required to work evenings (defined as those hours worked outside of 7am to 7pm Monday to Friday), weekend, Public and Bank Holidays and night duties.
- 3.27 The proportion of unsocial hours worked will vary at individual establishments depending on the role and local arrangements within the working group/unit. As a guideline, those in qualifying roles will work around 20-30% of their hours as unsocial. This percentage is provided as a guideline only and will vary. For example, the percentage may be higher during some weeks (i.e. during a week of night shifts).

Payment

- 3.28 The unsocial working hours payment is paid as an additional 17% of your base pay, and is pensionable.
- 3.29 Payment for unsocial hours may continue to be made during periods of absence from work including annual leave, sick leave, special leave, parental leave and suspension. However, the payment of unsocial hours is proportionate to base pay and if base pay is reduced (e.g. due to long term sick leave) the rate of unsocial hours will reduce.
- 3.30 Payment will stop at any time the recipient voluntarily decides to permanently change their shift pattern and no longer work regular unsocial hours (weekends, evenings and nights).
- 3.31 This applies to long term or permanent changes and does not apply to occasional necessary short term arrangements (for example where a move is to accommodate a back to work plan). In these circumstances, provided the move is on a short term basis (six to 12 months) and the individual will return to a role where they will resume working regular unsocial hours, the payment will continue.
- 3.32 Governors/Line Managers cannot enforce a move to a role in the same Band where there will be no unsocial working as a disciplinary measure in order to impact an individual's pay.
- 3.33 Line Managers are responsible for notifying Shared Services where an individual changes their work pattern and either now meets or no longer meets the criteria for payment. Notification should be via completion of the Change to Unsocial Hours Working Notification form which can be found on My Services. Shared Services will update the employee record to either add or remove the payment.

Dirty Protest/Extraneous Duty Payment

Officers – Dirty Protest Payment

- 3.34 A compensation payment may be available for Officers to cover the personal discomfort endured during periods of duty, including physical contact, with non-conforming prisoner(s) engaged in a dirty protest. Payment is only applicable to those Officers who are engaged in duties involving direct dealings or substantial contact with the participating prisoner(s). Officers working on the same landing or in the same unit/block do not qualify unless they have specific contact with the participating prisoner(s). Officers who enter the vicinity (for example to collect another prisoner for a visit) are not entitled to the payment.
- 3.35 The payment is non-consolidated and non-pensionable.

Those working in Facilities and Services roles – Extraneous Duty Payment

- 3.36 A compensation payment may be available for those working in Facilities and Services roles to cover the personal discomfort endured in relation to the completion of essential maintenance or repair work within cells in the aftermath of a dirty protest.

3.37 Payment is only applicable to those who are directly involved with such work prior to the cell being deep cleaned. Those working on the same landing or in the same unit/block do not qualify. Those who enter the vicinity are not entitled to the payment. The payment is not related to the cleaning of the cells. The payment is non-consolidated and non pensionable.

Additional Committed Hours (ACH)

3.38 You are eligible to work ACH if:

- you are employed as a Prison Officer at Band 3;
- have successfully completed POELT; **and**
- work at least 37 hours per week (Prison Officers who work part time are not eligible for ACH).

3.39 ACH is non-pensionable and paid at an enhanced rate. The annual calculation for ACH is as follows:

- $\text{Base pay} \div 37 \text{ hours} \times \text{no. of additional hours (i.e. 1, 2, 3 or 4)} + 20\%$

3.40 Payments will be made monthly as part of your total monthly salary.

3.41 If you wish to work ACH you will need to:

- inform NOMS that you wish to start ACH within one month of completing POELT, **or**
- inform NOMS that you wish to start ACH at any point by giving twelve months notice (or a shorter period if agreed between you and your line management) to start an arrangement for ACH.

3.42 Your commitment to work ACH will start as soon as you are informed by letter, that your contract has been varied to reflect your new hours.

3.43 Once you have started ACH, you can change the number of hours you have committed to work, or terminate the agreement altogether, by giving twelve months notice (or a shorter period if agreed by you and your manager) of the change you wish to make.

3.44 If you wish to start, vary or cease ACH, you should complete the relevant form on My Services and submit it to your line manager, who will:

- where appropriate, respond to any request for a shorter period of notice to apply; **and**
- confirm to Shared Services that:
 - the intended change has been noted;
 - that you have successfully completed POELT.

3.45 ACH continues without interruption if you transfer to another location, whilst remaining in the same role in the same Band.

3.46 ACH will immediately cease if you transfer to another role or on promotion.

3.47 Your total working time should still comply with the Working Time Regulations and should be monitored locally.

3.48 If you start working part time (whether through Work Life Balance, flexible working or for any other reason), the arrangement for ACH will come to an end as soon as you start part-time working.

3.49 Arrangements for Payment Plus, Operation Tornado payments and TOIL are not affected by ACH.

Additional Committed Hours Pensionable (ACHP)

3.50 As a transitional issue on moving to the “Fair and Sustainable” pay structures, some staff may be eligible to work two “Additional Committed Hours” on a pensionable basis, where their previous contract was on a 39 hour a week pensionable basis. For details on eligibility, the calculation and payment of ACHP please see Annex A paragraphs A.8 to A.11

Tornado (Emergency Response) Payment

3.51 Payment may be made when Operation Tornado is activated by Gold Command. Officers who are asked to attend an incident (but not those on ‘early warning’) will receive the additional payment.

3.52 Where payment of Operation Tornado has been authorised by the Operations Director or Deputy Director of Custody, the following Tornado duty time will be payable:

- travelling time to & from home establishment to the incident establishment;
- in action mode at the incident establishment.

3.53 Only those hours worked as agreed as part of Operation Tornado are paid.

3.54 Only Officers employed as part of a C&R Unit (Tornado response) are eligible for Tornado payments.

The payment is non-consolidated and non-pensionable.

Payment Plus

3.55 Payment Plus payments may be available for additional hours worked in the following circumstances:

- staff on a bedwatch;
- staff on constant observation;
- staff on a Category A escort over and above the profiled staffing level;
- staff working in newly built accommodation whilst recruitment of staff takes place and to temporarily cover vacancies against the Target Staffing Figure, where authorised by the Deputy Director of Custody.

3.56 Only those additional hours worked outside of a scheduled shift will attract payment of Payment Plus hours and not the entire shift. Payments will only be made for actual additional hours worked and will be paid in arrears.

3.57 Individuals who are contracted to work part-time but who work any Payment Plus additional hours (over and above their working hours) will be paid the Payment Plus rate for those hours.

- 3.58 Payments are non-consolidated and non-pensionable.
- 3.59 Full details of how the Payment Plus policy operates are contained in PSI 24/2008.

Overtime

Eligibility

- 3.60 All NOMS staff are eligible for overtime, except Prison Officers, Specialist Officers, Supervising Officers, Custodial Managers, staff in receipt of RHA and all staff in Bands 9 to 11. All overtime must be authorised in advance.

Qualifying criteria

- 3.61 Overtime is the extra time worked in excess of the number of weekly hours you are contracted to work. For full time staff this is:
- at least 37 hours a week; or
 - at least 37 hours a week plus any ACHP worked.

The minimum number of weekly hours does not include meal breaks. Working extra time is subject to the provisions of the Working Time Regulations.

Overtime pay calculation

- 3.62 Payment at the following overtime rates will be made for the authorised number of hours you actually work in excess of full time and will exclude travelling time. These rates are non-pensionable, and depending on when hours are worked and which Band you are in, the overtime rate will be either at Single time, Weekday time or Weekend time:
- Single time = basic annual salary ÷ 261 working days ÷ 7.4 daily hours
 - Weekday time = Single time x 1.33
 - Weekend time = Single time x 1.75
- 3.63 The payroll system will run the complete calculation before rounding the result to the nearest £0.01 (i.e. it does not round up the Single time before multiplying it for Weekday or Weekend time).

Application of Single, Weekday and Weekend time

- 3.64 If you are in Bands 6 to 8 and you work overtime any day of the week, you will be paid at Single time.
- 3.65 If you are in Bands 1 to 5 and work overtime:
- between Monday and Friday (including Privilege days), you will be paid at Weekday time; **or**
 - between midnight Friday and midnight Sunday, or on a Public/Bank holiday, you will be paid at Weekend time.

Part time staff

- 3.66 If you work part time, the extra time you work in excess of your agreed hours that fall short of full time working are 'extra duty' hours. These will be paid at your normal hourly rate (plain time), which is pensionable.
- 3.67 The extra time you work in excess of your agreed contractual hours will only qualify for Single time, Weekday time or Weekend time once you exceed the full time 37 hours per week, unless 3.68 applies.
- 3.68 If your normal hours do not include working over a weekend, Bank and Public holidays or Monday to Friday between 7pm and 7am (e.g. shift/unsocial hours working), the extra hours worked during this time will qualify for Single time, Weekday time or Weekend time rates as applicable even if you have not worked a full week.

Time off in lieu

- 3.69 If you prefer, and subject to management discretion, you may take time off in lieu (TOIL) equal to the actual hours worked instead of receiving an overtime or extra duty payment.

