



The Assembly Members (Salaries and Expenses) (Amendment) Determination (Northern Ireland) 2020



Northern Ireland
Assembly

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In exercise of the powers conferred by resolution of the Assembly on 30th June 2020, the Northern Ireland Assembly Commission makes the following Determination:

Citation, commencement and interpretation

- (1) This Determination may be cited as the Assembly Members (Salaries and Expenses) (Amendment) Determination (Northern Ireland) 2020 and shall come into operation on 27th August 2020.
- (2) In this Determination, “the 2016 Determination” means the Assembly Members (Salaries and Expenses) Determination (Northern Ireland) 2016.

Amendment of the 2016 Determination

- (3) The 2016 Determination shall be amended as provided by paragraphs 4 to 32 of this Determination.

Retrospection

- (4) The amendments to the 2016 Determination shall have effect as follows—
 - (a) Paragraph 10 shall have effect from 6th August 2016; and
 - (b) Paragraphs 5 to 9 and paragraphs 11 to 32 shall have effect from 1st April 2020.

Purposes

- (5) In paragraph 6(2)(c) of the 2016 Determination, for “other political activities.” substitute “party political activities including assisting election campaigning.”.

Limit on constituency offices

- (6) In paragraph 7 of the 2016 Determination, omit sub-paragraph (2).

Payments outside the European Union

- (7) Omit paragraph 10 of the 2016 Determination.

Rates

- (8) In paragraph 12 of the 2016 Determination—
 - (a) At the end of sub-paragraph (1) insert “Subject to sub-paragraph (2), the maximum rates expense recoverable will be the rates charge for the office for the year.”
 - (b) For sub-paragraph (2) substitute “Where a lease agreement is entered into by a member and the rental payments for a year that are due under the lease are in excess of the maximum expense recoverable under paragraph 11, the maximum rates

expense recoverable under this paragraph will be calculated in accordance with the formula set out at sub-paragraph (3).”.

(c) After sub-paragraph (2) insert—

“(3) The formula is-

(Rates charge for the office x maximum expense recoverable)

Rental payments due under the lease

(4) In this paragraph, “maximum expense recoverable” has the meaning given by paragraph 11.”.

Contact details

(9) In paragraph 13 of the 2016 Determination, omit sub-paragraph (7).

Signage conditions

(10) In paragraph 14 of the 2016 Determination—

(a) After sub-paragraph 4(c) insert—

“(d) the telephone number and email address of the office and/or the member,”;

(b) In sub-paragraph (7), for “party political posters” substitute “materials that encourage the public to vote for any candidate or for any political party”; and

(c) Omit sub-paragraph (8).

(11) In paragraph 27 of the 2016 Determination, for sub-paragraph (3), substitute—

“The member is only entitled to the allowance if the conditions set out in paragraph 14 (signage) in respect of expenses, are satisfied in relation to the office.”

Shared Offices

(12) In paragraph 15 of the 2016 Determination—

(a) For sub-paragraph 1(b) substitute “B is a member or a member of either House of Parliament.”; and

(b) For sub-paragraph 2(c)(ii) substitute “B is a member or a member of either House of Parliament.”.

Constituency office operating expenses

(13) In paragraph 16 of the 2016 Determination—

(a) In sub-paragraph (2) for “£4,900” substitute “£7,000”;

(b) For sub-paragraph (3) substitute—

“Expenses recoverable under this paragraph include (without limitation) the costs of—

(a) utility, telephone/mobile phone and internet expenses,

- (b) legal advice associated with the lease of the constituency office,
 - (c) office furniture, office stationery, office equipment and associated maintenance costs,
 - (d) IT consumables, software packages including casework software, anti-virus software and data storage devices or cloud-based accounts,
 - (e) office cleaning,
 - (f) registration with the Information Commissioner's Office,
 - (g) signage,
 - (h) insurance,
 - (i) health and safety measures,
 - (j) adjustments to the constituency office for persons with a disability that are not covered under the terms of the lease,
 - (k) security measures,
 - (l) fire protection measures,
 - (m) statutory charges, water rates, or other levies,
 - (n) hiring or renting accommodation in the member's constituency for the purpose of holding satellite surgeries,
 - (o) advertising factual information relating to contact details and times of opening for the constituency office or in relation to the holding of satellite surgeries,
 - (p) purchase of a television licence solely for the constituency office, and
 - (q) newspapers and periodicals (either printed or electronic)."; and
- (c) Omit sub-paragraph (4).

