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Paying Back Training Fees

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We first covered this subject in 2012 but due to the regularity of telephone calls to the Helpline on this subject, we have decided to cover this again.

We are asked by veterinary nurses if it is correct that their practices have requested them to pay back their training course fees if they decide to leave their practice due to not enough training opportunities or because they are not happy in the practice or they have been offered roles elsewhere.

Many practices include a Training Pay Back clause within their contracts. This clause allows for the Practice to ask for your agreement to reimburse them any training course fees they have paid on your behalf should you decide to hand in your notice and leave within a set timeframe. If you are requested to agree to a Training Pay Back clause, read through it carefully and make sure that you are fully aware of your obligations to the practice

Employers should provide these within the first month of employment. It is important when offered any job that the terms and conditions of employment are clearly laid out. These can take the form of a contract or a letter. They may refer to a handbook containing the policies and procedures of the Practice, in which case the handbook should accompany the contract

When you receive your contract you should always read it carefully to check what is expected of you and what the Practice's policies are. If it is not clear how much you would be required to pay back, ask for clarification.

Some practices may ask you to sign a separate Pay Back form, which should detail the course you are undertaking and the cost. It should also set out what your obligation is to pay this back. Most are done on a sliding scale for example:

Training Pay Back Form				
	100% of the course fee	75% of the course fee	50% of the course fee	25% of the course fee
6 months	£100			
12 months		£75		
18 months			£50	
24 months				£25

In the event of ...(*employee name*)... leaving ...[*practice name*]... before ... (*date*)... I agree to pay back the cost of my training based on the sliding scale above.

Employee Signature:

Date:

Practice Manager's Signature:

Date:

If you do not agree with the cost, length of the payback etc, you must raise this as an issue before you sign your agreement to it. We have had many BVNA members advise us that they are required to repay Training Fees, cost of a replacement nurse covering their time at college and their own wages. In the first instance verbally discuss this with your Head Nurse or Practice Manager and see if you can negotiate the terms. If this is not successful you should follow your Practice's Grievance Procedure and put your issues into writing. A copy of the Grievance Procedure should be in your Practice Handbook or Contract.

Practices invest a lot of money into training their nurses. A Training Pay Back clause is good business practice and a way of encouraging nurses to stay on so that the Practice can reap the benefits of the training and try and avoid nursing staff leaving immediately upon qualification and leaving the practice with a training bill but no trained nurse! This is why the training payback clause is more commonly forming part of the contract of employment as a standard clause.

If you **do not** have a training payback clause in your contract or have not signed any separate agreement and the practice tries to take money back from your wages, this could be an unlawful deduction of wages. If this happening to you please call us on 01822 870270 and the Helpline can advise.

For further support with this or any other HR issue, BVNA members can call the BVNA Members Advisory Service Helpline on 01822 870270.

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