

**Modernising Blood Collection**  
**Harmonisation of Nurses Working Arrangements**  
**AGREEMENT – 14<sup>TH</sup> JULY 2003**

**Preamble**

The new Donation Process is designed to improve donor session experience in normal circumstances by providing a maximum 30-minute donor throughput. This is underpinned by greater 'Customer Service' input throughout. The Roles and Functions group have acknowledged the need to enhance the clinical supervision and leadership roles on session of qualified Nurses who will be supported by a Donor Carer team where individuals will be able to deploy a wide range of skills. This combination will enable the flexible allocation of staff to the variable peaks of activity, which occur within the flow of the session while enabling the nurses to undertake an appropriate clinical role.

**1. Introduction**

- 1.1 Nurses within the NBS are employed under the provisions of the Nurses and Midwifery Whitley Council and there is no intention to change this position. It is apparent, however, that a wide variety of working arrangements and payment regimes operate around the country and this agreement seeks to harmonise these prior to the proposed migration to the Agenda for Change scales and terms and conditions. This is within the context of the overall modernisation of the collection service including the new Donation Process.
  
- 1.2 In the light of the recent announcement in respect of Agenda for Change and increased clarity about job roles, competency and pay scales there may be benefits to nurses to enter into early discussions with the NBS about the likely applicability of the scheme for nurses in the service. Agenda for Change envisages a process of assessment against the Knowledge and Skills Framework supported by personal development planning and provides for progression within pay bands according to the job evaluated values of particular posts. It is likely, therefore, that there will be the need both to re-evaluate existing jobs e.g. The E and F grade posts, but also to re-examine the grading structure to maximise the flexibility of the new system to enhance career paths for nurses within the NBS.

## **2. Nurses Job Roles and Career Structure**

- 2.1 Agreement has been reached on new E and F grade job descriptions for nurses on mobile sessions (Appendix 1). Static Unit managers will continue to be in G grade posts. Within mobile teams there will be a defined establishment for each grade of post and progression between E and F grade will be by formal selection process as vacancies arise. On implementation, existing E and F grade nurses will be assimilated to the same grades but working to the new job description. **Nurses who have been ‘acting’ at a higher grade for a period of 12 months or more will have the right of assimilation to the higher grade but the team grade establishment will be reviewed on the occasion of staff turnover.**
- 2.2 The most senior nurse on session will take the lead clinical role for the team. In the absence of the Team Manager the most senior nurse on session will take managerial responsibility for that team. Nurses will usually be assisted in their overall team responsibilities by a Donor Care supervisor with the purpose of providing the highest standard of clinical and operational supervision of session activities. Donor Care supervisors will assist the Team Manager and the Health Care Professional in the production of individual training plans for donor carers Level 1 and 2 and will assist in providing mentorship to aid the development of these staff. Donor Care supervisors will organise session activities and deploy session staff so as to ensure that Donor throughput is as efficient and customer focused as possible and particularly that -; every donor will receive a warm welcome. Individual donors needs and expectations will be identified, respected and valued. Every donor will be appreciated, thanked and encouraged to return. It is anticipated that, by deploying these skills, donor care supervisors will assist nurses to free up time to fulfil the requirements of the new E and F grade job descriptions. In recognition of the ultimate clinical responsibility/accountability of the nurses, they will have a role in the selection of Donor Care Supervisors.
- 2.3 The job descriptions for E and F Grades are designed to define the changed role for nurses in the light of the overall modernisation of the collection service. The introduction of these new roles will be underpinned by an individual training needs assessment and the provision of any necessary ‘top up’ training. All nurses are expected to undertake any training necessary to achieve full proficiency for the grade and job description to which they have been assimilated. As is the case with all job descriptions these will be subject to evolution over time in response to donor/patient/clinical need; technological/scientific/clinical advances etc. While there will always be full and proper consultation with nurses through the Nurses Forum and NJSC with regard to necessary change it will be jointly understood there should be no barriers to service improvement and, as change is embraced, job size and value

will be reassessed in accordance with the job evaluation and remuneration framework of Agenda for Change.

