

Department of Laboratory Medicine

Agreement

Provision of Round the Clock Laboratory Services

1. Parties to the Agreement

This Agreement is between Greater Glasgow Health Board (NHS Greater Glasgow and Clyde) and Unite the Union (Unite) and UNISON - representing Biomedical Scientists (BMSs), Biomedical Support Workers (MLAs) and Cytology Screeners employed within NHS Greater Glasgow and Clyde Laboratory Medicine. It has been reached following a process of consultation with the staff affected and negotiation between management and the trade unions Unite and UNISON, and confirmed in membership ballots of both trade unions.

2. Purpose of the Agreement

The purpose of this Agreement is:

- To ensure the continued modernisation of Laboratory Medicine services across NHS Greater Glasgow and Clyde by introducing new working arrangements for the provision of appropriate round the clock laboratory services that are in compliance with the Working Time Regulations. This may be by means of shift working (including when necessary 24/7 coverage), extended day working or on-call from home or a combination of these as appropriate.
- To harmonise the terms and conditions within laboratory medicine across NHS Greater Glasgow and Clyde, in relation to the provision for all working outside normal hours of BMSs, MLAs and Cytology Screeners.
- To ensure, when appropriate, that new arrangements are encapsulated into contracted hours (currently 37.5 WTE).
- To guarantee from future staff, and a continuing commitment from existing staff, of participation in Laboratory out-of-hours working.
- To provide the basis that will allow the implementation of appropriate local service delivery models across NHS Greater Glasgow and Clyde, incorporating the provision of appropriate core services when required.

3. Scope

This Agreement applies, with effect from the 1st January 2010, to **all** BMS, MLA and Cytology Screener staff within Laboratory Medicine. The Agreement is reached under **Annex “D” of the Whitley Council PTB Handbook** as provided for by the **AfC Terms and Conditions of Service Handbook, Section 2 Paragraphs 2.7, 2.31, 2.32 and 2.46 (NHS Circular PCS (AFC) 2008/9)** and does not affect any other terms and conditions of service.

4. Operational Arrangements

Services provided by each laboratory will be agreed in partnership locally, this will also include shift and other out-of-hours arrangements. These arrangements will provide core laboratory services and will, where required, be available between 8 a.m. and 8 p.m. Monday through Sunday. The arrangements must recognise the relationship between staffing levels and service demand, and will be in compliance with the Working Time Regulations.

All such arrangements and amendments will require to be agreed and authorised by General Management in line with the provisions of this Agreement. Failure to agree local provision will be subject to discussion and agreement with the appropriate Trade Union and General Management.

5. Remuneration

Payments for Work Done

Staff covered by this Agreement will be paid at the rate of **time and a half, at the top point** of the appropriate pay scale (see table below) for each hour, or part thereof, for all work done outside normal hours (i.e. outside “9 a.m. to 5 p.m.” Monday to Friday). These payments are **in addition** to normal salary for contracted hours.

Staff Group	Payment for Work Done (at time and a half at the top point of the relevant scale)
BMS	Band 6
Trainee BMS	75% Top of Band 6
MLA	Band 3
Cytology Screener	Band 4

Staff, whose working arrangements are by means of a shift, will have the appropriate payment paid as an annual supplement, in equal monthly instalments, and adjusted as required in line with intensity (i.e. the annual supplement will vary with the intensity of the particular rota and any such variation will not be protected other than in circumstances as defined in the Board’s organisational change policies). These shift arrangements will be such that Staff participating will have their standard contractual working hours (currently 37.5 WTE) averaged over the duration of the shift rotation. Staff whose working hours are incorporated into a shift arrangement will be required to work public holidays for which appropriate rates and time off will be given. Staff on a shift pattern but not required to work a particular public holiday will retain the public holiday in addition to their annual leave entitlement.

Availability Payment

In addition to payment for work done an Availability Payment of **£25.00** for each period worked will be payable to staff that provide an out-of-hours service **in addition** to their standard contractual working hours. Staff providing cover during public holidays as part of an approved rota outwith a shift arrangement, annual leave and sickness absence will also be entitled to an availability payment for each period worked in addition to the above enhanced hourly payment for work done. Staff working a public holiday will receive a day off *in lieu* (unless incorporated into annual leave) in addition to payment.

Travel Time Payment

Staff “called out from home” will be entitled to a travelling time payment of **one** hour for each call out (at the above enhanced rate for work done).

