

## **STAFFBANK AGREEMENT FOR TEMPORARY WORKERS**

### **PART 1 - REGISTRATION**

#### **1 GENERAL**

- 1.1 The Chelsea and Westminster Hospital NHS Foundation Trust's Temporary Staffing Service (Staffbank) provides temporary workers to the Trust and exists to enhance the service of the Trust to its patients. Once you register, the Staffbank can offer you temporary work with the Trust.

**There is no obligation on the Staffbank to offer you work once you have registered and you have the right to refuse any work offered to you.**

- 1.2 These terms may be amended by the Trust and if this happens you will be notified in writing of any changes.

#### **2 NOTIFICATION OF ENGAGEMENTS**

The Staffbank team will notify you when a suitable engagement arises. You will then be able to choose whether or not you accept the engagement.

If the engagement is cancelled before it commences, every effort will be made to notify you at the earliest opportunity and to offer you a suitable alternative engagement wherever possible.

You will be paid a cancellation fee if a) you receive less than 60 minutes' notice that the engagement is to be cancelled, and b) it is not possible to find you an alternative assignment. You must report to the Staffbank office during office opening hours or to the Clinical Site Manager on duty if out of hours to see if this is possible.

#### **3 ENDING YOUR REGISTRATION**

- 3.1 If you wish to leave the Staffbank you should inform the Staffbank Office as soon as possible so that they do not contact you unnecessarily concerning any future engagements.

The Staffbank Office will issue you a Leavers/P45 request form for completion. This must be completed by you to generate a P45 and for the Staffbank team to take you off our register.

- 3.2 If you have not undertaken any work for the Staffbank for at least 13 weeks you will be automatically de-registered unless you have previously notified the Staffbank Office to say that you will be unavailable to provide services for a period of time. In such circumstances, if you subsequently wish to undertake further work you will have to re-register. The length of time this takes will depend on the period of time you have not provided services to the Staffbank and may not involve you having to go through all the registration steps again as some of the pre-appointment checks may still be valid. Re-registering with the Staffbank is not automatic and will depend on the Trust's need for temporary staffing in your field/area of expertise.

#### **4. OCCUPATIONAL HEALTH REQUIREMENTS**

- 4.1 You will be required to complete an occupational health questionnaire and be deemed fit to work prior to commencement of any engagement with the Trust and may be required to undergo a medical examination prior to your period of registration.

#### **5. PROFESSIONAL REGISTRATION**

- 5.1 It is your responsibility to maintain your professional registration where this is required for you to provide services through the Staffbank. If your registration should cease for any reason you must inform the Staffbank office and cease working immediately. It may be possible to offer you an alternative assignment in an untrained capacity which does not require formal registration until the matter is resolved. For further information regarding registration and lapses of registration please refer to the Trust Policy on Checking Registrations. A copy can be obtained from the Staffbank office.
- 5.2 Before you undertake any engagement with the Trust, you will be required to provide verification of your professional registration number and its current validity, and also proof of your identity (e.g. passport) and eligibility to work in the UK. You will not be allowed to undertake any engagement unless the relevant pre-appointment checks have been confirmed by the Trust.

#### **6. CRIMINAL RECORD CHECKING**

- 6.1 All engagements offered through the Staffbank are exempt from the provisions of Section 4(2) of the Rehabilitation of Offenders Act 1974. As such, you are required to inform the Staffbank of any criminal convictions you have, even if they are 'spent'. If you are not sure what this means please contact the Staffbank office.
- 6.2 In addition, the Trust requires all Staffbank workers who have access to patients as part of their normal day to day duties to have a Disclosure and Barring Service check, as this will involve working with children or vulnerable adults. It is a condition of registering with the Staffbank that you agree to such checks being undertaken. If the Staffbank subsequently receives an unsatisfactory check, or you do not declare any convictions that then show on your check or you do not provide the relevant information for the check to be carried out, it will be necessary to remove you from the Staffbank immediately.

#### **7 UNIFORMS**

Where required, uniforms must be worn. The Uniform policy is available from the Staffbank office.

#### **8 MANDATORY TRAINING AND INDUCTION**

On registering with the Staffbank you will be advised of the Staffbank Policies and Procedures and given a Staffbank Handbook. This details what mandatory training is required by the Trust.

#### **9 CONFLICT OF INTEREST**

Staffbank members who wish to undertake employment with, or provide services to, outside agencies/other Trusts, should notify the Staffbank office to ensure there is no conflict of interest.

