

FOI 2018/047

Lancashire Care NHS Foundation Trust have recently decided to changed the terms of engagement/contract relating to the bank staff that they retain.

Please provide the document that you are requiring all bank staff members to sign.
Please see attached "FOI 2018-047 Attachment 1 - ToFE 2017.pdf" and "FOI 2018-047 Attachment 2 - Terms of Engagement.pdf"

Please provide minutes of all meetings where the changes to bank staff terms were discussed.
There are no minutes available.

Please provide all documentation in relation to the decision making, consultation and implementation of this new document.
There was no requirement to consult with bank workers as there is no mutuality of obligation between the trust and the bank worker. Please see attached "FOI 2018-047 Attachment 3.pdf"

Please provide details of the sanctions and/or course of action that a bank staff member of staff will be subject to should they refuse to sign and return the new document.
We do apply the following courses of action: New Members to the Work Bank are required to sign the TOE's in order to be engaged with the work bank.
For existing Members of the Work Bank that have had the new TOE's issued, following a grace period of 2 months for the member to read, sign and return the TOE, where the TOE has not been returned, a restriction is placed on the individual's BankStaff system record that prevents them from viewing and booking shifts until they contact the Temporary Staffing Team.



Lancashire Care
NHS Foundation Trust

Lancashire Care NHS Foundation Trust

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Sceptre Way
Walton Summit
Preston
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Tel:

Email:

18th January 2018

STRICTLY PRIVATE & CONFIDENTIAL
FOR THE ATTENTION OF THE ADDRESSEE ONLY

Dear

Following an internal review of our Bank 'Terms of Engagement' we have introduced a new version which will apply to all bank workers who do not hold a substantive post with Lancashire Care NHS Foundation Trust. This version of the Terms of Engagement will apply with immediate effect and supersedes all previous versions.

Please find enclosed your new Terms of Engagement.

To confirm your acceptance of the new Terms of Engagement please will you sign and return the final page (Acceptance of the Terms & Conditions of Engagement')

Please retain a copy of the Terms of Engagement for your records.

Kind regards



IMPROVING CARE THROUGH CLINICAL RESEARCH
Ask about Research Opportunities relevant to you

Chair: Mr David Eva

Chief Executive: Professor Heather Tierney-Moore OBE



Temporary Staff Bank - Terms of Engagement

1.0 Introduction

This document sets out the Terms of Engagement for Temporary Bank Worker (herein referred to as "you") and Lancashire Care Foundation Trust (herein referred to as "the Trust"), and forms the terms of engagement of work with the Trust for the period of any "Assignment". It is the intention of the Trust and you that outside any agreed "Assignment" there is no employment relationship between the parties.

In this document an "Assignment" is defined as the individual shift or series of shifts during which you are engaged by the Trust (by being registered on the Temporary Staff Bank) to carry out from time to time.

There is a no mutuality of obligation between the Trust and you. This is defined as a mutual understanding between the Trust and you that there is no contractual obligation on the Trust to offer you work and, equally, there is no obligation on your part to accept the offer of work. **This Agreement does not constitute a contract of employment within the meaning of the Employment Rights Act 1996.**

This document supersedes all previous agreements, or arrangements (whether written or verbal) between the parties.

(A)	Name	NAME
(B)	Address	ADDRESS
(C)	Contact number	NUMBER
(D)	Job Title	Temporary Bank Worker
(E)	Person Accountable to	As designated for each assignment
(F)	Rate of Pay	Variable dependent on pay band of the role
(G)	Pay frequency	Clerical Bank - Monthly Clinical Bank - Weekly
(H)	Normal pay date/day	Clerical Bank - 26 th of each month Clinical Bank - Friday of each week
(I)	Frequency with which annual leave entitlement will be calculated in arrears	Clerical Bank - Monthly Clinical Bank - Weekly
(J)	Method of payment for leave	Leave entitlement will be paid as an additional 12.07% of the hours worked in a: Clerical Bank - calendar month Clinical Bank - week

2.0 Identity of Employer and Nature of Relationship

As a Temporary Bank Worker with the Trust you may be offered a single assignment or a series of Assignments. It is agreed between the Trust and you that each Assignment is a self-contained offer of work, and once the Assignment is completed you are not obliged to undertake any further Assignments, nor is the Trust obliged to offer you any further Assignments. The fact that the Trust has offered you work or offers you work on more than one occasion, shall not confer any legal rights on you, and should not be regarded as establishing an entitlement to regular work or conferring continuity of employment.

3.0 Terms of your Engagement

Provided you are not carrying out an Assignment, the Trust or you may decide at any time without notice to terminate your registration on Lancashire Care Foundation Trust' staff bank. However such notification must be given in writing.

Where you are engaged under these Terms of Engagement for a particular Assignment, but you wish to terminate that Assignment before its scheduled end:

- If it is the first month of an Assignment, you must give one day's notice. This may be written or verbal.
- After one month in an Assignment, you must give one week's notice. This may be written or verbal.

If the Trust, in its sole discretion, decides to terminate the Assignment before it is scheduled to end, the Trust is under no obligation to give notice of the termination.

In the event the Trust cancels an Assignment for whatever reason, you are not entitled to any payment for any Assignment(s) you may have booked but are unable to work and the Trust is under no obligation to allocate replacement Assignments to you.

The requirement to give notice does not prevent either party waiving their right to notice.

