



EMPLOYEE HANDBOOK v3

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EMPLOYEE HANDBOOK

1. INTRODUCTION

1.1 Welcome to Clipper Contracting Group's employee handbook.

2. USING THE EMPLOYEE HANDBOOK

2.1 This Employee Handbook sets out the main policies and procedures that you will need to be aware of while working for us. You should familiarise yourself with it and comply with it at all times. Any questions you may have regarding its contents or how to comply with it should be referred to Clipper Contracting Group at contactus@clippercontracting.co.uk.

2.2 The policies and procedures set out in this handbook apply to all employees.

2.3 The policies and procedures in this handbook do **not** form part of your contract with us, which has been provided to you separately. However, your contract requires you to comply with this handbook, including any amendments which we may make from time to time.

3. RESPONSIBILITY FOR THE EMPLOYEE HANDBOOK

3.1 The Directors of Clipper Contracting Group have overall responsibility for this handbook and for ensuring that its policies and procedures comply with our legal obligations.

3.2 This handbook is reviewed regularly to ensure that its provisions continue to meet our legal obligations and reflect best practice.

Everyone should ensure that they take the time to read and understand the content of this handbook and act in accordance with its aims and objectives.

Schedule 1 Expenses Policy

1. ABOUT THIS POLICY

- 1.1 This policy provides guidelines and establishes procedures for employees claiming expenses.
- 1.2 For those employees on our Clipper Total solution (who are not subject to (or to the right of) supervision, direction and control in the manner in which the work is carried out), our full expenses policy should be referred to. This is supplied upon registration, is available on our website or upon request.
- 1.3 Where an employee is claiming expenses, an expenses claim form must be submitted. This can be completed through our online portal or by completing an expenses claim form.

Schedule 2 Driving Policy

1. ABOUT THIS POLICY

- 1.1 This Driving Policy applies to any employee who drives on Company business.
- 1.2 This policy does not form part of any employee's contract of employment and we reserve the right to amend or replace it from time to time.
- 1.3 Any failure to comply with this Driving Policy may be dealt with under our Disciplinary Policy.

2. ELIGIBILITY TO DRIVE

- 2.1 You must provide us with a copy of your Driving Licence before you may use your vehicle for Company business.
- 2.2 If requested by us, you must produce a DVLA code at <https://www.gov.uk/view-driving-licence> to permit us to view (i) your driving eligibility and (ii) any penalty points on your Driving Licence.
- 2.3 You must notify us without delay if:
 - (a) you incur any penalty points or endorsements on your Driving Licence;
 - (b) your Driving Licence is suspended; or
 - (c) any court proceedings are pending which might result in your Driving Licence being suspended.

3. VEHICLE INSURANCE & TAX

- 3.1 You must ensure that your vehicle is insured before using it for Company business. Your insurance policy must expressly permit you to use your vehicle for business purposes.
- 3.2 You must provide us with a copy of your insurance policy and certificate each year.
- 3.3 You must keep your vehicle taxed at all times. If you have not renewed your vehicle's tax for any reason, you must let us know without delay. We may check the tax status of your vehicle from time to time using the online service provided by the DVLA.

4. VEHICLE CONDITION

- 4.1 Your vehicle must be suitable for use for business purposes and project a professional image.

4.2 Your vehicle must be kept in a clean and tidy condition when used on Company business.

4.3 You must ensure that your vehicle has a current MOT certificate (where applicable) and that it is kept in a roadworthy condition.

5. DRIVING ON COMPANY BUSINESS

5.1 You must comply with all road traffic laws when driving on Company business and not drive under the influence of alcohol or drugs (including prescription medication.)

5.2 You must not (i) use a handheld mobile device while driving on Company business or (ii) use any hands-free mobile device if such usage would distract you from driving.

5.3 You must not smoke in your vehicle if you are travelling with a colleague or third party on Company business.

5.4 The Company shall not be liable for:

(a) any damage to your vehicle which is incurred when driving on Company business; or

(b) any penalty points, fines or parking notices which you may incur when using your vehicle on Company business.

Schedule 3 Equal Opportunities Policy

1. EQUAL OPPORTUNITIES STATEMENT

- 1.1 We are committed to promoting equal opportunities in employment. You will receive equal treatment regardless of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation (**Protected Characteristics**).

2. ABOUT THIS POLICY

- 2.1 This policy sets out our approach to equal opportunities and the avoidance of discrimination at work. It applies to all aspects of employment with us, including, pay and conditions, training, appraisals, promotion, conduct at work, disciplinary and grievance procedures, and termination of employment.

- 2.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

3. DISCRIMINATION

- 3.1 You must not unlawfully discriminate against or harass other people including current and former employees, clients, suppliers and visitors. This applies in the workplace, outside the workplace (when dealing with customers, suppliers or other work-related contacts) and on work-related trips or events including social events.

