

## **POLICY AND COMMITMENT**

This manual is intended to provide information, guidance and advice to help you, from your first day of employment, to make a full and fair contribution to the company, to know what is expected of you, and what you can expect in return, to explain the main principles of the company's objectives, standards and policy and where you can get further information. You should read this manual thoroughly and familiarise yourself with its contents.

The rules and procedures in this manual do not form part of your Terms and Conditions of Employment, and should be read in conjunction with your individual Employment Contract. You will be required to sign an acknowledgement to the effect that you have received and read this manual and that you agree to be bound by Medisort's Policies and Procedures as stated herein.

Additional instructions for drivers are contained in the "V001 Drivers Induction and Training Pack"

The contents of this manual are not exhaustive.

For further details contact your line Manager.

Contents

POLICY AND COMMITMENT .....	1
MEDISORT BUSINESS PROFILE.....	3
ENVIRONMENTAL, HEALTH AND SAFETY AND QUALITY MANAGEMENT POLICY .....	3
DUTY OF CARE .....	3
COMPANY RULES AND CODE OF CONDUCT .....	3
Code of Conduct .....	4
Code of Practice .....	4
INDUCTION AND COMPETENCE LEVELS .....	4
PERFORMANCE DEVELOPMENT PROCEDURE .....	5
ORGANISATION CHART (Q001 .10).....	8
PAY.....	8
TAX.....	8
CHANGES OF TERMS.....	8
HOLIDAY ENTITLEMENT.....	9
Other Leave.....	10
SICK PAY.....	10
MATERNITY AND PATERNITY LEAVE.....	12
CHILDCARE VOUCHERS.....	15
ACCIDENT AND INDUSTRIAL INJURIES, NEEDLE STICK INJURIES .....	16
PENSION .....	16
RETIREMENT.....	17
NOTICE.....	17
OTHER EMPLOYMENT .....	18
COMPANY VEHICLES AND PROPERTY DAMAGE .....	18
CONFIDENTIALITY .....	18
UNIFORM AND PERSONAL PROTECTIVE EQUIPMENT/CLOTHING .....	19
TRAINING .....	19
ACCIDENT AND EMERGENCY PROCEDURES .....	19
IMMUNISATION POLICY .....	21
FIRE PRECAUTIONS.....	22
CONDUCT & CAPABILITY PROCEDURE.....	22
GRIEVANCE PROCEDURE .....	25
ABSENCE CONTROL PROCEDURE .....	26
Return to Work .....	26
REDUNDANCY PROCEDURE.....	29
SEXUAL HARASSMENT AND OTHER DISCRIMINATORY BEHAVIOUR.....	34
SMOKING AT WORK .....	34
ALCOHOL AND DRUG ABUSE.....	35
EQUAL OPPORTUNITIES.....	35
COMPUTER AND DATA PROTECTION PROCEDURE .....	36
DATA PROTECTION .....	38
USE OF MOBILE TELEPHONES AND MOBILE COMMUNICATION DEVICES .....	39
PANDEMIC TRAVEL.....	41
LIST OF COMPANY OFFICES ADDRESSES AND TELEPHONE NUMBERS.....	41
EXCLUSION OF THIRD-PARTY RIGHTS.....	41
DECLARATION .....	41

## **MEDISORT BUSINESS PROFILE**

Medisort Limited is one of the country's contractors specialising in controlled regular collection and disposal of clinical waste produced by the country's NHS Acute and Primary Care Trusts. The Company collects at regular intervals from sites, including acute hospitals, doctors', dentists' surgeries, pharmacies, clinics and residential homes.

The Company works within a highly regulated industry where standards of care and observance of trading and operating conditions are an essential part of the working conditions. It is prerequisite that all members of staff work with a full understanding and commitment to the objectives and standards applied within the business.

For people with the drive, energy and ambition, the career opportunities are exciting – the company operates a policy of promotion from within, so whatever your job may be, there are opportunities for progression and you will be encouraged to work towards that achievement.

Medisort has its Head Office in Littlehampton, West Sussex and several vehicle storage areas across the country for our home-based drivers.

Medisort has developed its own clinical waste treatment facilities. There is a Waste Transfer and Treatment Facility in Littlehampton, West Sussex and Hillingdon, Uxbridge. There are plans to develop more of these around the UK over the next few years.

We strive to be an industry leader especially when it comes to developing new technologies. As a company, Medisort are unique, we have retained many of the positive aspects of being a small company as we have grown. Within our industry we are known to have impeccable customer service skills with the ability for our customers to be able to contact the same members of staff should they need to, rather than a call centre. Medisort employs the most up to date technology in the industry and continues to strive for improvements in everything it does, to maintain its leadership in the provision of Customer Service.

## **ENVIRONMENTAL, HEALTH AND SAFETY AND QUALITY MANAGEMENT POLICY**

Medisort Ltd has established and implemented an Integrated Management System incorporating Environmental, Health and Safety and Quality Management Systems to manage the risks associated with our premises and activities. These are fully detailed in the relevant Manuals that are available for inspection at any time. Please familiarise yourself with these documents and ask your line manager or supervisor if you have any questions.

## **DUTY OF CARE**

The 1990 Environment Protection Act plus amendments and supporting Regulations place specific duties on persons who produce and handle waste. A part of the Legislation is the Duty of Care requirements.

You will be given instruction at your induction on Duty of Care and how you are to assist the Company to comply with the Regulations. Failure to comply with the Duty of Care requirements is a statutory offence for the Company and may be a gross misconduct one for the individual.

## **COMPANY RULES AND CODE OF CONDUCT**

Medisort provides a dedicated, professional clinical waste collection and disposal service to a variety of customers. Medisort expects the highest standards of professional conduct from its staff. To this end, it has a framework of rules

supported by detailed policies and procedures, which are designed to protect the interests of customers, staff and the company alike.

### **Code of Conduct**

It is imperative staff adhere to all procedures and instructions given. You will also be required to comply with all applicable regulations, Legislation and the company's Health and Safety Policy. Full details can be found in Medisort's policies and procedures manuals. If you have any questions or queries, do not hesitate to ask your line manager.

### **Code of Practice**

In addition to the general responsibilities placed on everyone, the company also has detailed responsibilities placed on it by law, one of which is to identify the specific hazards and health and safety aspects of each type of job carried out by its employees. As a result of this process, Medisort has produced for all employees, Risk Assessments and lists of operating procedures.

## **INDUCTION AND COMPETENCE LEVELS**

This procedure defines:

- The procedure and agenda staff inductions.
- The required competency levels for the company specific business knowledge.
- On-going and development training identification, planning provision and review.
- Responsibilities for inductions and training.

It is a legal requirement that all new staff have an induction; it does not matter whether they are temporary or permanent. Induction training should last a period of months, not days, to allow the new team member a chance to assimilate all information.

### **DAY ONE**

On the first day the new team member will meet their line manager and the Compliance Trainer at a pre-agreed time and location. This will normally be the office of the depot that they are based in.

The manager will take copies of the candidate's eligibility to work in the UK. This can be:

- A United Kingdom passport describing the holder as a British citizen or as a citizen of the United Kingdom and Colonies having the right of abode in the United Kingdom.

Or two items from the list below:

- A document issued by a previous employer, which contains the National Insurance number of the person named in the document.
- a birth certificate issued in the United Kingdom, the Channel Islands, the Isle of Man or Ireland which specifies the names of the holder's parents; or
- a certificate of registration or naturalisation as a British citizen; or
- a letter issued by the Home Office, to the holder, which indicates that the person named in it has been granted Indefinite Leave to Enter or Remain in the United Kingdom; or
- An Immigration Status Document issued by the Home Office, to the holder, endorsed with a United Kingdom Residence, which indicates that the holder has been granted Indefinite Leave to Enter or Remain in the United Kingdom.

Details on visa and entry clearance requirements for certain nationals are available at the UK Visas website: <https://www.gov.uk/government/organisations/uk-visas-and-immigration>

Your manager will collect the required paperwork, and start a Personnel File, that will be held in the Personnel Department.

Photocopies of the following will also be needed:

- Driving Licence
- ADR
- Certificate of Business Insurance
- Passport or P45 and Birth Certificate

Certificates of Competence e.g. First Aid at Work, CPC, COTC

After this the new team member will shadow an experienced colleague to allow the new starter an opportunity to get a feel for the work that is undertaken. The new starter will not undertake any work, until they have the appropriate training.

At the end of the first day, the new starter should be given the opportunity to have a debrief to discuss:

- What was good about the day?
- What was not so good about the day?
- Do they have any questions about what they have seen today?

## **DAYS TWO**

The new starter will shadow their manager or Supervisor to learn about waste types, how to complete any relevant paperwork and use the company systems where they form part of their duties.

Day two will cover the practical aspects of their job function.

## **DAYS THREE - TEN**

The new starter will work alongside an existing member of staff, gaining experience and developing confidence about the way that we work and how to work safely.

During the induction the following checklist and training plan will be completed to enable the new team member to become competent. On completion it will be kept in the employee's personnel file.

The Manager will complete one or more of the following forms as appropriate, and keep a copy in your personnel file:

- P400 Medisort Competencies for Transfer and Treatment Station Staff.
- P401 Induction Plan/Checklist.
- P402 Knowledge Card and Action Plan.

## **PERFORMANCE DEVELOPMENT PROCEDURE**

The Company is committed to having a well-trained workforce and to this end encourages all personnel to reach their full potential. On joining the Company, the Line Manager will identify any shortfall in competencies and will arrange suitable training. Staff performance reviews will be undertaken. Training needs will be identified and of any training undertaken during the year will be reviewed. The whole procedure is described here so that manager and staff can see what is expected by the Company from both sides of the process.

### Reviewer's (Manager's) Short Guide

These guidance notes will help you prepare for your performance discussion with your employee.

#### The PDP

The performance development process (PDP) is designed to help you work with your staff to develop their performance. A vital part of that help is a focused, annual discussion (and interim discussions) during which you review what they have achieved and how they have worked and consider ways in which they can make further improvements.

Improved performance can sometimes come from just working harder, but it is more likely to be the result of changes in the way people work and the skills they deploy. The purpose of the discussion is for you to help them reflect on these issues and then decide how to develop their performance.

Reading this guide will help you think about relevant issues and so have a more useful discussion.

The issues it helps you think about are:

- your own views on this staff member's current performance;
- anything that might have helped or hindered their performance;
- changes that might help them achieve more;
- development activity with which you can help them.

Please note that the overriding emphasis of the PDP is on the development of their performance. It will not be used for conduct matters. Please regard the discussion as a 'pulling together' of routine performance discussions you have had with the staff member since the last formal review. Introducing new points, especially critical ones, would suggest a lack of routine performance management.

#### How to use the Reviewer's Preparation form P403

The questions are more useful to you if you regard them as prompts to your own thinking, rather than as requiring precise answers. So, answer them broadly. Jot down your thoughts and ideas and bring them to the discussion with you.

#### What happens next?

Agree a time and place for the discussion, giving the reviewee and yourself sufficient time to prepare (about two weeks). You will then meet to discuss the reviewee's performance. During that discussion, you will complete the Objectives and Deliverables in BreatheHR to ensure:

- an accurate summary of their current performance.
- how they will continue to develop it.

Please remember two vital points:

1. The object of the discussion is **not** to complete the form. It is to discuss, explore and understand each other and to reach shared conclusions about the reviewee's performance and the actions you will both take to develop it. The form is simply a useful framework and a convenient record.

2. Reviewee's commitment to performance-development activity is rarely achieved when they feel ideas have been imposed on them. So, while you are the final arbiter of performance standards, you will achieve more if you adopt a coaching approach to the discussion.

### Other questions?

Please contact your line manager if you have any questions or want to arrange training on performance development.