If you have not worked for the Temporary Staff Bank for a period exceeding 26 weeks you will be removed from the bank register unless you have notified us in writing of a valid reason for being unable to work. If you are not eligible to work due to a factor outside of your control e.g. mandatory training courses not available, you will not be removed from the register. If removed from the register you will have to reapply through the normal recruitment process to be re-registered.

3.1 Cancellations and DNAs

Cancellations by LCFT - If you have been booked for an Assignment and there is no longer the requirement for a Temporary Bank Worker, the Trust will give you a minimum of 4 hours' notice of the cancellation and will endeavour to find you an alternative Assignment but is under no contractual obligation to do so.

Cancellations by the Temporary Bank Worker – Cancellations will be monitored by the Temporary Staffing team. If the level of cancellations is considered excessive action will be taken which may result in removal from the Temporary Staff Bank register.

DNAs (Did Not Attend the assignment) – If a Temporary Bank Worker is booked to work an assignment and fails to inform the Temporary Staff Bank and / or the assignment manager that they will not be attending this will be logged as a DNA. The number of DNAs will be monitored and more than three instances may result in removal from the Temporary Staff Bank register.

4.0 Job Role and Description

During the period of any Assignment, and only then, you will be a "Temporary Bank Worker".

Your duties and responsibilities will vary according to the Assignment, and these will be explained to you in advance of any agreement to accept the work offered. These responsibilities should not be regarded as exclusive or exhaustive and may need to be amended from time to time in the light of clinical/service requirements at the locations where you work.

5.0 Place of Work

Whilst working with the Trust, your place of work ("base") will vary depending on the work offered and accepted. Your place of work (base) may be any of the Trust's locations but it may subsequently be any location required for the Assignment. No allowance will be granted to you for any expenses or time incurred in travelling to and from the place of work (base) allocated to you. You will be eligible to claim mileage travel expenses if you are required to travel (other than to and from your base) as part of the Assignment being undertaken. In order to claim mileage travel expenses you will be required to complete the Vehicle Change Workforce Notification Form on the trust intranet. You must be insured for business use and be able to produce your driving licence and insurance certificate. Claims will not be processed if these requirements have not been met.

For assignments within the Trust inpatient areas, Temporary Bank Workers will be expected, where required, to work across various wards on a unit during their assignment.

6.0 Accountability

As set out at (E) on page 1 of this document, on a day-to-day basis, you will be accountable to a designated Manager where you are undertaking the relevant work Assignment.

7.0 Pay and Deductions from Pay

Your pay is subject to the provisions for the Trust and to variation from time to time in accordance with directions given by the Trust. When you leave the Trust for whatever reason, any adjustment of pay will be made in your final payment.

By signing this Terms of Engagement, you agree that the Trust may make such deductions from your pay (including your final pay) as is necessary to recoup any overpayment or other sum owed by you to the Trust arising from this Agreement.

8.0 Hours of Work

As a flexible temporary bank worker, you have no normal working hours. However, where you accept an Assignment offered to you it is your responsibility to present yourself for duty at the appropriate and agreed location and time, and to be immediately and suitably prepared to commence your duties. Failure to attend for Assignments you have accepted may result in termination of this Agreement and removal from the Temporary Staff Bank Register.

If you consider that you do or may work more than 48 hours per week in various employments or engagements for any organisation you do work for, spread over any 17 week period, you are required to notify the Trust of this fact immediately. Lancashire Care Foundation Trust discourages working hours that are in breach of the Working Time Directive (WTD), however you may choose to enter into a binding agreement ("opt out") consenting to hours in excess of 48 per week in accordance with the Working Time Regulations 1998. It is the Trust's duty generally to monitor your working hours including hours that you work for an organisation other than Lancashire Care Foundation Trust and in any other position you may hold with any other NHS Trust (for instance under a full time contract of employment). You, therefore, agree that you will inform Lancashire Care Foundation Trust of the following and within one week of any changes:

- Any other work you carry out for any other person, organisation or employer other than Lancashire Care Foundation Trust.
- Any other work you carry out which means you may not comply with working time rest requirements (ie. 11hrs break in every 24hrs, and 2 days in any 14 day period).
- The days on which you carry out such other work.
- The hours that you work for such other person, organisation or employer and the times at which you carry out such work.

Lancashire Care Foundation Trust does not permit Temporary Bank Workers (bank only or substantive staff) registered with our Temporary Staff Bank to also undertake work within the Trust through an agency.

The Trust has the right not to offer you work where it is felt that your additional hours will prevent you from delivering a safe level of patient/client care. Therefore, to protect the interests of patients and staff alike, unless you have completed an opt-out under the Working Time Regulations 1998 the following conditions will apply to your working patterns:

- If you hold full time employment with a Trust or any other NHS Employer, you may only work an additional 10 hours per week, averaged out over a 17 week period. Where you work in a ward/department working 12 or more hour shifts, only one additional shift may be worked per week, and this will be limited to 10 hours in length.

- Those who hold part time employment with the Trust or any other NHS Employer may only work a maximum of 48 hours per week, averaged over a 17 week period, including normal working hours under such part time employment.
- The Trust has the right to stop you working excessive hours if it is felt that this will prevent you from delivering a safe level of patient/client care. This may involve cancelling future assignments you are booked into at short notice.
- 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.
- You may not undertake duties resulting in "back to back" working. "Back to back" is defined as a late shift followed by a night duty or a night duty followed by an early shift. If you undertake such "back to back" working, where one or more of the shifts is with the Trust, then the Trust reserves the right:
 - If you are carrying out an Assignment, to terminate the Assignment and take such other action as it considers appropriate including, termination of these Terms of Engagement.
 - If you are not carrying out a particular Assignment, to terminate these Terms of Engagement.

9.0 Uniforms and Trust property

You may from time to time be provided with items of clothing, identification and technology by the Trust. Any such items shall remain the property of the department which provides them to you. The uniform must be worn correctly and at all appropriate times. All articles of uniform, identification and technology must be returned to the department manager at the end of your Assignment for block bookings or for ad hoc Assignments when requested by the department.

10.0 ID Badges

As a Temporary Bank Worker you are responsible for ensuring that you hold a valid ID Badge and that you present the ID Badge when you attend an Assignment.

11.0 Annual Leave/Holiday Pay

Your holiday entitlement will depend on the number of hours that you actually work and will be pro-rata on the basis of a full time entitlement of 28 days' holiday during each full holiday year (including the usual eight public holidays in England and Wales).

Annual leave will be paid to you as identified at (J) on page 1 above, but you must take up to 4 weeks break pro-rata according to hours worked from Assignments with the Trust each year equivalent to your statutory entitlements under the Working Time Regulations. Full-time hours per week for the purposes of calculating annual leave entitlements are 37.5.

12.0 Statutory Maternity, Paternity, Adoption

Details of entitlements that may be available to you can be obtained from the Payroll Department.

The application form for maternity, paternity or adoption leave can be requested from the Temporary Staffing Team.

Pregnant Temporary Bank workers who normally work on wards requiring the use of patient control and restraint must obtain a HSE Workplace Assessment for each ward where they intend to undertake shifts. The HSE Workplace Assessment should be completed by the ward manager or their deputy and returned to the Temporary Staffing Team.

Where wards are unable to mitigate risks and are therefore unable to complete a HSE Workplace Assessment the Temporary Staffing Team will restrict the pregnant Bank Worker from working on these wards as a duty of care.

The Temporary Staffing Team will endeavour to offer the pregnant Bank Worker alternative temporary work in areas which are able to complete a HSE Assessment but cannot guarantee the availability of such work.

13.0 Absence due to Sickness

You are required to notify the Trust immediately if you have accepted an Assignment and are subsequently unable to undertake the Assignment due to ill health. You should notify both the line manager of the current Assignment and the Temporary Staffing team.

You may be eligible to receive Statutory Sickness Pay ("SSP") based on the hours worked and your average earnings over the last eight weeks in line with the SSP Regulations as amended from time to time. No sick pay entitlement is paid for the first three days of sickness absence. For periods of sickness up to 7 days you must provide a self-certification form to the Temporary Staffing department. For periods of sickness of 7 days or more you must provide a medical certificate signed by a doctor to the Temporary Staffing department. Failure to notify of sickness absences promptly may result in loss of SSP.

14.0 Medical Fitness

The Trust reserves the right to require you to attend a medical examination carried out by an occupational health practitioner and/or a medical practitioner nominated by it in order to assess your fitness to work. The outcome of any medical examination may be disclosed to the Trust. Failure to attend such medical examination may be treated as a disciplinary issue, and result in removal from the Temporary Staffing Register.

15.0 NHS Pension Scheme

On the start of your first Assignment with the Trust you will automatically be enrolled and included in the NHS Pension Scheme unless you notify the Payroll Department in writing

that you do not wish to be a member (an opt out form is available through the Payroll Department).

The NHS Pension Scheme is contracted out of the State Earnings Related Pension Scheme. Details are available from the Payroll Department.

For the avoidance of doubt, only employment under an Assignment is counted as pensionable service.

Once in the NHS Pension Scheme, if you do not undertake work for the Trust for a continuous period of 13 weeks, your pension membership will cease and then automatically re-commence when you resume work.

16.0 Smoking Policy

Smoking is prohibited on all NHS premises and you are required to abide by the LCFT Nicotine Management Policy, a copy of this is available on the intranet or by request from the Temporary Staffing department.

17.0 Provision of Training & Professional Qualification

As a Temporary Bank Worker with the Trust it is your responsibility to ensure that you are up to date with mandatory training. There is an expectation that online mandatory training will be completed in your own time. You will not be offered any assignments, nor should you accept any assignments offered to you if your mandatory training is not up to date. It is your responsibility to maintain and develop your competencies in the fields in which you practice. You have an ongoing responsibility to undertake learning and development activities, including refresher activities, for the purposes of your continuing professional development. You acknowledge that the Trust reserves the right to refuse to offer any Assignment to you or to cancel an Assignment which has been offered to you if it considers it necessary for you to undertake learning and development activities to ensure that you can effectively and safely carry out your duties.

17.1 Attendance on Violence Reduction Training.

If it is determined that the Assignment or Assignments you accept require Violence Reduction Training ("VRT") to be undertaken then this must be attended and subsequently maintained. Failure to maintain Violence Reduction Training may exclude you from undertaking assignments where VRT is a mandatory requirement. You will be offered placement on VRT at the earliest opportunity, should you not attend this training you will be offered one further place on the training. Failure to attend by the second occasion may result in your removal from the Temporary Staff Register.

17.2 Maintaining Professional Registration

If you are required to hold registration with a particular professional body, the Trust may require you, on demand, to provide documentary evidence. It is a condition of registration to staff bank that you maintain membership of your professional registration and comply with the relevant body's codes of practice. You are required to advise the Trust if your professional body in any way limits or changes the terms of your registration of practice.

