

<b>Temporary Staff Bank Operational Policy</b>	
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## **Executive summary**

The aim of this policy is to ensure that all teams and departments within LCH who use temporary staff are aware of the correct process to commission temporary staff.

The LCH temporary staffing service will ensure that LCH has systems in place which will support the delivery of high quality care whilst minimising clinical risk. It must be remembered that human resources are both our most valuable and most expensive resource. The temporary staffing service will contribute to the efficient use of human resources within LCH by making certain there is a robust bank of appropriately skilled staff available to work flexibly within specified departments throughout the Trust when needed, thereby supporting services in matching staffing levels to current service needs. The temporary staffing service will consider the development of other staff groups, including non-registered staff, Allied Health Professionals and Administrative and Clerical staff as directed by the Operations and Workforce Directorates. The service will work with teams to support retention of all temporary staff by making them feel valued and, where possible, offering temporary staff opportunities for personal development.

The service will offer flexible and temporary working opportunities whilst ensuring compliance with the European Working Time Regulations. The service will support Trust Board level and Operational Managers in the provision of performance management reports and the control of valuable human resources. LCH will work with the Department of Health 'Code of Practice for the Supply of Temporary Staff' (2002).

The Trust will endeavour to only work with Agencies who are approved by the NHS Nursing Agency Framework Agreement and with whom we have contractual arrangements in place. All episodes of bank and or agency use will be organised through the Temporary Staff Bank service only. This will ensure compliance and that monitoring can be undertaken. In addition there is the risk that staff could be paid at different rates if temporary staffing is arranged via individual services and or teams.

**The Policy may be reviewed at the request of Management or Staff Side by giving four weeks' written notice with reasons for the review.**

## **Equality Analysis**

Leeds Community Healthcare NHS Trust's vision is to provide the best possible care to every community. In support of the vision, with due regard to the Equality Act 2010 General Duty aims, Equality Analysis has been undertaken on this policy

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## 1. Introduction

This operational policy for the temporary staffing service serves LCH only and does not include off payroll contractors. . National requirements, from NHS Improvements, have further developed the staff bank to centralise agency bookings and usage for the purposes of meeting caps on pay and national reporting.

## 2. Aims and Objectives

The purpose of this policy is to ensure that all teams and departments within LCH who use temporary staff are aware of the correct process in commissioning them and that the operation of the service provides the appropriate controls and safeguards to ensure governance and risk standards are met relating to the use of temporary staff.

This policy will set out the procedure to be followed for temporary staffing solutions within LCH. The policy will clarify how and when temporary staff should be used in the Trust and the conditions they can expect the Trust to provide and maintain. The Trust recognises that there is a need for temporary staff to be used to ensure the continued delivery of high quality healthcare within the communities of Leeds. This policy will ensure that there is a defined standard that we expect from all temporary staff within the Trust and the conditions they can expect the Trust to uphold.

This policy applies to temporary staff and excludes any off payroll engagements of which there is a separate policy.

## 3. Definitions

The definitions contained within this document are as follows

**Assignment** –means the individual shift or series of shifts during which Temporary staff are engaged by LCH to carry out work.

**Back-to-back** - a late shift followed by a night duty or a night duty followed by an early shift

**Temporary Staff** – means bank workers who are paid via LCH payroll. There is a mutual understanding between LCH and each member of Temporary staff that there is no contractual obligation on LCH to offer work and, equally, there is no obligation on Temporary staff to accept the offer of work. Due to the no obligation nature of zero hours working, those who enter into a contract of engagement are not classed as employees but are ‘workers’ under employment law.

**Contract of engagement** – The agreement between LCH and Temporary Staff under which LCH does not guarantee Temporary staff a fixed number of hours work per week or month and that work, if offered, is on an ‘as and when basis’ and with no guarantee that work will be available

Agency staff – means workers who are employees of an external agency.

## 4. Responsibilities

All staff engaged by LCH and their contractors must work in concordance with the policies and procedures of the Trust which provide the necessary guidance

## 5. Temporary staffing office and temporary staffing team

The temporary staffing office provides services Trust-wide for identified departments. The operating hours and staffing within the team will be reviewed regularly to ensure the service makes efficient use of resources and remains cost effective and available at the most essential times.

### 5.1 Terms of engagement

The recruitment and operation of Temporary Staff will be in accordance with the NHSLA standards and LCH policies in line with the NHS Employer recruitment standard.

LCH has consulted with staff representatives on a set of standard terms of engagement for Temporary Staff which will be issued to Temporary Staff (see Appendix A).

The contract is not an employment contract and does not confer any employment rights on Temporary staff. It does not create any obligation on the LCH to provide work, nor does it make any promise or guarantee of a minimum level of work.

