

ST. GEORGE'S UNIVERSITY HOSPITALS NHS FOUNDATION TRUST
Blackshaw Road, Tooting, London SW17 0QT

STAFF BANK TERMS OF REGISTRATION effective 11/1/2021

Worker name:	
Date of registration with staff bank:	n/a
Position of registration with staff bank:	Varies by assignment
Standard spine point:	Varies by assignment
Standard rate per hour:	
Monday – Friday Day	£ Varies by assignment
Nights/Sat	£ Varies by assignment
Sun/BH	£ Varies by assignment
Hours:	0 per week
Work base:	Any site where the Trust provides services
Contract basis:	Staff bank
Notice period:	N/A
Probationary period:	N/A

General Terms of Registration

1. The start date of each assignment will be your date of engagement.
2. No probationary period applies to this contract.
3. You will have the status of a worker and you will not be an employee of the Trust.
4. There are no regular, fixed or minimum hours of work. You will provide bank services on an “as and when” basis. The actual hours of your work will be agreed with your manager when you accept a particular assignment. You may be offered work on any day of the week, including weekends.
5. The Trust retains the right not to offer you any assignments at all and you are entitled to decline any assignment that you are offered.
6. Your place of work will be specified when you are offered an assignment.
7. The Trust's main site is St Georges Hospital, Blackshaw Road, London SW170QT, and it is anticipated that your assignments will be based at the main site. However, you may be offered assignments at any of the Trust's sites. You are expected to be flexible in your approach to assignments and may be moved to different places of work or areas within the Trust during the course of an assignment.
8. During an assignment you may be required to move from the assigned ward/area to another ward/area to meet patient care needs. Refusal to do so may lead to a disciplinary investigation.
9. You will not be required to work outside of the UK during an assignment.
10. Bank shifts cannot be worked if you are on sick leave from any other post you may hold. You must have returned from sick leave to any posts you hold before working any Bank shifts.
11. As a matter of good practice you shall be subject to the Trust's Disciplinary, Grievance, Dress Code and other policies and procedures throughout the duration of any assignment. Copies are available on request from the Bank Office.
12. If you are unable by reason of illness or any other reason to carry out all or part of any assignment you are required to notify the Staff Bank as soon as possible. You will not be entitled to payment of any kind for failure for whatever reason to carry out or complete any assignment.
13. During the period of any assignment you will be required to perform the duties required of you by the Person in Charge/Manager. Should you fail to perform such duties to satisfaction of the Trust then the Trust reserves the right at its sole discretion to suspend or terminate any assignment immediately.

14. The Trust reserves the right to terminate an assignment at any time for operational reasons. If the Trust decides to cancel an assignment, it will notify you as soon as reasonably practicable.
15. If you wish to terminate this contract and for your name to be removed from the Staff Bank register you should inform the Staff Bank Team as soon as possible, giving at least 1 week's written notice.
16. If you do not undertake any assignments for a period of six months or more, your registration will be discontinued and you will be terminated from the Staff Bank register.
17. On no account will a shift be worked as an Agency staff if you are registered with the Staff bank or have been in the previous 6 months.
18. If a written complaint regarding your performance is received, you will not be offered shifts until the complaint process has been completed. This is regarded as suspension to work offers.
19. Your continued registration with the Staff Bank is dependent on you co-operating with any investigation that may arise under the Trust's disciplinary procedure.
20. If you have any concerns about your assignments or if you are dissatisfied with a disciplinary decision, please raise this in writing with the Staff Bank Team.
21. Bank Registrants must wear their ID badge at all times when on duty.
22. Individuals who are registered with a professional body must ensure their registration is current, failure to do so will result in the offer of work being suspended.
23. Availability to cover shifts must be given to the Staff Bank office to allow matching of shifts available to work.
24. Your engagement will be covered by the relevant NHS collective agreements for bank staff, for example Agenda for Change, Terms and Conditions of Service for Speciality Doctors and for NHS Doctors and Dentists in Training.

