

The Newcastle upon Tyne Hospitals NHS Foundation Trust

On-call Agreement

Background

- 1.1 Protection of existing on-call schemes for staff covered by NHS Terms and Conditions of Service (Agenda for Change) ended on 31 March 2011 and schemes were to be replaced from 1 April 2011 by harmonised on-call arrangements negotiated locally in partnership.
- 1.2 To support local partnerships in negotiations and to provide clarity on terms and references, guidance was issued by the NHS Staff Council. This was incorporated into the NHS Terms and Conditions of Service Handbook as Annex A3.
- 1.3 As a consequence of the above, the Trust has worked in partnership with Staff Representatives to produce this agreement.

Terms

- 1.4 This agreement is effective from 1 June 2011.
- 1.5 It covers on-call working (see paragraphs 1.11 and 1.14) within The Newcastle upon Tyne Hospitals NHS Foundation Trust. On-call systems exist as part of arrangements to provide appropriate service cover across the Trust.
- 1.6 The agreement applies to all staff employed on NHS Terms and Conditions of Service (Agenda for Change) and senior managers employed on Trust terms and conditions.
- 1.7 It supersedes all other on-call agreements within the Trust worked by staff employed under the terms stated above.
- 1.8 The duties of individuals and/or each group of staff on-call should be:
 - a) In accordance with the needs of the service
 - b) Appropriate to the band and competence of those participating in the rota
 - c) Consistent with the principle of equal pay for work of equal value
 - d) Agreed in advance by the manager
- 1.9 All staff that participate in on-call must be deemed competent by their manager to perform the work they are expected to do before they are included in the rota.
- 1.10 Where there are frequent occasions when the person on-call has to seek advice and/or support from another person on the rota, the manager should:
 - a) Review the situation to determine whether existing on-call arrangements are appropriate and whether they should continue. This should include due consideration of the following:
 - needs of the service
 - nature and complexity of the work requirement when on-call

- workload
 - knowledge, training and experience of staff that participate in the rota
 - whether some or all of on-call work could be covered by alternative means, such as during normal hours or by extending the working day
- b) Decide whether any change(s) is necessary and seek approval before implementing
- c) Resolve the amount of work done payment (if any) payable to the colleague that was called upon for advice and/or support, and resolve what subsequent adjustment (if any) is necessary to the work done payment payable to the individual who made the call – the principle being that two payments should not be made for the same work

1.11 An employee is on-call when, as part of an agreed 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.

1.12 For on-call purposes, the working week is split into 9 sessions:

- a) Monday to Friday – 1 session each occasion
- b) Saturday and Sunday – 2 sessions each occasion
- c) Public Holidays – 2 sessions each occasion

The start and finish time of on-call sessions will be determined at department level by the manager and will be specific to the particular needs of the service and shift patterns.

1.13 Remuneration for on-call is in two parts:

- a) A payment for being available on-call (an *availability* payment)

This will be paid at a flat-rate of £20.00 per on-call session

- b) A payment for work done (a *work done* payment)

This will be paid in accordance with NHS Terms and Conditions.

Alternatively, staff can choose to take time off in lieu (TOIL). TOIL will be at plain time rate. If for operational reasons TOIL cannot be taken within 3 months, the hours will be paid at the applicable rate (either time and a half, or double time).

1.14 Availability and work done payments will be subject to change in accordance with NHS Terms and Conditions of Service.

1.15 The types of on-call commitment are as follows:

- a) At home ready to be called out to undertake work in the work place (or at home), or provide advice over the telephone, or
- b) At work undertaking, or ready to undertake work, or
- c) A combination of the above

- 1.16 The availability payment includes payment for advice given over the telephone. Where such advice is prolonged, either as a result of a single call or multiple calls added together, an employee may claim a work done payment. Claims will be subject to agreement at departmental level by the manager who should give due consideration to the nature of the call(s) and the amount of time spent.
- 1.17 Where, as a result of a call-out, attendance at the workplace is required, travel time is payable at the rate for work done. Travel time will be determined at departmental level by the manager. The amount will be the actual time taken to travel from home to work and back again up to a maximum of 40 minutes each way. The manager has discretion to authorise more travel time in exceptional circumstances according to the particular needs of the service. Travelling expenses will be paid in accordance with the NHS Terms and Conditions of Service Handbook, Section 17.
- 1.18 Staff will receive compensatory rest for work done in accordance with the Trust's Working Time Agreement. The amount of compensatory rest due and when it is taken will be determined at department level by the manager and will be specific to the particular needs of the service and shift patterns.
- 1.19 Staff available on-call on a Public Holiday will receive a day off in lieu irrespective of work done. Any work done on a Public Holiday will be paid at double time. These provisions are in accordance with the NHS Terms and Conditions of Service Handbook, paragraph 13.4.
- 1.20 Availability payments and work done payments will be subject to deductions for pension purposes in accordance with the provisions of the NHS Pension Scheme.
- 1.21 Where staff incur a loss of earnings from on-call as a result of this agreement, transitional arrangements will apply. To be eligible for transitional arrangements, staff must satisfy the following criteria:
- a) At 1 June 2011, they must be working on-call as part of an agreed arrangement with the Trust and continue to do so on an on-going basis
- (Where an employee receives transitional payments and ceases to participate in on-call on or before 31 May 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 Overpayment policy)
- b) They must remain in the Trust's employment until 31 May 2012
- (Where an employee receives transitional payments and leaves the Trust on or before 31 May 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 Overpayment policy)
- 1.22 Transitional payments will be made based on a percentage of average on-call earnings received in the 3 months immediately preceding the date of this agreement

Transitional payments will be paid in accordance with the table below:

Continuous NHS Service (Completed Years)	Transitional Period
1-2 years	2 months at 100% 1 month at 25%
3-5 years	4 months at 100% 1 month at 50%
6-9 years	6 months at 100% 1 month at 75%
10 years+	9 months at 100%

Payments will be on a mark-time basis (i.e. they will not be subject to increase by a cost of living award and/or incremental pay progression).

Where the level of on-call earnings under this agreement is greater than the level of transitional payment, the transitional payment will not be paid.

If an employee moves of their own volition from one on-call rota arrangement under this agreement to another, entitlement to transitional payments will cease on the effective date of the move. Transitional payments made before the date of move will not be subject to repayment by the employee provided they continue to work on-call until 31 May 2012.

Review and Amendment

- 1.23 The Director of Human Resources is responsible for the review and any change of this agreement to meet the needs of the Trust.
- 1.24 Review will be carried out in partnership between Management and Staff Representatives through the Employment Partnership Forum (EPF).
- 1.25 Change will not be implemented without prior consultation and reasonable notice.
- 1.26 Where change(s) affect earnings of staff, pay protection will not apply.

Signed:

(on behalf of the Trust)

(on behalf of Staff Representatives)

Print Name:

Designation:

Date: