

Bank Agreement for Gloucestershire Health and Care NHS Foundation Trust Temporary Staffing

Dear NAME HERE

I have pleasure in confirming your registration with Gloucestershire Health and Care NHS Foundation Trust Staff Bank from the date **DATE 2024** to provide ad hoc services to the Trust as a **Bank member of Staff, on a like for like basis, based on your substantive role, unless otherwise agreed. You are set up as Bank Band ROLE Here** on an as and when required basis. This agreement constitutes a framework of terms and conditions that will apply on each occasion that you provide bank services to the Trust.

This agreement is **not** a contract of employment. Save for paragraphs 11 and 12 the terms of this agreement will not apply for other than for the durations of periods when you are providing bank services to the Trust. There is no obligation whatsoever on the part of the Trust to offer you any work and equally you are under no obligation to accept any work that we may offer. Any contract of employment which you have with the Trust will be separate to this agreement.

1. REMUNERATION

Remuneration will be in accordance with your level of experience and the work which you have agreed to undertake and will be agreed at the time of your appointment to the bank register.

If the shift you are working includes any unsocial hours you will be remunerated for these hours. The number of hours to be worked will be agreed with you at the time of the booking. You will, of course, only be remunerated for hours actually worked. The Trust reserves the right to end a shift part way through and no payment will be due for the proportion of the shift not worked.

You may be entitled to **incremental progression** if you have worked more than 488 hours during a 12-month period. If on completion of 12 months' work you have not worked sufficient hours to accrue an increment (i.e. You have worked less than 488 hours in 12 months with the Trust) you will receive an increment at the point you have worked 488 hours. The 12-month period will then commence from the new date for incremental progression.

Bank Members are responsible for retaining copies for their time sheets if applicable in order to demonstrate that they have worked sufficient hours to warrant incremental credit. Applications for incremental credit should be made via the Temporary Staffing Team Manager.

We believe that for tax purposes any income you receive under these arrangements is covered by Section 44 of the Income Tax (Earnings and Pensions) Act 2003. To that end we are under a legal duty to deduct PAYE tax and National Insurance contributions. You will be paid weekly/monthly by credit transfer into a bank or building society account on the 26th day of the month.

You confirm that we have the right to deduct or recover any overpayment. However, where this occurs, you will be notified before the deduction is made.

2. OTHER CONDITIONS

This agreement to provide ad hoc services does not carry any entitlement to occupational sick pay, occupational maternity pay, or occupational annual leave. Any lack of entitlement to occupational benefits does not exclude your rights to receive benefits to which you are entitled under statute. For the avoidance of doubt, therefore, you are entitled to annual leave under the Working Time Regulations.

Under the Working Time Regulations all workers are entitled to paid leave from their first day of employment. This entitlement equates to 28 days (inclusive of public holidays) per year, pro rata for part time hours. Under the Working Time Regulations, you are entitled to receive a payment for annual leave. This payment will be made either monthly depending on your pay arrangements and will be based on the hours you worked in that period. The payment will be identified separately on your payslip.

The Working Time Regulations also require that you should not work more than 48 hours per week averaged over a 17-week period. This includes undertaking work in the same or more than one organisation. You must advise the relevant Bank Administrator if you believe you are exceeding the 48-hour limit. You have an individual responsibility for the number of hours worked and for ensuring that you do not work additional hours which would prevent you from delivering a safe level of patient/client care.

Bank Members may 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**

Any Bank Members undertaking such work patterns will be subject to action which may result in their removal from the Bank register.

In exceptional circumstances alternative shift patterns **may** be agreed at the discretion of the Bank Administrator, Head of Nursing, or out of Hours/ on call Manager.

If you are ill when you should be working, you should immediately notify the appropriate service manager or the Temporary Staffing Team so that alternative arrangements can be made.

You will be automatically enrolled into a workplace pension scheme. This applies to workers who

- earn over a minimum amount (currently £10,000 a year/ £833 a month/ £192 a week) - if you have multiple posts, e.g. a substantive post and also work on the Bank, then your earnings are assessed on all of your posts together;
- are aged 22 or over; and are under State Pension age.