### Reviewee's (Employee's) Short Guide The performance development process

The performance development process (PDP) is designed to help you develop your performance with help from your manager. A vital part of that support is a focused, annual discussion (and interim discussions) during which you review what you have achieved, how you have worked and consider ways to make further improvements.

Improved performance can sometimes come from just working harder, but it is more likely to be the result of changes in the way you work and the skills you use. The Reviewee's (Employee's) Preparation Form (P404) will help you think about issues such as the following, and so have a more useful discussion:

- your own views on your current performance and what others might think of it;
- anything that might have helped or hindered your performance;
- changes that might help you achieve more;
- what you have learned since your last PDP discussion and how you have used that learning;
- what you would like to learn to enhance your performance further or to enhance your career prospects.

The overriding emphasis of the PDP is on the development of your performance. It will not be used for discussing conduct matters.

### How to use this form

The questions are more useful to you if you regard them as prompts to your own thinking, rather than as something requiring a precise answer. So answer them broadly.

In addition to thinking, you will find it useful to remind yourself of your objectives and job description as a whole, to review your personal development portfolio and to look at any third-party feedback forms you have requested.

Jot down your thoughts and ideas on the form and bring it to the discussion with you (but remember, you do not have to show it to anyone if you prefer not to).

### What happens next?

Your manager will agree a time and place for the discussion, giving you sufficient time to prepare (about two weeks). You will then meet to discuss your performance. During that discussion, you will complete the Objectives and Deliverables in BreatheHR to ensure:

- an accurate summary of your current performance;
- how you and your manager will continue to develop it.

### Other questions?

Please contact your line manager if you have any questions or want to arrange training on performance development.

## ORGANISATION CHART (Q001 .10)

These are displayed on BreatheHR and show reporting structure as explained during your interview and induction.

## PAY

The remuneration of all employees is paid directly into a bank or building society account of your choice. This may be weekly or monthly depending on the Employment Contract. From time-to-time errors may occur; such mistakes should be reported immediately to your manager so that the appropriate steps can be taken to remedy the fault.

The Company has the right to deduct from your pay any sum which you owe to the Company including, without limitation, any overpayment of pay or expenses, loans made to you by the Company, or any other item identified in your written statement and/or this Personnel Manual as being repayable by you to the Company.

Remuneration will be reviewed annually on 1st June. However, the Company cannot guarantee an annual pay increase.

### Pay for trial day

We believe it would be unfair to pay nothing for work but also understand that working in the healthcare waste industry is not for everyone. During your first day, you will be shadowing a colleague and being introduced to the waste types that you may encounter during your time at Medisort. At the end of your first day, you and your supervisor will discuss progress and mutually agree if you are to continue. If the decision is that you will not return to work, then no payment will be made. If you do return, then payment will be made for the first week at the prevailing National Minimum Wage rate. All further work will be paid at the agreed rate for the job.

## TAX

PAYE and other statutory deductions are handled by: HM Inspector of Taxes,  
The Triad  
Stanley Road  
Bootle  
Merseyside L75 2YY

Employer PAYE Reference: 083/YA45436

## CHANGES OF TERMS

You agree that the Company has the absolute right to change any of your terms and conditions of employment at any time and for any reason upon the giving of statutory or contractual notice whichever is the longer. Any changes or amendments to your terms and conditions of employment will be confirmed in writing within one month of them occurring.

Changes in personal circumstances of employees must be kept updated to inform next of kin of any accidents, wages or taxation purposes. A form can be obtained from your manager for this purpose.

### Trades unions

There are no collective agreements affecting your terms and conditions of employment.

### Place of Work

The Company reserves the right to require you to perform other duties and work in other departments and locations from time to time, and it is a condition of your employment that you are prepared to do this.



**Hours of Work**

Every attempt will be made to ensure your continuing employment. However, in the event that the Company is faced with a shortage of work or is unable to provide you with work for any other reason measures such as temporarily placing you on short-time working or laying you off from work may apply; in these circumstances you will be paid for those hours worked, or in accordance with the statutory guarantee pay provisions.

**HOLIDAY ENTITLEMENT**

When employees are absent from work, authorised or not, Managers are required to ensure sufficient cover is available to service our client’s requirements and maintain safe working conditions. All employees are required therefore to comply with the procedures relating to leave and absence, as they are crucial to the satisfactory operation of the business. It is of the utmost importance that sufficient notice is given to enable arrangements to be made to cover your duties. Where too many employees require the same holiday period, which if granted would impair the efficiency of the business, holidays will be granted on the basis of first request, first granted. Only one member of a two-person team will be granted holiday at any one time. As a general rule, holiday cannot be booked around a bank holiday weekend. At busy times your leave may be scheduled; you will be informed if this applies to you and if you will need to book your leave in advance of this period.

In accordance with the Working Time Regulations 1998, your holiday entitlement includes your statutory basic, which is four weeks of your working week and statutory additional which is 1.6 weeks of your working week. If you are scheduled to work on any of the holidays listed below you will be required to work and will be paid at the appropriate rate and those untaken public/statutory holidays will be offered in lieu. If a bank/public holiday falls on a day when you are not normally scheduled to work, you are not entitled to any additional payment or time off in lieu.

New Year's Day	Spring Bank Holiday
Good Friday	August Bank Holiday
Easter Monday	Christmas Day
May Day Bank Holiday	Boxing Day

In your first and last year of employment, your holiday entitlement will be calculated on a pro rata basis according to the proportion of the holiday year in question during which you have been employed (to the nearest half-day and assuming that holiday entitlement accrues at an even rate from day to day).

Paid holiday entitlement for part-time employees who work less than five days per week, is calculated on a pro-rata basis each year. This may amount to fewer actual days of paid holiday than a full-time team member would get. Example: A person works 3 days a week, their leave is calculated by multiplying the full-time entitlement (including Bank/public holidays) by 3/5, rounded up to the nearest whole day, which comes to (20 + 8) x 3/5 = 17 days of annual paid leave.

Generally, you will only be permitted to take a maximum of two weeks holiday at any one time. All holidays must have prior approval and authorisation. Requests for holidays should be submitted to your manager or Supervisor at least four weeks prior to the start of the required holiday period. The Company will respond as soon as possible to your request for holiday. No responsibility will be accepted for monies lost as a consequence of your failure to comply with this procedure. Please do not book holidays in advance of approval by your manager. Medisort will not be responsible for financial deposits lost due cancellation of your holiday. Your manager may have to refuse your leave due to insufficient notice given or other operational reasons.

You should usually receive the same pay while they are on annual leave as you normally receive while at work.

Unused holiday entitlement cannot be carried forward into the next holiday year. The company will not reimburse you financially for any holiday entitlement not taken.

Should you be incapacitated for work during any period of pre-booked holiday (whether in whole or in part) the Company may in its absolute discretion reimburse the period of holiday entitlement lost due to incapacity and instead pay you Statutory Sick Pay ('SSP') for your period of sickness absence, provided you meet the qualifying conditions for SSP, you fully comply with your contractual obligations relating to reporting sickness absence and your absence is properly certified.

Employees accrue holiday entitlement during the statutory Ordinary Maternity/Adoption Leave periods. Where employees qualify for Additional Maternity/Adoption Leave, holiday entitlement does not accrue during these periods but will recommence immediately upon return to work. However, the Company will ensure that the statutory minimum holiday entitlement obligations have been met.

Where you have outstanding holiday entitlement, upon termination of your employment, you will normally be required to take leave during any period of notice given to or by you. If at the date of your termination, you still have holiday owing to you, payment will normally be made for all unused accrued holiday entitlement. If you have taken more annual holiday entitlement than you have accrued during the holiday year, the balance will be deducted from any outstanding pay. Payment for holidays in these circumstances will be made on a pro-rata basis to your service in the current holiday year.

Where termination of your employment is due to gross misconduct or where the full contractual notice period is not served and worked, unused holiday pay will not be paid, apart from any payment required to meet the statutory minimum holiday obligations.

Leave must be applied for using the Medisort Holiday request procedure (P405)

### **Other Leave**

There are circumstances where 'Other Leave' may be appropriate. Please refer to P021 Other Leave Procedure for full guidance on this.

### **SICK PAY**

This procedure is designed to protect both the company and the employee's interests; it is also to ensure the sickness provisions are not abused to the detriment of fellow workers. Therefore, individuals who attempt to take unjustified advantage may be subject to capability & conduct proceedings.

If you fall sick, you should ensure that your Line Manager is informed before your contractual/normal start time, on the first working day of being ill. Notification must be made by telephone, text, WhatsApp or other means, and must be by the employee.

If your sickness only last's 1 day, you must ensure that you contact your Line Manager by 15.00 that same day to inform them of your intention to return to work the following day to allow adequate time for planning work commitments and cover.

If the period of sickness is to exceed 1 day, then you are to inform your manager as soon as possible, for each subsequent day that you will not be coming to work. If you have been signed off work by your General Practitioner, it will not be necessary to call in everyday but your Line Manager must be in receipt of your completed sick form.

If you are sick for a total of 7 days or fewer, your manager will complete a Self-Certification form on BreatheHR (P406).

If you are sick for more than 7 days – including weekends – you MUST provide a medical certificate.

If you fall sick immediately prior to, or following a period of leave or statutory holiday, we require a medical certificate. You must also inform your manager at the earliest opportunity.

Failure to inform your manager of your return on a timely basis may mean your work may be allocated to another person and you may be sent home unpaid.

Payments for periods of absence due to sickness will be made in accordance with the current Statutory Sick Pay Scheme where applicable.

At any time during employment, the Company reserves the right to require you to undertake a medical examination by a GP and/or Specialist appointed by the Company.

### **Cosmetic surgery**

Cosmetic surgery is where a person chooses to have an operation, or invasive medical procedure, to change their physical appearance for cosmetic rather than medical reasons. It is rarely available through the NHS, primarily taking place in the private sector. There must be overriding physical or psychological reasons for considering it as a treatment option and therefore qualifying for sick pay.

### **Uncertified or Unexplained Absence**

If you take unscheduled absence, your manager will write to you to enquire why: If no satisfactory reply is received within one week a further letter will be sent to you recorded delivery referring to the previous letter. These letters will request a medical certificate to cover the whole period of absence or an acceptable explanation. A date for your return will be stated in the letter. If you have not returned to work by that designated date you will have been deemed to have voluntarily terminated your employment. Following these actions, you will have no right of appeal.

Should you return to work within the stated times but are unable to provide an adequate reason for your absence, you may be subject to corrective action.

The procedures you must follow in the event of periods of absence from work due to sickness are set out above.

### **Industrial Injury**

Payment for periods of absence because of an industrial injury at work payments will be made as follows:

A maximum of two weeks full pay plus two weeks half pay.

As with SSP, the notification procedure must be followed to qualify for payment.

The Company reserves the right at its discretion at any time to withdraw or amend this benefit if your absence, or that of employees generally, is excessive and to take corrective action where appropriate.

### **Bereavement Leave**

Up to three days paid bereavement leave will be granted on the death of close family members as listed below:

- Parent
- Child
- Grand Parent
- Sibling
- Partner

### **Jury Service**

There is no automatic entitlement for pay while on Jury service as you will receive compensation from the Court as a contribution to expenses and loss of earnings. In the event you are called for jury service, you should immediately inform your supervisor, who will advise you of the correct procedure.

## **MATERNITY AND PATERNITY LEAVE**

### **Maternity Provision Entitlement**

This policy applies to all staff, regardless of their length of service and their entitlement to statutory maternity benefits.

(A member of staff who is the prime carer and adopts a child aged under 5 shall have the right to receive leave equivalent to maternity leave; the arrangements for leave for a member of staff who adopts a child aged over 5 shall be at the discretion of the relevant Director, but will be no less than the statutory provision).

### **Maternity Leave Period**

All staff are entitled to 26 weeks Ordinary Maternity Leave and a further 26 weeks Additional Maternity Leave.

