

# BSL NURSING RECRUITMENT

## TERMS AND CONDITIONS OF EMPLOYMENT

These conditions constitute a legally binding Agreement between (the temporary worker) and **Blessed Services (UK) Ltd T/As BSL Nursing Recruitment** (employment business) henceforth referred to as BSL. It is a condition of employment that you should read and fully understand the following terms and conditions of membership. We will be pleased to clarify any points you do not understand.

### 1. The Role of Blessed Services (UK) Ltd T/As BSL Nursing Recruitment

BSL is an employment business registered by CSCI as a Nurses Agency and Domiciliary Care Agency.

### 2. Assignments

BSL makes every effort to find Members suitable work but we make no guarantee that we shall always be able to do this. Assignments are made in accordance with the terms of this Agreement and the Terms of Business (copies of which are available upon request). The temporary worker must keep any appointments or arrangements that are made for them. The temporary worker who is unable to report for duty for any reason whatsoever must telephone the Office Administrator immediately so that every effort can be made to find a replacement. Under no circumstances may any other person be replaced without prior knowledge and agreement of the office administrator.

### 3. Criminal Records Bureau Checks

As the temporary worker's position involves regular contact with vulnerable Adults and children (under 18) an enhanced disclosure and/or POVA check will be obtained from the Criminal Records Bureau (CRB) by BSL before any assignment from BSL. Payment for the CRB will be recovered the temporary worker's first earnings with BSL.

### 4. Payment

The Temporary worker will be paid weekly on submission of signed time sheet by a representative of the Client/Service user. Wages are subject to CRB charges, PAYE Tax and National Insurance Contributions and any other deductions agreed by both the temporary worker and BSL.

### 5. Time sheets

Fully completed and signed time sheets by the temporary worker and client representative must be submitted to the office weekly, to arrive no later than Monday noon, in order for payment to be made on Friday. Failure to submit a completed and signed time sheet on Monday noon will result in delays in payment. To fulfil our record keeping obligations, hours worked will continue to be monitored on a time sheet basis.

### 6. Employment Status

The temporary worker is deemed to be an employee for the purposes of PAYE tax and Class One National Insurance Contributions. PAYE tax deductions will be made from the temporary worker's pay and National Insurance Contributions will be collected by BSL from both the Client (i.e. Employer's NICs) and the temporary worker (i.e. Employee's NICs). Because the temporary worker's "contracts" exist only for the period of each duty, and do not exist should he/she be unavailable for work for any reason or if there is no suitable work available. The temporary worker has no entitlement to Statutory Sick Pay. Members should make enquiries at their local DWP office with regard to sickness benefit.

### 7. Standards of Conduct

The temporary worker must at all times maintain the highest professional standard and comply with BSL policies and procedures. The temporary worker is also required to work to the policies, procedures and requirements of the organisation they are assigned.

### 8. Uniform

The temporary worker will be required to purchase and wear BSL uniform at all times. The only exceptions to this condition are (a) where the client provides their own uniform, or (b) where the client does not wish one to be worn.

### 9. Changes to Personal Details

The office Administrator must be notified immediately in writing of changes of address, telephone number and bank details. Failure to notify such changes may result in non receipt of correspondence, loss of assignments, or incorrect or non-payment of wages.

### 10. Incomplete Assignments

The temporary worker wishing to leave an assignment before its completion must inform the office administrator immediately. The office administrator will notify the client and provide suitable cover.

### 11. Termination of Membership

The temporary worker may terminate their employment with BSL at any time. If a Member wishes to take up any appointment with a Client introduced by BSL within 6 months of the termination of employment, the Member must notify the office administrator in writing as a fee will be due from the Client. Failure to inform BSL will jeopardise future work opportunities or result in termination of employment.

### 12. Client Care/Report

Changes in patients' mental and physical condition must be reported to the appropriate person. Detailed records must be kept in accordance with both Client and BSL requirements.

### 13. Availability

The temporary worker must inform the office administrator of their availability every Monday.

### 14. Paid Holiday

BSL 'holiday year' commences from 1 October to 30 September of every year, and the temporary worker are entitled to accrue 1 hour's paid holiday for every 17 hours worked starting from date of employment. In accordance with the Working Time Regulations, Members are obliged to give appropriate notice of their intention to take time off. Leave may not be taken or booked in advance of it being accrued. Accrued annual leave not taken within the holiday year will be lost.

