

## Final

### Modernising Blood Collection Collection Staff Terms and Conditions Agreement

Effective 1 April 2003 - (unless otherwise stated)

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## **Scope of this agreement**

- 1 This agreement is an interim agreement to bridge the period until NHS-wide Agenda for Change can be implemented in the NBS. If Agenda for Change is not agreed by the NHS staff overall this agreement will however endure indefinitely.
- 2 During this interim period it will be the joint intention of the parties to prepare for a smooth transition to Agenda for Change arrangements (if agreed). As further information regarding Agenda for Change provisions becomes available features of this agreement will be jointly examined to determine whether they can be maintained within Agenda for Change. Where not and where continuation of those features is jointly considered to be important and justified in the particular circumstances of the NBS, a joint case will be made to the relevant body seeking approval.
- 3 In principle this agreement supersedes all previous agreements, - national, regional or local, and all established custom and practise. However, where local variation is justified due to particular local circumstances, local agreement or custom and practise may be specifically agreed, but this shall not apply to rates of pay/allowances or other core terms and conditions issues. Pre implementation, an outline list of agreed local variations will be jointly determined by the Collections Committee.

## **Applicability of agreement**

- 4 Other than in respect of the adoption of the new donation process, this agreement is not applicable to Nurses or Sessional Medical Officers. Revised Job Roles for Grade E and F Nurses are proposed and are the subject of appropriate separate discussion. Equally the Nurse Forum will consider what if any other changes to existing arrangements are appropriate for Nursing staff in the light of this agreement.
- 5 This agreement is applicable to all future and current Collection Staff, (inc. Static site but excluding A&C/Ancillary grades exclusively employed on reception duties or refreshment duties in Static Sites). The current roles of "Clerk", and "Driver Tech" (whether reporting to the Services to Donors Directorate or to the Transport Directorate) cease to exist. Staff members employed in these roles will have options available to them see **Annex 1**.  
The objective will be to provide security of employment.
- 6 The agreement applies equally to Part-time staff, on a pro-rata basis where appropriate.

## **Protection**

- 7 There is no intention that any current employee should be worse off as a result of this agreement. Nevertheless it is almost inevitable in the process of harmonising the wide variety of existing arrangements that despite there being no intention some detriment could result for some individuals. Should this prove to be the case "Protection" will apply as per the agreed NBA Protection Policy.

**Job Roles, Career Structure, Salary scales, Driving, London weighting/COLS and Lead-in Payment**

**Donor Carer - Job roles and Career structure**

Background

- 8 The new Donation process is designed to improve Donor Session experience by providing a maximum 30-minute Donor throughput. This is underpinned by greater "Customer Service" input throughout. The operation of the new process works best when a high proportion of the Donor Carer team are able to deploy a wide range of skills thereby enabling the flexible allocation of staff to the variable peaks of activity which occur within the flow of the session. The Roles and Functions Group have also acknowledged the need to enhance the clinical supervision and leadership on Session, resulting in revised Job profiles for qualified Nurses. Nurses will take a less active part in the operational activity and this provides scope for enhanced clinical involvement by Donor Carers.
  
- 9 The following job roles and functions, together with associated required skills/knowledge reflect the activities and technologies of the NBS at commencement of this agreement. Central to this agreement is recognition and acceptance that these will evolve over time in response to Donor/patient needs, technological/scientific/medical advance, or otherwise. Whilst there will always be full and proper consultation with staff regarding necessary change, a fundamental tenet of this agreement is that there will be no barriers to service improvement, nor to the evolution of roles/functions etc. This tenet is wholly in keeping with the underpinning philosophy of Agenda for Change and, as change is embraced, job size and value will be reassessed in accordance with the job evaluation and remuneration framework.
  
- 10 The job functions in the following table will be defined in Job Descriptions to be jointly agreed. However, see **Annex 2** for indicative definitions.

