



HEALTH SERVICES  
LABORATORIES

# **EMPLOYEE HANDBOOK**

## **Health Services Laboratories LLP**

**The Halo Building, 1 Mabledon Place, London, WC1H 9AX**

Tel: 020 7307 7373 Website: [www.hslpathology.com](http://www.hslpathology.com)

## **INTRODUCTION AND MISSION STATEMENT**

### **Introduction**

For those employees to whom this Handbook is issued on their starting employment with Health Services Laboratories LLP ("the Company") the Company welcomes you and hopes your employment with us will be rewarding. To those individuals who are already employees, the Company gives its thanks for your continuing contribution to its success and growth.

**Please read this Handbook carefully. The Contract and Part One of this Handbook contain the terms and conditions which form your Contract of employment;** Part Two of this Handbook contains policies and procedures relating to your employment with the Company.

With the passage of time, changes may be appropriate or necessary and the Company reserves the right at its absolute discretion to change any of the matters outlined in this Handbook. Where such changes are made these will usually be announced and an updated version will be available on the Company's website using the URL link: [www.hslpathology.com/employeehandbook](http://www.hslpathology.com/employeehandbook)

A hard copy version of this handbook is available on request from the Human Resources Department.

### **The Sonic HSL Core Values**

We expect all of our employees to display the attributes associated with our core values and that all employees will strive to attain the highest levels of performance:

#### **Commit to service excellence**

Willingly to serve all those with whom we deal;  
with unsurpassed excellence.

#### **Treat each other with respect and honesty**

To grow a workplace where trust, team spirit, and equity are  
an integral part of everything we do.

#### **Demonstrate responsibility and accountability**

To set an example, to take ownership of each situation to  
the best of our ability, and to seek help when needed.

#### **Be enthusiastic about continuous improvement**

To never be complacent, to recognise limitations and opportunities  
for ourselves and processes; and to learn through these.

#### **Maintain confidentiality**

To keep all information pertaining to patients, as well as professional and commercial issues, in  
strict confidence.

All references throughout this document referring to "the Company" should be taken to include any Associated Company (as defined below).

In this Handbook, the following words bear the following meanings:

***"Associated Company"*** means a subsidiary of the Company, or a holding company of the Company, or another subsidiary of a holding company of the Company or which is an 'associate undertaking' of the Company within the meaning of paragraph 20(1) of Schedule 4A of the Companies Act 1985 where 'subsidiary' and 'holding company' have the meaning given by section 736 of the Companies Act 1985 and any other company designated by the Company as an Associated Company.

Any queries relating to your employment should be raised in the first instance with your Manager or the HR Department. If that does not resolve matters you should speak with a Director of the Company. The information contained in this Handbook also aim to provide guidance to employees when dealing with situations which may occur in the workplace such as Fire Precautions, Accident Reporting, etc., and should therefore be used as a reference document.

## CONTENTS

<b>TERMS &amp; CONDITIONS (THE CONTRACTUAL)</b>		<b>Page</b>
1.1	Provision of personal information	1
1.2	Place of work, hours of work and Working Time Regulations	3
1.3	Salary payment	4
1.4	Salary Review and Deductions	4
1.5	Overtime, Duties & On-Call	5
1.6	On Call	5
1.7	Annual leave	6
1.8	Incapacity to work/sickness	7
1.9	Medical requirements	8
1.10	Expenses and Company Credit Cards	9
1.11	Termination of the Contract, Probationary Period and Retirement Age	16
1.12	Exclusive employment	19
1.13	Restrictions including Intellectual Property	20
1.14	Confidentiality	21
1.15	Discipline, poor performance & grievance	23
1.16	Harassment	22
1.17	Smoking	22
1.18	Substance abuse and misuse	23
1.19	Clothing, Dress Code and Behaviour	24
1.20	Personal property	26
1.21	Company property	26
1.22	Acceptance of Gifts	26
1.23	Statement on the Bribery 2010	26
1.24	Life Assurance and Pension	27
1.25	Salary continuance/permanent health insurance	29
1.26	Miscellaneous	30

## **TERMS & CONDITIONS**

These Policies and Procedures contained in Part One, together with The Contract, form your Contract of Employment. The Company may, on prior notice to you of four weeks, amend these Policies and Procedures.

## **1. TERMS & CONDITIONS**

### **1.1 Provision of Personal Information**

Before joining the Company you are required to provide the following information:

- Personal banking details
- Inland Revenue details - P45
- Contact details in the event of an emergency at work
- National Insurance number
- Legal eligibility for employment in the UK
- Names and addresses of two previous employers whom the Company may approach for references (if you are joining the Company straight after completing your education or if you have only had one previous employer, the Company is likely to ask for a reference from your most recent educational institution)
- Any other details the Company reasonably requests.

Forms requesting these details will be sent to you.

You are responsible for ensuring that the Company is kept fully informed of any changes in your personal details. This includes any changes of address, marital status, the birth or death of dependants and any criminal charges or convictions whatsoever.

#### **Disclosure and Barring Service (DBS) Checking**

The primary role of the DBS is to help employers make safer recruitment decisions and prevent unsuitable people from working with vulnerable groups including children and vulnerable adults.

All TDL employees who have access to patient data or other confidential and highly sensitive information will be subjected to a basic DBS check, upon the commencement of their employment. Where contractual obligations require enhanced DBS checking, such a check will be carried out.

