

Where quality matters

On Call Final Management proposal – Final position

The Trust has considered the following factors in particular in relation to the negotiations in respect of on call and in making this proposal:

- The updated staff side proposals of 14 March 2011 and staff side response to the management proposal dated 19 May 2011 on 1 June 2011
- The staff side response of 21 June 2011 which confirms staff side agreement to formally consult with the membership of the respective trade unions with a recommendation to accept the management proposal of 1 June as the best that can be achieved and a suggested date of implementation of 1 August 2011
- Staff affected by this proposal have benefited from the national pay protection for 8 years following the introduction of Agenda for Change [AfC] in 2003 in this Trust. The matter of On call terms and conditions has remained unresolved nationally
- AfC brought a number of improved terms and conditions for staff
- Requirement to provide equal pay for work of equal value across the Trust and to provide clarity, transparency and fairness for all staff
- It is an opportunity for the Trust to look at what on call systems it requires for the future in order to provide an affordable, sustainable and quality-driven service for patients
- The need to maintain open communication with staff during this time and provide support to staff
- Minimising the impact of an uncertain future

Proposal

Implementation of the proposal set out below is subject to achievement of a collective agreement involving all participant trade unions that these arrangements will supersede all current on call arrangements and come into effect on **1 August 2011**. As the Recognition payment is a recognition of loss of pay [Para 12 refers] any delay to this proposed date of implementation will result in a pro rata reduction in the Recognition Payment.

Principles - Annex A3 AfC	Management position/ proposal
<p>Definition of On Call & arrangements to be included within the On Call agreement</p>	<p>A member of staff is defined as on call when, as part of an established arrangement with the Trust, he/she is available outside his/her normal working hours – either at the workplace, at home or elsewhere – to work as and when required.</p> <p>Remuneration for on call is made up of 2 parts. One part for the commitment [availability] and the other part for work actually undertaken when required.</p> <p>This on call agreement is applicable to all staff on Agenda for Change to whom on call arrangements apply. In accordance with Paragraph 2.50 of the NHS Terms and Conditions of Service Handbook this agreement does not apply to particular residential emergency cover schemes [ie specifically Radiology Cross Sectional Imaging service]</p>

1.Equal Pay	Proposals require equality impact assessment
2. Commitment or Availability Payment	<p>Proposal of a Commitment Payment per on call session:</p> <p>Set/ flat rate payment for a session</p> <p>£21.00 gross payment per session</p> <p>The formula for future uplift would be in line with any agreed annual pay uplift</p>
3. Frequency	<p>The working week will be split into 9 sessions:</p> <p>Monday – Friday 5pm to 9am.</p> <p>Saturday, Sunday & Bank Holidays 9am to 9pm and 9pm to 9am</p>
4. Work done	<p><u>4.1 Work done at the workplace:</u></p> <p>For work done at the place of work [including travel time] payment at time and a half at the employee’s substantive hourly rate*, with the exception of work on general public holidays which will be at double time. [Note: the double time rate only applies outside of the normal contracted hours to which normal single time payment will already apply].</p> <p>* For Pharmacists market forces necessitate that a Market Forces Premium is paid which means that for work done this will be equivalent to Band 8a rate</p> <p>Departments may, in future, decide to undertake Job Evaluation analysis in respect of the job role undertaken whilst on call and, where appropriate, this role may subsequently be differently banded to the role undertaken in daytime/contracted hours.</p> <p><u>4.2 Work done at home:</u></p> <p>Telephone advice - will be paid at <u>single</u> time with the exception of work on general public holidays which will be at double time. [Note: the double time rate only applies outside of the normal contracted hours to which normal single time payment will already apply].</p> <p>For work done at home, proposed <u>minimum</u> call out payment of <u>1 hour</u> single time at the employee’s substantive rate* and which is calculated from the start of the first call – Only 1 payment will be made within the 1 hour period regardless of the number of calls and should calls relating to the initial call be made after this 1 hour period then again no further payment will be made unless it becomes a call out to the workplace [4.1 above will then apply]. Separate, unrelated calls after expiry of any 1 hour period will each attract a further 1 hour call out payment for each distinct 1 hour period. The maximum number of hours for which payment can be made will not exceed the total hours of the on call session [section 3 refers]</p>

