

Collective Agreement

On-call arrangements for Agenda for Change Staff

1. Scope and Basis of this Agreement

1.1 This collective agreement is made between SALISBURY NHS FOUNDATION TRUST (hereinafter known as "the Trust" which term shall where appropriate include the Trust's Executive Directors, its Managers or their representatives) and the following Trade Unions/Associations with members employed by the Trust (hereinafter known as "the Trade Unions") :

British Association of Occupational Therapists (BAOT)
British and Irish Orthotic Society (BIOS)
Chartered Society of Physiotherapy (CSP)
Royal College of Midwives (RCM)
Royal College of Nursing (RCN)
Society of Radiographers (SOR)
UNITE
UNISON

The Trust and the trade Unions collectively shall hereinafter be known as "the parties"

1.2 This agreement is made with the intention of clarifying the future arrangements agreed by the parties in respect of payments for undertaking on-call duties to Trust employees who are employed under the nationally determined Agenda for Change terms and conditions of employment.

1.3 The Trade Unions above or their successors are recognised by the Trust under its *Recognition Agreement for Negotiation & Consultation with Trade Unions & Associations* for collective bargaining purposes, which includes negotiations relating to pay and conditions of service, in this case specifically in relation to the staff group referred to in Para 1.2 above (i.e. those employees employed under Agenda for Change terms and conditions of employment). For the avoidance of doubt this agreement will not apply to staff employed under the terms and conditions of employment relevant to medical or dental staff, or to Trust Executive Directors and those staff who retain their pre 2004 'Senior Manager' terms and conditions of employment.

1.4 The consultation and negotiation in respect of on-call arrangements defined in Para 1.2 has been conducted in accordance with the direction of the NHS Staff Council contained with Pay Circular (AforC) 5/2010 as follows:

Action

Section 2 – the current national on-call payment protection arrangements ends on 31 March 2011. The NHS Staff Council has agreed that after this date the arrangements for staff providing on-call cover must be agreed locally in partnership in line with the definition and principles in the new annex 3. Employers need to have plans for the conduct of local negotiations and the payment of on-call after the national pay protection ends.

The parties agreed to conduct the required process of consultation and negotiation specified above in accordance with the Trust's Negotiating and Consultative Procedures (part of the Trust's *Recognition Agreement for Negotiation & Consultation with Trade Unions & Associations*) with a view to agreeing harmonised terms and conditions of employment in respect of on-call arrangements for the staff groups identified in Para 1.2 above.

1.5 In order to allow for the conclusion of the consultation and negotiation, and for the introduction of the new agreed harmonised arrangements the Trust has agreed that the existing and various on-call arrangements that apply to Agenda for Change staff shall continue to be in force within Salisbury NHS Foundation Trust after the national on-call payment protection arrangements end on 31 March 2011. This local continuation will end on 31 January 2012.

1.6 The new arrangements which form the subject of this collective agreement will be effective from 1 February 2012, at which time all staff covered by the various current arrangements for the payment of on-call (which will end on 31 January 2012) will automatically become subject to the new arrangements described below.

1.7 Nothing in this agreement will prevent local determination for particular staff groups in respect of a specific time for current arrangements to end on 31 January or the new arrangements to commence thereafter, except that current arrangements will cease regardless of any other consideration at midnight on 31 January 2012 in the absence of any other time on 31 January being determined.

2. The Agreement

2.1 The parties agree that from 1 February 2012 (see Para 1.7 above) all staff in the staff groups as defined in Para 1.2 above employed at that time and all staff who commence employment with the Trust thereafter under the Agenda for Change terms and conditions of employment will have as their terms and conditions of employment in respect of the arrangements for the payment for on-call the arrangements defined below.

2.2 The parties agree that the terms and conditions of employment that will apply (Para 2.1 above) will be those currently described in Section 2 of the Agenda for Change handbook and also known as the 'Interim' or 'protected' on-call arrangements.

2.3 In addition to the arrangements defined in Para 2.2 above, the locally agreed arrangements described immediately below will apply.

Arrangements for staff whose frequency of being on-call is less than 1 in 12

A minimum of a half an hour payment will be made for each call out

A summary of the arrangements described in Para 2.2 above including the local variations mentioned above in this paragraph is attached as appendix A

3. Collective Agreement

3.1 The parties agree that there will be no variation or termination of this agreement except that either party to it (i.e. the Trade Unions or the Trust) may initiate a review of the agreement by giving notice of their intention. Any variation or review will be in respect of and apply to all staff paid on the Agenda for Change arrangements, in order to retain harmonised conditions of employment for on-call.

3.2 Any review of these arrangements will be carried out in accordance with the Trust's recognised arrangements for consultation and negotiation, described in paragraphs 1.3 and 1.4 above.

3.3 Any disagreement as to the interpretation of this agreement shall be referred to the Joint Secretaries of the Joint Consultative Committee in the first instance. If the matter cannot be resolved by them, it shall be referred to the full committee. In the event of a failure to agree, the Trust and Trade Unions shall take such steps as are necessary to resolve their differences which may include invoking the Disputes Procedure.

4. Signatories to the agreement

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For Salisbury NHS Foundation Trust
Peter Hill – Chief Executive

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Date

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On behalf of SFT Staff Side Organisations
Wendy Deakin – Staff Side Chair

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Date

Appendix A

On-Call Payments – Agenda for Change Staff

On-call is defined as follows:-

“A member of staff is on-call when, as part of an established arrangement with his/her employer, 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 Availability Payment

1.1 Employees who are required to be available to provide on-call cover outside their normal working hours will be entitled to receive a pay enhancement. This enhancement recognises both their availability to provide cover and any advice given by telephone during periods of on-call availability.

Frequency of on-call	Value of Enhancements as percentage of basic pay
1 in 3 or more frequent	9.5%
1 in 6 or more but less than 1 in 3	4.5%
1 in 9 or more but less than 1 in 6	3.0%
1 in 12 or more but less than 1 in 9	2.0%
1 in 15 or more but less than 1 in 12	1.0%
Less than 1 in 15	0% but able to claim for time taken to give advice over the telephone whilst at home (see paragraph 2 below)

1.2 For part time staff and other staff working other than 37.5 hours a week excluding meal breaks, the percentage added to basic pay on account of on-call availability will be adjusted to ensure that they are paid a fair percentage enhancement of salary for on-call working. This will be done by adjusting the payment in proportion to their part-time salary so that they receive the same payment for the same length of availability on-call as full time staff.

2 Work Undertaken Payment

2.1 Employees who are called into work during a period of on-call will receive payment for the period they are required to attend, including any travel time. Alternatively, staff may choose to take time off in lieu. However, if for operational reasons time off in lieu cannot be taken within three months, the hours worked must be paid for.

2.2 For work (including travel time) as a result of being called out the employee will receive a payment at time and a half, with the exception of work on general public holidays which will be at double time. Time off in lieu should be at plain time. There is no disqualification from this payment for bands 8 and 9, as a result of being called out.

2.3 A minimum of a half an hour payment will be made for each call out.

(NB The arrangements described above are based on those currently described as the "Interim Arrangements" in the Agenda for Change handbook).