

Standby, on call and sleeping in policy

Approved by	Full Council
Date approved	06/01/13
Date implemented	06/01/13
Owner	SV
Review date	09/03/23

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Version control

This document is subject to regular review due to legislative and policy changes. The latest versions of all our publications can be found on our website. Before contacting us about the content of this document, we recommend that you refer to the most recent version on the website and any relevant guidance.

Version	Date approved	Approved by	Notes / changes
v1.0	06/01/13	Sophie Vaughan	Clarification on session length. FAQs expanded upon
v1.1	03/12/14	Sophie Vaughan	Increase in Sleep In Rate. Clarification on session length
v2.0	15/01/15	Catrin Roberts	Further clarity around Sleep In rate
v2.1	30/03/16	Sophie Vaughan	In line with National Living Wage
v2.2	01/11/17	Sophie Vaughan	Agreed with Trade unions on 25/10/17 and implemented 01/11/17 Review of Winter Maintenance payments, reflected in amendments to SB7 rate and circumstances'
v3.0	25/04/18	Andrea Malam	Reformatting
v3.1	01/04/20	Sophie Vaughan	In line with National Living Wage
v3.2	11/06/20	Sophie Vaughan	Correction to SB rates
v3.3	27/08/20	Sophie Vaughan	New SB rates
V3.4	03/03/21	David Kennedy	Accessible format
V3.5	29/03/21	Sophie Vaughan	Increase in Sleep In Rate.

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ROLES AND RESPONSIBILITIES

Line Managers:

To ensure that employees are awarded the correct and appropriate rate in accordance with the disturbance and duties they undertake whilst on Standby, Call Out or Sleeping In

HR and Pay and Reward Specialist:

To provide advice, guidance and regularly review Stand by, Call Out and Sleep In Payments to ensure that the policy is fairly and equitably applied across the council.

When is this policy appropriate and how should it be applied?

Denbighshire County Council recognises that the world of work has changed considerably in recent years and can no longer be considered a 9 a.m. to 5 p.m. operation. Some local government services in any case **must** be available outside these hours, or even on a 24 hours basis, due to client requirements or the need to safeguard community health and safety.

There are a series of different options of Stand by Payments set corporately, available to employing departments to use which can be found in Section 7.

Depending upon the exact nature of the post, the employing department would then be able to choose from the options in Section 7 and apply the one that is the most appropriate to their circumstances.

In order to ensure that equal pay considerations are not compromised, Section 7 details set criteria for which options are appropriate in which circumstances. Departments will not be able to create 'new options' without joint corporate agreement to varying the policy, i.e. the available options are to be controlled centrally.

Definition of Standby, Responsibilities and Payment

Standby rotas enable a pool of staff to be established who are able to respond to a variety of service requirements outside their normal office hours at relatively short notice.

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Compensation packages for standby and call-out will reflect the diversity of these requirements and arrangements.

Responsibilities of Employees on Standby

There is a requirement for an employee 'on standby' to be 'ready at all times for duty' outside of their normal office/operational hours for a specific occasion or time, or over a period of time.

The employee must be contactable by landline or mobile as appropriate, during the period of standby. Should the need arise, they must be available for duty and prepared and able to carry it out from home or a location outside work or attend work or other location as appropriate. They must therefore stay within easy travelling distance of any location at which they may reasonably be required to attend.

Carrying out any duties while on standby will be in accordance with the normal rules, disciplines and conventions of attending work. This includes being in a fit and sober condition in line with local applicable policies on alcohol and driving

Payment

Payment for being on standby should reflect the actual level of inconvenience or disruption to the employees' normal home life that is incurred in the particular circumstances of each service's requirements. This will include:

- Any restriction on the employees' location or movement during periods of standby
- The actual period spent undertaking standby duties
- When standby takes place (e.g. weekends, rest period, and bank holidays may attract enhanced rates)

Details of payment method are included in Section 7. The payment will include a minimum of 30 minutes working time.

The length of a session is dependent on the service that you work in and will be clarified by your Manager. Normally a full session will up to 16 hours, the normal period of time that

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the office is closed for. If the period of standby is less than 8 hours, then the payment will be halved accordingly.