- 2.4 The acceptance of nationally agreed job roles and grades for nurses under the current grading structure is seen as an interim step to achieve national consistency prior to further joint discussions in the Nurses Forum/Collections Committee and NJSC on the full implementation of Agenda for Change.
- 2.5 In order to support nurses undertaking the new job roles a programme of clinical leadership training is being designed. In the calendar year following the implementation of this agreement all nurses will, as a minimum, be offered a 1-day introduction to the principles of clinical leadership.

### **3. Work Practices**

- 3.1 Central to this agreement is full implementation of all session operational working arrangements defined in the new Donation Process.
- 3.2 Sessions will operate so as to maximise donation opportunity, address local donor preferences, maintain customer service standards, ensure that staff achieve proper meal break(s) and that staff workload remains at a reasonable level. It is recognised that there are a number of practical considerations affecting how sometimes competing objectives can be achieved.
- 3.3 How sessions operate will therefore be determined in consultation with staff locally, taking account of all local factors to produce the optimum balanced donor and staff-focused outcome. Howsoever sessions are operated, meal breaks must be arranged to ensure staff achieve them in accordance with H&S requirements.

### **4. Mobility**

- 4.1 In order to maximise the opportunity to donate and to cater for varying sized groups of available donors it is essential that nursing resources can be deployed flexibly in order to optimise collection on a cost effective basis.
- 4.2 Nurses' historic willingness, if necessary, temporarily to work as required as part of another team is appreciated by the NBS and this requirement will continue into the future. Nurses will have an attachment to a 'home' team but it is acknowledged that they may be required to cover other teams in the geographic area. Where this becomes necessary, in the first instance, volunteers will be sought. In recognition of this requirement to maintain mobility, allowances detailed in section 9.2 will be made available.

- 4.3 If selection of nurses is necessary proper account will be taken of their domestic responsibilities and personal circumstances.
- 4.4 The operation of this arrangement will not be used to materially increase normally required total working time without the prior agreement of the nurse.
- 4.5 While travelling time from base will always be kept to a minimum consistent with efficient deployment of staff there shall be no limit to the travelling time component of the working day whilst using NBS transport.
- 4.6 Operations may be planned in advance as part of session planning or be in response to short notice circumstances. Where it is short notice involving change to an individual nurse's already notified rota, the new duty must comply with the planned start/finish time of the original duty unless the nurse agrees otherwise.

In the case of nurses who are wholly static site based, ad hoc support on a mobile session will not result in a longer overall working day, including travel, unless the nurse agrees.

- 4.7 The issues in this section are not related to changes which involve the permanent amalgamation or deletion of teams, when a due process of consultation will take place.

## **5. Away From Base Allowances**

- 5.1 Nurses have a right to retain the full provisions of the GWC agreements on subsistence except in circumstances where local agreements have been reached. (See also 5.8).

The main features of General Whitley Council Subsistence Allowances are:

- 5.2 To reimburse the necessary extra costs of meals, accommodation and travel arising as a result of official duties away from home.
- 5.3 A meal allowance is payable when an employee is necessarily absent from home and more than five miles from headquarters by the shortest practical route, on the business of the employing authority.
- 5.4 A day meals allowance is payable only when an employee necessarily spends more on a meal/meals than would have been spent at the employee's

headquarters. An employee shall certify accordingly on each occasion for which days meals allowance is claimed but a receipt is not required.

- 5.5 Normally an employee claiming a lunch meal allowance would be expected to be away from his/her base for a period of more than five hours and covering the normal lunch time period of 1200 hours to 1400 hours.
- 5.6 To claim an evening meals allowance, an employee would normally be expected to be away from base for more than ten hours and unable to return to the base or home before 1900 hours and as a result of the late return is required to have an evening meal.
- 5.7 Employees may qualify for both lunch and evening allowance in some circumstances.
- 5.8 All existing local, non Whitley, agreements, for nurses and other collection staff, on the payment of subsistence will be replaced by the new 'Away from Base Allowance'. The Away from Base Allowance would be applied to any sessional duty. The full details of the proposed Nurses Away from Base Allowance are attached to this document at Appendix 2. Nurses undertaking duties away from the session environment would fall within the General Whitley Council expenses regime. Existing nurses on Whitley Subsistence will be given the option to move to this new scheme or stay in their existing scheme. New entrants will go onto this new scheme.
- 5.9 In the context of this agreement nurses are advised that current Whitley subs are not guaranteed to be up rated in line with prices: Away from Base Allowance is annually updated and that:-
- current Whitley subs can only be claimed in certain qualifying circumstances: Away from Base Allowance will be paid for every duty away from base.

