

Direct Engagement Flexible Workforce Membership Agreement	
START DATE:	Please note this is the date of your Direct Engagement Flexible Workforce registration. It may not always be similar to the date you start an actual work assignment.
POST (TYPE):	Member of the Direct Engagement Flexible Workforce
PLACE OF WORK: (see Section 1.0)	To be confirmed upon acceptance of each temporary Assignment as found on the work order
TITLE OF IMMEDIATE SUPERVISOR:	To be confirmed upon acceptance of each temporary Assignment as found on the work order
HOURS OF WORK: (see Section 4.0)	To be confirmed upon acceptance of each temporary Assignment as found on the work order
TYPE OF CONTRACT:	Temporary/ad hoc
PAY: (see Section 2.0)	To be confirmed upon acceptance of temporary Assignment as defined on the work order.
FREQUENCY AND METHOD OF PAYMENT:	Weekly in arrears by Bankers Automated Clearing System.
ANNUAL LEAVE:	See Section 5.0 of this contract
SPECIAL CONDITION TO CONTRACT (as applicable):	Not applicable
ISSUED BY THE BANK OFFICE:	 Isabella Larkin

East London NHS Foundation Trust (herein referred to as 'the Trust') is pleased to confirm the terms of your membership of the Direct Engagement Flexible Workforce as follows:

1.0 Location

1.1 You may be offered work within any of the Trust's boroughs/localities. You will provide temporary cover to wards and departments on and as required basis.

2.0 Agreement Terms

2.1 The terms set out in this Agreement govern your membership of the Direct Engagement Flexible Workforce. Each assignment that you undertake as a member of the Direct Engagement Flexible Workforce will constitute a separate contract with the Trust. In periods between such assignments there are no subsisting obligations on the Trust or on you as a member of the Direct Engagement Flexible Workforce. The fact that you have been offered an assignment more than once does not confer any legal rights on you and should not be regarded as establishing a right to work or continuity of employment. Although you may remain a member of the Direct Engagement Flexible Workforce between assignments the Trust will be under no obligation to offer you work nor will you be under any obligation to accept work.

If you repeatedly do not arrive for your assignment without reasonable explanation, you may be removed from the Direct Engagement Flexible Workforce.

2.2 As there is the potential to meet the eligibility criteria for the legal requirement to auto enrol, you will automatically be enrolled into the NEST pension scheme on commencing with the Trust as a temporary worker. A 1% deduction from your salary will be applied and a further 1% contribution will be made by us. You still have the option to opt out of the scheme and this opt out can take place at any time. Please note that if you wish to opt-out you can only reclaim any monies paid if an opt-out form is received within the first month of joining the scheme.

2.3 Your duties and responsibilities will vary according to the shift/job being covered 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 location.

2.4 On a day-to-day basis, you will be professionally accountable to the ward department/location manager where you are undertaking the work placement. You will be also accountable to the Trust Staff Bank Manager.

3.0 Deduction from Pay

3.1 The Trust reserves the right to make all deductions required by law or as needed to recover overpayments made to you without written authorisation from you.

4.0 Hours of Work

4.1 Nothing contained in this Direct Engagement Flexible Workforce Agreement places a duty upon the Trust to offer you work nor upon you to accept any work offered.

As a member of the Direct Engagement Flexible Workforce you have no normal working hours. Your working hours will be dependent on the nature of each temporary assignment offered to you and your availability to work for the required hours of the assignment.

Once you have accepted an assignment, it is your responsibility to present yourself for duty at the appropriate and agreed location on time, and be immediately and suitably prepared to commence your duties.

4.2 You may be offered work on variety of shifts including weekends throughout a 24-hour period, if appropriate to the post.

4.3 If you are unable to work on an assignment after you have accepted the offer of work you should advise the Bank Office of cancellation at least 24 hours before the start of the assignment.

4.4 You will only work up to a maximum of 48 hours per week, in all jobs and will not be allowed to exceed these hours either through undertaking bank/agency work, overtime or duties within any localities of the Trust or with another organisation including on call time and standby. Under the Working Time Regulations 1998 (herein referred to as the "WTR 1998") the average working time should not exceed 48 hours averaged out over a 17 week period. In order to work in excess of 48 hours, you must exercise your right to opt-out of the WTR 1998.

4.5 if you are offered and accept an assignment, you agree that you will not undertake back-to-back shift working, which may include:

- A late (or long-day) shift followed by a night shift
- A night shift followed by an early (or long day) shift

Any Direct Engagement Flexible Workforce member undertaking such work patterns will be subject to action which may result in their removal from the Direct Engagement Flexible Workforce and/or disciplinary action (up to and including dismissal) if you also have a substantive post with the Trust.