Equipment

Employees required to be contactable outside of their normal place of work will be given a mobile phone. In exceptional circumstances, the council will pay towards the landline rental at the rate for a standard BT landline.

The cost of any work related calls made on the employee's landline will be reimbursed for the actual cost of the call.

The principle of Single Status will apply in the supply of such equipment so that employees are treated equally on the basis of the organisation's requirements for carrying out standby duty.

Contractual Arrangements

Standby arrangements may be contractual or voluntary. However, where statutory obligations are being fulfilled or emergency situations responded to the principle should generally be that relevant employees are contractually required to participate in appropriate periods of standby duty. This would apply to:

- Building Control Officers
- Highways employees re Winter Maintenance
- Emergency Planning Officers
- Homelessness Officers
- Environmental Health Officers
- Adult Services
- Animal Health Officers

Implementation

Contractual status will be implemented for all new employees and for existing employees where it is already a contractual requirement. Where standby duties are currently

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undertaken on a voluntary basis, this will only change to be contractual if the employee agrees. Otherwise it will remain as a voluntary arrangement.

Consideration should be given for changes in personal circumstances which may affect an employee's ability to carry out standby duties.

Last Minute Standby Arrangements

While standby rotas will generally be set up in advance, there will still need to be flexibility to deal with unexpected situations. On occasions last minute standby arrangements may need to be put in place for example in emergencies, or in connection with project go-live dates.

Definition of Call Out, Responsibilities and Payment

An employee will be considered to have been 'called out' if they are called upon to return to work to undertake any work either during a period of standby or not. This work may be undertaken through:

- Attendance at a place of work
- Attendance at an alternative location
- Carrying out work from home (e.g. by giving advice over the 'phone or logging in to systems remotely)
- Carrying out work at any other location (e.g. by giving advice over the 'phone)
- Making arrangements for others to attend or otherwise deal with an issue

Responsibilities of Employees Called Out

If an employee on formal standby is required to undertake any work during this period, they will be expected to be able to undertake the normal range of duties commensurate with their post, along with any other duties as necessary and appropriate.

Carrying out duties will be in accordance with the normal rules, disciplines and conventions of attending work. This includes being in a fit and sober condition in line with local applicable policies on alcohol and driving.

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Payment

Standby allowances will include up to 30 minutes “working time” during the stand by period.

Payments will be paid as overtime pay for a guaranteed minimum of 2 hours in accordance with SB5 in the payment table.

If an employee is called out again within the 2-hour period, then this will be classed as one call out. If an employee has returned home from one call out and receives a subsequent call out after the expiry of the two-hour period, this will be classed as a new call out and the employee will receive another minimum payment of 2 hours.

However, employees experiencing multiple call-outs in one period of standby should not receive a payment higher than they would have had if they had worked continuously for the same period of time.

Travelling Time and Costs

All travelling time will be covered within the call out period. Call out will commence when the employee leaves home to when they return home.

Travel costs will be reimbursed via the usual mileage rate.

Rest Periods

The Working Time Regulations 1998 include limits on maximum hours worked and specify minimum rest periods following a period of duty. Rest periods for staff which are called out must conform to the guidelines of the Working Time Regulations and in accordance effective Health and Safety practice. They may also vary according to:

- The time of day or night that the employee is called out
- The length of the call out(s)
- The number of call outs
- The extent of disruption to continuous sleep

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Further information on rest periods can be found using the following internet links

<https://www.gov.uk/maximum-weekly-working-hours> and <https://www.gov.uk/drivers-hours>

Definition of Sleeping In, Responsibilities and Payment

Staff may be required to 'sleep in' at clients or work establishments in order to be immediately on hand should a situation arise that requires their attention.

Responsibilities of Employees' 'Sleeping in'.

There is a requirement for an employee 'sleeping in' to be ready for duty (when woken, if asleep) whenever the need arises during the specified period.

The officer will be required to be able to undertake the full range of their normal duties, along with any others that are necessary and appropriate.

Carrying out 'sleeping in' duty will be in accordance with the normal rules, disciplines and conventions of attending work. This includes being in a fit and sober condition in line with local applicable policies on alcohol and driving.