Failure to remain registered or comply with any relevant code of practice may result in the termination of this registration to staff bank, restriction from an assignment or disciplinary action.

18.0 Policies, Rules and Procedures

As a Temporary Bank Worker with the Trust you must comply with the Trust's Code of Conduct and any other policies, procedures and standards applicable to the area in which you are working. Copies of the Trust's Code of Conduct and other relevant policies and procedures can be obtained from the Temporary Staffing department, the Trust's Trustnet or the manager of the service where your current assignment is.

For the avoidance of doubt, the Trust's Disciplinary, Grievance and Capability procedures do not apply to Temporary Bank Workers. The Trust is entitled to terminate this Agreement and your registration on the bank at any time, and without notice. There is no obligation to offer you assignments under this Agreement and the Trust has absolute discretion as to which assignments it chooses to offer you. Accordingly, the Trust may decide not to offer any assignments to you where disciplinary or capability issues arise, and may choose to terminate this agreement forthwith in such circumstances.

For the avoidance of doubt, there is no right under this Agreement for you to be paid for assignments that are cancelled by the Trust or which you do not work due to you being restricted following conduct or capability issues.

In most cases, the Trust will deal with conduct, performance and grievance issues in the following way:

- **Disciplinary / Capability issues:** the Trust will investigate any potential conduct or performance issues and decide whether or not to remove you from the Temporary Staff Bank in light of the outcome of that investigation. The disciplinary process for bank workers is to be followed. If you are removed from the Temporary Staff Bank, you can ask that the Trust reviews that decision.
- **Grievance issues:** the Trust will investigate any grievances that you raise and inform you of the outcome. You have the right to ask the Trust to review that outcome.
- **Bullying or Harassment concerns:** these will be dealt with in accordance with the process set out in the Trust's Dignity at Work Policy.
- **If you wish to raise any issue in the public interest** (commonly known as "whistle blowing"), you are encouraged, in particular to raise any issues that you consider that may impact adversely on the service that the Trust provides to its service users.
- **If conduct or performance issues arise in relation to any bank Assignments** and you have a substantive contract of employment with LCFT, such issues may also lead to action being taken under that substantive contract in accordance with the relevant Disciplinary and Capability procedures.
- **Temporary Bank Workers who also hold a substantive post with the Trust and are dismissed due to conduct** will also be removed from the Temporary Staff Bank register.

If you have a substantive contract of employment with LCFT and disciplinary or capability issues arise to that employment, LCFT may decide not to offer you any bank Assignments

until those issues are resolved, or may decide to terminate this Agreement and your registration to Temporary Staff Bank forthwith. If there are issues with any disciplinary or capability warnings/sanction in relation to your substantive employment, LCFT may choose to terminate this Agreement and your registration to staff bank forthwith.

You must also comply with the rules of any appropriate professional body where applicable. The Trust reserves the right to refer such allegations to such professional body for its consideration.

19.0 Rehabilitation of Offenders

You are required to inform the Trust of any criminal investigations, prosecutions or convictions against you while you remain registered as a Temporary Bank Worker.

You are advised that the roles you may carry out during an Assignment may be exempt from the provisions of Section 4(2) of the Rehabilitation of Offenders Act 1974. Where this is the case you are not entitled to withhold information about any criminal convictions which for other purposes are "spent" under the provisions of that Act. Any failure to disclose such convictions may result in disciplinary action or termination of your Assignment and the contract of registration.

All patient facing roles require a DBS disclosure and therefore you agree that you will co-operate with and consent to any such application for the purpose of the role. Where a DBS disclosure is required, you will not be able to undertake Assignments without this being in place. For Temporary Bank Workers who do not also hold a substantive post with the Trust DBS disclosures are required on an annual basis and it is your responsibility to ensure your DBS check is current.

In certain circumstances, where we are concerned that any conduct or failure to act by you has caused harm or a risk of harm to a child and/or vulnerable adult (whether or not in the course of your work under an Assignment) the Trust has a Statutory duty to refer your name to the Secretary of State for its consideration whether to include you on a list of persons unsuitable to work with children/vulnerable adults. Such conduct or failure to act may also result in your removal from the Trust's Temporary Staff Bank.

20.0 Health and Safety

Whilst working with the Trust you have a duty to take reasonable care to avoid injury to yourself and to others at your place of work and to co-operate with the Trust in meeting its obligations towards the safety of its workers and others and, in particular, its obligations under Health & Safety at Work legislation. If, during an Assignment, you are involved in an accident or incident or injure yourself or a colleague at work, you must inform your designated manager at that particular location immediately. Personal injury details must be entered on to a Trust Datix form. You are also required to inform the LCFT Temporary Staffing Manager.

21.0 Offering Assignments & Location

LCFT reserves the right to only offer an Assignment to you in accordance with these Terms of Engagement.

22.0 Confidentiality

You are required to observe the strictest confidence regarding any information relating to the work of LCFT or any NHS organisation, their patients/clients, employees and Temporary Bank Workers.

“Confidential Information” includes but is not limited to information relating to the Trust or any NHS organisation received by you during Assignments as a Temporary Bank Worker relating to patients, personal information, budgeting and financial information and information in respect of which LCFT or any NHS organisation owes a duty of confidentiality to a third party.

You are required not to disclose any confidential information either during or after your engagement with the Trust unless expressly authorised to do so by Lancashire Care Foundation Trust or any NHS organisation or required in the proper performance of your duties or as required by law.

This obligation will cease only when such information comes into the public domain other than through unauthorised disclosure by you.