There is no mutuality of obligations between LCH and a member of Temporary staff at any time that a Temporary staff member is not performing an Assignment.

### **5.2 Capability of Temporary Staff**

Before offering an Assignment, the temporary staffing officer and relevant senior manager must be satisfied that the Temporary Staff member:

- has the relevant skills and qualifications necessary for the specific Assignment;
- has the requisite qualifications and up-to-date registration for the Assignment; and
- there is no other reason why they should not be considered for the Assignment.

If at any point the relevant senior manager considers that a Temporary Staff member is unable to carry out the services required on the Assignment, they must immediately inform the temporary staffing officer who will consider withdrawing the Temporary Staff member from the Assignment.

### **5.3 Recruitment practices**

Temporary Staff will be recruited in accordance with the Trust Recruitment policy. Staff choosing to leave substantive positions will be eligible to join the internal bank. Staff choosing to leave substantive positions and join an external agency will be unable to work in LCH for a period of six months.

### **5.4 Bandings and Pay**

Temporary clinical staff will be remunerated in accordance with the following principles:

- The band of pay will be that required by the requesting team or service, irrespective of the substantive band of the member of staff. For example, a member of staff working substantively at band 7 and responding to a request to work a band 5 shift will be paid at band 5 rates.
- Rates of pay will be the prevailing Agenda for Change rates of pay as per national agreement.
- The ceiling of the rate of pay will be the top of the pay scale of the band requested by the team or service. As such, in a situation where a service has requested a band 5 member of staff from CLaSS the rate paid to a member of staff working the shift cannot exceed the top of band 5.
- The point on the pay scale to be paid will be based on the experience and pay progression to date of the individual concerned. More detail is set out below:

- Where a member of staff is working substantively at the band they are to work on bank, they will be paid at the hourly rate equivalent to the pay point they have reached through pay progression in their substantive employment.
- Where a member of staff works bank at a band lower than that of their substantive employment, they will be paid at the at the hourly rate equivalent to the pay point they have reached in their substantive employment and at their substantive band, up to the maximum of the band of the bank shift.
- Where a temporary worker with no current substantive post with any NHS organisation works, the following will apply:
  - Where the worker has previously had a substantive NHS role which ended less than 12 months prior to them joining the temporary staff bank then their pay progression will be recognised as per the above rules.
  - Where the worker has previously had a substantive NHS role which ended more than 12 months prior to them joining CLaSS then their pay rate will be at the bottom point of the applicable Agenda for Change pay scale.
  - Where the worker has not previously worked for the NHS then their pay rate will be at the bottom point of the applicable Agenda for Change pay scale.

### **5.5 Annual Leave**

Holiday entitlement of Temporary Staff will depend on the number of hours that they actually work and be pro-rated 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). This entitlement is incorporated as part of pay and is calculated by the staff bank every quarter and paid by payroll.

### **5.6 Pension**

Temporary Staff will be eligible to join the NHS Pension Scheme. Remuneration will be subject to contribution deductions in accordance with the scheme unless an opt-out is received. It will only be possible to pay into the pension scheme contributions up to full time hours of employment.

LCH will comply with its obligations relating to auto-enrolment as required under the Pensions Act 2008.

### **5.7 Sickness**

In the event that a Temporary Staff member accepts an Assignment but is subsequently unable to work the hours agreed, they must notify the relevant senior manager or temporary staffing officer of the reason for absence as soon as possible on their first day of absence.

Temporary Staff members will be entitled to receive statutory sick pay (SSP) if they satisfy the qualifying conditions laid down by law at the prevailing rate in respect of any period of sickness or injury during an Assignment, but will not be entitled to any other payments from LCH during such period.

### **5.8 Other leave**

Temporary Staff will not be entitled to maternity/adoption leave or special leave.

### **5.9 Policies and procedures**

Temporary Staff are required to comply with LCH policies and procedures during each Assignment.

If the Temporary Staff member holds a separate substantive post, either with LCH or another NHS body, disciplinary action brought against that Temporary Staff member by the substantive employer may be taken into account by LCH in deciding whether to allow the individual to remain on a particular Assignment and/or the bank at LCH.

### **5.10 Professional Development**

Temporary Staff should, wherever possible, be afforded those training opportunities that are open to permanent staff. Professional registered Temporary Staff should be given the appropriate opportunities to maintain their continuing professional development. All Temporary staff will be required to undertake appropriate statutory & mandatory training.

### **5.11 Availability, Commitment and Cancellations**

If a Temporary staff member has agreed to work an Assignment and they are unable to undertake it, they will be required to give a minimum of twenty four hours' notice for a cancellation unless in an emergency (subject to 5.7 above).

