

# Staff Handbook

## Nurses and ODPs



## Welcome to Robinson Medical Recruitment

The relationship that exists between RMR and you, our candidates, plays an important part in determining how much you enjoy your work, how successful you are in your assignments and of course the standard of service and ultimately patient care we are able to offer as a company.

The quality of our relationship will depend upon a number of factors, but none substantially more important than providing you with a proper understanding of what is expected of you during the course of your association with RMR.

A clear understanding of mutual responsibilities is essential in maintaining a relationship which is positive, knowledgeable and professional.

This handbook contains guidelines and suggested procedures which, we trust, will be interesting, informative and of assistance to you during each assignment you undertake. It is not practical for such a handbook to cover every situation regarding any policies and procedures which may be in place at the hospitals or units to which you are assigned.

We will be pleased to answer any queries that you may have which are outside the scope of this handbook. RMR requires that all candidates read this handbook in detail prior to commencing your first RMR assignment.

Welcome to RMR.

## Table of Contents

Section 1 - Introduction to RMR .....	4
1.1 Welcome to RMR .....	4
1.2 RMR Services.....	4
Section 2 - What RMR needs from you.....	5
2.1 Application Criteria .....	5
2.2 Dress Code .....	5
2.3 Identity badges.....	6
2.4 Reporting on Duty .....	6
2.5 Professional Codes of Conduct .....	6
2.6 Confidentiality.....	7
2.7 Public Interest Disclosures .....	7
Section 3 - RMR's Operating Guidelines .....	8
3.1 Criminal Convictions .....	8
3.2 Equal Opportunities .....	9
3.3 Data Protection/Access to Records .....	10
3.4 Terms of Engagement .....	11
3.5 Self Employed Status.....	11
3.6 Allocation of Work .....	11
3.7 Insurance Guidelines.....	11
3.8 Payment .....	11
3.9 Comments and Complaints.....	14
3.10 Removal from RMR's Register .....	15
3.11 Engagement by Client .....	15
Section 4 - Working Practices to assist you .....	16
4.1 Privacy/Dignity.....	16
4.2 Key Holding .....	16
4.3 Handling Patients'/Clients' Money .....	16
4.4 Gifts and Gratuities .....	16
4.5 Record Keeping .....	17
Section 5 - Health & Safety and you .....	18
5.1 Statement.....	18
5.2 Identification and Reporting Hazards .....	18
5.3 Accident Reporting.....	18
5.4 Communicable Diseases .....	19
5.5 Mandatory Training .....	20
5.6 Personal Safety.....	20
5.7 Challenging Behaviour .....	20

## Section 1 - Introduction to RMR

### 1.1 Welcome to RMR

Thank you for choosing to work with us. As a RMR agency staff member, you are our most valuable asset.

We want your time with RMR to work for you and have produced this handbook to further this end. It explains everything you need to know about working through this agency.

RMR aims to provide an exemplary service to candidates and clients alike. We do this by endeavouring to get it right first time, every time and always exceeding customers' expectations.

To help us provide a high quality, safe service for our candidates and clients, RMR asks all our candidates to provide essential documentation before you are proposed for work, as detailed in Section 2. Our stringent quality standards are designed to safeguard your professional reputation and expand your personal proficiency.

Since our establishment in 2003, RMR has assisted hospitals in meeting their staffing needs. RMR currently supplies numerous NHS and private hospitals with associated medical professionals:

- Registered Nurses
- Operating Department Practitioners
- Allied healthcare professionals

### 1.2 RMR Services

#### **Flexible Hours to Suit You**

By letting us know your availability as far in advance as possible, RMR will be able to match your personal requirements with the work available and provide you with flexible hours to suit you.

#### **Flexible Location**

Once you have registered with RMR, all you need to do is inform us of your preferred locations and we will do our best to find you work within a reasonable distance.

#### **Holiday Pay**

If you are a candidate that is paid via the PAYE system you will be entitled to holiday pay. You will accrue the current statutory entitlement over the full 52 weeks of the year. Please note any accrued holiday pay must be requested by the end of March at the latest and cannot be carried forward.

#### **Weekly Pay**

Our Payroll runs weekly and you will be paid directly into your bank or building society (see section 3.8). As long as your timesheet is received by 10am on Tuesday you will receive your pay on Friday.

#### **Professional Training and Continuing Professional Development (CPD)**

As a healthcare professional, it is your responsibility and duty to keep your skills and qualifications up-to-date.

RMR recommends that all healthcare professionals record details of ongoing training and development and gather evidence of practice where necessary. Please follow the guidelines issued by your professional body for maintaining an up-to-date personal professional profile. RMR require all staff to complete annual updates on Moving and Handling and Basic Life Support Practical Training. Failure to comply with mandatory update requirements may restrict your ability to continue practicing.