#### **Retention**

Once a recruitment (or other relevant) decision has been made, we do not keep certificate information for any longer than is necessary. This is generally for a period of up to six months, to allow for the consideration and resolution of any disputes or complaints. If, in very exceptional circumstances, it is considered necessary to keep certificate information for longer than six months, we will consult the DBS about this and will give full consideration to the Data Protection and Human Rights of the individual before doing so. Throughout this time, the usual conditions regarding the safe storage and strictly controlled access will prevail.

Once the retention period has elapsed, we will ensure that any DBS certificate information is immediately destroyed by secure means. We may keep a record of the date of issue of a certificate, the name of the subject, the type of certificate requested, the position for which the certificate was requested, the unique reference number of the certificates, and the details of the recruitment decision taken.

#### Information identifying employees

HSL gathers information about employees for the purpose of Human Resource Management; this is kept securely for the duration of employment at HSL. Upon leaving the company the file is stored for at least 6 years to meet HSL's statutory retention period requirements for tax, maternity pay and retirement benefit scheme regulations.

CCTV footage is in place at HSL to prevent and detect crime, as well as for tracking samples that have entered the laboratory. These recordings are kept securely and for a limited time (up to 6 months).

Calls made to HSL may be recorded for training and monitoring purposes. Recordings are secured and kept for a limited time (up to 6 months).

Written requests may be made to the HR Department if an employee wishes to review the information held on these systems that is protected by the Data Protection Act.

These requests must be made in writing to the HSL HR Department and responses will be provided within 40 calendar days. A £10 administration fee will be incurred for every Data Access Request submitted.

## 1.2 Place of work, hours of work and the Working Time Regulations 1998

### Hours of Work

The basic hours of work shall be those set out in The Contract; the specifics of work rotas/working week being the responsibility of your immediate Line Manager. However, you will be required to work such further hours as may be necessary for the performance of your duties without additional salary unless overtime pay has been agreed (paragraph 1.5).

### Working Time Regulations 1998

The Working Time Regulations 1998 apply to everyone who is an employee of the Company. Regulation 4 of the Regulations provides that you should not work for more than 48 hours per week (taken as an average over a 17 week period) unless you have consented to opt out of the 48 hour limit. The nature of the work you do for the Company means that the hours you work may occasionally exceed the 48 hour maximum average permitted by the Regulations. The Company must therefore ask for your consent to opt out of Regulation 4 by signing the consent form that is set out in the end of the Handbook. Your consent to opt out will not affect any of your other employment rights and if you agree to opt out you also have the right to withdraw your consent on three months written notice and return to the 48 hour limit.

### Place of Work

Your principal place of work shall be one of the HSL operating sites and will be specified in your letter of appointment. The Company may require you to work either temporarily or permanently at or from any other of the Company's establishments either now or in the future, or at any place of work on which the Employer and Employee may mutually agree.

You will also understand that in the course of duties you may be required to travel on Company business as such times and in such a manner as the Company may determine.

### Associated Companies

The Company shall be entitled for such period(s) as it may require from time to time to second your services on a full or part time basis to any Associated Company.



### 1.3 Salary Payment

Salary shall be paid monthly by direct bank transfer on the 27<sup>th</sup> day of each calendar month (or the working day prior to the 27<sup>th</sup> where the 27<sup>th</sup> is a weekend or public holiday). You agree to maintain a bank or building society account for this purpose. Queries relating to pay should be directed to the Payroll Department.

For your reference, the Inland Revenue office handling the Company's salary matters is:

HM Revenue & Customs  
N E 3  
Bradford Beckside  
Centenary Court  
1 St Blaise Way  
Bradford, W Yorkshire BD1 4YD

Ref: 073/D527 District: TSO

Telephone No: 0845 3021432

### 1.4 Salary Review

Your basic salary will be reviewed by the Company annually and may be increased by the Company at its discretion with effect from the date of the review or such other date and by such amount (if any) as the Company shall determine.

#### Deductions

The Company shall be entitled to deduct from your salary and such other monies as may be payable or reimbursable to you all sums owing or otherwise payable from you to the Company or Associated Company.

## 1.5 Overtime and Duties

### Overtime

Overtime will be paid subject to and in accordance with the Company regulations and policy relating to overtime at any time. Time off in lieu of overtime (where appropriate) may be taken subject to the approval of your Line Manager.

All overtime must be at the request of and authorised in advance by your Line Manager or his/her deputy.

### Duties

You shall carry out such duties, and exercise such powers and responsibilities, as the Company may require.

## 1.6 On-Call

Where applicable, you may have either the opportunity or be required to participate in 'On-Call' duties (the performance of emergency out of hours tests) on a rostered basis, as directed by your Line Manager and subject to Company policy relating to out of hours work.

## 1.7 Annual Leave

The Company's holiday year operates from 1 April to 31 March. Individual entitlement is stated in The Contract. It is important that you take your holiday entitlement so that you are adequately rested.

After completing five calendar years continuous employment, your annual holiday entitlement shall increase from 23 to 28 days, in addition to the usual public holidays, for those employees working a five-day week and pro-rated for all others. Any entitlement to a part day's holiday shall be rounded up to the nearest half day.