Maternity leave should normally commence no earlier than 11 weeks before the expected week of birth and must extend to at least two weeks after birth.

A member of staff may choose not to begin her maternity leave until shortly before the birth. If the baby is born before she has begun her maternity leave, the maternity leave and pay commences on that earlier date.

A member of staff who is absent from work due to illness unrelated to pregnancy can remain on sick leave until she starts maternity leave on the date previously notified on her application form.

However, if a member of staff is on sick leave because of a pregnancy-related illness at the beginning of the fourth week before the expected week of birth, she will commence her maternity leave on that date and will transfer from sick pay to maternity pay; if she becomes sick with a pregnancy-related illness after the beginning of the fourth week before the expected week of birth, her maternity pay and leave will commence on the first day of illness.

If the baby is born before the 11th week before the expected week of birth, the maternity leave and pay commences immediately. Staff should inform the relevant manager as soon as possible after the birth.

Please note that the timing of the commencement of maternity leave given above relates to statutory maternity leave.

### **Statutory Maternity Pay**

A member of staff will receive Statutory Maternity Pay (SMP) only, if eligible. The payment during the first 6 weeks of leave will be 90% of the average weekly earnings, then the lesser of SMP or 90% of the average weekly earnings for the remaining 33 weeks. If she is not entitled to Statutory Maternity Pay, the salary payable will be reduced by the amount of Maternity Allowance (MA) which she is entitled to receive. A member of staff not eligible for the Statutory Maternity Pay shall be deemed to be eligible for the Maternity Allowance unless she shows proof to the contrary.

A member of staff may, by agreement with their Head of Department, undertake up to 10 days' work under their contract of employment without losing any SMP or MA.

Payment will normally be made on the member of staff's normal pay date and at her normal pay interval.

### **Recourse to Grievance Procedure**

A member of staff who is dissatisfied with any decision made in respect of her maternity rights will have recourse to the relevant grievance procedure.

### **Risk Assessment**

Risk assessments of working environments at Medisort are routinely carried out in order to be able to protect the safety of mother and child for any member of staff who may become pregnant. Should her working environment or duties pose a threat to her health and safety, her duties will be modified or alternative work of a suitable nature will be found for her. Should this not be possible she will be suspended from work on full pay on medical grounds. Further advice can be obtained from Departmental Manager.

### **Ante-natal appointments**

A member of staff will be entitled to time off with pay in order to attend ante-natal appointments, which may include classes. The relevant manager may require her to produce an appointment card from her clinic.

### **Maternity Procedure**

#### **Notification**

A member of staff should give notice of her intention to take maternity leave by the 15<sup>th</sup> week before her expected week of childbirth of her intended date of commencement unless this is not reasonably practicable, in which case she should give as much notice as is reasonably practicable. She may subsequently change her mind about when she wants to start her leave providing she gives at least 28 days notice (unless this is not reasonably practicable) in which case she should give as much notice as is reasonably practicable.

An application form for maternity leave will be made available. When returning the form, the applicant should submit to the appropriate manager a formal certificate from a doctor or midwife stating the expected week of childbirth.

#### **Grant of leave**

On receipt of the formal application the Departmental Manager will write to the applicant granting leave, informing her of the last permissible date for return from maternity leave. If she wishes to return earlier than this date, she should give 8 weeks' notice of her intended date of return.

#### **Benefits during leave**

During the maternity leave period (paid and unpaid) the contract of employment continues in force. All the terms and conditions of the contract continue with the exception of stipend or salary. Continuity of service maintained, and any standard incremental progression which may take place during the maternity leave period (paid or unpaid) will be implemented.

Annual leave entitlement will accrue during the paid maternity leave. Annual leave so accrued should normally be taken before the member of staff returns to work, and this would normally be achieved by restoring her to the payroll the appropriate number of days prior to her date of return. Exceptionally the leave may be taken within three months of returning to work.

A member of staff has the right to return to her previous post if she returns to work at the end of her maternity leave period. Should she take additional, unpaid maternity leave, she will normally return to her previous post; however, if that should not be feasible, she is entitled to return to work on terms and conditions no less favourable than those which applied before her maternity leave. Should a redundancy situation arise which could affect the post of a member of staff on maternity leave, she will be consulted about the continuation of her employment, and if her post becomes redundant she will be offered any suitable alternative vacancy which is available.

#### **Notification of return to work**

If a member of staff intends to return to work at the end of her maternity leave period she is not required to give notice of her return; if she wishes to return earlier she should give 8 weeks' notice of her intention to returning ; if she gives less than 8 weeks' notice, her maternity leave may be extended for 8 weeks after the date of giving notice of return, to allow her Line Manager to make any necessary arrangements.

Although there is no legal requirement for employees to give advance notice of their intentions to return at the end of the maternity leave period, a member of staff who intends to do so is urged to keep her Head of department informed of her intentions so that appropriate cover arrangements can be made and workloads can be planned.

#### **Non-returning work**

If a member of staff is unable, because she is medically unfit to work, to return to work at the end of her entitlement to maternity leave, she should submit medical certification in the usual way and she will then transfer from maternity leave to sick leave. Subsequently the normal sickness procedures will be followed.

#### **Return to work**

If a member of staff wishes to discuss any change in working arrangements on her return to work, she should contact her Line Manager at the earliest opportunity and not later than 8 weeks before she returns to work. Any agreement to a change in working arrangements (e.g., to work part-time) will be considered on the basis of the operational requirements of the department.

#### **Statutory entitlements on return to work**

##### **Emergency leave**

All employees have a statutory right to short periods of unpaid leave in order to make arrangements to deal with family emergencies. In addition to this statutory provision Heads of Departments have discretion to grant compassionate leave where circumstances justify so doing.

##### **Parental leave**

All employees who have a year's service have a statutory right to parental leave.

##### **Flexible working**

Medisort will give serious consideration to requests to work flexibly from employees with parental responsibility of children aged 16 and under, and disabled children under 18 as well as carers of certain adults. To make a request, employees must have worked continuously for Medisort for at least 26 weeks.

Employees have to make a written application. Your manager will meet within 28 days to discuss your request. We will write to you with our decision within 14 days. Medisort will only refuse such a request if there are business grounds (or reasons) for our decision. We will explain why the business reasons apply, e.g., the work pattern cannot be accommodated, in the circumstances and provide details of your right to appeal against our decision. In these circumstances, you have a further 14 days to appeal.

The change to the working pattern is assumed to be permanent, unless agreed otherwise.

### **Paternity Leave and Pay**

If your partner is having a baby, adopting a child or having a baby through a surrogacy arrangement you may be entitled to choose to take either one week or two consecutive weeks' paternity leave (not odd days) if you:

- have been continuously employed for at least 26 weeks by the 15<sup>th</sup> week before the Expected Week of Childbirth (EWC) or by the week in which an Approved Adoption Agency matches you with a child; and
- have given notice of your intention to take the leave in or before the 15<sup>th</sup> week before the EWC specifying the EWC, length of period you have chosen to take and the date you have chosen the leave to begin.
- You will be paid for this leave at the statutory rate or 90% of your average weekly earnings if this is less.

### **Shared Parental Leave**

You may be able to get Shared Parental Leave (SPL) and Statutory Shared Parental Pay (ShPP). If you're eligible for SPL you can use it to take leave in blocks separated by periods of work, instead of taking it all in one go.

To start SPL or ShPP the mother must end her maternity leave (for SPL) or her Maternity Allowance or maternity pay (for ShPP). If she doesn't get maternity leave (but she ends her Maternity Allowance or pay early) her partner might still get SPL.

If you're adopting, then you or your partner must end any adoption leave or adoption pay early instead.

If you're eligible you can take:

- the remaining leave as SPL (52 weeks minus any weeks of maternity or adoption leave)
- the remaining pay as ShPP (39 weeks minus any weeks of maternity pay, maternity allowance or adoption pay)

If neither of you is entitled to maternity or adoption leave then SPL will be 52 weeks minus any weeks of maternity pay, Maternity Allowance or adoption pay.

You can share SPL and ShPP between you if you're both eligible.

### **Leave for antenatal appointments**

You can take unpaid leave to accompany a pregnant woman to 2 antenatal appointments if you're:

- the baby's father.
- the expectant mother's spouse, civil partner or in a long-term relationship with her
- the intended parent (if you're having a baby through a surrogacy arrangement)

### **CHILDCARE VOUCHERS**

With effect from 1 November 2013 Medisort will be introducing a Childcare Vouchers scheme. Childcare vouchers

are a government endorsed salary sacrifice scheme designed to help parents afford high quality childcare. Childcare vouchers can be used for many kinds of childcare, ranging from nurseries and childminders through to out-of-school activities, breakfast clubs and afterschool care for older children. This scheme is available to all employees.

Medisort will provide vouchers to cover some or all the cost of childcare, free of tax and National Insurance Contributions if qualifying conditions are met. The qualifying conditions are that:

- The childcare is either registered or approved;
- The child is:
  - o a child or stepchild of the employee at whose expense, either in full or in part, the child is maintained; or
  - o resident with the employee and for whom the employee has parental responsibility.

A child qualifies up to 1 September after their 15th birthday (or 1 September after their 16th birthday if they are disabled)

The voucher exemption applies to each individual employee, not per household or number of children. If you would like to take part in this scheme, send a written request to your manager, setting out the value of the vouchers you require and confirmation that the qualifying conditions above are met. If approved, form P004, Childcare Voucher will be issued to you each month.

## **ACCIDENT AND INDUSTRIAL INJURIES, NEEDLE STICK INJURIES**

No employee, whose absence is a result of industrial injury, will be allowed to return to work until they have been certified fit to do so by a medical practitioner, advisor or persons' own GP.

Your manager will record your return to work on BreatheHR.

## **PENSION**

Automatic enrolment occupational pension scheme: The Company operates an occupational money purchase pension scheme and, in compliance with the employer pension duties under the Pensions Act 2008, you will be enrolled as an active member of this scheme (or such other registered pension scheme as may be established by the Company to replace the scheme) three months after the start of your employment. You will be subject to the trust deed and rules of the scheme as are in force from time to time and HM Revenue & Customs requirements. The Company reserves the right to vary, amend or withdraw the scheme, or any of its rules or benefits, at any time. Full details of the scheme, including the rules, conditions of eligibility and the rates of contributions and benefits, will be sent to you.

If it is the case (due to your age and/or earnings) that you are a non-eligible or entitled worker, you will not automatically be enrolled into the occupational pension scheme. However, your right to opt into a scheme will be provided to you, and if you opt in, at that time full details of the scheme, including the rules, conditions of eligibility and the rates of contributions and benefits, will be sent to you.

You will pay such contributions to the scheme as may be required by the rules of the scheme from time to time and the Company will also pay such contributions to the scheme as may be required by the rules of the scheme from time to time. Any Company and employee contributions paid, or the minimum rate at which benefits build up, will be sufficient to maintain the scheme's status as a qualifying scheme for the purposes of the Pensions Act 2008. Your contributions to the scheme will be deducted from your salary and paid into the scheme.



## RETIREMENT

The Company does not operate a normal retirement age and therefore you will not be compulsorily retired on reaching a particular age. However, you can choose to voluntarily retire at any time, provided you give the Company the required period of notice of termination of your employment as set out in clause 4.2.

## NOTICE

Your employment, subject to statutory restrictions, may be terminated by notice. Until the end of any probationary period, your employment may be ended either by you giving the Company or by the Company giving you one week's written notice.

After 1 month's service you are required to give the Company 4 weeks' notice to terminate your employment. You are entitled to receive the following periods of notice from the Company: Over 1 month but less than 2 years' continuous service - 2 weeks. More than 2 years' continuous service - 1 week for each complete year of service to a maximum of 12 weeks after 12 years.