### **5.12 Cancellations by LCH**

If the assignment that a member of staff has been booked for is no longer required, LCH will give a minimum of 24 hours' notice to the temporary member of staff of the cancellation and will endeavour to find an alternative assignment. If LCH is unable to give more than 24 hours 'notice then the member of staff will be paid for the assignment.

### **5.13 Termination**

LCH may remove the name of a Temporary staff member from the list of available Temporary staff if they are unable to accept an Assignment on [two] consecutive occasions or work for [four] consecutive weeks unless the circumstances have been agreed, for example maternity leave.

LCH may terminate a contract of engagement immediately by giving notice in writing if it reasonably considers that a Temporary Staff member has committed any serious breach of its terms or committed any act of gross misconduct (a non-exhaustive list of examples can be found in LCH's Disciplinary Policy).

A Temporary Staff member will automatically be removed from the list of available Temporary Staff if they have not undertaken an Assignment for a period of 12 months.

### **5.14 Personal property**

Personal effects are not covered by any insurance taken out by LCH. LCH therefore accepts no liability for loss or damage arising from fire, theft, etc. of any personal property belonging to Temporary Staff on any health service premises or grounds.

### **5.15 Criminal charges**

Any charges brought against Temporary Staff for a criminal offence must be reported immediately, in writing to the temporary staffing manager. Such charges may result in the individual's temporary or permanent removal from the list of available Temporary Staff.

### **5.16 Confidentiality / data protection**

If, in the course of their work duty as a Temporary Staff member, they come into possession of information regarding patients or personnel employed by LCH, such information should be regarded as confidential and as such not divulged to anyone who does not have the right to this information. Contravention of this may result in the staff member being removed from the temporary staffing service.

### **5.17 Professional registration**

All registered Temporary Staff have an obligation to maintain their professional registration and comply with their professional Code of Conduct. Workers will be able to access LCH revalidation with the staff bank service manager who may act as a confirmer.

### **5.18 Working time directive**

Temporary Staff hours will be monitored to ensure that working time regulations are complied with and, as such, they should declare any secondary employment, the details of which can be found on the NHS Employers website [www.nhsemployers.org](http://www.nhsemployers.org)

Staff within the Trust are required to complete a declaration of secondary work form and ensure that their substantive line manager is aware of their membership of the staff bank. This form is available on the LCH intranet in the Working Time Regulations Policy (April 2011)

### **5.19 Membership of a union**

Temporary Staff have the right to join a union and details of staff representatives can be obtained from the temporary staffing office and are available on Elsie.

### **5.20 Changing Terms and Conditions**

LCH may review its requirement for Temporary Staff 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 Staff, LCH may terminate the contract of engagement with immediate effect by giving notice in writing and may, at LCH's absolute discretion, offer a new contract of engagement.

## **6. Recruitment**

The temporary staffing manager, with the support of operational managers and the Recruitment Team will be responsible for the recruitment of staff to the temporary staffing service, in line with all LCH Recruitment policies and process

### **6.1 Induction procedures**

- **Bank-only staff (staff with no substantive contract with LCH)**

All Temporary Staff will receive the agreed induction pack from the temporary staffing service which they must sign to the effect that they have read and understood this prior to working, the content of which will be reviewed in line with the LCH Induction policy. In addition, Temporary Staff will only be provided with a computer access, SMART card and an ID badge when they have completed the trusts Information Governance training. I.D badges must be worn at all times when undertaking an Assignment within the Trust.

In addition, Temporary Staff must:

- complete a paid supernumerary induction Assignment within an appropriate team prior to being offered work;
- complete the Trust induction checklist with the aid of team staff within 37.5 working hours;
- complete a minimum of 12 day Assignments before working nights.

### **Team Managers**

Will ensure all Temporary Staff who have not worked in the service in the previous three 3 months complete the team/service orientation checklist with the senior clinician on duty before commencing an Assignment.

### **6.2 Accountability and authorised signatories**

To ensure good practice and a safe system of control is in place, line managers will provide and approve a list of 'approved signatories'. Line managers must inform temporary staffing of any staff changes affecting this list and, as a minimum, should review this list annually.

### **6.3 Process for booking Assignments**

The first principles to be adopted in the management of staffing resources will be in response to clinical need. Practices such as spreading annual leave across the year and matching weekly workload against available staff, will be seen as the norm. Only when all options to cover teams within substantive resources are exhausted should a request to the temporary staffing office be sanctioned.

On completion of the team roster, should Assignments remain uncovered the Operational Manager will contact the service manager or on call manager to seek authorisation to contact the internal bank. Subject to receiving approval they will then submit an electronic request for cover for the unfilled Assignments. Request for Temporary Staff should be made at the earliest opportunity. All requested Assignments must have a booking reason for example:

- increased clinical workload/intervention
- compassionate leave;
- sickness;
- annual leave;
- maternity/paternity/adoption leave;
- training / study leave;
- vacancy.