**11 Donor Carer Job roles and Career Path**

<b>Proficiency Level</b>	<b>Roles &amp; Functions *</b>	
<b>Trainee Donor Carer</b> Progression from minimum scale salary dependent on Core Skills proficiency having been attained.	Core skills/work areas: <b>Monitoring and managing donations</b> (whole blood and/or Apheresis) <b>Setting up, and setting down a session.</b> <b>GMP compliance, SOPs and associated session tasks</b> (e.g. 'running', packcheck) <b>Delivering quality care and service to donors</b> <b>Adverse reactions to donation</b> – Prevention, Identification and response	
<b>Proficiency Threshold – Must have competency in all Core skills</b>		
<b>Donor Carer I</b>	<b>Required Training and Practice in:</b>	
<i>Optional Training in VP or Donor Screening (Adv), Aph (Adv)- (Apheresis Practice work areas only)</i>	core skills plus: <b>Admin,</b> <b>Donor Screening (inc. Hb estimation)</b> <b>Training (Basic)</b>	
<b>Automatic Progression to Donor Carer II on achieving VP or DS (advanced), or Apheresis (Adv) - (Apheresis Practice work areas only)</b>		
<b>Donor Carer II</b>	<b>Required Training and Practice in:</b>	
<i>Optional Training in any remaining proficiencies (appropriate to work area activities)</i>	As Donor Carer I plus Achieved Proficiency <i>Plus 2 of</i> <b>(Remaining of) VP, DS (Adv), Apheresis (Adv) - (Apheresis Practice work areas only).</b> <b>Trg &amp; Assessing</b> <b>One Core Responsibility (e.g. currently :- Key Pulse Trainer, venue assessor, First Aid, Manual Handling lead, Skill Area lead Risk assessor, SOP writer/validator, marketing)</b>	
<b>Subject to vacancy - Must have 3 required Donor Carer II Proficiencies.</b>		
<b>Donor Care Supervisor</b> <i>Optional Training in any remaining proficiencies (appropriate to work area activities)</i>	<b>Note:</b> In order to progress to the final 2 points of the salary scale, any 2 out of the following proficiencies must have been attained : VP, DS (Adv), Aph (Adv)	<b>Required Training and Practice in :-</b> <b>As Donor Carer II Plus:</b> <b>Mentor</b> <b>Supervision</b>

- Notes**
- 1\* Assumes Customer Service Training throughout.
  - 2 All staff to work flexibly within and across all functions in which they are personally proficient, irrespective of their overall Proficiency Level.
  - 3 The identified Roles and Functions do not constitute a comprehensive Job profile.
  - 4 See clause 17.9 for priorities re VP, DS (Adv) and Apheresis (Adv) training.

## **12 Salary Scales**

**Basic Salary (Fulltime) £s per annum  
(2002/3 rates, next review 1/4/03)**

10,700	<b>Trainee</b>
<b>Proficiency Threshold</b>	
11,000	<b>Donor Carer I</b>
11,300	
11,650	
12,000	
12,350	
12,700	
13,300	

12,700	<b>Donor Carer II</b>	<b>Donor</b>	14500
13,300		<b>Care</b>	14900
13,700		<b>Spvr</b>	15,350
14,100			15,800
14,500			16,200
14,900		<b>Proficiency</b>	
15,170		<b>Threshold</b>	
			16,850,
			17,250

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## **13. Driving Duties**

- 13.1 The core job roles and basic salary scales for Donor care staff do not reflect Driving duties.
- 13.2 Staff may however be recruited on the basis that they will/may be required to drive NBS vehicles. Whether this contractual requirement is applied at recruitment will depend on Team Driving requirements and the extent of existing driver availability.
- 13.3 In the case of existing staff some have been recruited on this basis, others not. For those employed on the basis that driving may be required, this will remain the case. Otherwise Driving duties are subject to the agreement of the employee.
- 13.4 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 person who currently undertakes driving duties, or who is required to commence them must do so until such time as a willing replacement is available.
- 13.5 In recognition of the need to recruit and retain people willing to undertake Driving duties, over and above the salary scale-remunerated core job requirements, staff who undertake driving duties will attract additional remuneration. This will be in the form of an annual Driving Supplement payable monthly pro-rata.

Standard rate	3%pa of basic salary.
Medium sized rate	5%pa of basic salary
Combined	8%pa of basic salary
All types inc. large sized vehicle	10%pa of basic salary

## **13.6 Definitions**

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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 .

### **13.7 Commencement/cessation of driving supplement.**

13.7.1 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.

13.7.2 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.

13.7.3 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.

## **14 London Weighting and Cost of Living Supplements.**

14.1 Donor Carers and Donor Care Supervisors will be paid London Weighting Allowance in accordance with N&M Whitley Provisions, related to their Team base.

14.2 Existing recipients will continue to receive Cost of Living Supplements as applicable to Whitley N&M.

14.3 Future recipients will be those appointed to DCS vacancies, at the appropriate COLS rate related to Team base. (No change to existing geographic criteria).

## **15 Lead in payment**

In recognition of Staff co-operation and as a gesture of goodwill, on implementation of this agreement all subject staff will be paid a one-off Lead-in payment of £500. NB: This payment is subject to this agreement being concluded prior to 31 March 2003.

## **16 Transfer to new arrangements - existing employees:**

### **16.1 Assimilation Salary**

An assimilation salary will be determined for each existing employee. This will be the total of existing basic salary plus any fixed supplements but excluding any amount exclusively attributable to driving, London Weighting and 'Cost of Living', Shift or Unsocial Hours.

## **16.2 Proficiency assessment**

An assessment of each existing employees proficiency level will be made to determine the level (scale) to which they should be assimilated.