The Company will not be obliged to provide you with work at any time after notice of termination shall have been given by either party and the Company may, in its absolute discretion, pay your salary entitlement in lieu of all or any part of the unexpired period of notice (subject to deduction at source of income tax and applicable national insurance contributions). Any such payment will consist solely of basic salary as at the date of termination and, for the avoidance of doubt, the payment in lieu of notice shall not include any element relating to any bonus or commission payments that might otherwise have been due, any payment in respect of benefits which you would have been entitled to receive or any payment in respect of any annual leave entitlement that would have accrued during the period for which the payment in lieu is made. You have no right to receive a payment in lieu of notice instead of working your notice period unless the Company exercises its discretion to pay you in lieu under this clause.

The Company reserves the right, at its absolute discretion, to place you on garden leave for all or any part of your notice period. Whilst on garden leave, you will remain bound by all the terms of your Contract of Employment, but will not be permitted to attend the workplace. You shall, however, remain available for work during your normal working hours should the Company require your services or otherwise need to contact you. During any period of garden leave, you will not be entitled to perform any work for any other employer (or in any capacity of self-employment), until your contractual notice period has expired. You will be paid your normal salary and benefits up to the date of the termination of your employment, except that you will not receive any bonus or commission that is dependent on work being undertaken or sales or leads being generated.

4.4 If you leave without giving the proper period of notice or leave during your notice period without permission:

- you will not be paid for any unworked period of notice; and
- the Company shall also be entitled to make a further deduction as follows:
  - a. The deduction will not exceed the actual loss suffered by the company because of your leaving without notice (for example, the cost of recruiting a replacement at short notice)
  - b. The deduction will not exceed a day's pay for each day not worked during the notice period.

This deduction may be made from any final payment of salary which the Company may be due to make to you. The amount to be deducted is a genuine attempt by the Company to assess its loss as a result of your leaving without notice. It is not intended to act as a penalty upon termination.

By mutual agreement, notice periods may be waived. The Company has the right to terminate your employment without notice or payment in lieu of notice if you commit a fundamental breach of contract.

### **OTHER EMPLOYMENT**

You are required to devote the whole of your time, attention and abilities during your hours of work to your duties with the Company and may not undertake any other work during this time.

You may not without the prior consent of the Company (which will not be unreasonably withheld) engage in any business or employment which is similar to or competitive with the business of the Company, or which could be considered to impair your ability to act at all times in the best interests of the Company, outside your hours of work for the Company.

If you do engage in any other employment, you must notify the Company in writing of hours worked elsewhere to enable the Company to comply with its statutory obligations.

### **COMPANY VEHICLES AND PROPERTY DAMAGE**

Private motoring costs are not met by the Company. Private use of company vans or lorries is prohibited.

All company vehicles are supplied with a dedicated fuel card, which must be used when purchasing fuel for that vehicle. You are responsible for ensuring the filling station accepts the card you have BEFORE drawing fuel. You must fill with standard fuel, NOT premium, and at a bunker site where the company has negotiated preferable rates and you must provide an accurate odometer reading to the cashier for inclusion in the bill. Failure to comply will result in you being charged for any difference in cost incurred.

Where any damage to any property is due to your negligence or lack of care, the Company reserves the right to insist on you paying the first £300 of any claim on our insurers. The appropriate deductions will be made from your pay in such circumstances. Payment will be calculated over a period of up to 26 weeks from the incident date, to ensure no more than 10% deduction of your gross pay, or in circumstances of leaving the Company's Employment final payment will be deducted from any payments that the Company may owe to the employee. Where the Company has to pay a higher than normal insurance premium due to your poor claims record or previous driving convictions, the Company reserves the right to charge the excess premium to you.

You are required to keep your vehicle clean and must wash it at least once per week.

### **CONFIDENTIALITY**

You must not disclose any secrets or other information of a confidential nature relating to the Company or its business, or in respect of any obligation of confidence which the Company owes to any third party, during or after your employment except in the proper course of your employment or as required by law.

Any documents or tangible items which belong to the Company or which contain any confidential information must not be removed from the Company's premises at any time without proper authorisation and must be returned to the Company upon request and, in any event, upon the termination of your employment.

If requested by the Company, all confidential information, other documents and tangible items which contain or refer to any confidential information, and which are in your possession or under your control, must be deleted or destroyed.

## UNIFORM AND PERSONAL PROTECTIVE EQUIPMENT/CLOTHING

Where appropriate to your job, the Company will provide you with a uniform and protective clothing, which you must wear as instructed while carrying out your duties. Failure to comply with this requirement may result in corrective action being taken.

PPE is chosen with specific tasks in mind and to meet certain designated standards. It is therefore wholly unacceptable to substitute PPE, in doing so you are increasing the likelihood that you will be injured at work, you may also leave yourself in a position where Civil Action is taken against you.

The Company will replace such items damaged due to normal wear and tear free of charge. However, you will be responsible for the cost of replacement should replacement be necessary as a result of your own negligence or lack of reasonable care.

You agree that on termination of your employment if you fail to return your uniform/protective clothing, or should it be returned in an unsatisfactory condition, the cost of replacement, or a proportionate amount of this, as decided by the Company, will be deducted from any final monies owing to you, or you will otherwise reimburse the Company.

Office staff are required to dress appropriately. No members of staff are permitted to wear shorts while working.

## TRAINING

The Company will provide you with training for you to be able to work safely and effectively.

It may sometimes be appropriate for you to attend external training course; in which case the Company will pay the fees. However, if your employment is terminated for any reason other than redundancy within the periods declared below then you will need to repay the following amounts:

Within 1 year of qualifying	100% of the cost
Within 2 years of qualifying	50% of the cost

Where skill or comprehension is assessed through examination, you will have up to two opportunities from undertaking the course to re-sit the examination. If you are still unable to gain a pass mark your employment with the company will be reviewed on the grounds of competence.

Training may be arranged for you outside of your normal working hours, e.g. rest days, due to the operational needs of the business. If this is to happen, you will be given at least two weeks notice. Training is provided for you to be able to carry out your duties safely and is in some circumstances compulsory for continuance of your employment with the Company. Under normal circumstances, two opportunities for Compulsory Training Dates shall be given, of which one must be attended. Failing to attend Compulsory Training may result in termination of your employment.

## ACCIDENT AND EMERGENCY PROCEDURES

### Accidents at work (Non – Road Traffic accident)

Any accident or injury sustained on duty, however trivial it may appear at the time should be reported to your supervisor or Manager, along with the names and addresses of any witnesses. The Accident book must be completed. If appropriate the Manager will arrange for an investigation to be undertaken.

If the accident causes you to be off work your manager must be informed. Delay or failure in reporting an accident or injury may prejudice any claim you later decide to make.

**Accidents at work (Road Traffic accident)**

See Drivers Manual for actions to be taken.

**First Aid**

If you are injured or taken ill during working hours, you should seek first aid from the nearest person qualified in first aid.

You should familiarise yourself with this person's identity, a list of persons qualified in first aid is placed on noticeboards.

**Needle-stick injuries**

Although relatively rare, puncture wounds from discarded hypodermic needles are increasingly an occupational health hazard faced by Medisort employees in a variety of circumstances. A number of precautions and an emergency procedure must be followed. The main hazards are cuts, piercing injuries and possible transmission of diseases such as hepatitis A, B, C (HBV), Polio, Tetanus and HIV.

Although Medisort's customers are advised about properly disposing of waste, there is a small general risk of exposure to needles placed incorrectly in bags instead of the correct sharps boxes. Remember:

- Carry bagged waste from the neck of the bag if possible.
- Take care when clearing up waste from split containers/bags.
- Wear needle stick gloves.
- The direct handling of needles should be avoided. If this is not possible pick up the needle by the thick end wearing gloves. The needle should then be placed in an appropriate sharps box.

**Emergency procedure**

Any operative sustaining a needle stick injury must immediately seek medical assistance by going directly to the nearest hospital Accident & Emergency / Casualty Department. Advice will be given by the hospital about vaccinations against hepatitis B and blood tests for other diseases.

You must tell your line manager immediately.

Operatives suffering a needle stick injury should encourage bleeding as this is believed to reduce the risk of infection.

You are required to take photographs of the waste implement that has caused your injury and any identifying labels on the waste containers such as ward name, cp number, and nurse's name. These will help us work with the site to prevent future re-occurrences.

**Polio and Tetanus**

Are unlikely to be transmitted by needle stick injury, but can gain entry into the body through abrasions or small cuts. Vaccinations against Tetanus and Polio are freely available on the NHS from GP's and all employees are encouraged to ensure that these vaccinations are kept up to date. All cuts and abrasions should be kept covered and appropriate gloves worn. If after any injury to the skin the status of the injured person's tetanus vaccination is not known the person should have a "Booster" vaccination as soon as possible.

### **Hepatitis A Virus**

This organism is not transmitted by needle stick but is spread by the faecal / oral route. This means dirty hands or fingers being put into or coming into contact with the mouth. Prevention is therefore by wearing gloves and observing normal standards of hygiene such as washing hands before eating or smoking. Even with these precautions there is a risk of Hepatitis A developing in persons handling refuse. However, it is a mild condition and 60% of the population will have developed anti-bodies by middle age without ever showing symptoms or ill-health effects. Raw untreated sewage is frequently contaminated with Hepatitis A and anyone coming into contact with it on a regular basis should consult their GP. However, Medisort employees will not generally be exposed to this – this would apply to sewer maintenance employees rather than waste collectors.

### **Hepatitis B Virus (HBV)**

This can be transmitted by needle-stick and only a small quantity of blood is required to carry the infection to the injured party. The chances of any contaminant in the needle containing HBV are unknown, but if it is assumed that all needles are carrying HBV (which they are not) then the risk of transmission following a significant needle-stick is 1 in 3. Prevention is by normal hygiene and the precautionary measures outlined above.

### **Hepatitis C Virus**

There is no immunisation against this virus. The only preventive measures lie in the guidance previously given.

### **HIV**

There is a mistaken perception that the greatest danger from a needle stick injury is the transmission of HIV. In fact, the risk of transmission of HIV from a needle stick is very much smaller than the risk of HBV. Assuming all needles are infected with HIV (in fact only a very small percentage are then the risk of transmitting the virus to the injured party is still only 1 in 300. In other words, if a needle known to be infected with HIV was deliberately stuck into an employee, then only once in 300 such jabs would result in the virus being transmitted.

There is no immunisation against HIV and the only protection lies in the precautionary measures previously discussed. Where employees are concerned at the risk following a needle stick injury, blood tests will be required at the time and 6 weeks later. This service, together with counselling is available from the NHS at no cost to the employee.

## **IMMUNISATION POLICY**

All personnel handling clinical waste are required to be immunised, at Medisort's expense, for Tetanus, Hepatitis B, Polio and BCG.

Records of immunisations will be kept in the employee files. These files will be regularly audited to ensure that no immunisation goes out of date.

Team members are responsible for making arrangements with their GP to have the necessary immunisations and boosters. They should ask the GP's surgery to invoice Medisort for the cost of treatment.

If you have difficulty in obtaining immunisations, please contact the Plant Manager on 01903 719 646 or email [ask@medisort.co.uk](mailto:ask@medisort.co.uk)

### **Emergency Procedures**

During your induction you will be made aware of the emergency procedures for the site where you work, if you are office based.

## FIRE PRECAUTIONS

All employees must acquaint themselves with the fire precaution arrangements for their location, or any they may visit in the course of their duties.

## CONDUCT & CAPABILITY PROCEDURE

Medisort does not wish to impose unreasonable rules of conduct on its employees, but certain standards of behaviour are necessary to maintain good employment relations, order and practices in the interest of all employees.

