

FOI 3437

11<sup>th</sup> December 2025**FREEDOM OF INFORMATION ACT 2000 – INFORMATION REQUEST**

---

Under the Freedom of Information Act 2000, please provide the following information regarding this arrangement and its compliance with Agenda for Change (AfC) terms and conditions:

**1. Local Agreement – Paid Monday Off After On-Call****a) Which staff group(s) are covered by this agreement?****Response:**

The Critical Care Scientist team in Craigavon Area Hospital are covered by this agreement. This has been in place with them since 2004-05.

The Renal engineering team in Daisy Hill Hospital have been included since 2019.

**b) What AfC band(s) are involved?****Response:**

This commenced initially with band 7 roles in CAH. This now includes a band 8a role in CAH. In DHH it commenced with all band 6 roles. These were upgraded in DHH in 2021-22 to band 7.

**c) How many staff in each Agenda for Change band currently avail of this arrangement?****Response:**

6 in CAH.

In DHH, 6 in technical team but only 3 cover on-call due to unforeseen circumstances.

**d) How long has this agreement been in place? (Please provide the start date and when each staff member first availed of this arrangement).****Response:**

In place before January 2006. The number of staff has increased over the years since this.

The number of staff increased to four (2011-12) then to six in 2021 – although staff available for on-call fluctuated due to various reasons.(tbc).

In DHH the agreement started in 2018

**e) How many times in the past 36 months has this arrangement been applied (i.e. number of instances where a paid Monday off was taken)?**

**Response:**

This has been applied on a weekly basis.

**f) Please supply a copy of the agreement in full.**

**Response:**

Not held

**g) On what date was this agreement first approved, and by whom?**

**Response:**

Not held

**h) Please provide minutes, papers, or correspondence relating to its approval.**

**Response:**

Not held

**i) What was the stated rationale for introducing and continuing this agreement?**

**Response:**

Only three staff in critical care initially which was insufficient to meet the needs of the service. Due to the arduous on-call with regular calls outs not only out of normal working hours but also at the weekends a rest day was granted by Senior Management Team.

To provide tech support for Intensive Care Unit and other critical care areas of the trust with use of medical equipment and procedures.



The need for support has reduced recently due to improvements in equipment requiring less technical support, replacement of equipment and now additional duties performed by nursing staff.

- j) **Who was named on the original agreement when it was first implemented?**

**Response:**

The information you have requested is exempt from disclosure under Section 40(2) of the Freedom of Information Act. The exemption is:

Section 40 (2) of the Freedom of Information Act - the information is a third parties' personal data and disclosure would be likely to breach one or more of the data protection principles in the Data Protection Act.

- k) **Are those named on the original agreement still employed by the Trust?**

**Response:**

No.

- l) **What is the process for adding new staff to this agreement, and who authorises their inclusion? (Please provide all correspondence in relation to this process for each eligible staff member.)**

**Response:**

When the post is advertised it includes clauses around on-call and weekend working. See page 2/12 Band 7 Job description.

**KEY DUTIES / RESPONSIBILITIES**

- Preparation, calibration, set-up and operation of complex medical diagnostic systems in all Critical Care Areas.
- Support Consultant Anaesthetists in the set-up and implementation of invasive and non-invasive monitoring equipment in Critical Care/Theatres and High Dependency area.

Participate in an on-call rota for this service

## PERSONNEL SPECIFICATION (page 7)

<b>HOURS</b>	37.5 per week (may be required to work hours over the 24/7 day period and/or shift duty as required).
--------------	---

### Personnel Specification (Band 8A)

**HOURS** 37.5 per week (may be required to work hours over the 24 hour/7 day period and/or shift duty as required). Will be required to participate in Critical Care On-Call Rota

### Essential Criteria

<b>Special Circumstances</b>	Willingness to undergo external training if required (or training across the SHSCT) Willingness to participate in an on-call rota. Willingness to work across sites
------------------------------	---

There is no reference to a 'paid day off'

**m) Please provide a record (by month or date) of when each eligible staff member has availed of this paid day off during the past 36 months.**

**Response:**

The information you have requested is exempt from disclosure under Section 40(2) of the Freedom of Information Act. The exemption is:

Section 40 (2) of the Freedom of Information Act - the information is a third parties' personal data and disclosure would be likely to breach one or more of the data protection principles in the Data Protection Act.

