NURSING AND CARE SERVICES BANK STAFFING PROCEDURE

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1. **INTRODUCTION**

This policy sets out the aims; objectives and regulations associated with the Nursing and Care Services Bank arrangements within the Trust.

The bank employs staff working across the Trust to help provide an effective, efficient and flexible nursing resource to Sandwell Mental Health NHS & Social Care Trust (SMHCHT). All Bank staff will be recruited, utilised and employed in line with equal opportunities and codes of practice and standards for NHS Professionals. This will help in bringing together a set of standards to ensure consistency and facilitate good practice amongst all those that provide or use the Nurse Bank.

The bank should ONLY be used by Management to help support with immediate cost-effective coverage of casual, short-term or emergency staff coverage by employing Internal or external staff on a Bank Contract of Employment. It will support cost effective employment practices, and embrace principles associated with European Working Time Regulations.

The rates of pay for Bank Staff have been reviewed to ensure that all staff working on Bank are treated fairly based on the principles of Equal Pay for Equal Work. In addition, basic hourly remuneration will also attract enhancements for hours covered during unsocial periods/weekend shifts. No incremental points will be granted to staff as the philosophy of the Trust is that staff who regularly work for the Trust should be employed on a substantive contract. Therefore no member of bank staff should be able to work above 488 hours per financial leave year.

Casual, short-term or emergency cover is only classified as:

- Last minute notification of absence resulting in clinically unsafe staffing levels
- To meet exceptional patient care requirements over and above what is not already catered for in normal establishment provision.
- All bank/agency should be authorised by the appropriate designated senior manager within directorate.

These arrangements are only to apply on a short-term basis until staffing rotas have been reviewed and amended. Where longer-term issues are identified, posts should be recruited to, or where this is not possible establishments reviewed to enable a full establishment.

Nursing / Care Services covered are:

- Adult and Older Adult
- Specialist Services

2. **RECRUITMENT OF BANK EMPLOYEES**

Recruitment to the ‘Bank’ will be in accordance with the principles within the Trust’s Recruitment & Selection Policy and Procedure.
2.1  External Bank Workers

Potential External Bank staff will be required to attend an interview to ascertain suitability to role.

Elements of the recruitment process that must be undertaken for External Bank staff include the following:

- Completion of Trust employment application form
- Undertaking CRB checks in line with Trust policy (where appropriate)
- Taking up references
- Checking professional registration numbers (NMC) and expiry date
- Verifying Qualifications as applicable
- Occupational Health clearance
- Checking work permit status
- POCO / POVA check were necessary

The Bank & Rostering Coordinator will hold personal files for all Bank Staff in relation to their bank employment only.

Qualified nurses are those whose names appear on Parts 1, 3, 4, 5, 11, 12, 13 of the Nursing and Midwifery Council, both first and second level nurses must have Registration that is current and valid.

2.2  Internal Bank Workers

Substantive staff that wish to or are willing to work additional hours clearly provide a valuable service to the Trust. In terms of continuity of care, access to appropriate professional supervision, training and support, substantive staff are well placed to help ensure appropriate quality of care in situations of staff shortages and/or increased patient demand. However working excessive hours carries risks for the individual and the Trust. Employers are responsible for excessive hours worked by staff, this responsibility is clearly outlined in the European Working Time Regulations.

Therefore, staff already employed by the Trust who wish to join the bank must fulfil the following conditions:

- They must have written consent from their line manager
- They must have been employed by the Trust for at least one month
- Have undertaken a CRB check in line with Trust Policy
- Occupational Health Clearance

3.  CONTRACTUAL / INDUCTION ARRANGEMENTS

All bank staff to be issued a Bank Contract of Employment within 8 weeks of commencement on the bank and will be issued by the Bank & Rostering Co-ordinator. All bank staff will be required to adhere to any associated Trust policies governing their work and practice. (See Appendix 2 and 3). It will be the responsibility of the individual to familiarise themselves with the relevant polices of the Trust.

It is the responsibility of all bank staff to ensure that upon receipt of their Bank Contract of Employment, that they read and understand all the details highlighted within their contracts. Both copies need to be signed with one copy being returned back to the Bank & Rostering Coordinator.

As part of the Induction arrangements, all external bank staff will be issued with an induction handbook. It will be the responsibility of all Bank Staff to familiarise themselves with Trust Policies and Procedures relevant to their work. All Bank Staff will also be required to complete a ward-based induction on their first shift for the Trust, this will include information and orientation relevant to the post. This may also include attendance of statutory training day(s) for External Bank.
At the discretion of the Service Manager, parts of the induction programme may be waived for applicants who can demonstrate evidence of prior learning / or experience that is considered appropriate to the employment offered on the Nurse Bank.

Bank Staff will be required to complete timesheets for any work undertaken, please refer to Appendix 4 of this document for guidelines on engagement and procedure.

All Completion paperwork for Bank Staff - Amendment, Appointment or Termination Forms should be processed through normal payroll procedures, copies of relevant documentation to be submitted to the Bank & Rostering Coordinator to ensure that databases are updated accordingly.

Audit of bank usage will be undertaken on a regular basis to identify non-compliance with policy and staff utilisation. Should any ‘Financial Irregularity’ be identified the timesheet(s) in question will be passed to the Local Counter Fraud Specialist for investigation.

4. UTILISING BANK STAFF - CONSIDERATIONS

Before deciding to utilise the Bank system, the manager must demonstrate that all alternative options have been considered and exhausted. All the following measures/options must be considered prior to the deployment of any bank staff:

- Each manager is responsible for their staffing quota per shift / per working day and for establishing their bank requirements which will be managed in accordance with their current establishment and conditions within this bank policy.
- Managing rotas/work patterns to cope with the situation/ annual leave/ holidays.
- The appropriate grades of bank staff must be used when covering a post were applicable.
- Bank shifts in the first instance must be booked through the bank co-ordinator. If the request is outside of normal working hours the Duty Nurse/Ward Manager must authorise the usage.