Traditionally, companies implement disciplinary procedures to deal with any employee that transgresses its rules. Language is a vital part of human connection and we believe the word 'discipline' conjures feelings of strictness, regimentation, retribution, punishment, etc. Our aim is that this procedure should facilitate respectful review of conduct or capability that falls short of the standards we accept, and to help and encourage improvement. The Company prefers that exemplary performance be voluntary and self-imposed and in the great majority of cases this is how it works. However, from time to time, it may be necessary for the Company to bring attention to individuals whose level of behaviour or performance is unacceptable.

Except for the section entitled 'Alternative Capability & Conduct Sanction', this procedure is entirely non-contractual and does not form part of an employee's contract of employment.

Minor faults will be dealt with informally through counselling and training. However, in cases where informal discussion with the employee does not lead to an improvement in conduct or performance or where the matter is too serious to be classed as minor, for example, unauthorised absences, persistent poor timekeeping, sub-standard work performance, etc. the following procedure will be used. At all stages of the procedure, an investigation will be carried out.

The Company will notify the employee in writing of the allegations against them and will invite the employee to a Capability & Conduct hearing to discuss the matter. The Company will provide sufficient information about the alleged misconduct or poor performance and its possible consequences to enable the employee to prepare to answer the case. This will include the provision of copies of written evidence, including witness statements, where appropriate.

Having given the employee reasonable time to prepare their case, a formal Capability & Conduct hearing will then take place, conducted by a manager, at which the employee will be given the chance to state his or her case, accompanied if requested by a trade union official, a trade union representative or another of the employer's workers of their choice. The employee must make every effort to attend the hearing. At the hearing, the employee will be allowed to set out their case and answer any allegations and will also be given a reasonable opportunity to ask questions, present evidence, call relevant witnesses and raise points about any information provided by witnesses.

Please note that it is prohibited for employees to record (whether covertly or otherwise) the proceedings at the Capability & Conduct hearing, and at any appeal hearing, without the express permission of the Company. If the Company discovers that an employee has done this covertly, they could be subject to further action.

Following the hearing, the Company will decide whether or not action is justified and, if so, the employee will be informed in writing of the Company's decision in accordance with the stages set out below and notified of his or her

right to appeal against that decision. It should be noted that an employee's behaviour is not looked at in isolation but each incident of misconduct is regarded cumulatively with any previous occurrences.

### **Stage 1: Written warning**

The employee will be given a formal WRITTEN WARNING. They will be advised of the reason for the warning, how they need to improve their conduct or performance, the timescale over which the improvement is to be achieved, that the warning is the first stage of the formal Capability & Conduct procedure and the likely consequences if the terms of the warning are not complied with. The written warning will be recorded and remain on your file but will be disregarded for future purposes i.e., will be inactive after six months, subject to satisfactory conduct and performance.

### **Stage 2: Final written warning**

Failure to improve performance in response to the procedure so far, a repeat of misconduct for which a warning has previously been issued, or a first instance of serious misconduct or serious poor performance, will result in a FINAL WRITTEN WARNING being issued. This will set out the nature of the misconduct or poor performance, how they need to improve their conduct or performance, the timescale over which the improvement is to be achieved and warn that dismissal will probably result if the terms of the warning are not complied with. This final written warning will be recorded and remain on your file but will normally be disregarded for future purposes i.e., will be inactive after twelve months, subject to satisfactory conduct and performance. However, the Company reserves the right to issue a final written warning that remains active for a maximum of two years in cases of very serious misconduct or where the employee has a history of misconduct issues.

### **Stage 3: Dismissal**

Failure to meet the requirements set out in the final written warning will normally lead to DISMISSAL with appropriate notice. A decision of this kind will only be made after the fullest possible investigation. Dismissal can be authorised only by a director. The employee will be informed of the reasons for dismissal, the appropriate period of notice, the date on which his or her employment will terminate and how the employee can appeal against the dismissal decision.

### **Gross misconduct**

Offences under this heading are so serious that an employee who commits them will normally be summarily dismissed. In such cases, the Company reserves the right to dismiss without notice of termination or payment in lieu of notice. Examples of gross misconduct include:

- Any breach of the criminal law, such as theft.
- Any unauthorised possession or removal of Company products or property, or property belonging to another employee, client, customer or visitor, fraud (including making fraudulent or false expense claims), deliberate falsification of records, false declarations in connection with employment or applications for employment or any other form of dishonesty.
- Using the Company's property, materials or equipment to carry out work for third parties on a personal basis without permission.
- Misuse of Company benefits, such as improper use of a staff discount card.
- Offering, promising or giving a bribe or requesting, agreeing to receive or accepting a bribe or bribing a foreign public official in connection with employment.
- Wilfully or negligently causing harm or injury to another employee, client, customer or visitor, physical violence, assault, fighting, bullying or grossly offensive, abusive or aggressive behaviour or language.
- Deliberately or negligently causing damage to the Company's property, or to property belonging to another employee, client, customer or visitor.

- Vandalism of, or otherwise intentionally interfering with, the Company's computers or computer or telephone network.
- Serious carelessness or gross negligence that causes loss, damage or injury.
- Dereliction of duty, including sleeping whilst at work and undertaking unauthorised activities during normal working hours.
- Wilful refusal to obey a reasonable management instruction or serious insubordination.
- Serious incapacity at work through an excess of alcohol or drugs, whether consumed on or off Company premises but which affects the employee's ability to carry out their job duties whilst at work.
- Bringing illegal drugs or other illegal substances or items or weapons on to Company premises.
- Smoking on Company premises, other than in designated outside smoking areas.
- Logging on to sexually explicit websites, downloading or circulating pornographic or other offensive, illegal or obscene material or using the internet or e-mail for gambling, illegal activities or the sending of offensive e-mails to work colleagues while at work or at any time via Company devices, networks etc (in the latter case, including from the employee's home computer in their own time).
- Engaging in sexual activity on/in Company premises, or property, at any time.
- Posting derogatory, offensive, discriminatory or defamatory comments online (for example, on social media websites) about the Company, its employees, clients or customers or otherwise conducting themselves online in a way that is detrimental to the Company or brings the Company into serious disrepute.
- A serious breach of health and safety rules, including acts or omissions which endanger the safety of another employee, client, customer or visitor.
- A serious breach of security rules.
- Discriminating against, harassing, bullying or victimising another employee, client, supplier, customer or visitor because of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including colour, nationality and ethnic or national origins), religion or belief, sex and/or sexual orientation.
- A serious breach of confidentiality, including unauthorised access of computer and personnel records and communicating or leaking trade secrets or confidential information about the Company or its employees, clients or customers to third parties.
- Working for a competitor without permission.
- Engaging in an unauthorised activity which conflicts with the interests of the Company or its clients, suppliers or customers.
- Breaching copyright or any other proprietary interest belonging to the Company.
- Knowingly breaking a legal requirement in connection with employment.
- Bringing the Company into serious disrepute, even if done in the employee's own time.
- Unauthorised absence, including failure to return from a period of annual leave or other approved leave of absence.

The above is intended as a guide and is not an exhaustive list. Bear in mind that just because a particular offence is listed as one of gross misconduct within our procedure, this does not mean it will necessarily be regarded as such in law. The Employment Tribunal will have regard to all the facts and circumstances of the particular case.

### **Alternative Capability & Conduct Sanction**

As an alternative to issuing a final written warning or as an alternative to dismissal, the Company reserves the right to demote an employee for a fixed period, but for no longer than three months. This will be done by notice in writing to the employee. The Company also reserves the right to impose a reduction in the employee's salary for the period of demotion and the written notice will detail any changes to the employee's terms and conditions of employment arising



from such demotion. In particular, the notice will give details of any reduction to salary and/or loss of benefits arising from the demotion.

Where demotion is used as an alternative to summary dismissal for gross misconduct, the Company may also issue the employee with a final written warning.

This section of the Capability & Conduct procedure is contractual.

### **Suspension**

In the event of serious or gross misconduct, an employee may be suspended while a full investigation is carried out. Such suspension will be on full basic pay. Suspension from employment will only occur where it is considered as necessary and appropriate in the circumstances. Suspension will not take place as a matter of routine and will be for as short a period as possible. Suspension does not impute guilt or blame and will not be used as a means of sanction.

### **Appeals**

An employee may appeal against any capability & conduct review decision, including dismissal, to a Director of the Company within five working days of the decision. Appeals should be made in writing and state the grounds for appeal. The employee will be invited to attend an appeal hearing chaired by a senior manager or a director.

At the appeal hearing, the employee will again be given the chance to state their case and will have the right to be accompanied by a trade union official, a trade union representative or a fellow employee of their choice.

Following the appeal hearing, the employee will be informed in writing of the results of the hearing. The Company's decision on an appeal will be final.

### **Data protection and Confidentiality**

When processing information in connection with any investigation or subsequent stages of a Capability & Conduct procedure the Company will process any personal data in accordance with its data protection policy and any internal privacy notices in force at the relevant time. Inappropriate access or disclosure of this data will constitute a data breach and should be reported immediately to the Company's Data Protection Officer in accordance with the Company's data protection policy. All employees must treat as confidential any information communicated to them in connection with a Capability & Conduct investigation or matter. Any data breach or breach of confidentiality may also lead to an investigation and potential sanctions under the Company's Capability & Conduct procedure.

The following forms form part of this procedure:

- P410 **Notice of Capability & Conduct Meeting**
- P411 **Notice of written warning or final written warning**
- P412 **Notice of appeal meeting against warning**
- P413 **Notice of result of appeal against warning**
- P414 **Notice of meeting where dismissal or action short of dismissal is being considered**
- P415 **Notice of result of meeting where dismissal or action short of dismissal was being considered**

## **GRIEVANCE PROCEDURE**

### **Dealing with grievances informally**

If you have a grievance or complaint to do with your work or the people you work with you should, wherever possible, start by talking it over with your manager. You may be able to agree a solution informally between you. This grievance procedure is entirely non-contractual and does not form part of an employee's contract of employment.

### **Formal grievance**

If the matter is serious and/or you wish to raise the matter formally you should set out the grievance in writing to your manager. You should stick to the facts and avoid language that is insulting or abusive. Where your grievance is against your manager and you feel unable to approach him or her you should talk to another manager.

### **Grievance hearing**

Your manager will call you to a meeting, normally within five days, to discuss your grievance. You have the right to be accompanied by a colleague or trade union representative at this meeting if you make a reasonable request. After the meeting the manager will give you a decision in writing, normally within 24 hours.

### **Appeal**

If you are unhappy with your manager's decision and you wish to appeal, you should let your manager know. You will be invited to an appeal meeting, normally within five days, and your appeal will be heard by a more senior manager. You have the right to be accompanied by a colleague or trade union representative at this meeting if you make a reasonable request. After the meeting the senior manager will give you a decision, normally within 24 hours. The senior manager's decision is final.

## **ABSENCE CONTROL PROCEDURE**

Staff absence can create a significant difficulty for the business if not properly controlled. It can affect our ability to provide customers with the high standard of service we aim to provide and can put unreasonable burden on those team members who attend regularly. This policy is intended to help:

- prevent small problems developing into larger ones
- identify and tackle underlying problems, such as poor working conditions, work-life balance issues, conflict at work or lack of adequate training/career development

It considers how to handle problems of absence and gives advice about unauthorised short-term and long-term absences, and the failure to return from extended leave. More extensive advice on attendance management is available in the ACAS advisory booklet *Managing attendance and employee turnover* available to purchase or download on the ACAS website [www.acas.org.uk](http://www.acas.org.uk).

### **Return to Work**

An interview must be undertaken following every occasion of absence, other than holiday. Your manager will arrange to see you and will record the outcome on BreatheHR in accordance with P406 Self Certification & Return to Work Interview Record Via BreatheHR Procedure.

A distinction should be made between absence on grounds of illness or injury and absence for no good reason which may call for corrective action. Where such action is called for, the normal conduct & capability procedure should be used. Where the employee is absent because of illness or injury, this guidance should be followed. Medisort is aware of the requirements of the Equalities Act 2010 when making any decisions that affect someone who may be disabled as defined by the Act.