There are occasions, when the team staffing numbers are reduced at short notice. This could be due to staff sickness or clinical need. Should this arise then the service manager should undertake a risk assessment identifying options proposed to cover Assignments including:

- working with reduced staffing for the Assignment;
- accessing available staff within their service area / neighbouring teams;
- Assignment of workload to days when staffing is better;

- senior staff meetings to consider resources available.

The aim of this process is to assess the appropriate course of action in order to utilise resources effectively.

Request for Assignments with less than 24 hours' notice **must be made by phone** and should be followed up by a confirmation by email.

**Services / teams must not directly book CLaSS Temporary Staff or agency staff onto Assignments unless in an emergency.**

An emergency is defined as an Assignment requiring **immediate** cover outside of the temporary staffing office opening times. Confirmation in writing must still be sent to the temporary staffing office immediately in order for this to be processed as soon as the office re-opens. In addition the authorisation of a senior manager must be sought, out of hours this will be through the on-call manager. The booking will then only be made in accordance with pre-agreed arrangements with approved staff / agencies.

Out of CLaSS office hours any agency staff must comply with NHSI capped rates of pay these cannot exceed the amount shown at:

[https://improvement.nhs.uk/documents/1101/NHSI\\_Price\\_Caps\\_2017\\_update.xlsx](https://improvement.nhs.uk/documents/1101/NHSI_Price_Caps_2017_update.xlsx)

If the need for the agency worker is deemed by the service manager to put the service at risk by not having this agency cover and the agency will only supply above the capped rate. The service needs to breach this rate of pay known as 'break glass.' This means they will agree to pay the agency above NHSI capped rates. 'Break glass' can only be approved by either the Chief Executive Officer or an Executive Director, it must be recorded in writing and forwarded to the [clinicalandsupportservice1@nhs.net](mailto:clinicalandsupportservice1@nhs.net) email account so that it can be declared to NHSI.

#### **6.4 European Working Time Directive (EWTD)**

The temporary staffing service will, as far as practically possible, comply with the EWTD. The Trust recognises the individual's right to sign a 48 hour opt-out agreement; however, in the interest of high standards of care and the safety of people in our care, the Trust temporary staffing service will encourage temporary staff to work within the Working Time Regulations.

Requirements for temporary staff include:

- Temporary Staff should not work more than 48 hours per week (averaged over a rolling 17 week period) without signing a 48 hour opt-out form;
- Temporary Staff who opt out of the weekly maximum can, at any time cancel the opt-out by providing in writing at least seven days' notice of this intention;
- 48 hour opt-out forms will be reviewed annually and line managers of any substantive staff who have signed an opt-out will be informed;
- night workers should not work more than 8 hours daily on average (nb if workers work less than 48 hours a week on average they will not exceed the night work limit);
- health assessments for night workers on request as per EWTD;

- rest periods of eleven uninterrupted hours between each working day;
- workers, who work more than six hours continually are entitled to an unpaid rest break of twenty minutes;

### **6.5 Training and Professional Development**

The temporary staffing service recognises the importance of a skilled workforce and continually aims to develop Temporary Staff and refresh those key skills necessary to provide good contemporary care. All CLaSS Temporary Staff will undertake mandatory training as determined by the Trust. Staff who are not up-to-date with their statutory and mandatory training may not be offered any Assignments unless they can demonstrate that there are plans in place for their training and compliance to be updated imminently. In addition, there may be service-specific competencies that are required.

Any concerns and complaints about Temporary Staff should be raised with the senior member of staff at the time of occurrence and if it is a CLaSS member of staff the temporary staffing manager informed as issues occur.

Temporary Staff that have a substantive contract with LCH will have a training and development plan provided by their own line manager. Where there are issues of concern or identified development needs, it is important that close liaison exist between the relevant line manager and the temporary staffing manager.

### **6.6 Information technology**

Temporary staff will be expected to use the IT facilities provided by the Trust in any work that they undertake for the Trust. Training is provided and staff are expected to attend any training deemed necessary and to comply with Trust policy and procedure when undertaking any Assignment within the Trust. Staff will be unable to complete any training or access any systems until they have completed their information governance training.

### **6.7 Monitoring and reporting**

The line management responsibility for the temporary staff team will be directly with the temporary staff service manager. This line management responsibility has been removed from the operational managers so that impartiality and objectivity can be maximised. However, it is essential that operational managers and senior Trust managers are kept fully informed of activity and performance, particularly of the financial activity of the temporary staffing service which will include, total number of staff available, starters and leavers, request rate –v- fill rate (including unfilled requests) identified by service area.

