

Local Agreements and Partnership Working

Working outside Normal hours

- 2.13 From 1 October 2004 groups of staff will be able to either retain their current on-call provisions (both national and local) where agreed locally, as set out in paragraph 2.28, or to use the on-call provisions set out below.
- 2.22 Where on-call cover is limited or very irregular (averaging less than 1 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.
- 2.26 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.
- 2.27 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 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.
- 2.28 Where agreed locally, all current on-call arrangements may be protected for groups of employees for up to four years from the effective date of assimilation irrespective of whether they were nationally or locally agreed. This extended protection will apply to existing staff during the period of protection.
- 2.30 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.
- 2.31 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.

Pay in High Cost Areas

- 4.6 Employers who employ staff in more than one high cost area zone can agree locally a harmonised rate of payment across their organisation, provided they agree with neighbouring employers if the proposed rate would exceed the average rate payable in their area.
- 4.9 It will be open to NHS employers or staff organisations in a specified geographic area to propose an increase in the level of high cost area supplement for staff in that area- or (in the case of areas where no supplement exists) to introduce a supplement. But this can only be implemented where:
- there is evidence that costs for the majority of staff living in the travel to work area covered by the proposed new or higher supplement are greater than for the majority of staff living in the travel to work area of neighbouring employers and that this is reflected in comparative recruitment problems;
 - there is agreement amongst all the NHS employers in that area;
 - there is agreement with staff organisations;
 - there is consultation with Strategic Health Authorities and Workforce Development Confederations in England.

Recruitment and Retention Premia

- 5.6 NHS employers and staff representatives, in partnership, will follow the procedure set out in Annex J in deciding the award of a recruitment and retention premium.

Career and Pay Progression

- 6.18 The gateway review should take place in time for staff to progress on their normal incremental date. Robust jointly agreed local arrangements must be in place to deal with cases where this is not possible (for example because the relevant manager is ill). These should ensure that there is no incentive to abuse the process.
- 6.24 - The KSF outlines may be changed subsequently by local agreement within the work area concerned where changes apply to a number of posts, or with the individual where they apply only to a single post;
- Employers must ensure there is a robust jointly agreed process for checking managers' decisions and reviewing disagreements with an agreed timescale for re-review;
 - Employers and staff representatives, acting in partnership, will monitor decisions on pay progression to ensure that there is no discrimination or bias in relation to race or ethnicity, gender, sexual orientation, disability, religion, age or trade union membership, or pattern of employment eg part time, flexible and night workers.

Annual Leave and General Public Holidays

- 13.2 Local arrangements to consolidate some or all of the general public holidays into annual leave may operate, subject to agreement at local level.

Sickness Absence

- 14.4 During the interim regime (as described in Section 2) existing arrangements will be undisturbed for staff groups who already receive payments for working outside normal hours in respect of sick absence; staff groups who do not currently receive payment will do so by a calculation based on the average pay in a reference period. This would be based on the previous three months at work or any other reference period that may be locally agreed.
- 14.15 Notification procedures and payment of sick absence pay when injuries are connected with other insured employment will be for local determination.

Maternity Leave and Pay

- 15.5 Where locally staff and employer representatives agree arrangements which provide benefits to staff, beyond those provided by this section, those local arrangements will apply.

Mileage Allowances

- 17.1 Where locally, staff and employer representatives agree arrangements which provide benefits to staff beyond those provided by this section or are agreed as operationally preferable, those local arrangements will apply.
- 17.6 Detailed arrangements governing the provision, use, reimbursement of costs, and charges for private use lease cars shall be decided locally taking account of the principles set out at Annex M. Where the employer withdraws the offer of private use of a lease car the employee is entitled to full mileage rates.
- 17.25 Reimbursement for employees using pedal cycles for official journeys will be for local agreement, subject to the minimum rate set out in Annex L.
- 17.29 Employers who are required by their employer to carry out temporary duties at a place other than their permanent place of employment, and who travel daily to their temporary headquarters whilst continuing to live near their permanent headquarters, may be reimbursed their excess travelling expenses in accordance with locally determined provisions for expenses incurred in connection with removals.

