

## **Annex 29 - Principles for harmonised on-call arrangements**

## Principles for harmonised on-call arrangements

1. From 1 April 2011, paragraph 2.25 in section 2 (Scotland and Northern Ireland) and paragraph 2.27 in section 2 (Wales), and from 1 July 2018 paragraph 2.27 in section 2 (England) confirms that payments for on-call will need to be agreed locally and consistent with the principles set out below.

2. Paragraph 2.24 in section 2 (Scotland and Northern Ireland), paragraph 2.26 in section 2 (England) and paragraph 2.26 in section 2 (Wales) define on-call as part of arrangements to provide appropriate service cover across the NHS. A member of staff is on-call when, as part of an established arrangement with their employer, they are available outside their normal working hours, either at the workplace, at home or elsewhere, to work as and when required.

**Table 22 Principles for harmonised on-call arrangements**

Issues	Principles
1. Equal pay	<p>The guiding principle should be that the harmonised arrangements should be consistent with the principles of equal pay for work of equal value. The effect of this should be that' schemes agreed by local partnerships should provide consistent payments to staff at the same pay band available at the same on-call frequency.</p> <p>All employing organisations will need to undertake an equality assessment of their proposals.</p>
2. Commitment or availability	<p>There needs to be a payment to reflect the availability for being called. There are three distinct types of on-call availability:</p>
	1. At home ready to be called out or to undertake work at the work place.
	2. At work ready to undertake work.
	3. Sleeping in at a work place.
	Payment for these different types of availability– options include:
	<ul style="list-style-type: none"><li>● flat rate available for all staff</li><li>● flat rate by band</li></ul>

	<ul style="list-style-type: none"> <li>percentage of salary.</li> </ul>
	<p>This payment will reflect the frequency of commitment. If the partnership decides to use a flat rate they will need to agree arrangements for uprating this payment when pay increases. In setting the availability payment, local partnerships will need to take account of the commitment to work weekends and public holidays.</p> <p>Where tiered on-call systems are required, there should be no distinction between levels of commitment when setting the availability / commitment payment.</p> <p>Reference paragraphs 2.19 to 2.20 in section 2 (Scotland and Northern Ireland, paragraphs 2.21 to 2.22 in Section 2 (England) and paragraphs 2.21 to 2.22 in Section 2 (Wales), to allow the option of prospective calculation of the payments.</p>
3. Frequency	That part of the week covered by on-call arrangements should be divided up into appropriate periods for the purposes of calculating the frequency of on-call availability. The Agenda for Change interim regime may provide a useful model.
4. Work done	Payment for work done, including work done at home, should be made at the appropriate hourly rate with reference to this Handbook.
	Local partnerships may agree an appropriate minimum payment period for work done.
5. Time off in Lieu (TOIL)	Staff should have the option to take TOIL rather than payment for work done in line with paragraph 3.5.
6. Compensatory rest	Individuals will receive compensatory rest for work done, in accordance with section 27.
7. Travel to work	As per current arrangements. Travel time should be paid at the rate agreed for on-call work done and local partnerships will need to identify if there is a minimum and/or maximum time claim identified.
8. Public holidays (PH)	Covering a PH will attract a day in lieu in accordance with paragraph 13.4, irrespective of work done. Work done on public holidays would attract payment at the appropriate rates as identified in paragraph 13.4.
9. Sleeping in	A sleeping-in session will often incorporate the following elements:

- hours of wakefulness	
	- sleep
	- work done
	The term 'sleeping-in' does not refer to individuals who are on-call from the workplace and are able to sleep between periods of work.
	Under the working time regulations if an individual is required to sleep in at a work place this counts as working time. However, time asleep does not count for the purposes of the minimum wage.
If asleep, this working time does not count for the purposes of the minimum wage.	
	Under the Minimum Wage Regulations, the availability payment should be at least the same as a calculation for (hours of expected wakefulness minimum wage). Local partnerships will need to consider if it is more appropriate to base this calculation on the bottom point of the Agenda for Change pay scales, as described in Annex 2.
	In those situations where a sleeping-in session includes what the National Minimum Wage Regulations would classify as work, or when the individual is woken during a sleeping-in duty, this should be paid as work done at the appropriate hourly rate.
	Local partnerships may agree a minimum payment period for work done.
10. Pensions	<p>Local partnerships should always seek advice from the NHS Pensions on any questions relating to the NHS pensions Scheme and on-call payments. It is the responsibility of the employer to determine which payments are pensionable, according to the criteria provided by NHS Pensions. Guidance on "pensionable pay" can be found on NHS Pensions websites at:</p> <p>England and Wales Northern Ireland Scotland.</p>
11. Agenda for Change interim regime	The arrangements in the Agenda for Change interim regime were consistent with these principles.
12. Transition	There are currently a range of payments for on-call, which form a regular part of income for some individuals. Local partnerships will therefore need to agree transitional arrangements for the movement of staff from current to future on-call payment systems. This

	includes all on-call arrangements within the scope of the review of on-call.
	Such transitional arrangements could include one or more of the following elements:
	- introduction of increased payments in one or more stages over a fixed period of time
	- postponement of increased and/or reduced payments for a fixed period
	- movement to reduced payments over a period on a mark time basis
	- payment of a one-off lump sum to staff if their on-call payments are reduced.
	The transitional arrangements which were agreed as part of the new, harmonised unsocial hours payments were an example of this sort of approach. New lower and higher levels of payments were introduced in stages over three years.
	Where service changes are linked to the harmonisation of on-call payments local partnerships may also wish to consider the use of agreements reached under Annex 15