### **Assimilation**

- 16.3.1 Each person will be assimilated to the grade/scale appropriate to their proficiency. Increment point in the new scale will be that which is equal to or nearest above their assimilation salary. If a person's assimilation salary exceeds the appropriate new grade maximum, assimilation salary will be preserved on a personal basis as an "above scale increment point". This will attract annual pay review increases.
- 16.3.2 All staff assimilated as DCI will be offered training within 12 months of the implementation of this Agreement. which will enable them to achieve proficiency for DCII.
- 16.3.3 Venepuncturists currently on Whitley Grade B will, on assimilation to DC2, be assimilated to the increment point which achieves at least a minimum £400 increase above "assimilation salary" (as defined above). This minimum increase is only applicable to "Whitley B Venepuncturists" who have at least 12 months established proficiency and practice.
- 16.3.4 Existing Whitley Grade C venepuncturists with full incremental scale expectation, and venepuncturists on the BCTA Agreement, will have a personal option to remain on their existing payscale with incremental progression to that scale maximum - or to assimilate to DCII at the increment point above assimilation salary with future progression up to top of DCII scale in accordance with the provisions of this Agreement.
- 16.3.5 Where on assimilation the increase achieved versus "assimilation salary" is less than £400pa, existing increment date will be retained. Where the increase is £400pa or more increment date will become 1 April 2004 and annually thereafter.
- 16.3.6 Only employees with less than 12 months service will be assimilated to Donor Carer I scale minimum, irrespective of proficiency status.
- 16.3.7 Where a person has one of the optional qualifying proficiencies for Donor Carer II, but does not have all other Donor Carer I proficiencies they will be assimilated as Donor Carer II. A training plan will be developed for each individual to enable them to achieve the outstanding full proficiency requirements at the earliest opportunity
- 16.3.8 All staff are expected to undertake training necessary to achieve full proficiency in the grade they have achieved. No staff member will however be required to undertake training where they have genuine and reasonable grounds for being excused. (E.g. needle phobia, physical infirmity, close proximity to retirement). These examples are not exhaustive and each case will be judged on its merits. Where training is excused resulting in full proficiency not being attained the "personal proficiency threshold" (see above) will continue to apply.
- 16.3.9 Where as a result of Notes in 16.3 above\_or in respect of appointment to a Donor Care Supervisor post (see below)\_a person achieves a scale or increment point

which their overall proficiency does not warrant, no further incremental progression will be granted until the person has achieved the required proficiency. (In effect the person will be subject to a personal proficiency threshold). However the threshold will not operate if a person has not been offered the necessary training to enable them to progress.

#### **16.4 Donor Care Supervisor (DCS) - initial filling of vacancies**

Normally eligibility for DCS vacancies depends on having full Donor Carer II proficiency. Exceptionally however in order to initially populate the DCS vacancies the following will apply.

- 16.4.1 DCS vacancies will be advertised within 2 months of implementation and application invited initially from staff currently designated as "Lead" (irrespective of assimilated grade). Lack of current proficiencies will not be a barrier.
- 16.4.2 Applicants will undergo an abridged training programme covering Supervision, Mentoring and Delivering Customer Service. At the end of this training suitability for the new DCS role will be assessed using assessment centre techniques. Successful applicants will need to demonstrate that they have assimilated the training provided and that they have the potential to achieve all the required proficiencies of the new, expanded, DCS role plus any Donor Carer I or II required proficiencies not already held. On appointment each person will have a personal training plan to achieve this, commencing with more extensive Supervisory and Mentoring skills.
- 16.4.3 If appointed appropriate DCS salary will be backdated to commencement of training. If not, the person will remain at their assimilated level and salary.
- 16.4.4 Having given priority consideration to existing "Leads" applications for remaining DCS vacancies will be invited from all other Donor Carers. This will occur within 4 months of implementation. Lack of full Donor Carer II proficiency will not be a barrier. Applicants will undergo an abridged training programme covering Supervision, Mentoring and Delivering Customer Service. At the end of this training suitability for the new DCS role will be assessed using assessment centre techniques. Successful applicants will need to demonstrate that they have assimilated the training provided and that they have the potential to achieve all the required proficiencies of the new, expanded, DCS role plus any Donor Carer I or II required proficiencies not already held. On appointment each person will have a personal training plan to achieve this, commencing with more extensive Supervisory and Mentoring skills.
- 16.4.5 If appointed appropriate DCS salary will be from date of appointment.

#### **16.5 Assimilation - Appeals**

- 16.5.1 On request each person will be provided with details of their Assimilation salary and assessed proficiency level. They will have a right of appeal to a joint Assimilation Appeals Sub-committee of the NJSC Collections Committee.
- 16.5.2 The Appeals Committee will adjudicate on the appeal and its joint decision will be final. If the committee cannot agree, the individual will have the right to pursue their case through the Grievance Procedure.

#### **17 Progression through Salary Scales (except as varied by assimilation arrangements above)**

- 17.1 A Trainee may not progress beyond Donor Carer I scale minimum salary unless Core Skills Proficiency has been achieved.