You will be able to update all required Theory modules via our online training site LearnPro Community.

## Section 2 - What RMR needs from you

### 2.1 Application Criteria

Applications to join RMR are invited from qualified healthcare assistants who are entitled, without restriction, to take up paid employment in the UK.

RMR prides itself on providing the highest level of service to candidates and clients, and our ability to supply the highest calibre staff is key to our business. As well as meeting our client's needs, the use of a detailed application criteria safeguards you, our candidate.

All candidates proposed for work will be asked to provide:

- Copies of qualifications and specialist training certificates
- A completed RMR registration form and Occupational Health declaration, together with signed Terms of Engagement
- Evidence of registration with the SSSC
- Evidence of the right to work in the UK
- You will also be required to submit to a Disclosure Scotland check, and provide the relevant documentation to confirm your identity.

As a Healthcare Assistant, we will also expect from you:

- The ability to communicate in English, orally and written
- Evidence of fitness to perform work
- Understanding and acceptance of the need to provide care of the highest standard
- To complete the relevant mandatory courses for your profession.

### 2.2 Dress Code

As a healthcare practitioner, your appearance and adhering to a dress code is extremely important. You are advised to check the rules and regulations concerning dress code at the establishment in which you are working. Otherwise, for your protection, it is advisable to use the following guidelines:

#### **Uniform**

You will be required to wear a uniform at all times on shift. In the interests of infection control you are not permitted to wear your uniform outside of the care home. You will be supplied with 1 tunic and 1 pair of trousers free of charge. Further uniforms are available at an extra cost.

#### **Hairstyles**

Please make sure that your hair is clean and tidy. Long hair must be tied back so as not to pose a safety hazard. It should preferably be off your collar.

#### **Jewellery**

Please ensure that only a wedding band and stud earrings are worn.

#### **Personal Hygiene**

Due to the nature of the work which involves being in close proximity to clients and patients, please remember to keep yourself personally fresh, free from odours and practice good oral hygiene. Hands must also be free of nail polish or false nails.

#### **Shoes and Footwear**

Shoes that comply with health and safety guidelines must be worn. Open toe sandals and shoes, or trainers should not be worn.

### 2.3 Identity badges

As an RMR staff member, you are required to carry an RMR identity badge. This will display your photograph and personal identification number. Clients may ask to see your identity badge if they do not know you. Please do not take offence as the client is only taking sensible precautions. Please note that you may be required to comply with any other security policy in place whilst working for clients.

### 2.4 Reporting on Duty

RMR provides a 24-hour service to ensure continuity of cover for clients and service users. If you have any routine enquiries such as timesheet or payment queries, please telephone us during office hours of 8am and 6pm Monday to Friday.

RMR prides itself on the fact that its staff maintain a high professional standard while carrying out their assignments.

This means that reliability and punctuality are of prime importance.

You should arrive early for an assignment and report to the relevant senior person in charge. If, in exceptional circumstances, you expect to be late for duty, you should inform RMR as soon as possible.

If you are unable to attend your assigned shift RMR needs as much notice as possible. We have a duty of care to ensure that a suitable replacement is found. **You must call the office to advise that you will be unable to attend a shift.**

Clients may cancel an assignment at short notice and in such circumstances RMR cannot accept responsibility or liability for any loss or expense which may be suffered by you as a result of such cancellation.

### 2.5 Professional Codes of Conduct

RMR expects you, as a skilled Healthcare Assistant, to maintain the highest professional standards at all times. You are also required to work to the policies, procedures and requirements of the clients' workplace, and to comply with the codes of practice conduct of the SSSC.

You are professionally accountable for your actions.

#### **The Nursing and Midwifery Council**

The NMC maintains a register of qualified nurses, midwives and health visitors, sets standards for education, practice and conduct, provides advice for nurses, midwives and health visitors and considers allegations of misconduct or unfitness to practice due to ill health.

#### **The Health Professions Council**

The HPC is an independent, UK-wide regulatory body responsible for setting and maintaining standards of professional training, performance and conduct of the 15 healthcare professions that it regulates. The HPC will also ensure that registration of professionals is linked to continual professional development.

The Council of the HPC is responsible for developing strategies and policies and consists of 20 members (made up of 10 registrant and 10 lay members, including the chair).

## 2.6 Confidentiality

Information concerning patients, their treatment and their affairs are strictly confidential and must not be disclosed to any unauthorised persons. The confidentiality of the client and RMR must be maintained. Any breach of confidentiality may result in the termination of your engagement with the client and could result in a civil action for damages.

## 2.7 Public Interest Disclosures

RMR encourages a free and open culture in its dealings with all people with whom it engages in business and legal relations. In particular, the company recognises that effective and honest communications are essential to its success.

'The Public Interest Disclosure Act 1998' provides legal protection for individuals who disclose information to a third party about alleged malpractice in certain circumstances.