## **6. Working Time**

- 6.1 Satisfying donor preferences requires the optimum deployment of Collection Resources, which in turn necessitates flexibility in the organisation of working time. It is, however, recognised that there is a need to strike a balance between donor- focused flexibility and nurses needs for stability in their domestic/social planning. In all cases total working time shall be organised and limited as necessary to comply with the requirements of the Working Time Directive. Duties and work rotas will be planned through consultation and involvement of nurses and to the maximum possible extent arrangements will embrace the

concept of self rostering in the interests of Improving Working Lives. The principle of consultation and involvement will equally extend to the organisation of session's e.g. Meal break arrangements.

## **7. Full Time Working**

- 7.1 Existing working time arrangements will be preserved as far as is practicable and consistent with overall efficient team operation. Where incompatibilities arise nurses are committed to resolving these through a process of joint consultation within the context of the permitted Whitley N&M flexibilities.
- 7.2 Hours worked in excess of the contracted average will attract overtime payments in accordance with the N&M Whitley Council.
- 7.3 Meal breaks do not constitute working time. It is acknowledged, however, that nurses are a scarce resource and circumstances do arise where a nurse is prevented from taking an uninterrupted break, with the ability to leave the session. In these circumstances nurses will be paid for their meal break on the understanding that they will be willing to respond to the needs of other staff and donors during this time. This is in keeping with the nurse's professional accountability for the provision of care to clients and service delivery. Appropriate level of available trained nurses will be maintained to make this scenario the exception rather than the rule.
- 7.4 Contracted working hours may be rostered over an average of up to 5 duties per week and on any day of the week. (But refer to Weekend/Unsocial hours working section for provisions and limitations applicable to existing staff).
- 7.5 Duties (inclusive of meal breaks i.e. elapsed time) may be planned of any duration subject to a minimum of 6 hours and a maximum of 12 hours.
- 7.6 Notwithstanding the contractual week nurses will agree to a contractual commitment to being rostered to work if required of up to a total of 40 hours per week in order to cater for 4 typical full-length mobile sessions per week. Such hours are rostered overtime and will attract the N and M overtime premium. NB this facility may not be used to enforce rostered overtime on existing nurses who do not currently undertake any, nor to increase the amount of overtime being undertaken by existing nurses.
- 7.7 All other overtime is voluntary and will be recompensed with the appropriate TOIL within a three month timescale or be paid at the appropriate N&M rates.

## **8. Part Time Working**

- 8.1 There shall be no barrier to the employment of part time nurses to ensure or supplement collection activity
- 8.2 Part time working is defined as any contracted working hours of less than an average of 37.5 per week.
- 8.3 Hours worked in excess of the contracted average will be paid at flat time until an average of 37.5 has been reached. Further hours will then attract overtime payments in line with N&M Whitley Council.
- 8.4 Meal breaks do not constitute working time (but see also point 7.3 for full time workers).
- 8.5 Part time working may be contracted over an average of up to 5 duties per week and on any day of the week (refer to the Weekend unsocial hours working section for the limitation on existing members of staff).
- 8.6 Duties (inclusive of unpaid meal breaks i.e. elapsed time) may be planned of any duration subject to a maximum of 12 hours.

## **9. Applicable to all**

- 9.1 Working time is defined as any time when the individual is travelling in an NBS vehicle (or NBS provided substitute) at the behest of the employer or is available at a workplace to perform duties, attend training, meetings etc.
- 9.2 It is acknowledged that there are advantages in encouraging the mobility of nurses (see also 4.2) and for this reason it is agreed that a nurse may make their own way to and from a session. On these occasions the nurse will be required to report at the sessions 30 minutes before the planned sessions start time in order that the clinical environment can be supervised, any health and safety issues addressed and the team is briefed for the day. At the end of the session the nurse may leave once they are satisfied that all the clinical aspects of reconciliation are complete and that the last donor has left the session. Working time will commence/end at the required report/finish time at the session plus an allowance for travel time/mileage. Nurses will be paid for any travel time greater than of 15 minutes each journey to and from any session away from the team base. In addition any miles driven above 5 for a single journey will be reimbursed by the appropriate Whitley mileage rate.
- 9.3 Where nurses are currently employed on the basis of making their own way to session these arrangements will continue. The Inland Revenue taxation regime applicable to these circumstances will be applied. There will be further consultation on the arrangements to be applied to new nurses joining

the service. All existing lease car arrangements will be allowed to run to the expiry of the lease period when, as is the custom, business miles will be reviewed to establish if a new lease is merited.