All bank staff should not under any circumstances be self -booking. Self-booking is defined as writing names down on the unit/ward off duty without authorisation from the Charge Nurse or the Ward Manager.

A Bank Monitoring Form will need to be completed for authorised bank usage, and will need to be fully completed and authorised by the Charge Nurse / ward manager. This must be then forwarded to the Bank & Rostering Coordinator to update bank shift records.

This means that should a member of bank staff self book without the completion of the above form and authorisation from either the Bank & Rostering Coordinator or Ward / Unit Manager and arrive for duty, this will be classed as unauthorised work and no payment will be made.

5. AVAILABILITY TO WORK

Each Directorate is responsible for establishing their requirements, which will be managed in accordance with their own arrangements and this policy.

Internal staff who are employed by the Trust on a regular contract must adhere to the following parameters: Nursing staff who hold a substantive position within the Trust must work in line with Working Time Regulations (as per Section 8 of this document – Limitations of working hours).
All Bank staff must adhere to the following working hours:

- Staff can work 2 shifts in one day; an early followed by a late so long as a one-hour break is taken prior to commencing the second shift. A break of at least 9 1/2hrs consecutive hours must be taken before commencing a third shift, with a view to working towards ensuring a break of 11 consecutive hours is taken by staff before commencing a third shift.

- Staff must not work a late shift followed by a night duty, other than in exceptional circumstances with the permission of the Service Director. If exceptional circumstances occur, a one-hour break must be taken before commencing a second shift. A break of 11 hours must be taken before commencing a third shift.

- Staff must not work more than 10 working days or 6 working nights without following this by a minimum break of 48 consecutive hours.

- Internal Bank staff (employed by the Trust on Substantive contracts) will not work for the bank during period of sick leave or annual leave. If an individual is required to work on the Bank during a period of annual leave (due to special circumstances), agreements must be made prior to this assignment with the Bank Co-ordinator. In any event, Bank staff may only work for one week of their annual leave in a twelve-month leave period. This is in accordance with the European Community Working Time Regulations.

- Internal Bank Staff will not work a bank shift, if they have had a period of sickness less than 24 hours prior to a bank shift booking.

- All Bank staff must not work for the Bank during periods of sickness from this Trust or any other employer.

- Failure to undertake bank work, without notification, in a period of 6-months will result in the automatic removal of the individual member from the Bank database. A letter confirming this will be sent from the Bank Co-ordinator.

- If a bank worker has to cancel a shift a minimum of 4 hours notice must be given to the Nurse in charge of the unit, failure to do this may result in termination from the nurse bank. In no circumstances should you send another nurse in your place. If you know another nurse who is willing to work for you please inform either the Nurse in charge or the Bank & Rostering Coordinator.

### 6. CONDITIONS OF EMPLOYMENT

Bank staff are employed by Sandwell Mental Health and Social Care Trust on a temporary, casual basis for work within the specific service for which they are qualified and or appointed.

It is expected that all bank staff will be required to work at any location or service to ensure the service needs across Sandwell Mental Health and Social Care Trust are met.

Work on the Nursing and Care Services Bank is not counted as service in the respects of redundancy from a permanent post or as credit towards length of service.

Bank staff who are also students who work on the external bank for this Trust will only be allowed to work up to 20hrs per week whilst on placement/training/College unless they are able to provide evidence that they are working in line with the Working Time Regulations.

All breaks must be taken, as these will not be paid for.

There will be no requirement by either party to give notice. Failure to adhere to the requirements set out in this policy may lead to your Bank Contract of Employment being terminated.
6.1. Working on the Bank

Staff working Bank shifts within the Trust are expected to reflect the Trust's commitment to providing a high quality service, and should at all times present a smart, tidy and professional appearance as per the Trust's dress policy. All staff are expected to maintain a high standard of personal hygiene.

Upon commencement to the Nursing and Care Services Bank, all External Bank Staff will be issued with an ID badge by the Bank & Rostering Coordinator. This must be worn at all times whilst on bank duties for the Trust. Bank Staff will also be issued with an Employee number, this will need to be written on all paperwork completed by the Bank staff.

Staff working on the bank are expected to adhere to the same codes of conduct, policies and procedures as substantive staff. If, for any reason, a member of the bank staff is asked to do work which is not within their competence, they should make this known to the Nurse in Charge.

7. Payment Arrangements

Payment will be made monthly by BACS transfer directly into the individual's bank or building society.

Pay will be calculated pro rata to a 37.5 hour week.

Normal pay dates will be on the 29th of each month unless the 29th falls on a weekend or bank holiday in which case payment would be made on the last working day prior to the 29th. A full list of pay dates will be issued at the beginning of each financial year from the Finance Department.

Due to the Nurse Bank's "flexible" workforce, the nurse bank employee will receive an amount premium on top of their pay, representing holiday pay throughout the year alongside their normal bank wages for that period.

Tax and National Insurance contributions will be deducted in accordance with Inland Revenue and Department of Social Security Guidelines.

Although membership of the NHS pension scheme is voluntary, NHS employees are automatically entered into the scheme on appointment at a cost of 6% of salary. Arrangements not to join the Pension Scheme should be made with the Payroll Office at the time of commencement in post on form SD502 available from Human Resources Department or the Bank Co-ordinator.

Bank staff will receive a payslip detailing bank wages, showing all deductions made. These should be kept for future reference. It is the responsibility of Bank staff to collect their payslips from the Nurse Bank office, which is based in the Finance Department, Trust Headquarters.

7.1. Qualified Staff

All qualified staff will be paid at a specific hourly rate of pay as set out within (Appendix 1). The rates of pay are defined and paid dependant on the role booked and undertaken on the shift, for example; the qualified bank nurse acts as the Senior Nurse in Charge of a unit or Senior Nurse in Charge of Hospital Site.

The rate of pay will be agreed prior to the shift being worked as detailed in Section 4 of this policy.

