

M&L Ambulance Service

Equal Opportunities Policy

1. Equal Opportunities and Discrimination Policy

The Company recognises that discrimination is not only unacceptable but it is also unlawful.

The Company's aim is to ensure that no job applicant or member of staff is discriminated against, either directly or indirectly, on the grounds of race, sex, marital status or disability.

By including this policy in the Employee Handbook, all staff are made aware that the Company will act in accordance with all statutory requirements, and take into account any relevant codes of practise.

All job applicants will be considered solely on their ability to do the job. Interview questions will not be of a discriminatory nature.

All promotions will be made on merit in line with the principles of the policy.

Employees who have a disability will receive the necessary help, within reason, to enable them to carry out their normal duties effectively.

This policy will be assessed at regular intervals to ensure that equality of opportunity is afforded to all employees.

2. Harassment Policy

The Company will not tolerate any form of harassment or bullying on the grounds of sex, sexuality, race, creed, colour or disability.

The purpose of this policy is to inform all employees of the type of behaviour that is totally unacceptable, and to explain what solutions there are to employees who may suffer harassment or bullying.

The Company intends to provide a neutral working environment in which no one feels threatened or intimidated.

Harassment is a discriminatory act and is also a criminal offence.

It is very difficult to define harassment as it can take many forms, but in the main it takes the form of unwanted behaviour by one employee to another, for example:

- Patronising or belittling comments.
- Comments about appearance/body/clothes.
- Leering or staring at a person's body.
- Unwelcome sexual invitations or pressure.

1. PRECEDENCE

- 1.1 In the event that there is a conflict between the terms of the general Conditions of Contract and the Special Conditions of Contract, the latter shall take precedence but all other terms and conditions shall otherwise remain in full force and effect

2. CONTRACT PERIOD

- 2.1 The Contract shall commence on 1st April 2002 and shall continue in force for three years with an option to extend for two years.

3. STANDARD OF SERVICE

- 3.1 The Services shall be provided in accordance with this Agreement, and the Contractor shall not deviate from the Agreement without the prior written consent of the Authorised Officer.
- 3.2 In addition to any more specific obligations imposed by the terms of this Agreement, it shall be the duty of the Contractor to provide the Services to a standard, which is in all respects to the reasonable satisfaction of the Authorised Officer.
- 3.3 The Contractor, in providing the Services, shall comply with the Policies, Rules, Procedures and Standards of the Trust, as amended from time to time. The Trust shall throughout the Contract Period ensure that any changes in such documents made from time to time are brought promptly to the attention of The Contractor. These documents will be made available upon application to the Authorised Officer.
- 3.4 The Authorised Officer will create a monitoring procedure with which the Contractor will be obliged to comply, this will be arranged directly between the Authorised Officer and the Contractor prior to the commencement of the Agreement.
- 3.5 The Contractor will be expected to deal with all day to day exigencies and contingencies that occur within the demands of the Services specified. This shall include an effective response to changes in individual needs.
- 3.6 The Contractor will be expected to provide the defined Service to accommodate changes/needs in service that may occur as a result of special circumstances.

4 CONTROL AND SUPERVISION OF STAFF

- 4.1 The Contractor shall appoint a named person to be the Contract Manager for the

- 4.2 The Contract Manager shall be the duly authorised representative of the Contractor for all purposes connected with this Agreement. Any notice, information, instruction or other communication given or made to the Contract Manager shall be deemed to have been given or made by the Contractor.
- 4.3 The Contractor shall forthwith give notice in writing to the Authorised Officer of the identity of the person appointed Contract Manager of any subsequent appointment. Until notice of a subsequent appointment shall have been given the Trust shall be entitled to treat as Contract Manager the person last notified to the Authorised Officer as being the Contract Manager.
- 4.4 The Contractor shall ensure that the Contract Manager, or a competent deputy, who is duly authorised to act on his behalf, is available to the Trust when any employee of the Contractor is on duty for the provision of the Specified Service.
- 4.5 The Contractor shall inform the Authorised Officer of the identity of any person authorised to act for any period as deputy for the Contract Manager before the start of that period.
- 4.6 The Contract Manager or his deputy shall consult with the Authorised Officer and with such other of the Trust's own staff as may from time to time be specified by the Authorised Officer as often as may reasonably be necessary for the efficient provision of the Service in accordance with the terms of this Agreement.
- 4.7 If the Contractor at any time becomes aware of any act or omission or proposed act or omission by the Trust which prevents or hinders or may prevent or hinder the Contractor from providing the Services in accordance with the terms of this Agreement, the Contract Manager or his deputy shall forthwith inform the Authorised Officer of that fact. The provision of such information under this subparagraph shall not in any way release or excuse the Contractor from any of the Contractor's obligations under this Agreement.
- 4.8 The Contractor's staff engaged in and about the provision of the Services shall primarily be under the control and direction of the Contractor's own supervisory staff but shall nevertheless while on the Trust's premises obey all reasonable instructions given to them by the Trust's supervisory staff in any matter occasioned by the operational needs of the relevant Service or health, safety or welfare of anyone.
- 4.9 The Contractor shall ensure that his staff carry out their duties and behave while on the Trust's premises in an orderly manner and in as quiet a manner as may be reasonably practicable having regard to the nature of the duties being performed by them. The Contractor's staff shall not cause any unreasonable or unnecessary

disruption to the routines, practices and procedures of the Trust's staff, patients or visitors, or any of the staff of any other Contractors.