If, however, you are already receiving an NHS Pension or you are working elsewhere in the NHS you may not be eligible to join the NHS Pension Scheme for some or all of your employment at the Gloucestershire Health and Care NHS Foundation Trust. You must notify us if this is the case. If this is the case then we will automatically enrol you instead into an alternative pension scheme known as NEST (National Employment Savings Trust). Further details of the NEST pension scheme can be found at:

www.nestpensions.org.uk. You have the right to opt out of both the NHS pension scheme and the NEST. We recommend that you take independent advice on this matter and the Trust is not able to advise you.

As you are not an employee, the Trust's grievance procedure does not apply to you. However, if you have any concerns you should raise them with the relevant Bank Administrator for the area you are working in, or a staff side representative or through Speak in Confidence.

Where relevant, any work offered to you under this agreement is subject to Home Office approval and this agreement will be for the duration of any required work permit. A copy of such work permit must be provided for retention by the Trust. You will not be offered any work under this agreement if for any reason your work permit status is compromised.

Your place of work will be dependent on the hours that you agree to work and the requirements of the Trust when offering you assignments.

3. TERMINATION OF AGREEMENT

This agreement is not a contract of employment and can be terminated by either party without notice.

If you wish to terminate this agreement and remove your name from the Trust's Temporary Staffing, you should inform the Staff Bank manager/ coordinator as soon as possible. If you have not undertaken any work within a 12-month period you could be automatically terminated from the Temporary Staffing team, The Trust reserves the right to remove you from the bank register at any time.

4. MEDICAL EXAMINATION

This agreement is conditional upon a satisfactory medical examination and, thereafter, it is also conditional that you will agree at any reasonable time to a medical examination and any further investigations considered necessary by a medical practitioner nominated by the Trust.

5. HEALTH & SAFETY AT WORK

The Trust has a legal responsibility to ensure, as far as is reasonable, the health and safety of its staff, patients, volunteers and visitors, including those in Temporary Staffing. As part of this responsibility, it is required to have a Health & Safety at Work Policy.

Your attention is drawn to this Policy, a copy of which is available in all wards and departments, as you have a personal legal obligation to take reasonable care of yourself and other people. You also have a legal duty to co-operate with the Trust in helping it meet its statutory obligations. This includes informing the Trust promptly of any injury sustained whilst on Trust premises or elsewhere that could affect your ability to provide services under this Agreement.

Because of these legal responsibilities, you must agree to attend any statutory/mandatory training that is deemed appropriate for the purposes of being registered with Trust's Staff Bank.

You will be paid to attend any training that is considered to be mandatory. Failure to attend any such training for reasons that the Trust determines to be unacceptable will result in this agreement being terminated.

6. REGISTRATION

Registrants of the Staff Bank undertaking work which requires professional/state registration are responsible for ensuring that they are so registered and that they comply with any Codes of Conduct applicable to that profession. Proof of registration must be produced on appointment and, if renewable, proof of renewal must also be produced. Failure to maintain registration or loss of registration will be treated as a breach of your terms and conditions of this agreement and will result in the termination of this agreement.

7. CRIMINAL OFFENCES

Appointment to posts involving access to children or vulnerable adults, are subject to a Disclosure and Barring Services (DBS) check in accordance with the Trust's Recruitment Policy. The Trust retains the right to request that further disclosure is sought at any time.

You are required to inform the Trust of any custodial or non-custodial convictions, criminal records, investigation, charges, caution or other relevant action including any investigation that has occurred after you started work at the Trust. The Trust retains the right to terminate this agreement if it is felt that any such information will have an impact or effect on the position you hold and / or duties that you undertake.

8. POLICIES

You are also required to comply with clinical and safety policies or procedures that the Trust may determine and issue from time to time together with any amendments to these documents that the Trust deems appropriate.

Full copies of Trust's policies and procedures are available on the intranet site.

9. PERSONAL PROPERTY

Your attention is drawn to the fact that your personal effects are NOT covered by any insurance taken out by the Trust. The Trust accepts NO liability for loss or damage arising from fire, theft, etc, except for items that are handed over and where a receipt is obtained. You are, therefore, recommended to consider making private insurance arrangements for your property.