4.6 You are required to comply with the Trust policy on implementation of the WTR 1998, including declaration of hours worked and breaks taken, completing written records if required and reporting any instances where your working hours may constitute a health and safety risk to yourself, patients, the public and other Trust employees. You have the right not to be subjected to any unlawful detriment by reporting any concerns under the WTR 1998.

5.0 Annual Leave

5.1 Your annual leave entitlement will be calculated at 12.07% of your pay and will be paid to you on a rolled-up basis, i.e. so that no further payment will be due to you in respect of any period otherwise deemed to be taken as annual leave. The 28 days stated above is also a maximum amount inclusive of bank holidays and calculated on a whole-time equivalent basis.

If you are booked to carry out regular bank work, you must ensure that you take breaks between assignments to ensure you take compulsory rest breaks (holiday).

Please note that due to the fact that the Trust pays rolled up holiday pay, you will not receive pay during your holiday as this is paid up front every time you carry out an assignment.

6.0 Sick Leave & Sick Pay

6.1 If you are incapable of attending an assignment due to sickness, injury or otherwise, you must personally contact the Bank Office to advise them of your cancellation immediately.

6.2 If you may be entitled to statutory sick pay (SSP) based on the hours worked and your average earnings over the last eight weeks as set out in the SSP regulations. For periods of sickness of 7 days or more where SSP is claimed, you must provide a medical certificate signed by a doctor.

6.3 You must, in your own interest, report any personal accidents or injury, however trivial, arising out of the course of your assignment, to the relevant Head of Department, or the appropriate authority.

6.4 Staff who hold a substantive contract with the Trust must not work through the Direct Engagement Flexible Workforce for 7 days following an absence from work due to sickness.

6.5 There is no entitlement to occupational sick pay or occupational maternity pay.

Direct Engagement Flexible Workforce members, who also have a substantive or fixed term post with the Trust, and take any sick leave or special leave from their substantive or fixed term post during the working week, will not be able to work any shifts for 7 calendar days after returning to work.

If you are suspended from your substantive/fixed term contractor you are in a formal Capability process, or there have been formal disciplinary sanctions issued to you whilst working at Trust, this may impact on whether or not you are offered assignments through the Direct Engagement Flexible Workforce and whether or not you can remain on the Direct Engagement Flexible Workforce.

7.0 Termination

7.1 If you wish to leave the Direct Engagement Flexible Workforce you should inform the Bank Office in writing as soon as possible. You should confirm your current address and telephone number in your letter and to whom you have returned all confidential information. The paperwork relevant to your removal from the Direct Engagement Flexible Workforce will then be sent to your home address.

7.2 If you commence an assignment which you are unable to complete, you must provide the Trust with at least 24 hours' notice of the termination of the assignment]

7.3 The Trust may terminate your membership of the Direct Engagement Flexible Workforce and/or any particular assignment without notice for any reason.

7.4 If your assignment is terminated part way through so that you cannot complete the assignment, you will receive payment up until the point during the assignment at which your assignment was terminated (rounded up to the nearest half hour).

7.5 There is a periodic review of the register of the Direct Engagement Flexible Workforce. If you do not undertake any work for a continuous period of 12 months, you accept that your membership of the Direct Engagement Flexible Workforce will be terminated with immediate effect.

8.0 Medical Examination and Fitness for Work

8.1 The Trust may at any time require you to attend a medical examination and any other appropriate tests by a medical practitioner nominated by the Trust to assess your fitness to carry out an assignment. Any expenses incurred in connection with such an examination will be met by the Trust, and all results of such an examination will be notified to the Trust.

9.0 Health & Safety

9.1 The Trust attaches great importance to the safety of its Direct Engagement Flexible Workforce and recognises its duties under the Health and Safety at Work Act 1974 and Control of Substances Hazardous to Health Regulations (COSHH). As such, the Trust has an agreed Policy on Health and Safety at work, the contents of which form part of your contractual terms, and is available from the Bank Office.

9.2 You have a duty to take reasonable care to avoid injury to yourself and to others by your work activities. You are required to co-operate with the Trust in meeting statutory requirements.

9.3 All accidents and hazards at work, however trivial, must be reported immediately to the relevant Head of Department, Supervisor and Senior Officer on duty, or otherwise to the person with the appropriate authority.

9.4 It is a condition of service that staff will attend Induction Courses, Fire Lectures and Fire Drills as and when arranged.

9.5 Specific responsibilities of managers and the Direct Engagement Flexible Workforce are detailed in the Trust's Policy for Health and Safety at Work.