6. Superannuable Earnings

Annual Supplements, the Availability Payment and other regular rostered allowances will be classed as superannuable pay.

Irregular payments such as payment for “calls” or other non rostered arrangements **will not** attract superannuation.

7. Annual Uplifting of Payments

All payments due under this Agreement will be increased in line with the annual pay uplift.

8. Annual Leave

Applications for annual leave shall be subject to the exigencies of the service. Annual leave will not be unreasonably withheld subject to a minimum notice period of 12 weeks.

9. Compensatory Rest

Compensatory rest for those required to work as part of an out-of-hours arrangement (**not** including shift working - i.e for those staff working an on call from home arrangement) will be on a paid (plain) time off basis as follows:

- If required to work between 11 p.m. and 2 a.m. then an officer will not be required to commence duty until 1 p.m. the next day and shall finish duty at their normal time.
- If required to work between 2 a.m. and 6 a.m. then an officer will be entitled to the next day off.
- If required to work between 6 a.m. and their start time for normal duty: commencement of normal hours will be from the start of the call and finish after completing the normal number of hours.

When staff are entitled to time off and the next day is not a normal working day for them (e.g. a Saturday, Sunday or a Public Holiday) then the time *in lieu* is to be taken on a working day within a period of fourteen day.

10. Participation

All appropriately trained staff will be encouraged to participate in Laboratory out-of-hours working.

Part-time staff will be encouraged to participate in out-of-hours arrangements. Cognisance will be taken of how current part time staff participate in existing on call arrangements and hours worked may be adjusted, if desired by the individual, to take this into account.

For **existing staff** (employed as of 1st January 2010) participation is on a voluntary basis. Staff so participating are required to participate initially for a minimum period of 12 months and will be required to give 12 months notice of withdrawal from the service.

Future employees and **those subject to new contracts** *not* as a consequence of organisational change, will have compulsory participation in out-of-hours arrangements under this Agreement written into their Contract of Employment.

When applicable all appropriate staff will be required to undertake on call if participating in shift working.

Participation in shift and other out-of-hours working will be subject to modification as appropriate following the application of **any** NHS Greater Glasgow and Clyde employment policy. Enhanced rates will **not** be paid for employees choosing to change their normal working hours to meet individual, personal work-life balance arrangements. Enhanced payments will **only** be made where service provision is formally requested by laboratory medicine management.

11. Protection Arrangements

Staff will suffer **no financial detriment**, in line with the Board's policies on organisational change, as a consequence of the changes under this Agreement and associated operational arrangements. Determination of whether this provision requires to be applied will be by comparison to a reference period as described by the AfC Handbook or other method agreed in partnership if more relevant.

12. Appendices

This Agreement has been reached following detailed discussion and negotiation between the relevant parties and confirmed in membership ballots of both Trade Unions. **Appendices A and B** comprise documents outlining the management final proposal prior to subsequent modification by this Agreement. **Appendix C** details the monetary value of the payments agreed and are accurate as of the date ascribed.

Appendix A Letter of 11 September 2009 from the General Manager of Laboratory Medicine

Appendix B Management Proposal Paper (dated 15th July 2009)

Appendix C Payment Table

13. Variation to the Agreement

All current out of hours and associated allowances will cease on the adoption of this agreement. Further, any variation to this Agreement will be subject to negotiation and agreement between NHS Greater Glasgow and Clyde, Unite the Union and UNISON. The application of this Agreement may be subject to and superceded by any future decision of the UK Staff Council.

14. Signatories

The following individuals are signing on behalf of the respective organisations that are party to this agreement:

On Behalf of NHS Greater Glasgow and Clyde

Signed

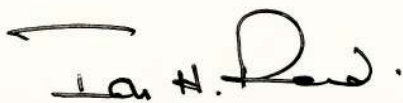


Date

24.3.10

Jane Grant, Chief Operating Officer (Acute Services Division)

Signed



Date

24.3.10

Ian Reid, Director of Human Resources

On Behalf of Unite the Union

Signed



Date

24.3.10

Gordon Casey, Regional Officer Unite

Signed



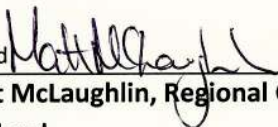
Date

24/3/10

Ian Forbes, Group Secretary Unite

On Behalf of UNISON Scotland

Signed

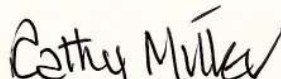


Date

24/3/10

Matt McLaughlin, Regional Organiser UNISON Scotland

Signed



Date

24/03/10

Cathy Miller, Secretary UNISON NHS Branch - Glasgow and Clyde

Diagnosics Directorate
Department of Laboratory Medicine



11th September 2009

Mr Ian Forbes
Group Secretary Unite
NHS Greater Glasgow & Clyde
c/o Cytology Department
Lister Building
Glasgow Royal Infirmary
84 Castle Street
Glasgow
G4 0SF

Dear Ian

Provision of 24/7 Laboratory Service

As a result of our meeting yesterday, management representatives agreed that we would prepare a letter detailing the offer options discussed.