On termination of your employment you shall be entitled to be paid in lieu of accrued untaken holiday on a pro rata basis and at the rate of 1/260 of your basic annual salary for each untaken day's accrued holiday entitlement. If on the termination of your employment you have exceeded your approved pro rata holiday entitlement for that holiday year, the excess will be repayable by you and may be deducted from any sums due to you.

Annual leave is subject to the following procedures:

- i) save with prior consent of a Director, you shall not be entitled to carry forward any accrued holiday entitlement from one holiday year to another (and accordingly if you do not take all your holiday entitlement by the end of the holiday year (ie 31 March) you will forfeit that entitlement);
- ii) the Company may require you to take any outstanding holiday entitlement during any period of notice;
- iii) save with the prior consent of the Chief Executive, you shall not take longer than two consecutive working weeks' holiday at any one time;
- iv) holiday may not be taken without prior approval of your Line Manager (at least one week's prior notice should be sought for an absence of between one day and one week, and one month's prior notice of holidays of over a week).

## 1.8 Incapacity to Work / Sickness

Subject to compliance with Company policies which are set out below during any one year (31 March to 1 April) sick pay will normally be paid as follows:

<u>Length of Employment at</u>	<u>Maximum Cumulative Sick Pay</u>
<u>Commencement of Incapacity</u>	<u>Payable In Any One Company Year</u>
0-3 months	Statutory Sick Pay
3-12 months	5 days full pay
1 year onwards	20 days full pay

The above entitlements (apart from Statutory Sick Pay) remain at the absolute discretion of the Company and may be reduced or withdrawn by two weeks' notice to you.

For Statutory Sick Pay purposes, your qualifying days shall be your normal working days.

Company sick pay shall be reduced by any monies to which you are entitled in respect of Statutory Sick Pay, State or other benefits recoverable by you (whether or not recovered).

If you are absent from work due to illness or injury, you shall, as soon as possible and in any event by 10 am on the first day of absence inform your Line Manager or a Director by telephone, of the reason for your absence and its anticipated duration, and shall keep the Company informed of such matters at such intervals as the Company may reasonably require. This will usually be daily (or, in the case of longer absences, weekly). Text messages, voicemail or email are not acceptable ways of informing the Company of your absence.

**A Self Certification form to cover the initial sickness period of day 3 to day 7 inclusive is required and can be obtained from your Line Manager.**

If you are absent from work due to illness or injury for more than seven days (including non-working days), you shall as soon as is reasonably practicable thereafter, send to the Company a statement of your incapacity duly signed by a registered medical practitioner, and shall send such further statements at such intervals as the Company may reasonably require to cover the full period of absence.

On each occasion where a medical practitioner's certificate expires and you do not anticipate being able to return to work, you must notify the Company as soon as practicable, and send to the Company further certificates issued by your medical practitioner, covering the extended period of absence.

Periods of absence due to 'self-elective' medical treatment should be discussed in confidence with your Line Manager prior to embarking on such treatment. Such periods of absence will be treated as part of your holiday entitlement.

The Company may at its expense at any time, require you to undergo medical examinations and tests. You will be asked to authorise the doctor(s) responsible for such examinations or tests to disclose to and discuss with the Company and/or its medical and legal advisers, the results provided such disclosure is restricted to matters which could affect your employment.

#### 1.9 Medical Requirements

You will be required to complete the Company Work Health Assessment Form which you will receive with your offer of employment and you may be asked to undertake a medical examination prior to or during your employment. Failure to complete the Company Work Health Assessment Form could delay the commencement of your employment with the Company and may lead to an offer of employment being revoked.

Where applicable and at the Company's discretion, you will be offered aspects of health screening which will include certain immunity testing and vaccinations where required.

These aims will be achieved by providing an independent and confidential advisory Occupational Health service for the benefit and support of employees and employers. This service is provided by The Health and Work Centre at The Royal Free Hospital, Hampstead London NW3, for those staff employed at 60 Whitfield St, , 307 Euston Road or 250 Euston Road. For those members of staff based at sites other than the above, arrangements will be made locally for the provision of Occupational Health Services.

## 1.10 Expenses and Company Credit Cards

### Definitions

Health Services Laboratories and all other UK group employing companies are referred to hereinafter as 'the Company'.

This document makes reference to "temporary" and "permanent" workplaces, where the Company follows HM Revenue and Customs (HMRC) guidelines.

A "temporary" workplace is defined as a workplace where employees spend less than 40% of their time. A workplace, at which employees spend 40% or more of their working time over a period of at least 24 months, is deemed to be a "permanent" workplace (for clarification, the HMRC can determine an employee to have two permanent workplaces).

This distinction between temporary and permanent workplaces is important with respect to whether travel or a reclaimed expense is considered to be a taxable benefit in kind or not.

If you are unsure, or have a query on your workplace status in respect of any travel or expense claim, please refer to the Finance or HR team for guidance.

### Objectives and scope

Reasonable travel and other expenses necessarily incurred by employees on Company business and properly authorised, will be reimbursed in line with Company policy.

This policy applies to all employees of the Company. Employees are responsible for complying with this policy. The line manager is responsible for accurately reviewing travel or expense requests and claims for compliance with this policy.

Employees are required to gain prior approval for any travel or other expenditure, to keep travel or other expenses to the lowest practical level, always to consider the most cost-effective means of travel, to provide receipts (as required in this policy) and to submit claims within a reasonable period after the expense has been incurred. Expenses should be completed and submitted monthly.

