

Split Contracts – Make them History

This guidance applies equally to England, Scotland, Wales and Northern Ireland.

What is a split contract?

A split contract is when a radiographer is paid at one rate for a part of the week to carry out specific duties and at a different rate for the rest of the week. They have two separate contracts with the same employer. It most commonly occurred under Whitley when radiographers worked in specialist areas such as ultrasound, MRI or mammography, which demanded a grading of Senior I. The same situation sometimes occurred where individuals carried out both managerial and clinical roles, or where they worked single-handed or on different sites within the same trust.

How did split contracts come about?

The Whitley Council graded jobs at Senior I if 50% or over of a person's time was spent carrying out highly skilled and specialised work. In order to avoid paying Senior I pay for the whole of a person's working week management offered split contracts.

What is the Society of Radiographers' policy on split contracts?

The Society of Radiographers has always opposed split contracts when the two contracts are within the same job family. The Society of Radiographers takes the view that management should recognise that the individual's skills are always available to the service and therefore the individual should be paid at the higher level for the totality of the hours that they work.

How do split contracts fit into Agenda for Change?

Split contracts don't fit into Agenda for Change. The job evaluation scheme does not award points on the basis of the percentage of time a specific responsibility, skill or duty is undertaken or utilised but on the level of that responsibility, skill or duty. The Agenda for Change job evaluation scheme measures the whole job and a job score is awarded on the basis of all the duties undertaken by the jobholder. Because there is no qualifying percentage as under Whitley, there should be no reason to split what is actually one job into two.

Unfortunately, some trusts may try to reproduce the problems created by split contracts by writing two different job descriptions for two posts which are then matched separately, or by advertising separate posts. This is especially likely when trusts are attempting to cut costs (under budgetary pressures).

What can we do to avoid split contracts?

Members should not sign separate job descriptions but should insist that all their duties are encompassed in one job description.

Members who are asked to sign two job descriptions or who are offered more than one contract with the same employer should contact their local SoR representative.

What should I be doing as a rep?

Below is a negotiating check list for SoR representatives dealing with split contracts:

Negotiating Check-list

- **Check if any members currently have separate Whitley contracts and advise them accordingly**
- **Ensure all members are aware of the above guidance and do not agree separate AfC job descriptions for different aspects of their jobs**
- **Members should not agree to accepting a separate job description or contract when extending their role e.g. if the post has substantially changed then the member should request that it be matched to a different national profile or put through the evaluation procedure**
- **Ensure that there is proper consultation over the establishment, advertising and appointment of posts e.g. to ensure that a part-time radiographer is not offered a separate contract where an increase in hours is appropriate**
- **AfC panels and “Leads” should be alert to whether the job description they are matching is the only JD allocated to a member of staff. If not the whole post should be matched/evaluated**
- **If any posts have been split and matched/allocated separately you are advised to lodge a formal grievance**