Working time regulations

25. Any assignment performed by you is subject to the requirements of the Working Time Regulations 1999 ("the Regulations). Under the regulations, the total number of hours worked by you each week should not exceed an average of 48 hours. This amount may be averaged over 17 weeks and includes those hours worked for any other organisation. Therefore:
26. You are required to notify the Staff Bank each week of all hours worked by you for the Trust and for any other organisation. Any hours worked by you in excess of the limit as a result of any failure by you to notify the Trust of the correct number of hours worked by you will be at your own risk;
27. In respect the Working Time Regulations you must have a rest period of 11 uninterrupted hours between each working day, therefore 'Back to Back shifts must not be worked. On no account must Back to Back shifts be worked, to undertake this will lead to disciplinary investigation and potential termination from the Staff Bank register.

Remuneration and benefits

28. You are paid weekly on a Wednesday (unless there is a bank holiday, which means it will be later) and two weeks in arrears. This means that your first bank pay will not be paid until 2 and a half weeks after your first worked shift.
29. Time sheets **must** be submitted within 2 weeks of the last shift worked. Failure to do so may lead to non-payment.
30. You are entitled to up to 5.6 weeks' paid annual leave per year in respect of your bank work. You may take annual leave whenever you wish but, in order to ensure that you receive the correct pay according to your average hours of bank work, the pay that you are entitled to in respect of that leave is automatically paid to you as a supplement to your hourly rate for each hour that you work. This is detailed on each of your payslips as "WTD pay" (Working Time Directive) and is calculated as an extra 12.07% of your basic hourly pay rate. This is because: 1) a year is 52 weeks; 2) subtracting 5.6 weeks' holiday leaves 46.4 working weeks in the year; and

3) 5.6 is 12.07% of 46.4. The 12.07% pay supplement therefore represents your entitlement to paid holiday expressed as a percentage of the hours that you work.

31. Individuals registered with the Staff Bank have no entitlement to occupational sick pay, occupational maternity pay, or any other form of paid leave, excluding annual leave. The Trust will pay statutory sick pay and statutory maternity pay as long as all conditions for these payments are met.
32. You will automatically become a member of the NHS Pension Scheme if you are eligible, unless you choose to opt out. Your remuneration will be subject to deductions of pension contributions in accordance with the scheme. If you decide to opt out of the scheme you will need to complete the opt-out form available from the NHS Pensions agency.
33. A contracting out certificate under the Pension Schemes Act 1993 is in force for this employment and subject to the Rules of the Scheme. If you join the Scheme your employment will be contracted out of the State Earnings Related Pension Scheme (SERPS).
34. Staff who are eligible for the NHS pension scheme but who choose to opt out may – depending on their earnings and age - be automatically enrolled into the Trust's alternative occupational pension scheme, NEST. If you choose to opt out from the NEST scheme you will need to obtain an opt-out form from NEST.
35. You may be provided with the following benefits during your engagement, subject to any rules applicable to the relevant benefit:
 - NHS Pension Scheme
 - Paid annual leave entitlement
 - Counselling service

The Trust may replace or withdraw such benefits, or amend the terms of such benefits, at any time on reasonable notice to you.

Mandatory and Statutory Training

36. You will be required to attend the Trust's Induction Day, for which you will be paid. All other MAST training will be unpaid.
37. The Trust is a signatory to the Core Skills Training Framework, <https://www.skillsforhealth.org.uk/services/item/146-core-skills-training-framework> which defines what training we are required to do and who needs to do it. When you join the Trust, our Training Needs Analysis algorithms and rules determine what training you are required to do based on combinations of some or all of the following factors:

Staff Group
Role
Position Title
Band (Pay Band)
Occupation Code
Other organisational info such as Division or Department

You will be automatically enrolled to the required courses in our Trust learning management system. You can check what training you need to do and your compliance status via our compliance reporting system, ARIS on the intranet.

Training completed at other NHS Trusts that are signatories to the Framework can be accepted. If you are able to provide copies of your training records from a previous Trust, you may not need to repeat certain MAST training.

38. You must complete any additional training required to maintain your professional registration, if applicable, at your own expense and outside your working hours.
39. You are entitled to take part in various training courses which we may provide from time to time in-house. Specific details of what courses might be available can be found on the intranet
40. **Health Care Assistants** will be required to work for three months on day duty after registration, which must include a minimum of 10 shifts, before being offered night shifts. This is to allow the newly appointed HCA's to become familiar with the Trust and its work practices

I have read and understood these terms and have received a copy for my records

Signature

Name (please print)

Date