

## **BANK AGREEMENT**

### Framework of Terms and Conditions for Bank Staff

This framework agreement (the 'Agreement') constitutes a framework of terms and conditions which will apply on each occasion when you provide bank services to the Royal United Hospital Bath NHS Foundation Trust (the 'Trust'). For the avoidance of doubt, the terms set out in paragraphs 14 and 15, in relation to information/data you have become aware of as a result of any bank work you have undertaken, will apply to you at all times, including periods when you are not providing services to the Trust.

The principal duties that you will be required to perform will be provided to you at the commencement of the assignment. ...

#### 1 Status of Relationship

There is no obligation on the part of the Trust to offer any work to you merely because your name is included on the Bank Register. Equally, there is no obligation on your part to accept any offer of work made by the Trust for so long as your name remains on the Bank Register. Where an offer of a period of work is made and accepted by you (an 'Assignment'), this document governs the relationship between you and the Trust in relation to each such period of work only.

For the avoidance of doubt, you will not be entitled to benefit from any rights set out in this Agreement during periods when you are not working for the Trust.

This Agreement is not a contract of employment. Any contract of employment that you may have with the Trust will be separate to this Agreement.

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 (you may be offered work at any of the sites covered by the Trust)

#### 2 Rate of Payment

You will be paid in line with the current relevant Collective Agreement in place at the Trust. Details of the current agreements and pay rates are available in the Staffing Solutions Office ('SS Office'). You must make yourself aware of these.

You will be paid monthly in arrears on last Thursday of the month of the month. Time sheets must be submitted within the Trusts agreed monthly payroll deadlines as set down by Finance and available on the Trust intranet site.

Time sheets older than 3 months will not be accepted for payment.

Payment will only be made for the number of hours that you have worked in each period.

Time sheets must be completed fully with booking references, cost centres and payroll details. Failure to do so may result in delays in payment.

Times sheets must be signed by an authorised signatory for the area /cost centre associated with the Assignment.

You not allowed to act as a signatory and sign time sheets for other bank staff. The only exception to this is when you are working in an area staffed only by bank staff. In this instance you may sign the time sheet but the time sheet must be countersigned by a member of the SS Office team when it is submitted.

### Rectifying Payroll Mistakes

Under the terms of the Employment Rights Act 1996, the Trust will adopt the following procedure:

Underpayment – a payment making good the mistake will be made as soon as possible to you.

### Overpayment –

Where an overpayment occurs, the member of staff will be informed that the error has occurred. With the agreement of the member of staff, the mistake will be rectified in the following pay period. Where this would cause hardship, a series of deductions will be made to rectify the mistake over succeeding pay periods. Where there is a dispute as to the time scale for deductions, the manager will seek to agree a suitable timetable after consultation with the member of staff involved who may, if they wish, be accompanied by a Trade Union representative or a friend not acting in a legal capacity.

## 3 Induction & Training

You will be required to attend mandatory training and induction when you join the Bank Register and before you are offered an Assignment by the Trust. Mandatory training commensurate to the relevant post must be kept up to date. Failure to do so will result in your removal from the Bank Register.

## 4 Special Duty Payments

Special duty payments at the rate determined by the Trust will be payable for hours worked on public holidays, Saturdays and Sundays and on all other days between 8.00pm and 6.00am, in line with Agenda for Change terms and conditions .

## 5 Hours of Work

There are no regular or fixed hours of work. You will provide bank services on an 'as and when' basis as required to meet the needs of the Trust from time to time and as agreed by you. The actual hours of your work will be agreed with your manager when you accept each Assignment.

If you have a separate contract of employment with the Trust or elsewhere you should not accept bank work under this Agreement that will conflict with such employment or that will cause you to breach the working time limits set out in the Working Time Regulations 1998 ('WTR') which state that you should:

Not to be required to work more than **48** hours per week on average -averaged over **26** weeks.

Have a break of at least **20** minutes if your working day is longer than six hours- this break is unpaid and must be deducted from the hours claimed on your time sheet.

To have at least **10** consecutive hours off between each working day.

To have at least **one** whole day off every week, or **two** days a fortnight

You may be able to opt out of the WTR and work in excess of 48hours up to 78 hours (56 hours for medical staff in training) – however an opt out form must be completed, signed and submitted to the SS Office. Copies of which are available from staffing solutions].

## 6 Paid Leave

As a 'worker', you may be entitled to paid holidays which correlate with the time that you actually provide services to the Trust. Entitled Bank staff's pay is increased by the agreed rate as per the relevant collective agreement on top of the hourly rate to allow for this holiday entitlement. You will however be required to ensure that you take four weeks' leave during each year.

## 7 Cancellation of a Shift and Movement of Bank Staff

If for any reason you are unable to report for duty at a time when you have agreed to accept a particular Assignment with the Trust, you should contact the SS Office during working hours, as soon as possible. As a bank worker you are not entitled to sick pay.

On occasions you will be asked to move to another area to meet patient and care needs or service needs. The SS office will aim to inform you before the start of the shift but at times this will not be possible.