Any persons who genuinely and in good faith, believes that one of the following malpractice is occurring, has occurred or may occur within the organisation should contact RMR who will treat the matter in confidence. All disclosures must be in writing and should provide as much supporting evidence as possible about the disclosure and the grounds for the belief in malpractice: (this is not intended to be an exhaustive list).

- Corruption, bribery or blackmail
- Criminal Offences
- Failure to comply with a legal or regulatory obligation
- Miscarriage of justice
- Fraud or financial irregularity
- Endangering the health and safety of an individual
- Endangering the environment
- Improper use of authority
- Serious financial maladministration arising from the deliberate commission of improper conduct
- Breach of corporate confidence
- Unauthorised disclosure of confidential information to a third party.

RMR will not subject the individual making a disclosure to any type of prejudice as a result of their disclosure.

## Section 3 - RMR's Operating Guidelines

The following section provides you with essential information on RMR's Operating Guidelines. Please read this carefully in conjunction with our Terms of Engagement.

### 3.1 Criminal Convictions

#### Rehabilitation of Offenders Act (1974)

There are a number of situations where the general provisions of the above Act do not apply. In particular "any employment which is concerned with the provision of health services and which is of such a kind as to enable the holder to have access to persons in receipt of such services in the course of his or her normal duties".

The Rehabilitation of Offenders Act makes it unlawful to take into account any offences of a person who is considered to have undergone a satisfactory period of rehabilitation for any industry, which is not exempt from the Act.

As such it is an essential requirement that all applications for RMR membership must provide details of any existing convictions and or cautions or any new convictions occurring during their membership of RMR.

Denial or non-disclosure of the existence of any conviction which is subsequently shown to exist, will lead to removal from the RMR register. In order to protect vulnerable adults and children, all applicants will be required to complete a Criminal Record Disclosure obtained by Disclosure Scotland.

As an organisation using the Disclosure service to assess applicants' suitability for positions of trust, RMR complies fully with the Code of Practice and Data Protection Act 1998. The company undertakes to treat all applicants for positions fairly and not to discriminate unfairly against any subject of a Disclosure on the basis of conviction or other information revealed. A copy of the Disclosure Scotland Code of Practice is available on request from us.

All offers of assignments will be subject to a completed disclosure, which may take four to five weeks. RMR will endeavour to offer work during this period providing a declaration form has been completed, however this may be limited and is not guaranteed.

#### **Handling Disclosures**

RMR follows the DS Code of Practice for handling and storage of Disclosures. Disclosure information is only passed to those who are authorised to receive it, the Lead Counter Signatory/Counter Signatories within the Company and National Government.

#### **Dealing with Candidates' Criminal Convictions**

Having a criminal record will not necessarily stop you from working with us. This will depend on the nature of the position and the circumstances and background of your offence(s). The Lead Counter Signatory (Managing Director) will decide whether a candidate is suitable to work through RMR.

RMR undertakes to judge such matters carefully and responsibly, with over-riding consideration to the care, safety and protection of clients. Should there be a risk to clients then your application for membership will be rejected or in less serious cases, the assignments you can undertake may be restricted.

### 3.2 Equal Opportunities

RMR recognises attitudes held by both institutions and individuals are widespread in our society and that such attitudes hinder both equal opportunities for work and the effective provision of services to minority groups and communities. In all aspects of work, RMR operates a policy of equal opportunity and equal access to service. Information may be requested from staff, members, applicants or clients, enabling RMR to monitor the success of this policy. The giving of such information will be voluntary and it will be used solely for monitoring purposes. As with all information supplied to RMR, details will be kept confidential.

#### **RMR Staff**

RMR staff are required to take positive steps to ensure that equal opportunity policies are followed at all times. This applies to the selection of new candidates, work provided to existing candidates and equal access of services to clients.

#### **RMR Candidates**

Equality of opportunity extends to all matters relating to RMR membership including recruitment, selection, and assignment of work, pay rates, assessment of performance, action in response to complaints by clients, complaints etc. Equality of opportunity covers all candidates/potential candidates and you will be treated equally regardless of your sex, marital status, race, age, ethnic origin, disability, sexual orientation, religious belief or political opinion.

Candidates are encouraged to make known all special skills or knowledge. These skills may make you particularly suited to care for clients from specific ethnic or cultural groups. Candidates have the right to accept or refuse individual assignments but any indication that a candidate has not acted, or will not act, in accordance with this policy will be investigated and may result in removal from the RMR register.

#### **Harassment**

RMR deplores any form of harassment and seeks to ensure that all candidates and employees of the company carry out their duties in a manner that is entirely free of such unwanted conduct.