- 17.2. Having achieved full Donor Carer I proficiency, on achieving VP or DS (Adv) a Donor Carer I will progress immediately to Donor Carer II salary scale. This will be to the increment point above existing salary.
- 17.3 If VP or DS (Adv) is attained prior to attaining proficiency in all other required Donor Carer I proficiencies, immediate progression to Donor Carer II will occur. However no further incremental progression in the Donor Carer II Grade will be granted until the person has achieved all outstanding required Donor Carer I proficiencies. (In effect the person will be subject to a personal proficiency threshold). A training plan will be developed for each individual to enable them to achieve the full proficiency requirements at the earliest opportunity.
- 17.4 Having achieved Donor Carer II level, once a person has attained full Donor Carer II proficiency they are eligible for consideration for DCS vacancies. (However, see assimilation arrangements). Full Donor Carer II proficiency requires a total of 3 attainments from VP, DS (Adv), Trg & Assessing, One Core Responsibility, Apheresis (Adv) - for staff in Apheresis Units/integrated teams. Every effort will be made to accommodate individual preferences however it may be necessary to require specific proficiency attainments in order to maintain an acceptable overall skills mix.
- 17.5 In order to progress to the final 2 points of the DCS salary scale full DCS Proficiency must have been attained **AND** proficiencies held must include VP and DS (Adv).
- 17.6 It is jointly recognised that all skills and proficiency areas require regular refreshing, and updating in the light of new equipment, materials, processes etc. This training will take place at all Donor Carer proficiency levels in keeping with the development of a lifelong-learning culture.
- 17.7 On progression to Donor Carer I, a person's next annual increment date remains unchanged. On progression to Donor Carer II or DCS, salary point in the new scale will be the increment point above existing salary. Increment date will become the anniversary of that progression.
- 17.8. Increments will normally be automatically attained (Subject to Proficiency Threshold requirements).
- 17.9 Priority for available VP, DS (Adv), training will be given to:
- i Any level of Donor Carer on teams where there is pressing operational need
  - ii Those Donor Carer I /Donor Care Spvrs (DCS) who have already gained all Donor Carer I/ DCS Proficiencies
  - iii Other Donor Carer I, Donor Carer II and DCS

**NB** During year one of this agreement priority will be given as necessary to fulfil the undertaking to staff assimilated as DCI - see 16.3.2

## **18 Work Practices**

- 18.1 Central to this agreement is full implementation of all session operational working arrangements defined in the new Donation Process.
- 18.2 All staff will continue to undertake all duties in which they are proficient and which they currently undertake. (Current "Leads" who are not successful on application for a new DCS vacancy will not be required to continue undertaking the current Lead duties).

- 18.3. 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 these sometimes competing objectives can be achieved.
- 18.4. 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.

## **19 Mobility and Away from Base Allowance**

### **19.1 Background**

In order to maximise the opportunity to donate and to cater for varying sized groups of available Donors it is essential that Collection staff resources can be deployed flexibly in order to optimise Collection on a cost effective basis. Local managers will in all cases consult with individual staffmembers and/or their representatives prior to using the following clauses.

### **19.2 Operation**

- 19.2.1 Whilst each mobile team will have a normal area of operation there shall be no geographic boundaries or territories.
- 19.2.2 The operation of "out of area" working is intended solely to provide flexibility at the margins of normal areas of operation. It will not be used to extend travel times from base beyond what can legitimately be planned within the normal area of operation.
- 19.2.3 Staff individually will if necessary on an ad-hoc basis temporarily work as required as part of another team. Teams may also be rostered to work together. A Team may also be divided to provide smaller sessions.
- 19.2.4 Staff employed on mobile teams may be required to undertake duties on static site sessions, and vice versa. This applies equally to Blood Mobile activities. In the first instance volunteers will be sought.
- 19.2.5 If selection of staff is necessary proper account will be taken of staff domestic responsibilities and personal circumstances.
- 19.2.6 Whilst travelling time from base will always be kept to the minimum consistent with efficient deployment of staff there shall be no limit to the travelling time component of the paid working day.
- 19.2.7 Operation of the above facilities will not be used to materially increase normally required total working time.
- 19.2.8 Operation 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's already notified rota, the new duty must comply with the planned start/finish time of the original duty unless the employee agrees otherwise.
- 19.2.9. In the case of staff who are wholly static site based, ad-hoc support on a mobile session will not result in a longer working day (inc. travel to/from static base) than is normally worked as part of the static rota, unless the employee agrees.

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19.2.10 Whilst static site staff may be proficient in certain mobile team activities due regard will be paid to potential H&S issues arising from asking staff who do not normally undertake such activities to do so. (E.g. Load/unload, bed set-up/down).

19.2.11 In all cases employees will only be required to undertake activities in which they have been assessed as proficient and, taking all other factors into account, it is judged safe to do so.

19.2.12 The issues in 18.1 – 18.4 above are not related to changes which involve the permanent amalgamation or deletion of teams when a due process of consultation will take place.