## 2. Governance and Accountability

**a) Which senior managers/executive directors are aware of this agreement? (Please provide their names and their current positions within the Trust).**

**Response:**

Mark Bloomer - Assistant Director of Estates

Catherine Marks – Director of Finance, Procurement and Estates



## Southern Health and Social Care Trust

**b) Was the agreement approved via the Trust's formal HR/governance structures (e.g. Workforce Committee, Executive Team, or Board)? Please provide evidence of the approval pathway.**

**Response:**

Not held

**c) Please provide details of any internal review, audit, or report on this arrangement.**

**Response:**

Not held

**d) Please provide copies of any actions, plans, reports or correspondence relating to the review, amendment, or termination of this agreement, including any proposed or implemented measures to end this practice.**

**Response:**

There is an on-going management of change process

**e) What actions and timelines are in place to amend or end this agreement?**

**Response:**

Due to changes in work practice and additional trained staff there is an ongoing management of change.

### 3. Financial Impact

**a) What is the estimated annual cost to the Trust of this arrangement?**

**b) Please provide any financial analysis or costings prepared by the Trust.**

**Response:**

Not held

### 4. Trade Union Involvement

**a) Was this agreement discussed, negotiated, or signed off by trade unions/staff-side representatives?**

**Response:**

Not held

**b) Please provide details (union(s) involved, dates of meetings, correspondence, or documentation).**

**Response:**

N/A

## **5. Related Emails and Correspondence**

**a) Please provide copies of all emails, memos, or written correspondence between:**

**Response:**

This information is not recorded centrally and therefore retrieving it would involve a manual search of individual patient records. As such we cannot provide this information as the cost of locating and retrieving the information exceeds the "appropriate limit" as stated in the Freedom of Information (Fees and Appropriate Limit) Regulations 2004. In order to obtain this information from a number of individual patient records would exceed the £450 limit and is therefore cost prohibitive.

Under section 12 of the Freedom of Information Act 2000, Public Authorities are not obliged to comply with an information request where to do so would exceed the cost limit.

**b) The Estates staff group (or their representatives) and their line manager;**

**Response:**

See response to question 5a above.

**c) The line manager and their own line manager; and the line manager(s) and the Human Resources department, which relate to the introduction, approval, continuation, review, and/or administration of this local agreement.**

**Response:**

See response to question 5a above.

**d) Please include emails from the date of the agreement's introduction up to the present day.**

**Response:**

See response to question 5a above.

## **6. Other Local Agreements**

- a) Are there any other local agreements in place within the Trust that provide benefits or terms outside standard AfC conditions?**

**Response:**

No

- b) If yes, please provide: staff group(s), AfC band(s), details of the agreement, approval date, and approving authority.**

## **7. Comparative Practice**

- a) Has the Trust benchmarked this agreement against practice in other NHS Trusts?**

**Response:**

Not held

- b) If yes, please provide the benchmarking documents/reports.**

## **8. Monitoring, Risk, and Impact**

- a) Has the Trust carried out any monitoring or review to assess whether this arrangement is still appropriate, cost-effective, or consistent with AfC? If so, please provide the findings.**

**Response:**

Yes, reason for change (outlined above)

- b) Has any risk assessment (financial, equality, or operational) been conducted in relation to this agreement? Please provide a copy.**

**Response:**

See above

- c) Has this arrangement affected rota coverage, patient safety, or staffing levels on Mondays? Please provide any reports or correspondence on this issue.**

## **Rota coverage -**

### **Response:**

There is a minimum staff cover for each site. Relevant restrictions are in place to ensure this is always provided in accordance with AfC.

## **9. Agenda for Change Reference**

- a) Please provide the relevant section(s) of the Agenda for Change Terms and Conditions Handbook or related guidance that were cited in support of this local agreement.**

### **Response:**

Section 27:19 Weekly rest periods

27.19 All employees should receive an uninterrupted weekly rest period of 35 hours (including the eleven hours of daily rest) in each seven day period for which they work for their employer. Where this is not possible they should receive equivalent rest over a 14 day period, either as one 70 hour period or two 35 hour periods.

HR advised in 2018 that 27:19 outlines the paragraph that applies the rationale for the Monday off as paid compensatory rest.

If you complete the week of on-call on the Friday at 4 (for example), then in order to achieve the 70 hours uninterrupted rest in the 14 days, then that would technically take you to 2pm on the Monday. From March 2016, the team has been in receipt of the full day on the Monday as paid compensatory rest.

- b) If no such section(s) were cited, please confirm this.**

Email: [Foi.Team@Southerntrust.hscni.net](mailto:Foi.Team@Southerntrust.hscni.net)