Establishment and refurbishment of constituency offices

(14) In paragraph 17 of the 2016 Determination—

- (a) In sub-paragraph (1), for the words following “constituency office” substitute “and refurbishing or maintaining a constituency office in accordance with this paragraph.”;
- (b) In sub-paragraph (2) for “£2,000” substitute “£4,000”; and
- (c) After sub-paragraph (2) insert—
 - “(2A) Expenses recoverable under this paragraph include (without limitation) the costs of—
 - (a) purchasing equipment,
 - (b) maintenance,
 - (c) health and safety measures,
 - (d) adjustments to the constituency office for persons with a disability that are not covered under the terms of the lease,
 - (e) security measures, and

(f) fire protection measures.”.

Mobile Phone Expenses

(15) Omit paragraph 18 of the 2016 Determination.

Sundry expenses

(16) In paragraph 22 of the 2016 Determination, omit sub-paragraph (3).

Parliamentary Travel

(17) After paragraph 26 of the 2016 Determination insert—

“Incidental costs of Parliamentary Travel

26A. Nothing in this Determination prevents a member from recovering the incidental costs of parliamentary travel in accordance with any scheme made by the Commission.”.

Categories of staff costs

(18) In paragraph 32 of the 2016 Determination, in sub-paragraph (2)—

(a) For “three categories” substitute “four categories”; and

(b) After “ancillary staff costs” insert—

“, and

(d) category 4: replacement staff costs.”.

General criteria for staff costs

(19) In paragraph 33 of the 2016 Determination—

(a) At the end of sub-paragraph (3) insert “or engaged on a temporary basis via a temporary work agency”;

(b) Omit sub-paragraph (5); and

(c) Omit sub-paragraph (8).

Employment of connected persons

(20) In paragraph 34 of the 2016 Determination—

(a) In sub-paragraph (1), between “employment” and “of” insert “or the engagement via a temporary work agency”;

(b) In sub-paragraph (2), for the words after “staff costs” substitute “under any category in respect of the employment or the engagement via a temporary work agency of more than one connected person.”;

(c) In sub-paragraph (3), after “employment” insert “or the engagement via a temporary work agency”; and

- (d) In sub-paragraph (5), after “employee” insert “or engages an agency worker via a temporary work agency”.

Employment of associated persons

(21) In paragraph 35 of the 2016 Determination—

- (a) In sub-paragraph (1), between “employment” and “of” insert “or the engagement via a temporary work agency”; and
- (b) In sub-paragraph (2), after “employment” insert “or the engagement via a temporary work agency”.

Agency workers

(22) After paragraph 35 of the 2016 Determination insert—

“Engagement of Temporary Agency Workers

35A. A member may engage the services of a temporary work agency to source and supply a temporary agency worker.”

Annual staff costs cap

(23) For paragraph 36 of the 2016 Determination substitute—

“36. (1) Subject to sub-paragraph (2), the maximum cost payable for category 1 costs is £80,000 per year.

- (2) The maximum cost payable for category 1 costs shall be increased or decreased each year by the same percentage increase or decrease applied to salaries paid to staff employed by the Commission in the previous year.”

Category 1: staff salaries general

(24) For paragraph 37 of the 2016 Determination—

(a) After “staff salaries” in the paragraph heading insert “general”;

(b) In sub-paragraph (1), for the words after “including” substitute—

“(a) contractual maternity pay, statutory maternity pay, contractual paternity pay, statutory paternity pay, contractual adoption pay and statutory adoption pay (including statutory shared parental pay),

(b) contractual sick pay, statutory sick pay,

(c) payments made to a temporary work agency in respect of the salary of an agency worker, and

(d) staff costs associated with home working arrangements, such as the tax-free homeworking allowance.”; and

(c) In sub-paragraph (3), after the words “sole signatories” insert—

“, or

(c) operated by or on behalf of a temporary work agency.”.

Category 1: staff salaries

(25) For paragraph 38 of the 2016 Determination—

(a) Omit “for Grade 1 staff” from the paragraph heading; and

(b) substitute—

“38. (1) This paragraph sets out the amount the Commission will pay in respect of salary for employees or agency workers engaged via a temporary work agency.

(2) In each year, employees or agency workers engaged via a temporary work agency will be paid the salary set out in Table 4.

(3) From 1 April 2020, an employee’s salary or the salary for an agency worker engaged via a temporary work agency will be the first Pay Point on the salary scale set out in Table 4 for that employee’s or that agency worker’s Grade.