7.2. Unqualified Staff

All Unqualified staff working on a bank assignment within the Trust, will be paid a specific hourly rate of pay (Appendix 1). In addition to the hourly rate of pay for bank work, enhancements will be paid when working unsocial hours and weekend shifts.
8. **LIMITATIONS ON WORKING HOURS**

In line with Working Time Regulations, the Trust will not require any employee to work more than an average of 48 hours per week, over a 26-week reference period. *This does not mean that an employee may not be required to work over 48 hours in any one week, so long as the average of 48 hours over the reference period is not exceeded.* The 48-hour average includes all of the working time undertaken each week by the employee and is therefore a sum total of hours worked under a substantive contract, for the bank and for any other employer.

9. **BANK STAFF ACCOUNTABILITY AND RESPONSIBILITY**

Bank Staff are responsible to the Ward, Service or Unit Manager of the area where they are working at that point in time and accountable to the Bank & Rostering Coordinator when engaged on assignments for the Nurse Bank.

- Bank Staff are required to comply with all policies and procedures of Sandwell Mental Health and Social Care Trust and those of the specific service area in which they are engaged for work

Sandwell Mental Health NHS and Social Care Trust Bank Staff are expected to maintain the highest professional standards in line with their respective Codes of Conduct

Bank Staff are also reminded in accordance with the Health and Safety at Work Act 1974 and subsequent Health and Safety legislation, you have a duty of care to avoid injury to yourself and others throughout the course of your work. Your attention is drawn to the responsibility of all employees under Health and Safety At Work Act 1974 which states that:

*It shall be the duty of every employee whilst at work:*

- To take reasonable care of the health and safety of himself/herself and of other persons who may be affected by his/her acts or omissions at work: and
- As regards any duty or requirements imposed on his/her employer, any other person by or under any of the relevant statutory provisions, to co-operate with him so far as necessary to enable that duty or requirement to be performed or complied with.
- No person shall internationally or recklessly interfere with or misuse anything provided in the interest of health, safety and welfare in pursuance of any relevant statutory provisions"

Any member of staff who suffers an accident at work, however minor, must ensure that an accident form is completed. Forms may be obtained from your Manager. The Trust recognises its responsibilities under the Act and a policy outlining these and the employee’s responsibilities is enclosed.

It is also Bank Workers responsibility to maintain membership of any relevant professional body and to comply fully with its code of practice.

During the course of your work you may find yourself in possession of information (e.g. relating to patients, staff of the working of the Trust) the disclosure of which could be construed as a breach of confidentiality. Your attention is drawn to the fact that any such breach of confidentiality could result in your removal from the nurse bank and cessation of this agreement. Except as otherwise provided, no member of staff may discuss any confidential health service matter with any outside organisation including the media.
All Bank Staff will be made aware of current policies within the Trust. Bank Staff must familiarise themselves with these procedures, copies of which are available on request and should also be available in work areas.

Casual Gifts/Hospitality - Gifts offered by contractors or the others should be politely but firmly refused, so as not to constitute an offence under the Prevention of Corruption Acts. Articles of low intrinsic value such as calendars, diaries or small tokens i.e. chocolates/flowers of gratitude from patients or their relatives need not necessarily be refused. In cases of doubt you should either consult your manager or politely refuse acceptance.

As a condition of registration with the Trust's Nurse Bank, you are asked to declare where else and what hours within this Trust or any other Health Service establishment you are employed including both those of Trust and Health Authority appointments. You are also required to declare any future employment within or external to the Trust that you may take up, whilst you are registered on the Bank. The Trust will take the relevant action should this information not be declared.

10. **AGENCY USAGE**

Use of agency staff should only be used when all other resources for staff have been exhausted. All use of agency workers should only be authorised by the Ward/Unit Manager or the Service Director.

On a quarterly basis the Bank Coordinator will advise Ward/Unit managers of those Healthcare Agencies which can only be used when booking agency nursing staff. All agency bookings must be done through the Healthcare Agencies direct, not the individual Agency worker.

It will be the responsibility of the Ward/Unit manager to ensure that booking agency-nursing staff is made through the stated Healthcare agencies advised by the Bank Coordinator and that information of staff booked through the agency to cover shifts is sent onto the Bank Co-ordinator.

For each agency company used there will be a signed Service Level Agreement. The SLA will be in place for a maximum of 12 months and will be reviewed by the Bank & Rostering Coordinator on 12-month basis in order to demonstrate that the Healthcare Agencies are providing a cost effective service for the trust and meet all employment regulations.

If it is deemed that a particular Healthcare agency is not cost effective then alternative companies will be sought and new Service Level agreements will be set up for those agencies, which can demonstrate a cost effective service for the trust. All Agency workers must adhere to the Nurse Bank Terms and conditions.

All agency workers must wear their identification badges at all times and their ID will be checked prior to commencement of their shift.

Timesheets for any Agency workers must be signed on the day of duty by the Duty Nurse Ward Manager.

All names of agency workers should be given in advance to the ward / unit manager either by the Bank & Rostering Coordinator or agency provider.
NURSING AND CARE SERVICES STAFFING PROCEDURE

Rates of Pay – Nursing and Care Services

<table>
<thead>
<tr>
<th>Grade Definition</th>
<th>Hourly Rates of Pay</th>
<th>Annual</th>
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</thead>
<tbody>
<tr>
<td>Basic Qualified Staff</td>
<td>£10.56 plus enhancements</td>
<td>£20,655.84</td>
</tr>
<tr>
<td>Qualified Staff in Charge of Unit / Ward</td>
<td>£11.18 plus enhancements</td>
<td>£21,869.67</td>
</tr>
<tr>
<td>Qualified Staff in Charge of Hospital Site</td>
<td>£12.62 plus enhancements</td>
<td>£24,667.67</td>
</tr>
<tr>
<td>Health Care Support Workers</td>
<td>£6.72 plus enhancements</td>
<td>£13,132.50</td>
</tr>
</tbody>
</table>

* A payment for annual leave (working time regulation allowance) is payable in addition to this rate subject to review of legislation (this is currently under review).

