

Terms of Engagement – Humber & North Yorkshire Collaborative Staff Bank.

In joining the Humber and North Yorkshire ICS Collaborative Staff Bank (CSB), you agree to the following terms which govern the arrangements under which you may be offered bank work:

CONTENTS

PART 1 – REGISTRATION	1
PART 2 - TERMS APPLYING TO EACH BANK SHIFT	4
PART 3 – TERMS APPLYING TO SPECIFIC STAFF GROUPS	9

PART 1 – REGISTRATION

1. General

- 1.1. The Humber and North Yorkshire Collaborative Staff Bank (“the Collaborative Staff Bank”) provides temporary workers (“Collaborative Staff Bank Workers”). This includes all current and future members of the Humber and North Yorkshire Collaborative Staff Bank that implement the Non-Medical Collaborative Staff Bank, operated by RLDatix_CloudStaff.
- 1.2. This agreement governs the basis on which Bank Shifts may be offered to you through the Collaborative Staff Bank by a “Host Trust”, which may be any Trust other than your Home Trust. A “Bank Shift” is an individual shift during which you work at a Host Trust whilst remaining engaged by your Home Trust. Your Home Trust is either:
 - 1.2.1. the Trust which engages you substantively, and/or at which you have ordinarily worked as a bank worker; or
 - 1.2.2. where a Home Trust contracts with a person, firm or company to provide that Home Trust’s staff bank, including where that person, firm or company directly engages bank workers to be supplied to the Home Trust or conducts activities such as pre-engagement checks and recruitment of bank workers who are then engaged by the Home Trust, that person, firm or company.
- 1.3. Any Bank Shift at your Home Trust will continue to be governed by the usual agreement and arrangements for bank workers which apply in your Home Trust. The terms of this agreement will apply as between you and the relevant Host Trust in relation to any Bank Shift you accept with that Host Trust.
- 1.4. Once you join the Collaborative Staff Bank as a Bank Worker, you will have visibility of the Collaborative Bank Shifts available in all Trusts.
- 1.5. Once you have opted into the Collaborative Staff Bank all Host organisations will be able to view limited biographical data (Name, DoB, Gender, National Insurance (NI) number, Skill, Contact Details (Phone number / Email)). This

will be stored securely on each Trusts BankStaff system hosted on the Red centric Cloud. The purpose of sharing this data is to ensure the security of the Trust and your safety whilst on duty within the Host Trust. Your personal information will only be used for identification purposes or to contact you where it is necessary. For further details please see privacy notice at the end of this document.

- 1.6. There is no obligation on any of the Trusts to offer you Bank Shifts once you have joined the Collaborative Staff Bank and you have the right to refuse any Bank Shift offered to you. Accordingly, this agreement does not give rise to any mutuality of obligation between you and any of the Trusts. This agreement does not constitute a contract of employment between you and any Host Trust and does not confer any employment rights on you, other than those to which workers are entitled.
- 1.7. The Trusts reserve the right to alter, amend, revoke or replace the terms and conditions regulating your registration with the Collaborative Staff Bank (which includes the terms of this agreement) from time to time as it sees fit. You will receive a notification regarding any changes to the terms and conditions. Any such change will apply to any new Bank Shifts you subsequently accept with the Collaborative Staff Bank but will not affect the terms of any Bank Shift you have accepted before the date of any change.

2. Notification and acceptance of Bank Shifts

- 2.1. You must only accept a Bank Shift that you are competent to perform and in accordance with any professional registration (including any restrictions placed on you by regulatory bodies) and having completed any required mandatory training. (See also Part 1, Clause 4 below, as regards your professional registration(s), and Part 2, Clause 10, as regards work you may be asked to perform during a Bank Shift.)
- 2.2. Each offer of a Bank Shift which you accept shall be treated as an entirely separate Bank Shift for the purposes of this agreement. For the duration of any Bank Shift your legal status will be as set out by your bank agreement with your Home Trust. There shall be no contract or other legal relationship at all between you and the Host Trust between Bank Shifts although it will continue to discharge any payment obligations it has under clauses 12 (Payments) and 13 (Annual Leave) between them.
- 2.3. If you accept a Bank Shift which is cancelled before it commences, every effort will be made to notify you at the earliest opportunity and to offer you a suitable alternative Bank Shift wherever possible.
- 2.4. You must only accept a Bank Shift booked through the Collaborative Staff Bank electronic rostering systems. Any shifts not booked in accordance with Collaborative Staff Bank procedures will not constitute a Bank Shift, will not be subject to these terms and will risk non-payment for the shift/s.

