

NHS AYRSHIRE AND ARRAN

RESIDENT ON-CALL AND ADDENDUM FOR RESIDENT SHIFT WORKING (2020)

The terms relating to remuneration as set out in this agreement will apply to Consultant and Locum Consultant grades.

1. BACKGROUND

- 1.1 The new Consultants' Contract was implemented across NHS Scotland in April 2004. The Terms and Conditions of Service, Section 4.9.1, makes provision for the handling of Resident On-call to be locally negotiated in accordance with the terms of agreement reached through the NHS Ayrshire and Arran Joint Local Negotiation Committee
- 1.2 Resident on-call is an exceptional circumstance and should not be part of a regular consultant job plan. Regular occurrences would indicate a need for a job plan review.
- 1.3 An example of circumstances in which Resident On-Call (ROC) would be applied is provided in PMT 12.1 as follows: *Situations may arise when the absence of a trainee or SAS doctor is compounded by the inability to secure acceptable locum cover. In these circumstances, the only way to maintain a clinical service may be by requesting the agreement of a Consultant to undertake ROC in place of the non-Consultant Doctor.*
- 1.4 Arrangements for Consultants to undertake ROC should be made on an individual basis, should be voluntary and kept separate from any arrangements agreed for rota cover
- 1.5 ROC rates only apply for the duration of the shift that requires to be covered or such shorter periods as agreed locally.
- 1.6 Remuneration for ROC duties will be applied as per Section 3, para 3.2 below.
- 1.7 In certain circumstances, and for a defined period, agreed with the JLNC, there may be a need for career grade staff to undertake Resident Shift Working, (RSW) which differs from the circumstance described at 1.3 above, but where there is an identified predictable or reasonably foreseeable requirement for career grade staff to assume RSW outwith the normal core hours of 8am-8pm, Monday to Friday and where such working is the only way to maintain a clinical service.
- 1.8 RSW in these circumstances would be defined as the creation of an additional or substantially adjusted rota requiring career grades to undertake a resident shift pattern of work including shifts outwith core hours and which does not form part of their core job plan.
- 1.9 Where appropriate, Specialty Doctor or Associate Specialist grades who are asked and agree to undertake RSW on a Consultant resident shift rota, and who would not have the presence of a 2nd-on consultant, would be contracted as a Locum Consultant to carry out such RSW for the defined period and would become eligible for payment as outlined in this agreement at para 3.4. In all other circumstances SAS doctors would be paid appropriate to their terms and condition of service for their participation.
- 1.10 The requirement to implement RSW would be exceptional and participation would always be by agreement. Such agreement to participate should not be unreasonably withheld.

- 1.11 For the avoidance of doubt, situations including a pandemic outbreak or other circumstance where the NHS is placed on an emergency footing would be regarded as meeting the requirements for RSW as noted at 1.7 above.

PROCEDURES

Consultants undertaking Resident On-Call (ROC)

- 2.1 Where there is the likelihood for resident on-call cover, the following steps should be taken by the Clinical Director/General Manager.
- Establish the need as early as possible.
 - Establish whether there are alternative solutions.
 - Establish the availability of locum cover.
- 2.2 Where the *above* has been exhausted and there is no alternative but to consider short term (48-72 hour) consultant resident on call, the appropriate consultant, should be approached and asked to consider, on an individual and voluntary basis whether they would be prepared to be resident on call. This would normally be the consultant on duty for that period however the feasibility of this would be dictated by individual specialty requirements
- 2.3 Where the consultant agrees, this must be authorized by the appropriate Assistant Director/Associate Medical Director.
- 2.4 It is only at this point that arrangements for a Consultant resident on call should be put in place.

Consultants Undertaking Resident Shift Working (RSW)

- 2.5 The appropriate Director will engage with the LNC Chair to advise that there are circumstances as described at 1.7 which would require the Board to seek to implement RSW and would be looking to engage Consultant grade staff in agreeing to voluntarily participate in RSW.
- 2.6 Such arrangements would be for a limited period, and where it is not possible to define at the outset the duration over which RSW rotas would require to be operational, the arrangements would be kept under regular review.
- 2.7 The Clinical Director will be responsible for engaging with the team to identify optimal arrangements for the implementation of RSW, taking account of prevailing service demands. Once these arrangements have been established, the appropriate rota arrangements will be implemented.

3 REMUNERATION

Consultants Undertaking Resident On-Call (ROC)

- 3.1 Resident on-call rates only apply to the duration of the shift that requires to be covered or such shorter period as may be required locally.
- 3.2 The remuneration for Resident on Call duties are as detailed below. This payment will be paid in addition to any remuneration that the Consultant would otherwise receive for being on duty. Similarly, time off in lieu would be in addition to any Compensatory rest entitlement:

Remuneration

Time off in Lieu

3 x consultant's actual basic salary rate
(including premium rate)

Nil

2 x consultant's actual basic salary rate
(including premium rate)

Equivalent to Duty
period covered

Method of Compensation should be
clearly denoted on the ROC claim form
(Appendix 1).