### **19.3 Away from Base allowances**

19.3.1 It is recognised that Donor Carers 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.

19.3.2 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.

19.3.3 In recognition of all expense factors, Donor Carers employed on mobile teams will be paid as follows:

#### **Away from base allowance:**

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

(b) 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.

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

(d) 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).

(e) 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.

### **19.4 Provisions applicable only to current staff claiming subsistence under Whitley (or other) provisions**

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

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

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19.4.3 If the value at 19.4.1 is greater than that at 19.4.2 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

19.4.4 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 19.4.1. No supplement is payable once the projected Away from base allowance value exceeds the value at 19.4.1.

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

### **19.5 Applicability:**

19.5.1 Part time staff will receive the full appropriate Away from Base allowance.

19.5.2 Staff who are part Static base, part mobile will be paid the appropriate Away from Base allowance per duty away from base.

19.5.3 Wholly Static Base staff are eligible for the appropriate Away from Base allowance in respect of ad-hoc duty away from base.

19.5.4 Away from Base allowance is claimable only for working time as defined in this document and which is away from base.

19.5.5 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.

19.5.6 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.

### **19.6 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.

## **20 Working Time**

## **20.1 General principles**

- 20.1.1 Satisfying Donor preferences requires the optimum deployment of Collection Resources, which in turn necessitates flexibility in the organisation of working time.
- 20.1.2 It is however recognised that there is a need to strike a balance between donor -focused flexibility and staff needs for stability in their domestic/social planning.
- 20.1.3 In all cases total working time shall be organised and limited as necessary to comply with the requirements of the Working Time Directive.
- 20.1.4 Duties and work rotas will be planned through consultation and involvement of team staff 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 sessions e.g. meal break arrangements. Given the impact of session planning activities on Collection Staff working lives it is to be expected that a close working relationship will exist between session planners, regional/team management and team representatives.

## **20.2 Effective date:**

Due to already planned Sessions and the difficulty associated with amending session times/days the following provisions will not be implemented before 1 July 2003. From 1 July 2003, on teams where it has been possible to make the necessary session adjustments the provisions will be implemented in full. Full implementation on all teams is expected by 1 October 2003. Until full implementation of all provisions is possible on a team, established existing working time arrangements will prevail.

## **20.3 Full Time Working**

- 20.3.1 The full time contracted working week is 37.5 hours per week averaged over 4 weeks. Every effort will be made to plan worktime each week as close as possible to 37.5 hrs. However where necessary for the efficient coverage of available sessions, contracted hours in any one week (Mon-Sun) may be planned in the range 32 to 43 hours, subject to an average of 37.5 hours pw over 4 weeks. All hours worked in excess of each week's rostered normal working time component will attract overtime premium in accordance with the relevant provisions of the N&M Whitley Council.
- 20.3.2 Meal breaks do not constitute work time. Refreshment will be taken as necessary without formal break.
- 20.3.3 Contracted working hours may be rostered over an average of up to 5 duties per week (averaged over a 4-week period) and on any day of the week. (Refer to Weekend/Unsocial hours working section for provisions and limitations applicable to existing staff).
- 20.3.4 Duties (inclusive of unpaid meal breaks - *i.e. elapsed time*) may be planned of any duration subject to a minimum 6 hours maximum 12 hours.
- 20.3.5 Notwithstanding the contracted working week, staff to be contractually committed to being rostered to work if required up to a total of 40 hours per week (average over 4 weeks) for example: in order to cater for 4 typical full length mobile sessions per week. Such hours above the contracted working week are rostered Overtime and will attract Overtime Premium. NB: This facility may not be used to enforce rostered

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overtime on existing staff who do not currently undertake any, nor to increase the amount of rostered overtime undertaken by existing staff.

20.3.6. All other overtime working is voluntary.

### **20.4 Part Time Working**

20.4.1 There shall be no barrier to the employment of part-time staff to ensure or supplement Collection activities, provided that full time staff have first had the opportunity to provide the necessary cover as part of their normal working week.

20.4.2 This is defined as any contracted working hours of less than 37.5 per week (or average thereof, as full time).

20.4.3 Hours worked in excess of the contracted working week will be paid at flat time until an average 37.5 has been reached. Further hours will attract Overtime premium in accordance with the relevant provisions of the N&M Whitley Council.

20.4.4 Meal Breaks do not constitute work time. Refreshment will be taken as necessary without formal break.

20.4.5 Part time working may be contracted over an average of **up to 5** duties per week (averaged over a 4-week period) and on any day of the week (Refer to Weekend/Unsocial hours working section for provisions and limitations applicable to existing staff).

20.4.6 Duties (inclusive of unpaid meal breaks - *i.e. elapsed time*) may be planned of any duration subject to a maximum of 12 hours.