- 3.2 The following forms of discrimination are prohibited under this policy and are unlawful:

- (a) **Direct discrimination:** treating someone less favourably because of a Protected Characteristic.
- (b) **Indirect discrimination:** a provision, criterion or practice that applies to everyone but adversely affects people with a particular Protected Characteristic more than others, and is not justified.
- (c) **Harassment:** this includes sexual harassment and other unwanted conduct related to a Protected Characteristic, which has the purpose or effect of violating someone's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Harassment is dealt with further in our Anti-harassment and Bullying Policy.
- (d) **Victimisation:** retaliation against someone who has complained or has supported someone else's complaint about discrimination or harassment.
- (e) **Disability discrimination:** this includes direct and indirect discrimination, any unjustified less favourable treatment because of the effects of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

4. DISABILITIES

- 4.1 If you are disabled or become disabled, we encourage you to tell us about your condition so that we can consider what reasonable adjustments or support may be appropriate.

5. BREACHES OF THIS POLICY

- 5.1 We take a strict approach to breaches of this policy, which will be dealt with in accordance with our Disciplinary Procedure. Serious cases of deliberate discrimination may amount to gross misconduct resulting in dismissal.

- 5.2 If you believe that you have suffered discrimination you can raise the matter through our Grievance Procedure or Anti-harassment and Bullying Policy. Complaints will be treated in confidence and investigated as appropriate.

- 5.3 You must not be victimised or retaliated against for complaining about discrimination. However, making a false allegation deliberately and in bad faith will be treated as misconduct and dealt with under our Disciplinary Procedure.

1. ABOUT THIS POLICY

- 1.1 We are committed to providing a working environment free from harassment and bullying and ensuring all staff are treated, and treat others, with dignity and respect.
- 1.2 This policy covers harassment or bullying which occurs at work and out of the workplace, such as on business trips or at work-related events. It covers bullying and harassment by staff and also by third parties such as clients, suppliers or visitors.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. WHAT IS HARASSMENT?

- 2.1 Harassment is any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment.
- 2.2 It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.
- 2.3 Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Harassment is unacceptable even if it does not fall within any of these categories.
- 2.4 Harassment may include, for example:
 - (a) unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
 - (b) unwelcome sexual advances or suggestive behaviour;
 - (c) offensive e-mails, text messages or social media content;
 - (d) mocking, mimicking or belittling a person's disability.
- 2.5 A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if the jokes create an offensive environment.

3. WHAT IS BULLYING?

- 3.1 Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority, but can include both personal strength and the power to coerce through fear or intimidation.
- 3.2 Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include, by way of example:
- (a) physical or psychological threats;
 - (b) overbearing and intimidating levels of supervision;
 - (c) inappropriate derogatory remarks about someone's performance;
- 3.3 Legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to workers in the course of their employment, will not amount to bullying on their own.

4. IF YOU ARE BEING HARASSED OR BULLIED

- 4.1 If you are being harassed or bullied, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to Clipper Contracting Group; we can provide confidential advice and assistance in resolving the issue formally or informally.
- 4.2 If informal steps are not appropriate, or have not been successful, you should raise the matter formally under our Grievance Procedure.
- 4.3 We will investigate complaints in a timely and confidential manner. The investigation will be conducted by a senior individual within the business. We will consider whether any steps are necessary to manage any ongoing relationship between you and the person accused during the investigation.
- 4.4 Once the investigation is complete, we will inform you of our decision. If we consider you have been harassed or bullied by an employee the matter will be dealt with under the Disciplinary Procedure as a case of possible misconduct or gross misconduct. If the harasser or bully is a third party, we will consider what action would be appropriate to deal with the problem. Whether or not your complaint is upheld, we will consider how best to manage any ongoing working relationship between you and the person concerned.

5. PROTECTION AND SUPPORT FOR THOSE INVOLVED

- 5.1 Employees who make complaints or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.

6. RECORD-KEEPING

- 6.1 Information about a complaint by or about an employee may be placed on the employee's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process. These will be processed in accordance with our Data Protection Policy.

**Schedule 5 Anti-Corruption, Tax Evasion & Bribery
Policy**

1. ABOUT THIS POLICY

1.1 It is our policy to conduct our business in an honest and ethical manner. We take a zero-tolerance approach to bribery, tax evasion and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships.

1.2 Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. Any contractor or independent consultant who breaches this policy may have their contract terminated with immediate effect.

1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time. It will be reviewed regularly.

