

*Dr*

*Department : Bank*

*Royal Bolton Hospital*

**Bolton NHS Foundation Trust**

Minerva Road

Farnworth

Bolton

BL4 0JR

Tel: 01204 390390

[www.boltonft.nhs.uk](http://www.boltonft.nhs.uk)

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## **Registration to the Medical/Dental Locum Bank – Bolton NHS Foundation Trust**

### **1.0 Status of Locum bank workers**

- 1.1 This agreement governs the arrangements under which your name will be maintained on a list of persons available to carry out work as and when required by the Trust (“the Bank”) and the terms on which any work is carried out.
- 1.2 There is no obligation on the Trust to offer work to the locum bank worker and no obligation on the locum bank worker to accept work via the Bank. Each offer of work by the Trust which is accepted by the locum bank worker (“an assignment”) is an entirely separate engagement and there is no relationship between the Trust and the locum bank worker after the end of one assignment and the start of another unless it is specifically stated in this agreement (such as in relation to confidentiality).
- 1.3 The fact that the Trust has offered work to a locum bank worker or offers work on more than one occasion does not confer any rights on the locum bank worker and, in particular, should not be regarded as establishing any entitlement to be offered any further work. There is no obligation on the Trust to ensure that any available work is distributed equally between locum bank workers or otherwise than as the Trust in its absolute discretion sees fit.
- 1.4 Nothing in this document constitutes a Contract of Employment. If a locum bank worker is an employee of the Trust, that employment contract is entirely independent of and separate to any locum bank work. Terms and conditions of employment for doctors or dentists working in the NHS do not apply to locum bank workers, including during an assignment. Any time during which a person is registered on the locum bank does not count towards reckonable service or pay progression for the purposes of any NHS employment contract.
- 1.5 Locum bank workers are accountable to the Trust Medical Director, and whilst working, are responsible to the manager of the area in which they are working (“the Assignment Manager”).

### **2.0 Pay**

- 2.1 Locum bank workers are paid in accordance the Medical Temporary Staffing procedures published rates as amended from time to time. These are available from the Trust Workforce Directorate.
- 2.2 As the termination of an assignment is the termination of employment for the purposes of the Working Time Regulations 1998, a locum bank worker has no entitlement to take annual leave. Any annual leave that may accrue is included within the published pay rates and include an allowance of 12.07% to take account of the accrual of annual leave in accordance with those Regulations. The Trust will pay the accrued annual leave on the same date as payment is made for the assignment to which the annual leave relates
- 2.3 The Trust will pay for work carried out on the Bank monthly in arrears by bank credit following submission of a timesheet/e-timesheet (in line with the process in place at the time of work) which has been approved by the Assignment Manager or other person authorised by the Trust.
- 2.4 A locum bank worker is entitled to an unpaid break of 20 minutes for every 6 hours worked. Locum bank workers must liaise with the Assignment Manager to agree the most appropriate time to take a break. It will be assumed that breaks are taken during an assignment and 30 minutes break will be deducted from every shift.
- 2.5 Locum bank work is pensionable unless the locum bank worker opts out of the NHS Pension scheme by completing the required paperwork and submitting this to the Trust payroll department.

### **3.0 Allocation of Work**

- 3.1 A locum bank worker must only accept an assignment which they are appropriately skilled and qualified to undertake. In order to maintain competency and develop their skills and experience, locum bank workers who are not also employees of the Trust are expected to be actively working and work at least 1 shift (minimum of 8 hours) per month.
- 3.2 Locum bank workers are required to be flexible during an Assignment and work as requested wherever the need occurs as long as this is within the scope and limitations of the locum bank worker's qualifications and experience.
- 3.3 The Assignment will specify the place of work for the assignment, but you may be required to work at any of the other Trust locations if the Assignment Manager or the Trust consider that it is reasonably necessary to meet the needs of patients.

### **4.0 Hours of Work**

- 4.1 The Trust will set out the start time and end time of any Assignment and the locum bank worker will be required to complete the assignment. The locum bank worker may be required to work past the end time of the Assignment if the Assignment Manager considers that it is necessary to meet the needs of the service or is necessary for patient care, but the Assignment Manager will also have regard to any other clinical commitments of the locum bank worker before making such a request.

- 4.2 A locum bank worker must not work such number of hours when taken together with any other work or employment that the locum bank worker carries out whether with the Trust or any other organisation that the health and safety of the locum bank worker or other Trust employee or patient is at risk.

## **5.0 Cancellation**

- 5.1 A locum bank worker may cancel an assignment at any time up to the start of an assignment. Locum bank workers who cancel an assignment should notify either the medical booking co-ordinator or the Assignment Manager as soon as possible, and ideally not less than 24 hours prior to the start of the assignment.

## **6.0 Registration**

- 6.1 It is an absolute condition of employment that all clinical locum workers maintain their registration on the appropriate professional register of their professional body at all times.

The Trust takes this requirement very seriously. In taking up the offer of locum work you warrant to the Trust that you do have such registration.

Once you have taken up the offer of locum work with the Trust you have a duty to keep the continuity of your registration. You may be asked to produce evidence of registration prior to commencing work or at any other time during your working relationship with the Trust.

If you fail to ensure that you have the appropriate professional registration this is a matter that the Trust will treat very seriously. A failure to be appropriately registered, or to have held continuous registration whilst working for the Trust will be dealt with under the disciplinary procedure and is likely to result in the termination of your locum position.

- 6.2 A locum bank worker must immediately inform the Trust if they are subject to any disciplinary or professional body investigations.