20.4.7 There is no change to the currently contracted number of work hours of individual Part Time staff.

### **20.5 Applicable to both Full and part time staff**

20.5.1 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. An individual's working time will be calculated by reference to that individual's actual start and actual finish times, subject to any other provisions of this agreement.

20.5.2 Where it is agreed that an individual may "make own way to/from session" the individual's working time will commence/end at report/finish time at the session, plus a notional travel time allowance of 30 mins each way (or base/session time if less). Required report time at session venue may be earlier than team arrival time. The resultant duty will not exceed the duty time had the employee reported/finished at base. Whilst this paragraph will determine individual working hours, Away from Base allowance will be based on the rostered Team duty Own way travel journeys are private, not business journeys.

20.5.3 Approved en-route pick-up/drop-off must not incur any significant deviation from the standard routing. Duty time will be as from/to base.

20.5.4 Achieved Working time per day is calculated to the nearest 15 minutes.

20.5.5 Subject to meal breaks being arranged so as to ensure compliance with Health and Safety requirements, these will be determined through local consultation relative to

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each session, taking account of all local factors and in keeping with maintaining balance between staff and donor needs. Whilst meal breaks are normally unpaid should operational requirements necessitate that a person is **required** to remain on the session premises the break will be paid.

- 20.5.6 Operation of the average number of rostered duties shall not result in an individual being rostered to work more than 10 duties in any 2 consecutive weeks (Mon-Sun).
- 20.5.7 Rosters will be produced 4 weeks in advance for each 4-week period, which identify the normal working time component of each week (Mon-Sun).
- 20.5.8 Where the rostered total hours in 4 weeks exceeds the contracted total of normal worktime, the excess (rostered overtime) shall be deemed to be divided equally over the 4 weeks and will be calculated as the final appropriate number of hours rostered in each week (Mon-Sun).
- 20.5.9 Rostered normal work time not achieved because of actions of the NBS (e.g. Abandoned-early Sessions) or as a result of authorised absence of the employee (e.g. Sickness absence) will be "credited" as if worked. Rostered Overtime will also be credited as if worked where the non-achievement is due to the actions of the NBS.
- 20.5.10 Work patterns will be the subject of local consultation.
- 20.5.11 Rosters will show in respect of all required duties, planned venue, rostered start and planned finish times at base. Once the roster is published any required change of duty must be within the original rostered start and planned finish times, unless otherwise agreed by the employee.
- 20.5.12 Duties on mobile sessions will be **planned** on the basis of required session open hours plus realistic transport times to/from base plus realistic session preparation/packing away time. Due to the variability of session circumstances these factors will be determined locally through a process of consultation. Session organisation will be actively managed endeavoring to make actual duty finish times as reliable as possible versus plan. Within Sessions there will be active queue management to agreed national protocols.

## **20.6 Recognising personal circumstances**

- 20.6.1 Where an individual 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.
- 20.6.2. Where an individual is recruited on the basis of being required to work variable work patterns and changed personal circumstances subsequently create difficulties in this regard team managers will endeavor to accommodate individual needs but no guarantee can be given.

## **20.7 The following examples illustrate the principles involved:**

## 20.7.1 Example - Planned 4 week Roster (Min 32 /Max 43pw Normal Hours)

<b>WEEK 1</b>	<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>	<b>SAT</b>	<b>SUN</b>
Venue							
Report Base	09.30	10.30	11.00	11.00	10.00	OFF	OFF
Finish Base	19.00	22.00	20.30	20.30	21.30		
UP MBs hrs	(1.5)	(1.5)	(1.5)	(1.5)	(1.5)		
Normal Hrs(42)	8	10	8	8	8		
Overtime Hrs					2		
<b>WEEK 2</b>	<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>	<b>SAT</b>	<b>SUN</b>
Venue							
Report Base	OFF	OFF	11.00	10.30	10.00	0900	OFF
Finish Base			21.30	22.00	21.30	1800	
UP MBs hrs			(1.5)	(1.5)	(1.5)	(1)	
Normal Hrs(35)			9	10	10	6	
Overtime Hrs						2	
<b>WEEK 3</b>	<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>	<b>SAT</b>	<b>SUN</b>
Venue							
Report Base	OFF	0900	10.30	10.30	OFF	OFF	0900
Finish Base		1800	22.00	22.00			18.00
UP MBs hrs		(1)	(1.5)	(1.5)			(1)
Normal Hrs(39)		8	10	10			6
Overtime Hrs							2
<b>WEEK 4</b>	<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>	<b>SAT</b>	<b>SUN</b>
Venue							
Report Base	0930	10.00	OFF	10.00	10.00	OFF	OFF
Finish Base	21.30	22.00		21.30	21.30		
UP MBs hrs	(1.5)	(1.5)		(1.5)	(1.5)		
Normal Hrs(34)	10.5	10.5		10	8		
Overtime Hrs					2		

**20.7.2** Example - an individual's actual - variations to planned roster  
- effect on Overtime earnings each week

**WEEK 1**

Everything as plan, except makes own way to/from sessions. Report/finish times at session (plus 30 mins notional travel time allowance each way) result in the individual achieving 1 hour less than planned (from/to base) hours this week. Therefore only paid 1 hr OT, (2 planned).