### **6.8 Quality assurance**

Other means of monitoring quality will be:

Achievement of the internal audit recommendations and Key Performance Indicators

Regular reporting to the LCH senior management teams; maintaining internal standards set against performance such as the EWTD, HR standards for recruitment and monitoring CRB checks/professional qualifications; Meeting standards set nationally;

Monitoring of complaints and incidents and management of bank staff involved in these.

### **6.9 Complaints**

Complaints relating to the performance of Temporary Staff should be brought to the attention of the appropriate senior manager of the service involved in addition to the temporary staffing manager and a written statement provided. An initial investigation will be undertaken by the manager of the service where the complaint originated, in line with the Trust Disciplinary Policy and Procedure. The temporary staffing manager may be requested to act as the investigating manager if appropriate.

## **7. Duties and responsibilities**

### **7.1 Chief Executive**

As accountable officer, the Chief Executive must ensure that responsibility to deliver effective management of temporary staffing within LCH is delegated to an appropriate executive lead, as outlined in the executive portfolios.

### **7.2 Executive Director of Operations**

The Executive Director of Operations must ensure that service capacity demands are coordinated and passed to CLaSS.

### **7.3 Director of Workforce**

The direct line management of the temporary staffing team will be the responsibility of the Director of Workforce. The Director of Workforce must ensure that robust systems are in place for the delivery of effective management of temporary staffing within the Trust.

### **7.5 Senior / Line managers**

Senior Managers must ensure that every unit / service under their line management comply with this policy. Line Managers of units / services covered by the temporary staffing service must:

- only commission temporary staff in line with this policy;
- ensure that the staff they are responsible for also comply with the policy;
- support the temporary staffing manager in interviewing bank staff;
- support the temporary staffing team in offering induction Assignments to new bank-only staff;
- ensure local induction procedures are followed e.g. team orientation checklists;
- provide feedback on individual bank staff.

### **7.6 Temporary staffing manager**

Will be responsible for the following:

- recruitment and retention of Temporary Staff;
- ensuring that induction programmes are in place and delivered;
- providing on-going staff development for Temporary Staff;

- ensuring Temporary Staff are paid according to terms and conditions agreed;
- monitoring the use of Temporary Staff and agencies and where appropriate taking action to reduce reliance on agency use;
- ensuring NHS Framework Agencies are used if the use of agency becomes necessary;
- producing reports on Temporary Staff activity ;
- ensuring Trust policy is followed in relation to additional staffing requirements;
- representing LCH in dealings in relation to agency frameworks;
- authorising and monitoring agency invoices / use.
- Reporting use of agency and any breaches of caps as required to external bodies.

### **7.7 Temporary staffing team**

Will be responsible for the following:

- receiving and processing request for Assignment coverage;
- liaising with Temporary Staff to obtain availability and allocate Assignments;
- liaising with team managers regarding bookings;
- seeking alternate options within the temporary staffing register should Assignments remain unfilled;
- obtaining evidence of checks on agency staff;
- administration tasks within the team, including ongoing monitoring of training and compliance

### **8. References**

HM UK Statute Law 1998 - **Data Protection Act**

Department of Health 2002 -**Code of Practice for the Supply of Temporary Staff**

Department of Health 1998 -**Working Time Regulations, Implementation in the NHS**

NHS terms and conditions of service handbook (Agenda for Change)

### **9. Appendices**

Appendix A Contract of Engagement

## Temporary Staff Bank – Terms of Engagement

### Introduction

The purpose of this document is to provide short-term temporary cover for Leeds Community Healthcare NHS Trust (LCH), as and when necessary. You may therefore be asked from time to time to carry out specific time limited Assignments. In this document an “Assignment” means the individual shift or series of shifts during which you are engaged by LCH to carry out work. This document sets out your terms of engagement as an LCH temporary worker and forms the terms of your contract of employment with LCH for the period of any Assignment. It is the intention of LCH and you that outside any agreed Assignment there is no contract between the parties.

There is a mutual understanding between LCH and you that there is no contractual obligation on LCH to offer you work and, equally, there is no obligation on you to accept the offer of work.