## **PART 2 - TERMS APPLYING TO EACH ENGAGEMENT**

### **1 GENERAL**

- 1.1 The terms applying to your engagement with the Staffbank are as described below. They will apply to you each time you accept an engagement that has been made to you by the Trust and will last for the period of that engagement. In each case you are confirming your acceptance of these terms by accepting the offer of the engagement.

### **2 RULES, REGULATIONS AND POLICIES**

- 2.1 Your engagement is subject to the Staffbank policies and procedures of the Trust and such other local agreements which might be in force from time to time at the place of work.
- 2.2 Details of local relevant policies and agreements are available for reference from the Staffbank Office.

### **3 SPECIFIC TERMS FOR EACH ENGAGEMENT**

The following terms will vary according to the particular engagement that you have accepted:

- The start date and duration of engagement
- The job duties
- The main location of the work
- The hours of work
- The banding of the role

These terms will be described to you when you are offered the engagement and on your timesheet, and you will confirm your acceptance by signing the timesheet, thereby making a claim for payment on the basis of those terms. Please read your timesheet carefully before signing it.

### **4 SUBMISSION OF TIMESHEETS**

The Staffbank Office will inform you of the arrangements for completion and deadlines for the submission of all timesheets.

You are responsible for ensuring the accuracy of the information submitted on each timesheet. If you miss the deadline for the submission of timesheets your pay will be delayed until the following week.

Timesheets need to be completed for each individual shift worked and authorised at point of engagement.

Timesheets must be submitted on a weekly basis. Any accumulated timesheets will not be paid unless in exceptional circumstances. Timesheets will not be paid if they are over 6 weeks old.

Timesheets must be signed by a more senior manager from the Authorised Signatory list and in accordance with the Authorised Signatory policy. A copy of this policy can be obtained from the Staffbank office.

You understand that if you knowingly provide false information on any timesheet (s) this may result in disciplinary action and your removal from the Staffbank and you may be liable for prosecution and civil recovery proceedings. You consent to the disclosure of information from your timesheets to and by the Trust and the NHS Counter Fraud and Security Management Service for the purpose of your claims and the investigation, prevention and prosecution of fraud.

## **5 DUTIES**

Your duties for a particular engagement will be described to you when you are offered the engagement by the Staffbank Bookings Team and by the manager who originally requested the engagement.

A job description and person specification will be provided where available by the Staffbank Office or by the assigned manager on commencement of the engagement.

During an engagement you may be asked to undertake duties not originally specified which may be reasonably required and are commensurate to the band allocated to that engagement. Equally, during periods when members of staff or other workers are absent, you may be asked to undertake different duties to those that you might normally perform, commensurate to your band. You may be asked to work additional hours and to be flexible and work where the need is greatest, which may involve covering different wards/areas to those normally booked.

## **6 PLACE OF WORK**

The normal place of work will be Chelsea and Westminster Hospital at the address stated above.

You may be asked to work at other places and if this is the case the Staffbank will endeavour to notify you and/or bring about the transfer with the least possible inconvenience to you.

## **7 PAYMENTS**

### **Band and pay scale for each engagement**

Your band and associated pay scale for each engagement will be determined according to the duties that you are required to carry out during that period, using the same banding definitions that apply to employees of the Trust. The manager will confirm the band of the post to be covered to the Staffbank and you will be required to state this banding on your timesheet.

### **Rates of pay**

The pay scales for the AfC bands and Medical grades covered by the Staffbank that you are registered with are available from the Staffbank office, and may be expressed in either annual or hourly rates as appropriate. Where annual rates are given, the salary for temporary engagements will be pro rated to the full time salary by comparison to the standard full time hours of work for the staff group concerned.

The scales will state whether High Cost Area Supplement are included in the standard rate of pay or made as additional payments.

A list of the current pay rates is available from the Staffbank office.

### **Increments / Gateways**

There will be no incremental pay progression on Staffbank pay rates.

### **Frequency / Method of Payment**

You will be paid weekly or monthly, through a direct credit transfer into your bank / building society account.

### **Recovery of overpayment of pay and other payments**

The Staffbank reserves the right to recover any over payment of monies or any other sums due from you, by making deductions from your pay in appropriate circumstances.

## **8 TERMINATION OF ENGAGEMENT**

It is in the nature of bank work that when you are offered an engagement it may not be possible to give you a firm date on which it will end. However, where no precise date can be given, you will be told the expected length of time for which the engagement will continue or any minimum period that will apply.

You are required to give the Staffbank office at least one week's notice of termination of an engagement if you will not be able to complete an engagement with a pre-arranged date.