Pay awards will be granted in line with other locally agreed contracts.

No incremental points are attached to the pay scale.
NURSING AND CARE SERVICES STAFFING PROCEDURE

Nursing and Care Services Contract Arrangements
Internal Bank Staff
NURSING AND CARE SERVICES BANK CONTRACT ARRANGEMENTS FOR INTERNAL STAFF

NAME:

ADDRESS:

(Any subsequent changes of address should be notified to your Bank & Rostering Coordinator).

CONTACT TELEPHONE NUMBERS: HOME: WORK:

This agreement details the provisions under which you are registered on the Nurse Bank of Sandwell Mental Health NHS & Social Care Trust. Registration on the bank does not in itself constitute employment with this Trust. These arrangements will only apply during periods of paid work on an as and when basis with this Trust.

1. Registration Date:

   Under these arrangements terms of this statement will not guarantee either a regular or minimum number of hours each week. As such you will not accrue continuous service in respect of these arrangements and entitlements under the Employment Protection (Consolidation) Act.

2. Nurse Bank

   You may be required to undertake duties which are not specified but which may be reasonably required and which you are capable of performing in the opinion of the Trust. As part of this Bank contract you can work in any of our directorates, Adult and Older Adults and Specialist Services.

3. Hours of Duty

   There will be no fixed hours of duty in any one-week. The number of hours worked will be in line with Working Time Regulations, the Trust will not require any employee to work more than an average of 48 hours per week, over a 26-week reference period. This does not mean that an employee may not be required to work over 48 hours in any one week, so long as the average of 48 hours over the reference period is not exceeded. The 48-hour average includes all of the working time undertaken each week by the employee and is therefore a sum total of hours worked under a substantive contract, for the bank and for any other employer.

   All staff will need to adhere to Nursing and Care Services Staffing Procedure (Operational Arrangements).

   It is your individual responsibility to ensure that you comply with the above and if it is found you are not, management will consider termination of these arrangements.
All breaks must be taken, as these will not be paid for.

4. **Shift Booking**

In the first instance shifts should be booked through the Bank & Rostering Coordinator or with the Charge Nurse / Ward Manager of the unit – self booking is not to be undertaken under any circumstances, failure to adhere will result in termination from the Bank database.

On cancelling unwanted shifts, a minimum of at least 4 hours notice must be given to the Nurse in charge of the unit, failure to do this may result in termination from the nurse bank. A list of Contact Numbers to Units / wards will be issued upon commencement for this purpose.

All shifts worked need to be recorded on a Bank timesheet, Only one timesheet must be used per month, irrespective of which unit or directorate you have worked it, failure to adhere to this may result in late payments, Timesheets must also be correctly coded and signed by the Nurse in Charge after each shift worked.

Travelling expenses is not paid for by the Bank, it is your responsibilities to get to and from shifts you have booked. You will only be paid from the time you start work on your designated unit, until to time you finish.

5. **Location**

As a bank worker you will be required to work across all sites to meet the needs of the Trust. You will be notified of the work location at the beginning of each period. In the event that other units are short within the directorate worked, bank staff may be asked to move to cover the shortfalls.

6. **Salary/Wage**

You will be paid on an hourly basis according to the number of hours worked. Payments will be monthly and made in accordance with the Bank Pay timetable.

Due to the Nurse Bank’s “flexible” workforce, the nurse bank employee will receive an amount premium on top of their pay, representing holiday pay throughout the year alongside their normal bank wages for that period.

In accordance with the terms and conditions for Bank Nurses you will not be entitled to the following:

- Sick Leave
- Maternity Leave

7. **Nurse Bank Conditions**

As a Bank Nurse you will be expected to comply with the following locally agreed conditions of service and Trust policies.

- Disciplinary and Grievance Policy and Procedure
- Equal Opportunities and associated Procedures
- Health and Safety Policy
- No-Smoking Policy
- Data Protection
- Confidentiality
(This list is not exhaustive and may be added to, updated and/or amended as appropriate).

Copies of the full current procedures are available from the Trust's Intranet Site. Future amendments and conditions to the list will not be notified individually, but can be viewed on the Intranet Site.

Your registration with the Trust's Nurse Bank is governed by the conditions set out in the Nursing and Care Services Staffing Procedure.

As a condition of your registration on the Trust's Nurse Bank, you are asked to declare all other employment outside of the Trust; failure to declare may result in termination from the Bank Database.

You are also required to declare any future employment within or external to the Trust that you may take up, whilst you are registered on the Bank. Failure to declare may result in termination from the Bank Database.

8. **Notice of Termination of this Agreement**

There will be no requirement by either party to give notice.

If Internal Bank staff fail to complete any Bank Duties, without notification within a 6-month period, a letter will be forwarded to confirm the removal from the Nurse Bank database.

9. **Occupational Health Clearance**

The appointment is subject to ensuring a satisfactory Occupational Health Clearance is obtained from current line manager.

10. **Professional Registration**

It is a condition of registration on the Trust's Nurse Bank for qualified nursing staff to be a registered member of the Nursing & Midwifery Council.

Evidence of registration must be produced prior to commencement and as required during your employment.

11. **Staff Training**

All Bank Staff will be required to complete a ward-based induction on their first shift for the Trust; this will include information and orientation relevant to the post.

12. **Insurance of Personal Effects**

Your attention is drawn to the fact that the Trust cannot be held responsible for any loss or damage to the personal effects of members of staff by reason of fire, theft or any other cause and staff are advised to take out insurance cover against such risks.

13. **Confidentiality**

You must at all times be aware of the importance of maintaining confidentiality of information gained by you during the course of your duties. This will in many cases include access to personal information relating to service users. You must treat all information in a discreet and confidential manner and particular attention is drawn to the following:
Data protected information regarding service users must not be disclosed either verbally or in writing to unauthorised persons. It is particularly important that you should ensure the authenticity of telephone enquiries.