This letter relates to the options offered in response to the three outstanding issues referred to in your response letter of 28th August 2009 to Management's final proposal dated 15th July 2009.

1. Management agree to provide you with example shift patterns and on call from home rota that will reflect likely scenarios by Wednesday 16th September 2009.
2. Management would like to offer the following in relation to superannuable allowances in accordance with regulatory clarification from SPPA:
 - a. Staff that are currently superannuated will be protected.
 - b. All New members of staff joining the service after the acceptance of this agreement will require to do so under a compulsory contractual arrangement.
 - c. Existing staff would be given the opportunity to opt in to the new contractual arrangement in two ways:
 - i. Full permanent participation from commencement of new working arrangements. Staff will receive an annual allowance which will be fully superannuable.
 - ii. Participation on an annual rolling opt in basis ie staff will sign up to a 12 month compulsory rota and will receive an annual allowance in remuneration. This will be fully superannuable. Staff will require to give 12 months notice of withdrawal from this arrangement.
3. Management will give further consideration to the treatment of compensatory rest arrangements.

The above offer is only applicable until 1st November 2009.

Management will expect to have received a formal written response from membership by this date.

Yours sincerely

Isabel Ferguson
General Manager

Diagnostics Directorate

Department of Laboratory Medicine



FINAL MANAGEMENT PROPOSAL (REVISED)

PROVISION OF 24/7 LABORATORY SERVICE

15th July 2009

INTRODUCTION & BACKGROUND

There are a number of business drivers that require Laboratory Medicine to review its service provision out with normal working hours:

- Requirements of European Working Time Directive (EWT) now being enforced by CPA.
- New guidelines that require routine tests to be carried out 24/7 e.g. Troponin.
- Introduction of new working hours for Junior Doctors resulting in routine laboratory requests being required 24/7.

As a result of these requirements, the *Diagnostics Directorate Glasgow and Clyde Laboratory Medicine Negotiating Forum* was formed with its first meeting held on 12th February 2008.

It was agreed that this group would review existing out of hours / on call arrangements and develop a sustainable framework system for out of hours working for all laboratory medicine disciplines.

The final management proposal was presented to staff-side for consideration by their members. As a result of the subsequent ballot that was undertaken, a further meeting took place on Wednesday 24th June 2009.

Senior Staff side representatives led by Gordon Casey, Full Time Official, advised representatives of the management team on a number of areas on which their members wished further clarification or areas that contributed to the rejection of the proposal.

As a consequence of this further discussion and subsequent meeting which took place on the 15th July 2009 the following represents a revised Final Management Proposal for staff-side consideration.

PRINCIPLES

In developing these proposals, management acknowledge the following underlying principles.

1. Final Agreement will be viewed as a jointly agreed package to be signed off by both management and staff-side.
2. Any proposed changes to payments or working practices are governed by terms and conditions as prescribed by Scottish Ministers under Regulation, and the Boards' organisational change Policies.
3. 37.5 hour working week (Monday to Sunday). Enhancements will be payable outwith the current normal working hours i.e. 9am to 5pm.
4. Core laboratory working hours 8am to 8pm
5. Working practices must comply with the Working Time Regulations.
6. Staffing levels will be as a direct result of demand on the laboratory and will vary according to site requirements.
7. access to laboratory service 24/7 in order to achieve
 - a. 4 hour unscheduled care targets
 - b. Outpatient waiting time targets
 - c. Inpatient waiting time targets
 - d. Bed utilisation
 - e. National Clinical guidelines (e.g. SIGN and, when applicable to Scotland, NICE or other agreed standards).
8. Improved work distribution and workflow to reduce stress to staff
9. Range of service provided to meet clinical needs based on outputs from individual management teams.
10. It will be compulsory for all staff to participate on a contractual basis to provide a 37.5 hour week, 24 hours per day, 7 days per week.
 - a. *An annual supplement will be paid to staff required to work standard 37.5 hours Monday to Sunday round the clock under a contractual arrangement. This payment will attract employee and employer superannuation contributions and will, therefore, contribute towards pension entitlement.*
 - b. *New members of staff joining the service, or existing staff who apply voluntarily for a vacant or new post, after the acceptance of this agreement, will require to do so under this compulsory contractual arrangement.*
 - c. *Existing staff would be given the opportunity to opt in to the new contractual arrangement.*
 - d. *Existing staff who do not wish their out of hours participation to be contractual may continue under a voluntary arrangement but are required to give management six month's notice to exit from the new 24/7 service provision outlined in this paper a lesser period may be agreed by management when there are extenuating personal circumstances.*