- 9.4 Where approval is given for a pick up or drop off en route there must not be any significant deviation from the standard routing. Duty time will be calculated as from/to base.
- 9.5 An individual nurse's start finish time will be calculated by reference to that individual's actual start and actual finish times.
- 9.6 Achieved working time per day will be calculated to the nearest 15 minutes.
- 9.7 Subject to meal breaks being arranged so as to ensure compliance with Working Time Directive and Health and Safety requirements, these will be determined through local consultation relative to each session, taking account of all local factors and in keeping with maintaining a balance between staff and donor needs. Whilst meal breaks are normally unpaid, if due to operational requirements a nurse is required to remain on the session premises the break will be paid provided that the nurse is prepared to respond to the needs of donors or staff during that time. Refreshment will be taken as necessary without formal breaks. An appropriate level of trained nurses will be maintained to make this scenario the exception rather than the rule.
- 9.8 Operation of the average number of duties shall not result in an individual being rostered to work more than 10 duties in any 2 consecutive weeks (Mon-Sun) with an additional provision that duties may be rostered on a maximum of 6 consecutive days.
- 9.9 Rosters will be provided at least 4 weeks in advance, which identify the normal working time component of each week (Mon-Sun). Local arrangements regarding eligibility for overtime payment or time off in lieu will continue to apply unless otherwise agreed with the nurses concerned. Where in the context of paragraph 7.1 averaging is agreed normal working time may be more or less than the contracted working week, but will achieve the contracted average over the agreed averaging period. All hours worked in excess of each agreed roster cycle will attract the N&M overtime premium.
- 9.10 Rostered work time not achieved because of actions of the NBS e.g. abandoned-early sessions or as a result of authorised absence of the nurse e.g., sickness absence will be 'credited' as if worked. Rostered overtime will also be credited as if worked where non-achievement is due to the actions of the NBS.

- 9.11 Variations applicable only to existing nurses. Where an individual nurse has genuine and reasonable circumstances, which prevent them working a variable number of duties per week and/or variable days of the week, these must be disclosed fully, in strict confidence. Such circumstances will be considered sympathetically and rostering arrangements agreed on an individual basis.
- 9.12 There is no change to the currently contracted number of work hours of individual part time staff.
- 9.13 Rosters will show in respect of all required duties, planned venue, and rostered start and finish times at base. Once the roster is published any required change of duty must be within the original rostered start and finish times, unless otherwise agreed by the nurse.
- 9.14 Duties on mobile sessions will be planned on the basis of session open hours plus a realistic transport time to /from base plus realistic session preparation/packing away time. Session organisation will be actively managed endeavouring to make actual duty finish times as reliable as possible versus plan. Within sessions there will be an ongoing move towards the provision of appointments and there will be active queue management to agreed national protocols.

## **10. Weekend, Public Holiday and Unsocial Hours Working**

### **Background**

- 10.1 It is essential to satisfy donor preferences as to when they find it convenient to donate. It is also imperative to ensure the availability over weekend/public holiday periods of life- saving products, which have a short shelf life. The need for working at weekends, on Public Holidays and during other unsocial hours will be kept to a minimum and will be evidenced based.
- 10.2 It is also recognised that staff have needs and preferences in order to enable them to achieve a satisfactory work/home balance. As far as possible the principles of self-rostering will be adopted in the distribution of the required duties in keeping with Improving Working Lives objectives.
- 10.3 All available evidence concerning the need for weekend/ public holiday /other unsocial hours working will be shared openly with staff. Each Team and Regional Collection Committee will continually keep under review evidence as to local donor preferences and will work collaboratively with Team/Regional Management towards addressing those needs .The working arrangements sub group of the Nurses Forum will also, if requested, review issues which cannot be resolved locally. It is jointly recognised for example

that over time a move toward the increased employment of part time or full time nurses specifically recruited and willing may be an effective way of meeting Donor /Patient needs whilst moderating demands on existing nurses. Such a change will however take time being subject to turnover creating opportunity. It is however important that nurses are involved fully in developing plans to bring this about. The Collection Committee and the NJSC will remain the sovereign bodies for the ratification of all proposals relating to nurses.

