Casual Worker Agreement Form

This agreement is between:

Casual Worker (name):

Organisation: The Royal Liverpool & Broadgreen University Hospitals NHS Trust

Terms of Agreement

<table>
<thead>
<tr>
<th>START DATE:</th>
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<tbody>
<tr>
<td>JOB TITLE:</td>
<td>Registered/Unregistered</td>
</tr>
<tr>
<td>AFC BAND:</td>
<td>Band 5 / Band 2</td>
</tr>
<tr>
<td>BASE:</td>
<td>Royal Liverpool and Broadgreen University Hospitals Trust and any other related Trust sites as required</td>
</tr>
<tr>
<td>CONTRACT:</td>
<td>As and when required, no contracted hours guaranteed</td>
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<tr>
<td>PAYMENT</td>
<td>Payment for all hours will be made 1 month in arrears</td>
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Casual workers arrangement for booking shifts on the Nurse bank.

There are no contracted hours guaranteed on the Nurse bank. Workers who work on the Nurse bank are classified as flexible workers and will be allocated to the area of need not their preference.

All bank shifts must be authorised by the Matron or, in the Matron’s absence, the Divisional Nurse Director or the Deputy Director of Nursing. Out of hours this must be requested via the duty manager/Out of Hours team.

Where the working day is longer than 6 hours, bank workers must take an unpaid break of at least 20 minutes. Rest breaks must not be taken at the beginning or end of the period of work.

Remuneration

Casual workers will be paid at the pay rate required for the shift at point 2 of the pay band for that role. Bank cover will typically be requested for band 2 and band 5 posts e.g. Health Care Assistant band 2 and Registered Nurses band 5.

The pay band for Health Care Assistants will be fixed at band 2, 2nd point of the scale or for Registered Nurses Band 5 at fixed 2nd point of the scale. There will be no incremental rises.

In order to continue to book shifts on the Nurse bank, workers will be required to agree and sign the casual worker agreement form which outlines that the shifts booked will be paid at pay point 2 of a band 2 or band 5. It is the responsibility of the casual worker to complete the signed agreement form and return this to the Nurse bank office which will then enable the worker to be allocated new shifts. This will commence on 4th October which is the date of the new agreement.

When workers are booked onto a shift they will sign a form to say that they agree to work the shift on pay point 2 of a band 2 or band 5.

All workers working on the Nurse bank will have their bank pay details i.e. bands and salaries amended on ESR system prior to commencement of the new agreement.
In the unusual circumstance that a request is made for a bank worker in a higher banded post part way through the shift then payment for this grade change must be agreed by the Divisional Nurse. Payment will not be made at more than point 2 of the pay scale of the requested role.

All new starters on the Nurse bank will be paid monthly and from 1 January 2011 all substantive staff and existing bank only workers will also be paid monthly.

Any changes to bank pay will not affect the pay scale for the staff member’s substantive post.

**Working Time Directive**

Under the Working Time regulations the maximum weekly working time (including bank shifts) is an average of 48 hours calculated over a period of 17 weeks – In accordance with section 27 of the Agenda for Change NHS Terms and Conditions of service handbook. This includes time worked when on annual leave.

Workers who have alternative work, alongside the bank work performed for this trust or any other organisations, must advise the Nurse bank office in writing and also keep the Nurse bank up to date of the hours worked. You are not allowed to exceed the working time regulation 48 hours maximum when all hours from all roles are combined. All hours will be monitored on a regular basis.

Please provide information in the table below of your current place of work and the hours worked.

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<th>Area of current employment</th>
<th>Hours worked</th>
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**Annual Leave**

Full time substantive staff will not be granted additional leave for their work on the bank shift as their substantive leave entitlement fully meets the requirements of the working time regulations.

Bank only workers will be awarded annual leave of 28 days inclusive of bank holidays, (pro-rata’d for part-time equivalent work).

**NHS Service**

Work undertaken on the Nurse Bank for this organisation will not count towards annual leave entitlement, NHS Service, or future incremental credit if employment is obtained with this Trust.

**Sickness Payments and Certification of Sickness**

Substantive staff who return from sickness cannot book any bank shifts for a period of 2 weeks following their return to duty.

Casual Workers are not entitled to occupational sick pay, although there may be an entitlement to statutory sick pay if the criteria is met in accordance with HMRC regulations. If sickness is recorded and statutory sick pay is not entitled through pay, the Payroll Department will send an SSP1 form to the Casual Worker who may be able to claim from DWP. Further details can be found via [www.dwp.gov.uk/advisers/claimsforms/ssp1.pdf](http://www.dwp.gov.uk/advisers/claimsforms/ssp1.pdf).

**Registration**

Workers undertaking work that requires registration with the relevant statutory body are required to produce proof of such registration on request. It is a condition of your agreement with the Nurse bank that you are registered and continue to maintain such registration whilst working in this capacity for the Trust and notify the Nurse bank Manager if any issues arise relating to your fitness to practice.
renewal of registration is due, proof of renewal must be produced. The cost of maintaining any such registration is solely your responsibility. Failure to provide proof of registration represents a breach of the statutory requirement and therefore may lead to removal from the Nurse Bank.

**Work Permits**
This agreement is subject to satisfactory evidence of your right to work in the UK. In this respect you will be required to produce satisfactory evidence prior to commencing on the Trust Nurse bank and on request, and if appropriate you should notify the Nurse bank Manager and Liverpool HR Services of your intentions when your work permit/visa is due for renewal.