Table 4 – Staff salaries

Salary with effect from 1 April 2020

Grade	Pay Point	Annual Salary £	Hourly rate £
Grade 1	1	23,490	12.21
Grade 1	2	24,960	12.97
Grade 2	1	29,400	15.28
Grade 2	2	30,420	15.81
Grade 3	1	36,100	18.76
Grade 3	2	37,180	19.32

“.

Category 1: Pay on appointment and review

(26) For paragraph 39 of the 2016 Determination—

(a) In the paragraph heading, for the words after “salaries” substitute “commencement and review”; and

(b) substitute—

“39.(1) Upon appointment, an employee or an agency worker engaged via a temporary work agency will be paid the salary set out at Pay Point 1 in Table 4 for the relevant Grade. Where an employee (but not an agency worker engaged via a temporary work agency) has ended a period of employment with another member (A) within 3 months of being employed by a member (B), that member may choose to pay the employee at the same Pay Point as they were paid by member A.

(2) Subject to satisfactory performance of duties, on 1 April 2021 and in each year thereafter and only after 7 months’ service (i.e. the employee or an agency worker engaged via a temporary work agency must have been employed or engaged by the member before 1 September in the preceding calendar year),

the member may move an employee or an agency worker engaged via a temporary work agency from Pay Point 1 to Pay Point 2 on the salary scale in Table 4 for that Grade.

- (3) No employee may be paid more than the maximum point in the salary scale set out in Table 4.
- (4) Where an increase in salary under sub-paragraph (2) would result in the total cost payable for category 1 exceeding the limit set out in paragraph 36 in a year, the member may elect not to increase the salary of all employees or agency workers engaged via a temporary work agency, notwithstanding that the employees or agency workers engaged via a temporary work agency have satisfactorily performed their duties.
- (5) The figures for annual salary in Table 4 will be amended annually on 1 April each year commencing on 1 April 2021 by the same percentage increase or decrease applied to salaries paid to staff employed by the Commission in the previous year.”.

Category 2: other capped staff costs

(27) For paragraph 40 of the 2016 Determination substitute—

- “40.(1) Category 2 costs are comprised of staff training costs, staff recruitment costs and staff travel costs.
- (2) Category 2 costs (save for staff travel costs) must be paid by the member and may then be recovered by the member from the Commission.
 - (3) The maximum staff training cost recoverable is £1,500 per year.
 - (4) The maximum staff recruitment cost recoverable is £500 per recruitment.
 - (5) A member may recover the cost of staff undertaking travel that is wholly, exclusively and necessarily incurred in assisting the member to carry out their functions as a member including travel on constituency business, travel to and from Parliament Buildings and travel to attend training events approved by the member. Where the travel costs are incurred through travel in a privately owned vehicle, the employee or agency worker engaged via a temporary work agency will be reimbursed at a rate approved by HMRC. The maximum amount that may be recovered by a member each year is set out in Table 5.

Table 5 – Staff Travel Allowances

Constituency	Staff Travel Allowance
Belfast East	£240
Belfast North	£240
Belfast South	£240
Belfast West	£240
North Down	£320
Strangford	£500
Lagan Valley	£630
South Antrim	£700
Upper Bann	£940
East Antrim	£1,030
South Down	£1,090
North Antrim	£1,330
Mid Ulster	£1,450
Newry and Armagh	£1,450
East Londonderry	£1,670
Foyle	£1,710
West Tyrone	£1,980
Fermanagh and South Tyrone	£2,040

“

Category 3: ancillary staff costs

(28) In paragraph 41 of the 2016 Determination—

(a) in sub-paragraph 1(b) for “5%” substitute “10%”;

(b) for sub-paragraph 1(d) substitute—

“(d) temporary work agency fees and charges associated with the engagement of agency workers via a temporary work agency, and”; and

(c) Omit sub-paragraph (3).

Replacement staff costs

(29) After paragraph 41 of the 2016 Determination insert—

“Category 4: replacement staff costs

41A. (1) Category 4 costs are comprised of the costs that a member incurs in temporarily employing a person to replace an employee where –

(a) the employee is absent from work for a continuous period of at least four weeks by reason of illness, maternity leave, paternity leave or adoption leave,

(b) that employee continues during that period to be paid a salary recoverable under paragraph 37.