Flexible Working Hours (FWH) and worked overtime

- 3.70 If you normally work FWH, this will not be affected when you work overtime. However, you must ensure that you do not claim flexi credit for hours that you claim as overtime.

Attendance on training courses

- 3.71 Overtime is not payable for time spent in excess of your normal hours on training courses. Wherever possible you should take any excess hours as TOIL, or submit a flexi credit.

Unauthorised absence

- 3.72 If you take unauthorised absence (e.g. industrial action) this does not count towards completion of your normal working hours. Any authorised overtime that you work in a week during which you also have an unauthorised absence will serve to make good the deficit in your normal hours and therefore will be paid at your normal hourly pensionable rate (plain time). Only any excess, when the deficit has been cleared, can be paid at Single time, Weekday time or Weekend time rates as applicable.

Overtime credits

- 3.73 Overtime credits are designed to provide a minimum payment when individuals are unexpectedly called into work to work overtime for a short period (e.g. Facilities and Services staff required for urgent maintenance work). If you are unexpectedly called to work overtime on your working day outside normal hours and your overtime begins:
- within three hours of your normal working day starting and you complete the overtime before your normal start time, you will receive

an overtime credit for the period in between (i.e. as if no break had occurred); or

- within three hours of your normal working day ending and you start the overtime after your normal end time, you will receive an overtime credit for the period in between (i.e. as if no break had occurred); or
- more than three hours before the start or after the end of your normal working day and you work for less than three hours, you will receive a credit balance to give a total of three hours overtime. If you work for more than three hours, you may claim for the exact time worked (if authorised).

- 3.74 If you are called into work (prearranged or unexpectedly) on a non working day and attend for less than three hours, you will receive a credit balance to give a total of three hours overtime.
- 3.75 Two or more calls into work that are close together, will not entitle you to a greater credit than if your attendance had been continuous (i.e. as if no break had occurred from the beginning of one period to the end of the next).
- 3.76 Overtime credits will be paid at the applicable overtime rate for the day you work.

Application and process

- 3.77 Extra time worked in excess of your contracted hours must be pre-authorised for payment by your line manager, and cleared by the relevant budget holder. If the total extra time worked on any day is less than half an hour it will not qualify as overtime. Any hours that are worked as overtime should only be used to carry out specific tasks that cannot be done during your normal hours, avoiding the need for staff to routinely work overtime on a regular basis.
- 3.78 The extra time worked is claimed through the Phoenix Self Service process. You will need to submit details electronically for authorisation by your manager. Phoenix will prompt your manager to authorise payment and s/he should check the information you provided is correct before approving the claim.
- 3.79 Overtime will be paid in line with the payroll cut off dates published on My Services. Where pay awards are implemented retrospectively, and unless specifically excluded as part of the award, overtime pay will be recalculated from the effective date of the pay award.

Travel Time

- 3.80 Time spent on travel outside of your normal hours to work overtime is referred to as 'travel time'.

Eligibility

- 3.81 Travel time is not payable in conjunction with overtime where:
- your journey time is less than 15 minutes each way; or

- your overtime has been pre-arranged for a day you are scheduled or rostered to work; or
- you begin work within three hours either before your normal start time or after your normal end time.

3.82 Subject to the above, all travel time in conjunction with overtime will be paid at Single time and is non-pensionable.

4. Pay on Appointment

- 4.1 New recruits joining NOMS must be brought in on the minimum of the Band pay range unless sound business reasons can be demonstrated for offering more.
- 4.2 For example:
- an individual has particular skills/experience/qualifications that justify a higher starting salary;
 - to attract staff with proven professional skills unavailable within the organisation.
- 4.3 Consideration must be given to the implications of offering a higher salary and start pay should be governed by:
- value for money;
 - consistency in application; **and**
 - the potential impact on other staff in the same Band pay range at that location.
- 4.4 When using this discretion managers must also consider:
- the skills and/or experience that the individual has, in particular the extent to which the individual has already demonstrated that they can perform at the level of the role;
 - the candidate's existing salary and benefits package;
 - the performance of the candidate at interview relative to the other applicants; **and**
 - seek approval from the budget holder that the business can afford the higher starting salary.
- 4.5 A documented audit trail must be produced and kept by the manager detailing the reasons behind any decisions to offer a higher starting salary, justifying the decision and setting out how the individual meets the criteria. It must also include written approval from the budget holder. A copy of all relevant documentation should be placed on the employee file.
- 4.6 When using this facility, only the minimum of extra pay should be granted to meet the identified need. The maximum increase to starting pay that can be offered is 5% above the Band pay range minima. A starting salary above the maximum 5% increase cannot be offered, unless exceptional authorisation has been given, as per paragraph 4.7.
- 4.7 In very exceptional circumstances, consideration may be given for a higher starting salary of more than 5% above the Band minima. Before an offer under this exception can be made, a full business case must be submitted to the Chief Executive Officer for consideration, after initial approval has been given by the relevant Director.
- 4.8 Individuals will be placed on the minimum of the pay range with the higher starting salary element being paid as a separate payment on a mark time basis. It is paid in this way to avoid the leapfrogging of those staff already in the pay range. The mark time element will be pensionable but will not be reckonable for any allowances or payments calculated on base pay.

- 4.9 This discretion does not apply to staff successful on internally advertised vacancies or promotion campaigns.
- 4.10 Flexibility to offer new entrants higher starting pay should not be used where it is seen as a solution to recruitment problems. If there are recruitment or retention issues in a particular role or location, consideration may be given to the provision of a market supplement or recruitment retention premia.

Serving civil servants successful in an external recruitment competition

- 4.11 If you are already a civil servant and you are successful in an external recruitment competition for a role in NOMS, your starting pay will be determined under the normal transfer arrangements (Chapter 5).

Market Supplements and Recruitment Retention Premia

Market Supplements

- 4.12 Market Supplements are designed to support the recruitment and retention of staff where there is objective evidence that the rates of pay offered directly results in an inability to recruit and retain individuals in professional/specialist roles. Market supplements will only be considered for specific roles and not applied to whole occupational groups. The key requirements for considering a market supplement will be that delivery would be impacted substantially without the payment of a market supplement for a specific role. It will be specific and targeted at only those roles that require an intervention.
- 4.13 A Market Supplement should only be considered where a clear business need is identified, and recruitment and retention issues cannot be better addressed through the total reward and benefits package offered, including pension, opportunities for development and flexible family friendly working hours.
- 4.14 The key requirement for consideration would be that the total reward and benefits package is not competitive with other local employers (market rate) in recruiting and retaining individuals with the required specialism, knowledge and/or qualification(s); or to attract candidates in applying under specific recruitment campaigns; and this would adversely impact on the business or service operations without payment of a Market Supplement.
- 4.15 Payment of a Market Supplement will be made as a separate monthly non-consolidated pensionable allowance. The payment will not be subject to increases under the annual pay review process.
- 4.16 It will initially be authorised for a period of 12 months, but may exceptionally be extended for further 12 month periods where there is a strong business justification and where this is re-approved by Reward Policy at HQ. Where an extension is required, a further business case providing up to date evidence demonstrating the local market forces still have a long term adverse affect on the recruitment and retention in the specific role must be provided. If there is no justification for the continued payment, the Market Supplement will not continue beyond the initial 12 months.
- 4.17 The payment of a Market Supplement is linked to the role and not the individual. Where an individual leaves the role which attracts the payment, for

whatever reason (including promotion and level transfer to another role or establishment), payment will cease from the date of transfer. There is no provision to retain a Market Supplement under Pay Protection.

Recruitment Retention Premia

- 4.18 Recruitment Retention Premia (RRP) may be considered where market forces affect the recruitment of non-specialist roles. Consideration for RRP should only be made where the problem cannot be resolved through the total benefits and reward package available.
- 4.19 Payment of a RRP will be made either as a non-consolidated non-pensionable lump sum to address short term recruitment issues; or targeted 12 monthly non-pensionable payments to address specific retention issues.
- 4.20 The recruitment premia may be paid as two lump sum instalments: the initial payment on entry for the first 12 months service; and the second instalment after completion of two years service. If an individual leaves the Service within the first 12 month period, the full value of the amount paid will need to be reimbursed to the Service.
- 4.21 When the monthly payments are made to address retention issues, the continued need for the RRP should be regularly reviewed, at least annually, to ensure there is strong evidence to justify the on going requirement. If there is no justification for the continued payment, the provision will be withdrawn with the affected individuals being given three months notice.

Business Case

- 4.22 Any application for consideration to pay a Market Supplement or RRP (or an exceptional 12 month extension of a market supplement) must be firmly based on documented evidence, including comprehensive information on market rates, recruitment and retention issues and details of the actions already taken to try and alleviate the problems. This information, with the business case, should be forwarded to Reward Policy for consideration. All business cases need approval in advance from the relevant NOMS Director prior to submission to Reward Policy.
- 4.23 The evidence required in demonstrating there is a need to consider offering a Market Supplement or RRP should include:
- relevant reward surveys;
 - current evidence from Recruitment Agencies;
 - job adverts published in the local press;
 - Internet job boards on reward packages offered for comparable roles to demonstrate comparable market base pay ranges; **and**
 - details of all other avenues considered in trying to attract applicants.
- 4.24 Further details of the required information in applying for a Market Supplement or RRP can be found on My Services.