Written records, computer records and correspondence pertaining to any aspect of the organisation’s activities must be kept securely at all times.

You have an obligation to ensure that computer systems which you use are protected from inappropriate access within your direct area of practice e.g. by ensuring that personal access codes are kept secure.

All data held, its management and procedures, must conform to the requirements of the Data Protection Act (1998). Under the Act service users and staff have a right of access to their records on application to the appropriate manager. This can be read in conjunction with the organisation’s full Data protection Policy.

If it is necessary to share information in order to effectively carry out your work, you must make sure that as far as is reasonable this information will be exchanged on a strictly ‘need to know’ basis, using the minimum that is required and be used only for the purpose for which the information was given.

If unsure seek advice from the trust’s Caldicott Guardian.

Conversations relating to confidential matters affecting clients should not take place in situations where they may be overheard by passers-by, e.g. in corridors, reception areas, lifts and cloak rooms.

The same confidentiality must also be observed in dealing with work related matters appertaining to work colleagues.

Any breach of confidentiality may be regarded as misconduct and may be subject to disciplinary action.

The Data Protection Act governs personal information recorded on computer and unauthorised disclosure of such information is unlawful.

**Breaches of confidentiality may lead to disciplinary action**

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.

14. **Professional Conduct - Accountability**

All Bank Staff are responsible to the Ward, Service Manager or the Nurse In Charge when they are working on shift and accountable to the Finance Manager / Bank Co-ordinator when engaged on assignments for the Bank.

Bank Staff are expected at all times to maintain the highest professional standards, and to maintain a high standard of personal appearance.

All staff registered on the Trust’s Bank are reminded of the requirement to comply with the NMC Code of Professional Conduct, for the Nurse, Midwife and Health Visitor.
“Each registered nurse, midwife and healthcare support worker shall act, at all times, in such a manner as to justify public trust and confidence, to uphold and enhance the good standing and reputation of the profession, to serve the interests of society, and above all to safeguard the interests of individual patients and clients.

Each Internal Bank staff is accountable for his or her practice…..”

Please see attached documents.

- Work Place Induction (Attachment 1)

Associated Documents

- Nursing and Care Services Staffing Procedure
- Standards of Dress

16. Rehabilitation of Offenders Act

It is a condition of your employment that because the nature of work you will be undertaking involves direct contact with people who are receiving a health service, you must disclose any convictions, including driving offences, you may have arising either before commencement of your employment or throughout its duration. Under the conditions of the above Act, you are not entitled to withhold information about convictions which otherwise might be considered ‘spent’. Failure to disclose such convictions will invalidate this Contract

I should be grateful if you would confirm that you wish to accept the above agreement relating to your registration with the Trust’s Nurse Bank. Please notify your acceptance by signing the enclosed copy of this document and returning to the Nurse Bank, Finance Department, Delta House, Greets Green, West Bromwich, West Midlands.

Yours sincerely

Nursing and Care Services Bank & Rostering Coordinator
I understand and accept this agreement and that:

- it does not override and is separate from any other contract of employment that I may hold will Sandwell Mental Health NHS & Social Care Trust.


- I am not entitled to claim redundancy payment under the Redundancy Payments Acts 1965 and 1969 and the provision under the National Health Service Councils.

As an Internal Bank Member, I can confirm that I have read through and agree to adhere to all the conditions set out in the Nursing and Care Services Staffing Policy and that failure to comply with these conditions may results in termination from the Nurse Bank.

I have also declared any employment I hold internal or external to this Trust and agree to work in line with Working Time Regulations.

Signed …………………………………………… Date…………………………………………

Print Name:…………………………………………………..
# BANK INDUCTION CHECKLIST

## PART B – Workplace Induction
This part must be completed with the Line Manager / Nurse in Charge prior to commencing duty for all new areas and returned to the Bank & Rostering Coordinator within two weeks of completion.

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<th>Grade:</th>
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<tr>
<td>Location:</td>
<td>Date of shift:</td>
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Please tick (✓) once completed or cross (×) if not applicable due to grade:

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<td>Fire Exits Routes</td>
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<td>Handover Report</td>
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<tr>
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<td>Daily report entry</td>
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</tbody>
</table>

Employee Signature: .................................  Date: ....................................

Print Name: ..........................................

Manager / Nurse in Charge signature: .................................  Date: ....................................

Print Name: ..........................................

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**Sandwell Mental Health and Social Care**

**NHS Foundation Trust**

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**Banishing Stigma**

**Enabling Recovery**
NURSING AND CARE SERVICES STAFFING PROCEDURE

Nursing and Care Services Contract Arrangements
External Bank Staff
NURSING AND CARE SERVICES BANK CONTRACT ARRANGEMENTS FOR EXTERNAL STAFF

NAME:

ADDRESS:

(Any subsequent changes of address should be notified to the Bank & Rostering Coordinator).

CONTACT TELEPHONE NUMBERS: HOME: WORK:

This agreement details the provisions under which you are registered on the Nurse Bank of Sandwell Mental Health NHS & Social Care Trust. Registration on the bank does not in itself constitute employment with this Trust. These arrangements will only apply during periods of paid work on an as and when basis with this Trust.

1. Registration Date:

Under these arrangements terms of this statement will not guarantee either a regular or minimum number of hours each week. As such you will not accrue continuous service in respect of these arrangements and entitlements under the Employment Protection (Consolidation) Act.

2. Nurse Bank

You may be required to undertake duties which are not specified but which may be reasonably required and which you are capable of performing in the opinion of the Trust. As part of this Bank contract you can work in any of our directorates, Adult and Older Adults and Specialist Services.

3. Hours of Duty

There will be no fixed hours of duty in any one-week. The number of hours worked will be in line with Working Time Regulations, the Trust will not require any employee to work more than an average of 48 hours per week, over a 26-week reference period. This does not mean that an employee may not be required to work over 48 hours in any one week, so long as the average of 48 hours over the reference period is not exceeded. The 48 hour average includes all of the working time undertaken each week by the employee and is therefore a sum total of hours worked under a substantive contract, for the bank and for any other employer.

