

Terms of Engagement – SW London Collaborative Staff Bank

In joining the South West London Collaborative Staff Bank, you agree to the following terms which govern the arrangements under which you may be offered bank work:

PART 1 – REGISTRATION

1 General

- 1.1 The South West London Collaborative Staff Bank (“the Bank”) provides temporary workers (“Bank Members”) to the following NHS Trusts (the “Trusts”):
- a. Epsom & St Helier NHS Foundation Trust
 - b. Kingston Hospital NHS Foundation Trust
 - c. St George’s NHS Trust
 - d. South West London & St George’s NHS Trust
- 1.2 This agreement governs the basis on which assignments may be offered to you, through the Bank, at one the Trusts (the “Host Trust”) but it does not govern assignments offered to you by the bank operated locally by whichever one of the Trusts you are separately registered with (your “Home Trust”), for which you should have a separate agreement.
- 1.3 Once you join as a Bank Member, you may be offered temporary work with any of the Trusts where you have expressed an interest in working.
- 1.4 There is no obligation on the Bank or any of the Trusts to offer you work once you have joined the Bank and you have the right to refuse any work offered to you. Accordingly, this agreement does not involve any mutuality of obligation between you and any of the Trusts. This agreement does not constitute a contract of employment between you and any Host Trust and does not confer any employment rights on you other than those to which workers are entitled.
- 1.5 The Trusts reserve the right to alter, amend, revoke or replace the terms and conditions regulating your registration with the Bank (which includes the terms of this agreement) from time to time as it sees fit.

2 Notification and acceptance of assignments

- 2.1 When work becomes available or you are offered a suitable assignment, you will then be able to choose whether or not to accept the assignment.
- 2.2 You are under no obligation to accept an offer of assignment.
- 2.3 You must only accept an assignment that you are competent to perform and in accordance with any professional registration (including any restrictions placed on you by regulatory bodies). (See also Part 1, Clause 4 below, as regards your professional registration(s), and Part 2, Clause 3.1 to 3.2, as regards work you may be asked to perform during an assignment.)

- 2.4 Each offer of assignment which you accept shall be treated as an entirely separate and severable assignment. The fact that you may have been offered an assignment more than once does not confer any legal rights on you and should not be regarded as establishing a right to work or continuity of employment. There shall be no contract or relationship between you and the Host Trust after the end of one assignment and prior to the commencement of any further assignment.
- 2.5 If an assignment to which you are assigned is cancelled before it commences, every effort will be made to notify you at the earliest opportunity and to offer you a suitable alternative assignment wherever possible.

3 Termination of registration and/or assignment

- 3.1 You will avoid cancelling shifts booked. Where this is unavoidable, you must give as much notice as possible to the Host Trust. Persistent short notice cancellation of bookings may result in your removal from the Bank.
- 3.2 The Host Trust reserves the right to terminate an assignment at any time for operational reasons. If an assignment is terminated before any originally agreed end date, the Host Trust will endeavour to give you as much notice as possible. You will be paid for any work undertaken on a particular assignment up to the time it is terminated.
- 3.3 Should the Host Trust cancel your shift at less than four hours' notice, you will be paid a minimum payment of two hours' pay unless alternative duties are offered. If you decline these alternative duties, you would not qualify for any payment.
- 3.4 The Bank reserves the right to terminate any assignment and/or your registration with the Bank immediately by giving notice in writing if it reasonably considers that you have committed any serious breach of its terms or committed any act of gross misconduct. Non-exhaustive examples of gross misconduct include dishonesty, theft, fighting, misuse of drugs or alcohol or any other act or omissions which may bring the Bank or any of the Trusts into disrepute.

4 Professional registration

- 4.1 It is your responsibility to maintain your professional registration (e.g. with the Nursing and Midwifery Council, the Health Professions Council or the General Medical Council) where this is required, for you to provide services through the Bank. If your professional registration should cease for any reason you must inform your Home Trust immediately and cease working on your particular assignment immediately.