Payment

Payment for 'sleeping in' aims to compensate for:

- The disruption to the employees' normal home life that is incurred in having to be away from home; and
- The disruption to a normal night's sleep that is incurred or is likely to be incurred within the particular establishment

Payment will be a fixed allowance of **£71.28** based on an 8-hour sleep in session (to increase in line with the national living wage rates). This will be the same for all persons who undertake the duty, regardless of their basic pay rate. If an employee works a session different to 8 hours, then the payment will be increased or decreased accordingly e.g. 10 hours x £8.91 = £89.10 per session. Please ensure payroll are informed if this is the case. A session will include up to 30 minutes "work time".

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If the disturbance results in an employee supporting a service user for more than 3 hours (aggregate) then the whole sleep in period becomes a waking night and will be paid at the contractual hourly rate, which then replaces the sleep in rate.

Rest Periods

The Working Time Regulations 1998 include limits on maximum hours worked and specify minimum rest periods following a period of duty. Periods of time asleep when on 'sleeping in' duty count as working time under the directive. Rest periods for staff which are 'sleeping in' must conform to the guidelines of the Working Time Regulations and in accordance with effective Health and Safety practice. They may also vary according to:

- The time of day or night that the employee is required to undertake duties during the 'sleep in' period
- The total length of time that the employee is required to undertake duties during the 'sleep in' period
- The number of times that the employee is required to undertake duties during the 'sleep in' period
- The extent of disruption to continuous sleep

Further information on rest periods can be found using the following internet link
<https://www.gov.uk/maximum-weekly-working-hours>.

Contractual Arrangements

It is envisaged that job descriptions will explicitly state what type of standby duties have to be performed, and what category of payment is to be applied. Contracts will have to be explicit about whether these arrangements are contractually binding (see Section 6 for more information).

Similar rules should also apply to overtime duties

Contractual status will be implemented for all new employees and for existing employees where it is already a contractual requirement. Where standby duties are currently

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undertaken on a voluntary basis, this will only change to be contractual if the employee agrees. Otherwise it will remain as a voluntary arrangement.

Consideration should be given for changes in personal circumstances which may affect an employee's ability to carry out standby duties.

Options for Contractual Status

The employing department would need to specify which category the duties fall into.

OPTIONS FOR CONTRACTUAL STATUS (of Standby / Availability Duty)

REF	DESCRIPTION	EXAMPLES
C1: Mutually binding	Where the employee is contracted to provide set amounts of standby provision, and the Council is contracted to (always) provide payment for these standby duties. PAID (in full) WHEN OFF-SICK OR ON - LEAVE	Examples of where this might be used include; Areas where the council and the employee as part of their duties are obliged to provide statutory services outside of their normal work hours (e.g. certain posts in Adult Services where they are required to standby in line with statutory obligations)
C2: Unilaterally binding	Where the employee is contracted to participate in standby arrangements as/when the employer REQUIRES them to do so, i.e. under the general circumstances referred to in the appointment letter or contract of employment. PAID (in full) WHEN OFF-SICK OR ON - LEAVE	Examples of where this might be used include; Areas where the council is obliged to provide statutory services outside their normal work hours, (e.g. highways workers who are required to standby for winter maintenance activities or social services employees who are required to standby in order to attend to clients' needs).
C3: Mutually voluntary	Where the Council can seek volunteers for standby duty, and employees are permitted to volunteer their services. NOT PAID WHEN OFF-SICK OR ON - LEAVE	Either party can withdraw from the arrangements by giving reasonable notice. However, volunteers will normally offer their services for prescribed 'tours of duty', which they will then be expected to complete.

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Stand by Payment Categories

WORK CATEGORIES

The employing department would need to specify which category the duties fall into.

DESCRIPTION / CRITERIA	DUTIES (to be reflected in payment system chosen)	Suggested payment types
<p>SB1: 'Listed'</p> <p>When somebody's telephone number is listed as a possible contact, but there is no duty to 'remain contactable'</p> <p>Most weeks the on call person would not expect to receive any calls.</p> <p>There will be occasional, short term or ad hoc circumstances where an informal standby arrangement may be considered appropriate.</p>	<p>If any calls were to be received – they would have to be dealt with, including passing on any messages/work instructions to others.</p> <p>Decide to attend work or other location if necessary and / or</p> <p>Decide if there is a need for someone else to attend work or other location, either instead, or in addition to them;</p> <p>Contact any additional employees if necessary and agreed with Contact Officer</p> <p>Clearly instruct or agree with the 'Contacting Officer' the action being / to be taken, including that the 'Contacting Officer' makes arrangements for someone else to deal with the matter entirely.</p> <p>In an informal standby arrangement the responsibility for making alternative arrangements will rest with the Contacting Officer where the employee is unavailable or unable to respond.</p>	<p>NONE - should be a requirement of the general contract of employment.</p>