If, for any reason, your work permit/visa is invalidated, your agreement with the Trust will cease with immediate effect.

**Standards of Conduct and Disciplinary Rules**
As a member of the Trust Nurse bank of the Royal Liverpool and Broadgreen University Hospitals NHS Trust you are subject to the Prevention of Corruption Acts which are designed to ensure the highest ethical standards within public services. You are therefore expected to:

- Declare any external interest which may; result in your gaining direct or indirect financial advantage as a consequence of your work; could influence any decisions you make; could interfere with your contractual obligations to the Trust,
- Ensure the interests of patients are paramount and that your use or management of any public funds ensures value for money.

You must NOT:

- Abuse your official position for personal gain or in showing favouritism,
- Accept inappropriate gifts or hospitality,
- Misuse or make available confidential information.

It is your obligation to bring to the attention of your manager, or someone more senior if appropriate, any concerns you have about practices within the organisation which could have a damaging effect on patients, service users, other Casual Workers, the resources or the reputation of the Trust.

**Discipline and Grievance**
The disciplinary procedures, which are applicable to all staff and casual workers, are detailed in the Trust’s Disciplinary Policy / Procedure Document. The document also identifies the procedures that are to be followed in the event of you wishing to appeal against any disciplinary action that affects you.

The grievance procedures, which are applicable to all staff and casual workers, are detailed in the Trust’s Grievance Procedure Document.

**Code of Conduct - Confidentiality**
Casual Workers have a moral and legal obligation to preserve the confidentiality of certain information; however it is acquired and held.

During your registration on the Nurse bank you will have access to confidential information about patients, and the business of the Trust. This may be formal or informal records of contacts and events, personal conversations, telephone conversations, emails and other communications where the content could be regarded as sensitive personal or business information.

Information concerning patients should normally only be disclosed on a need to know basis. You must follow the Caldicott principals in the handling of patient information. If you are unsure about Caldicott, guidance is available from the Trusts intranet site, your manager, or your Caldicott Guardian who can give detailed advice.
Your duty of confidentiality extends beyond the end of your agreement with the Nurse bank and includes supplying sensitive patient, staff and business information to individuals or organisations that may use such information to gain an advantage in their dealings with the Trust, its employees or service users.

Any breach of confidentiality will be taken seriously and appropriate disciplinary action may be taken.

**Risk Management**
In accordance with current legislation the Trust will strive to create and maintain, as far as practicable, a working environment, which will ensure the health, safety and welfare of all its Casual Workers. You have a statutory duty to observe all Health and Safety rules and take all reasonable care to promote the health and safety of yourself, Trust employees, fellow Casual Workers, patients and members of the public and to report any adverse incidents promptly. Your attention is drawn to the requirements on all Casual Workers to be familiar with their departmental Health and Safety Policy and the Trust’s incident reporting system. You should ensure that you are familiar with the relevant health and safety procedures which apply to you undertaking shifts within this Trust.

**Disclosure of Cautions / Convictions**
If upon receipt of a disclosure the Trust is not satisfied with the information issued, your agreement with the Nurse bank will be terminated. If subsequent to your appointment you are charged with any criminal offence (other than a motoring offence which does not carry the penalty of disqualification) you must immediately advise the Nurse bank Manager of this fact. In addition, you must also inform the same manager of the outcome of the Police action, i.e., whether you are convicted, cautioned or exonerated as soon as the information is known to you. In some instances criminal convictions, even though unconnected to work, may lead to dismissal.

**Security / ID Badges**
It is a condition of your agreement with the Nurse bank that you comply with the Trust policy on the above and that you agree to wear/display/carry your identity/security badge on your person at all times when on Trust premises or carrying out Trust business.

**Notification of Changes**
You are required to notify the Nurse bank office of any changes to your personal circumstances, for example, name, address and marital status and other work you are employed in.

**Deductions**
As a condition of your agreement with the Trust Nurse bank, the Trust has the right to make deductions from your salary in circumstances where there has been for any reason whatsoever an overpayment of:
* Remuneration
* Expenses or any other payments
When it is intended to make any such deduction you will be notified in advance and will be invited to make any representations you may wish about the matter including the repayment period. This term of your agreement is without prejudice to any deductions, which may have to be made from your pay in accordance with a statutory requirement or court order, arrangements authorised by you for the payment of sums to third parties.

**Termination of Agreement**
The Trust requests that you provide one weeks notice of your intention to terminate your place on the
Trust Nurse bank by providing a letter of resignation and returning any badge/uniform provided by the Trust Nurse bank department. If these items are not returned, the Trust reserves the right to withhold any monies owed.
In line with Trust Policy failure to work or make yourself available for a period of 26 weeks or more will mean that you will automatically be removed from the Nurse bank.

**Personal Property**
The Royal Liverpool and Broadgreen University Hospitals NHS Trust accept no responsibility for damage to or loss of personal property.

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<th>Signed</th>
<th>Date:</th>
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<tr>
<td>(on behalf of The Royal Liverpool &amp; Broadgreen University Hospitals Trust):</td>
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I hereby accept your offer of casual work with the Trust Nurse bank as stated in the above agreement.

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<th>Signed (Casual Worker):</th>
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