All staff will need to adhere to Nursing and Care Services Staffing Procedure (Operational Arrangements).

It is your individual responsibility to ensure that you comply with the above and if it is found you are not, management will consider termination of these arrangements.

Student Nurses who work on a External basis for this trust will only be allowed to work for 20hrs per week whilst on placement or in college.
All breaks must be taken, as these will not be paid for.

4. **Shift Booking**

In the first instance shifts should be booked through the Bank & Rostering Coordinator or with the Charge Nurse / Ward Manager of the unit – self booking is not to be undertaken under any circumstances, failure to adhere will result in termination from the Bank database.

On cancelling unwanted shifts, a minimum of at least 4 hours notice must be given to the Nurse in charge of the unit, failure to do this may result in termination from the nurse bank. A list of Contact Numbers to Units / wards will be issued upon commencement for this purpose.

All shifts worked need to be recorded on a Bank timesheet, Only one timesheet must be used per month, irrespective of which unit or directorate you have worked it, failure to adhere to this may result in late payments. Timesheets must also be correctly coded and signed by the Nurse in Charge after each shift worked.

Travelling expenses is not paid for by the Bank, it is your responsibilities to get to and from shifts you have booked. You will only be paid from the time you start work on your designated unit, until to time you finish.

5. **Location**

As a bank worker you will be required to work across all sites to meet the needs of the Trust. You will be notified of the work location at the beginning of each period. In the event that other units are short within the directorate worked, bank staff may be asked to move to cover the shortfalls.

6. **Salary/Wage**

You will be paid on an hourly basis according to the number of hours worked. Payments will be made in accordance with the Bank Pay timetable.

Due to the Nurse Bank’s "flexible" workforce, the nurse bank employee will receive an amount premium on top of their pay, representing holiday pay throughout the year alongside their normal bank wages for that period.

In accordance with the terms and conditions for Bank Nurses you will not be entitled to the following:

- Sick Leave
- Maternity Leave

7. **Nurse Bank Conditions**

As a Bank Nurse you will be expected to comply with the following locally agreed conditions of service and Trust policies.

Disciplinary and Grievance Policy and Procedure
Equal Opportunities and associated Procedures
Health and Safety Policy
No-Smoking Policy
Data Protection
Confidentiality
(This list is not exhaustive and may be added to, updated and/or amended as appropriate).

Copies of the full current procedures are available upon request. Future amendments and conditions to the list will not be notified individually, but can be seen in the Directorate of Human Resources Offices at any time, which will include all subsequent amendments.

Your registration with the Trust’s Nurse Bank is governed by the conditions set out in the Nursing and Care Services Staffing Procedure.

As a condition of your registration on the Trust’s Nurse Bank, you are asked to declare all other employment outside of the Trust; failure to declare may result in termination from the Bank Database.

You are also required to declare any future employment within or external to the Trust that you may take up, whilst you are registered on the Bank. Failure to declare may result in termination from the Bank Database.

8. Notice of Termination of this Agreement

There will be no requirement by either party to give notice.

If External Bank staff fail to complete any Bank Duties, without notification within a 6-month period, a letter will be forwarded to confirm the removal from the Nurse Bank database.

9. Occupational Health Clearance

The appointment is subject to a satisfactory Occupational Health Clearance. The Trust may require any member of staff to have a medical examination and/or assessment at any time during his/her employment.

In addition, at the discretion of the Trust, you may be required to be immunised against certain illnesses, which the Trust judges to be necessary, and/or produce evidence of immunisation. Immunisation may be required either prior to your commencement or at any time during your employment.

10. Professional Registration

It is a condition of registration on the Trust’s Nurse Bank for qualified nursing staff to be a registered member of the Nursing & Midwifery Council.

Evidence of registration must be produced prior to commencement and as required during your employment.

11. Staff Training

All Bank Staff will be required to complete a ward-based induction on their first shift for the Trust; this will include information and orientation relevant to the post. This may also include attendance of statutory training day(s) for External Bank.

12. Insurance of Personal Effects

Your attention is drawn to the fact that the Trust cannot be held responsible for any loss or damage to the personal effects of members of staff by reason of fire, theft or any other cause and staff are advised to take out insurance cover against such risks.
13. **Confidentiality**

You must at all times be aware of the importance of maintaining confidentiality of information gained by you during the course of your duties. This will in many cases include access to personal information relating to service users. You must treat all information in a discreet and confidential manner and particular attention is drawn to the following:

Data protected information regarding service users must not be disclosed either verbally or in writing to unauthorised persons. It is particularly important that you should ensure the authenticity of telephone enquiries.

Written records, computer records and correspondence pertaining to any aspect of the organisation’s activities must be kept securely at all times.

You have an obligation to ensure that computer systems which you use are protected from inappropriate access within your direct area of practice e.g. by ensuring that personal access codes are kept secure.

All data held, its management and procedures, must conform to the requirements of the Data Protection Act (1998). Under the Act service users and staff have a right of access to their records on application to the appropriate manager. This can be read in conjunction with the organisation’s full Data protection Policy.

If it is necessary to share information in order to effectively carry out your work, you must make sure that as far as is reasonable this information will be exchanged on a strictly ‘need to know’ basis, using the minimum that is required and be used only for the purpose for which the information was given.

If unsure seek advice from the trust’s Caldicott Guardian.

Conversations relating to confidential matters affecting clients should not take place in situations where they may be overheard by passers-by, e.g. in corridors, reception areas, lifts and cloak rooms.

The same confidentiality must also be observed in dealing with work related matters appertaining to work colleagues.

Any breach of confidentiality may be regarded as misconduct and may be subject to disciplinary action.

The Data Protection Act governs personal information recorded on computer and unauthorised disclosure of such information is unlawful.

**Breaches of confidentiality may lead to disciplinary action**

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.