- (2) Category 4 costs are to be paid directly by the Commission, rather than being paid by the member and recovered from the Commission.
- (3) Replacement employees must be appointed on merit after having been identified by a fair and open competition or engaged via a temporary work agency and must be employed or engaged at Pay Point 1 in Table 4 for the Grade of employee they are replacing.”.

Transitional provisions

- (30) Omit paragraph 42 of the 2016 Determination.

Interpretation

- (31) In paragraph 47(2) of the 2016 Determination, after “Determination”, insert—
““agency worker” and “temporary work agency” have the same meaning as in the Agency Workers Regulations (Northern Ireland) 2011,”.

Contract of Employment

- (32) The Schedule to the 2016 Determination is amended as follows—

- (a) For sub-paragraph 3.1 substitute—

“3.1 [No employment with a previous employer counts as part of a period of continuous employment.]

or

[Previous employment with (*insert name of previous employing member*) forms part of a continuous period of employment which began on (*insert date*)]¹, for the purpose of determining eligibility to contractual sick pay, and contractual maternity, paternity and adoption pay only. All statutory payments and entitlements will be determined by the statutory provisions in force in Northern Ireland at the time.”

- (b) For sub-paragraph 9.2 substitute—

“9.2 The 28 days of leave to which you are entitled is exclusive of the customary holidays set out at sub-paragraph 9.4.”;

- (c) For sub-paragraph 10.5 substitute—

“10.5 When you are unable to attend work due to sickness, your employer will pay Statutory Sick Pay (SSP) provided that you satisfy the rules governing this payment. Employers are required to pay SSP for days which form a period of incapacity for work (PIW) for a maximum of 28 weeks (140 days).”;

- (d) After sub-paragraph 10.5 insert—

“10.6 Your employer has a Contractual Sick Pay (CSP) Scheme which is payable in

¹ The Member should delete whichever statement in relation to continuous employment within the brackets does not apply

addition to SSP. CSP will be paid providing that:

- (a) you comply with the conditions for notifying absences and providing evidence of incapacity set out above; and
- (b) taking account of all the facts of your case including medical advice, your employer is satisfied that there is a reasonable prospect of recovery and return to work.

10.7 CSP is calculated on rolling periods. Calculation begins on the first day of absence from work, and is calculated on the basis of a seven-day week. This means that the absence will be recorded as having ended on the day prior to resumption of duty, for example, if you return to work on Monday, your absence will be recorded as having ended on Sunday. Periods of absence occurring at intervals will be treated as cumulative.

10.8 CSP will be not more than 6 months (183 days) full pay during any 12-month period. Thereafter half pay will be paid, subject to a maximum of 12 months (365 days) paid sick absence in any 4-year period. Paid sick absence refers to full and/or half pay CSP.”;

(e) Paragraph 11 shall be retitled “Maternity, Paternity, Adoption, Shared Parental Leave and Pay”;

(f) In sub-paragraph 11.1, after “to” insert “statutory”;

(g) After sub-paragraph 11.1 insert—

“Maternity Leave and Pay

11.2 You have a right to maternity leave. To avail of the right you must satisfy the conditions set out at sub-paragraph 11.3.

11.3 The conditions are that—

- (a) no later than the end of the 15th week before your expected week of childbirth (EWC), or as soon as reasonably practicable thereafter, you have notified your employer that you are pregnant and provided confirmation of the pregnancy (for example, maternity certificate MAT B1);
- (b) you have informed your employer that you want to take maternity leave;
- (c) you have informed your employer of the week your baby is expected to be born;
- (d) you have informed your employer of the date when you want your maternity leave to start (which must be not less than 11 weeks before the EWC); and
- (e) you are still pregnant at the start of the 16th week before your EWC, or have given birth to a living child before that date.

11.4 If you meet the conditions set out in sub-paragraph 11.3, your employer will write to you confirming your expected date of return to work following the period of maternity leave to which you are entitled.

11.5 You will be entitled to contractual maternity pay if you satisfy the conditions set out in sub-paragraph 11.3 and you also satisfy the additional conditions set out at sub-paragraph 11.6.