All forms of harassment are unwelcome and RMR will take all reasonable steps to ensure that you are not subjected to any form of harassment. Where you feel that you are, or have been subjected to harassment, you are encouraged to raise a formal complaint with the relevant Manager. Any RMR employee who is considered, after proper investigation to have subjected a candidate, client, or colleague to any form of harassment will be disciplined and any RMR candidates, subject to similar findings, may be removed from the register.

If a client is believed, after appropriate investigation, to have subjected any RMR employee or candidate, to any form of harassment then the circumstances will be reported and agreed action implemented, which may include withdrawal of care by RMR after a suitable warning.

### 3.3 Data Protection/Access to Records

#### **Introduction**

RMR is a “data controller” for the purposes of ‘The Data Protection Act 1998’. This is because RMR holds and uses both ‘personal data’ and ‘sensitive personal data’ about its employees, clients, candidates and other individuals. RMR processes data, including your records and Client/Service User records.

The information in the candidates’ records is obtained from you when you applied for membership on RMR’s application form, as well as police checks, references and Conditions of Service. There may be occasions when your records may be disclosed to clients in the course of proposing you for an assignment.

By completing and signing our application form, you agree to give us permission to use your data for specific purposes. (see ‘Disclosures’)

#### **Data Protection Compliance Officer**

In order to ensure that RMR complies with its obligations under the Act, it has appointed a Data Protection Compliance Officer. You should refer to the Compliance Officer if you are in any doubt about any of RMR’s obligations under the Act.

#### **Disclosures**

Before RMR discloses any data to anyone outside the company, we will ensure that:

- The disclosure fits the purpose or purposes for which the data is being held
- The person to whom we are disclosing the data is authorized to have it
- You are aware that this type of disclosure is possible and have consented to it.

If you are in any doubt about whether disclosure is permitted, consult the Data Protection Compliance Officer, in writing: WestPoint, 4 Redheughs Rigg, South Gyle, Edinburgh, EH12 9DQ

#### **Access to Information**

The Data Protection Act gives you the right, on application in writing, to be informed by RMR:

- Whether any personal data relating to you is being processed by RMR and if so;
- The source of that personal data (where known)
- The nature of the personal data held about you
- The purposes for which that personal data is being processed
- The persons to whom that information may be disclosed and the source of that personal data (where known).

However, RMR is not obliged to provide information to you in all circumstances. A number of exemptions apply and RMR may, in certain defined circumstances, not be able to disclose information where that information also relates to another individual who would be identifiable from the information disclosed.

However, in these circumstances, RMR will provide you with reasons why we believe such a decision to be necessary.

All requests for disclosure received from you as a data subject must be referred immediately in writing to us. This request will then be submitted to the Managing Director for action, who will normally respond within two weeks.

Upon receipt of such data, you should check its accuracy and inform the Managing Director of any amendments required. It is in the interests of everyone that all information is accurate and

up-to-date. Your cooperation and assistance is greatly appreciated. It is assumed that you will only need to verify personal data on one occasion. There will be no charge made for the first application in any calendar year. Additional requests will normally attract a charge of £10 per application.

### 3.4 Terms of Engagement

The Terms of Engagement should be read carefully in conjunction with the information contained in this handbook. A copy is provided once your registration is complete. Any queries you may have can be raised with our Nurse Manager.

### 3.5 Self Employed Status

As an RMR agency staff member, you are a self-employed person. There is no obligation on the part of RMR to offer or provide you with work. Equally, you as a candidate are not obliged to accept any work which has been offered. RMR acts at all times as 'Principal Agent' for you and assumes no employer responsibilities.

The Inland Revenue and the Contributions Agency require RMR to collect tax and National Insurance contributions in respect of our candidates. This does not affect your employment status.

### 3.6 Allocation of Work

Work cannot be guaranteed. However, it is always advantageous to contact us on a regular basis, giving as much advance availability as possible. Where possible, RMR prefers candidates to keep us updated on their availability for one month ahead.

Advance availability also means you are more likely to get the assignment and hours that suit you. Mobiles are an advantage, enabling us to contact you at short notice. By advising us of your availability one month ahead, it saves us trying to contact you unnecessarily. When self-booking, please ensure you inform us.

### 3.7 Insurance Guidelines

#### Malpractice and Public Liability

Whatever task is delegated to an HCA, the healthcare professional or registered clinician must ensure that the HCA is trained and has the necessary knowledge, skills and competence to undertake the tasks delegated to him/her, and that accountability is clear.

### 3.8 Payment

#### Method of Payment

Payment will be made by bank transfer directly into your bank or building society on a weekly basis. Bank holidays may delay payments slightly.

A payment advice detailing how pay has been calculated and deductions made will be forwarded to your e-mail address. Please remember to advise us should you change your personal circumstances, e.g. change of address or bank details. If, for some reason, you have been under/over paid, the money is automatically adjusted from your next payment on completion of assignment. It is in your interest to cross check payment details against your copy timesheet.