15. **Professional Conduct - Accountability**

All Bank Staff are responsible to the Ward, Service Manager or the Nurse In Charge when they are working on shift and accountable to the Finance Manager / Bank Co-ordinator when engaged on assignments for the Bank.
Bank Staff are expected at all times to maintain the highest professional standards, and to maintain a high standard of personal appearance.

All staff registered on the Trust’s Bank are reminded of the requirement to comply with the NMC Code of Professional Conduct, for the Nurse, Midwife and Health Visitor.

“Each registered nurse, midwife and healthcare support worker shall act, at all times, in such a manner as to justify public trust and confidence, to uphold and enhance the good standing and reputation of the profession, to serve the interests of society, and above all to safeguard the interests of individual patients and clients.

Each External Bank staff is accountable for his or her practice…..”

Please see attached documents.

- Work Place Induction – Part B (Attachment 1)

Associated Documents

- Nursing and Care Services Staffing Procedure
- Standards of Dress

15. Rehabilitation of Offenders Act

It is a condition of your employment that because the nature of work you will be undertaking involves direct contact with people who are receiving a health service, you must disclose any convictions, including driving offences, you may have arising either before commencement of your employment or throughout its duration. Under the conditions of the above Act, you are not entitled to withhold information about convictions which otherwise might be considered ‘spent. Failure to disclose such convictions will invalidate this Contract

I should be grateful if you would confirm that you wish to accept the above agreement relating to your registration with the Trust’s Nurse Bank. Please notify your acceptance by signing the enclosed copy of this document and returning to the Nurse Bank, Finance Department, Delta House, Greets Green, West Bromwich, West Midlands.

Yours sincerely

Nursing and Care Services Bank & Rostering Coordinator
I understand and accept this agreement and that:


- I am not entitled to claim redundancy payment under the Redundancy Payments Acts 1965 and 1969 and the provision under the National Health Service Whitley Councils.

- I must adhere to the Rehabilitation of Offenders Act in ensuring all spent and unspent convictions are declared.

I therefore fully understand and accept all the Terms and Conditions of these arrangements as outlined in these arrangements.

As an External Bank Member, I can confirm that I have read through and agree to adhere to all the conditions set out in the Bank & Agency Staffing Policy and understand that failure to comply with these conditions may results in termination from the Nurse Bank.

I have also declared any employment I hold Internal or External to this Trust and agree to work in line with Working Time Regulations.

Signed: ………………………………… Date: ………………………………………..

Print Name:……………………………………………………………
# BANK INDUCTION CHECKLIST

## PART B – Workplace Induction

This part must be completed with the Line Manager / Nurse in Charge prior to commencing duty for all new areas and returned to the Bank & Rostering Coordinator within two weeks of completion.

<table>
<thead>
<tr>
<th>Name:</th>
<th>Grade:</th>
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<tbody>
<tr>
<td>Location:</td>
<td>Date of shift:</td>
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Please tick (✓) once completed or cross (×) if not applicable due to grade:

<table>
<thead>
<tr>
<th>Initial Introductions</th>
<th>Communication</th>
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</thead>
<tbody>
<tr>
<td>Introduction to staff</td>
<td>Courtesy, Politeness &amp; Greeting of Visitors</td>
</tr>
<tr>
<td>Introduction to clients</td>
<td>Appropriate use of Telephone System</td>
</tr>
<tr>
<td>Tour of Ward / Department</td>
<td>Use of E-mail system</td>
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<tr>
<td>Location of toilets</td>
<td>Intranet / Internet use</td>
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<thead>
<tr>
<th>Tour of Premises</th>
<th>Other Key / Relevant Information</th>
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<tbody>
<tr>
<td>Fire Wardens</td>
<td>OST Routine</td>
</tr>
<tr>
<td>Department First Aiders</td>
<td>Epilepsy Guidelines:</td>
</tr>
<tr>
<td>Actions in an Emergency Situation</td>
<td>- Signs and symptoms</td>
</tr>
<tr>
<td>Any other specific hazards</td>
<td>- Emergency Procedure</td>
</tr>
<tr>
<td>Parking Areas</td>
<td>Medication</td>
</tr>
<tr>
<td>Meeting Rooms</td>
<td>Drug Cards</td>
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<tr>
<td>Location of Restaurant</td>
<td>Location of medical/emergency equipment</td>
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Employee Signature:  
Date:  
Print Name: 
Manager / Nurse in Charge signature:  
Date:  
Print Name:
NURSING AND CARE SERVICES STAFFING PROCEDURE

Procedure for Engagement
Timesheets and Payroll

*Please ensure that the correct signatures are obtained (pages 2 and 3)*
## BANK ATTENDANCE RECORD & CLAIM FOR ASSOCIATED DUTY PAYMENTS

**PRINT NAME:**

<table>
<thead>
<tr>
<th>Date / Day</th>
<th>Ref No</th>
<th>HOURS WORKED</th>
<th>MONTH</th>
<th>PAYROLL NUMBER:</th>
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**CERTIFIED FOR PAYMENT BY** .......................................................... **PRINT NAME** .......................................................... **DATE** ..........................................................

**It is your responsibility to ensure that this is signed by a Ward/Unit Manager on the last bank shift you undertake during this particular calendar month as failure to do so by the Payroll cut off date will result in your payment being delayed.**

Page 2 of 5
GUIDANCE FOR COMPLETION OF NURSE BANK TIMESHEET

Each timesheet should contain your surname and forename (the name by which you are known to colleagues) as well as your payroll number. It is your responsibility to enter the correct information for each shift you work:

1. The date of the shift – if it is an overnight shift, the date on which it started
2. The start time, finish time and the total hours worked after allowing for any unpaid breaks
3. Reference number. This must be entered for every bank shift as failure to do so may result in non payment
4. The grade at which you work on Bank – Healthcare Support Worker, Qualified Nurse, Nurse In Charge of a Unit or Nurse In Charge of a Hospital Site
5. The location of the shift – use separate lines if you work in two different locations (i.e. require two different authorisations) during the same shift
6. Any shift enhancements that are relevant to the day/hours worked
7. It is your responsibility to ensure that your timesheet is handed in as per payroll submission deadlines and has the relevant signatures and reference numbers to prevent non payment

Under no circumstances should you complete the entries for a shift that has not yet been completed. Each shift needs to be authorised by an authorised signatory for the relevant cost centre and they should enter that cost centre on the timesheet for you.