5 Uniforms

- 5.1 You should wear the uniform provided by your Home Trust and comply with the associated infection control procedures at the Host Trust.
- 5.2 You **must** bring your Home Trust photographic identification badge so that your identity can be checked at the start of each shift. You cannot work unless you can be positively identified and

failure to present this photographic ID badge will mean your shift will be cancelled and you will not be entitled to payment.

- 5.3 You must wear your Bank non-photographic badge (which will be available from your Home Trust) visibly on your tunic or clothes throughout the shift. Your Home Trust photographic identification badge should also be carried with you at all times.

6 Working with friends or relatives

- 6.1 Bank Members are required to advise the Bank at the time that an assignment is offered if a family member or friend works in that place or has line management responsibilities for that service.

PART 2 - TERMS APPLYING TO EACH ASSIGNMENT

1 General

- 1.1 The terms applying to your assignment with the Bank are as described below. They will apply to you each time you accept an assignment that has been offered to you by the Host Trust and will last for the period of that assignment. On each occasion you are confirming your acceptance of these terms by accepting the offer of the assignment.

2 Rules, regulations and policies

- 2.1 Your assignment is subject to you adhering to the Host Trust's policies and procedures. It is your responsibility to familiarise yourself with each ward or department where you undertake work.
- 2.2 During the course of each assignment you will perform your duties diligently, observing all reasonable management instructions by the responsible supervisor on shift and relevant local policies and procedures (which will be available for inspection locally).

3 Work

- 3.1 During an assignment you may be asked to undertake work not originally specified but which may reasonably be required and are commensurate to the grade allocated to that assignment. You should not undertake work beyond your level of competence or professional registration. Equally, during periods when members of staff or other workers are absent, you may be asked to undertake different work to that which you might normally perform, commensurate to your grade.
- 3.2 During an assignment you are expected and required to be flexible and move to another site, Ward or Department as directed to you by a manager and/or to undertake work not necessarily in the area where you were originally booked, where an operational or clinical requirement arises.

4 Place of work

- 4.1 At Trusts with multiple sites, you may be required to work at any of these sites.

5 Payments

- 5.1 The hourly rate of pay applicable to assignments arranged through the Bank will be published on your Home Trust intranet and/or the Host Trust intranet. All meal breaks are unpaid.
- 5.2 You will be paid weekly by the Host Trust, in accordance with local payroll processes and timescales. You must ensure that you complete all Bank registration documentation and process to ensure you are paid in accordance with those local payroll arrangements.

6 Annual leave

- 6.1 Your 28-day statutory annual leave entitlement will be calculated at 12.07% of your pay and will be paid to you as and when you work, i.e. so that no further payment will be due to you in respect of any period otherwise deemed to be taken as annual leave. The 28 days is also a maximum amount inclusive of bank holidays and calculated on a whole-time equivalent basis.

7 Hours of work – average weekly limit

- 7.1 Under the Working Time Regulations 1998, workers have the right not to work more than 48 hours per week on average.
- 7.2 You have an individual responsibility for the number of hours you work in **all** assignments that you may have to ensure that you do not work hours that would prevent you from delivering a safe level of patient/client care.
- 7.3 You must not work more than 57.5 hours per week. This includes hours worked in all jobs that you may have, overtime, hours actually worked during on-call, resident on-call and standby.
- 7.4 You may if you wish, work in excess of an average of 48 hours per week, but must sign a Working Time Regulations opt-out form if you do indeed wish to do so.
- 7.5 Bank Members must not work a Bank shift on the same day / night as a study day. Bank Members may not work a Bank shift during sick leave, compassionate leave, maternity leave or special leave.
- 7.6 Bank Members must not undertake work resulting in back-to-back working. The following is considered unacceptable:
- a. working a half late, full early, full late, or long day, directly followed by a night shift;
 - b. working a night shift directly followed by a full early, half early, long day or full late.
- 7.7 Any Bank Member undertaking such work patterns will be subject to action which may result in their removal from the Bank register and/or disciplinary action (up to and including dismissal) if you also have a substantive contract of employment with any of the Trusts.

8 Restrictions

- 8.1 You accept that your Home Trust may place restrictions on accessing shifts through the Bank after

a period of sickness should this be potentially prejudicial to your recovery. If you are employed substantively at one of the Trusts, you must return to full duties in that role before working any further bank shifts.