Records showing lateness and the duration of and reasons for all spells of absence must be kept to help monitor

absence levels. These enables management to check levels of absence or lateness so that problems can be spotted and addressed at an early stage.

#### **How should frequent and persistent short-term absence be handled?**

- unexpected absences must be investigated promptly and the employee asked for an explanation at a return-to-work interview
- if there are no acceptable reasons, or when the number of days off multiplied by the square of the number of occasions is 9 or more, then the manager will treat the matter as a conduct issue and deal with it under the capability & conduct procedure
- where there is no medical certificate to support frequent short-term, self-certified, absences then the employee will be asked to see a doctor to establish whether treatment is necessary and whether the underlying reason for the absence is work-related. If no medical support is forthcoming the manager should consider whether to take action under the capability & conduct procedure
- if the absence could be disability related the manager should consider what reasonable adjustments could be made in the workplace to help the employee (this might be something as simple as an adequate, ergonomic chair, or a power-assisted piece of equipment). Reasonable adjustment also means redeployment to a different type of work if necessary and practicable
- if the absence is because of temporary problems relating to dependants, the employee may be entitled to have time off under the provisions of the Employment Rights Act 1996 relating to time off for dependants
- if the absence is because the employee has difficulty managing both work and home responsibilities then the employer should give serious consideration to more flexible ways of working. Employees who are parents of children aged 16 and under (disabled children under 18) and carers of adults have the right to request flexible working arrangements – including job-sharing, part-time working, flexitime, working from home/teleworking and school time contracts – and employers must have a good business reason for rejecting any application
- in all cases the employee should be told what improvement in attendance is expected and warned of the likely consequences if this does not happen
- if there is no improvement, the employee's length of service, performance, the likelihood of a change in attendance, the availability of suitable alternative work where appropriate, and the effect of past and future absences on the organisation should all be taken into account in deciding appropriate action. In order to show both the employee concerned, and other employees, that absence is regarded as a serious matter and may result in dismissal, it is very important that persistent absence is dealt with promptly, firmly and consistently. An examination of records will identify those employees who are frequently absent and may show an absence pattern.

#### **How should longer-term absence through ill health be handled?**

Where absence is due to medically certificated illness, the issue becomes one of capability rather than conduct. Medisort will take a more sympathetic and considerate approach, particularly if the employee is disabled and where reasonable adjustments at the workplace might enable them to return to work.

There are certain steps we should take when considering the problem of long-term absence:

- employee and his/her manager should keep in regular contact with each other
- the employee must be kept fully informed if there is any risk to employment
- if the manager wishes to contact the employee's doctor, he or she must notify the employee in writing that they intend to make such an application and they must secure the employee's consent in writing using the appropriate template letters within this policy

The manager must inform the individual that he or she has:

- the right to withhold consent to the application being made
  - the right to state that he or she wishes to have access to the report. (The Access to Medical Reports Act 1988 also gives the individual the right to have access to the medical practitioner's report for up to six months after it was supplied)
  - rights concerning access to the report before (and/or after) it is supplied
  - the right to withhold consent to the report being supplied to the employer
  - the right to request amendments to the report
- where the employee states that he or she wishes to have access to the report, the manager must let the GP know this when making the application and at the same time let the employee know that the report has been requested
- the employee must contact the GP within 21 days of the date of application to make arrangements to see the report. Otherwise, the rights under the 1988 Act will be lost
  - if the employee considers the report to be incorrect or misleading, the employee may make a written request to the GP to make appropriate amendments
  - if the GP refuses, the employee has the right to ask the GP to attach a statement to the report reflecting the employee's view on any matters of disagreement
  - the employee may withhold consent to the report being supplied to the employer
  - on the basis of the GP's report the manager should consider whether alternative work is available
  - the manager is not expected to create a special job for the employee concerned, nor to be a medical expert, but to take action on the basis of the medical evidence
  - where there is a reasonable doubt about the nature of the illness or injury, the employee should be asked if he or she would agree to be examined by a doctor to be appointed by the organisation
  - where an employee refuses to cooperate in providing medical evidence, or to undergo an independent medical examination, the employee should be told in writing that a decision will be taken on the basis of the information available and that it could result in dismissal
  - where the employee is allergic to a product used in the workplace the employer should consider remedial action or a transfer to alternative work
  - where the employee's job can no longer be held open, and no suitable alternative work is available, the employee should be informed of the likelihood of dismissal
  - where dismissal action is taken the employee should be given the period of notice to which he or she is entitled by statute or contract and informed of any right of appeal.

Where an employee has been on long-term sick absence and there is little likelihood of them becoming fit enough to return, it may be argued that the contract of employment has been terminated through 'frustration'. However, the doctrine of frustration should not be relied on since the courts are generally reluctant to apply it where a procedure exists for termination of the contract. It is therefore better for the employer to take dismissal action after following proper procedures.

### Specific health problems

Consideration should be given to introducing measures to help employees, regardless of status or seniority, who are suffering from alcohol or drug abuse, or from stress. The aim should be to identify employees affected and encourage them to seek help and treatment. See the ACAS advisory booklet Health, work and wellbeing available to purchase or download on the ACAS website [www.acas.org.uk](http://www.acas.org.uk)

Managers should consider whether it is appropriate to treat the problem as a medical rather than a performance matter. There is sometimes workforce pressure to dismiss an employee because of a medical condition, or even threats

of industrial action. If such an employee is dismissed, then he or she may be able to claim unfair dismissal before an employment tribunal, or breach of contract. Also, the Equalities Act 2010 makes it unlawful for an employer of any size to treat a disabled person less favourably for a reason relating to their disability, without a justifiable reason. Employers are required to make a reasonable adjustment to working conditions or the workplace where that would help to accommodate a particular disabled person.

#### **Failure to return from extended leave on the agreed date**

In certain, agreed circumstances, Medisort allows employees extended leave of absence without pay, for example to visit close relatives in their countries of origin, or close relatives who have emigrated to other countries, or to nurse a sick relative. There is no general statutory right to such leave without pay, except to deal with an initial emergency relating to a dependant under the Employment Rights Act 1996.

The following points should be borne in mind:

- the policy applies to all employees, irrespective of their age, sex, marital or civil partnership status, racial group, disability, sexual orientation or religion or belief
- any conditions attaching to the granting of extended leave should be carefully explained to the employee, using interpreters if necessary, and the employee's signature should be obtained as an acknowledgement that he or she understands and accepts them.

Managers should be aware that agreed extended leave can preserve continuity of employment, even when such leave is unpaid and other terms and conditions of employment are suspended for the duration of the leave

- if an employee fails to return on the agreed date, this should be approached in the same way as any other failure to abide by the rules and the circumstances should be investigated in the normal way, with capability & conduct procedures being followed if appropriate
- care should be taken to ensure that foreign medical certificates are not treated in a discriminatory way: employees can fall ill while abroad just as they can fall ill in this country
- before deciding to dismiss an employee who overstays leave, the employee's experience, length of service, reliability record and any explanation given should all be considered
- failure to return from ordinary maternity leave does not of itself terminate the contract of employment.

Managers should try to find out the reason for the failure and act, if necessary, as in any other case of failing to return from leave (whether extended/additional maternity/holiday/parental/time off for dependants). An agreement that an employee should return to work on a particular date will not prevent a complaint of unfair dismissal to an employment tribunal if the employee is dismissed for failing to return as agreed. In all such cases, all the factors mentioned above and the need to act reasonably should be borne in mind before any dismissal action is taken.

The following forms form part of this procedure:

P417 Letter to GP

P418 Medical Information Consent Form. Consent form for medical information under the Access to Medical Reports Act 1988 for employee to complete and return

## **REDUNDANCY PROCEDURE**

### **Introduction**

It is the company's intention to provide continuity of employment for all employees meeting the required standards of performance and conduct and every effort will be made to realise that intention. However, circumstances may necessitate a reduction of activity, transfer of work, or a reorganisation of the structure or methods of the company.

Such developments may or may not need a reduction of manpower. Consultation on each or any such situation will take place with employees at all levels and employee representatives (as appropriate).

#### DEFINITION

Redundancy is defined by the Employment Rights Act 1996 as a dismissal attributable wholly or mainly to:

- the fact that an employer has ceased, or intends to cease, to carry on the business for the purposes of which the employee was employed,
- or has ceased, or intends to cease, to carry on that business in the place where the employee was so employed, or
- the fact that the requirements of that business for employees to carry out work of a particular kind, or for employees to carry out work of a particular kind in the place they were so employed, have ceased or diminished, or are expected to cease or diminish.

For example, redundancy can be the result of a reduction in demand for the company's services, or a reorganisation of operating methods.

#### CONSULTATION

No steps will be taken towards making any employee redundant by department managers without prior discussion with and the consent of the relevant functional director. Once the functional director has authorised a potential reduction in employment due to redundancy, the company will consult with any employee representatives. If there are no representatives the company will consult directly with the employees concerned.

Consultation is to take place as soon as possible. In addition to the consultation outlined below, the department manager will consult with each individual provisionally selected as redundant to ensure that the employee is aware of their position and entitlement. The employee will have the right to be accompanied by a representative or work colleague during this consultation.

Consultations are to begin at a location:

- Where 100 employees or more at the location are redundant, at least 90 days before dismissal.
- Where less than 100 at that location are redundant, at least 30 days before dismissal.

Consultations are carried out by the relevant department manager, advised by the personnel manager, and the employee representatives' (where applicable).

Consultation shall include discussion about ways of avoiding the dismissals, reducing the number of employees to be dismissed, and mitigating the consequences of the dismissals. The consultation shall be undertaken by the company with a view to reaching agreement.

The department manager shall provide the representatives with the following information in writing:

- The reason for the proposed redundancies,
- The number and categories of employees whom it is proposed to dismiss as redundant,
- The total number of employees in any such category employed by the company at the relevant place of work,
- The proposed method of selecting the employees for redundancy,

- The proposed method of carrying out the dismissals, including the period over which the dismissals will take effect and the proposed dates of termination where these are available.
- The method of calculating the amount of redundancy payments to be made to those who are dismissed.

Representations by employee representatives are to be considered by the department manager and replied to. Although consultation does not imply agreement, it is the duty of the department manager to take reasonable notice of points raised by the representatives.

So long as the union or employee representatives have reasonable time in which to consult, the dismissal notice can be given within the consultation periods.

#### NOTIFICATION

Where the company proposes to dismiss as redundant 20 or more employees at the same establishment within a period of 90 days the company will notify the Department of Trade and Industry and the employees' representatives.

#### SELECTION FOR REDUNDANCY

Before deciding that one or more employees are to be made redundant, the department manager shall ensure the following alternatives, insofar as they are consistent with the operational efficiency and success of the company, are examined:

- Restriction of recruitment
- Abolition of non-essential overtime;
- Limited short-time working;
- Re-training and transfer to other work;
- Reduction of temporary labour, other than in respect of specialised services.

Selection is not to be based upon inadmissible reasons such as trade union membership (or non-membership), activity as a safety representative etc.

Selection is to be based on the need to maintain or improve the operational efficiency and success of the company. In this respect all the following criteria may be taken into consideration: -

- The standard of the employee's work;
- The skill possessed by the employee;
- The ability of the employee to carry out alternative work;
- The attendance record of the employee (this criteria will always be used);
- The conduct of the employee;
- The employee's experience.
- The employee's aptitude.
- Application for voluntary redundancy.

The above listing is not to be taken in particular order of priority for the purpose of selecting an employee for redundancy. It should therefore be noted that an application for voluntary redundancy does not guarantee selection.