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<p>SB2: 'Contactable' When somebody has to be 'contactable' by telephone during their period of duty, but there is generally very little disruption during out of hours periods Most weeks the on call person would not expect to receive any calls. Will not be expected to take action as a result of the call</p>	<p>As above –plus: They are required to be 'contactable' whilst on their specified 'tour of duty'. They can expect to be contacted on occasions, but most weeks they would not receive any calls.</p>	<p>£11.24 per session (normally 12-16 hours) (regardless of normal grade) Only paid for the weeks when the duty is required to be performed Include up to 30 minutes "work time"</p>
<p>SB3: 'On-Standby' When somebody has to be 'contactable' and they expect to receive several calls per week. Higher level of calls than SB2 Likely to have to take some action as a result Unlikely to be called into work</p>	<p>As above - plus: Most weeks the on call person would expect to receive (and deal with) several calls.</p>	<p>£22.51 per session (normally 12-16 hours) (regardless of normal grade) Only paid for the weeks when the duty is undertaken Include up to 30 minutes "work time"</p>
<p>SB4: 'Standby – with actions' When somebody has to be 'contactable', they expect to receive calls that will have to be dealt with. Most weeks the on call person would expect to receive several calls. Are likely to be called into work</p>	<p>As above, plus: The person on standby is expected to perform certain planned actions whilst not in work (e.g. taking operational decisions based on weather conditions etc.)</p>	<p>£28.14 per session (normally 12-16 hours) (regardless of normal grade) Only paid for the weeks when the duty is undertaken Include up to 30 minutes "work time"</p>
<p>SB5: Call Out Employees required to return to work whether or not they were already on a period of standby</p>	<p>Attendance at a place of work Attendance at an alternative location Carrying out work from home (e.g. by giving advice over the 'phone or logging in to systems remotely)</p>	<p>Payments will be paid as overtime pay for a guaranteed minimum of 2 hours. If an employee is called out again within the 2-hour period, then this will be classed as one call out. If an employee has returned home from one call out and receives a subsequent call out</p>
	<p>Carrying out work at any other location (e.g. by giving advice over the 'phone) Making arrangements for others to attend or otherwise deal with an issue</p>	<p>after the expiry of the two-hour period, this will be classed a new call out and the employee will receive another minimum payment of 2 hours. However, employees experiencing multiple call-outs in one period of standby should not receive a payment higher than they would have had if they had worked continuously for the same period of time.</p>

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<p>SB6: Sleeping-In arrangements Employees required to sleep on the premises</p>	<p>There is a requirement for an employee 'sleeping in' to be ready for duty (when woken, if asleep) whenever the need arises during the specified period. The requirements of the working time directive need to be considered</p>	<p>Payment will be a fixed allowance of £71.28 based on an 8-hour sleep in (to increase in line with the national living wage) same for all persons who undertake the duty (regardless of their basic pay rate. If different to 8 hours then the payment will be increased or decreased accordingly e.g. 10 hours x £8.91 = £89.10 per session. Please ensure payroll are informed if this is the case. Only paid for the nights when the duty is required to be performed Include up to 30 minutes "work time"</p>
<p>SB7: Stand-by (Winter Maintenance Actions) Persons on winter maintenance rotas and expected to return to work at short notice.</p>	<p>The person on stand-by is expected to attend the depot and carry out designated winter maintenance duties.</p>	<p>£16.04 per session (normally 12-16 hours) (Monday – Friday) £24.05 per session (normally 12-16 hours) (Saturday and Sunday and bank holidays) Only paid for the period on Retrospectively payments of SB4 instead of SB7 will be paid in the following circumstances: When "No Action" has been posted by the Duty Forecaster for call out in the morning shift (11:00pm until 07:00am) and then subsequently reverses the original decision and calls the operatives to attend the depots If an "Action" has been called and subsequently cancelled and then, in the same shift, re-instated and the persons called back to the depot. rota.</p>

Frequently Asked Questions (FAQs)

Are standby arrangements contractual or voluntary?