Any exceptions to claims outside this policy must have prior agreement from a Director.

This policy can be amended by the Company at its sole discretion from time to time.

### UK Travel

#### Private Cars – Mileage

Mileage claims must be for the mileage of the journey. If you travel from home to a temporary workplace this is the mileage amount to be used. If you travel to work first, the mileage amount will be from your permanent workplace to the destination.

If an alternative mode of transport (either public transport or a short term hire car) is more efficient and/or more cost effective this should be used in preference.

### Mileage Rates for Private Cars

The current mileage rate for private cars, in line with HMRC rules, is 45p per mile up to 10,000 miles per tax year and 25p per mile after 10,000 miles per tax year is reached.

Fuel receipts are not required in respect of any mileage rate claims.

### Call out mileage for Private Cars

Employees may in some cases be able to claim for travel to and from their normal place of work. Prior approval for such claims must be obtained.

### Mileage Rates for Private Motorcycles

The current mileage rate for motorcycles, in line with HMRC guidelines, is 24p per mile.

### Mileage Rates for Private Bicycles

The current mileage rate for private bicycles, in line with HMRC guidelines, is 20p per mile.

### Mileage Rates for Employees with Car Allowances

The current mileage rate for those Employees who receive a Car Allowance is 29p per mile.

### Hire Cars

The Company will reimburse the cost of hire cars along with the total amount of fuel used in the hire car, providing the Company name, along with the individual's name, appears on the hire agreement and the hire car is required for travel to a temporary workplace. Fuel receipts should accompany any claim.

### Parking and tolls

Charges for parking and tolls will be reimbursed. Receipts should be obtained for all claims.

Parking fines remain the responsibility of the employee and should not be claimed through expenses.

### Travel by Public Transport

Rail, Underground and bus/coach travel to a temporary workplace should be used in preference to a private car where more efficient and/or more cost effective.

### Taxis

Receipts for taxi costs should be obtained and reclaimed via expenses, as applicable.

### Booking flights

Employees should always agree their travel plans in advance with their manager.

All air travel should be booked in economy class using the lowest logical airfare and routing as determined by the following parameters.

Anything other than economy class fares may only be booked with pre-approval by a relevant Director.

Flight upgrades may be made in the following circumstances:

- Employees may accept an upgrade if there is no additional cost to the company
- For employees with certain physical conditions or disabilities which have had prior agreement by HR

#### Getting to the Airport

Employees should use the most cost effective means of transport (i.e. long term car parking, coach, train or taxi) to and from the airport. The most effective means will be dependent on the duration of the business trip.

#### Passports and Visas

It is the responsibility of all employees to ensure they have a valid passport. The cost of passport and renewal will not be reimbursed by the Company.

All business visa and work permit requirements should be requested and actioned via the travel team. The Company will pay the cost of obtaining business visas or work permits.

#### Travel Insurance

All Company employees will be given details of the Company Travel Insurance Policy, which covers business travel and gives contact details in case of emergencies. If further information is required employees should contact the HR department.

#### Lost or Excess Baggage

The ultimate responsibility for retrieving or compensating lost baggage lies with employees and the airline.

The Company will not reimburse employees for personal items lost while travelling on business. If you lose your luggage you must complete an airline insurance claim.

Employees will be reimbursed for excess baggage charges in the following circumstances:

- When travelling with heavy or bulky equipment necessary for business
- When travelling for more than 15 days at the Company's request



## Accommodation and meals

### Hotels

Hotel rooms will be reimbursed. For Inner-London, employees are able to spend up to £140 per night on a Hotel. For employees needing to stay in all other UK based locations, they are able to spend up to £100 per night.

HMRC rules allows employees to claim £5.00 per night in the UK or £10.00 per night abroad incidental allowance to cover such personal items as laundry, extended personal telephone calls, newspapers etc, if an overnight stay is incurred. This amount is claimable for each night away and does not need to be supported by any receipts but must be claimed on the same expense claim as the associated hotel bill.

### Meals

Meals at a temporary workplace are claimable as detailed below:

#### Breakfast

The cost of a full English breakfast may be claimed where there is an overnight stay and it is not included in the cost of the accommodation or where it is necessary to leave home before 7am to go to a temporary workplace. Where breakfast is not taken at the hotel and included in the hotel rate, an expense claim of up to £10.00 for breakfast is reimbursable.

#### Lunch

A light lunch may be claimed when working at a temporary workplace. An expense claim of up to £5.00 for lunch is reimbursable.

#### Dinner

Dinner may be claimed if there is an overnight stay whilst working at a temporary workplace or if the individual is working at a temporary workplace and in total they are working and/or travelling after normal finishing and commuting time.

An expense claim of up to £25.00 for dinner, (including any alcohol drinks consumed with the meal), is reimbursable.

If a group of employees eat together the group the most senior person claims for all employee and notes attendees on the receipt

Alcoholic drinks should only be purchased as an accompaniment to a meal and never before driving.

Reasonable tips should be documented on the receipt and may also be claimed in addition to the £25 allowance. Tips should not exceed 10% dependent on local practice, unless included as a compulsory service charge. The amount of the tip should always be clearly marked on the receipt.

## Entertainment

The Company adheres to the statutory legislation as laid out in the Bribery Act (2010).