#### Timesheets

You are expected to submit all original timesheets, duly completed, authorised and signed to us. For guaranteed payment, timesheets must be received in the office by Tuesday 10.30.

It is not acceptable for candidates to 'save up' or hold on to timesheets, as this will impact on RMR's ability to invoice their clients for the service provided.

Working week for timesheet purposes is Monday to Sunday. You should complete a separate timesheet for each client recording the number of hours you have worked for them.

Once correctly completed by you and authorised and signed by the client, the top 3 copies should be returned to RMR, one copy left with the client and one retained by yourself for your own records.

### **Expenses**

Under no circumstances will you be able to claim for any travel or accommodation expenses, except when agreed with the Nurse Manager prior to the assignment starting.

All expenses recorded on the timesheet, must be accompanied by relevant receipts and authorised by the client. In most circumstances, expenses are taxable.

### **Income Tax**

Although all RMR candidates are self-employed, RMR is required by law to treat you in the same way as employees for the purposes of PAYE and Class 1 National Insurance contributions only. Therefore, you are required to pay income tax on your earnings (if they exceed the threshold for the current financial year). The rules affecting people working through agencies are contained in Section 134 TA 1988 formerly Section 38, Finance (No. 2) Act 1975), now the Income & Corporation Taxes Act 1988.

If you have any queries regarding your tax code or think that you may be entitled to additional allowances, please contact HMRC (address below) who can adjust your tax code accordingly.

If RMR is not your main source of work for tax purposes and there are issues with overpayment of tax and other income issues, it is also advisable to discuss these with the HMRC direct:

T: 0845 300 0627

[www.hmrc.gov.org](http://www.hmrc.gov.org)

RMR Employer's no. 961/BZ42933

### **National Insurance**

Deductions in respect of Class 1 National Insurance will normally also be made by RMR in respect of PAYE candidates, if earnings exceed the National Insurance threshold.

If you are entitled to pay reduced National Insurance or are exempt from paying contributions, you must produce the appropriate certificate before undertaking any assignments.

### **Pension Contributions**

RMR are now required to automatically enrol all new candidates into our company pension scheme. We use NEST (National Employers Savings Trust) as our provider. RMR also contribute to your pension fund as part of the legal requirements. On enrolment you will be provided a welcome pack directly from NEST explaining how the scheme works.

You may, however, opt out of the scheme at any time and instructions will be included in your welcome pack.

### **Arrestments of Wages**

In the event that RMR are served and required to action an arrestment, we will advise you in the first instance and request that you take steps to have this withdrawn. If after three working weeks this is not rectified we will be unable to offer you further work.

### **Statutory Maternity Pay**

In certain circumstances, candidates may be eligible for Statutory Maternity Pay through RMR or Maternity Allowance from their local Social Security Office.

If you are pregnant you must:

- Inform us that you are pregnant as soon as is reasonably practicable
- Obtain your MATB1 from your Doctor or Midwife and pass this to us.
- Keep us informed as to any changes in the type of assignments you can or cannot do

We will pass your MATB1 form to the Payroll Team who will be able to determine whether SMP is payable through RMR.

Candidates who are considered to be ineligible will be given an SMP1 form, which will be completed by payroll, together with any MATB1 that they may have provided. These should be given to the local Social Security Office to request consideration for the payment of Maternity Allowance. The standard Maternity Allowance is set at the same rate as lower rate SMP but is paid by the DSS.

### **Statutory Sick Pay (SSP)/Sickness Benefit**

If you are sick from duty, upon production of a medical certificate, you may be eligible to receive SSP through RMR.

Please ask our Nurse Manager for details. If you do not qualify for SSP through RMR, you should make enquiries at your local DSS office with regard to sickness benefit. You should request form SSP1. If you do have an assignment booked and you are unable to complete it, please contact us as soon as possible, in order that a replacement can be supplied.

### **Other Benefits**

You may be eligible for other benefits, details of which may be obtained from your local Social Security office.

### **Working Time Regulations**

In compliance with the implementation of the Working Time Regulations, RMR recommends that working time (including any time that you personally provide your services to anyone else) should not exceed 48 hours per week (averaged over 17 weeks). However, should you wish to waive this right, you can indicate this when signing your Terms of Engagement.

You may withdraw the option to work in excess of 48 hours per week at any time by providing three months written notice to the Nurse Manager. Working time should include only the period of attendance at each individual assignment through RMR. It should not include traveling time, unless specifically agreed in advance by the Nurse Manager.

### **Paid Holiday**

The Working Time Regulations provide that PAYE candidates will accrue a right to paid holiday on a pro-rata basis. You will accrue the current statutory entitlement over the full 52 weeks of the year.