<b>(A)</b>	<b>Name</b>	<b>[NAME]</b>
<b>(B)</b>	<b>Address</b>	<b>[HOME ADDRESS]</b>
<b>(C)</b>	<b>Contact number</b>	<b>[TELEPHONE/MOBILE NUMBER]</b>
<b>(D)</b>	<b>Job Title</b>	<b>Temporary Worker</b>
<b>(E)</b>	<b>Person Accountable to</b>	<b>As designated for each assignment</b>
<b>(F)</b>	<b>Rate of Pay</b>	<b>[INSERT]</b>
<b>(G)</b>	<b>Pay frequency</b>	<b>Monthly</b>
<b>(H)</b>	<b>Normal pay date/day</b>	<b>27<sup>th</sup> of each Month</b>
<b>(I)</b>	<b>Frequency with which annual leave entitlement will be calculated in arrears</b>	<b>Monthly</b>
<b>(J)</b>	<b>Method of payment for leave</b>	<b>At the end of each Assignment LCH will pay you in lieu of any accrued but untaken holiday for the holiday year in which the Assignment ends.</b>
<b>(K)</b>	<b>A minimum of one assignment must be undertaken in each period of specified 12 months</b>	<b>This applies unless you are unable to work for specified reasons notified to and agreed by LCH. Otherwise you may be required to reapply for a further contract of engagement.</b>

### Identity of Employer and Nature of Relationship

As a temporary worker with LCH you may be offered an Assignment or series of Assignments. LCH acknowledges that you wish to retain the choice whether or not to accept any Assignment

offered to you, and you acknowledge that LCH is not obliged to offer any Assignment of work to you. It is agreed between LCH and you that each Assignment is a self-contained offer of work, and once the Assignment is over you are not obliged to undertake any further Assignments and nor is LCH obliged to offer you any further Assignments.

### **Term of your Engagement**

Provided you are not carrying out an Assignment, you or LCH may decide at any time without notice to terminate this contract of engagement and in accordance with any relevant procedures. However such notification must be given in writing.

In order to protect the interests of patients and staff alike and given the need for evidence of an ongoing ability to carry out the duties of your post, it is a condition subsequent to this contract of engagement that you undertake at least one Assignment with LCH in the period identified at (K) above. If you do not undertake any such Assignments for a continuous period as identified at (K), this contract of engagement will be treated as automatically coming to an end and if you wish to work as a temporary worker for LCH in future, you may be required to apply for such engagement. This provision will not apply if you notify LCH of absence for a specified reason agreed with LCH.

Where you are engaged under this contract of engagement for a particular Assignment, but you wish to terminate that Assignment before its scheduled end:

- If it is the first month of a single Assignment, you must give one day's notice;
- After one month in a single Assignment, you must give one week's notice.

If LCH, in its sole discretion, decides to terminate the Assignment before it is scheduled to end, notice provisions will be as follows:-

- In the first month of any Assignment, no notice is required.
- After one month in a single Assignment you will be given one week's notice.

It is not envisaged that any single Assignment will continue for 12 months or more. However, in the event that it does, after 12 months engagement the statutory notice periods will apply.

LCH may terminate this contract of engagement and/or any particular Assignment without notice for gross misconduct or as otherwise provided for in this contract of engagement.

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

### **Job Role and Description**

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 work locations where you work.

### **Place of Work**

Whilst working with LCH, your place of work will vary depending on the work offered and accepted. Your place of work 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 allocated to you.

### **Accountability**

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

### **Continuous Employment**

Each offer of work by LCH which you accept shall be treated as an entirely separate and severable engagement (the Assignment). The terms of this contract shall apply to each Assignment but there shall be no relationship between the parties after the end of one Assignment and before the start of any subsequent Assignment.

The fact that LCH has offered you work, or offers you work more than once, 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.

Any previous employment with LCH or with any other employer will not count as continuous service for the purposes of this contract of engagement.

### **Pay and Deductions from Pay**

Your basic hourly rate of pay will be dependent on the nature, location, and time of the Assignment and will be in accordance with LCH pay rates. You will be paid on the instalment basis identified at (G) above directly into your bank account a month in arrears, normally on the day identified at (H) above. In order to ensure this happens, you must submit a weekly time sheet. Your pay is inclusive of all allowances associated with your role. Payment for annual leave is shown separately as in (I). Your pay is subject to the provisions for LCH and to variation from time to time in accordance with directions given by LCH. When you leave LCH for whatever reason, any adjustment of pay will be made in your final payment.

By signing this contract of engagement, you agree that LCH may make such deductions from your salary (including your final salary) as is necessary to recoup any overpayment or other sum owed by you to LCH arising from this contract of engagement.

## Hours of Work

As a flexible 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 on 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 contract of engagement by LCH.

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 LCH of this fact immediately. You will then be asked to consider entering 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 LCH's duty generally to monitor your working hours including hours that you work for an organisation other than LCH and in any other position you may hold with any Trust (for instance under a full time contract of employment). You, therefore, agree that you will inform LCH of:

- any other work you carry out for any other person, organisation or employer other than LCH;
- 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.

In addition, you agree that within two weeks of any change to work you carry out for a person, organisation or employer other than LCH, you will notify LCH of such change whether it involves a change to the total hours of such work or the times at which you performed such work. You must also inform LCH if you commence work for a different person, organisation, or employer.