**WEEK 2**

Everything as plan, except 1 hr later return than rostered on Thursday. Therefore 3 hours Overtime paid this week (2 planned).

**WEEK 3**

As planned, however absent sick on Sunday. Planned overtime this week (2hrs) not achieved therefore no overtime payable this week.

**WEEK 4**

As planned except 1 hr later return than planned on Thurs. Also Session abandoned 3 hrs early Fri. No loss due to abandoned session, therefore 3 hours overtime payable this week (2 planned)

## **21 Weekend, Public Holiday and Unsocial hours working**

### **Principles**

- 21.1 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 extended 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 always be kept to the minimum and will be evidence-based.
- 21.2 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 required duties in keeping with Improving Working Lives objectives.
- 21.3 It is agreed that contracted working hours may include work at weekends, on Public Holidays and during other unsocial hours.
- 21.4 All available evidence concerning the need for weekend/public holiday/other unsocial 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 toward addressing those needs.
- 21.5 It is jointly recognised for example that over time a move toward the increased employment of part time, or full time, staff specifically recruited and willing may be an effective way of meeting Donor/patient needs whilst moderating demands on other staff. Such a change will however take time being subject to turnover creating opportunity. It is however important that staff are involved fully in developing plans to bring this about.

**Note:** Although volunteers will be sought for duties via a process of self-rostering these duties are contracted work time, not overtime duties.

### **21.6 Payment for Unsocial hours working**

- 21.6.1 Unsocial Hours (on Weekdays, Weekend days and Public holidays) are as defined in Whitley N&M provisions. Hours worked during such unsocial hours shall attract pay enhancement in accordance with Whitley N&M provisions.
- 21.6.2 Contracted work hours performed on a Public holiday will attract a Day off in lieu. Lieu time will be managed in accordance with agreed national protocols.

### **21.7 Limitation applicable to existing employees:**

- 21.7.1 Except as item 21.7.2 there is no specific requirement for any staff member to work more weekend days/public holidays than they already do (measured in year to 31/12/02). Evidence regarding local requirements will however be jointly studied and staff are committed to the joint development of local action plans which balance needs of donors and staff.

2 In order to improve the availability of critical short shelf life products all staff may be rostered to work on up to a total of 3 days pa during Public Holiday weekends (Static Site staff - up to 4 days pa).

### **21.8 Recognition of personal circumstances**

- 21.8.1 Notwithstanding the provisions of 21.7.1 and 21.7.2, where an individual has genuine and reasonable circumstances which prevent them working on 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.

21.8.2 Where an individual is recruited on the basis of being required to work weekends/public holidays/other unsocial hours and changed personal circumstances subsequently create difficulties in this regard team managers will endeavor to accommodate individual needs but no guarantee can be given.

## **22 Annual Leave**

### **22.1 Annual Leave allowance**

22.1.1 Annual leave entitlement will be as Whitley Council (N&M Staff).

22.1.2 The number of days of leave (as Whitley) will be adjusted to reflect the typical average number of duties (excluding wholly Overtime duties) worked per week.

22.1.3 Where the average is 4, Annual days = Whitley / 5 X 4  
Where the average is above 4 up to 4.5, Annual days = Whitley / 5 X 4.5  
Where the average is above 4.5 up to 5, Annual days = Whitley

22.1.4 For existing staff, in leave year 2003/4 leave will be as expected prior to this agreement regardless of 22.1.3.

22.1.5 Entitlement for 2004/5 (and thereafter) will be calculated by reference to average duties worked over 12 weeks commencing the preceding 1 April annually. Individuals will be notified of their entitlement for the following year no later than 1 September annually in order to enable forward leave planning.

22.1.6 Part-time staff entitlement shall be pro-rata to contracted part-time hours.

### **22.2 Statutory Days**

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 these fixed statutory days will be paid a one off lump sum payment of £300 (Subject to agreement by 31/3/03). The change will not be effective until calendar year 2004 in order to protect existing holiday plans.

### **22.3 Paid Leave - variable earnings**

In accordance with the Working Time Directive that amount of annual leave, which constitutes Minimum Paid Leave, will attract average contracted variable earnings. Relevant components of earnings, the applicable formula and payment administration shall be as agreed by the NBS NJSC.

## **23 Other**

### **23.1 General**

This agreement incorporates joint objectives designed to further the principles of Improving Working Lives by whenever possible providing facilities for exercising individual preferences. Whilst these provisions apply, as appropriate, to staff members on an individual basis each staff member will normally be employed as a member of a team and the rights of the individual under this agreement can only be exercised having due regard to impacts on other team members and the overall efficiency of the team's operation.