- 10.4 Current contractual arrangements for the pay for such duties will remain those within the N&M Whitley Council. Both sides will agree to have on going discussions about these contractual issues in the light of the necessity to manage the proposed migration to the Agenda for Change arrangements.

**Variations applicable to existing nurses:**

- 10.5 It is acknowledged that a variety of arrangements currently exist in relation to the frequency with which nurses are required to undertake weekend /public holiday working.
- 10.6 In order to improve the availability of critical short shelf life products it is envisaged that all nurses will commit to undertaking rostered duties on a minimum of 3 days falling in public holiday weekends in any one year. (Static site nurses 4 days). On any occasion of sessions being planned on a Public Holiday the first call will be for volunteers. Only in the event that sufficient volunteers are not available will these contract provisions be utilised.
- 10.7 Except for this there is no specific requirement for any nurse to work more weekend/public holiday days than they currently do. (By reference to the year ending 31 December 2002).
- 10.8 Evidence regarding local requirements will be jointly studied and nurses are committed to the development of local action plans which balance the needs of donors and staff.
- 10.9 Notwithstanding the provisions of 2 and 3 above, where an individual nurse has genuine and reasonable circumstances which prevent them working on a Saturday and/or Sunday and/or on public Holidays, these must be disclosed fully, in strict confidence. Such circumstances will be considered sympathetically and suitable rostering arrangements agreed on an individual basis.

## **11. Driving Duties**

- 11.1 It is acknowledged that some NBS nurses are required to drive vehicles to and from sessions. Where this is a requirement of the post and, subject to the completion of the NBS driving assessment, nurses will be paid the same driving supplements as those proposed for Donor Carers.
- 11.2 It is not the wish of the NBS to require people to drive who fundamentally do not wish to do so. However in order to ensure continuity of operations a nurse who currently undertakes driving duties, or who is required to commence them must do so until such time as a willing replacement is available.
- 11.3 This will be in the form of an annual Driving Supplement payable monthly pro rata.

Standard rate	3%pa of top salary point for Donor Care Supervisor.
Medium sized rate	5%pa of top salary point for Donor Care Supervisor.
Combined	8%pa of top salary point for Donor Care Supervisor.
All types inc. large sized vehicle	10%pa of top salary point for Donor Care Supervisor.

### **Definitions**

Standard Rate (for driving of vehicles of less than 3500 kg gross vehicle weight (GVW) An example would be driving the team mini-bus.

Medium Sized Vehicle Rate (for driving of vehicles of more than 3500 kg and less than 7500 kg GVW). An example would be driving the team equipment lorry.

Combined Rate (for driving of all vehicles less than 7500 kg GVW). An example would be a driver who drives both the team mini-bus and the equipment lorry.

All types rate (for driving all vehicles including those over 7500-kg GVW). An example would be driving a 6-bed articulated trailer bloodmobile .

- 11.4 Payment is subject to an individual achieving and maintaining appropriate competency. Payment commences on the date of achieving competency and becoming available for the appropriate level of driving duties.
- 11.5 If driving duties (all/part) cease at the behest of the employee (inc. failure to maintain competency/loss of appropriate licence) the supplement will cease/reduce immediately. If they cease (all/part) at the behest of the employer normal protection protocols will apply. Where the cause is due to lack of medical fitness, normal ill health protocols will apply

## **12. Statutory Days**

- 12.1 The traditional fixed "Statutory days" of holiday will no longer apply. "Statutory Days" will be incorporated as annual leave days, and calculated as above. This leave to be applied for as normal leave entitlement. Those people giving up their statutory days will be paid a one off lump sum payment of £300. The change will not be effective until calendar year 2004 in order to protect existing holiday plans. This is in advance of Agenda for Change plans to automatically incorporate such days into annual leave.