9 Health and safety

- 9.1 You are reminded of your responsibilities for health and safety at work under the Health and Safety at Work Act 1974. These include the duty to take reasonable care for the health and safety of yourself and of others in your work activities, and to co-operate with the Host Trust in the discharge of its statutory duties. You must adhere strictly to the policies and procedures on health and safety, and report all accidents, dangerous occurrences, unsafe practices or damage to your assigned manager promptly using the Host Trust's incident reporting system. You must make use of appropriate training, safety equipment, protective clothing and footwear and attend training. Failure to comply with these requirements may result in your removal from the Bank.

10 Equality and diversity

- 10.1 The Trusts are committed to equality and diversity. They recognise that discrimination is unacceptable and that it is in the best interest of the Trusts, and the populations they serve, to utilise the skills of the total workforce. Failure to comply with or adhere to the Host Trusts' Equal Opportunity and Diversity Policies may result in your removal from the Bank.

11 Harassment at work

- 11.1 Harassment at work is not acceptable in any form. Failure to comply with or adhere to the Harassment and Bullying at Work Policy may result in your removal from the Bank Register.

12 Standards of conduct

- 12.1 Any potential concerns over your conduct, capability or performance which arise during an assignment will be dealt with in accordance with local policies and procedures at the Host Trust; the circumstances will also be shared with your Home Trust's staff bank office.

13 Code of confidentiality

- 13.1 You must at all times be aware of the importance of maintaining confidentiality of information gained by you during your assignment. Copies of each of the Trusts' Information Governance Guidelines are available from the respective trust's intranet. In many cases this will include access to personal information relating to patients. You must treat all information in a discreet and confidential manner.

14 Data protection

- 14.1 All data held, the way it is managed and the procedures associated with it, must conform to the requirements of the Data Protection Act 1998 ("the Act"). Under the Act service users and staff have a right of access to their records on application to the appropriate manager. More information can be found in the Information Governance Guidelines.

14.2 By agreeing to these terms, you consent to the Bank holding and processing both electronically and manually the data we collect about you for the purposes of administration and management and for compliance with applicable laws procedures and regulations. You also agree to the sharing of relevant personal data between the Trusts.

14.3 By agreeing to these terms you consent to the disclosure of information from your attendance records and timesheets to and by the Host Trust and NHS Protect for the purpose of claims and the investigation, prevention and prosecution of fraud.

15 Property

15.1 All documents, manuals, hardware and software provided for your use by the Host Trust during the term of an assignment and any data or documents (including copies) produced, maintained, or stored on the Host Trust's systems or electronic equipment shall remain the property of the Host Trust.

15.2 At the end of each assignment, you will immediately deliver to the Host Trust all documents, papers, drawings and copies relating to the Host Trust's activities as well as keys, equipment and other property of the Host Trust which may be in your possession or under your control during the term of an assignment.

16 Raising concerns

Bank Members are encouraged to follow the principles of the Trusts' Raising Concerns/Whistleblowing policies if they have any work-related concerns to which their principles may apply. For the avoidance of doubt, you may report any such concerns to the Bank Manager in the first instance, in confidence, who will be able to advise you on the course of action to take.

17 Acceptance usage policy

17.1 If you are required to use the Host Trust's IT systems as part of any assignment you undertake you will abide by the Host Trust's ICT Email Code a copy of which you will be asked to agree to before you have access.

17.2 You realise that the Host Trust's security software may record and store, for management use, the electronic email messages you send and receive, the internet address of any site that you visit, and any network activity in which you transmit or receive any kind of file. This includes using Host Trust communication systems including telephones, pagers and other mobile communication devices.

17.3 Any serious violation of this policy could lead to your removal from the Bank and/or criminal prosecution.

18 Other changes

- 18.1 It is very important that you inform the Host Trust of any changes to your personal circumstances, e.g. change of address, telephone number (including personal mobile phone numbers), bank or building society details for payment of bank pay, next of kin, loss of driving licence or any other changes which could affect your suitability for the role you are performing.

ACCEPTANCE

I hereby confirm that I accept the terms set out above.