### Business entertaining

The reasonable cost of entertaining people, who are not employees of the Company, will be reimbursed where the expense was incurred in the company's interest.

All attendees should be stated on the expense claim. Prior authorisation from a Director is required for any entertainment expenses.

The most senior employee present should always pay any entertainment expenses.

### Gifts

The Company actively discourages the acceptance of any gifts by employees, whether in cash or kind, from any customer, supplier or any person connected with the business.

You must declare all gifts or hospitality (which cannot reasonably be declined) to your Manager. Failure to disclose gifts or hospitality accepted may result in disciplinary action being taken.

### Staff entertaining

Staff entertaining means food and drink and events and functions for which the primary purpose of staff attending is not to host a customer (see business entertaining policy), nor is it incurred in the course of business travel (see business travel policy).

It is important that staff entertaining costs are only allocated to this heading in the expenses claim/credit card process due to the particular tax treatment for this type of expenditure. Staff entertaining should never be allocated to other headings, such as business travel or customer entertaining.

Team meals and functions require advance approval by an appropriate Senior Manager/Director. The costs should be settled by the most senior employee present. A claim for reimbursement or allocation of the corporate credit card cost should be made under the "staff entertaining" heading of the claim form with a description of the event and attendees, attaching the VAT receipt and evidence of authorisation by a Senior Manager/Director.

Where light meals and refreshments are required for internal meetings these should be ordered with the authorisation of a Senior Manager/Director.

In the absence of Senior Manager/Director approval, claims for staff entertaining will not normally be reimbursed and costs incurred via expenses or through the corporate credit card, will need to be reimbursed by the employee.

### Other expenses

#### Home phones/personal mobiles and broadband

The Company makes telecoms equipment available as appropriate for the employee's role and business use of personal telecoms services should be minimal.

Only the cost of itemised call charges for specific business calls will be reimbursed if using a personal phone. In addition, employees will only be reimbursed for these calls if they have sought Senior Management/Director approval, prior to making the phone calls.

Claims should be accompanied by a copy of the relevant phone bill, highlighting the calls that are being claimed against

#### Technical journals, discretionary training courses

If an employee wishes to attend a form of training course, they must inform their line manager of the nature of the course, who will then seek authorisation from an appropriate Senior Manager/Director. This is applicable to any courses that would cover a 1-2 day period.

For any courses that last over 2 days or require a regular time commitment to attend during work hours (eg. A diploma, degree or master's degree), funding for the course can be requested. All applications for funding will be considered by The Board of Directors. Any applications of this nature must be formally requested in writing. Please contact HSL's Training and Accreditation Manager for further details.

If an employee is successful with their application, the amount that The Company has sponsored the individual for is fully reimbursable to The Company by the individual if they leave The Companies employment within one year of the completion of the course.

If the individual leaves The Companies employment between one year and two years of completion of the course, 50% of the course fees are repayable. After two years, the fees will no longer be reimbursable.

#### Claims process

Where an expense item is not specifically covered by this policy, approval for the expense should be requested prior to incurring the expense. The Company is not obliged to reimburse the cost of expenses outside the specific scope of this policy.

The cost of items paid for via a Corporate Credit Card is paid directly by the Company. If the Company provides you with any credit or charge card you shall use such card solely for those expenses referred to above and you shall immediately return any such card to the Company whenever so required by the Company, and in any event, on termination of employment.

Employees are required to pay for expenses and to claim reimbursement. In either case employees are required to complete a credit card or cash expenses claim form.

Expenses should be fully detailed and submitted on the Company's travel and expense system, along with accompanying receipts. Claims unsupported by receipts will not be paid unless authorised by a Director.

Claims should provide sufficient detail to describe the reason and nature of the expense. For example, "business travel" is insufficient detail. The description of the travel should include the start and end places of the journey and reason for journey. For example a taxi fare might be supported by a description such as, "Whitfield Street to Chelsea to attend patient at home"

Claims should normally be submitted monthly to your line manager for review and approval. Once approved, all expense claims will be subject to audit by the Finance department.

Use of the Company credit card to pay for personal items is not permitted. In the event of a personal expense appearing on the credit card statement, this expense will be deducted from other employee expenses claimed. If this is not possible due to the amounts involved the employee must pay the balance by cheque via the Finance department.

The Company reserves the right to deduct any unauthorised expenses from net pay.

## 1.11 Termination of The Contract, Probationary Period and Retirement Age

### Probationary Period

The first three months of your employment with the Company shall constitute a probationary period during which either party may terminate your employment by giving to the other party not less than one week's prior written notice. The Company will write to you to confirm that your probationary period has ended and may in its absolute discretion extend your probationary period if it considers it appropriate or necessary.

### Termination

After expiry of the probationary period and subject to provisions for earlier termination contained in this Handbook, your employment shall continue until terminated by either party giving to the other the following periods of notice (unless stipulated otherwise in your contract of employment):

Length of Continuous Employment	Period of Notice
Up to five years	Four weeks
Between five and twelve years	One week for each year of continuous employment
More than twelve years	Twelve weeks

The Company shall be entitled at its discretion to pay basic salary in lieu of notice whether notice is given by the Company or by yourself.