### **23.2 Application of Whitley Council**

23.2.1 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).

23.2.2 Those elements of this agreement at variance with Whitley provisions constitute a collective agreement between the National Blood Service and recognised Trades Unions of the NBS National Joint Staff Committee (NJSC).

23.2.3 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.

### **23.3 Annual Pay Awards**

23.3.1 Annual Pay Awards will be those applicable to N&M Whitley staff. (N&M Whitley or successor body).

23.3.2 Any necessary interpretation for application to the provisions of the NBS collective agreement will be agreed with the NBS NJSC.

### **23.4 Provision for general review of new arrangements**

It is agreed that this agreement will be the subject of overall joint review after 12 months operation. The purpose of the review will be to:

- (a) assess the effectiveness of the new arrangements with regard to delivering improvement for all stakeholders.
- (b) Identify and agree any changes or further provisions, which may be necessary.

It is further agreed to jointly review all provisions in the light of any NHS-wide "Agenda for Change" agreement.

### **23.5 Status of collective agreement**

The collective agreement is not legally binding between the parties of the NBS NJSC. It is however binding in honour.

### **23.6 Interpretation of collective agreement**

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.

## **Annex 1**

### **Options available to "Driver Techs"(Also known as "Driver Clerks") (reporting to StD or Transport) and A&C Grade Collection Team "Clerks"**

#### **1. "Driver Techs"**

"Driver Techs/Driver clerks" exist on some teams. In addition to driving duties these staff undertake a limited range of on-session activities. This annex does not apply to any team member who undertakes the range of on-session duties. These staff are considered to be Donor Carers.

"Driver Techs/Driver Clerks" are located in: Caernarfon, Wrexham, Northwich, Leeds, Oxford (1 person), Birmingham ("Hybrid contract staff").

These staff will have the choice either to become a Donor Carer, undertaking the full range of duties, or to become a general Transport Driver - ceasing any on-session duties.

The c20 Transport Drivers on the Liverpool/North Wales rotation who rotate through Collection support/session duties will also have the above choice. However it is not possible to accommodate all as Donor Carers. Initially 7 Donor Carer vacancies will be made available but this will be reviewed if preferences exceed this number. Transport are able to accommodate all as Drivers.

#### **Note:**

Because of the physical locality of Wrexham and Caernarfon, it is recognised that the opportunity to become a general Transport Driver may be limited.

Once Driver Tech preferences are known an implementation plan will be developed which ensures smooth transition from current to new arrangements. This might be quite lengthy where recruitment/training is involved either to replace lost session input or boost Transport Driver availability.

#### **2. "A&C Grade Clerks" will have the following options:**

Either

1. To become a Donor Carer undertaking the full range of duties Or
2. To seek redeployment to available clerical (or other) vacancies within NBS. Or
3. To remain a Collection Team member, maintaining A&C grade, undertaking a range of Session Admin, Donor Screening (basic) inc. Hb estimation, and general Donor care/customer service activities. This range of duties will not include taking/managing donations.

**Note:** Option 3 is available purely in the interests of ensuring security of employment for present incumbents. As turnover occurs replacement will be by full Donor Carer staff.

Once "Clerk" preferences are known an implementation plan will be developed which ensures smooth transition to new arrangements. It might be quite lengthy where recruitment/training is involved to replace lost session input.

## **Annex 2**

## **Donor Carer Definitions**

### **Admin**

The administration and reconciliation of donor records and donation outputs (Blood Processing Administration). Other Team Administration duties e.g.: session administration tasks, form and computer amendments, making appointments.

### **Donor Screening (inc. Hb estimation)**

The screening and selection of regular donors using verbal questioning, and taking blood samples for Haemoglobin estimation.

### **Training (Basic)**

Informal showing of others what is done in collection processes. Usually one-to-one.

### **DS (Adv)**

The screening and selection of new and returning donors.

### **Training and Assessing**

To undertake the training in a particular skill or dedicated area. Providing a formal assessment that competence has been achieved in a particular skill or dedicated area. More formal based training which could be on a one-to-one basis or in small groups.

### **Core Representative**

Regarded as the 'expert' for a particular area of activity, e.g.: Key Pulse Trainer, Venue Assessor, First Aider, Manual Handling Lead, Skill Area Lead, Risk Assessor, SOP writer/validator, Marketing lead.

### **Apheresis (Basic)**

Will have the core skills to undertake Apheresis component collection and whole blood collection as above.

### **Apheresis (Advanced)**

Will have advanced Apheresis component collection and donor care skills and be able to demonstrate application of knowledge in Apheresis and have the ability to train others in Apheresis.

### **Mentor**

Will be responsible for non-clinical development of collection team staff.

**Signed:**

.....  
**John Roberts, HR Director  
National Blood Service**

.....  
**Mike Jackson, Unison  
Staff Side Secretary, NJSC**

**3<sup>rd</sup> June 2003**