- 4.10 The Authorised Officer may, but not unreasonably or vexatiously require any person employed by the Contractor in or about the provisions of the Services to be medically examined at any time during their employment
- 4.11 The Contractor will be required to screen all employees through an agreed Occupational Health Service, at his own expense. This may be through the Trust's own Occupational Health Service or by one agreed by the Trust. The Trust may request confirmation that this is being adhered to.
- 4.12 The Contractor shall at all times comply fully with the provisions and requirements of the Control of Infection Policy of the Trust.
- 4.13 The Contractor shall at all times comply fully with the Health & Safety (First Aid) Regulations 1981.
- 4.14 The Contractor shall comply with the Trust's requirements relating to accident recording and notification.
- 4.15 The contractor shall immediately notify the Authorised Officer of any actual or potential industrial action, including strike action, whether such action be by his own staff or others, that affects or might affect his ability at any time to provide the Services to the Contract Standard. The Contractor shall be responsible for monitoring the Services to the Contract Standard during industrial action, at no additional cost to the Trust. The Contractor's contingency plans and arrangements must be submitted with the tender. If industrial action is threatened during the course of the Contract, additional details of planned contingency measures must be immediately provided to the Authorised Officer and will be subject to this approval.
- 4.16 In the event of the Contractor being unable to maintain Services to the Contract standard, the Contractor shall, without prejudice to the remedies of the Trust referred to in the proceeding provisions of this paragraph, permit the Authorised Officer and his staff to have access to and unrestricted use of such equipment and material which being the property of the Contractor are deemed necessary to maintain Services by the Authorised Officer during industrial action, or any other such occurrence, without additional charge.
- 4.17 Without prejudice to the provisions of this Contract, where the nature of a place of any duties upon which the Contractor's staff shall be engaged in the provision of the Services makes the wearing of protective clothing or footwear necessary or appropriate, the Contractor shall provide and shall require his staff to wear such clothing or footwear. In any event, where the Trust's policies or procedures

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require any specialised protective clothing to be worn, the Contractor shall ensure that such clothing is provided for and worn by his staff.

- 4.18 The Contractor shall pay his staff only by cheque or direct credit and no cash for pay purposes will be held on site by the Contractor.
- 4.19 The Contractor shall not employ in or about the provision of the Services any person who:
- 4.19.1 Shows active signs of or who is under treatment for any infectious or communicable disease, or who is a known carrier of such a disease; or who
- 4.19.2 Has suffered from recurrent sore throats, or who
- 4.19.3 Has suffered from any of the enteric group of fevers; or who has suffered from dysentery and who has had recurrent symptoms of this disease unless shown to be free from active infection by six bacteriological examinations carried out over a period of one month, or who
- 4.19.4 Has suffered from, has signs of, is under treatment for, or who is suffering from any medical condition which is known to, or does potentially place the health of the Trust's staff, residents, patients or visitors at risk.
- 4.20 Any medical examination or certification of any member of the Contractor's staff required by the provisions of this Agreement shall be arranged by and shall be at the expense of the Contractor provided always that the Trust shall be entitled at its own expense to require any medical examination to be carried out by a Medical Practitioner nominated by the Trust

8. Training Policy

Introduction

Day to day training is the responsibility of Management who can call on specialised skills and knowledge within the Company and from external sources for advise on training matters.

Aim

The aims of the policy are:

- All new employees will receive induction training, which includes relevant health and safety information.
- All new employees and existing employees changing job within the Company will receive job specific training including health and safety information.
- The longer-term development needs of those employees with potential to progress beyond their present job, will be identified and met when these are consistent with the needs of the Company.

Procedures

The procedures for training are:

- A record will be kept for each employee showing the training received.
- The training records will be monitored on a regular basis and the needs checked.
- All training programmes will be monitored and revised, as necessary, in order to meet changing business needs.

9. Conduct and General Procedure for Ambulance Staff

Introduction

Ambulance staff provide a vital link between the patient and the many branches of the health service dedicated to the care of the sick, injured, mentally afflicted. They meet and carry out their work with medical and nursing staff and many other people in Health Service work.

The purpose of this document is to lay down certain standards to which personnel must carry out their daily work. Although this is not intended to be a 'Rule Book' failure to reach these standards in any particular area may lead to disciplinary action.