The company will produce and publish clear definitions for each criterion used during the redundancy selection. The criteria used will be reviewed on each and every redundancy selection to ensure they do not discriminate on the grounds of race, sex or disability and to reflect the particular circumstances at the time. Wherever possible the company will seek to establish criteria that do not depend solely on the opinion of the person making the selection

but can be checked against objective records. Wherever possible the company will ensure that several managers score employees against criteria where either limited or no written records are available.

Discussion on the merits of the case put forward for individual redundancies is part of the consultation process. The company will seek to ensure that the selection is made fairly in accordance with these criteria and will consider any representations the employee representatives or individual employees may make.

This procedure is for guidance only. It is not a contractual document and does not constitute a formal agreement.

#### SUITABLE ALTERNATIVE EMPLOYMENT

Suitable alternative employment, if available, is to be offered as early as possible after redundancy had been notified to the employee and before dismissal. To determine if alternative employment is suitable, the manager should consider:

- Pay - Wherever possible, earnings should be protected against a fall in the current rate of pay. Alternatively, there may be opportunities for employees to earn more (e.g., by productivity bonuses)
- Status - Any loss of status may be eased by allowing the employee preferential treatment should the original job become available again following an upturn in business.
- Location - The employer should consider the degree of disruption likely to be caused by a change of location and any additional expense incurred. Any increase in travelling time should be considered in relation to the age, health and domestic circumstances of the employee.
- Working environment - This may be especially important for those employees who suffer a health complaint or physical disability.
- Hours of work - Any change in an employee's hours of work, for example in shift patterns, may be considered unsuitable if it fails to take account of the individual's personal circumstances.
- Temporary Work - Consider the possibility of retaining the employee in a temporary capacity until permanent vacancies arise. This is particularly appropriate where vacancies arise regularly.

The offer of alternative employment is to:

- Make clear the terms of employment, including remuneration.
- Be a proper contract, without a break of more than four weeks from the existing employment.
- Contain a provision for a trial period of at least four weeks for the employee to make up his or her mind whether the alternative employment is suitable.
- Include a statement that, should the employee find the alternative employment unsuitable, he or she will be treated as redundant from the date on which his or her previous job ended.

An employee who accepts a new employment in the company even though it is not suitable on the basis of reasonable criteria (for example, a substantial demotion and reduction in salary) is not entitled to a redundancy payment at that time in respect of the period of service to date with the company. A payment may be made by the company, on the authority of the financial director, but it will not count towards any liability arising on a subsequent redundancy.

The trial period will begin when the previous contract has ended. The effect of the trial period is to give the employee a chance to decide whether the new job is suitable without necessarily losing the right to a redundancy payment. The company will also use the trial period to assess the employee's suitability. Either the employee or employer may terminate the trial employment either during or at the end of the period. During the trial period the employee will preserve the right to a redundancy payment under the old contract so long as the dismissal was not due to a reason unconnected with the redundancy.



The company is not obliged to make a redundancy payment to an employee whose employment had been terminated as a result of redundancy when the employee has refused a reasonable offer of similar employment or of suitable alternative employment.

#### CALCULATION OF REDUNDANCY PAYMENTS

Team members will normally be entitled to statutory redundancy pay if they have been employed by Medisort for 2 years or more.

For each completed year of service after the age of 18 up to a maximum of 20 years of service:

- for each year of service at age 18 or over but under 22 – half a week's pay
- for each year of service at age 22 or over but under 41 – one week's pay
- for each year of service at age 41 or over but under 65 – one and a half week's pay

Completed years are counted backwards from the effective date of termination of the redundant employee's contract of employment. This effective date is also the date used for calculating the weekly rate of redundancy payment by use of the redundancy ready reckoner table. However, the effective date, for the purpose of measuring length of service, is to be extended to the end of the statutory notice period, where payment in lieu of notice is agreed.

Redundancy pay (including any severance pay) under £30,000 isn't taxable.

A 'week's pay' is defined as the amount payable under the contract of employment for normal working hours, or the average weekly earnings for the twelve weeks in normal employment preceding the date of effective termination where payment varies according to the amount of work done. Consequently, shift work and overtime payments are included. However, the 'week's pay' is subject to the statutory upper limit for payment of redundancy as published annually in April by the Government. This statutory limit is usually lower than the normal value of a 'week's pay'.

An employee who is made redundant while on strike loses his entitlement to redundancy pay only if all similar employees on strike are also made redundant. Selective re-employment by the company reinstates the employee's right to redundancy pay.

The personnel manager provides written statements for each employee who is redundant, setting out how the redundancy payment was calculated. A letter is sent to the employee once selection has been confirmed setting out the date the employment will end together with details of all payments due and to when the redundancy cheque will be available. When the redundancy cheque is provided, the employee will sign an acknowledgement declaration. The declaration does not reduce the redundant employee's statutory rights, but is a clarification of the agreement between the redundant employee and the company on the terms of settlement, assuming the absence of unfair dismissal.

#### ADDITIONAL PAYMENTS ON REDUNDANCY

If the functional director agrees, the employee may be offered pay in lieu of the notice (PILON) at the time of redundancy. Also payable is any amount due for holidays accrued up to the date of dismissal.

Any payment made under your contract of employment will be taxable as earnings and this includes any pay received during the notice period and any notice pay received as a lump sum, (PILON).

Payment of all or a proportion of a bonus, or other similar payment will depend on the rules of the applicable scheme.

No other payments will be made.

## APPEALS PROCEDURE

An employee who is not satisfied with the amount of his redundancy payment is to obtain clarification from the personnel manager. Furthermore, an employee who is not satisfied with the basis of his selection for redundancy is to discuss the matter with his department manager. If in either case the employee is, thereafter, still not satisfied, he should pursue the matter within the company in accordance with the appeals section of this procedure. This does not prevent the employee from taking advice from his trade union representative or from any other person.

An employee who wishes to appeal against either selection for redundancy or the amount of redundancy payment should inform either his or her department manager in writing within five working days. Wherever possible, the appeal will be heard by a manager who is more senior than the one responsible for the original selection for redundancy or calculation of payment.

The employee will have the right to be accompanied by a representative or work colleague during the appeals hearing. Non-company friends and family will not be permitted to attend redundancy hearings or appeals.

An appeal hearing will normally be heard within fifteen working days of the original redundancy decision. The original decision will remain valid unless or until it is overturned at the appeal.

The following forms form part of this procedure:

- P425 NOTICE OF REDUNDANCY APPEAL HEARING
- P426 RESULT OF REDUNDANCY APPEAL HEARING

## SEXUAL HARASSMENT AND OTHER DISCRIMINATORY BEHAVIOUR

Complaint procedure:

- Wherever possible, an employee who believes that he or she has been the subject of sexual harassment should, in the first instance, ask the person responsible to stop the harassing behaviour as it is unacceptable. A person-to-person reproof at this stage will often be sufficient to stop the behaviour without involving third parties.
- Should the recipient still be in need of further guidance, a trusted friend or colleague could be sought before involving management and making the matter official.
- If the sexual harassment or other discriminatory behaviour does continue, the employee should report the circumstances to a senior manager who will guide the employee through the grievance procedure.
- All complaints will be dealt with fairly, thoroughly, confidentially and in a timely manner.

For reasons of equity and justice, it must be advised that any employee found to be deliberately vexatious will themselves be subject to the capability & conduct process.

## SMOKING AT WORK

Medisort must protect its employees and visitors against the effects of passive smoking and aims to assist any member of staff that wishes to give up smoking. Smoking is prohibited throughout the entire workplace except within the designated smoking areas. Smoking is not permitted in company vehicles. This policy applies to all directors, employees, consultants, contractors, customers and visitors.

Smoking breaks are not provided for during the working day, smokers do not have a right to smoke. However, it will only be permissible for members of staff to smoke during work if adequate arrangements have been made to carry out the work required during the day.

### **ALCOHOL AND DRUG ABUSE**

Due to the nature of the work, we do and the lack of a measurable safe limit for drugs or alcohol consumption, alcohol or un-prescribed drugs must not be consumed during working hours. Any employee suspected of being under the influence of drugs or alcohol may be required to undergo a test. Failure to do so may lead to corrective action. For full details, please see P023 Drug & Alcohol Policy.

### **EQUAL OPPORTUNITIES**

Medisort's policy statement is contained in P050, Equal Opportunities Policy

#### **Discrimination definitions**

Where discrimination against any person or group is referred to it shall be deemed to be potential discrimination within any of the categories listed in the policy statement. Two types of discrimination are covered by statute direct and indirect.

#### **Direct Discrimination**

Direct discrimination occurs when a person or group is treated less favourably than others. Segregating a person or group based on their race, sex or disability is unlawful.

#### **Indirect Discrimination**

Indirect discrimination occurs when a condition or requirement is imposed which, although applied equally to all individuals or groups, is such that:

- The proportion of persons of a group who can comply with it is significantly smaller than the proportion of persons not of that group who can comply with it.
- The employer cannot show it as being justified based upon the needs of the job.
- It is to the detriment of the individuals concerned because they cannot reasonably comply with it.

For example, a dress policy which prevents women wearing trousers may discriminate against women or particular race of religion; a higher language standard than is actually needed to do the job may discriminate on the grounds of nationality/race; a training policy which excludes part-time staff may discriminate against women, who fill the majority of part-time jobs.

#### **Rights of disabled people**

The Company attaches particular importance to the needs of disabled people.

Under the terms of this policy, managers are required to:

- Make reasonable adjustment to maintain the services of an employee who becomes disabled, for example, training, and provision of special equipment, reduced working hours.
- Include disabled people in training/development programmes.
- Give full and proper consideration to disabled people who apply for jobs, having regard to making reasonable adjustments for their particular aptitudes and abilities to allow them to be able to do the job.

#### **Victimisation and harassment**

Discrimination by victimisation occurs when a person is treated less favourably than another because he/she had asserted his/her rights under the Acts relating to discrimination or had helped another person to assert those rights. It is the Managing Director's responsibilities to investigate all forms of harassment.

### **Managerial responsibility**

The responsibility for ensuring the effective implementation and operation of the policy and these arrangements rests with the Managing Director. Where applicable all other Directors shall ensure that they and their staff operate within the policy and arrangements, and that all reasonable and practical steps are taken to avoid discrimination. Again, as applicable each manager will ensure that:

- All their staff are aware of the policy and the arrangements and the reasons for the policy.
- Grievances concerning discrimination are dealt with properly, fairly and as quickly as possible.
- Proper records are maintained.

The Managing Director is responsible for monitoring the operation of the policy in respect of employees and job applicants, including periodic departmental audits as applicable.

### **Responsibility of staff**

Whilst the responsibility for ensuring that there is no unlawful discrimination rests with Managing Director, the attitudes of staff are crucial to the successful operation of fair employment practices.

In particular, all members of staff should:

- Comply with the policy and arrangements.
- Not discriminate in their day-to-day activities or induce others to do so.
- Not victimise, harass or intimidate other staff or groups on the grounds specified in the policy statement.
- Inform their manager if they become aware of any discriminatory practice.

### **Related policies and arrangements**

All employment policies and arrangements have a bearing on equality of opportunity. The Company policies will be reviewed regularly and any discriminatory elements removed.

### **Training**

The Company will inform all staff of any changes to the equal opportunities policy, which may affect recruitment of working practices.

Training will be provided for managers on this policy and the arrangements. Staff who have an involvement in the recruitment and selection process will receive specialist training.

### **Monitoring**

The Company is committed not to discriminate and assumes that this will be translated into practice consistently across the organisation as a whole. The Company will carry out an annual assessment of the policy to review the extent to which recruitment to first appointment, internal promotion and access to training/development opportunities have affected equal opportunities for all groups. The Company for future use may record information from this assessment. Information collected will be treated as confidential and it will not be used for any other purpose.

## **COMPUTER AND DATA PROTECTION PROCEDURE**

### **Computer Usage**

The computer supplied by the company is to be used only for those activities that relate to work functions.