If the Staffbank terminates your engagement before any originally agreed date, provided that you have been providing services for an engagement lasting for a period of 4 weeks or more, the Staffbank will give you one week's notification of the end date. This notice will be without pay.

## **9 ANNUAL LEAVE**

Under the Working Time Regulations 1998 and national NHS guidance as a Staffbank member you are entitled to up to 5 weeks paid annual leave in respect of your bank work provided that you have no concurrent employment with the Trust (as you will already be receiving your statutory annual leave entitlement from the Trust through your job). This entitlement will be calculated at 12.07% of your pay.

The Staffbank Handbook will provide guidance on how to claim your annual leave, method of payment and arrangement.

## **10 HOURS OF WORK – AVERAGE WEEKLY LIMIT**

Under the Working Time Regulations 1998, workers have the right not to work more than 48 hours per week on average. In practice, the total hours that you are required to work will in no circumstances exceed this limit.

If you wish to opt out of the Working Time Regulations, please complete and sign an 'opt out' form. This is available from the Staffbank office.

## **11 SICK PAY AND MATERNITY PAY**

Temporary workers may be entitled to Statutory Sick Pay (SSP) and Statutory Maternity Pay (SMP), but not to any additional occupational benefits from the Trust. If you believe that you may be entitled to SSP and SMP in respect of any period, you should seek advice from the Staffbank Office and/or Benefits Agency.

## **12 HEALTH AND SAFETY**

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 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 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 Staffbank Register.

## **13 EQUALITY AND DIVERSITY**

The Trust is committed to managing diversity. It recognises that discrimination is unacceptable and that it is in the best interest of the Trust and the population it serves to utilise the skills of the total workforce. Failure to comply with or adhere to the Trust's Equality and Diversity Policy will be treated as misconduct and may result in your removal from the Staffbank Register.

## **14 HARASSMENT AT WORK**

Harassment at work will not be acceptable in any form. Failure to comply with or adhere to the Trust's Dignity at Work Policy will be treated as misconduct and may result in your removal from the Staffbank Register.

## **15 STANDARDS OF CONDUCT**

You are bound by the provisions of the Standards of Business Conduct published from time to time by the NHS Executive and which are contained in the Trust's Standing Orders. You are directed to read these standards, which are available from Staffbank. Workers whose roles include handling monies and/or procuring goods and services must adhere to the Trust's Standing Orders and Standing Financial Instructions, which are available from the Finance Department. It is the responsibility of Staffbank Members to ensure that they are not placed in a position which risks or appears to risk conflict between their private interests and their duties as a Staffbank member. Failure to comply with or adhere to the Standards of Business Conduct will be treated as misconduct and may result in your removal from the Staffbank Register.

## **16 CONFLICT OF INTEREST**

All workers must register any gifts and/or hospitality accordingly. The Trust considers it to be a serious offence for anyone, in connection with the Trust, to accept gifts and hospitality, other than by way of a token nature, from any person or business with whom you or the Trust is involved. This also includes an offer to a third party or acceptance of any benefit whether financial or in kind from any other party (other than the proper remuneration from the Trust). If in doubt you should seek advice from the Staffbank office or assigned manager. Failure to comply with this policy will be treated as misconduct and may result in your removal from the Staffbank Register.

## **17 CODE OF CONFIDENTIALITY**

You must at all times be aware of the importance of maintaining confidentiality of information gained by you during your engagement. A copy of the Trust policy is available from the Staffbank office. This will in many cases include access to personal information relating to service users. You must treat all information in a discreet and confidential manner and particular attention is drawn to the following:

- Data protected information regarding service users must not be disclosed either verbally or in writing to unauthorised persons. It is particularly important that you should ensure the authenticity of telephone enquiries.
- Written records, computer records and correspondence pertaining to any aspect of the Trust's activities must be kept securely at all times.
- You have an obligation to ensure that computer systems which you use are protected from inappropriate access within your direct area of practice e.g. by ensuring that personal access codes are kept secure.
- 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. Under the Act service users and staff have a right of access to their records on application to the appropriate manager. This can be read in conjunction with the Trust's Data Protection Policy.
- If it is necessary to share information in order to effectively carry out your duties for the Staffbank, you must make sure that as far as is reasonable this information will be exchanged on a strictly 'need to know' basis, using the minimum that is required and be used only for the purpose for which the information was given.
- If unsure seek advice from the Medical Director who is the Trust Caldicott Guardian.
- Conversations relating to confidential matters affecting clients should not take place in situations where they may be overheard by passers-by, e.g. in corridors, reception areas, lifts and cloak rooms.
- The same confidentiality must also be observed in dealing with work related matters appertaining to work colleagues.
- Any breach of confidentiality may be regarded as misconduct and may result in your removal from the Staffbank Register.