LCH 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;

- LCH 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;
- 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 LCH, LCH reserves the right:
  - (a) if you are carrying out an Assignment, to terminate the Assignment and take such other action as it considers appropriate including, termination of this contract of engagement.
  - (b) if you are not carrying out a particular Assignment, to terminate this contract of engagement.

### **Cancellations by LCH**

If you have been booked for an assignment and there is no longer the requirement for a member of temporary staff, LCH will give you a minimum of 24 hours’ notice of the cancellation and will endeavour to find you an alternative assignment. If LCH is unable to give more than 24 hours’ notice or find an alternative, LCH will pay you for the cancelled assignment.

### **Annual Leave/Holiday Pay**

Your holiday entitlement will depend on the number of hours that you actually work and be pro-rated 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). The annual leave year runs from April to April.

At the end of each Assignment LCH will pay you in lieu of any accrued but untaken holiday for the holiday year in which the Assignment ends. Annual leave will be paid to you as identified at (K) above, but you must take up to 4 weeks break (pro-rated according to hours worked) from Assignments with LCH 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.

If you have taken more holiday than your accrued entitlement at the date that your Assignment ends, LCH shall be entitled to deduct from any payment due to you one day’s pay for each excess

day.

### **Maternity, Paternity, Adoption and Parental Leave and Pay**

Details of your entitlements are available from the HR department.

### **NHS Pension Scheme**

You are eligible to join the NHS Pension Scheme (“the Scheme”). Membership of the Scheme will be subject to the terms of it as set out in Regulations and as varied and amended from time to time. LCH and you will be required to contribute to the Scheme at such rates as are applicable under the Scheme from time to time. Further information about contribution rates is available from the payroll department. You are required to agree to such contributions being deducted from your salary by LCH if you decide to join the Scheme.

Once in the Scheme, if you do not carry out an Assignment under the terms of this contract of engagement for a 3 month period, your membership of the Scheme will cease and then automatically recommence when you next carry out an Assignment under this contract of engagement. Your pensionable service (which forms the basis of your pension benefit calculation) will only accrue during the period in which contributions are made.

LCH will comply with its obligations relating to auto-enrolment as required under the Pensions Act 2008.

### **Absence due to Sickness**

You are required to notify LCH immediately if you are unable to undertake Assignments due to ill health. The following provision will apply if sickness absence occurs after the start of an Assignment and will apply for the duration of the booked Assignment only:

No sick pay entitlement is paid for the first three days of any sickness absence. Thereafter you may be entitled to 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. For periods of sickness of 7 days or more where SSP is claimed you must provide a medical certificate signed by a doctor. Failure to notify of sickness absences promptly may result in loss of SSP.

### **Medical Fitness**

LCH 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 will be disclosed to LCH. Failure to attend such medical examination may be treated as a disciplinary issue.

## **Smoking Policy**

Smoking is prohibited on all NHS premises and you are required to abide by the LCH Smokefree Policy, a copy of this is available on the intranet.

## **Provision of Training**

It is your responsibility to ensure that you maintain and develop your competencies in the fields in which you practice. You have an ongoing duty to undertake learning and development activities, including refresher activities, for the purposes of your continuing professional development. You acknowledge that LCH 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.

## **Disciplinary Procedure**

During the course of any Assignment only and not otherwise, you will be subject to the provisions of the Trust's disciplinary procedure or the ACAS code of practice in the event that a disciplinary issue arises. A copy of the Trust's disciplinary procedure is available on the intranet.

Your Assignment will not normally be terminated for a first breach of discipline except in the case of gross misconduct or serious negligence when the penalty may be termination of your Assignment and termination of this contract of engagement without notice and without payment in lieu of notice. However, this statement and the Trust's disciplinary procedure do not form part of your terms of engagement and do not have any contractual effect during any Assignment or otherwise.

## **Suspension from Assignments**

During the period of any Assignment, LCH has the power to suspend you from working on any particular Assignment pending any disciplinary investigation/hearing in order to:

- preserve the integrity of any disciplinary investigation or hearing;
- protect your own or others' interests where there are issues of intimidation or influencing of you or witnesses;
- protect the interests of patient care;
- it is necessary given the nature of the disciplinary allegation against you, for instance an allegation of an assault of a patient.

During any period of suspension under this contract, LCH may exclude you from its or any Trust's location and cease to offer you Assignments under this contract of engagement but may require you to be available to provide assistance with any disciplinary investigation. LCH may also require that you do not contact potential witnesses other than with the agreement of the person carrying out the disciplinary investigation.

If you have a contract of employment with another Trust, LCH reserves the right to inform the Trust's Human Resources Department of such suspension, any employment agency which provides temporary workers to it and for whom you may carry out work and any other NHS employers for whom you may work according to NHS requirements. If you are a member of a professional body, they may also be informed.