3. Termination of registration and/or Bank Shift

- 3.1. If you accept a Bank Shift, you are contractually obliged to undertake it. You should not cancel any Bank Shift that you have accepted unless you are

unable to undertake it because of an unforeseeable change in your circumstances (for example ill health or urgent domestic or childcare issues). If you cannot undertake a Bank Shift you have accepted, you must give as much notice as possible to the Host Trust. Persistent cancellation of bookings at short notice may result in your removal from the Collaborative Staff Bank.

- 3.2. The Host Trust reserves the right to terminate a Bank Shift at any time for operational reasons. If a Bank Shift is terminated before any originally agreed end date, the Host Trust will endeavour to give you as much notice as is operationally appropriate. You will be paid for any work undertaken on a particular Bank Shift up to the time it is terminated.
- 3.3. Should the Host Trust cancel your Bank Shift at less than four hours' notice, you will be paid a minimum payment of four hours' pay unless suitable alternative duties are offered. If you decline these alternative duties, any entitlement to pay will be determined in accordance with the Host Trust's policies.

4. Professional registration

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

5. Uniforms

- 5.1. Unless directed otherwise, you should wear the uniform provided by your Home Trust and comply with any infection control policies and uniform policy of the host Trust and any other relevant operational procedures of the Host Trust.

6. Identification and Employment Check Standards

- 6.1. You must ensure before accepting any Bank Shift that you have the right to work in the UK and at the Host Trust in accordance with Bank procedures. You must bring your Home Trust photographic identification badge so that your identity can be checked at the start of each shift. You cannot work unless you can be positively identified and failure to present this photographic ID badge will mean your shift will be cancelled and you will not be entitled to payment.
- 6.2. You must wear your Bank non-photographic badge (where it is provided by your Home Trust) visibly on your tunic or clothes throughout the shift. Your Home Trust photographic identification badge should also be carried with you at all times.
- 6.3. You must ensure before accepting any Bank Shift that you have a current DBS check (confirmed in accordance with Home Trust procedure), completed all statutory mandatory training compliance at your home trust in

accordance with Bank procedures, and completed Right to Work check in accordance with Bank procedures.

7. Working with friends or relatives

- 7.1. Individual Collaborative Staff Bank Workers should aim not to work in a bank area if they have family connections in a Host Trust or someone in a line management role. Should this be unavoidable the nature of the connection should be made clear to the person in charge of that shift at the time who may choose to redeploy accordingly.

PART 2 - TERMS APPLYING TO EACH BANK SHIFT

8. General

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

9. Rules, regulations and policies

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

10. Work

- 10.1. During a Bank Shift you may be asked to undertake work which was not originally specified before the Bank Shift commenced but which it is reasonable for you to be required to do and is commensurate with the grade, skills and experience allocated to that Bank Shift. You should not undertake work beyond your level of competence or professional registration. Equally, during periods when members of staff or other workers are absent, you may be asked to undertake different work to that which you might normally perform, commensurate to your grade.
- 10.2. During a Bank Shift you are expected and required to be flexible and move to another Site, Ward or Department as directed to you by a manager and/or to undertake work not necessarily in the area where you were originally booked, where an operational or clinical requirement arises and the proposed move is a reasonable request. The cost of moving to another site should be met by the Host Trust in line with local arrangements.

11. Place of work

- 11.1. At Trusts with multiple sites, you may be required to work at any of these sites. The site applying to any Bank Shift will be identified when it is posted.

12. Payments

- 12.1. You will be paid in accordance with Home Trust procedures (i.e. weekly/monthly in arrears) for working in the Collaborative Staff Bank, in accordance with local payroll processes and timescales. You must ensure that you complete all Collaborative Staff Bank registration documentation and processes to ensure you are paid in accordance with those local payroll arrangements. All meal breaks are unpaid.

13. Annual leave

- 13.1. For any Bank Shift on the Collaborative Staff Bank your annual leave entitlement will be calculated in accordance with Home Trust rates and will be paid to you as and when you work, i.e. so that no further payment will be due to you in respect of any period otherwise deemed to be taken as annual leave.
- 13.2. Your annual leave entitlement is pro-rated from the statutory annual entitlement. This equates to a percentage (rates in accordance with Home Trust procedures) of your hours worked and an uplift for this amount will therefore be added to any income and shown separately on your payslip.