Eligibility

- 4.25 Once approved, the payment of any Market Supplement or RRP will only apply to new entrants recruited under the terms of the business case for the

specific recruitment campaign. Those already in post in the same role will not be eligible to receive any form of payment.

5. Pay on Transfer

Transfers within the same Band

- 5.1 Where you are transferring within NOMS to another role in the same Band you will remain on your existing base pay, unless you move to another zone, in which case you will be paid on the equivalent pay point/position. If you are in receipt of an allowance relating to the work or location of your previous role and the new role does not meet the criteria for payment of this allowance, it will cease immediately on transfer.
- 5.2 If you have been moved at the request of management you may be able to retain some or all of your previous allowances under limited pay protection arrangements (Chapter 9).

Transfers into NOMS from Other Government Departments (OGD)

Level transfer from an OGD

- 5.3 You will be assimilated to your applicable Band in the National pay zone. If you are working in either the Outer or Inner London zones, you will then be placed on the equivalent pay point (Bands 1 to 5) or position (Bands 6 to 11) of the appropriate pay zone.
- 5.4 If necessary, your OGD salary will be adjusted to an assimilation rate as follows:
- any local pay allowances that you may be in receipt of will not be included/consolidated. Only the National base pay rate will be used to establish the pay on the NOMS National pay range;
 - if you are in receipt of zonal pay, the OGD's National pay equivalent will be used; and
 - your OGD salary will be adjusted further to an annual 37 hour per week base pay rate if required.
- 5.5 Provided the following does not exceed the NOMS Band pay range maximum, on transfer to a role:
- within Bands 2 to 5, you will be placed on the equivalent or next highest point on the NOMS Band pay range; or
 - within Bands 6 to 11, you will be placed on the pay range at your base pay rate.
- 5.6 If you are in receipt of an allowance that NOMS also pays, and your new role meets the criteria to qualify for payment, then you will continue to receive the allowance payable at the NOMS rate of payment. All other allowances will cease.

Transfer concurrent with promotion from an OGD

- 5.7 Where your transfer in to NOMS is concurrent with promotion, your OGD pay will first be adjusted if necessary as described in 5.4 to 37 hour per week base pay. Starting pay will then be calculated in line with the policy for NOMS staff being promoted from closed terms and conditions (Annex A, paragraphs A12 – 14).

Transfer concurrent with a re-grade to a lower Band from an OGD

- 5.8 Where your transfer in to NOMS is concurrent with a re-grade to a lower Band, your OGD pay will first be adjusted if necessary as described in 5.4 to a 37 hour per week base pay. Starting pay will then be calculated in line with the policy for NOMS staff moving to a lower Band from closed terms and conditions (Annex A, paragraphs A18 – 20).

Transfer into NOMS involving a change of settlement date

- 5.9 When transferring from an OGD the effective date of the pay award will be 1 April (implemented retrospectively if not already processed at the time of transfer) regardless of any settlement date agreed in the previous OGD. You will be subject to the NOMS pay progression arrangements.

Detached Duty

- 5.10 Where you undertake a period of detached duty you will remain on the pay applicable at your permanent location, including any allowances payable, even if the detached duty role/location does not attract the same salary or allowances. If you go on detached duty to a role in a higher Band you will be eligible to receive the cover payment on top of your pay (Chapter 6).

Loans and Secondments

Loans from other Government departments into NOMS

- 5.11 If you are on loan to NOMS you will normally be subject to the pay and conditions of your parent department, and any specific conditions agreed as part of your loan arrangement.

Loans to other Government departments from NOMS

- 5.12 If you are on loan from NOMS to an OGD you will normally remain on your NOMS terms and conditions, and any specific conditions agreed as part of your loan arrangement. Any pay adjustments/increases applicable during the period will be made in accordance with NOMS policy.

Secondment to an external body outside of the Civil Service

- 5.13 Normally, those on secondment to an external body would remain subject to NOMS pay and conditions. However, under the Interchange Agreement an individual may exceptionally transfer onto the receiving body's pay and conditions for the agreed period of the secondment.

Return to NOMS from a loan/secondment

- 5.14 If you were on loan to an OGD or an organisation outside the Civil Service and were under their terms and conditions, on returning to NOMS your salary will be recalculated from the substantive salary on your last working day in NOMS. This will be increased to take into account of each annual pay award that has been missed whilst on loan, based on a notional "Achieved" SPDR marking.
- 5.15 If you return to a role on promotion, the usual promotion arrangements will apply after calculation of the notional salary as laid out above.

Pay on Return from an Unpaid Career Break or Unpaid Leave

- 5.16 On return from an unpaid career break, unpaid special leave or long term sick at the pension rate of pay, your salary on return will be set at the level it would have reached had there not been a break in service and you had received the annual pay award for each of the years in which you were absent. In calculating the salary, a notional 'achieved' performance marking will be assumed for each year.

6. Cover Payments

Usage

6.1 Cover payments may be used in the following circumstances:

- where a role in a higher Band is vacant due to the post holder being absent (e.g. on annual leave, sickness, maternity leave, detached duty etc), or
- where there is a vacancy in a higher Band (e.g. the role holder has left or it is a new role and it is yet to be filled substantively).

6.2 You cannot receive cover payment for temporarily undertaking another role or additional duties within your own Band.

Payment period

6.3 The following rules will apply:

- Cover payments will apply for working in a role in a higher Band for a period of five or more consecutive days (or complete shifts) without a gap (other than for rest days, weekends, sick leave, public holidays and privilege days).
- No payment will be made for periods of less than five consecutive full days (or complete shifts).
- Cover for up to 28 days must be authorised by a Manager in Band 5 or above, who is at least one Band higher than the Band being covered.
- Cover for more than 28 days must be authorised by your Head of Group/Function or Deputy Governor.
- Periods of cover should not exceed a maximum of 12 months. This also applies when separate consecutive periods of cover (i.e. without a break) are undertaken for roles in the same Band.
- The period of cover and end date should be confirmed by your manager at the outset. Where it is not possible to set a precise end date, an estimated date must be supplied and the period of cover should be reviewed after six months.
- Your cover will automatically cease on the end date quoted by your line manager. If the period of cover is extended then Shared Services should be notified immediately.
- The period of cover can be terminated for any reason at any point before the specified end date. When a cover period ends, other than on the notified date, your line manager must immediately inform Shared Services.
- When your period of cover ends, the cover payment will cease and you will return to the working arrangements of your former role.

Exceptional extensions beyond 12 months

6.4 Apart from secondments/loans, where separate arrangements will apply, cover for a higher role will only be extended beyond 12 months in very exceptional circumstances (e.g. because of reform initiatives). Approval from the Governor or Head of Group for an extension must be obtained before the end of the initial 12 month period. Cover payments should never exceed two years in total.

Payment

6.5 You will remain on your existing Band and receive an additional payment for covering duties in the higher role and will be subject to the following:

- once a 5-day period has been undertaken, payment will be made retrospectively from the first day that cover took place;
- your own terms and conditions will not change and annual progression and/or performance payments (if applicable) will be based on the pay range of your substantive Band;
- any annual leave entitlement or allowances paid in your own role will continue during the period of cover; **and**
- you will not be eligible for allowances or annual leave related to the higher role.

6.6 Cover payments are calculated on the base pay of your substantive Band at the following rates of payment:

- 5% for covering a role one Band higher;
- 10% for covering a role two Bands higher; or
- 15% for covering a role three or more Bands higher.

6.7 Payment is subject to the following rules:

- Payment for cover is paid each month as a pensionable non-consolidated payment but it is not reckonable for any other pay calculations such as overtime, starting pay on promotion or transfer calculation and cannot be converted into an allowance or other payment type.
- Cover is calculated on your substantive Band and applicable pay zone regardless of whether the higher role is in a different pay zone.
- Any pay protection you may be receiving will not be eroded by the cover payment received.
- You will not receive pay protection to compensate you when you stop receiving cover payments.
- Cover will be paid during periods of paid absences detailed below provided that another member of staff is not being paid to cover the same duties during your absence. Cover cannot be paid to two members of staff to cover the same duties. While you are undertaking cover, the cover payment will continue to be made for **paid** absences as follows:
 - rest days;
 - short term absence on trade union business;
 - absence on an approved day release course;
 - absence on approved official business;
 - annual leave;
 - special leave; and
 - sick leave.

Secondments or Loans from NOMS

- 6.8 Loans to OGD's, secondments to other organisations, to another NOMS Directorate or prison establishment, may last for periods of up to three years. Where such a move is to undertake a higher role and is to be paid under NOMS terms and conditions, the above cover payment rules will apply for the length of the loan/secondment, but not exceeding three years. Shared Services must be informed that this is a secondment or loan at the outset. On conclusion of the cover period, you will return to a role at your substantive level unless a promotion or selection process has been undertaken in the meantime.

Secondments or loans into NOMS

- 6.9 Where you are joining NOMS from an OGD on secondment or loan to undertake a temporary higher role and this is to be paid under NOMS terms and conditions the above cover payment rules will apply.

