

BRISTOL NHS FOUNDATION TRUST

BANK TERMS OF ENGAGEMENT

These terms of engagement set out the basis upon which your name will be included on the Trust's register of bank staff ("Bank Register"). These terms of engagement apply solely to substantive staff who wish to work additional hours through the bank during their employment and apply throughout the duration that you are active on the bank register.

There is no obligation on the Trust to offer you bank work and there is no obligation on you to either join the bank or accept any bank work during your employment. However, if you join the bank you are required to work at least one shift every 6 months to remain active on the bank register.

1. Rate of Payment and Benefits

- You will be paid in line with the current relevant bank pay rates in place at the Trust. Details of the current rates of pay are available via the Trust SharePoint sites. As bank workers are not entitled to receive uplifts to pay based on any National Pay Awards that may be issued to substantive staff, bank rates of pay may therefore differ from your substantive rate of pay.
- Payment for bank work will be monthly in arrears with payment on the 27th day of the following month.
- Payment will only be made for the hours you have worked in each period. The Trust reserves the right to end or cancel an Assignment at any time. If this happens, and you receive less than 4 hours' notice you will be entitled to claim up to 50% of the shift duration. If the shift is less than 4 hours you will be paid for the full shift.
- For all staff working in a rostered area using Optima (Healthroster) the shift worked will be finalised by the most senior member of staff on duty at the end of the shift.
- For all areas not using the roster timesheets must be completed fully with booking reference, cost centres and payroll details. Failure to do so may result in delays in payment.
- Time sheets must be signed by an authorised signatory for the area/cost centre associated with the Assignment.

2. Unsocial Hours Payments

For Agenda for Change staff these will be paid at the rate determined by the Trust for hours worked on Public Holidays, Saturdays and Sundays and on all other days between 20:00 and 06:00 hours.

For Medical & Dental staff these will be paid at the rate determined by the Trust for hours worked on Public Holidays, Saturdays and Sundays and on all other days between 19:00 and 07:00 hours.

3. **Hours of Work**

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

You should not accept bank work under this Agreement that will conflict with your substantive employment or that will cause you to breach the working time limits set out in the Working Time Regulations 1998 ('WTR') which state that you should:

- Not be required to work more than 48 hours per week on average. For Agenda for Change staff this is over a 17-week reference period, for resident doctors this is over a 26-week reference period.
- Have a break of at least 30 minutes if your working day is longer than six hours, and 60 minutes if your working day is longer than 12 hours. This break is unpaid and must be deducted from the hours claimed.
- You may be able to opt out of the WTR and work in excess of 48 hours per week on average. If you wish to opt out of the limit, you must complete an opt out form with your substantive manager and request this information is updated on ESR and Bank systems.
- If you do not sign an opt out form, we must ensure that we do not offer you work that could result in you exceeding the 48-hour limit.
- Irrespective of whether you have signed an opt out of the WTR, you should:
 - Not work more than 12 consecutive hours, either on the Trust Bank or for any other organisation, without a break of at least 11 hours before a further shift on the Bank is undertaken.
 - Receive an uninterrupted weekly rest period of 24 hours (including the 11-hours of daily rest) in each seven-day period for which you work. Where this is not possible, you should receive equivalent rest over a 14-day period, either as one 48-hour period or two 24-hour periods.

4. **Paid Leave**

When working bank shifts you will also be entitled to accrue paid holidays which correlate with the time that you provide additional bank services to the Trust. Bank pay is increased by a rate of 12.07% on top of the hourly rate and shown separately.

5. **Cancellation of an Assignment and Movement of Bank Staff**

If for any reason you are unable to report for duty at a time when you have agreed to accept a particular Assignment with the Trust, you should contact the Bank office as soon as possible during working hours which are 06:30 – 20:00. You will not receive any pay for work you have agreed to do if you cancel the Assignment or fail to attend.

You may be asked to move to another area to meet the clinical needs of the service. The Bank office will aim to inform you before the start of the shift but at times this will not be possible. Failure to comply with reasonable requests to move, repeated short notice cancellations or failure to attend assignments will be reported to your substantive line manager and may result in termination of this agreement.

From time to time the Trust may offer incentives for bank work during periods of high demand or operational pressure. If you are already booked into a bank shift you are not permitted to cancel and rebook into a shift with an enhanced rate. Failure to comply with this may result in removal from the bank register

6. **Termination of an Assignment**

The Trust reserves the right to terminate an Assignment at any time after it has commenced. If you are given less than 4 hours' notice you will be paid for 50% of the shift duration or where the shift is shorter than 4 hours, then the full shift will be paid.

If you arrive for a shift and are no longer needed every effort will be made to re-allocate you. If no alternative area of work can be found the bank worker you will be paid in full for the shift duration (excluding breaks) and the requesting department will incur the charge. Such cancellations should be rare and usually arise because of a reduction in operational demand.

7. **Non-Completion of an Assignment**

If you have started a shift cannot complete it for any reason, you must inform the department manager or nurse in charge for the shift in question. If an Assignment is not completed, you will be paid on an hourly basis for the work completed.

8. **Sickness**

You will not be entitled to claim any sickness benefits under your bank assignment.

9. **Disciplinary and Grievance matters**

All disciplinary and grievance matters will be managed by your line manager in your substantive post.

10. **Conduct and Capability**

If you are under investigation regarding conduct or capability issues, or formal action is taken in relation to such issues, your membership on the Bank Register may be reviewed. Any conduct or capability issues observed whilst working a bank assignment may be taken into consideration in relation to any informal or formal process regarding your substantive role.

If you are dismissed from your substantive post, your name will be removed from the Bank register, and your assignment will be terminated immediately and you will not be allowed to undertake work at the Trust through the external agency or other employer.

11. **Restriction from Bank Work**

The Trust reserves the right to place restriction(s) upon you that prevent you from booking or accepting bank assignments if:

- You are under any investigation regarding conduct or capability issues.
- Formal action is taken against you in relation to conduct or capability issues.
- The Trust has any other reasonable grounds for placing restriction on you from booking or accepting assignments. This may be to protect your health or wellbeing.

12. **Termination**

If you wish your name to be removed from the Bank Register, you are required to notify the Bank office in writing as soon as possible and you will be removed from the Bank Register.

If you have not worked 1 shift in a 6-month period and have not indicated to the bank office any reason for your non availability, your name will be removed from the Bank Register. Your line manager will then request for your name to be re-added to the Bank Register.

In circumstances where you have not worked 1 shift in 6 months and have not provided the bank office with a reason for your non-availability, the bank office will determine whether your name should be removed from the Bank Register.

13. **Uniform**

You will be expected to adhere to the Trust's dress code as relevant to each Assignment.