Appendix B

- e. *For existing staff who do not wish their out of hours participation to be contractual and who continue under a voluntary arrangement, an annual supplement would not be paid. Payment would be made on an “as and when” basis, depending on the number of hours worked outwith the normal working week. The distinction made is that staff who continue to work on this voluntary basis can only be paid retrospectively after they have actually carried out the work as the hours incurred trigger the payment and would, therefore, not be pensionable.*
- f. *Employees who currently work 9 to 5 may choose to participate in the new 24/7 service provision model but only under the new contractual arrangements.*

Appendix B

PROPOSAL

The Working Time Regulations require every individual to have a daily rest period of no less than 11 hours. They also require that an appropriate break is provided depending on the length of the working period. Consequently no period of work can exceed 13 hours. Realistically this means a working period of no more than 12 hours.

1. Staff within Laboratory Medicine will provide a 24/7 service.
2. It is acknowledged that some staff may not be able to rotate through a full 24/7 service and operational management would strive to accommodate individual needs in line with work / life balance. This will apply to existing staff only.
3. The standard working week will be 37.5 hours.
4. Remuneration will be paid, in addition to basic salary, for work undertaken outwith the current normal working hours i.e. 9am to 5pm and, where appropriate, this will be in the form of an annual supplement. The payment, in the case of Biomedical Scientists, is based on the hourly rate at the top point of Band 6 at time and a half (for other Staff Groups please see below).
5. Annual leave will not be unreasonably withheld subject to a minimum notice period of 12 weeks.
6. It is expected that planned Saturday morning working with laboratories will be provided on the basis of a rota, or by a shift system and paid appropriately.

PAYMENT RATES as at 1st April 2008

Annual Supplement (Hourly Rate) Biomedical Scientists	Annual payment to staff required to work their standard 37.5 hours rostered over Monday to Sunday round the clock (i.e. 128 enhanced hours per week). The supplement will be calculated to take account of the number of staff required to be on duty and the number providing the rota.	£25.12
Annual Supplement (Hourly Rate) Biomedical Scientists	Annual payment to staff required to work their standard 37.5 hours rostered over Monday to Sunday between 8 am and 8 pm (i.e. 44 enhanced hours per week). The supplement will be calculated to take account of the number of staff required to be on duty and the number providing the rota.	£25.12
Availability Payment All Staff Groups	An allowance to staff for each period they are required to provide on-call service from home or are rostered to attend the laboratory in excess of their standard hours	£25
Travelling allowance Biomedical Scientists	An allowance to Staff for each time they are called out from home to attend the laboratory.	£25.12
Attendance Supplement Biomedical Scientists	Hourly payment to staff for work done either in response to call from home or rostered work in excess of their standard hours	£25.12

Staff that work a public holiday will be entitled to a day off in lieu.

Biochemistry & Haematology - Working Arrangements

The service will require 24/7 service provision and so staff will be required to work their standard 37.5 hours rostered over Monday to Sunday round the clock. Staff will be required to work on public holidays that fall within the rota.

Based on the above working arrangements, it is proposed that an annual supplement would be paid to all staff participating in regular and rostered 24/7 continuous service working and that it will vary according to intensity.

All new staff engaged after the signing of this agreement will be contracted to provide a 24/7 service under the above terms.

Microbiology - Working Arrangements

The service will require 24/7 service provision and so staff will be required to work their standard 37.5 hours rostered over Monday to Sunday 8am to 8 pm and fully participate in providing on call from home outwith Monday to Sunday 8am to 8 pm. Staff will be required to work on public holidays that fall within the rota.

Based on the above working arrangements, it is proposed that an annual supplement would be paid to all staff participating in regular and rostered continuous service working (Monday to Sunday 8am to 8 pm) and that it will vary according to intensity.