To apply for paid annual leave, you should complete timesheet requesting payment of your accrued leave.

You must give double the time being requested as notice, of the leave being taken (i.e. 1 week's holiday equals two weeks' notice). Please check with your Nurse Manager that your holiday has been authorised before taking your leave. Leave may not be booked in advance of it being accrued.

RMR's holiday year runs from 1st April to 31st March. The purpose of the entitlement to paid holiday is to ensure that you take time off work. Therefore, RMR recommends that you do not work during your holiday period. Accrued holiday entitlement not taken within that holiday year cannot be carried forward.

### **Daily Rest Period**

All candidates should be provided with the opportunity to take 20 minutes unpaid break during assignments of 6 hours duration or more. It is your responsibility to ensure this is taken in the course of work.

You are entitled to take 11 hours of consecutive rest per day. In circumstances in which flexible practice is required such as residential homes, and there is no opportunity to take rest breaks, this is

permitted, providing that an equivalent break or compensatory rest period is agreed between and at the convenience of yourself and the client.

However, when an agreement has been reached by collective means within the established workforce, you will be bound by that agreement in relation to working hours. This will not entitle you to any other benefits or provision under such collective agreements. You are not entitled to receive pay during any rest breaks.

### **Candidates Working Shifts**

You are entitled to 11 hours of daily consecutive rest, but this does not apply in relation to shift workers who cannot take a daily rest period between the end of one shift and the start of the next one. In these circumstances, an equivalent break or compensatory rest period must be agreed at the convenience of yourself and the client (see the section on 'Daily Rest Period') and your agreed weekly hours must not be exceeded.

### **Night Shifts**

Night duty hours must not exceed 8 hours in 24 hours, averaged over 17 weeks. In certain circumstances, in which flexible practice is required, individual agreements between yourself and the Nurse Manager must be reached if night hours are to exceed this limit. In these circumstances, an equivalent break or compensatory rest period is agreed at the convenience of yourself and the client (see the section on 'Daily Rest Period').

Please always appear to look busy whilst on shift, show willingness and ask what else is needing done during quieter periods.

Appearing to be tired or falling asleep whilst on shift could be viewed as gross misconduct and will not be tolerated under any circumstance. Please ensure you have appropriate time between shifts, especially if you have a second job or if RMR is your second job.

### **3.9 Comments and Complaints**

RMR welcomes comments and complaints as an opportunity to improve our service. Please pass these on to our Nurse Manager.

While we hope that you will never have reason to be unhappy with the service we offer, we would like to assure you that in the case of a complaint, every effort will be made to resolve the situation as soon as possible. In the first instance, please advise our Nurse Manager who will endeavour to resolve the problem immediately. If he/she is unable to do so, you should detail the complaint to us.

You will receive a reply within two working days of receipt of your complaint. You will then be updated on progress every 10 working days until the problem is resolved.

If any problem is unresolved a complaint can be made to:

Care Inspectorate  
Compass House  
11 Riverside Drive  
Dundee DD1 4NY

Tel: 0345 600 9527

### 3.10 Removal from RMR's Register

Candidates may be removed from the register in the following circumstances:

- Leaving or where you have resigned (as noted below).
- Where your conduct or standard of work has seriously fallen below the level required by RMR
- It is believed that you have acted in an unprofessional manner.

RMR reserves the right to remove you from your assignment and not reassign until the matter has been investigated and resolved. Examples of such conduct are as follows.

This list is not exhaustive:

- Failure to attend a client without reasonable cause having accepted an engagement, or repeated lateness
- Failure to provide care in a fashion consistent with the candidate's professional code of conduct or in a caring and appropriate manner e.g. non-adherence to clinical instruction
- Failure to carry out the reasonable instructions of the client
- Breach of trust involving RMR or the client
- Disclosure of confidential information to a third party relating to either a client or RMR.
- Misconduct, affecting either the client or RMR. This includes being under the influence of alcohol or any substance that will adversely affect your performance, theft, abusive or violent behaviour, harassment, criminal conviction etc.

You are advised to read Section 2 for more information.

Candidates cannot work if their health or physical ability impedes them from carrying out their duties effectively. Whilst candidates will not be required to relinquish membership at the normal retirement age of 65 they must, like any other candidate, be in good physical and mental health. You may be requested to undertake a Medical, at your own expense, to confirm your fitness for work.

### 3.11 Engagement by Client

Our Terms of Business with clients include a requirement that clients pay us an appropriate recruitment fee if they directly employ any RMR candidate who has worked for, or been introduced to them

in the previous 6 months. This applies equally to temporary or permanent posts. Please notify us immediately if this ever arises.

## Section 4 - Working Practices to assist you

### 4.1 Privacy/Dignity

#### **Privacy**

You should recognise the right of individuals to be left alone and free from intrusion or public attention into their affairs, whilst ensuring patient safety. Please remember that if you are involved in any aspect of care in a patients'/clients' home, you are a guest. You are responsible for up-holding confidential matters pertaining to the client.