7. Pay on Promotion

Calculation

- 7.1 If your promotion is into another pay zone then you will be placed on the appropriate point on the new zone pay range for your current Band before the promotion increase is applied as detailed below.
- 7.2 For promotions into Bands 2 to 5
- You will be put on the next highest base pay point (compared to your current base pay) on the promotion Band pay range, subject to the minimum and maximum.
 - If the promotion base pay salary increase (the difference between the old and new pay point values) is less than:
 - 5% for one Band higher;
 - 10% for two Bands higher; or
 - 15% for three or more Bands higher,

you will receive an additional one-off non-pensionable, non-consolidated 'underpin' to make up the balance of the promotion base pay increase.
 - The underpin value is calculated from the date of promotion to the end of that financial year (i.e. 31 March), based on the five, ten or fifteen percent increase applicable for the higher Band. If you leave NOMS, move to a lower Band or are promoted during the period for which the underpin was calculated, NOMS will not seek to recover the lump sum amount paid.
- 7.3 For promotions into Bands 6 to 11
- Your base pay will be increased subject to the minimum and maximum of the pay range by:
 - 5% for one Band higher;
 - 10% for two Bands higher; or
 - 15% for three or more Bands higher.
- 7.4 Managers do not have any discretion to operate outside the policy set out above - they cannot move you onto a higher pay point or open pay range position.
- 7.5 Any additional or unsocial hours pay elements will be added onto the new base pay, if applicable.

Treatment of Allowances

- 7.6 You will continue to receive any allowance(s) that you received prior to promotion, should the role that you are being promoted into also attract payment. However, if the role you are promoted into does not attract the allowance, then the payment of the allowance will cease from your date of

promotion. There is no scope to consider any form of pay protection on promotion.

8. Pay on Moving to a Lower Band

Calculation

- 8.1 You may request to move to a lower Band, either by making a formal request through your line manager or by voluntarily applying for advertised roles in a Band that is lower than your current substantive Band. If this is agreed, your pay will be reduced subject to the following.
- 8.2 If you are moving between zones at the same time, you will be placed on the appropriate point on the new zone pay range for your current Band before the process below is applied:

On moving to the lower Band, your existing base pay will be divided by the following (reversal of the calculation of pay on promotion), depending on the number of Bands you move down:

- 1.05 for moving down one Band;
- 1.10 for moving down two Bands; or
- 1.15 for moving down three or more Bands.

Moving down Bands 1 to 5

- 8.3 Where your reduced base pay falls between two pay points, you will be placed on the higher point, subject to the pay range minimum and maximum.

Moving down Bands 6 to 10

- 8.4 You will be placed within the new lower Band pay range on your reduced base pay, subject to the pay range minimum and maximum.
- 8.5 When you move to another role, you will be subject to that role's terms and conditions and the Band's applicable pay range. You should make yourself aware of any impact to your pay, pension and conditions before moving to a different role.
- 8.6 If you are promoted back to your original Band within one year, your starting pay on promotion cannot be greater than the salary you would have reached had you not moved to a lower Band and you will not be eligible to receive an underpin payment if one would normally apply (see paragraph 7.2).

Pay Protection

- 8.7 There is no form of pay protection for loss of allowances or the resulting drop in salary where the move is on a voluntary basis, or where the move to a lower Band is for disciplinary reasons.
- 8.8 Pay protection will apply where a move to a lower Band is due to:
- an alternative to being surplus;

- a reasonable adjustment for disabled staff under the Equality Act 2010.

8.9 In the circumstances where pay protection may be considered, the salary calculation will be carried out as per the above but you may receive a time limited pay protection (Chapter 9):

- From the date of transfer the difference in the old and new pay values will be retained on a mark time basis for a limited two year period.
- The value protected will be eroded by any increases in pay or allowances received in the new role in the Band. Any residual element remaining at the end of the two year period will cease with immediate effect.

9. Pay Protection

Definition

- 9.1 Pay protection is the practice where an employee's salary is protected to lessen the effect of organisational change on the individual (e.g. any structural, service or managerial change).

Circumstances under which pay protection will apply

- 9.2 NOMS aims to minimise the effect where a change results in a reduction in pay, by providing a maximum of two years pay protection where:
- this involves redeployment to alternative posts - either to a lower Band or at the same Band; or
 - an alternative role is offered as a reasonable adjustment on disability grounds under the Equality Act 2010 (not for any other capability issues).

Principles Underpinning the Payment of Pay Protection

- 9.3 Pay protection will apply from the date the individual starts in the alternative post and will be confirmed in writing with a specified end date.
- 9.4 Pay protection is based on the rate of pay received at the date of the change. If there is an entitlement to a pay increase which has an effective date prior to the commencement of the pay protection period, the protected element will be increased accordingly when details of the retrospective pay increase are known.
- 9.5 The pay protection will cease after the agreed two year period or sooner if the level of pay equals or exceeds the level set for pay protection.
- 9.6 Any non-consolidated performance payments that are payable as part of an annual pay review process, will be paid during the period of pay protection. These will not be used to erode any of the pay protected elements agreed.

Erosion of Pay Protection Element

- 9.7 The pay protected element is eroded by subsequent increases in pay such as:
- a result of promotion;
 - addition or increase of a pay related allowance;
 - consolidated pay progression and allowance increases as part of any annual pay review; and
 - pay range revalorisation / uplift as part of any annual pay review.

Role Changes During a Period of Pay Protection

Voluntary Change of Role

9.8 NOMS wishes to continue to encourage employees to develop their skills or careers during periods of pay protection. Where an individual in receipt of pay protection is successful in being appointed to a different post:

- at the same Band, the pay protection will continue to apply in the new post in accordance with the original agreement;
- at the same Band with reduced hours, or request to reduce their hours, the pay protection will continue in the new post, but on a proportional basis to hours worked;
- at a higher or lower Band, pay protection will end and their new salary will be assessed on their basic pay in the previous post excluding any pay protection.

Subsequent Redeployment

9.9 Where an employee has moved to a role at a lower Band, the continued pay protection is conditional on them not refusing a suitable alternative role at the original higher Band.

10. Salary Sacrifice Schemes

Definition

- 10.1 Salary sacrifice is a scheme whereby an employee gives up part of their monthly pay due under their contract of employment and, in return, their employer agrees to provide the employee with some form of non-cash benefit. The 'sacrifice' is achieved in agreement with the employer varying the employee's terms and conditions of employment relating to pay.
- 10.2 There is no effect on an employee's pension if they take part in a salary sacrifice arrangement. Pension contributions will be based on the unreduced salary.

Childcare Vouchers

- 10.3 NOMS operates a childcare voucher salary sacrifice scheme which enables you to sacrifice a portion of your pay in return for the equivalent amount of childcare vouchers which can be used in full or part payment for childcare services. The sacrifice is made before tax and national insurance contributions are made so if you use the scheme you could make a saving on your childcare costs.

Eligibility

- 10.4 Eligibility to join the scheme is:
- the voucher must be used to obtain care for a child (or children):
 - below the expiry age (1 September after the child's 15th birthday or 1 September after the child's 16th birthday if s/he has a disability); **and**
 - who is a child or stepchild of the employee at whose expense, either in full or in part, the child is maintained, or is resident with the employee and for whom the employee has parental responsibility.
 - the vouchers can only be used to meet the costs of registered or approved childcare; **and**
 - the salary sacrifice should not take earnings below the Lower Earning Limit or the National Minimum Wage.
- 10.5 Full contact details of the scheme administrator and how to apply can be found on My Services.

Cycle to Work

- 10.6 As part of the Government's "Green Transport Plan" to promote healthier journeys to work, and to reduce environmental pollution, NOMS has joined the "Cycle to Work" scheme. This scheme allows employees to sacrifice a portion of their pay for **the hire of** a bicycle and cyclist's safety equipment for a period of 12 months, obtaining a tax and National Insurance saving.
- 10.7 Under the sacrifice scheme the individual may hire a bicycle and safety equipment from an approved local shop (a list of shops within the partnership scheme is available on the scheme administrator's website). The employee

may hire a bicycle and safety equipment to a maximum cost of £1000 plus VAT.

10.8 To join the scheme the following conditions must be met:

- you are a UK taxpayer;
- ownership of the equipment is not transferred to you during the hire period;
- you will use the equipment over 50% of the time for qualifying journeys (i.e. journeys made between your home and work place, or part of the journey (e.g. cycling from home to the train station to travel to work), or for journeys from one work place to another in connection with the performance of your duties);
- the equipment selected must be included under the tax exemption (**Annex B of NTS 16/2011 defines the equipment covered**);
- the salary sacrifice does not take your earnings, after the reduction is made in relation to the sacrifice, below the Lower Earnings Limit or National Minimum Wage; **and**
- you are a NOMS employee.

10.9 If at any time someone who is in the “Cycle to Work” salary sacrifice scheme ceases to be a NOMS employee, for what ever reason, they will be required to make a lump sum payment of the balance outstanding to exit the scheme. This will be taken from their NET pay, so will not attract tax or National Insurance savings. If on leaving the amount of NET pay is insufficient to clear the entire amount due, any outstanding balance would need to be repaid immediately.