10.0 Equality, Diversity and Inclusion

10.1 It is a condition of your membership of the Direct Engagement Flexible Workforce that you comply with the provisions of the Trust's Equality and Diversity Policy, which will be given to you on your first day of your first assignment/on entering into this Agreement. This aims to ensure that no prospective or existing employee receives less favourable treatment on the grounds of sex, marital status, age, race, colour, nationality, ethnic or national origins, religious or similar belief, disability or sexuality.

10.2 It is your responsibility:

- (i) to co-operate in the implementation of this policy
- (ii) not to discriminate, victimise, bully or incite others to discriminate or victimise, harass, abuse or intimidate any Trust employees or third parties on any of the grounds listed in section 13.1 above.

10.3 Failure to comply with the Trust's Equality and Diversity Policy may result in your removal from the Direct Engagement Flexible Workforce.

11. Disciplinary, Grievance, Capability, Bullying and Harassment and Whistleblowing

11.1 For the avoidance of doubt, the Trust's Disciplinary, Grievance and Capability procedures do not apply to the Direct Engagement Flexible Workforce. The Trust is entitled, in accordance with clause 7 of this Agreement, to terminate this Agreement and your registration on the Direct Engagement Flexible Workforce at any time and without notice.

11.2 There is no obligation to offer you assignments under this Agreement and the Trust has absolute discretion as to which assignments it chooses to offer to you. Accordingly, the Trust may decide not to offer any assignments to you where disciplinary or capability issues arise, and may choose to terminate this Agreement forthwith in such circumstances.

11.3 For the avoidance of doubt, there is no right under this Agreement for you to be paid for assignments that are cancelled by the Trust or which you do not work.

11.4 The Trust may at its discretion deal with conduct, performance and grievance issues in the following way:

Disciplinary/Capability Issues: the Trust will investigate any potential conduct or performance issues and decide whether or not to remove you from the Direct Engagement Flexible Workforce in the light of the outcome of that investigation.

In appropriate circumstances, the Trust will refer cases to the Disclosure and Barring Service and/or relevant professional body.

Grievance Issues: the Trust will investigate any grievances that you raise and inform you of the outcome.

11.5 If you have bullying or harassment concerns, these will usually be dealt with in accordance with the process set out in the Trust's Harassment and Bullying Policy.

11.6 If you wish to raise a concern in the public interest (commonly known as "whistleblowing"), you should do so under the 'Staff Concern At Work Policy. You are encouraged, in particular, to raise any issues that you consider may impact adversely on the service that the Trust provides to its service users.

12.0 Duty of Confidentiality

12.1 In the course of your duties you may have access to confidential information about patients, members of staff or health service business. This includes information held on computers and computer printouts.

12.2 You are required to ensure that information about patients is safeguarded to maintain confidentiality and is kept securely in accordance with the NHS requirements of 1999, (the Caldicott Committee's report on the review of patient identifiable information 1997 and HSC/1992/012). This means that patient information can only be passed to a third party if it contributes to the provision of care or the effective management of health care services within the Trust. If you are in any doubt as to which disclosures are unauthorised, check first with the Bank Office before disclosing the information.

12.3 On no account must information relating to identifiable patients be divulged to any third party other than authorised persons, for example medical, nursing or other professional staff, as appropriate, who are concerned directly with the care, diagnosis and/or treatment of patients. If you are in any doubt whatsoever as to the authority of a person or body requesting the information of personal or confidential nature, you must seek advice from the relevant Manager. Similarly, no information of a personal or confidential nature concerning individual members of staff should be divulged to any third party without the proper authority having first been obtained.

12.4 Any breach of these rules may result in your removal from the Direct Engagement Flexible Workforce. You are also advised that any such breach of confidentiality may result in both civil and criminal proceedings being instigated.

12.5 The Data Protection Act 1998 regulates the use of all information relating to any living identifiable individual that the Trust may hold, regardless of the media in which it is held. This information may be as basic as name and address. Unauthorised disclosure of any of this information may be deemed a criminal offence. If you are found to have permitted the unauthorised disclosure of any such information, you and the Trust may face legal action.

12.6 You must not, whether during the course of your membership of the Direct Engagement Flexible Workforce, or after its termination, unless expressly authorised by the Chief Executive of the Trust or required by law, make any disclosure to any unauthorised person or use any confidential information relating to the business affairs of the Trust. This includes any detail about the Trust's clients and employees, actual, potential or past and all details relating to information on any of the Trust's databases ensuring that printouts are treated carefully.

13.0 Clinical Governance Framework

13.1 You are required to conform to the NHS Clinical Governance Framework. If engaged in a research project you will also act in accordance with the Research Governance Framework.