14. Hours of work – average weekly limit

- 14.1. Under the Working Time Regulations 1998, workers have the right not to work more than 48 hours per week on average.
- 14.2. You have an individual responsibility for the number of hours you work in all Bank Shifts that you may have to ensure that you do not work hours that might impair your health and safety or that would prevent you from delivering a safe level of patient/client care.
- 14.3. You must not work more than 57.5 hours per week. This includes hours worked in all jobs (substantive and bank) that you may have, overtime, hours worked during on-call, resident on-call and standby.
- 14.4. You may if you wish, work more than an average of 48 hours per week, but must sign a Working Time Regulations opt-out form with your Home Trust (dependent on Home Trust procedure) if you wish to do so.
- 14.5. Collaborative Staff Bank Workers must not work a Collaborative Staff Bank shift on the same day / night as a study day. Collaborative Staff Bank Workers must not work a Collaborative Staff Bank shift at any Host Trust during any period of sick leave (sick period exclusion in accordance with Home Trust procedure), compassionate leave, maternity leave, or special leave from their employment by any Trust.

14.6. Collaborative Staff Bank Workers must not undertake work resulting in back-to-back working so that they are not able to take appropriate rest. The following is considered unacceptable:

14.6.1. working a half late, full early, full late, or long day, directly followed by a night shift;

14.6.2. working a night shift directly followed by a full early, half early, long day or full late.

14.7. Any Collaborative Staff Bank Worker undertaking such work patterns will be subject to action which may result in their removal from the Collaborative Staff Bank register and/or disciplinary action (up to and including dismissal) if you also have a substantive contract of employment with any of the Trusts.

15. Suspicions of Fraud.

15.1. The Trusts takes fraud involving NHS monies extremely seriously and will investigate any suspicions of fraud in line with NHS counter fraud arrangements.

15.1.1. Fraud will not be tolerated and the Trusts will apply all appropriate sanctions to anyone found guilty of committing fraud, which could include disciplinary action for Collaborative Staff Bank workers (possibly resulting in dismissal), criminal prosecution and referral of the matter to the appropriate professional body and action taken to recover any monies obtained by fraud.

15.1.2. If you have any suspicions of fraud being committed at the Trusts please contact either the Local Counter Fraud Specialist at the Trust (details available on the intranet) or ring the national NHS fraud reporting line on 0800 028 40 60 (Freephone) or visit www.reportnhsfraud.nhs.net

16. Restrictions

16.1. You accept that your Home Trust may place restrictions on accessing shifts through the Collaborative Staff Bank after a period of sickness in line with any occupational health or medical advice and/or should this be potentially prejudicial to your recovery. If you are employed substantively at one of the Trusts, you must follow your home Trusts policies

17. Health and safety

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

18. Equality and diversity

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

19. Harassment at work

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

20. Standards of conduct

- 20.1. Any potential concerns over your conduct, capability or performance which arise during a Bank Shift will be dealt with in accordance with local policies and procedures at the Host Trust; the circumstances will also be shared with your Home Trust's staff bank office. You are obliged to participate with this process.
- 20.2. You may from time to time be witness to alleged acts or omissions which may be the subject of a complaint, investigation, disciplinary, grievance, legal or other procedures by a Home or Host Trust. In any such instance you agree that you will co-operate with any investigating officer or other relevant person or body in dealing with such procedures including appearing as a witness.

21. Code of confidentiality

- 21.1. You must always be aware of the importance of maintaining confidentiality of information gained by you during your Bank Shift. Copies of each of the Trusts' Information Governance Guidelines are available from the respective trust's intranet. In many cases this will include access to personal information relating to patients. You must treat all information in a discreet and confidential manner. You are required not to disclose any confidential information either during or after your any Bank Shift unless expressly authorised to do so by the Host or Home Trust or required in the proper performance of your duties or as required by law.
- 21.2. This obligation will cease only when such information comes into the public domain other than through unauthorised disclosure by you.
- 21.3. 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).

22. Data protection

- 22.1. All data held, the way it is managed, and the procedures associated with it, must conform to the requirements of the Data Protection Act 2018 ("the

Act”). Under the Act service users and staff have a right of access to their records on application to the appropriate manager. More information can be found in the Information Governance Guidelines.

- 22.2. When staff are approved to join CloudStaff by their home Trust certain data will be shared with other host organisations in the collaborative.

This data is:

- Date of Birth
- Full name
- National Insurance (NI) number
- Cloudstaff contract details
- Contact details
- Skills

These data are shared only with managerial or system administrators at the host Trust and are shared for identity and safety reasons only.