10.10 Further information, and details on how to apply, can be found in Notice to Staff 16/2011 and on My Services.

11. Underpayments / Overpayments

Underpayments

- 11.1 Underpayments in salary can occur where there is an incorrect calculation of pay on promotion or progression; where an allowance is due in a specific role or specialism but has not yet been paid; or where an overtime claim or cover payment is outstanding.
- 11.2 Where you identify an underpayment in your salary and/or allowances, you should contact Shared Services immediately. Shared Services will endeavour to correct the error in time for the next month's pay, subject to technical limitations.

Overpayments

- 11.3 Where an error in salary and/or allowance(s) has been identified and the underlying reasons for the error confirmed, immediate action will be taken to ensure that future payments are made at the correct level.

Notification of an overpayment

- 11.4 Shared Services will contact you by E-Mail giving details of the reason for the overpayment and the date from which the correction of pay will be made.
- 11.5 Subsequently you will receive a letter from the Overpayments Team in Shared Services outlining the reason for the overpayment, the GROSS amount overpaid, and details of the proposed repayments and recovery period.
- 11.6 Copies of the initial E-Mail notification will also be sent to your Governor or Head of Group, HR Business Partner and/or line manager.

Representations

- 11.7 If you dispute the fact that an overpayment has occurred, you must send representations together with any supporting documentary evidence in writing to Shared Services within 15 working days of receiving the notification letter. Any representations received within the given timescale will be considered and, if necessary, investigated further.

Repayment Methods

- 11.8 You may repay the overpayment either as a lump sum by cheque or credit/debit card or through monthly deductions from salary.
- 11.9 If you wish to repay the overpayment in one lump sum by cheque or credit/debit card you should contact Shared Services who will arrange for a recalculation of the overpayment figure NET of tax and National Insurance. Shared Services will send you confirmation of the NET amount to be repaid and the payment process. Once payment has been received and cleared, your tax and National Insurance records will be amended.

- 11.10 If you wish to repay the amount by way of monthly deductions through payroll, recovery will normally be made over the same period that it accrued. However, the proposed monthly repayments must be realistic taking into account the impact on you, as well as the administrative costs for setting up and monitoring recoveries. Where the overpayment is a small amount accrued over an extended period of time, recovery may be proposed over a shorter period than that which the overpayment accrued.
- 11.11 Where you consider that the proposed recovery period will result in severe financial hardship, consideration may be given to extend the proposed repayment period. The repayments must, however, be the maximum affordable reasonable and realistic amount based on your monthly salary and/or time left in service.
- 11.12 In order for an alternative repayment schedule to be considered, details of your total monthly household NET income (i.e. all those who make a regular contribution including your spouse/partner) and essential expenditure, together with full up to date supporting documentation will be required. You should complete the Income and Expenditure Statement Form, which is available from the Overpayments Team in Shared Services (PO42).
- 11.13 Individual circumstances can change over time. Where your circumstances have changed prior to the overpayment being repaid in full, either you or NOMS can request a reassessment of the monthly repayment rate to ensure that it remains at the maximum affordable reasonable and realistic amount.

Setting up recovery

- 11.14 Once agreed, Shared Services will arrange for the repayments to be set up through payroll by way of monthly deductions from a specific date. You will be informed of the recovery details in writing.
- 11.15 Where it is discovered that a debt is owed to you, e.g. arrears of pay or allowances following a back dated change or promotion, NOMS will exercise its common law right to offset this against any outstanding overpayment. Due notice in writing will be given to you before this action is taken, confirming the amount which will be offset, and the outstanding balance to be recovered.
- 11.16 If recovery of an overpayment is ongoing and you are due to leave NOMS, you must contact Shared Services immediately. Shared Services will arrange to recover the outstanding amount from your last month's salary. However, if you are due to leave the Service, for what ever reason owing a balance on the overpayment, the balance may be offset from any lump sum gratuity owed to you. In these circumstances, please contact Shared Services immediately.

Appeals

- 11.17 An appeals process has been put in place for overpayment cases, which is overseen by an Independent Appeals Panel.
- 11.18 The Panel is chaired by a senior manager from the HR Directorate with a senior manager from Shared Services and an independent arbitration expert.

- 11.19 The Panel will examine all appeals, making recommendations on how NOMS should proceed with the outstanding overpayment.
- 11.20 Under the appeals process, you will be asked to make a written submission on your grounds for appeal (form PO41 available on My Services) which should be sent to the Overpayments Team in Shared Services with all relevant documentation. Shared Services will then confirm the date on which the Panel is to sit and consider the appeal. You may attend the hearing to make representations, and may be accompanied by a trade union representative or work colleague. The hearing will take place in a central location, and reasonable travel expenses should be met locally.
- 11.21 When considering an appeal, the Panel will take into account the following when deciding whether and to what extent an overpayment should be recovered:
- whether there is evidence that you, having queried your pay and/or allowances, were given a written assurance from a source that you would have reason to believe was authoritative, that the pay and/or allowances were correct;
 - whether you should have been aware that you were being overpaid; or should have queried or made more effort to query your level of pay and/or allowances; **and**
 - the individual circumstances of your case, such as any relevant personal circumstances, the nature and regularity of the payments, and/or the length of time since the overpayment started.
- 11.22 Following the Panel's recommendation, Shared Services will write to you within ten working days of the Panel sitting, confirming the outcome. Where necessary, Shared Services will provide a revised repayment plan.
- 11.23 In cases of appeals against overpayments, the Panel will replace the procedures set out in the Staff Grievances policy. There are no internal mechanisms open to employees to appeal against the recommendations made by the Panel. This does not impede your right to seek advice on taking an issue further through external avenues.
- 11.24 Full details of the policy and process in recovering overpayments can be found in PSI 4/2010 AI 3/2010.

The Assimilation Processes for Opt-in

Opt in Process

- A.1 **Once you have chosen to opt in to new terms and conditions, you cannot subsequently opt out.**
- A.2 There will be an annual process where you can opt in to new pay structures. This is likely to occur between April and July as part of the annual pay review process.
- A.3 You will be deemed as having opted in, if you:
- move on promotion (promotions through the Fair and Sustainable restructuring exercise will become effective from April 2013);
 - take a voluntary level transfer after April 2015 (at the earliest);
 - voluntarily apply for a vacancy for a role in a lower Band;
 - move to a role in a lower Band as a result of unsatisfactory performance, reasonable adjustment on disability grounds under the Equality Act 2010, or disciplinary action;
 - are on the redeployment register and accept an alternative post (in a lower Band).
- A.4 You will not be deemed as having opted in if you:
- are subject to a managed move (managed moves are internal appointments made outside of open and fair competition);
 - take a voluntary level transfer prior to April 2015;
 - are on the redeployment register and accept an alternative post (at your existing level) prior to April 2015.

Establishing Assimilation Salary (Base Pay)

- A.5 Should you choose or be deemed to opt-in to the new pay structure, your assimilation base pay will be calculated to a rate equivalent to a full time 37 hour week. The following calculation excludes any allowances or payments that are paid separately (except RHA).
- If you currently work a full time contractual 39 hour week, your pay will be proportionately reduced by 2 hours and uniformed grades (except those Officers appointed after October 2009) will have the 17% integral unsocial hours element removed to establish their assimilation salary. The two hours and unsocial working element (if applicable) will be paid as separate additions under the new pay structures.
 - If you currently work a full time contractual 36 hour week and are not in receipt of RHA either as a separate or inclusive part of your pay, you will have your pay proportionately increased by one hour to establish your assimilation salary for working a 37 hour week.
 - If you currently work a full time contractual 37 hour week and are not in receipt of RHA either as a separate or inclusive part of your pay, your current salary will be your assimilation salary.

- If you are a Manager G to E and Senior Manager D (from 22 July 2009), work a full time week, and are in receipt of RHA (i.e. in a qualifying role), the total of your salary plus RHA will be reduced by 15 percent to establish your assimilation salary. RHA will be paid as a separate addition at 15 percent of base pay for qualifying roles under new structures.
- If you are a Senior Manager D (from 22 July 2009) and currently work a full time week, and in receipt of RHA on a mark time basis (i.e. not in a qualifying role), RHA will be excluded from the base pay calculation. Your pay without the flat rate RHA value will be your assimilation base pay salary. However, if you are contracted to work 36 hours a week, then the base pay will be proportionately increased by one hour for working 37 hours to establish your new assimilation salary.
- If you are in a RHA qualifying role and currently work a full time week as a Senior Manager A, B, C or D (before 22 July 2009), your salary will be reduced by 15 percent to establish your assimilation salary. RHA will be paid as a separate addition at 15 percent of base pay for qualifying roles under the Band structures.
- If you are not in a RHA qualifying role and currently work a full time week as a Senior Manager A, B, C or D (before 22 July 2009), your salary will be reduced by the flat rate RHA value. This will be your assimilation salary unless you currently work a full time contractual 36 hour week, in which case this value will be proportionately increased by one hour for working 37 hours to establish your new assimilation salary.

A.6 For part time workers, your assimilation pay will be calculated on the basis of the full time equivalent. If you choose to continue to work less than 37 hours per week, your new pay will subsequently be proportioned to the applicable number of part time hours.