#### **Dignity**

All patients/clients must be treated with respect and dignity regardless of their circumstances and should be seen as unique individuals.

#### **Rights**

Your role, as a RMR candidate, includes safeguarding the rights and freedom of patients/clients to make decisions and choices within their capability.

### 4.2 Key Holding

Your patient/client has the right to privacy at all times. Always knock and/or announce your arrival and remember that patients/clients with disabilities are likely to feel particularly vulnerable. Your patients/clients should be encouraged to let you in personally and holding keys should be avoided if possible. You must carry your identity badge at all times and your patient/client should be encouraged to check it, unless you are well known to them.

### 4.3 Handling Patients'/Clients' Money

RMR aims to maintain the independence of its patients/clients. We consider the control of money matters as a key element of independence. Patients/clients should be actively encouraged to take control of all aspects of their financial affairs and you should avoid situations where patients/clients become unnecessarily dependent, even in minor ways.

### 4.4 Gifts and Gratuities

Care is a professional service and is provided in return for agreed fees. Under no circumstances should you seek any other money, gifts, favours, or rewards for services rendered, either by yourself or for any third party.

It is not uncommon for a patient, client, or their friend or relative, to offer a voluntary gift as a mark of appreciation for care they have received. RMR believes that giving and receiving such gifts is not generally appropriate to the provision of professional care.

Wherever possible, any offer of a gift should be politely refused with an explanation that acceptance would be against RMR policy.

If refusal is likely to cause offence to your patient/client, the gift may be accepted under the following rules:

- All offers of gifts should be disclosed to the Nurse Manager who will discuss the matter with your patient/client, their personal carer, or other advocate as appropriate, to explain RMR policy.
- Gifts of money may only be accepted with the stated intention that it will be passed in full to a charity nominated by RMR
- Other gifts should be refused with the suggestion of an equivalent donation to charity
- The Nurse Manager will acknowledge all gifts in writing
- Failure to comply with this policy may result in removal from the RMR register.

### **Wills and Bequests**

Under no circumstances should you seek, invite or accept an offer of any bequest or consideration in a patient's/client's will, either for you or any third party. Unsolicited offers should be disclosed to the Nurse Manager who will discuss the matter with your patient/client, their personal carer, relatives or other advocates. If a bequest is made to you without your prior knowledge, it should be disclosed to the Nurse Manager.

### **Loans**

You should never borrow money from or lend money to patients/clients.

### **Giving Advice**

Beyond the general assistance mentioned, you should never give advice on financial matters, even if asked.

### **Incapacity to Manage Personal Finances**

Unless engaged to undertake a professional assessment of an individual's condition you should not make judgments in this respect. Remember that all aspects of your patients'/clients' financial affairs are strictly confidential.

## **4.5 Record Keeping**

Maintaining records is an essential and integral part of providing care.

In establishment settings, it is usually the qualified practitioners' responsibility to ensure that client records are updated before the completion of each shift. However, untrained staff must ensure that they inform the qualified practitioner or the relevant senior practitioner in charge of any relevant changes in the patients' condition, or of any other information that needs to be documented.

As a general guideline, records need to be comprehensive and concise and provide:

- Evidence of the care provided and the date and time the care was delivered (including intervention by health professionals)
- Information regarding the current condition of the client
- A record kept of any problems that have arisen and the appropriate action taken in response
- A record of any medication taken (including dosage and time).

Records must be:

- Factual and objective
- Legible and in ink
- Clear and unambiguous
- Clearly dated and timed
- Written in terms that the patient, relatives and other members of the care team can understand and should not include abbreviations
- Signed by you with your full name printed underneath
- Alterations should be scored out using a single line and initialled

### **Administration of Medicines**

Please be advised you are not permitted to administer medicine under any circumstance. You have the right to refuse if you are ever asked by a Health Practitioner.

## Section 5 - Health & Safety and you

### 5.1 Statement

Since 'The Health & Safety at Work Act' was introduced in 1974, a number of regulations have been added providing a comprehensive framework of health and safety legislation. These regulations provide both employers and the self-employed with detailed guidance about their responsibilities towards providing and maintaining a safe and healthy place of work.

The law in general is aimed at employers. It is they who are most able to influence whether a place of work is safe. However, the law applies equally to the self-employed. Therefore, all RMR candidates (as self-employed persons) have a general duty to ensure that their work activities do not endanger themselves or others. This duty applies irrespective of where you are undertaking work. Equally, the client has a general duty to ensure that the work environment is itself free from any danger to health or safety. RMR, as your Agent, does not have any legal responsibility for your health and safety whilst you undertake an assignment through them.