Furthermore if you have a contract of employment with another Trust from which you are suspended from duty, you must notify LCH and LCH reserves the right to suspend you from your Assignment and not offer you further Assignments if it deems it necessary for one of the reasons set out above.

During a period of suspension, you will be paid for the length of the booked Assignment only or for the period of suspension if this is shorter than the Assignment booking.

### **Grievance Procedure**

During the course of any Assignment only and not otherwise, should you have any complaint or grievance then this will be dealt with in accordance with the Trust's grievance procedure, a copy of which is available from the HR department. This procedure does not form part of your terms of engagement and does not have any contractual effect during any Assignment or otherwise. If you have a concern arising from an Assignment or your engagement with LCH, you should raise this with an LCH manager.

### **Co-operation with Procedures**

You may from time to time be witness to alleged acts or omissions which may be the subject of disciplinary, grievance or legal procedures by LCH or a 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.

### **Rehabilitation of Offenders**

You are required to inform LCH of any criminal investigations, prosecutions or convictions against you while you remain registered as a temporary worker.

You are advised that the roles you may carry out during an Assignment maybe 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 engagement.

In the event that LCH applies to the Disclosure and Barring Service for a DBS disclosure you agree that you will co-operate with and consent to any such application.

## **Health and Safety**

Whilst working with LCH 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 LCH or a 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 in the accident book immediately and the necessary local accident report form completed. You are also required to inform LCH.

## **Offering Assignments & Location**

LCH reserves the right to only offer an Assignment to you in accordance with this contract of engagement. If you refuse an Assignment offered to you as a Temporary worker which is then sought to be filled by contacting an employment agency, LCH reserves the right to specify that you are not provided by the agency to fulfil that Assignment.

## **Confidentiality**

You are required to observe the strictest confidence regarding any information relating to the work of LCH or any Trust, their patients/clients and employees.

“Confidential Information” includes but is not limited to information relating to LCH or a Trust received by you during Assignments as a Temporary worker relating to patients, personal information, budgeting and financial information and information in respect of which LCH or a Trust 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 LCH unless expressly authorised to do so by LCH or a Trust 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).

## **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.

## **Professional Qualification**

If you are engaged in an area of work which requires membership of a professional body in order to practice, it is a condition subsequent of this contract of engagement for you to maintain membership of such professional body. It is also your responsibility to comply with the relevant bodies' codes of practice as laid down from time to time.

You are required to advise LCH if your professional body in any way limits or changes the terms of your registration or practice.

Failure to remain registered or to comply with any relevant code of practice may result in the termination of this contract of engagement, suspension from an Assignment or disciplinary action.

If you are required to hold registration with a particular professional body, LCH may require you, on demand, to provide documentary evidence of your registration with that professional body.

## **Personal particulars**

Whilst working under this contract of engagement, you are required to notify LCH 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 LCH of any suspension or disciplinary action taken against you by them. You must also inform LCH of any referrals or fitness to practise restrictions by your professional bodies. If you leave your employment with a Trust you must inform LCH, and equally if you take up employment with another NHS employer, then you must disclose that too.

You are required to wear your photo identity badge while working on an Assignment with LCH.

## **Loss of Personal Effects**

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

## **Uniforms**

You may from time to time be provided with items of clothing or identification by LCH or a Trust. Any such items shall remain the property of the party which provides them to you. The uniform must be worn correctly and at all appropriate times. All articles of uniform or identification must be returned to the owner on termination of your Assignment or contract of engagement, as appropriate.

## **Data Protection**

You agree that LCH 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 LCH, of any Trust, other NHS organisation, or any employment agency with which LCH contracts.

You understand and agree that this may include the making available by LCH of your personal or sensitive personal data to Trusts, other NHS organisations and any employment agency with which LCH contracts where it is considered relevant to the matters set out here and LCH is satisfied that they will provide a similar level of security and confidentiality. In addition, you agree that LCH 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 LCH and providing the information to third parties where appropriate.

### **30. Equal opportunities**

LCH 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.

### **31. General Conditions**

In addition to this contract of engagement whilst working as a Temporary worker, you are subject to such terms and conditions and procedures as are notified to you from time to time.

### **32. Changes in Terms of Engagement**

These will be as determined by LCH. LCH may review its requirement for Temporary staff 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 staff, LCH may terminate this contract of engagement with immediate effect by giving notice in writing to you, and you may, at LCH's absolute discretion, be offered a new contract of engagement.

### **33. Acceptance of the terms and conditions of engagement**

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

Signed.....

[Insert name of LCH Temporary worker]

Dated.....

Signed.....

For and on behalf of Leeds Community Healthcare NHS Trust [*name and job title*]

Dated.....