

## On-Call Agreement Terms and Conditions of Employment

### **1. On-Call**

- This agreement applies to those employees of City Hospitals Sunderland NHS Foundation Trust at 1 July 2011 covered by Agenda for Change, local and Whitley based agreements. It replaces all previous agreements. It does not apply to medical staff or Directors.
- It is effective from 1 July 2011.
- The agreement consists of 3 main parts. Provisions relating to:
  - 1 On-call availability payments;
  - 2 Payments for work done during on-call periods;
  - 3 Transitional arrangements.
- The principle underpinning this document is that one agreement applies to all of the relevant Trust employees to ensure fairness and consistency.

### **2. Definition Of On-Call**

- a. On-call systems exist as part of arrangements to provide appropriate service cover across the Trust. An employee is on-call when, as part of an established arrangement with the Trust, s/he is available outside his/her normal working hours, either at the workplace, at home or elsewhere, to work as and when required.
- b. This definition emphasises that the core element of on-call is the agreement to be available outside normal working hours.
- c. Normal working hours are those that are regularly worked and/or fixed by contract of employment. Time worked as overtime is not normal work unless an employee's contract fixes a minimum number of hours.
- d. An employee who is off site and required to be available for work outside of their normal working hours will be classed as being on-call and will be entitled to an availability payment. This payment recognises their availability to provide cover.
- f. Such employees will also be entitled to payment at the appropriate rates outlined in this agreement for work done when:
  - they are called out and attend the workplace, or
  - they are called and provide advice by telephone, or
  - they are called and provide advice by remote log on to the Trust's IT network

### **3. Availability Payment**

- The main aim of an availability payment is that it recognises the inconvenience that being on-call causes an employee.
- On-call requires an individual to be available for work at short notice, outside of their normal working hours.
- On-call availability applies equally to all staff regardless of pay band. Therefore

there is a common availability payment that is paid to employees for each period they are on-call. This rate is set out below.

### **Payment Rate**

- The on-call availability payment rate is **£20 per on-call period, including Saturday, Sunday and Bank Holidays**.
- This rate applies to all of the 9 on-call periods set out in Section 4.
- This rate takes into account the unsocial nature of the on-call period.
- This rate will be reviewed annually by the Trust's Human Resources Strategy Group.

### **4. Periods Of On-Call**

- There are a maximum of 9 periods of on-call in a week. Each on-call period is normally based on 12 hours, though the length of an on-call period may vary in accordance with service configuration. An example is given below.
  - 5pm – 9am Monday to Saturday - (5 periods)
  - 9am – 9pm Saturday - (1 period)
  - 9pm Saturday – 9am Sunday - (1 period)
  - 9am – 9pm Sunday - (1 period)
  - 9pm Sunday – 9am Monday - (1 period)
- All other times of the week are classed as normal working hours and employees are not on-call.
- Any time, which is normally covered by shift working, cannot also be classed as an on-call period.
- On any day when a Bank Holiday falls and the service is being covered by an on-call arrangement, that day will be split into 2 equal on-call periods (e.g. 9am - 9pm and 9pm - 9am the following day).

### **5. Payment For Work Done During An On-Call Availability Period**

- Employees who are called out to the workplace whilst being on-call, will receive an additional payment for work done.
- Each on-call rota will be assessed by the Directorate Manager and a pay band determined for the work to be done during an on-call period.
- Employees currently paid on the same pay band as that applicable to the rota, will be paid at their own rate of pay/pay point when called out whilst being on-call.
- Employees currently paid on a lower pay band than that applicable to the rota, will be paid at the lowest applicable pay point on the higher band, e.g. a Band 5 employee paid on SCP 21, who is on-call and called out to work on a Band 6 rota will be paid at SCP 22 for any work done.
- Employees currently paid on a higher pay band than that applicable to the rota, will be paid at the top of the pay band for that rota.
- Payment rates for work done will be in line with Section 3 of the Agenda for Change handbook, i.e. employees will be paid at time-and-a-half, except work done on a Bank Holiday, which will be paid at double-time. A Bank Holiday for the purposes of this agreement is from midnight to midnight.
  - Part time staff will be paid at the same rate as full time staff.
  - Directorate Managers will carry out a risk assessment where it is determined that

the work to be done whilst on-call is of a higher pay band than the substantive band of the employee who is on-call. This is to assess their competence and ensure patient safety at all times. Employees not deemed to be competent via this process will not be allowed to participate in on-call arrangements.

- There is no minimum payment period for work done. This will be paid on the basis of actual time taken to complete the work required.
- Telephone advice will be paid at plain-time rate, including weekends and Bank Holidays.
- Work done via an employee logging on to the Trust's IT network/working remotely will be paid at plain time rate, including weekends and Bank Holidays, from receipt of the telephone call to logging off.
- There is no minimum payment period for telephone advice. This will be paid on the basis of actual time taken to complete the work required.

#### **6. Travel Time**

- Travel time is to be recorded and claimed as for work done when employees are called out to the workplace.
- This is subject to a maximum of 30 minutes each way.
- Travel time of less than 30 minutes is to be recorded and claimed as actual time and will be paid as such.