Failure to comply with these requirements will be treated as an act of gross misconduct.

These requirements are without prejudice to the rights to make a protected disclosure as set out in the Public Interest Disclosure Act 1998 (as amended from time to time).

23.0 Trade Union Membership

You have the right to choose to belong or not to belong to a recognised trade union and to participate in its activities.

24.0 Personal Particulars

Whilst working under these Terms of Engagement, you are required to notify LCFT of any changes in your personal circumstances including changes to your name, address or telephone number or eligibility to work in the UK. If you are employed by another Trust you must inform LCFT of any restriction or disciplinary action taken against you by them.

25.0 Conflict of Interest

You must not place yourself in a position in which your personal interest conflicts with that of LCFT. If you, or a member of your family, are registered as a business or partnership then this must be registered in the Trust’s Declaration of Interest Register. This is held by the Secretary to the Trust Board. Failure to register such an interest is a serious disciplinary matter and may constitute gross misconduct.

26.0 Loss of Personal Effects

Whilst working for LCFT you are advised that no liability can be accepted for any loss or damage to personal property whilst on any LCFT or Trust location. You are advised to provide your own insurance cover.

27.0 Data Protection

You agree that LCFT can process any data, including sensitive personal data for the purposes of the Data Protection Act, about you for the purpose of:

- Complying with legal obligations in its capacity as an employer or otherwise;
- Staff management including (but without limitation) the administration of staff benefits;
- Safeguarding the safety of patients and staff in any NHS organisation in which you work, have worked or may work,
- Any other general purpose of LCFT, of any Trust, other NHS organisation, or any employment agency with which LCFT contracts.
- You understand and agree that this may include the making available by LCFT of your personal or sensitive personal data to Trusts, other NHS organisations and any employment agency with which LCFT contracts where it is considered relevant to the matters set out here and LCFT is satisfied that they will provide a similar level of security and confidentiality. In addition, you agree that LCFT is entitled to process your personal and sensitive personal data received from any Trust, other NHS organisations or employment agency with which it contracts for the purposes of recording and retaining the information, analysing the information, using the information in internal procedures carried out by LCFT and providing the information to third parties where appropriate.

28.0 Safeguarding and Protecting Children

All LCFT staff, including Temporary Bank Workers, based within clinical environments who have contact with service users must familiarise themselves with and adhere to Local Safeguarding Children's Board and LCFT procedures for Safeguarding and Protecting Children.

29.0 Collective Agreement

In addition to the relevant Terms of Engagement, each Assignment is governed by the terms of Agenda for Change and by any variations, either to Agenda for Change, or to the terms of this engagement which are collectively agreed locally in accordance with the constitution of the Partnership Forum. If there is any conflict between the terms of this Engagement and Agenda for Change, the terms of this Engagement will prevail.

For the avoidance of doubt, the following provisions of Agenda for Change will not apply to your Assignments with the Trust:

- Section 3 (Overtime payments)
- Section 6 (Career and pay progression)

- Section 12 (Contractual continuity of service)
- Section 14 (Sickness absence 02/11/2015)
- Section 15 (Maternity leave)
- Section 16 (Redundancy pay)
- Section 35 (Balancing work and personal life)
- Section 36 (Employment break scheme)

30.0 Entitlement to Work in the UK, Work Permits and Sponsorship Certificates

This paragraph applies to you if you currently work for another Trust under a certificate of sponsorship issued under the tier 2 of the points system or a work permit.

If you undertake Assignments with LCFT which are supplementary to the employment for which you have been granted a work permit/Tier 2 certificate of sponsorship (referred to as 'Supplemental Employment, below) you must ensure that you are eligible at the relevant time to take up the Assignment and that you comply with any restrictions you may be subject to.

In line with the immigration rules you are allowed to work a maximum of 20 hours a week with the Trust as Supplemental Employment under your work permit/Tier 2 certificate of sponsorship provided that the role that you are undertaking with the Trust is in the same profession and at the same professional level as the work for which your work permit/certificate of sponsorship was assigned. In addition, it must be done outside the normal working hours for which your work permit/Tier 2 certificate of sponsorship was assigned.

You must inform LCFT immediately if your contract with your sponsoring employer is terminated for any reason as you will no longer be permitted to undertake Assignments for this Trust under your existing work permit/Tier 2 certificate of sponsorship.

Before becoming part of our Temporary Staff Bank, you are requested to provide evidence of your right to work in the UK. LCFT will also contact your sponsoring employee to confirm that you have been issued with a certificate of sponsorship and that it is still valid. Where the evidence provided shows that you have permission to work in the UK which is limited by time, you are required to provide such evidence annually upon request for LCFT.

In the event that you are unable to provide such evidence that is required for the purposes of annual check, or LCFT is unable to obtain confirmation of your certificate of sponsorship with your sponsoring employee, it is likely that LCFT will terminate your engagement with LCFT and no further Assignments will be offered. Complete details of the evidence that is acceptable for this purpose was provided to you on DATE and is available on request from NAME.

31.0 Equal Opportunities

LCFT are committed to equal opportunities. You are therefore required to comply with the Equal Opportunities and/or Dignity at Work policies of the Trust(s) to whom you are assigned. In the event that you fail to comply with the relevant policies and/or commit an

act of discrimination and/or harassment, during the period of any Assignment, on the basis of an individual's gender (including gender re-assignment), race, nationality, ethnic or national origin, disability, religion, beliefs or sexual orientation, you will be subject to the disciplinary procedure and disciplinary action may be taken against you.