The Company shall be entitled to terminate your employment summarily without notice if you:

- i) are guilty of serious misconduct;
- ii) have committed a serious or repeated breach of your duties and obligations which (being capable of being remedied) are not fully remedied by you to the satisfaction of the Company within a reasonable period of your being called upon to do so;
- iii) act or omit to act in such a way as is likely to prejudice the interests or reputation of the Company;
- iv) are convicted of any criminal offence which, if not directly connected with your employment, the Company reasonably regards as affecting your ability to carry out your duties effectively;
- v) become of unsound mind or a patient for the purposes of any statute relating to mental health;
- vi) commit any act of dishonesty relating to the Company or otherwise;

- vii) become bankrupt or make any arrangements or composition with or for the benefit of your creditors.

On the termination of your employment for whatever reason, you shall immediately return to the Company office or such other location as the Company shall direct all documents, handbooks, copies, summaries and excerpts thereof, keys or other property belonging to or relating to the business of the Company or its Associated Companies.

You shall not make at any time, either during your employment or at any time after its termination, any statement or permit or authorise any statement to be made which is calculated or reasonably likely to damage the reputation or cause other damage to the Company or its Associated Companies or their employees or officers.

You shall not at any time after the termination of your employment with the Company, represent yourself as being employed by or otherwise connected in any way with the Company or its Associated Companies.

#### Retirement Age

In accordance with legislation, the Company does not have a normal retirement age.

### 1.12 Exclusive Employment

The Company believes that you are only able to perform your work to the best of your ability and safety if in the time you are not at work you are properly rested. You are required, therefore, to inform your Line Manager if you are engaged in any other employment or business outside your work for the Company (whether paid or not). Failure to do so will render you liable to disciplinary action.

The Company reserves the right to require you to terminate any outside employment as a condition of your continuing to be employed by the Company.

During your employment with the Company, you shall not, without the Company's prior written consent, either directly or indirectly be interested or concerned whether as principal, partner, employee, shareholder, director, agent, consultant or otherwise, with any other person, firm or organisation where this may interfere, conflict or compete with the interests of the Company or the efficient performance of your duties.

### 1.13 Restrictions

Subject to any guidance issued by the Company, you shall not without the prior consent of the Company, directly or indirectly, receive or obtain any fee, commission or other payment or benefit whether in kind or otherwise, from any person or organisation as a consequence of business transacted by the Company or its Associated Companies or otherwise, as a result of your employment with the Company.

#### Intellectual Property

Any intellectual property, including without limitation copyright, patents and trademarks, created by you during the course of your employment by the Company, whether or not on Company premises, shall belong to and remain the absolute property of the Company. Employees working in certain areas will be asked to sign a separate intellectual property deed.

#### Presentation of Scientific Data / Academic Publications

Whilst the Company promotes the publication by staff of scientific papers / posters and abstracts as well as presentations by staff at scientific meetings it is important that the content of these is reviewed by appropriate members of HSL's clinical board.

To formalise a review process, staff are asked to forward such material to our Group Medical Director, in order to seek approval by peer review of such literature.

The information forwarded for review should include where the Paper or Lecture is to be published / delivered and list of authors.



#### 1.14 Confidentiality

Without prejudice to other obligations of confidence, you shall not, other than in the proper course of your employment, either during or after the termination of your employment, use, publish or otherwise disclose to any third party any confidential information relating to the Company and its Associated Companies, any affairs, finances or business of any of its or their clients, patients, customers or suppliers or any other person or organisation to whom an obligation of confidentiality is owed, and which, for the avoidance of doubt, shall include without limitation:

- *lists or details of the Company and its Associated Companies, actual or potential patients, customers or clients;*
- *details of relationships or arrangements with or knowledge of the needs or requirements of the Company or its Associated Companies, actual or potential patients, clients or customers;*
- *information supplied in confidence by customers, patients, clients or any third party to which the Company or any of its Associated Companies, owes an obligation of confidentiality;*
- *information of a personal or otherwise sensitive nature, or of a confidential nature relating to fellow employees and/or Directors of the Company or of its Associated Companies;*
- *lists of and details of the Contracts with the Company or its Associated Companies' suppliers;*
- *details of the Company or its Associated Companies, business methods, finances, prices or pricing strategy, marketing or development plans, product development plans or strategies;*
- *confidential computer data;*
- *market research data.*

This list is **not** exhaustive.

You agree that during your employment by the Company, or subsequently, you will not disclose to any unauthorised person matters of a confidential nature, the disclosure of which may damage the Company or its clients. You agree not to use for your own purposes, or purposes other than those of the Company, any information you may acquire in relation to the Company's business or that of its clients.

Any employee who is exposed to a potential or actual conflict of interest with regard to confidential client or patient information must inform a Director immediately.

In accordance with the Data Protection Act 1998 the Company is required to obtain your consent to process personal data held on your personnel file and the Company's computer information technology systems. The Company currently holds a personnel file and computer records containing your employee records which may include your job application, references, bank details, appraisals and other personnel records. This information may include sensitive data relating to your health and data held for ethnic monitoring purposes. It is held for personnel administration purposes and in particular

to enable the Company to facilitate performance reviews, administer employee benefits and comply with its legal obligations. By signing The Contract you consent to the above.

#### 1.15 Discipline, Poor Performance and Grievance

If a disciplinary matter or one involving a question of poor performance/capability arises, the Company shall, in most circumstances, apply its Disciplinary Procedure in force at that time.