Subsistence Allowances

- 18.1 Where locally, staff and employer representatives agree arrangements which are more appropriate to local operational circumstances or which provide

benefits to staff beyond those provided by this section, or are agreed as operationally preferable, those local arrangements will apply.

Other Terms and Conditions

19.1 Other terms and conditions not covered in this Handbook will be determined locally following consultation with staff representatives with a view to reaching agreement on such terms and conditions or any changes to them (see Annex O).

Joint Consultation Machinery

26.1 Joint consultation arrangements should be set up in agreement with employee representatives to lay down the rules and procedures which will govern the operation of a Joint Consultative Committee (JCC).

Working Time Regulations

27.2 In reaching local arrangements to implement this agreement, employers or employees are expected to ensure that no arrangements are reached which discriminate against discriminate against members of staff with family or other carer responsibilities.

27.14 Where staff are required to “sleep in” on NHS premises for the duration of a specified period, local agreements should be made for compensatory rest taking account of intensity of work.

Equal Opportunities

30.10 NHS employers and local staff representatives should look together at what progress they are making towards the aims of this agreement within their own local arrangements. Annual “equality audits” are recommended.....

30.12 An agreed complaints procedure should be available for any person who believes that this agreement is not being applied to them. All complaints will be taken seriously and dealt with quickly, and no one will be told about the complaint without appropriate permission. Agreed procedures should provide for the complaint being dealt with at local level.

Recruitment, Promotion and Development

31.33 Action should be taken by employers to analyse data on recruitment, promotion and training in partnership with local staff representatives.

Dignity at Work

- 32.2 To achieve this employers should, in partnership with local staff representatives, draw up a policy on Dignity at Work, including a procedure for dealing effectively with cases of harassment.

Caring for Children and Adults

- 33.6 The policy should be drawn up jointly between employers and local staff side representatives.

Flexible Working Arrangements

- 34.12 Applications and outcomes should be monitored annually, in partnership with local staff representatives.

Balancing Work and Personal Life

- 35.3 Arrangements should be agreed between employers and local trade union representatives.
- 35.12 There will be an entitlement to two weeks' occupational paternity pay. Full pay will be calculated on the basis of the average weekly earnings rules used for calculating occupational maternity pay entitlements. The employee will receive full pay less any statutory paternity pay receivable. Only one period of occupational paternity pay is ordinarily available when there is a multiple birth. However, NHS organisations have scope for agreeing locally more favourable arrangements where they consider it necessary, or further periods of unpaid leave.

Employment Break Scheme

- 36.2 The scheme should be agreed between employers and local staff representatives.

Assimilation and Protection

- 46.8 To support the smooth transfer of staff onto new contracts employers may agree locally, through their joint negotiating machinery, a series of operational dates for staff to move in practice to the new system.
- 46.36 Within the new pay structure all leads and allowances will be replaced by higher basic pay for the majority of staff. This supports simplification of the pay system and is consistent with the principle of equal pay for work of equal value. Employers may use their discretion, subject to partnership arrangements, to reward staff undertaking statutory, regulatory duties performed outside of those

required by the job description and/or measured by the NHS Job Evaluation Scheme. Current examples of such statutory, regulatory duties include midwifery supervision.

Monitoring, Reviews and Appeals

47.3 Employers and staff representatives, in partnership, will use the results of the monitoring exercise to ensure best practice is being followed. The information will also be used by the NHS Staff Council to ensure the equity of the system and provide support to employers and local staff representatives.

Annex R: National RRP

- 9 The level of premium payable should be set locally on assimilation in cash terms at a level at least sufficient to ensure the assimilation an existing member of staff will be no worse off. The level of premium agreed locally should therefore be at least sufficient to ensure that the staff in these posts do not require protection under the separate protection arrangements.

Annex S: Local Appeals Procedures

- 1 All employers should agree procedures with their local staff representatives for dealing with differences over the local application of the new national agreement to their individual pay and terms and conditions of service.