As a SSSC Registered Healthcare Assistant, you should consult your relevant Professional Body to seek advice and guidance on their Codes of Practice to ensure that you are fully aware of your responsibilities regarding health and safety. You are then in a position to establish and maintain safe systems of work and a safe working environment. It is important that you familiarise yourself with the policies and procedures of the establishment within which you are working, particularly those relating to fire and other emergencies.

So far as it is reasonably practicable, RMR will ensure that persons not in its employment who may be affected by its activities are not exposed to risks to their health and safety. In addition, RMR will remind its own employees and others that the health and safety policy is unlikely to succeed without their active involvement and participation. RMR will notify you of any specific hazards relating to your place of work which have been notified to us by the client.

### 5.2 Identification and Reporting Hazards

All candidates need to look out for hazards at the establishment where they have accepted an assignment and report back to RMR via the complaints procedure anything they feel may present a risk to anyone's health and safety. A risk assessment form can be obtained from your Nurse Manager.

### 5.3 Accident Reporting

You are responsible for ensuring that all incidents or accidents that relate to the provision, control and maintenance of a safe and healthy workplace are reported to the client and your Nurse Manager (and/or to the Local Authority in the case of serious accidents and/or dangerous occurrences).

If an individual is off work for more than three days following an accident, it is considered a reportable accident which needs to be reported to the Local Authority on a RIDDOR form, available from the establishment in which you are working.

It is also important that the internal reporting procedure of the establishment is carried out e.g. recording the accident in the accident report book. In addition to internal reporting through the accident report book, the establishment/client must ensure the following be reported to the appropriate enforcing authority i.e. the local Environmental Health Officer.

- Fatal accidents
- Major injury accidents/conditions
- Dangerous occurrences
- Accidents causing more than three days' incapacity for work
- Certain work-related diseases
- Certain gas incidents

#### 5.4 Communicable Diseases

Helping patients/clients with personal care involves the risk of exposure to communicable diseases (e.g. HIV, Aids, Hepatitis B, and MRSA).

It is therefore important to be familiar with the measures available to minimise this risk by barrier methods of nursing care.

It is also advisable to speak to your General Practitioner regarding immunisations, if appropriate.

#### **Clients with Communicable Diseases**

RMR recognises the right of all clients to receive appropriate care, regardless of the condition of circumstances giving rise to their need for care. RMR is committed to maintaining as far as possible the independence, dignity, privacy and confidentiality of clients, especially where care tasks are of a highly personal nature.

RMR expects clients to disclose any communicable diseases to which there is a risk of exposure and to give consent, where appropriate, for GPs, District Nurses and other health professionals to disclose and discuss such information. RMR will brief you to enable you to provide appropriate care to your client, but it should be stressed that best practice for infection-control should be followed in all cases, not just those where a specific risk is known.

If the existence of such a risk becomes apparent retrospectively, clients are expected to inform RMR as soon as possible. It is your responsibility to take adequate precautions to protect yourself from communicable diseases. If you are unsure of the appropriate steps to be taken, you should discuss the assignment with your Nurse Manager.

All information regarding a client's condition or circumstances will be treated as confidential. To avoid risks of cross infection, it is essential that all incidents that may result in the spreading of a disease be reported. Incidents in a hospital, nursing home or other institutional setting should be reported and recorded in accordance with the policies of that institution.

All incidents should be reported to your Nurse Manager who will give advice on appropriate further action.

Following an incident of exposure to a communicable disease, it will be assumed that you have been infected and, until evidence is provided that infection has not occurred, the provisions of this policy relating to candidates with communicable diseases will apply.

### 5.5 Mandatory Training

As a candidate with RMR, you are responsible for updating your skills and knowledge regarding best practice in health and safety and subscribing to all codes of practice as laid down in statute or by NMC, HPC or relevant body.

RMR will provide you with access to Learnpro, the online training tool used by NHS Scotland, in order to assist you with your updates. There will also be practical training sessions provided, please contact our Nurse Manager for further information.

### 5.6 Personal Safety

As a healthcare professional, you may be required to work unsociable hours. Your safety is our key concern and we ask you to follow this advice:

- Try to keep to well-lit paths
- Do not take short cuts
- If possible, carry a personal alarm or whistle
- If driving, park your car as near to the entrance as possible in a well-lit area
- Keep your car door locked and valuables in the boot
- Always tell someone where you are going and what time you are expected home.

### 5.7 Challenging Behaviour

Challenging behaviour is often unpredictable. Before agreeing to work with clients with challenging behaviour, it is your responsibility to check local procedures that have been agreed with your Nurse Manager. It is advisable to check with clients that a "Risk Assessment" has been carried out and that you follow any guidelines issued by the client on this issue.

As far as is reasonably possible, RMR will notify you of any specific hazards relating to the client.