32.0 General Conditions

In addition to this Terms of Engagement whilst working as a Temporary Bank Worker, you are subject to such terms and conditions and procedures as are notified to you from time to time.

33.0 Changes in Terms of Engagement

These will be as determined by LCFT. LCFT may review its requirement for Temporary Bank Workers from time to time and/or may update the terms on which it offers such work. In the event of any changes to the terms on which it is prepared to engage Temporary Bank Workers, LCFT may terminate this Terms of Engagement with immediate effect by giving notice in writing to you, and you may, at LCFT's absolute discretion, be offered a new Term of Engagement.

34.0 Acceptance of the Terms and Conditions of Engagement

I confirm that I have read the entire terms and conditions of this Engagement and accept its terms.

Signed

Name of Bank Worker

Date _____

Signed

For and on behalf of Lancashire Care Foundation Trust

Date _____

From: 15 April 2016 09:19
Sent:
To:
Cc:
Subject: MY COMMENTS RE THE BANK TERMS OF REFERENCE

Hi

Apologies for not sending this through yesterday – Please find my comments below:

Section 1.0

- The last statement in paragraph 3 does not read correctly – current wording **This Agreement is not in itself does not constitute a contract of employment within the meaning of the Employment Rights Act 1996.**
- Agree with the inserted comments you have made re the table of key information – Weekly pay workers will operate differently.
- What is meant by the statement – under (f) Rate of Pay 'Variable dependant on role'???

Section 3.0

- Notice periods – as there are no obligations on either party to either provide / offer or accept work I am confused regarding the Notice period element. I have spoken to who has advised that legal advice has been provided that confirms that this is acceptable where an individual is engaged on a longer term assignment.

Section 3.1

- Question over the commitment made to find them an alternative assignment – No obligation on us to provide work??.

Section 9

- I agree that returning items that belong to the trust after each assignment may not be practicable – technical items may need to have a process in place (longer term assignments may attract this)
- I would like to suggest that an explicit requirement is inserted - The Bank Worker is responsible for ensuring that they hold an valid ID Badge (in date) and that they present this when they present for a shift / assignment. (To support this: policy needs to place responsibilities on managers and bank workers to check the ID badge before the assignment commences, as I have already discussed with – We should consider issuing Bank Workers with end dated ID Badges. End dates to tie in with the 3 / 6 month not worked arrangements – this could better support our mand / stat training checks. ID compliance etc...) and will force a cleanse of the bank, prevent those who have not worked who may slip through the cleanse net being accepted to deliver an assignment they have been allocated.

From:

Sent:

To:

Subject:

FW: Temporary Workers

Categories:

Terms of Engagement

Hi!

Please see below – can you review and let me have comments and/or we can discuss?
Thanks


Associate Director – HR Operations (Interim)
HR Directorate

Lancashire Care NHS Foundation Trust




Trust HQ | Sceptre Point | Sceptre Way | Walton Summit|Preston|PR5 6AW

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From:

Sent: 30 August 2016 10:15

To:

Cc:

Subject: Temporary Workers

Hello

Please see below some of the responses I have had when I circulated to two documents.

Bank Terms of Registration

15 NHS Employees no longer benefit from lower rate NI.


18 Bullying or Harassment concerns: these will usually be dealt with in accordance with the process set out in the Trust's Dignity at Work Policy. Should read Bullying or Harassment concerns: these will be dealt with in accordance with the process set out in the Trust's Dignity at Work Policy.

Thanks


Hi Both
Please find attached the updated points in red. Please can you share and confirm that staff side are in agreement with this.

Subject: Bank Terms of Registration v1

From:
Sent: 22 August 2016 14:17



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uk

Associate Director – HR Operations (Interim)
HR Directorate
Lancashire Care NHS Foundation Trust

From:
Sent:
To:
Subject:
Attachments:
05 September 2016 14:52
)
FW: Bank Terms of Registration v1
Bank Terms of Registration v1.docx
Terms of Engagement

Temporary Staff Bank - Terms of Registration

1.0 Introduction

This document sets out the Terms of Registration for Temporary Bank Worker (herein referred to as "you") and Lancashire Care Foundation Trust (herein referred to as "the Trust"), and forms the terms of registration of work with the Trust for the period of any "Assignment". It is the intention of the Trust and you that outside any agreed "Assignment" there is no employment relationship between the parties.

In this document an "Assignment" is defined as the individual shift or series of shifts during which you are engaged by the Trust (by being registered on the Temporary Staff Bank) to carry out from time to time.

There is a no mutuality of obligation between the Trust and you. This is defined as a mutual understanding between the Trust and you that there is no contractual obligation on the Trust to offer you work and, equally, there is no obligation on your part to accept the offer of work. This Agreement does not constitute a contract of employment within the meaning of the Employment Rights Act 1996.

This document supersedes all previous agreements, or arrangements (whether written or verbal) between the parties.

(A)	Name	[NAME]
(B)	Address	[HOME ADDRESS]
(C)	Contact number	[TELEPHONE/MOBILE NUMBER]
(D)	Job Title	Temporary Bank Worker
(E)	Person Accountable to	As designated for each assignment
(F)	Rate of Pay	Variable dependent on pay band of the role
(G)	Pay frequency	Clerical Bank - Monthly Clinical Bank - Weekly
(H)	Normal pay date/day	Clerical Bank - 26 th of each month Clinical Bank - Friday of each week
(I)	Frequency with which annual leave entitlement will be calculated in arrears	Clerical Bank - Monthly Clinical Bank - Weekly
(J)	Method of payment for leave	Leave entitlement will be paid as an additional 12.07% of the hours worked in a: Clerical Bank - calendar month Clinical Bank - week

4.0 Job Role and Description

During the period of any Assignment, and only then, you will be a "Temporary Bank Worker".