Pay on Assimilation

A.7 You will assimilate first to your applicable Band in the National pay zone. In addition, if you are working in the Outer or Inner London zones, you will be moved to the equivalent pay point (Bands 1 to 5) or position (Bands 6 to 11) of the appropriate pay zone.

- if your base pay is below the minimum of the new Band pay range, you will move to the new minimum.
- if your base pay falls between the minimum and maximum of the new Band pay range, you will either be placed on the nearest higher pay point above your assimilation base pay (Bands 2 to 5); **or** your assimilation base pay on an open pay range (Bands 6 – 11).
- if your base pay is above the pay range maximum, your salary will be restricted to the maximum. Pay protection will only apply in certain limited circumstances (Chapter 9).

Additional Committed Hours Paid at Single Time Pensionable Rate (ACHP)

A.8 The following closed grades will retain 39 hours pensionable pay (subject to working 39 hours) on a personal protected basis when they opt in to the Fair and Sustainable pay structures:

- Operational Support Grades (OSGs)
- Prison Officers (appointed before October 2009)
- Senior Officers
- Principal Officers
- those in Facilities and Services roles (where applicable).

A.9 The standard full time working week under Fair and Sustainable is 37 hours. All staff who worked a full time 39 hour week on old terms and conditions and who therefore retain the right to work 39 hours after opting in will be required to work the additional two hours as ACHP. The two Additional Committed Hours are pensionable (ACHP) and paid at the normal hourly rate (i.e. the rate is not increased by 20 percent as for ACH, please see paragraphs 3.38 to 3.49).

A.10 The following criteria will apply:

- The personal protected basis remains in effect until you move to another Band or a role in the same Band where ACHP is not worked.
- Staff who retain the right to work 39 hours cannot work the 2 hours over the standard 37 hour working week at standard ACH rate (i.e. at single non pensionable rate enhanced by 20 percent). They are only entitled to work those 2 hours as ACHP hours. Conversely, extra hours worked under ACH hours are not pensionable.
- If you are a part time worker (or become a part time worker) you will retain the right to work the two hours ACHP on a personal protected basis when you change from part time to full time.

A.11 As a transitional measure, the two hours ACHP will also apply on promotion (before 1 April 2015) from old terms and conditions to the new structure to a role where ACHP is applicable.

Assimilation on Promotion

A.12 The better outcome of the following two calculations will apply after your current pay has been adjusted to the base pay equivalent:

- i. You will assimilate to the applicable National Band for your current role and the promotion calculation will be applied from within the new structure; or
- ii You will be promoted directly to the applicable National Band for your promoted role (Chapter 7). The applicable percentage increase will be based on the difference between the Band you would have assimilated to, and the new promotion Band.

- If you are promoted to Bands 2 to 5, you will move to the next higher pay point (compared to your assimilation base pay) on the promotion Band pay range, with any applicable percentage underpin applied in accordance with the promotion rules (Chapter 7).
 - If you are promoted to Bands 6 to 11, the applicable promotion percentage will be applied to your base pay and you will be moved directly to the promotion Band.
- A.13 All assimilation on promotion is initially to the National pay zone. If your new role is in the Outer or Inner London zones, you will be placed on the equivalent pay point (Bands 2 to 5) or position (Bands 6 to 11) of the applicable Band zone pay range. Any applicable underpin value will not change. In very limited situations there may be certain cases that require a different approach to be taken due to the legacy pay structures. These will be considered on a case by case basis by Reward Policy in HQ.
- A.14 As a transitional measure, the two hours ACHP will also apply when you are promoted to a role where ACHP is applicable directly from old terms and conditions into the new structure before 1 April 2015.

Local Pay Allowances Compensation on Promotion

- A.15 Changes to location pay may impact you on promotion if you are at a site where either there is no longer any location element paid or where the value of this element is reduced. Until April 2015, you may be eligible for a compensation payment on promotion, either within your establishment or to an establishment with the same LPA rate and compensation value as your current site. The table below explains the rules that will apply. These payments are one off non consolidated and non pensionable lump sums. For staff working part time the payment will be paid on a pro rata basis. Payments will be subject to income tax and National Insurance contributions.
- A.16 The compensation values and applicable sites are shown in the table below:

LPA Compensation – accounting for moves within and between sites within the same rate of LPA

LPA Rate	Applicable Locations	Zones	Compensation	Rule
Rate 1 £4,250	Brixton Holloway Pentonville Wandsworth Wormwood Scrubs	Inner London	£900	The compensation will apply to promotions: <ul style="list-style-type: none"> • in situ at these sites; and • promotions within the locations listed (e.g. moving on promotion from Pentonville to Holloway)
Rate 2 £4,000	HQ Westminster	Inner London	£400	The compensation will only apply to promotions in situ at this site.
	Feltham	Outer London	£3,000	The compensation will apply to promotions in situ at this site.
	Huntercombe The Mount	National	£15,000	The compensation will apply to promotions: <ul style="list-style-type: none"> • in situ at these sites; and • promotions within the locations listed (e.g. moving on promotion from Huntercombe to The Mount)
Rate 3 £3,100	Belmarsh Bronzefield Downview Highdown Isis	Outer London	£1,200	The compensation will apply to promotions: <ul style="list-style-type: none"> • in situ at these sites; and • promotions within the locations listed (e.g. moving on promotion from Belmarsh to Isis)
	Send SE Regional Office Woking Coldingley	National	£11,000	The compensation will apply to promotions: <ul style="list-style-type: none"> • in situ at these sites; and • promotions within the locations listed (e.g. moving on promotion from Send to Coldingley)
Rate 4 £2,600	HQ Croydon	Outer London	£400	The compensation will apply to promotions in situ at this site.
	Aylesbury Bedford Bullingdon Bullwood Hall Chelmsford Grendon/Springhill Reading Woodhill	National	£9,000	The compensation will apply to promotions: <ul style="list-style-type: none"> • in situ at these sites; and • promotions within the locations listed (e.g. moving on promotion from Bullingdon to Woodhill)
Rate 5 £1,100	Lewes Winchester	National	£3,500	The compensation will apply to promotions: <ul style="list-style-type: none"> • in situ at these sites; and • promotions within the locations listed (e.g. moving on promotion from Lewes to Winchester)
Rate 6 £250	Bristol Littlehey Long Lartin Onley	National	£750	The compensation will apply to promotions: <ul style="list-style-type: none"> • in situ at these sites; and • promotions within the locations listed (e.g. moving on promotion from Bristol to Long Lartin)

Cover Pay

- A.17 If you remain on the closed pay structures, cover will be paid in accordance with the policy outlined in Chapter 6. The applicable cover percentage (Chapter 6) will be determined based on the difference between the Band you would assimilate to and the Band of the role that you are covering. The applicable percentage increase will be calculated from your current base pay (i.e. net of any inclusive unsocial element and additional hours over 37 per week).

Pay on Movement to a Lower Band

- A.18 For moves to a lower Band, the basic principles described in Chapter 8 will apply. Until 31 March 2013, the first of the following two calculations will apply. From April 2013, when the pay structures are fully implemented, the better outcome of the following two calculations will apply:
1. Your current base pay (i.e. net of any inclusive unsocial element and additional hours over 37 per week) will be adjusted down and you will be moved directly to the applicable National Band for the new role. The applicable percentage decrease will be based on the difference between the Band you would have assimilated to and the Band of the new role.
 2. Alternatively, from April 2013, you will assimilate to the applicable National Band for your current role and the calculation for movement to a lower Band will be applied from within the new structure.
 - If you move to Bands 2 to 5 and your reduced base pay falls between two pay points, you will be placed on the higher point, subject to the pay range minimum and maximum.
 - If you move to Bands 6 to 10, you will be placed within the new lower Band pay range on your reduced base pay, subject to the pay range minimum and maximum.
- A.19 All assimilation on moving to a lower Band is initially to the National pay zone. If your new role is in the Outer or Inner London zones, you will be placed on the equivalent pay point (Bands 2 to 5) or position (Bands 6 to 11) of the applicable Band area pay range.
- A.20 When you move to another role, you will be subject to that role's terms and conditions and the Band's applicable pay range. You should make yourself aware of any impact to your pay, pension and conditions before moving to a different role.

Return to NOMS from a Loan/Secondment

- A.21 When returning to NOMS following a loan/secondment you will return to the closed terms and conditions for your substantive grade. Your salary on return will be recalculated from the substantive salary at the date of leaving. An increase based on a notional 'Achieved' performance marking in the substantive pay range will be applied for each pay award that has been missed whilst out on loan. The rates used will be those appropriate for the year(s) that you were out on loan. You will have the annual option to opt-in to the new terms and conditions after you return.

Treatment of Allowances on Moving to New Structures

- A.22 If you choose to opt in, you will only have access to the allowances and payments available in the new structure, subject to the eligibility criteria outlined in this manual.