- 22.3. You shall comply with the Host Trust’s data protection policy when handling personal data during any Bank Shift including personal data relating to any employee, worker, contractor, patient, or visitor to the Host Trust.

23. Property

- 23.1. All documents, manuals, hardware and software provided for your use by the Host Trust during the term of a Bank Shift and any data or documents (including copies) produced, maintained, or stored on the Host Trust’s systems or electronic equipment shall remain the property of the Host Trust.
- 23.2. At the end of each Bank Shift, you will immediately deliver to the Host Trust all documents, papers, drawings and copies relating to the Host Trust’s activities as well as keys, equipment and other property of the Host Trust which may be in your possession or under your control during the term of a Bank Shift.

24. Raising concerns

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

25. Engagement with other providers

- 25.1. While undertaking Bank Shifts you shall not be supplied, engaged or employed directly or indirectly by any person, firm, company, or other organisation that is in the business of providing recruitment to the NHS or dealing in the provision of recruitment services to the NHS of the kind

provided by the Host or Home Trust or a Bank Provider as at the date of these Terms of Engagement.

26. Acceptance usage policy

- 26.1. If you are required to use the Host Trust's IT systems as part of any Bank Shift you undertake you will abide by the Host Trust's ICT Email Code a copy of which you will be asked to agree to before you have access.
- 26.2. You realise that the Host Trust's security software may record and store, for management use, the electronic email messages you send and receive, the internet address of any site that you visit, and any network activity in which you transmit or receive any kind of file. This includes using Host Trust communication systems including telephones, pagers and other mobile communication devices.
- 26.3. Any serious violation of this policy could lead to your removal from the Bank and/or criminal prosecution.

27. Other changes

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

PART 3 – TERMS APPLYING TO SPECIFIC STAFF GROUPS

28. Imaging Workers - Notification and acceptance of Bank Shifts

- 28.1. The following requirements are applicable to all Collaborative Staff Bank Workers working with ionising radiation or entering a radiation-controlled area to ensure radiation protection compliance. The Collaborative Staff Bank Worker must complete a radiation specific local induction at the Working Trust, prior to accepting an Bank Shift. The Collaborative Staff Bank Worker must:
 - i) provide evidence of completion of Ionising Radiations Regulations 2017 (IRR17) training to the Working trust, or complete any equivalent training as required by the Working trust;
 - ii) read the Local Rules specific to all radiation-controlled areas which they will enter at the Working trust and sign a declaration to confirm they will abide by them;
 - iii) read the Employer's procedures relevant to any work they will be undertaking at the Working trust and sign a declaration to confirm they will abide by them;
 - iv) provide evidence of, or complete, practical equipment training specific to the medical radiological equipment and associated systems being used at the Working trust;

- v) provide evidence of, or complete, generic 'IRMER competencies' for any relevant task for which they will be required to undertake at the Working trust.

28.2. Ionising Radiations Regulations 2017 (IRR17) requirements:

28.2.1. In the case of any Collaborative Staff Bank Worker who is required to work with ionising radiation at the Working Trust, the Working Trust must:

- i) supply the Home Trust with the radiation risk assessments for the areas in which the Collaborative Staff Bank Worker will be working;
- ii) provide the Collaborative Staff Bank Worker with appropriate personal dosimetry monitoring and communicate the results of that monitoring to the Home Trust in a timely fashion;
- iii) make available to the Collaborative Staff Bank Worker the local rules for any radiation-controlled areas they are required to enter during their work and ensure they have signed a declaration that they have read and agree to abide by them;
- iv) provide the Collaborative Staff Bank Worker with suitable and adequately fitting PPE as detailed in the local rules for any controlled areas they are required to enter during their work;
- v) provide the Collaborative Staff Bank Worker with adequate training in the field of radiation protection that is specific to local equipment.

28.2.2. In the case of any Collaborative Staff Bank Worker who is required to work with ionising radiation at the Working Trust, the Home Trust must:

- i) provide the Working Trust with the results of any previous personal dosimetry for the same calendar year.

28.2.3. Both the Home Trust and the Working Trust must complete any Outside Worker documentation as required by either Trust.

28.2.4. If any Bank Workers who have been designated as a Classified Worker under IRR17 become Collaborative Staff Bank Workers, the appropriate Radiation Protection Advisor at both the Home and the Working Trust must be informed.

ACCEPTANCE

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

Signed:

Dated:

[INSERT TRUST PRIVACY NOTICE HERE]

SAMPLE