14.0 Disclosure Barring Service

14.1 You are required to have a Disclosure Barring Service (DBS) check. The Trust must receive satisfactory clearance from the Disclosure Barring Service before offering you any assignments through the Direct Engagement Flexible Workforce.. The Trust retains the right to request that a further disclosure is sought at any time or at least on a 3 yearly basis. Failure to comply could result in your removal from the Direct Engagement Flexible Workforce. You are also required to inform the Staff Bank Manager if you are arrested for, charged with, cautioned or convicted of a criminal offence (this list is not exhaustive).

15.0 Professional Registration

15.1 If the nature of your assignment requires you to be registered with a professional body, the continuation of any assignment with the Trust and your registration on the Direct Engagement Flexible Workforce is conditional upon you continuing to be registered with that appropriate professional body.

15.2 If you are offered an assignment that requires registration with a professional body, there is a requirement to keep your registration up to date for the duration of the assignment and to produce evidence of this on request. Failure to do so may result in termination of the assignment and/or your removal from the Direct Engagement Flexible Workforce. Evidence of qualifications must be produced on request.

15.3 Lapse, revocation or suspension of registration (required to carry out the role) by the professional body may result in termination of the assignment and/or your removal from the Direct Engagement Flexible Workforce.

15.4 You will be expected to comply with any professional codes of conduct applicable to your assignment.

16 Eligibility to work in the UK

16.1 It is vitally important that you are legally entitled to work in the UK in line with Home Office guidance. You have a duty to inform the Staff Bank Manager if you no longer have the right to work in the UK or if you are being investigated about your immigration status (e.g. work permit expires or invalid/out of date passport). If the Trust is concerned that you no longer have the right to work in the UK it will immediately terminate an assignment and you will not be able to work on the Direct Engagement Flexible Workforce while the Trust investigates your status.

17.0 Loss or Damage to Personal Belongings

17.1 The Trust can accept no liability for any loss or damage to personal belongings on the Trust's premises. You are therefore advised to insure against all such risks.

18.0 Defrauding the Trust

18.1 Any deliberate attempt to defraud the Trust or a member of staff or a patient or member of the public, including falsification of time records and clocking offences, may result in your removal from the Direct Engagement Flexible Workforce. The Trust reserves the right to pursue criminal charges against any member of staff suspected of defrauding the Trust.

18.2 Section 18.1 should be read in conjunction with the Trust's Standing Orders, Standing Financial Instructions, Standards of Conduct for Trust Staff, and also with operational instructions and guidelines in such areas as computer use, theft, or fraud.

19.0 Services and Products

19.1 Direct Engagement Flexible Workforce members must not make commercial use of services or products developed during membership of the Direct Engagement Flexible Workforce without the prior written agreement of the Director of Service.

20.0 Policy on Smoking and Health

20.1 The Trust is committed to the concept of positive health. Smoking is only permitted in the designated areas. Smoking is not permitted at any time whilst on duty, attending an internal or external appointment or meeting on behalf of the Trust.

21.0 Drugs and Alcohol

21.1 The Trust does not permit the use of any alcoholic or illicit drug related substance whilst on duty.

21.2 Incapacity to perform normal duties owing to the consumption of alcohol or misuse of drugs may result in your removal from the Direct Engagement Flexible Workforce.

22.0 Security

22.1 At all times when you are on duty you must wear your personal identification badge and it is your responsibility to ensure that, if it is mislaid, you report it to the relevant line-manager and Human Resources immediately. You must at all times during an assignment be able to produce proof of your identification when requested to do so.

23.0 Contact Outside of Working Hours

As a member of the Direct Engagement Flexible Workforce, it is beneficial that we are able to contact you outside of working hours. In the acceptance of these terms and conditions you agree that the Temporary Staff Manager or his/her representative may contact you at home or on your mobile telephone.

You are required to keep the Bank Office updated with any changes in your contact details.

24.0 Interest in Contracts/Acceptance Of Gifts

24.1 If the Trust enters or proposes to enter into a contract in which you have a pecuniary interest, you are required to declare that interest to the Trust.

24.2 A copy of the Trust policy relating to "Business Conduct" is available from the Human Resources Directorate and forms part of this Agreement.

25.0 Communications with the Media

25.1 When dealing with media enquiries, all Direct Engagement Flexible Workforce are required to observe the Trust's policy on 'Protocol on Contact with the Media'. Copies are available from the Human Resources Directorate. Failure to adhere to the terms of this policy may result in your removal from the Direct Engagement Flexible Workforce.