A.23 Mapping of Grades into Bands

F

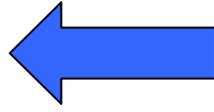
Band	←	Grades
Band 11	←	Senior Manager A Senior Manager B
Band 10	←	Senior Manager C Psychological Senior Manager D (Regional Psychologist)
Band 9	←	Senior Manager D
Band 8	←	Manager E Psychological Manager E
Band 7	←	Manager F Registered Psychologist (Manager F)
Band 6	←	Manager G
Band 5	←	Closed Principal Officer Trainee Psychologist Chaplains Payband 1 & 2
Band 4	←	Senior Officer Psychological Assistant Executive Officer Industrial Grade 1
Band 3	←	Closed Prison Officer Prison Officer 2 Psychological Assistant Administrative Officer Personal Secretaries Industrial Grade 3 Industrial Grade 2



Bands

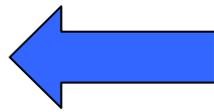
Grades

Band 2



Operational Support Grade
Administrative Assistant
Typist
Support Grade Band 2
Industrial Grade 4
Industrial Grade 5

Band 1



Cleaner

A.24 Band 1 to 5 Pay Ranges Effective 1 April 2012

Band	Zone	Hours	Pay Range Pay Points				
			1	2	3	4	5
Band 1	National	37	£13,100				
		37 incl 17% unsocial	£15,327				
		39 inc. ACHP & 17% unsocial	£16,035				
	Outer London	37	£15,600				
		37 incl 17% unsocial	£18,252				
		39 inc. ACHP & 17% unsocial	£19,095				
	Inner London	37	£16,900				
		37 incl 17% unsocial	£19,773				
		39 inc. ACHP & 17% unsocial	£20,687				
Band 2	National	37	£13,740	£14,150	£14,580	£15,325	
		37 incl 17% unsocial	£16,076	£16,556	£17,059	£17,930	
		39 inc. ACHP & 17% unsocial	£16,819	£17,321	£17,847	£18,758	
	Outer London	37	£15,980	£16,460	£16,960	£17,825	
		37 incl 17% unsocial	£18,697	£19,258	£19,843	£20,855	
		39 inc. ACHP & 17% unsocial	£19,561	£20,148	£20,760	£21,819	
	Inner London	37	£17,150	£17,660	£18,195	£19,125	
		37 incl 17% unsocial	£20,066	£20,662	£21,288	£22,376	
		39 inc. ACHP & 17% unsocial	£20,993	£21,617	£22,272	£23,410	
Band 3*	National	37	£16,000	£16,500	£17,000	£17,990	£19,030
		37 incl 17% unsocial	£18,720	£19,305	£19,890	£21,048	£22,265
		39 inc. ACHP & 17% unsocial	£19,585	£20,197	£20,809	£22,020	£23,294
	Outer London	37	£18,100	£18,670	£19,235	£20,355	£21,530
		37 incl 17% unsocial	£21,177	£21,844	£22,505	£23,815	£25,190
		39 inc. ACHP & 17% unsocial	£22,155	£22,853	£23,545	£24,915	£26,354
	Inner London	37	£19,195	£19,795	£20,395	£21,585	£22,830
		37 incl 17% unsocial	£22,458	£23,160	£23,862	£25,254	£26,711
		39 inc. ACHP & 17% unsocial	£23,496	£24,230	£24,964	£26,421	£27,945
Band 4	National	37	£19,000	£20,500	£21,700	£23,630	£24,290
		37 incl 17% unsocial	£22,230	£23,985	£25,389	£27,647	£28,419
		39 inc. ACHP & 17% unsocial	£23,257	£25,093	£26,562	£28,924	£29,732
	Outer London	37	£20,955	£22,610	£23,935	£26,060	£26,790
		37 incl 17% unsocial	£24,517	£26,454	£28,004	£30,490	£31,344
		39 inc. ACHP & 17% unsocial	£25,650	£27,676	£29,298	£31,899	£32,792
	Inner London	37	£21,970	£23,705	£25,095	£27,325	£28,090
		37 incl 17% unsocial	£25,705	£27,735	£29,361	£31,970	£32,865
		39 inc. ACHP & 17% unsocial	£26,893	£29,016	£30,717	£33,447	£34,383
Band 5	National	37	£24,250	£25,460	£26,100	£26,760	£27,435
		37 incl 17% unsocial	£28,373	£29,788	£30,537	£31,309	£32,099
		39 inc. ACHP & 17% unsocial	£29,684	£31,164	£31,948	£32,755	£33,582
	Outer London	37	£26,460	£27,780	£28,480	£29,200	£29,935
		37 incl 17% unsocial	£30,958	£32,503	£33,322	£34,164	£35,024
		39 inc. ACHP & 17% unsocial	£32,388	£34,005	£34,861	£35,742	£36,642
	Inner London	37	£27,605	£28,985	£29,715	£30,465	£31,235
		37 incl 17% unsocial	£32,298	£33,912	£34,767	£35,644	£36,545
		39 inc. ACHP & 17% unsocial	£33,790	£35,479	£36,373	£37,291	£38,233

37	this shows the base pay for the standard 37 hour week
37 incl 17% unsocial	this shows total pay for those in receipt of unsocial hours working
39 inc. ACHP & 17% unsocial	this shows total pay for those working the protected 39 hour pensionable pay and in receipt of unsocial hours working
*Band 3	Prison Officers at Band 3 can commit to work between 1-4 ACH on top of the basic 37 hour week. These hours are paid at an enhanced rate and are non pensionable. These are <u>not</u> the same as the x 2 protected pensionable hours (ACHP) paid to staff who opt in or are promoted from pre Fair & Sustainable 39 hour pay structures (prior to April 2015).

Band 6 to 11 Pay Ranges Effective 1 April 2012

Band	Zone	Hours	Pay Range	
			Min	Max
Band 6	National	37	£25,105	£32,755
		37 incl 15% RHA	£28,871	£37,668
	Outer London	37	£27,020	£35,255
		37 incl 15% RHA	£31,073	£40,543
	Inner London	37	£28,015	£36,555
		37 incl 15% RHA	£32,217	£42,038
Band 7	National	37	£29,685	£39,045
		37 incl 15% RHA	£34,138	£44,902
	Outer London	37	£31,585	£41,545
		37 incl 15% RHA	£36,323	£47,777
	Inner London	37	£32,575	£42,845
		37 incl 15% RHA	£37,461	£49,272
Band 8	National	37	£33,335	£46,100
		37 incl 15% RHA	£38,335	£53,015
	Outer London	37	£35,140	£48,600
		37 incl 15% RHA	£40,411	£55,890
	Inner London	37	£36,080	£49,900
		37 incl 15% RHA	£41,492	£57,385
Band 9	National	37	£44,545	£57,885
		37 incl 15% RHA	£51,227	£66,568
	Outer London	37	£46,470	£60,385
		37 incl 15% RHA	£53,441	£69,443
	Inner London	37	£47,470	£61,685
		37 incl 15% RHA	£54,591	£70,938
Band 10	National	37	£49,495	£65,000
		37 incl 15% RHA	£56,919	£74,750
	Outer London	37	£51,400	£67,500
		37 incl 15% RHA	£59,110	£77,625
	Inner London	37	£52,390	£68,800
		37 incl 15% RHA	£60,249	£79,120
Band 11	National	37	£57,930	£73,045
		37 incl 15% RHA	£66,620	£84,002
	Outer London	37	£59,910	£75,545
		37 incl 15% RHA	£68,897	£86,877
	Inner London	37	£60,940	£76,845
		37 incl 15% RHA	£70,081	£88,372
		37	this shows the base pay for the standard 37 hour week	
		37 incl 15% RHA	this shows total pay for those in receipt of Required Hours Addition	

Annex C**Allowance Rates and Bands**On Call

Weekday/Privilege Day	£9.00 per period of 12 hours or more
Weekends and Public Holidays	£25.00 per period of 24 hours or more or proportionately for periods of less than 24 hours
Hourly rate	(£1.04 per hour whilst on call outside of normal office hours).

Dirty Protest

Half day	£5.75 per period of up to four hours
Whole day	£11.50 per period of over four hours

Extraneous Duty Payment

One off lump sum payment	£5.75
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Tornado Payment

Officers who work additional hours under Operation Tornado are entitled to £18.40 per hour

Payment Plus

Payment for additional hours under Payment Plus is at the rate of £17 per hour

Overtime

Single time = basic annual salary ÷ 261 working days ÷ 7.4 daily hours
 Weekday time = Single time x 1.33
 Weekend time = Single time x 1.75

Glossary

ACH	Additional Committed Hours - payment made to those Officers in Band 3 who have chosen to work up to four additional hours a week above the full time 37, applied under Fair & Sustainable. The allowance is non-pensionable but paid at an enhanced rate
ACHP	Additional Committed Hours Pensionable - payment made to those grades under <i>closed</i> terms and conditions conditioned to work 39 hours a week. On assimilation to the terms of Fair & Sustainable, their working hours are reduced to 37, but retain the right to work two additional hours in excess of full time at a pensionable flat rate payment.
Agenda for Change	Single pay system in operation for NHS staff directly employed on NOMS terms and conditions.
Attachment of Earnings	Legal process in civil litigation by which an employee's wages or other earnings are taken to pay for a debt direct from payroll.
BACS	Bankers' Automated Clearing Services - the electronic processing of financial transactions (i.e. an employee's salary is made using this system direct to a specified bank account).
Bands	Under Fair and Sustainable there are 11 Bands covering all staff groups. Every role in NOMS is evaluated to produce a Job Evaluation Scheme (JES) score, which then places each role into the appropriate Band. Each Band has three associated base pay ranges covering, National, Outer London and Inner London zones.
Base Pay	Pay that does not include (either as a separate or integral element) any additional payments such as allowances, unsocial elements, or additional hours over 37 per week.
Childcare Vouchers	The scheme allows staff to sacrifice a portion of their salary per month in tax and national insurance-free childcare vouchers, which they can use to pay for registered or approved childcare for children up to the age of 15 (or 16 if they have a disability).
C&R	Control and Restraint - The 'use of force' as a last resort to manage, violent, refractory or disturbed behaviour by prisoners.

Cycle to Work Scheme	Introduced under the Government “Green Transport Plan” to promote healthier journeys to work and to reduce environmental pollution. The scheme allows employees to sacrifice a portion of their pay to rent/loan a bicycle and safety equipment.
Detached Duty	A transfer on temporary terms to another establishment or to a HQ building lasting up to a maximum of 24 months. At the end of the detached duty period, the individual will return to their permanent base.
Employee File	Individual personnel files retained by Phoenix Archive Services which hold all paperwork relating to recruitment, pay, promotion, sick and disciplinary action.
Equality Act 2010	The Equality Act 2010 aims to protect disabled people and prevent disability discrimination. This replaces the Disability Discrimination Act (DDA).
Facilities and Services	Roles formerly identified as Industrial and Agricultural.
Fair & Sustainable (F&S)	The new pay structures implemented under the Government’s ‘Competition Strategy for Offender Services’ to ensure competitiveness within the employment market, and for long term affordability.
FWH	Flexible Working Hours allows for flexibility in the hours of attendance, provided that work needs are met efficiently and effectively
Gold Command	The role of Gold Command is to offer an objective oversight of an incident to the Silver Commander and to provide assistance to those on the ground such as the deployment of national resources from the National Dogs and Tactical Support Group or the National Tactical Response Group and to brief senior colleagues in NOMS, MOJ and Ministers about how we are managing a particular incident at an establishment.
GROSS	The amount of pay due before the deduction of tax, National Insurance and any other voluntary or compulsory deductions.
HMRC	Her Majesty’s Revenue and Customs – set the level of tax paid by an individual, and the amount to be repaid under the rules of a “student loan”.
Inner London Zone	Determined by the Office of National Statistics and based on the London Boroughs of Camden, Greenwich, Hackney, Hammersmith and Fulham, Islington, Royal Borough of Kensington and Chelsea, Lambeth, Lewisham, Southwark, Tower Hamlets, Wandsworth and Westminster.

Job Evaluation Scheme (JES)	Process applied in placing roles at the correct level within the 11 Bands under F&S. Under JES the job description for each role is scored under certain criteria and the final score dictates which Band the role comes under.
Lower Earnings Limit	Set each tax year by the Government, the amount of earnings which allow an employee to qualify for certain state benefits (such as qualifying years for basic state pension).
LPA	Local Pay Allowance – paid to those under <i>closed</i> terms and conditions working at a specific establishment to be competitive in the labour market.
Mark Time	Method of retaining a higher salary or allowance after being managed moved from a post. The value retained on mark time is eroded through any increases in pay or reoccurring allowances.
Market Supplement	An additional payment made separately from base pay to ensure that the total reward package offered by NOMS is competitive with the employee market in relation to the recruitment of specialist/professional roles.
My Services	Phoenix Website providing details for managers and employees on the policy and processes of HR, Pay, Expenses, Procurement. Includes a database of all forms for the above functions.
National Minimum Wage	Minimum amount per hour that most workers in the UK are entitled to be paid.
NET	The amount of pay due to an employee after the deduction of tax, National Insurance and any voluntary or compulsory deductions.
Open Pay Range	A pay range without any pay points between the minima and maxima of the Band (applies to Bands 6 to 11 under F&S).
Operation Tornado	Deployment of operational staff to an incident at an establishment, as directed by the Gold Commander.
Oracle	The Phoenix IT system used by Shared Services for all HR functions, which interfaces with the payroll and pension systems. Staff and management have limited access to this system through “Phoenix self service”.
Outer London Zone	The remaining London Boroughs not identified as within Inner London (see above).
National Zone PSI 28/2012 – AI 07/2012	All other areas of England and Wales not identified as UNCLASSIFIED ISSUE DATE 02/08/2012

being within the Inner and Outer London zones.

National Operations Unit	Team of operational staff based in Headquarters who coordinate incident management across the prison estate and ensures that the Gold Command Suite is kept running.
Office of National Statistics	Government Department charged with the collection and publication of statistics related to the economy, population and society of the United Kingdom at national and local levels.
P45	Form provided by your previous employer, providing details of your National Insurance Number, tax code, PAYE reference number, leaving date, your earnings in that tax year and how much tax has been deducted from your earnings to pass onto your new employer.
P46	Where a P45 is not available, new employees will be asked to complete a P46 providing details which would allow the new employer set then up on payroll and apply to HMRC for an emergency tax code.
P60	Form providing a summary of your pay and the tax in the tax year. Your employer should supply you with a P60 soon after the end of each tax year. This must be retained by the employee for tax record purposes.
Part Year Working	Agreement made between individual members of staff and their line management to work a non standard work pattern (e.g. working school term time), and their pay is pro-rata on a 12 month basis, or paid for the periods actually worked.
PAYE	Pay As You Earn – process for the deduction of tax on salary or payments. The amount of tax deducted is dependent on the tax code the individual is given by HMRC.
Payment Plus	Payment made to those who undertake a bedwatch, constant observation, Category A prisoner escort and staff working in a newly built accommodation while staff are being recruited.
Pay Point	The pay steps between and including the minima and maxima of the pay range (applies to Bands 2 to 5 under F&S).
Pay Protection	Where an individual is moved to an alternative post in the same or lower Band, either through redeployment procedures or on disability grounds, and their salary is reduced or an allowance lost, the difference in salary or allowance may be protected (retained) for a maximum of two years. The protected value is reduced by any increases in pay or recurring allowances.

Pay Range	Range between the minima and maxima of base pay under each Band for a 37 hour working week. Each Band has associated pay ranges covering National, Outer London and Inner London zones.
Phoenix Self Service	Intranet service that allows managers and staff to input personnel information which interfaces to the Oracle database and payroll database (e.g. sick leave, SPDR markings, claiming and authorisation of expenses and setting up allowances/payments (including overtime) through payroll).
PO41	Application form used under the overpayments process to appeal against the amount to be repaid. The form is available on My Services.
PO42	Personal income and expenditure form used in the overpayments process to negotiate the level of monthly repayments. The form is available on My Service.
POELT	Prison Officer Entry Level Training – initial training course for all of those who apply to become a Prison Officer which must be successfully completed before taking up duty.
Pro-rata Pay	Proportional calculation of pay for those working a non-standard week (part time and part year workers), based on the reduced hours the individual works.
PSPRB	Prison Service Pay Review Body - provides independent advice and recommendations to the Government on the remuneration of governing governors and operational managers, and uniformed members of staff.
Reoccurring Allowances	An ongoing allowance paid in a role or to an individual while they continue to meet the set criteria.
Reward Policy Team	Based in Headquarters the Team deal with all pay policy issues, pay progression evidence and negotiations, and consider exceptional pay cases.
RHA	Required Hours Addition – allowance considered for roles in Bands 6 to 11 that require the incumbent to regularly work unsociable and unpredictable hours.
RRP	Recruitment Retention Premia – an additional lump sum or 12 month payment made to ensure the reward package offered is competitive to recruit and retain individuals in non-professional/non-specialist roles.

Salary Sacrifice Scheme	A salary sacrifice happens when an employee gives up the right to part of their salary due under his or her contract of employment. Usually, the sacrifice is made in return for the employer's agreement to provide the employee with some form of non-pay benefit.
Shared Services Contact Centre	Initial contact point for employees and management who have a general or personal pay related query.
SPDR	Staff Performance and Development Record – annual staff appraisal based on their performance over the previous 12 months, which is taken into account when calculating an individual's level of annual pay progression.
Student Loan Company	Student loans and grants are provided by the Government through the Student Loans Company (SLC) , which is a non-departmental public body.
TOIL	Time Off In Lieu – additional time claimed in respect of any hours worked in excess of weekly working hours, which cannot be covered effectively by other means.
Travel Time	Payment made for travelling to your permanent station in conjunction with undertaking overtime on a day the individual is not scheduled to work.
Underpin	A one off lump sum amount paid to those on promotion where the increase in base pay does not equal 5, 10 or 15% (depending on the number of higher Bands promoted into). The amount is based on the time between the date of promotion and the end of that financial year.
Unsocial Working Hours	A reoccurring allowance paid to those in Bands 2 to 5 who are required to work unsocial hours due to rostered shifts.
Work Life Balance	The concept of work-life balance is based on the notion that paid work and personal life should be seen less as competing priorities than as complementary elements of a full life.