The prime task of the ambulance service is to transport patients to and from treatment centres without avoidable deterioration and without unnecessary delay, while ensuring their comfort and well being. The M&L service is held in high esteem and this is largely due to the individual acts of uniformed members who are seen by the public as people of integrity rendering a valuable and humane service. Each member of the service must jealously guard this reputation and care taken to ensure that nothing is said or done which will injure it. Particular attention is drawn to the following points, observance of which will assist personnel to pursue their chosen occupation to the satisfaction of the patient, the service, and not least themselves.

General Appearance

The public image of the ambulance service stems directly from the appearance, bearing and conduct of individual members of staff. It is essential; therefore, that the ambulance person shall be smartly turned out at all times. The wearing of uniform serves the dual purpose of maintaining the necessary appearance and also permitting ease of recognition by members of the public, hospital staff, etc. Personnel are expected to maintain their uniform in good repair, and ensure that it always presents a neat and tidy appearance.

Availability for Duty

Personnel will be required to undertake duties in accordance with the duty rota for their station and to be fully aware of the times of the various tours of duty. In the operation of an efficient service punctuality is of prime importance and all staff must be available for duty promptly at the correct time.

Conduct Towards Patients and Members of the Public

Special responsibilities are placed upon ambulance staff by virtue of the services they are required to render to the sick, injured, aged, infirm etc. The performance of duties whether in people's homes or in attendance on unconscious or other immobile patients elsewhere, places the ambulance man or woman in a position of trust calling for the highest standards of integrity. It is essential; therefore, that no circumstance is allowed to arise, either by work or deed which might give cause for complaint or suspicion that this trust is misplaced. Ambulance Service staff must at all times be courteous in manner and approach each task with a quiet efficiency aimed at instilling confidence and trust into patients, relatives and bystanders.

Driving

All drivers have a particular responsibility with regard to the manner in which they handle their vehicle on the road.

Staff are therefore expected to take a pride in their vehicle and to drive in an exemplary manner. They also have a responsibility to get help to a seriously ill or injured patient as quickly as possible – consistent with safety.

While it is not proposed to deal at length with the subject of road safety and traffic regulations, attention is drawn to the fact that all staff must comply with the law and the Highway Code and that all vehicles, other than those engaged on an emergency case, must strictly observe the speed limit in force in the area through which they are passing. It is emphasised that in the great majority of cases speed is of secondary importance to the comfort of the patient.

Confidential Information

To enable the Ambulance Service to perform its functions effectively and in the best interests of the patient, confidential information is provided about the patient's condition and sometimes other aspects of a personal nature. Such details made available on service forms must not be divulged to the patient or any other person. Personnel must on no account discuss with patients their illness or relate details of any previous cases they have experienced. They must also refrain from discussing matters of service policy and management with patients or other persons, including the press.

Smoking

- *Staff* are not allowed to smoke in service vehicles at any time. Contravention of this will be subject to disciplinary action and may lead to dismissal from service.
- *Patients* it is in the interests of all patients that no smoking is allowed in ambulance vehicles. Members of staff will, of course, act with tact in enforcing this prohibition.

Drink

The presence of alcohol in the bloodstream can seriously affect the efficiency of an individual and the general public is naturally concerned when they see a uniformed member of the Service drinking in a public place. It is also very unpleasant for a patient to be attended at close quarters by a person whose breath smells of drink, which would, of course, undermine the patient's confidence in the ability of the individual to carry out his or her duty. The consumption of any alcoholic drink while on duty (including meal breaks) is strictly forbidden and any breach of this requirement will be dealt with as a serious disciplinary offence, and will lead to dismissal.

Removal of Cases

Crews will be provided with details of the patients they are to convey which will include the patient's classification as set down below. It is of the utmost importance that removals are carried out in accordance with these instructions:

- **Walker:** Patients who can walk with the assistance of one man SIT in the ambulance. (Patients who are not classified as 'walking' cases must not be allowed to walk to the ambulance).
- **Chair:** Patients who should either be carried to and from the ambulance, or can walk with the assistance of TWO staff, and can SIT in the ambulance. (The onus for deciding to walk with the assistance of two men **MUST** rest with the patient).
- **Stretcher:** Patients who **MUST** be carried to and from the ambulance and **MUST** lie on the stretcher bed.

Reporting of Availability

Immediately on completion of each allotted task crews will report their availability to the parent control and act on the instructions received.

Responsibility of Attendant in Conveyance of Patients

When the crew of an ambulance consists of two members of the service, the person not driving is the attendant responsible for the patient during the period of conveyance.

Conveyance of Persons Other than Patients

Staff must not carry or give lifts to any persons other than those for whom ambulance transport has been authorised. There are certain minor exceptions to this rule as follows:

- The patient's medical attendant.
- Authorised hospital staff accompanying the patient.
- Police officers officially connected with the patient.
- Escort provided by one of the voluntary services.
- Relative or friend authorised by doctor or hospital.