### 15. Working Hours

In compliance with the implementation of the Working Time Regulations, working time should not exceed 48 hours per week (averaged over a period of 17 weeks) and BSL recommends this practice. However, the temporary worker may wish to waive this right, and should indicate their preference by ticking Yes/No in the box provided under clause 24 below. Working time shall include only the period of attendance at each individual assignment through BSL.

### 16. Daily Rest Period

The temporary worker should be provided with opportunity to take 30 minutes unpaid break during assignments of 6 hours duration or more. It is the responsibility of the temporary worker to ensure that this is taken in the course of work. The temporary worker is entitled to take 11 hours of consecutive rest per day. In circumstances in which flexible practice is required such as home care, sleepovers, hospitals, residential homes, prisons, etc. and there is no opportunity for rest break entitlement, this is permitted provided that an equivalent break or compensatory rest period is agreed at the convenience of the temporary worker and Client. However, where an agreement has been reached by collective means within the established workforce, the temporary worker will be bound by that agreement in relation to working hours. This will not entitle the temporary worker to any other benefits or provisions under such collective agreements.

# BSL NURSING RECRUITMENT

## TERMS AND CONDITIONS OF EMPLOYMENT

### 17. Shift Workers

The temporary worker is 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, clause 17 relating to rest period applies and an equivalent break or compensatory rest period must be agreed at the convenience of the temporary worker and Client and agreed weekly hours must not be exceeded.

### 18. Night Shifts

The temporary worker must complete a health assessment questionnaire prior to commencement of employment with BSL. Night duty hours must not exceed 9 hours in 24 hours, and this is averaged over a standard period of 17 weeks. (In certain circumstances, in which flexible practice is required, clause 16 relating to rest periods applies, and individual agreements between the temporary worker and office administrator 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 the temporary worker and Client).

### 19. Health

The temporary worker's employment with BSL is conditional upon a true statement of the details of their mental and physical health as set out in the medical questionnaire and declaration form, and upon the understanding that the temporary worker is in a state of good health when reporting for each and every duty. Failure to provide an accurate declaration of health or to update BSL office of any change could jeopardise employment.

### 20. Health and Safety

The temporary worker determines their working hours through accepting or refusing assignments offered. The temporary worker is individually responsible for ensuring their chosen working hours (including all work other than through BSL are compatible with their own health and safety at work and that of patients, clients and colleagues. The temporary worker has a personal responsibility to regard health and safety policies and fully co-operate with those in charge of the workplace and maintain a safe environment both for themselves, other staff and Clients. Often, this will involve working to establish health and safety practices, but private householders are unlikely to have such a detailed knowledge, so particular care is required when providing domiciliary care services. The temporary worker is also requested to report any communicable diseases to the office Administrator, even following termination of contract. This enables BSL to fulfil the obligation under RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations, 1995) to protect both Client and staff health and safety, whilst maintaining optimum confidentiality to all its employees.

### 21. Negligence

If the temporary worker is removed from an assignment or a complaint for misconduct or professional negligence is received, BSL reserves the right to withhold payment the temporary worker until the complaint is resolved.

### 22. Professional Negligence Indemnity Insurance

The temporary worker is advised to obtain their own Indemnity Insurance

### 23. Data Protection

BSL holds information on the temporary worker's personal details, bank details, ethnic origin, religious beliefs, and health and criminal records. This sensitive information is held for monitoring purposes only. However, we may use other, non-sensitive information supplied by you to occasionally send, or arrange to send, information, which we believe, will be of interest to government agencies. If you do not wish to pass on this non-sensitive information about you please mark the relevant box below

### 24. Identification

The temporary worker must carry their NMC PIN card (nurses only) and wear their BSL Nursing Recruitment I.D badge at all times whilst on duty, or on the client's premises; going to, or coming off, an assignment.

Please tick 1 box only for each question

<b>Working hours</b>	Yes, I may wish to work more than 48 hours per week
	No, I do not wish to work more than 48 hours per week
<b>Data Protection</b>	Yes
	No.

Member's Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
(PRINT NAME)

If you have any queries concerning these conditions, please contact BSL for further explanation. No variation to these conditions shall be valid unless confirmed in writing by a Director of Blessed Services (UK) Ltd T/As BSL Nursing Recruitment.

Should you have any specific comments, a copy of our comments and complaints procedure is available from BSL office.

BSL IS AN EQUALITY AND DIVERSITY EMPLOYER