Your duties and responsibilities will vary according to the Assignment, and these will be explained to you in advance of any agreement to accept the work offered. These responsibilities should not be regarded as exclusive or exhaustive and may need to be amended from time to time in the light of clinical/service requirements at the locations where you work.

5.0 Place of Work

Whilst working with the Trust, your place of work ("base") will vary depending on the work offered and accepted. Your place of work (base) may be any of the Trust's locations but it may subsequently be any location required for the Assignment. No allowance will be granted to you for any expenses or time incurred in travelling to and from the place of work (base) allocated to you. You will be eligible to claim mileage travel expenses if you are required to travel (other than to and from your base) as part of the Assignment being undertaken. In order to claim mileage travel expenses you will be required to complete the Vehicle Change Workforce Notification Form on the trust intranet. You must be insured for business use and be able to produce your driving licence and insurance certificate. Claims will not be processed if these requirements have not been met.

For assignments within the Trust inpatient areas, Temporary Bank Workers will be expected, where required, to work across various wards on a unit during their assignment.

6.0 Accountability

As set out at (E) on page 1 of this document, on a day-to-day basis, you will be accountable to a designated Manager where you are undertaking the relevant work Assignment.

7.0 Pay and Deductions from Pay

Your pay is subject to the provisions for the Trust and to variation from time to time in accordance with directions given by the Trust. When you leave the Trust for whatever reason, any adjustment of pay will be made in your final payment.

By signing this Terms of Registration, you agree that the Trust may make such deductions from your pay (including your final pay) as is necessary to recoup any overpayment or other sum owed by you to the Trust arising from this Agreement.

8.0 Hours of Work

As a flexible temporary bank worker, you have no normal working hours. However, where you accept an Assignment offered to you it is your responsibility to present yourself for duty at the appropriate and agreed location and time, and to be immediately and suitably

- You may not undertake duties resulting in "back to back" working. "Back to back" is defined as a late shift followed by a night duty or a night duty followed by an early shift. If you undertake such "back to back" working, where one or more of the shifts is with the Trust, then the Trust reserves the right:
 - If you are carrying out an Assignment, to terminate the Assignment and take such other action as it considers appropriate including, termination of these Terms of Registration.
 - If you are not carrying out a particular Assignment, to terminate these Terms of Registration.

9.0 Uniforms and Trust Property

You may from time to time be provided with items of clothing, identification and technology by the Trust. Any such items shall remain the property of the department which provides them to you. The uniform must be worn correctly and at all appropriate times. All articles of uniform, identification and technology must be returned to the department manager at the end of your Assignment for block bookings or for ad hoc Assignments when requested by the department.

10.0 ID Badges

As a Temporary Bank Worker you are responsible for ensuring that you hold a valid ID Badge and that you present the ID Badge when you attend an Assignment.

11.0 Annual Leave/Holiday Pay

Your holiday entitlement will depend on the number of hours that you actually work and will be pro-rata on the basis of a full time entitlement of 28 days' holiday during each full holiday year (including the usual eight public holidays in England and Wales).

Annual leave will be paid to you as identified at (d) on page 1 above, but you must take up to 4 weeks break pro-rata according to hours worked from Assignments with the Trust each year equivalent to your statutory entitlements under the Working Time Regulations. Full-time hours per week for the purposes of calculating annual leave entitlements are 37.5.

12.0 Statutory Maternity, Paternity, Adoption Pay

Details of entitlements that may be available to you can be obtained from the Payroll Department.

13.0 Absence due to Sickness

You are required to notify the Trust immediately if you have accepted an Assignment and are subsequently unable to undertake the Assignment due to ill health. You should notify both the line manager of the current Assignment and the Temporary Staffing team.

development. You acknowledge that the Trust reserves the right to refuse to offer any Assignment to you or to cancel an Assignment which has been offered to you if it considers it necessary for you to undertake learning and development activities to ensure that you can effectively and safely carry out your duties.

17.1 Attendance on Violence Reduction Training.

If it is determined that the Assignment or Assignments you accept require Violence Reduction Training ("VRT") to be undertaken then this must be attended and subsequently maintained. Failure to maintain Violence Reduction Training may exclude you from undertaking assignments where VRT is a mandatory requirement. You will be offered placement on VRT at the earliest opportunity, should you not attend this training you will be offered one further place on the training. Failure to attend by the second occasion may result in your removal from the Temporary Staff Register.

17.2 Maintaining Professional Registration

If you are required to hold registration with a particular professional body, the Trust may require you, on demand, to provide documentary evidence. It is a condition of registration to staff bank that you maintain membership of your professional registration and comply with the relevant body's codes of practice. You are required to advise the Trust if your professional body in any way limits or changes the terms of your registration of practice. Failure to remain registered or comply with any relevant code of practice may result in the termination of this registration to staff bank, restriction from an assignment or disciplinary action.

18.0 Policies, Rules and Procedures

As a Temporary Bank Worker with the Trust you must comply with the Trust's Code of Conduct and any other policies, procedures and standards applicable to the area in which you are working. Copies of the Trust' Code of Conduct and other relevant policies and procedures can be obtained from the Temporary Staffing department, the Trust's Trustnet or the manager of the service where your current assignment is.