#### **7. Time Off In Lieu (TOIL)**

- An employee can choose to take TOIL at plain time instead of payment in line with Sections 2.44 and 3.5 of the Agenda for Change handbook.
- TOIL should be taken at a mutually convenient time, but at the latest within 3 months of being worked, otherwise payment should be made at the appropriate rate as set out in Section 5 above.
- TOIL cannot be taken for part of the on-call period. Either TOIL or payment applies, but not a combination.

#### **8. Compensatory Rest**

- Compensatory rest is not time off in lieu and staff are still required to work their normal weekly contractual hours.
- Employees are entitled to 11 consecutive hours of daily rest in line with the Working Time Regulations.
- An employee required to work whilst being on-call should receive compensatory rest that is equivalent to the time they have worked.
- Compensatory rest is not paid and need not be given during normal working hours.
- Following a period of on-call, if an employee is not required to attend work the next day, then that day off will be classed as providing him/her with their compensatory rest and they will not be entitled to additional time off.

#### **9. General Public Holidays**

- An employee who is on-call on a General Public Holiday is entitled to 7.5 hours' leave in lieu of that day.
- An employee who is called in to work whilst being on-call during a General Public Holiday will be paid in accordance with the Agenda for Change handbook.

- An employee providing telephone advice whilst being on-call on a General Public Holiday will be paid at plain time rate.
- Work done via an employee logging on to the Trust's IT network/working remotely on a General Public Holiday will be paid at plain time rate, from receipt of the telephone call to logging off.

## 10. NHS Pension Scheme

### Availability payment

- Regular payments made in recognition of being on-call, where there is a specific rota commitment are pensionable for both whole and part-time members of the NHS Pension Scheme.
- It is recognised that there must be some degree of flexibility within an on-call rota but in order to pension this payment a scheme member must have a definite commitment to the rota for which they are paid on a regular basis, i.e. weekly, monthly or annually.

### Payments for work done

- For whole-time members, payments for work done whilst on-call are non-pensionable as they are classed as overtime.
- For part-time members, payments for work done whilst on-call are pensionable at plain time rates, up to the whole time weekly hours.

Further guidance on "*pensionable pay*" can be found a [www.nhsbsa.nhs.uk/pensions](http://www.nhsbsa.nhs.uk/pensions).

## 11. Transitional Arrangements

- Where employees incur a loss of earnings from being on-call as a result of this agreement, transitional arrangements will apply. Where the level of on-call earnings under this agreement is greater than the level of current earnings, transitional arrangements will not apply.
- To be eligible for transitional arrangements, employees must at 1 July 2011, be working on-call as part of an agreed arrangement with the Trust and continue to do so on an ongoing basis.
- Where an employee receives transitional payments and subsequently ceases to work on-call on or before 31 March 2012, any further transitional payments they may have otherwise been entitled to under this agreement will cease and the employee must repay the total amount of transitional payments made. Repayments will be handled in accordance with the Trust's Recovery of Overpayments Policy.
- Where an employee receives transitional payments and leaves the Trust on or before 31 March 2012, any further transitional payments they may have otherwise been entitled to under this agreement will cease and the employee must repay the total amount of transitional payments made. Repayments will be handled in accordance with the Trust's Recovery of Overpayments Policy.
- Where an employee moves from one on-call rota arrangement under this agreement to another, their entitlement to transitional payments will cease on the effective date of the move. Transitional payments made before the date of the move will **not** be subject to repayment by the employee provided they continue to work on-call until 31 March

2012.

- Transitional payments will be based on on-call payments made in January, February and March 2011, unless exceptional circumstances are identified by 29 July 2011, which may mean that a different 3-month period (i.e. immediately prior to the exceptional circumstance) is used on which to base the payments
- Transitional payments will be paid at a fixed rate of 100% for 3 months (1 July – 30 September 2011) and 50% for 6 months (1 October 2011 – 31 March 2012).
- Transitional payments will be paid on a monthly basis.
- Transitional payments will not be subject to any cost of living award.
- Employees suffering a loss of earnings as a result of moving to these arrangements for on-call may be able to preserve their pension. To do this, employees must apply in writing to the Pensions Team in the Payroll Department as soon as possible, to fulfil the pension regulation, which requires Payroll to notify NHS Pensions within 3 months of the reduction in pay.
- These transitional arrangements will not apply to employees joining City Hospitals Sunderland on or after 1 July 2011

NB: Where reference is made to “Directorate Managers” this may be replaced by Head of Service/DGM/Director if no Directorate Manager role exists

**Signed:**

<b>Kath Griffin</b>	<b>Martin Lee</b>
<b>Director of Human Resources</b>	<b>Chair of Staff Side</b>
<b>Date</b> <b>04 July 2011</b>	<b>Date</b> <b>04 July 2011</b>

Agreed by the On Call Implementation Joint Negotiating Group at City Hospitals Sunderland NHS Foundation Trust on Friday 01 July 2011.