Once all the shifts on the timesheet have been authorised and you wish to submit it for processing and payment, sign and date the employee declaration on the bottom of page 5. It is then your responsibility to pass to an authorised signatory for signing (as per bottom of your timesheet ‘Certified for Payment By’). If there is a mistake on your time sheet, cross it out (do not use correcting fluid or similar) and enter the necessary amendment. An authorised signatory for the relevant cost centre must initial this.

The payroll department will only process original timesheets completed legibly and in accordance with this guidance. If your timesheet does not meet this standard it will be returned to you and this will inevitably delay payment. Only properly authorised shifts will be paid.

**Employee Declaration**: I declare that the information I have given on this timesheet is correct and complete. I have not claimed elsewhere for the hour/shifts included here and none of these hours/shifts have put my total hours worked in contravention of the Working Time Directive.

I consent to the information on this timesheet being used for the purposes of the prevention, detection and investigation of fraud. I understand that if I provide false information I may be liable to disciplinary, prosecution and civil recovery proceedings.

**Signature**: ……………………………………………………….. **Print**: ……………………………………………………….. **Date**: ………………………………………………………..
Dear Colleague

RE: BANK TIMESHEET COMPLETION

In order to maintain the appropriate time span between a shift being worked and payment being received, I would like to draw your attention to the following procedure.

On your timesheet:

1. Clearly enter your name and payroll number.
2. Complete the sections indicating the date, times, reference number, location and duration of each shift worked, remembering to enter & deduct a compulsory meal break.
3. Please record the grade at which you work on Bank – Admin, Healthcare Support Worker, Qualified Nurse, Nurse In Charge of a Unit or Nurse in Charge of a Hospital Site.
4. Identify any shift enhancements claimed so that these can be reflected in your payment.
5. Ensure that an authorised signatory for the shift(s) worked:
   - Checks that the your details are correct
   - Enters their name and the relevant cost code
   - Signs to certify that all details are correct
6. Once all the shifts on a timesheet have been authorised and you wish to submit it for payment, sign and date the employee declaration at the bottom of page 5. Please then pass to an authorised signatory.
7. Please start a new timesheet for each month.
8. Your timesheet should then be left on the Unit/Ward of the place you last worked. This will then be forwarded by the Ward Manager to the Payroll collection point for that Unit/Ward.
9. Timesheets are collected monthly from the appropriate collection point(s). Any late timesheets will not be processed until the following month (see Bank Payroll Timetable)
10. Only original timesheets will be accepted, do not submit faxed or photocopied ones.
11. Any payment queries relating to your timesheet must be addressed through the Payroll Department and not the Bank & Rostering Coordinator
12. Unless stated otherwise, all timesheets must be calculated in fractions. The calculation is as follows:

   Minutes / 60 = decimal point + total hours worked. For example, if you have worked a shift of 9 hours and 45 minutes (excluding breaks), you would calculate in the following way:

   \[
   \frac{45 \text{ (mins)}}{60} \text{ (one hour)} = 0.75 \text{ (decimal point)} + 9 \text{ (hours worked)} = 9.75 \text{ (this is the figure to be entered under ‘Hours worked, total hours column’). Please remember that this also applicable to breaks and enhancements, for example;}
   \]

   1 hour 17 minute break = enter 1.28 on timesheet (using the above calculation)

   ANY INCORRECTLY COMPLETED AND/OR UNSIGNED TIMESHEETS WILL BE RETURNED WHICH WILL RESULT IN A DELAY IN PAYMENT
MANAGER’S GUIDANCE

Nurse in Charge
- It is your responsibility to only authorise a shift for which you know the information entered by the bank worker is correct.
- Under no circumstances should you authorise a shift that has not yet been completed - if this then subsequently gets paid, it will result in an investigation via the Local Counter Fraud Specialist and could result in criminal proceedings.
- In authorising any shift, enter your surname and forename/initials above your signature, the date on which you signed the time sheet in the next column and then the relevant cost centre in the final column.

Authorised Signatory
- Timesheets should only be signed when it is completed and all the shifts on it have been authorised by the Nurse in Charge.
- Any remaining space on the timesheet should have lines put through it to prevent any further entries after submission.
- Once authorised, it is your responsibility to place the signed timesheet in the payroll bag.
- Under no circumstances should an authorised timesheet being sent to payroll be given back to the bank worker to submit.

DECLARATION
In authorising a bank workers timesheet, you are declaring that the grade and times are correct and that you approve the payment accordingly. You understand that if false information is knowingly or carelessly authorised on any nurse bank timesheet, action may be taken.

If you have any concerns about the information you are being asked to verify and authorise, contact the Trust’s Local Counter Fraud Specialist, Jeanette Price on extension 8055 or by e-mail to Jeanette.Price@smhft.nhs.uk
## Bank Staff – Complaint / Incident Log

<table>
<thead>
<tr>
<th>Name of individual concerned (please indicate if bank or agency employee)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ward / Department</td>
</tr>
<tr>
<td>Description of Complaint / Incident</td>
</tr>
<tr>
<td>List any other staff on duty: -</td>
</tr>
</tbody>
</table>

Nurse in charge / Managers Signature: ________________________________

Please fax this document to Bank Office

---

**FOR OFFICE USE ONLY**

<table>
<thead>
<tr>
<th>Bank Staff Spoken to:</th>
<th>Further Enquiries</th>
<th>Passed onto:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes/No</td>
<td></td>
</tr>
</tbody>
</table>

Other Comments