## **7.0 Uniforms / Parking Permits.**

- 7.1 Locum bank workers are expected to conform to the Trust Uniform and Dress Code Policy.

- 7.2 All ID badges remain Trust property and must be returned if registration with the locum bank ceases for any reason.

## **8.0 Health & Safety at work/Disciplinary and Grievance Policies/Whistleblowing**

- 8.1 Locum bank workers must comply with the Trust Health and Safety policies.

- 8.2 The Trust's Disciplinary Policy does not apply to locum bank workers. The Disciplinary Policy does provide a guide to the standards of behaviour which the Trust expects of those who work for it and the Trust may investigate allegations of misconduct by locum bank workers and a locum bank worker is expected to cooperate with any investigation. Any decision to investigate an allegation does not affect the right of the Trust to remove any person from the locum bank in accordance paragraph 18 or its right not to offer work.

8.3 The Grievance Policy does not apply to locum bank workers. However, if a Locum bank worker has any concerns in respect of their engagement on the bank, the Trust may investigate those concerns and it will use its Grievance Policy as a guide to carry out an investigation. Any decision to investigate a concern does not affect the right of the Trust to remove any person from the bank in accordance paragraph 18 or its right not to offer work.

8.4 A locum bank worker may raise any whistleblowing concerns with the Trust's Freedom to Speak Up Guardian.

## **9.0 Gifts and Gratuities**

9.1 A locum bank worker must comply with Trust rules and procedures governing the acceptance of gifts and hospitalities.

## **10.0 Liability for Personal Property**

10.1 The Trust will not accept liability for loss or damage to personal property on Trust premises.

## **11.0 Confidentiality.**

11.1 A locum bank worker may disclose confidential information for the purposes of carrying out their duties. However, a locum bank worker must not, whilst a member of the Bank (whether or not carrying out an Assignment) or at any time the locum bank worker has left the Bank, use or disclose to any person or persons whatsoever any trade secrets or secret information or Confidential Information and a Locum bank worker must use their best endeavours to prevent any such use or disclosure.

11.2 Confidential Information is information of a confidential nature including patient records and details, information relating to organisation or business contracts, information relating to financial affairs, service or commercial contracts and information relating to confidential policies of the Trust.

## **12.0 Data Protection**

12.1 The Trust will collect and process information relating to a locum bank worker in accordance with the privacy notice which is on the intranet. A locum bank worker must notify the Bank if there is any change to their circumstances.

## **13.0 Computer Use, IT Security, Email and Internet Access, Intellectual Property**

13.1 It is the responsibility of the locum bank worker to use the Internet and Email facilities in an acceptable and appropriate way as defined in the Trust's Email and Internet Policy.

Copies of the policies and guidelines relevant to Email and Internet use can be found on the Trust intranet

13.2 A locum bank worker must comply with the Trust procedures for intellectual property which reflect 'The NHS as an Innovative Organisation, Framework and Guidance on the Management of Intellectual Property in the NHS'

## **14.0 Equality and Diversity**

14.1 The Trust promotes equality and diversity at work. Locum bank workers are expected to adhere to the Trust Equality and Diversity policy.

## **15.0 Disclosure and Barring Check and Processing of Data**

15.1 Locum bank workers will be subject to a Disclosure and Barring check (DBS) if the position requires one to be completed.

15.2 Locum bank workers will be required to complete a DBS check annually or maintain DBS through the DBS update service. This will be at the locum bank workers own cost.

15.3 Any locum bank worker who has been arrested on a criminal charge must report the incident to the Workforce Deployment Manager. Any conviction, caution or reprimand resulting from arrest must also be reported.

## **16.0 Training and Development**

16.1 It is expected that locum bank workers will be required to attend Trust induction before any work is undertaken for the Trust.

16.2 Locum bank workers are expected to adhere to Trust requirements for Statutory and Mandatory Training and work will not be permitted if this is not the case.

## **17.0 Eligibility to work in the United Kingdom**

17.1 All locum bank workers are required to provide evidence of their eligibility to work in the UK in the form of a passport (or other documentation) or a valid document showing right-to-work (such as a work permit for example). If the locum bank worker is of foreign nationality and born in a Non-EU country, the Locum bank worker will be required to ensure that their work permit is kept up to date so that they are legally able to work in the UK. Periodical checks will be made to ensure that this action has been taken, but should it be found that the work permit has not been renewed the locum bank workers will be removed from the Bank with immediate effect. However, if the locum bank worker is in the process of renewing their work permit and they have documentation to prove that they have sent an application to the Home Office to renew their permit, then they will be able to continue to be available for work.

## **18.0 Termination of Registration**

18.1 The Trust reserves the right to terminate this agreement and an individual's registration without notice and at the discretion of the Medical/Dental Bank at any time.

18.2 The locum bank worker must notify the Medical/Dental Bank if they are no longer available for work, in writing. The locum bank worker will then be removed from the Trust's Medical/Dental Bank.

18.3 If records show that the locum bank worker has not accepted work for a period of 6 months it will be assumed that the locum bank worker no longer wishes to remain on the Bank and will be removed.

I hereby accept the offer of registration to the Medical/Dental Locum Bank on the terms and conditions as set out above. I acknowledge my responsibility to familiarise myself with the Trust's Policies and Procedures. If a signed copy is not received within 14 days of the date above it will be assumed that you are in agreement with the terms and conditions outlined.

I .....(insert name in capitals) agree to join the Medical/Dental Locum Bank for Bolton NHS Foundation Trust and understand and accept the terms and conditions.

Signed .....

Date .....