10. OFFICIAL PROPERTY

Any uniform, protective clothing, equipment, materials, keys or other items that may be issued to you remain NHS property and must be returned to Trust at the termination of this agreement.

11. CONFIDENTIAL INFORMATION

In the course of providing ad hoc services, you may have access to information and information systems, including computer data and manual records, relating to the medical or personal affairs of patients and/or staff as well as sensitive information relating to the business of the Trust. All such information is to be regarded as confidential and must never be divulged or discussed except in the performance of your services unless you are instructed to do so by an authorised officer or are required to do so by operation of the law or whilst lawfully exercising rights under Part IV of the Employment Rights Act 1996. In addition, information and information systems must be safely secured when not in use so that unauthorised persons cannot gain access to them. Breaches of confidentiality are taken seriously and will result in the termination of this agreement. Such breaches occurring after termination of this agreement may lead to legal action being taken.

12. DATA PROTECTION

You agree to act in accordance with the current Data Protection law at all times during the term of this agreement and to comply with any policy introduced by the Trust in order to comply with it.

The Trust will process personal data about you in accordance with and to the extent permitted by Data Protection law in order for the Trust to perform its obligation under this agreement, for example paying your salary, to comply with legal obligations, to manage the staff bank or to pursue its legitimate interests. Personal data relating to you may be kept electronically or in hard copy format.

Your personal data may be disclosed or transferred to:

- employees of the Trust as may be reasonably necessary
- Other persons as may be reasonably necessary for the purpose of or in connection with the business of the Trust or your registration on Temporary Staffing Team.
- As otherwise required or permitted by law

The Trust may process sensitive personal data relating to you, in connection with the Trust's obligations in the field of employment. The Trust envisages the need to process sensitive personal data for the following purposes:

- a) Data relating to your racial or ethnic origin may be processed for the purposes of equal opportunities monitoring
- b) Data relating to your trade union membership may be processed to enable deduction of subscriptions from the payroll
- c) Your medical records and similar information may need to be processed for provision of healthcare; the facilitation of adaptations in the workplace; the processing of claims under the pension scheme; and general welfare. The Trust may need to process information regarding criminal convictions or alleged offences in connection with any disciplinary or regulatory investigation

The Trust may disclose or transfer the above categories of sensitive personal data to the providers of the schemes referred to at c) above and to other persons outside the Trust if it is required or permitted by law to do so

In this clause the expressions "personal data" and "sensitive personal data" have the same meanings as those expressions bear in Data Protection law.

13 CHANGE IN PERSONAL CIRCUMSTANCES

You are required to notify Trust of any changes in your personal circumstances including changing your name, address or telephone number or if you are presented with a notice of intended prosecution that may affect your work within the Temporary Staffing Team and this should be updated on your Employment Staff Record.

14 NHS CONSTITUTION

You have a responsibility to ensure that you understand and abide by the NHS Constitution see Annex A.

15 TRUST VALUES

You have a responsibility to ensure the values of the NHS and the Trust must underpin everything you do within your role.

If you accept this Agreement to provide ad hoc services on the terms specified above, please sign the form of acceptance below and return one copy of the Agreement as soon as possible. You should retain the other copy.

16 ENTIRE AGREEMENT

This agreement supersedes any previous agreement or agreements if any relating to the terms on which you provide bank services and sets out the entire agreement under which bank assignments will be offered to you and under which you will perform any bank assignments accepted.