3. Below is the text of the 'interim regime' as it appeared in the handbook in amendment number 27. It is available, together with section 46 and other deleted Sections and Annexes, in amendment number 27 and earlier copies of the Handbook which are archived on the web site of the NHS Employers organisation. Go to [www.nhsemployers.org](http://www.nhsemployers.org)

### **Interim regime**

2.35 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.

2.36. Subject to the provision for retention of current on-call provisions under the protection arrangements set out in paragraph 2.48, this enhancement will be based on the proportion of on-call periods in the rota when on-call cover is required. The on-call period in each week should be divided into nine periods of at least 12 hours. The enhancement for an individual staff member will be based on the proportion of these periods in which they are required to be on-call, as set out in paragraphs 2.37 to 2.42 below.

### **Pay enhancements for on-call cover**

2.37 An enhancement of 9.5 per cent will be paid to staff who are required to be on-call an average of one in three of the defined periods or more frequently.

2.38 An enhancement of 4.5 per cent will be paid to staff who are required to be on-call an average of between one in six and less than one in three of the defined periods.

2.39 An enhancement of 3 per cent will be paid to staff who are required to be on-call an average of between one in nine and less than one in six of the defined periods.

2.40 An enhancement of 2 per cent will be paid to staff who are required to be on-call an average of between one in twelve and less than one in 9 of the defined periods.

2.41 For these purposes, the average availability required will be measured over a full rota, or over a 13-week period if no standard pattern is applicable. The reference period will not include any periods when the employee is absent from work on either annual leave or sickness absence.

2.42 Where on-call cover is limited or very irregular (averaging less than one in 12) pay enhancements will be agreed locally. These may be fixed or variable, and based on actual or estimated frequencies of on-call work worked, subject to local agreement. To ensure fairness to all staff qualifying under the national rules set out above, locally agreed payments may not exceed the minimum percentage in the national provisions.

**Table 3**

Frequency of on-call	Value of enhancements as a percentage of basic pay
1 in 3 or more frequent	9.5 per cent
1 in 6 or more but less than 1 in 3	4.5 per cent
1 in 9 or more but less than 1 in 6	3 per cent
1 in 12 or more but less than 1 in 9	2 per cent
Less frequent than 1 in 12	By local agreement

## **On-call payments for part-time staff or other staff working non-standard hours**

2.43 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.

## **Employees called into work during an on-call period**

2.44 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.

2.45 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.

2.46 By agreement between employers and staff, there may be local arrangements whereby the payment for hours worked during a given period of on-call is subject to a fixed minimum level, in place of separately recognising travel time.

2.47 In addition, where employers and staff agree it is appropriate, the amount paid for work and travel time during periods of on-call may be decided on a prospective basis (e.g. for a forward period of three months) based on the average work carried out during a prior reference period (e.g. of three months). Where these arrangements are agreed, the actual work carried out during a given period would be monitored and, if the average amount assumed in the calculation of the payment is significantly different, the level of payment should be adjusted for the next period; there should be no retrospective adjustment to the amount paid in the previous period.

2.48 Unless locally, it is agreed otherwise, all current on-call arrangements will be protected for groups of employees up to 31 March 2011 irrespective of whether they were nationally or locally agreed.<sup>1</sup> This extended protection will apply to existing staff and new staff during the period of protection.

2.49 On-call payments made under such arrangements should be excluded from the pre and post assimilation pay used in the calculation of any protected level of pay (see Section 46).

### **Other arrangements to provide extended service cover**

2.50 Some staff are required to be on the premises to provide emergency cover but are allowed to rest, except for the times when they are required to carry out emergency work. Where employers consider this an essential arrangement to provide service cover, there should be an agreed local arrangement, at least equivalent to on-call payments, to recognise the type of cover provided.

2.51 A further group of staff, often in community services such as learning disabilities, have “sleeping-in arrangements” where they sleep on work premises but are seldom required to attend an incident during the night. In these circumstances, appropriate arrangements should be agreed locally.

*1 See the question and answer guidance in Annex A2 (England and Wales) or Annex A2 (Scotland and Northern Ireland).*

*Amendment number 39: NHS TCS Advisory Notice 01/2018 6*



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