For the avoidance of doubt, the Trust' Disciplinary, Grievance and Capability procedures do not apply to Temporary Bank Workers. The Trust is entitled to terminate this Agreement and your registration on the bank at any time, and without notice. There is no obligation to offer you assignments under this Agreement and the Trust has absolute discretion as to which assignments it chooses to offer you. Accordingly, the Trust may decide not to offer any assignments to you where disciplinary or capability issues arise, and may choose to terminate this agreement forthwith in such circumstances.

For the avoidance of doubt, there is no right under this Agreement for you to be paid for assignments that are cancelled by the Trust or which you do not work due to you being restricted following conduct or capability issues.

being in place. For Temporary Bank Workers who do not also hold a substantive post with the Trust DBS disclosures are required on an annual basis and it is your responsibility to ensure your DBS check is current.

In certain circumstances, where we are concerned that any conduct or failure to act by you has caused harm or a risk of harm to a child and/or vulnerable adult (whether or not in the course of your work under an Assignment) the Trust has a Statutory duty to refer your name to the Secretary of State for its consideration whether to include you on a list of persons unsuitable to work with children/vulnerable adults. Such conduct or failure to act may also result in your removal from the Trust's Temporary Staff Bank.

20.0 Health and Safety

Whilst working with the Trust you have a duty to take reasonable care to avoid injury to yourself and to others at your place of work and to co-operate with the Trust in meeting its obligations towards the safety of its workers and others and, in particular, its obligations under Health & Safety at Work legislation. If, during an Assignment, you are involved in an accident or incident or injure yourself or a colleague at work, you must inform your designated manager at that particular location immediately. Personal injury details must be entered on to a Trust Datix form. You are also required to inform the LCFT Temporary Staffing Manager.

21.0 Offering Assignments & Location

LCFT reserves the right to only offer an Assignment to you in accordance with these Terms of Registration.

22.0 Confidentiality

You are required to observe the strictest confidence regarding any information relating to the work of LCFT or any NHS organisation, their patients/clients, employees and Temporary Bank Workers. "Confidential information" includes but is not limited to information relating to the Trust or any NHS organisation received by you during Assignments as a Temporary Bank Worker relating to patients, personal information, budgeting and financial information and information in respect of which LCFT or any NHS organisation owes a duty of confidentiality to a third party.

You are required not to disclose any confidential information either during or after your engagement with the Trust unless expressly authorised to do so by Lancashire Care Foundation Trust or any NHS organisation or required in the proper performance of your duties or as required by law.

This obligation will cease only when such information comes into the public domain other than through unauthorised disclosure by you.

Failure to comply with these requirements will be treated as an act of gross misconduct.

retaining the information, analysing the information, using the information in internal procedures carried out by LCFT and providing the information to third parties where appropriate.

28.0 Safeguarding and Protecting Children

All LCFT staff, including Temporary Bank Workers, based within clinical environments who have contact with service users must familiarise themselves with and adhere to Local Safeguarding Children's Board and LCFT procedures for Safeguarding and Protecting Children.

29.0 Collective Agreement

In addition to the relevant Terms of Registration, each Assignment is governed by the terms of Agenda for Change and by any variations, either to Agenda for Change, or to the terms of this registration which are collectively agreed locally in accordance with the constitution of the Partnership Forum. If there is any conflict between the terms of this Registration and Agenda for Change, the terms of this Registration will prevail.

For the avoidance of doubt, the following provisions of Agenda for Change will not apply to your Assignments with the Trust:

- Section 3 (Overtime payments)
- Section 6 (Career and pay progression)
- Section 12 (Contractual continuity of service)
- Section 14 (Sickness absence 02/11/2015)
- Section 15 (Maternity leave)
- Section 16 (Redundancy pay)
- Section 35 (Balancing work and personal life)
- Section 36 (Employment break scheme)

30.0 Entitlement to Work in the UK, Work Permits and Sponsorship Certificates

This paragraph applies to you if you currently work for another Trust under a certificate of sponsorship issued under the tier 2 of the points system or a work permit.

If you undertake Assignments with LCFT which are supplementary to the employment for which you have been granted a work permit/Tier 2 certificate of sponsorship (referred to as 'Supplemental Employment, below) you must ensure that you are eligible at the relevant time to take up the Assignment and that you comply with any restrictions you may be subject to.

In line with the immigration rules you are allowed to work a maximum of 20 hours a week with the Trust as Supplemental Employment under your work permit/Tier 2 certificate of sponsorship provided that the role that you are undertaking with the Trust is in the same profession and at the same professional level as the work for which your work permit/certificate of sponsorship was assigned. In addition, it must be done outside the

I confirm that I have read the entire terms and conditions of this Registration and accept its terms.

Signed

[Insert name of LCFT Temporary Bank Worker]

_____ Date

Signed

For and on behalf of Lancashire Care Foundation Trust *[name and job title]*

_____ Date

From:

Sent:

To:

Subject:

Categories:

28 October 2016 10:41

Terms of Registration

Terms of Engagement

Hi

, came to see me yesterday and said that the Terms of Registration have now been agreed by Staff Side. Am I ok to now instruct the team to start sending out the new version or does it need to be signed off at SMT?

Kind regards

Temporary Staffing Manager
Lancashire Care NHS Foundation Trust

T:
E:
W:

www.lancashirecare.nhs.uk

P: Trust HQ | Sceptre Point | Sceptre Way | Walton Summit | Preston | PR5 6AW

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