	<p>* For Pharmacists market forces necessitate that a Market Forces Premium is paid which means that for telephone work done this will be equivalent to Band 8a rate</p> <p>Departmental Managers will be responsible for determining their own arrangements for logging/recording the on call activity which will include a declaration by the claimant for payment authorisation.</p> <p>4.3 The rates payable will be available for all staff providing an on call service including part time staff and staff in Band 8 and above</p>
5. Time off in lieu [TOIL]	<p>TOIL will be granted as an alternative to payment where operationally this can be supported. Sections 2.44 and 3.5 of the Agenda for Change Terms and Conditions of Service Handbook will apply. It is not accepted that TOIL can be taken for part of the session only; either TOIL or payment will apply but not a mix.</p> <p>If not able to take TOIL within 3 months, the hours worked will be paid. Payment will be at plain time at the 'work done' rate: [see section 4]</p>
6. Compensatory Rest	In accordance with Agenda for Change Terms and Conditions of Service Handbook - Section 27
7. Travel to Work	7.1 Where attendance at the workplace is required, travel time to be calculated from the time the person leaves home until they return home subject to a maximum return journey time of 1 hour [60 minutes] per occasion as part of work done
	7.2 Travelling expenses will continue to be paid in accordance with Section 17 of the Handbook unless the Trust implements future revised terms and conditions
8. Public Holidays	<p>If on call duty falls on a Public/Bank Holiday, a day in lieu is given in accordance with Section 13.4 of the Agenda for Change NHS Terms and Conditions of Service Handbook.</p> <p>Work done in the workplace to be paid in line with Agenda for Change Terms and Conditions of Service Handbook rates. For work done at home refer to Section 4 above.</p>
9. Sleeping in	Not applicable except for Radiology Cross Sectional Imaging – separate Agenda for Change compliant terms apply
10. Pensions	In accordance with Agenda for Change Terms and Conditions of Service Handbook & NHS Pension Scheme
11. AfC interim regime	In accordance with Agenda for Change Terms and Conditions of Service Handbook – no longer applicable
12. Transition	<p>From 1.4.11- 30.6.11 – 100% of current payment for continuation of current arrangements during this period.</p> <p>An extension to the above transition has subsequently been agreed for the period from 01.07.11 – 31.07.11 – 100% of current payment for continuation of the current arrangements during this period.</p>

	<p>Recognition Payment</p> <p>In recognition that there will be some staff who will gain and others who will lose under the new proposal, the Trust is proposing to offer staff who will lose money a one off lump sum 'Recognition Payment' in return for staff accepting the above proposal and continuing on the on call arrangement. In addition, to avoid any uncertainty and risk for the Trust and for staff in the future, staff would, as a condition for receiving this payment, be required to agree to vary their contracts to participate in on call on a contractual basis.</p> <p>The Recognition Payment will be calculated as 50% of the total on call earnings made to each affected individual in the twelve months ending 31 March 2011 <u>UNLESS</u> that would be greater than the estimated loss and in which case the Recognition Payment will be the estimated loss.</p> <p>The Recognition Payment is subject to tax/NI deduction rules.</p> <p>Should any member of staff leave the rota (unless by mutual agreement with their manager) or voluntarily leave the Trust within 12 months of having received this payment they will be required to pay back this sum in full.</p> <p>The Trust believes that the benefits to staff of a lump sum payment are as follows:</p> <ul style="list-style-type: none"> • Staff will receive their money in a lump sum at the time the change is implemented. • The payment is an immediate recognition of the loss incurred by staff. Any step-down transitional relief would be less noticeable for staff, particularly as the cost of living rises over time. • Transparent and easy to understand calculation. <p>Note - Financial loss as a result of service change and not as a result of changes to the way on call is remunerated are excluded from these provisions.</p>
<p>Review</p>	<p>This agreement will be reviewed in 12 months time in the first instance to ensure fitness for purpose. In addition, continuation of the agreement is subject to the availability of appropriate staffing levels on respective On Call rotas to maintain and sustain the viability of these On Call rotas on an ongoing basis.</p>

J Smout

23 June 2011

[updates version of 01/06/11 to reflect final outcome of consultation]