The Disciplinary Procedure is designed to ensure fair treatment for those whose job performance is below requirements, those involved in breaches of discipline or any other misconduct against Rules and Procedures as operating within the Company and set out in this Handbook.

In order to investigate any allegation of misconduct, the Company at its absolute discretion is entitled to suspend you on full pay and benefits for such period it determines appropriate, in order to carry out a proper investigation. You shall co-operate fully with any such investigation.

The Company shall be entitled to search your person or belongings or any vehicle for which you are responsible, in the course of any investigation where it reasonably believes that such a search may be of assistance in an investigation.

Any grievance which you have in respect of your employment will normally be dealt with in accordance with the Company's Grievance Procedure in force at that time.

The Company's Disciplinary and Grievance Procedures are set out in paragraphs 2.5 and 2.6 of section 2 of this handbook.

#### 1.16 Harassment

The Company is committed to taking all steps to eliminate harassment at work. It is a serious disciplinary offence and will be dealt with as such. It may also be unlawful under the Equalities Act 2010 or other relevant legislation. Any issues relating to the issue of harassment should be referred to a Director immediately.

## 1.17 Smoking

The Company operates a no smoking policy. The policy has been developed to protect all employees, customers, contractors and visitors from exposure to second-hand smoke and to assist compliance with the Health Act 2006 (and the Regulations under that Act), and to further our general obligation to make reasonable provision for health and safety at work under the Health and Safety at Work Act 1974.

It is the Company's policy that its' workplaces are smoke free. This policy applies to anything that can be smoked (including cigarettes, pipes and cigars). Smoking for these purposes includes the smoking of tobacco, substances that contain tobacco or the smoking of any other substance.

Smoking is prohibited in all enclosed and substantially enclosed premises in the workplace. This includes places used for company activities (including social and training events).

Work vehicles are also covered by this policy if they are used by more than one employee (regardless of whether they are in the vehicle at the same time). This policy applies within the workplace at all times (including outside normal working hours, public holidays and weekends).

The prohibition on smoking in the workplace under the Health Act 2006 does not cover smoking in private dwellings (for example, if working from home) or in private motor vehicles used for the work purposes of one employee.

Under this policy:

- indoor smoking rooms or smoking in meeting rooms will no longer be allowed; and
- all the Company's work premises and vehicles will display no smoking signs that meet legal requirements under the Health Act 2006.

Employees are permitted to take breaks for smoking during the working day on the understanding that no formal provision is made for these. At management discretion, those taking smoking breaks may be required to make good this time by taking a shorter lunch break or making up the time at either the start or end of the working day.

The Company has a legal responsibility to prevent people (including employees, customers, contractors and visitors) from smoking in the workplace or work vehicles. Failure to comply with the law (whether by allowing smoking in the workplace or by smoking in the workplace) may result in disciplinary action and may be considered a criminal offence incurring a financial penalty.

#### 1.18 Substance Abuse and Misuse

The personal consumption, taking of, possession of, dealing in or being under the influence of alcohol, stimulants (other than those medically prescribed) or chemical substances whilst on Company premises and/or whilst carrying out your duties, will be considered to be gross misconduct and likely to render you liable to dismissal.

#### 1.19 Clothing, Dress Code and Behaviour

The Company requires that all its employees dress appropriately when attending work. Those employees who deal with the Company's clients and the public have a special responsibility to ensure that they portray a clean, smart and business-like appearance. You are also required to pay attention to personal hygiene at all times and particularly when visiting clients or working at clients' premises.

Male employees are not permitted to wear jewellery although office-based male employees are permitted to wear signet or wedding rings.

Laboratory staff will be required to wear protective clothing (provided by the Company) at all times during the working day whilst in the laboratory. You may be provided with a uniform by the Company in which case it is your responsibility to keep it clean, repaired and regularly laundered. You are also required to return all items of clothing to the Company on termination of employment, along with all other items of Company property.

If you do not adhere to this dress code you may be sent home without pay and may additionally face disciplinary action.

Additionally, in all your dealings with the Company's clients or your colleagues, you are expected to behave professionally and courteously at all times. You are reminded that swearing or similar bad language is unacceptable. Failure to do so will render you liable to disciplinary action.

#### 1.20 Personal Property

The Company will make every effort to protect personal property; however it cannot take responsibility for the loss or damage to any personal property brought onto its premises.

#### 1.21 Company Property

Staff should take all reasonable steps to protect Company property, avoid the misuse of equipment, use of facilities for personal business, and the wastage of materials. Any Company property or documentation (for example, laptop computers) which you are using are required to be looked after carefully and responsibly. For example, all Company property and documentation must be locked away in the boot of a car and not left on car seats etc.

#### 1.22 Gifts

The Company actively discourages the acceptance of any gifts by employees, whether in cash or kind, from any customer, supplier or any person connected with the business.

You must declare all gifts or hospitality (which cannot reasonably be declined) to your Manager. Failure to disclose gifts or hospitality accepted may result in disciplinary action being taken.

#### 1.23 Statement on the Bribery Act 2010

The Bribery Act 2010, in force from 1<sup>st</sup> July 2011, aims to tackle bribery and corruption in both the private and public sectors. The Company welcomes the Act and its Board is keen to ensure compliance.

One of the six principles of the Act demands that there is top level commitment in the organisation for the prevention of Bribery. To this end, we have the lead Director as David Byrne, Chief Executive.

