

FDM GRADUATE DEVELOPMENT SERVICE

DATE REDACTED

VERSION REDACTED SHIFT WORK AND ON CALL SERVICE SCHEDULE

Due to the nature of the business the Supplier in mutual agreement with the Customer will provide Services seven days a week under a shift work system. These Services will be provided by Supplier Staff who have been designated as shift workers (“Supplier Shift Staff”). The office hours and overtime rates stated in paragraph 14 (ADDITIONAL CLAUSES Overtime Rates and Working Hours) of the Call-Off Agreement will not apply to the Supplier Shift Staff.

Shift Pattern

Typically Supplier Shift Staff will be required to work 154 hours each 4 week period comprising 14 shifts of 12 hours each including unpaid breaks totalling 1 hour in accordance with a rotating shift pattern starting on a 4 weekly basis. The exact shift pattern will be agreed with the relevant Supplier’s Account Manager and the Customer’s Principal Contact.

Should the shifts in a four week period amount to less than 160 hours (excepting holidays/ annual leave/ sick leave etc) then the remaining hours must be made up at regular intervals (eg one extra shift of 11 hours every 8 weeks approx.)

An example of a shift pattern is given below.

4 WEEK SHIFT PATTERN																											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
We	Thu	Fr	Sa	Su	Mo	Tu	We	Thu	Fr	Sa	Su	Mo	Tu	We	Thu	Fr	Sa	Su	Mo	Tu	We	Thu	Fr	Sa	Su	Mo	Tu
N	N					D	D		N	N	N				D	D	D	D	D							N	N
					N	N	N	N					D	D		N	N	N				D	D	D	D	D	
	D	D	D	D	D						N	N	N	N						D	D		N	N	N		
D		N	N	N				D	D	D	D	D							N	N	N	N					D

Supplier Shift Staff will be entitled to unpaid breaks totalling 1 hour during each 12 hour shift worked, to be taken at such times as are specified in the shift rota. It is imperative that Supplier Shift Staff arrive at their workplace promptly to ensure time for any handover activity.

The Customer reserves the right to change the frequency of publication of the shift rota or the frequency, timing or duration of any of the shifts at any time at its absolute discretion according to the needs of its business. The Customer will give the Supplier advance written notice of at least 7 days for any change to either the frequency of publication of the shift rota or the frequency, timing or duration of any of the shifts.

The Customer shall give the Supplier 6 weeks' notice prior to any Supplier Shift Staff undertaking shift work.

Supplier Shift Staff will not be expected to work more than a maximum of 60 hours in a period of 1 week unless the individual volunteers to exceed this. This includes any work agreed beyond their normal hours or agreed shift pattern and any hours worked when called out.

The Supplier Shift Staff will use its best endeavours to ensure that planned annual or unplanned sick leave is adequately covered.

Supplier Shift Staff Rates

Hours worked from 07:00 – 19:00 Monday to Sunday at a pro-rata hourly rate (Day Rate)/8

Hours worked from 19:01 – 06.59 Monday to Sunday at a pro-rata hourly rate uplifted by 50% (Day rate x1.5)/8

Hours worked on a Bank Holiday at a pro-rata hourly rate uplifted by 100% (Day rate x 2)/8

On occasion the customer may require the Supplier Shift Staff to work beyond the agreed shift. The need and length of the overtime period to be discussed and agreed in advance by the Supplier and the Customer.

Any hours over an 12 hour shift shall be compensated as overtime at overtime rates at a pro-rata hourly rate uplifted by 50% of the 8-hour Day Rates as agreed in the Consultant's Order Form. Any hours over a 12 hour shift worked on a Bank Holiday will be compensated as overtime at overtime rates at a pro-rata hourly rate uplifted by 100% of the Day Rates as agreed in the Consultant's Order Form. (Day rate x2.0)/8. Overtime must agreed and approved in writing between the Customer and the Supplier before taking place.

The Travel and Subsistence arrangements specified in paragraph 6.1.4 of the Call-Off Agreement (PAYMENT Payment profile, method of payment and Travel and Subsistence) will in apply in relation to Supplier Shift Staff and will be in line with the Customer's policy and will be pre agreed and approved in writing between the Customer and the Supplier before being incurred.

Health and Safety

The Supplier will ensure it complies with obligations under the Working Time Regulations 1998.

On Call/ Call Out Service

Due to the nature of the business the Supplier in mutual agreement with the Customer will provide an on call service with Supplier Staff available to be contacted at home or by pager/mobile phone for an on call period outside their normal work or shift work pattern. Each on call period shall incur a flat charge of £15. The length and time of the on call period to be agreed by the Customer and the Supplier.

Supplier Staff will not be required to be on call for more than 3 periods in a week.

If a member of Supplier Staff is called out any hours worked (including travelling time) will be compensated as overtime at overtime rates at a pro-rata hourly rate uplifted by 50% of the Day Rates as agreed in the Consultant's Order Form. (Day rate x1.5)/8

If called out on a Bank Holiday any hours worked (including travelling time) will be compensated as overtime at overtime rates at a pro-rata hourly rate uplifted by 100% of the Day Rates as agreed in the Consultant's Order Form. (Day rate x2.0)/8

Any hours worked by an individual Employed Consultant when called out (including travelling time) will be included and count towards the maximum of 60 hours a week allowed for each Employed Consultant.

The Supplier and the Customer will be mindful of the need for Employed Consultants to have regular full rest days during their shift pattern.

As stated in paragraph 6.1.4 of the Call-Off Agreement (PAYMENT Payment profile, method of payment and Travel and Subsistence) any claims made will be in line with the Customer's policy and will be pre agreed and approved in writing between the Customer and the Supplier before being incurred.