## 8 Policies and procedures

You must comply with Trust specific policies and procedures whilst on Trust premises. A copy of these are available on the Trust intranet in each ward/department;

## 9 Code of Expectations

During each Assignment, you are expected to adhere to the Trust's Code of Expectations. A copy of the Code is attached and you should make sure you are aware of its contents.

If you have another substantive contract with the Trust, and are disciplined for conduct issues, your membership on the Bank Register may be reviewed. Your conduct on Assignments may also affect your substantive role.

Substantive Trust staff and Bank staff who also work for an external agency will not be allowed to return to the Trust via an agency to undertake extra shifts. This includes the neonatal intensive care and critical care areas.

## 10 Termination

You are required to notify [the SS Office] that you are no longer available for work in writing. This serves as a termination of this Agreement and you will then be removed from the Trust's Bank Register.

This Agreement may be terminated without notice by the Trust at any time and the Trust reserves the right to remove you from the Bank Register at any time.

If you have not worked for a period of 3 months and have not indicated to the SS Office any reason for your non availability it will be assumed that you no longer wish to continue with these arrangements and consequently your name will be removed from the Bank Register.

## 11 Medical Examination/Screening

In order to ascertain your fitness to remain on the Bank you may at any stage be required to undertake a medical examination by the Trust's Occupational Health Physician to confirm your fitness to work under this Agreement. The medical opinion of the Physician shall be final and binding.

## 12 Health and Safety

Under the provisions contained in the Health and Safety at Work Act 1974, the Trust undertakes to ensure as far as is reasonably practicable the health, safety and welfare of those engaged to work on its premises.

At all times whilst engaged in work on Trust premises you will be expected to:-

take reasonable care of yourself and of others at work;

co-operate with the Trust as far as is necessary to enable them to carry out their legal duty;

not intentionally or recklessly interfere with anything provided, including personal protective equipment, for health and safety or welfare on Trust premises;

advise the Trust promptly of any injury sustained whilst on Trust premises or sustained elsewhere that might affect your ability to remain on the Bank Register;

13 NHS Pension

You are entitled to become a member of the NHS Pension Scheme, regardless of hours worked, and this will be automatic unless you complete form SD502. Details of the scheme are available from the Payroll Manager, Finance Department.

14 Uniform

When and where necessary a uniform will be provided by the Trust. You will be expected to adhere to the Trusts dress code and will be obliged to return any uniforms upon request and upon leaving the Bank Register.

15 Confidentiality of Information

During specific Assignments, you may be party to confidential information regarding the Trust and/or its workers or employees and/or its patients. You are reminded that all such information must be treated as strictly confidential at all times and you may not divulge it to any other person except with the authority of the relevant Head of Department for each specific Assignment. The information can take many forms. It can be stored on computers, transmitted across networks, printed out or written down on paper, and spoken in conversation. To ensure confidentiality, appropriate protection must be applied to all forms of information, including papers, databases, diskettes and any other methods used to convey knowledge and ideas.

Unauthorised disclosure of confidential information will result in removal from the Bank Register and may result in prosecution.

16 Data Protection Act

The Trust is registered under the Data Protection Act 1998 ('DPA') with the information Commissioners Office. As such, the Trust is required to abide by the Act's principles that are centred around the handling of personal information.

The Trust retains and processes personal data in relation to its workers. In signing this Agreement you agree and explicitly consent to the Trust processing: -

personal data where this is necessary or reasonably required for the purposes of your work at the Trust (both during and after the duration of this Agreement) or the conduct of the Trust's business or where it is required by law; and sensitive personal data, including without limitation any medical records or health assessments where this is necessary or reasonably required for the purposes of your work at the Trust (both during and after the duration of this Agreement) or the conduct of the Trust's business or where it is required by law;

And you acknowledge that such data may be legitimately disclosed to appropriate persons and the Trust's professional advisors, pursuant to the DPA.

The collection, use, storage and disclosure of personal information relating to patients and staff, forms a vital part of the work of the Trust. The Trust is required by law to protect this information to ensure it is used legitimately and that

confidentiality is maintained. You must, at all times during the course of this Agreement, act in accordance with the DPA principles and must comply with any policy introduced by the Trust to comply with the DPA. In this clause “personal data”, “processing” and “sensitive personal data” shall have the meanings set out in sections 1 and 2 of the DPA.

Bank staff are expected to be familiar with the Trust’s procedures appropriate to their job and to follow their guidance.

17 Registration & Enrolment with a Professional Body

If you are offered bank work under this Agreement in a post that requires professional registration, the offer of work is conditional upon you meeting the registration requirement. You are required to produce proof of such registration on request at any time. When this is renewable, proof of renewal must be produced.

If there is a requirement for you to maintain registration with your appropriate body it is your responsibility to do so. This is your licence to practise and safeguards the required standard of patient care and treatment. If you take on an Assignment with the Trust at any time when your membership has lapsed, this may lead to your name being removed from the Bank Register. Please note that the Trust will not act as your Responsible Officer for the purposes of Revalidation.

18 Removal from the Bank Register

The Trust reserves the right to remove your name from the Bank Register at any time.

I hope you will enjoy your association with the Royal United Hospitals Bath NHS Foundation Trust.