All new staff engaged after the signing of this agreement will be contracted to provide a 24/7 service under the above terms.

All Other Laboratory Disciplines - Working Arrangements

Where there is a requirement for a 24/7 service provision staff will be required to fully participate in providing on call from home outwith normal hours. In addition staff will also be required to participate in a Saturday morning and a public holiday rosters.

Where there is a no requirement for a 24/7 service provision staff may nonetheless be required to participate in both a Saturday morning and a public holiday roster.

All new staff engaged after the signing of this agreement will be contracted to provide a 24/7 service under the above terms.

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Other Working Arrangements

WORKING ARRANGEMENTS	PAYMENT RATE FOR EXISTING STAFF
8.45am to 5pm (Monday to Friday with 45 minutes meal break)	Basic payment rate
8.45am to 5pm (Monday to Friday with 45 minutes meal break) with regular rostered weekend working	Basic payment rate will apply from 8.45am to 5pm (Monday to Friday) plus an availability payment of £25 plus attendance supplement of £25.12 for every hour worked at weekends from 8am to 8pm.
8.00am to 8.00pm (Monday to Friday) (with unpaid meal break as appropriate) and fully participates in on call from home and weekend working ie 24/7 service provision, 365 days per year, including Public Holidays.	Annual Supplement payment for period worked from 8am to 9am and 5pm to 8pm weekdays and 8am to 8pm at weekends. In addition an availability payment of £25 plus attendance supplement of £25.12 for all hours worked between 8pm and 8am at weekends plus one hour to cover travelling to and from hospital (On Call from Home).
8.45am to 5.00pm (Monday to Friday) (45 minutes meal break) and fully participates in on call from home and weekend working ie 24/7 service provision, 365 days per year, including Public Holidays.	An availability payment of £25 plus attendance supplement of £25.12 for all hours worked outwith the standard working hours ie 8.45am to 5.00pm plus one hour to cover travelling to and from hospital (On Call from Home).

Compensatory Rest for Staff Providing an On-call Service

If required to work between 11pm and 2am then an officer will not be required to commence duty until 1pm the next day and shall finish that period of duty at the normal time.

If required to work between 2am and 6am then the officer will be entitled to the next day off.

If required to work between 6am and 9am then an officer will commence their normal duty from the time of the call and shall then be entitled to leave after completing their normal number of hours from the commencement of duty.

OTHER STAFF GROUPS

Part Time Staff

Part-time staff will be paid enhanced rates per the above for all hours worked between 5pm and 9am weekdays and at weekends.

Cognisance will be taken of how current part time staff participate in existing on call arrangements and hours worked may be adjusted, if desired by the individual, to take this into account.

Trainee Biomedical Scientist Staff

Trainee Biomedical Scientist staff participating in regular, rostered work outwith the current normal working hours will receive remuneration of 75% of the top of band 6 at time and a half.

Medical Laboratory Assistants / Biomedical Support Workers

It is proposed that the working arrangements required for MLAs will be the same arrangements as required for Biomedical Scientists. It is proposed that MLAs will be paid enhancements based on the top point of Band 3 at time and a half ie £13.64 per hour as at 1st April 2008.

Cytoscreeners

It is proposed that the working arrangements required for Cytoscreeners will be the same as required for Biomedical Scientists working within the other laboratory disciplines excluding Biochemistry / Haematology. It is proposed that Cytoscreeners will be paid enhancements based on the top point of Band 4 at time and a half ie £16.01 per hour as at 1st April 2008.

Appendix B

ADDENDUM

All current Out of Hours associated allowances will cease on the adoption of this agreement although the differential between the new payments and current actual Out of Hours earnings will be protected as per the Board's Organisational Change policies for existing staff only.

This Agreement may be superceded by the publication of the national review expected in 2011.

Appendix C**Remuneration Rates 2009-10**

Payments for Work Done

Staff Group	Hourly Rate (for each hour or part there of)	Scale Point
BMS	£25.72	£33,436
Trainee BMS	£19.29	£25,077
Cytology Screener	£16.40	£21,318
MLA	£13.97	£18,157

Availability Payment £25.00

Travel Time Payment £25.72

Remuneration Rates 2010-11

Payments for Work Done

Staff Group	Staff Group Hourly Rate (for each hour or part there of)	Scale Point
BMS	£26.30	£34,189
Trainee BMS	£19.72	£25,642
Cytology Screener	£16.77	£21,798
MLA	£14.29	£18,577

Availability Payment £25.56

Travel Time Payment £26.30