26.0 Financial Interests

26.1 The NHS Codes of Conduct and Standards of Business Conduct for NHS Staff (HSG (93) 5) require you to declare all situations where you (or a close relative or associate) have a controlling interest in a business (such as a private company, public organisation, other NHS organisation or voluntary organisation) or in any other activity which may compete for an NHS contract to supply goods or services to the Trust.

26.2 You must register such interests as set out in section 32.2 with the Director of Human Resources whenever such interests arise. You must not engage in such interests without the written approval of the Director of Human Resources, which will not be unreasonably withheld.

26.3 It is your responsibility to ensure that you are not placed in a position, which appears to conflict between your private interests and your NHS duties.

27.0 Human Resources Policies and Procedures

27.1 The following documents are important for you to read and understand in the context of your membership of the Direct Engagement Flexible Workforce and you must request a copy of these documents from the relevant Head of Department or from Human Resources. If there are any aspects of these that require clarification you should contact the relevant line manager in the first instance.

- Equality and Diversity Policy
- Policy on Standards of Business Conduct
- Guidelines for staff on how to make a complaint about patient care
- Dignity at Work Policy (Harassment and Bullying)
- Grievance Policy
- Policy and Procedure for checking Professional Registration of Staff

27.2 In addition, you are referred to other policies, procedures or information relating to your membership of the Direct Engagement Flexible Workforce, which can also be obtained from Human Resources including:

- Maternity/Adoption Policy

28.0 Information Governance

28.1 As a member of the Direct Engagement Flexible Workforce undertaking work on behalf of the Trust, you will be charged with personal responsibility for safeguarding, and utilising appropriately all person-identifiable information which you may receive, access, process, distribute or otherwise utilise and/or disseminate in whatever capacity as part of your working duties. In particular, you will be required to ensure that:

28.1.1 No unauthorised individual or organisation, whether internal or external to the Trust and whether inadvertently or maliciously, may gain access to any person-identifiable or sensitive information that is under the guardianship of the Trust;

28.1.2 You comply fully, and at all times, with the principles of The Data Protection Act 1998 (or any successor legislation), which demands that all person-identifiable information is processed fairly, lawfully and confidentially, and with the full consent of the data subject where appropriate;

28.1.3 The legitimacy of any request from an external individual or organisation to disclose personal or sensitive information either orally or in writing, is first verified with a Trust departmental or line manager, or is addressed to the Trust's Data Protection Officer if the request concerns a patient's medical records, or is addressed to the Trust's Freedom of Information lead if the request concerns corporate information;

28.1.4 All records, information and correspondence, whether maintained manually or electronically, are kept secure and filed accordingly when not in legitimate use in accordance with local and national directives or records management –

including Record Keeping standards and Freedom of Information Act requirements for storage, retention and retrieval of all records.

- 28.1.5** You ensure as far as practical, the absolute quality and accuracy of all information that you may gather, utilise or process.
- 28.1.6** You protect the confidentiality of all patient information and, additionally, inform and provide choice to patients in deciding whether their information can be disclosed or used in particular ways in line with the NHS Confidentiality: Code of Practice.

DECLARATION FORM – BUSINESS INTERESTS AND SECONDARY EMPLOYMENT

Please cross out the section which does not apply to you:

1. I do not have any known Conflict of Interest between private interest and my position at East London NHS Foundation Trust

2a. I do have a declared Conflict of Interest between my private interest and my position at East London NHS Foundation Trust *(please complete section 2b. with details of the nature of your interests)*

Section 2b: Nature and details of your interest(s)

Directorships. State type of business, trading name and address of business	
Ownership or part-ownership of private companies, businesses or consultancies	
Shareholdings in excess of 1%. State type of business, trading name and address of business	
Position of authority in a charity or voluntary body. State name and type of charity/body and position held	
Connections with an organisation or Company entering into, or having entered into a financial arrangement with the Trust	
Any of the above interests held by a relative (as per 10.4 of the policy), personal friend or associate	
Any other significant financial interests. E.g. loans other than mortgages over £100,000. State lender's name only not the loan amount	
Outside/additional employment/self employment if there is any doubt as to whether the work conflicts or potentially conflicts with your work for the Trust, or may result in you exceeding the Working Time Regulations.	
Any other relevant interests not covered by the above	

DECLARATION

I have read the Trust's Standards of Business Conduct Policy and confirm that the information above is complete and accurate. I acknowledge that any changes in these declarations must be notified to the Trust Secretary as soon as they occur.

SIGNED (person making declaration): DATE:

NAME (in CAPITALS):

JOB TITLE/ROLE:

DIRECTORATE AND LOCATION: