**NHS GREATER GLASGOW & CLYDE**

**New Consultant Contract - Resident On-call Policy for Exceptional Circumstances**

**Agreement between NHS Greater Glasgow & Clyde**

**and the LNC Medical Staff Forum**

**1. Introduction**

This paper outlines the agreement reached between NHS Greater Glasgow &

Clyde (NHSGG&C) and the LNC Medical Staff Forum in relation to Resident On-call.

This agreement is based on the New Consultant Contract, which makes provision for local arrangements to be made between the employer and the Consultant as follows:-

“4.9.1. Consultants will not, save in exceptional circumstances undertake Resident On-call. However, the employer will agree with the Local Negotiating Committee (LNC) for medical and dental staff the arrangements in respect of Resident On-call, including remuneration, paid time off in lieu, accommodation and catering. Where it is agreed between the Consultant and the employer that he/she will undertake Resident On-call duty, these arrangements agreed with the LNC will apply”.

**2. Scope of Agreement**

This agreement will be applied to all substantive Consultant staff employed by NHSGG&C, including Consultant staff on secondment to the organisation and those holding Honorary contracts.

**3. General Principles**

It should be emphasised that Resident On-call is an exceptional circumstance and should not be part of a regular Consultant job plan. If it is anticipated that a Consultant may undertake Resident On-call as part of a job plan, it is agreed that further negotiations would take place.

**4. Policy**

4.1. A Consultant is defined as being “Resident On-call” when in order to maintain the safe delivery of the service they are required and are expected to be present at their principal place of work (or other agreed designated NHS establishment) and are available to respond to emergencies for the duration of the on-call period.

4.2. Consultants may choose to remain in the hospital, and if necessary sleep there, so that they are immediately available rather than travel in from home. This is not classed as a requirement to be Resident On-call because the decision is made by the Consultant in light of particular circumstances, rather than being a requirement of the employer.

**5. Exceptional circumstances where Resident On-call applies**

5.1. Situations may arise, for example, when the absence of a junior or Specialty Doctor is compounded by the inability to recruit an acceptable locum. In these circumstances, where gaps on the rotas will lead to the cessation of services on the grounds of clinical safety, to maintain a safe clinical service a Consultant may undertake Resident On-call duties, substituting for the absent non-Consultant doctor.

5.2. The Consultant undertaking Resident On-call duty may, for example, already be scheduled to perform on-call duty over the period in question. In this case, they will then normally undertake the absent junior’s work in addition to the Consultant level participation in emergency service, unless for reasons of clinical safety a second Consultant is required.

5.3. Where there is a long term service issue this will be subject to a separate negotiation.

**6. Remuneration**

6.1. The remuneration for all such duties is 3 x the hourly rate appropriate to point 20 of the seniority scale set out in appendix 3 of the Consultant Terms and Conditions of Service.

6.2. Remuneration applies only to the duration of the on-call period. The payments will not be superannuable, and will be in addition to any remuneration that the Consultant would otherwise receive for being on duty.

**7. Compensatory rest**

7.1. The health and safety of the Consultant and patients is paramount. Consultants by undertaking Resident On-call duty may not achieve the daily or weekly rest requirements for the Working Time Regulations and Compensatory Rest.

7.2. If compensation is applicable it is the responsibility of the Board to ensure that Compensatory Rest requirements are applied for all applicable employees in line with the Working Time Regulations.

7.3. Any need for Compensatory Rest preceding or following such a duty will be agreed locally by the Clinical Director and General Manager in conjunction with the Consultant (and, if necessary, the AMD). Compensatory Rest should normally be taken immediately after the missed rest period.

**8. Standards of Accommodation and Catering**

NHS Greater Glasgow & Clyde will undertake all reasonable effort to ensure acceptable standards of Resident On-call accommodation and catering.

**9. Authorisation**

An Associate Medical Director or General Manager (or deputy appointed with authority under a scheme of delegation) will authorise Resident On-call in advance and the payment of the rate noted above. The Associate Medical Director or General Manager will require to be fully satisfied for the reasons for Consultant Resident On-call and that there is no safe alternative cost-effective arrangement available.

**10. Claims**

Claims for work undertaken in accordance with this agreement will require to be submitted on a monthly basis using the attached form (Appendix 1). Claims must be signed off by the authorising Medical Manager who will be responsibly for validating the claim.

**11. Review**

This agreement will be subject to review by the Medical Staff Forum, twelve months from the date of its’ implementation. The agreement will cease to apply one month following the implementation of any nationally agreed policy.

**12. Status of Agreement**

This agreement has been negotiated between NHSGG & Clyde and the LNC Medical Staff Forum and formally approved at the meeting on <<insert date>>. The agreement will be implemented from that date.

Signed:………………………………………………. (on behalf of NHSGG&C)

Signed:………………………………………………. (on behalf of the LNC Medical Staff Forum)

Date:………………………………………………….

Appendix 1

**Consultant Resident on-call claim form**

|  |  |
| --- | --- |
| **Hospital:** |  |
| **Speciality:** |  |
| **Name:** |  |
| **Date of On Call Cover:**  |  |
| **Number of Hours worked:**  |  |
| **Reason why Consultant was required to be Resident On- call**  |  |

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

**SIGNATURE:**………………………….. **DATE:**……………………….

**AUTHORISATION**

**Associate Medical Director / General Manager………………………………………...**

**(or deputy appointed with authority under a scheme of delegation)**

**Date … …………………**