11.6 The additional conditions are—

- (a) you inform your employer that you intend to return to work after the birth of your child, and you agree to repay any contractual maternity payment made during that period if you fail to return and complete at least one calendar month's service on your return (any repayment will exclude the statutory maternity pay (SMP) to which you are entitled);
- (b) you were in paid service with your employer (Member A) on the date your maternity leave began;
- (c) on the date your maternity leave began:
 - (i) you had been in paid service with Member A for a period of at least one year (which period need not be continuous); or
 - (ii) you had been in paid service with Member A and another Member (Member B) for a total period of at least one year, and the service with Member B ended not more than 3 months before the service with Member A began;
- (d) you are not employed on a temporary basis;
- (e) you are not employed on a fixed-term contract for less than two years; and
- (f) you are not employed on a fixed term contract of more than two years, the unexpired period of which will not permit you to return to work for your employer after your maternity leave period finishes.

11.7 If you meet the qualifying conditions for the contractual maternity arrangements you will be entitled to 52 weeks' maternity leave. Contractual maternity pay is your full contractual rate of pay for the first 18 weeks of maternity leave. Where you qualify for both contractual maternity pay and SMP, contractual maternity pay will count towards your employer's obligation to pay SMP.

11.8. After 18 weeks of contractual maternity pay, you will receive SMP in accordance with sub-paragraph 11.1 for the remainder of your maternity leave period.

Paternity Leave and Pay (including Adoption)

11.9 If you:

- (a) have or expect to have responsibility for your child's (or adopted child's) upbringing, and
- (b) are the biological father of the child or the mother's husband or partner, or an adopter's husband or partner,

you will be granted 10 days' (i.e. equivalent to two of your working weeks) paternity leave at the full contractual rate of pay, irrespective of the length of time you have served with your employer.

11.10 The leave is not restricted to the time of the birth, but can be taken within 56 days of either the actual date of the birth, or the expected week of childbirth if the child is born early, or within 56 days of the child's placement in the case of an approved adoption.

Adoption Leave and Pay

11.11 You have a right to adoption leave. To avail of the right you must satisfy the conditions set out at sub-paragraph 11.12. Where a couple is adopting jointly, only one member of that couple may claim adoption leave. The other member of the couple, or partner of an individual who adopts, may be entitled to paternity leave and pay.

11.12 The conditions are that—

- (a) you must inform your employer within seven days of being notified by the adoption agency that you have been matched with a child for adoption. This must be evidenced in the form of a “matching certificate”;
- (b) you have informed your employer that you intend to take adoption leave;
- (c) you must inform your employer of the date that the child is expected to be placed for adoption with you; and
- (d) you must inform your employer when you want the adoption leave to start (no sooner than 14 days before the placement).

11.13 If you meet the conditions set out in sub-paragraph 11.12, your employer will write to you confirming your expected date of return to work following the period of adoption leave. Once the child is placed, you should contact your employer as soon as practicable notifying them of the exact placement date.

11.14 You will be entitled to contractual adoption pay if you satisfy the conditions set out in sub-paragraph 11.12 and you also satisfy the additional conditions set out at sub-paragraph 11.15.

11.15 The additional conditions are—

- (a) you inform your employer that you intend to return to work after the period of adoption leave and that you agree to repay any contractual adoption payment made during that period if you fail to return and complete at least one calendar month’s service on your return (any repayment will exclude the statutory adoption pay (SAP) to which you were entitled);
- (b) you were in paid service with your employer (Member A) on the date your adoption leave began;
- (c) on the date your adoption leave began:
 - (i) you had been in paid service with Member A for a period of at least one year (which period need not be continuous); or
 - (ii) you had been in paid service with Member A and another Member (Member B) for a total period of at least one year, and the service with Member B ended not more than 3 months before the service with Member A began;
- (d) you are not employed on a temporary basis;
- (e) you are not employed on a fixed-term contract for less than two years; and
- (f) you are not employed on a fixed term contract of more than two years, the unexpired period of which will not permit you to return to work for your employer after your adoption leave period finishes.

11.16 If you meet the qualifying conditions for the contractual adoption arrangements

you will be entitled to 52 weeks' adoption leave. Contractual adoption pay is your full contractual rate of pay for the first 18 weeks of adoption leave. Where you qualify for both contractual adoption pay and SAP, contractual adoption pay will count towards your employer's obligation to pay SAP.

11.17 After 18 weeks of contractual adoption pay, you will receive SAP in accordance with sub-paragraph 11.1 for the remainder of your adoption leave period.”;

(h) In sub-paragraph 12.2, for “5%” substitute “10%”; and

(i) After paragraph 17 insert—

“18. Probation

18.1 A probationary period of 6 months will generally apply to your employment. If you are employed on a fixed-term or temporary basis, different arrangements may be put in place, for example, a shorter probationary period.”.