## **13. Lead in Payment**

- 13.1 Although there is no overall change to nurses Terms and Conditions it is recognised that acceptance of the various changes associated with modernising Collection will impact on the working arrangements and future roles of nurses as outlined in this paper. In the event that agreement to proceed can be confirmed by 31<sup>st</sup> July 2003 nurses will be afforded a lead in payment of £500.

## **14. Other**

- 14.1 Except as varied by this agreement, the employment of staff covered by this agreement shall be in accordance with and subject to the provisions of the N&M and General Whitley Councils (or successor body).
- 14.2 Those elements of this agreement at variance with Whitley provisions constitute a collective agreement between the National Blood Service and recognised Trade Unions of the NBS National Joint Staff Committee (NJSC).
- 14.3 Both the relevant Whitley provisions and the provisions of this collective agreement, including subsequent amendments, are incorporated in the terms and conditions of all subject staff.
- 14.4 Annual pay awards will be those applicable to N&M Whitley staff (N&M Whitley or successor body).

- 14.5 Any dispute arising regarding interpretation of collective agreement provisions shall be referred to the NBS NJSC for joint resolution. In the event that NJSC cannot reach agreement, either party may invoke independent binding arbitration.

## **Appendix 2**

### **Nurses Away from Base allowances**

It is recognised that Nurses operating routinely away from their contracted base are likely to incur additional expense. The nature and location of collection venues does not however consistently offer suitable opportunities for the purchase of meals and therefore the expenditure incurred is not necessarily on the day of the actual duty.

The tax treatment of allowances is exclusively a matter for the Inland Revenue. A joint approach to the Inland Revenue will be made to secure the most favourable possible tax treatment.

**In recognition of all expense factors, Nurses employed on mobile teams will be paid as follows:**

**Away from base allowance:**

£5 per duty for duties scheduled to end no later than 7pm.

For duties scheduled to end after 7pm - **£1.00** per hour (or part thereof) away from base, subject to a minimum of £5 per duty.

These rates will be adjusted annually on 1 April in accordance with RPI, commencing 1/4/2004.

The allowance payable will be calculated by reference to the scheduled duty length/finish time. (Approved own way travel arrangements to/from session will not result in a different allowance to that of other team members).

**Applicable only to current staff claiming subsistence under Whitley (or other) provisions.**

(A) The subsistence payments of each employee will be determined by reference to the 12 months ending May 03. (Appropriate adjustment will be made to reflect short service or exceptional prolonged absence).

(B) These will be recalculated to project what would have been earned had Away from base allowances pertained during the period.

(C) If the value at (A) is greater than that at (B) the difference will be protected in the form of an annual supplement payable pro-rata monthly. The supplement will not increase. It will progressively reduce as follows: -

Year 1 commencing 01.04.03 -	100% difference
Year 2	- 75% difference
Year 3	- 50% difference
Year 4	- 25% difference
Year 5	- no supplement

The supplement payable in any year will be further reduced if necessary to ensure that the value of supplement plus projected away from base allowances does not exceed the value at (A). No supplement is payable once the projected Away from base allowance value exceeds the value at (A).

Note: Projected allowances for the year ahead will be those in the year ending uplifted by any applicable RPI increase

**Notes:**

1. Part time staff will receive the full appropriate Away from Base allowance.
2. Staff who are part Static base, part mobile will be paid the appropriate Away from Base allowance per duty away from base.
3. Wholly Static Base staff are eligible for the appropriate Away from Base allowance in respect of adhoc duty away from base.
4. Away from Base allowance is claimable only for working time as defined in this document and which is away from base.
5. As Away from Base allowance is compensation in respect of additional costs incurred as a result of working away from base, it is not pensionable.
6. Only in the event of significant delay to duty finish time, defined as 1 hour or more, will the allowance claimable be based upon the actual duty length/finish time. (Where a significant delay results in a planned pre 7pm duty finish becoming post 7pm, the allowance claimable will be £5, plus £1.00 per hour (or part thereof) for all time after 7pm.
7. Duties proposed by Management will identify attaching allowance entitlement. If following Consultation the duties change at the behest of staff, the attaching allowances will not increase.

**Exception.**

Should duty require overnight stay away from base, for that period away from base the Away from Base allowance is not claimable. Instead Subsistence Allowances may be claimed strictly as per Whitley provisions.