The Company follows good business practice and has robust controls in place to prevent bribery. Work is underway to update our policies and consolidate initiatives. However the Company is not complacent and it is important that all our employees, contractors and agents comply with our business policies and procedures, particularly with regard to procurement and also strict limitations and controls on hospitality, sponsorship and gifts.

## 1.24 Life Assurance and Pension

Once you have completed six full calendar months' employment with the Company and subject always to their terms and conditions and rules (details of which are available from the Human Resources Department) you shall be eligible to participate in the following Company schemes:

The Company's life assurance scheme;

The Company's permanent health insurance scheme;

The Company's pension scheme (see below); and

The Company's interest free season ticket loan scheme (after the probationary period has been completed).

The Company reserves the right to amend, substitute or replace the above schemes at its discretion and without prior notice.

### Life Assurance

You will be covered for lump sum death-in-service cover, so long as you are over 18 and under 65 years of age from the commencement of service and are eligible under the terms of the Scheme. The cost of providing this benefit is wholly met by the Company.

#### 1.24.1 Actively at work

You must be actively at work on the date of entry to the Company service. If you are absent from work through illness or injury, cover will not be granted until you have completed a normal working day.

#### 1.24.2 Evidence of health

Normally, you will not be required to provide evidence of health but in certain circumstances this will be required. You will be advised if this affects you. If, having provided evidence of your health, the insurance company imposes conditions or restrictions on your cover, then you will be informed of these. If this happens, you may be covered for less than the full level of cover, or not covered at all.

#### 1.24.3 Level of cover

As a member of Health Services Laboratories Group Life Assurance Scheme, should you die whilst in employment, a lump sum benefit will be paid equal to at least three times your annual basic salary. 'Scheme salary' is basic salary at date of death that may be limited by the statutory "Earnings Cap".

#### 1.24.4 Payment of benefits

Claim payments are made at the discretion of the Trustees, usually to your nominated beneficiary. This is to avoid any potential liability to Inheritance Tax. (For this reason, your will should not include any reference to this benefit although you should take independent advice in this respect). It is important that you sign, date and return the Nomination of Beneficiary form in order that the Trustees can keep this record on file. You should keep a personal record of



whom you have nominated and advise the Trustees of any amendments should your circumstances change.

#### 1.24.5 Termination of cover

Cover will cease at the earliest of:

- i. the date on which you retire or leave the service of the Company or any of its Associated Companies; or
- ii. your reaching 65 years of age.

#### Pension

1.24.6 After six months employment, the Company will contribute an annual amount equal to 3% (three per cent) of your basic salary to the Company's Group Personal Pension Scheme. In order to qualify for the company contribution you must make a contribution of at least 3% of your salary.

1.24.7 You may make contributions from your salary to the Company's Group Personal Pension Scheme after three months continuous employment. However, the Company will not make any contributions until after six months continuous employment, as stated above.

1.24.8 After six months service you have the option to join the Salary Exchange Scheme which offers the opportunity to boost your pension fund by making pension contributions from your earnings before income tax and national insurance contributions are deducted. Further details are available from the Human Resources Department.

1.25 Salary Continuance / Permanent Health Insurance ("PHI")

In the event of you being unable to work due to sickness or injury you will receive Statutory Sick Pay from the Company.

In the event of longer term illness, however, a benefit of 50% of salary less the single person's invalidity benefit will be payable subject to eligibility and to continuing medical assessment by the PHI insurer. The insurer may require medical underwriting and they will inform you of their requirements.

This benefit will be payable following 26 weeks of continuous ill health or disability up to the age of 65 and will increase in payment by the rate of 5% per annum (subject to the Rules of the Scheme).

The cost of this cover is wholly met by the Company.

If you are a member of the Group Personal Pension Scheme the PHI Provider, subject to their approval of the claim, will meet the Company's contributions to the Scheme.

1.25.1 Actively at work requirements

Cover will be granted immediately if you are actively at work in your normal occupation on the date of joining the PHI scheme and on the 1<sup>st</sup> April each year thereafter.

If the above does not apply then you must have returned to normal full time service before cover can be resumed.

*Exclusions* - AIDS and pregnancy are currently the only exclusions applying to this the Contract.

1.25.2 Termination of cover

Cover will cease at the age of 65 for all employees, on retirement or termination of employment, whichever is the earlier.

## 1.26 Miscellaneous

The construction, validity and performance of these Terms and Conditions of Employment shall be governed by the laws of England and Wales and the parties submit to the jurisdiction of the Courts of England and Wales as regards any claim or matter arising in respect of these Terms and Conditions of Employment.

Any notice required to be given pursuant to these Terms and Conditions of Employment shall be in writing and shall be deemed to have been duly served if hand delivered or sent by facsimile or first class post addressed to the relevant party's address as specified in The Contract or such other address as such party may designate from time to time and in the case of the Company, marked for the attention of The Human Resources Department.

Any notice shall be deemed to have been served:

- if hand delivered, at the time of delivery (excluding weekends and public holidays);
- if sent by facsimile, at the time of transmission (excluding weekends and public holidays);
- if sent by post in the United Kingdom, 48 hours after posting (excluding weekends and public holidays);
- provided that delivery or transmission outside business hours shall be deemed to have been served on the next business day.