Consultants undertaking Resident Shift Working (RSW)

- 3.3 The rate of remuneration for Consultant staff undertaking RSW that is not part of their core job plan and which qualifies in line with sections 1.7– 1.9 above will be as per paragraph 3.4.
- 3.4 The rates below will be applied to the revised rota. Where total PA's exceed PA's agreed in current job plan, the Consultant will be entitled to receive the differential. The General Manager and Clinical Director will be responsible for jointly completing the Resident Shift Working Claim form attached at Appendix 4 for the approval of the Associate Director.

Mon-Fri	0800 – 2000	Plain Time (1 PA = 4hrs)
Sat/Sun & PH's	0800 – 2000	Time and a third (1 PA= 3 hrs)
Mon - Sun & PH's	2000 – 0800	Double time (1 PA = 2 hrs)

It will not normally be acceptable to remunerate RSW work via time off in lieu, however there may be exceptional circumstances where this would be considered. Such a request must be made on the RSW claim form (Appendix 2), and submitted to the appropriate AMD for consideration.

4. REST AND WELLBEING

- 4.1 In order to maintain staff wellbeing and safe working arrangements (recognising Working Time Regulations requirements), appropriate rest preceding or following periods of ROC or RSW will be determined locally by the Clinical Director in conjunction with the Consultant.

5. AUDIT

- 5.1 The use of Resident On-Call arrangements or Resident Shift Working (where implemented) will be periodically reviewed and audited to ensure the policy is being used appropriately.

6 IMPLEMENTATION DATE

- 6.1 Due to the specific circumstances of the COVID19 pandemic emergency declared on 16 March 2020, the arrangements in this agreement for Resident Shift Working will be implemented from that date where significant changes qualifying under 1.7-1.9 were put in place and these shall remain in place until 31 August 2020 or whenever

qualifying rotas were stood down, whichever is the earlier.

All other elements of this agreement will be deemed to come into force from the date of agreement by all parties below.

7 EXCEPTIONAL CIRCUMSTANCES

- 7.1 Any Specialty Doctor or Associate Specialist, who, during the period outlined in 6.1 above, was required to participate in RSW on a consultant rota, but was not contracted as a locum consultant, will be able to access the same provisions for payment as consultant staff, as outlined in this agreement for the duration of period of RSW.

8. REVIEW

This agreement is subject to review over a period of twelve months from the date of agreement and will automatically be overtaken by any national agreement of changes in relation to the new consultant contract.

Signed on behalf of NHS Ayrshire & Arran

Signed on behalf of BMA

On (date)

On (date)

Dr C. McGuffie,
Medical Director

Miss J McMillan for Ayrshire
& Arran LNC

30 October 2020

30 October 2020

This agreement was approved by the EMT of NHS Ayrshire and Arran on:

APPENDIX 1 – ROC CLAIM FORM

NHS AYRSHIRE AND ARRAN

CONSULTANTS' RESIDENT ON CALL
RECORD OF PROGRAMMED ACTIVITIES WORKED

Hospital:	
Specialty:	
Name:	
Date of On Call Cover:	
Duty Period Covered: (e.g. 5pm- - 9am)	Total Number of Hours covered:
Reason why Consultant required to be Resident on call:	
Approval granted by Associate Medical Director: (Please delete as appropriate)	YES/ NO

Remuneration Requested

Time off In Lieu

3 x consultant's actual basic salary rate (including premium rate)

☐

Nil

☐

2 x consultant's actual basic salary rate (including premium rate)

☐

Equivalent to Duty period covered

☐

I certify that in making the above claim that the hours worked are additional to my basic Contract of Employment

SIGNATURE: _____

DATE: _____

AUTHORISATION

Clinical Director/General Manager Signature: _____

PRINT NAME: _____

APPENDIX 2 – RSW CLAIM FORM**NHS AYRSHIRE AND ARRAN
RESIDENT SHIFT WORKING CLAIM FORM**

This form is to be used when, resident shift working arrangements have been implemented in line with paragraphs 1.7 – 1.9 of the NHS A&A agreement on resident on-call and addendum for resident shift working (2020)

NAME _____ GRADE _____

SPECIALTY _____ BASE _____

JOB PLAN TOTAL PA'S (inc.EPAs/APAs)	RSW ROTA TOTAL PAs (INC EPAs)	INCREASED PAs TO BE PAID

Effective date of change	
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I confirm I have agreed to the above change and agree to this interim adjustment to my programmed activities. I understand that this is an interim change and as such will be removed with a maximum of one months notice.

Signed _____ Date _____

Agreed with :

Name (Clinical Director) _____ Signed _____

Date _____

****It will be the responsibility of the Clinical Director to inform Medical Staffing of the date of cessation of any temporary changes**