## **18 PATIENT AND PUBLIC INVOLVEMENT**

The Trust has a statutory duty to involve service users, carers and the public in the work of the organisation. It considers that Patient and Public involvement is the responsibility of every individual working for the Trust, and this includes the Trust's temporary workers. All workers have a responsibility to listen to the views of patients and to contribute to service improvements based on patient feedback. You will be expected to support the Trust in this aim through your working practice during your engagements through the Staffbank.

## **19 OWNERSHIP OF INFORMATION**

The Trust wishes to emphasise that all papers and files are the property of the Trust and remain so irrespective of origin or authorship.

## **20 GRIEVANCES, DISCIPLINARY AND PERFORMANCE MANAGEMENT PROCEDURES**

The Staffbank's Grievance Policy and Procedure enables you to pursue a grievance about any aspect of your work for the Staffbank. A copy is available from the Staffbank office.

The Staffbank's Disciplinary Policy and Procedure as well as the Capability Procedure are available from the Staffbank.

## **21 WHISTLE BLOWING POLICY (Public Interest Disclosure Act 1998)**

If you ever have a concern that something may be going badly wrong at work and wish to report this to the Trust in a confidential manner please refer to the Whistle blowing Policy a copy of which is available from the Staffbank office.

## **22 ACCEPTANCE USAGE POLICY**

You understand that if you are required to use the Trust's IT systems as part of any engagement you undertake that you will abide by the Trust IT Acceptance Usage Policy a copy of which is available from the Staffbank office.

You realise that the 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.

You understand that if applicable to the engagement you will be given a copy of this policy and understand that any serious violation of this policy could lead to your removal from the Staffbank Register or criminal prosecution.

## **23 CONFIDENTIALITY**

You must not divulge or communicate to any third party whatsoever (other than in so far as it may be necessary to do so in the performance of your duties or with the approval of your assigned manager) or use, take away, conceal, destroy or retain for your own or another's advantage or to the detriment of the Trust, any of the trade secrets, accounts, financial or trading information or other confidential information which you may receive or obtain in relation to the businesses, finances, dealings, employees or patients of the Trust. This restriction shall continue to apply after the termination of this contract save to the extent that such information is, or becomes other than through a breach of this clause, within the public domain.

## **24 RESEARCH GOVERNANCE**

The Trust manages all research in accordance with the requirements of the Department of Health Research Governance Framework for Health and Social Care 2001. As a Staffbank Member of the Trust you must comply with all reporting requirements, systems and duties of action put in place by the Trust to deliver research governance. If, in the course of your duties, you undertake any form of research you agree to make yourself familiar with the Research Governance Framework and agree to accept the responsibilities associated with your role that are outlined within it.



## **25 ALCOHOL**

It is the intention of the Trust to reduce the possibility of losing good temporary workers and lowering health and safety standards as a result of excessive or inappropriate drinking.

All Staffbank Members are expected to report for duty in a fit state to do all their bank assignment properly, efficiently and safely.

The Trust will accept responsibility for helping those whose drinking habits are affecting performance or those who are worried about their drinking habits. Further information is held within the Alcohol and Substance Abuse policy which is available from the Staffbank Office.

## **26 SMOKING**

The Trust endorses the principle that whether people smoke or not is a matter of personal choice, but where they smoke is a matter of public concern. The policy on smoking and health protects non-smokers and requires that all The Trust's premises are smoke free.

## **27 OTHER CHANGES**

It is very important that you inform the Staffbank office of any changes to your personal circumstances such as change of address, telephone number (including changes in personal mobile phone numbers), bank or building society details for payment of bank pay, next of kin, gain of qualifications, criminal convictions, loss of driving licence.

**STAFFBANK AGREEMENT FOR TEMPORARY WORKERS**

**PLEASE DO NOT DETACH**

**ACCEPTANCE**

I hereby confirm that I accept the terms set out above. I have retained a copy of this agreement for my own information.

Please sign both copies of this agreement, and return one copy to the Staffbank office.

Signed: ..... Date .....

Print name: .....

If the Staffbank does not receive a signed copy of the agreement or correspondence from you wishing to query it within 3 months of the date of issue of this document it will be assumed that you accept its terms.