- Use of equipment for personal purposes is only permitted with the express permission of your line manager. If you are in any doubt, you must seek approval in advance of any personal use.
- Wilful or deliberate damage to any computer, printer, software programme, or associated equipment will be considered in the same light as damage to any other piece of plant or equipment.
- Computers supplied for use at home are recorded and must be returned on your last day of service with Medisort Ltd. Failure to do this will result in a charge being raised for the full replacement cost of the equipment.
- In order to reduce any chance of a misunderstanding, you should not bring any computer equipment or software from home for use on the company's computers.

DO NOT LOAD SOFTWARE ONTO ANY COMPANY COMPUTER OR DOWNLOAD ANY SOFTWARE PROGRAMMES FROM A COMPANY COMPUTER.

#### Email Usage

- All employees are reminded that the company's email system is provided for business purposes.
- All employees are reminded that the email system is provided to assist Medisort Ltd in its core business activities. Use of the email system for any other purpose is at the sole discretion of your manager. Members of staff should be aware that the company reserves the right to monitor and intercept any email that arrives at a work location or is sent from the network.
- Sending email from the company should only be for work related activities. Every email sent has details of the sender included with the content. This makes it easy to trace back to Medisort. Actions or activities, which are likely to bring Medisort into disrepute, are unacceptable and care should be taken that the contents of email do not inadvertently do this. You are reminded that sending defamatory email that criticise individuals or organisations is not permitted.
- Warning is given that attachments to email can often contain viruses and whilst the company takes reasonable steps to protect its network, opening email attachments is simply the most effective way to spread a virus. If in doubt do not open an attachment, even from a known email contact.
- You are reminded that sending sexually harassing or offensive email is prohibited. Emails that are harassing on the basis of race, religion, gender or sexual orientation, are not permitted and will be dealt with under the company's capability & conduct procedures.
- You are reminded that there are certain etiquette requirements when sending email. For example, typing in capital letters is the same as SHOUTING!
- It is often as damaging to forward a hoax virus alert as it is for a virus to get on the network. Therefore, should you be sent a virus warning, you must forward it only to the IT Help Desk for action. This applies to warnings sent from a seller of anti-virus software or from a large computer company. It is the IT department's job to decide on the real risk of any virus and to take actions to protect our network wherever possible.

#### Internet Usage

- All employees are reminded that the company's Internet connection is provided for business purposes.
- The use of the connection is intended to assist departments in undertaking their research, buying or information activities.
- Use of the Internet for any other purpose is at the sole discretion of your manager and prior authority must be obtained.
- Regular monitoring of sites is undertaken and the unique network number of each PC is recorded together with the time spent on line and the sites visited.

### Downloading Information

- Whilst general information relating to the business activities of Medisort may be downloaded, caution must be taken that the information is not copyrighted or banned from distribution. As the company cannot monitor all downloads it is the responsibility of the person undertaking the download to ensure that the site permits the use of the information in the way that you intend to use it. This includes printing and distributing the information to other employees.
- Downloading files such as screen savers, wallpaper etc is **not** considered a business activity. These are potentially dangerous as they may contain viruses.

### Pornography

- Viewing, downloading or distributing pornography from the net can be a criminal offence. Medisort does not wish to see its employees involved in legal proceedings as a result of inappropriate use of the network.
- Therefore, there is a general prohibition from viewing sites on the net, or receiving, forwarding or sending material of an offensive or pornographic nature.
- Where pornographic or offensive material is discovered on a company computer (whether located at home or work or on a laptop), the matter will be referred to your manager for action. Medisort is required to take action to ensure that it is not accused of operating a discriminatory or harassing environment for its other employees.

### Company Software

- The company has a published, public commitment not to permit or tolerate the using of unauthorised copies of software under any circumstances. This means that you may **not** bring software in from home to use at work.
- Medisort will provide only such software as is shown to be necessary for the operation of its business activities. Asking the IT department to provide copies of software without the necessary licences will not be acceptable. Nor is it acceptable simply to share software on any media that you might have in your department.
- A master file of all software is kept and copies located on machines will be compared to this list.

### DATA PROTECTION

The Company needs to collect and use certain types of information about citizens and other individuals who come into contact with the Company. This personal information must be dealt with properly however it is collected, recorded and used – whether on paper, in a computer, or recorded on other material - and there are safeguards to ensure this in the Data Protection Act 2018.

The Company regards the lawful and correct treatment of personal information as very important and therefore ensures that personal information is treated lawfully and correctly. To this end the Company fully endorses and adheres to the Principles of Data Protection, as detailed in the Data Protection Act 2018.

Please see P051 Medisort Data Protection Policy

The Company will, through appropriate management, strict application of criteria and controls

- observe fully conditions regarding the fair collection and use of information,
- meet its legal obligations to specify the purposes for which information is used,
- collect and process appropriate information, and only to the extent that it is needed to fulfil operational needs or to comply with any legal requirements,
- ensure the quality of information used,

- apply strict checks to determine the length of time information is held,
- ensure that the rights of people about whom information is held, can be fully exercised under the Act. (These include: the right to be informed that processing is being undertaken, the right of access to one's personal information, the right to prevent processing in certain circumstances and the right to correct, rectify, block or erase information which is regarded as wrong information),
- take appropriate technical and organisational security measures to safeguard personal information,
- ensure that personal information is not transferred abroad without suitable safeguards,
- treat people justly and fairly whatever their age, religion, disability, gender, sexual orientation or ethnicity when dealing with requests for information,
- set out clear procedures for responding to requests for information.

In addition, the Company will ensure that:

- there is someone with specific responsibility for Data Protection. The Company's Data Protection Officer is the Data Protection Officer,
- everyone managing and handling personal information understands that they are contractually responsible for following good data protection practice,
- everyone managing and handling personal information is appropriately trained to do so,
- everyone managing and handling personal information is appropriately supervised,
- anybody wanting to make enquiries about handling personal information knows what to do,
- queries about handling personal information are promptly and courteously dealt with,
- methods of handling personal information are clearly described,
- a regular review and audit is made of the way personal information is held, managed and used,
- methods of handling personal information are regularly assessed and evaluated,
- performance with handling personal information is regularly assessed and evaluated,
- a breach of the rules and procedures identified in this policy by a member of staff may lead to corrective action being taken,
- a breach of the rules and procedures identified in this policy by a member is a potential breach of the Code of Conduct.

This policy will be updated as necessary to reflect best practice in data management, security and control and to ensure compliance with any changes or amendments made to the Data Protection Act 2018.

### **Sanctions**

Breaches of these guidelines will be handled under Medisort's standard capability & conduct procedures. However, if some of these guidelines were to be breached the consequences for Medisort Ltd could be so severe that the activity could be considered Gross Misconduct. Where a consultant or contractor commits such a breach appropriate sanction will also be taken.

### **Scope of Coverage**

These guidelines apply to all members of staff, consultants and contractors operating on the site. New members of staff will be provided with the guidelines upon appointment. Contractors and Consultants will be advised as their contracts are agreed.

## **USE OF MOBILE TELEPHONES AND MOBILE COMMUNICATION DEVICES**

### **Company Devices**

Mobile telephones and/or communication devices will be issued to employees who need to be 'on call' outside of or during work hours. In this section, mobile telephones and other mobile communication devices are treated as synonymous. A Company mobile device is for business use only and at all times will remain the property of the Company. A mobile device is provided solely to enable you to do your job i.e., to pass data to MOPS, keep the Company informed at the earliest opportunity of matters which it needs to know and for the employee to be similarly contactable by the Company. It is also needed to contact customers or clients when you are working away from your base. Therefore, it is your responsibility to ensure that the mobile device is maintained with sufficient, unused memory capacity, kept charged and switched on while you are on duty. You are forbidden from using the Company SIM card in any unauthorised personal device.

Personal calls and data usage on Company devices must be for exceptional circumstances and must be accounted for. Employees are required agree to the deduction of those costs from their next salary payment. Bills will be audited at the sole discretion of the Company. corrective action may be taken if personal use is considered to be excessive. Employees are not permitted to take Company mobile devices abroad unless travelling on Company business or unless agreed by a director.

In compliance with the law and as a matter of basic road safety, employees are forbidden to make telephone calls on their mobile device whilst driving. If a call has to be made, the employee must drive to a place where it is safe to stop before making the call.

An employee issued with a Company mobile device is responsible for its safekeeping and condition at all times. You will be responsible for any cost of repair or replacement other than fair wear and tear. The Company will arrange for any repair or replacement if required. The employee agrees to the deduction of such cost from his wages when signing acceptance for the mobile communication device.

In the event that the mobile device is lost/stolen, you must notify the Company immediately in order to cancel the number. You agree that upon termination of your employment, should you not return your mobile device or should it be returned in an unsatisfactory condition, the cost of replacement or a proportionate amount of this, as decided by the Company, will be deducted from any final monies owing to you if you have not otherwise reimbursed the Company. In the event that the amount owed to the Company in relation to the mobile device exceeds the final salary payment, the Company will apply its right to recover amounts due to it in the courts.

The Company reserves the right to recover the communication device whilst the employee is on leave or otherwise absent from work.

### **Personal Devices**

You must take care before using your personal mobile device during working hours. You are not permitted to make or receive personal calls whilst you are working. In fact, the Company requires you to turn off your personal phone whilst you are at work. You must not use your personal device on Company or customer premises during work breaks if the use would disturb other employees or personnel.

Your line manager will consider a request for you to leave your device on if special circumstances apply. Decisions will be made on an individual basis.

Unauthorised use of a personal mobile device during working hours may be regarded as a conduct issue.

### **Use of Mobile Communication Equipment**

Users of communication devices should be aware that it is discourteous to maintain communication during meetings in addition to detracting from the attention that should be paid to others attending the meeting. The Company expects equipment either to be turned off during meetings or not used.



## PANDEMIC TRAVEL

As part of the Government's arrangements to control the spread of pandemic viruses, some people returning to the UK must self-isolate (or 'quarantine'), depending on the country they've travelled from. The Directors have decided to pay SSP from day 1 for those team members who are self-isolating after returning from holiday or business travel. To qualify for payment, you must let your supervisor know as soon as possible about your planned travel dates and where you have visited whilst away.

At the sole discretion of the Directors, if you can work from home, then you can be paid as normal. Alternatively, you can take any unused, accrued annual leave (so you can qualify for holiday pay) while self-isolating.

Please remember that while in quarantine, you must not leave your home; do not visit work, school or public places; do not go on public transport or use taxis; do not go out to get food and medicine – order it online or by phone, or ask someone to bring it to your home; do not have visitors in your home, including friends and family – except for people providing essential care and do not go out to exercise – exercise at home or in your garden, if you have one. Failure to follow these rules may result in corrective action for gross misconduct.

## LIST OF COMPANY OFFICES ADDRESSES AND TELEPHONE NUMBERS

### Registered Office:

Medisort Limited  
Fort Road  
Littlehampton  
BN17 7QU

Tel: 01903 719 646  
Fax: 01903 723 645

### Littlehampton Treatment & Transfer Facility

Medisort Limited  
Fort Road  
Wick  
Littlehampton  
BN17 7QU

Tel: 01903 719 646  
Fax: 01903 723 645  
Email: [ask@medisort.co.uk](mailto:ask@medisort.co.uk)

### Telephone Numbers

These are in P100 Company phone numbers and changes occur frequently.

## EXCLUSION OF THIRD-PARTY RIGHTS

This Statement does not create any right enforceable by any person not a party to it.

## DECLARATION

I have read and understood this Manual and my Employment Contract, which set out the principal rules, policies and procedures relating to my employment.

For the purpose of the application of statutory holiday entitlement under the Working Time Regulations, I agree that the holiday section of this Statement will be held to be a "relevant agreement".

I understand that a full set of policies and procedures is kept on the Company Intranet,

Signed by the employee.....

Date.....