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Some standby arrangements are contractual and will be included in your Statement of Terms & Conditions, or will be an implied term due to the length of time you have been undertaking standby duties. Where standby is contractual you will be expected to undertake the duties in accordance with your contract.

In other cases, standby arrangements will be voluntary where your manager will ask the team for volunteers to undertake the duties. You as an employee would have the right not to undertake the standby duties.

I am on Standby, if I get 'called out', what is the expected duration of the call-out, and what happens if I work beyond the expected call out duration?

It is impossible to predict how long a call out duration will be. However, you will be paid call out (SB5), which is a minimum of 2 hours pay at overtime rate in accordance with your grade regardless of whether the call out is less than 2 hours. Should you work over the two hours call-out you will be paid for any additional time accrued at overtime rate in accordance with your grade.

I have been called out multiple times within a two-hour period, will I get paid for each call out, or will this be classed as just one call out?

If you are called out again within the 2-hour period, then it will be classed as one call out.

If you have returned home from one call out and receive a subsequent call out after the expiry of the two-hour period, this will be classed a new call out and you will receive another minimum payment of 2 hours.

However, if you experience multiple call-outs in one period of standby you should not receive a payment higher than you would have had if you had worked continuously for the same period of time.

If I have to travel during a call out, can I reclaim this?

Yes, any mileage costs are to be reclaimed via the normal process unless you are using a council vehicle.

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My personal circumstances have changed; can this be considered when being requested to carrying out standby duties? If you are unable to undertake standby duties, then you must speak to your manager immediately. If it is a contractual arrangement, then the manager will need to look to see whether the requirement to undertake standby duties can be removed.

There is an expectation within my department that employees are on standby and sometimes called out, but it's not in my contract, so can I refuse?

This depends on whether it has been normal practice for you to undertake standby duties and therefore the requirement has become an implied term to your contract. This means that although it not included within your contract, custom and practice means that it expected by both parties and therefore becomes contractual.

Rather than refuse it would be more beneficial to speak to your manager to see what arrangements can be agreed.

How do I receive payment for being called out?

You will need to complete a Standby/Call Out Timesheet and submit to Payroll on a monthly basis. Timesheets are available from your Manager or the Payroll Department.

Are Stand by Payments Superannuable?

If you participate in a Stand by rota that is contractual then your standby payments and any call outs relating to that stand by period are superannuable or Pensionable.

Should you be in a voluntary stand by arrangement then any payments as a result of the stand by rota would not be superannuable, although this is set to change in April, 2014 when the Local Government Pensions Regulations change and non- contractual overtime and payments become superannuable/pensionable.

What happens if I keep getting disturbed during my Sleep In?

If you are disturbed and the total time disturbed totals 3 hours or more (not including the 30 minutes' work included in the Sleep In payment) then the Sleep In will be classed and

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paid as a waking night shift and you will be paid in accordance with your normal contractual hourly rate.

How long is a Standby Session?

The length of a session is dependent on the service that you work in and will be clarified by your Manager. Normally a full session will up to 16 hours, the normal period of time that the office is closed for. If the period of standby is less than 8 hours, then the payment will be halved accordingly.

What will I get paid if I am on Standby on a Bank Holiday?

You will receive the normal standby rate (i.e. SB1- SB4), but should you be disturbed during the standby session beyond the 30 minutes working time, SB5 will receive in addition to your normal hourly rate of pay, plain time for any hours worked. In addition, at a later date, time off with pay will be allowed for the hours worked.

Our department is operating a 'Shut Down' over the Christmas/New Year period, however we are still required to provide an on call service to cover any emergencies even though we are on annual leave. If a call out occurs during that period and in our normal hours of work, what can we claim?

It may be necessary for certain departments to provide an emergency on call rota whilst the workplace is closed for the Christmas period. If this is the case and you are on annual leave but on the Standby rota, you will receive your usual Standby Payment and your SB5 payment for any calls. In addition, any time spent attending a call out, during normal working hours will be awarded back to you to take as annual leave at a later date.