Yours sincerely

Central Temporary Staffing Manager/ Lead Temporary Staffing Co-ordinator

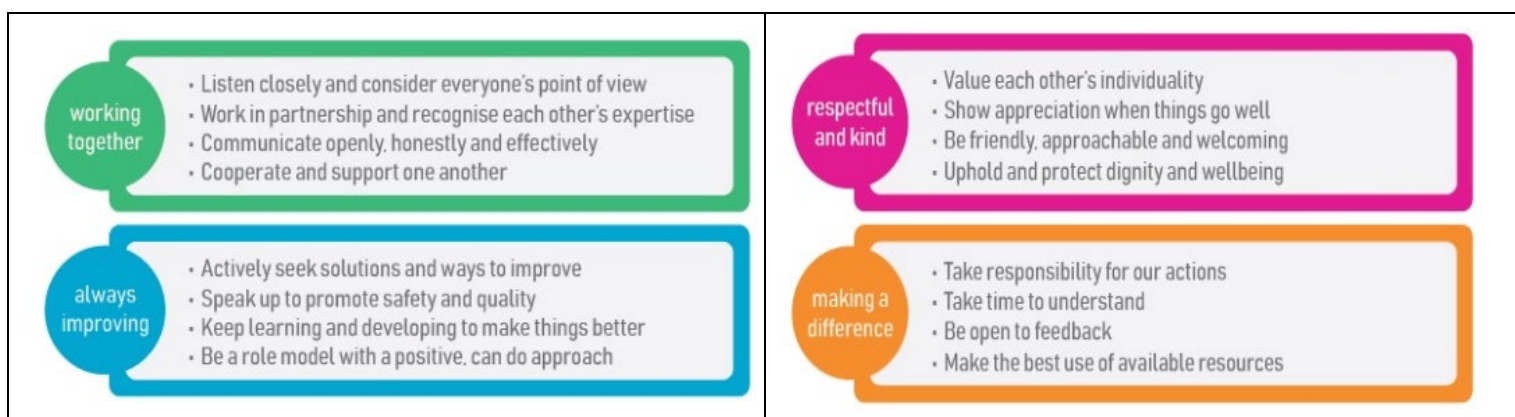
FORM OF ACCEPTANCE (DO NOT DETACH)

I accept this Agreement to join the Trust's Temporary Staffing Team to provide ad hoc **Services** on the terms and subject to the conditions referred to above.

Signed _____

Date _____

Please retain this copy for your records in case you should need any information from this agreement.



Annex A

NHS Staff Constitution - All Staff and Bank Members have responsibilities to the public, their patients and colleagues.

Important legal duties are summarised below.

You have a duty to accept professional accountability and maintain the standards of professional practice as set by the appropriate regulatory body applicable to your profession or role.

You have a duty to take reasonable care of health and safety at work for you, your team and others, and to co-operate with employers to ensure compliance with health and safety requirements.

You have a duty to act in accordance with the express and implied terms of your contract of employment.

You have a duty not to discriminate against patients or staff and to adhere to equal opportunities and equality and human rights legislation.

You have a duty to protect the confidentiality of personal information that you hold.

You have a duty to be honest and truthful in applying for a job and in carrying out that job.

You should aim:

- to maintain the highest standards of care and service, treating every individual with compassion, dignity and respect, taking responsibility not only for the care you personally provide, but also for your wider contribution to the aims of your team and the NHS as a whole;
- to take up training and development opportunities provided over and above those legally required of your post;
- to play your part in sustainably improving services by working in partnership with patients, the public and communities;

Your responsibilities

- to raise any genuine concern, you may have about a risk, malpractice or wrongdoing at work (such as a risk to patient safety, fraud or breaches of patient confidentiality), which may affect patients, the public, other staff or the organisation itself, at the earliest reasonable opportunity;
- to involve patients, their families, carers or representatives fully in decisions about prevention, diagnosis, and their individual care and treatment;
- to be open with patients, their families, carers or representatives, including if anything goes wrong; welcoming and listening to feedback and addressing concerns promptly and in a spirit of co-operation;
- to contribute to a climate where the truth can be heard, the reporting of, and learning from, errors is encouraged and colleagues are supported where errors are made;
- to view the services, you provide from the standpoint of a patient, and involve patients, their families and carers in the services you provide, working with them, their communities and other organisations, and making it clear who is responsible for their care;
- to take every appropriate opportunity to encourage and support patients and colleagues to improve their health and wellbeing;
- to contribute towards providing fair and equitable services for all and play your part, wherever possible, in helping to reduce inequalities in experience, access or outcomes between differing groups or sections of society requiring health care;
- to inform patients about the use of their confidential information and to record their objections, consent or dissent; and
- to provide access to a patient's information to other relevant professionals, always doing so securely, and only where there is a legal and appropriate basis to do so.