2. WHO MUST COMPLY WITH THIS POLICY?

2.1 This policy applies to all employees working for us in any capacity.

3. WHAT IS BRIBERY?

3.1 **Bribe** means a financial or other inducement or reward for action which is illegal, unethical, a breach of trust or improper in any way. Bribes can take the form of money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or any other advantage or benefit.

3.2 **Bribery** includes offering, promising, giving, accepting or seeking a bribe.

3.3 All forms of bribery are strictly prohibited. If you are unsure about whether a particular act constitutes bribery, raise it with Clipper Contracting Group.

3.4 You must not:

(a) give or offer any payment, gift, hospitality or other benefit in the expectation that a business advantage will be received in return, or to reward any business received;

(b) accept any offer from a third party that you know or suspect is made with the expectation that we will provide a business advantage for them or anyone else; or

(c) give or offer any payment (sometimes called a facilitation payment) to a government official in any country to facilitate or speed up a routine or necessary procedure.

3.5 You must not threaten or retaliate against another person who has refused to offer or accept a bribe or who has raised concerns about possible bribery or corruption.

4. WHAT IS TAX EVASION?

4.1 **Tax Evasion** means (i) an offence of cheating the public revenue or (ii) an offence of being knowingly concerned in, or in taking steps with a view to, the fraudulent evasion of tax.

4.2 It is an offence for any business to facilitate tax evasion of any kind. We therefore take a zero tolerance approach to any conduct which might be regarded as encouraging, supporting or assisting any person or company to evade tax.

5. GIFTS AND HOSPITALITY

5.1 This policy does not prohibit the giving or accepting of reasonable and appropriate hospitality for legitimate purposes such as building relationships.

5.2 A gift or hospitality will not be appropriate if it is unduly lavish or extravagant, or could be seen as an inducement or reward for any preferential treatment (for example, during contractual negotiations or a tender process).

5.3 Gifts must be of an appropriate type and value depending on the circumstances and taking account of the reason for the gift. Gifts must not include cash or cash equivalent (such as vouchers) or be given in secret.

6. HOW TO RAISE A CONCERN

6.1 If you are offered a bribe, or are asked to make one, or if you suspect that any bribery, tax evasion, corruption or other breach of this policy has occurred or may occur, you must notify Clipper Contracting Group or report it in accordance with our Whistleblowing Policy as soon as possible.

1. ABOUT THIS POLICY

1.1 We are committed to conducting our business with honesty and integrity and we expect all staff to maintain high standards. Any suspected wrongdoing should be reported as soon as possible.

1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. WHAT IS WHISTLEBLOWING?

2.1 Whistleblowing is the reporting of suspected wrongdoing or dangers in relation to our activities. This includes bribery, fraud or other criminal activity, miscarriages of justice, health and safety risks, damage to the environment and any breach of legal or professional obligations.

3. HOW TO RAISE A CONCERN

3.1 You should speak to Clipper Contracting Group in the first instance.

3.2 We will arrange a meeting with you as soon as possible to discuss your concern. You may bring a colleague or union representative to any meetings under this policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.

4. CONFIDENTIALITY

4.1 We hope that you will feel able to voice whistleblowing concerns openly under this policy. Completely anonymous disclosures are difficult to investigate. If you want to raise your concern confidentially, we will make every effort to keep your identity secret and only reveal it where necessary to those involved in investigating your concern.

5. EXTERNAL DISCLOSURES

5.1 The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases, you should not find it necessary to alert anyone externally.

5.2 The law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator. We strongly encourage you to seek advice before reporting a concern to anyone external. Public Concern at Work operates a confidential helpline. Their contact details are at the end of this policy.

6. PROTECTION AND SUPPORT FOR WHISTLEBLOWERS

6.1 We aim to encourage openness and will support whistleblowers who raise genuine concerns under this policy, even if they turn out to be mistaken.

6.2 Whistleblowers must not suffer any detrimental treatment as a result of raising a genuine concern. If you believe that you have suffered any such treatment, you should inform Clipper Contracting Group immediately. If the matter is not remedied, you should raise it formally using our Grievance Procedure.

6.3 You must not threaten or retaliate against whistleblowers in any way. If you are involved in such conduct, you may be subject to disciplinary action. In some cases, the whistleblower could have a right to sue you personally for compensation in an employment tribunal.

6.4 However, if we conclude that a whistleblower has made false allegations maliciously or with a view to personal gain, the whistleblower may be subject to disciplinary action.

6.5 Public Concern at Work operates a confidential helpline. Their details are:

Helpline: (020) 7404 6609

E-mail: whistle@pcaw.org.uk

Website: www.pcaw.org.uk

Schedule 7 Disciplinary Procedure

1. ABOUT THIS PROCEDURE

- 1.1 This procedure is intended to help maintain standards of conduct and performance and to ensure fairness and consistency when dealing with allegations of misconduct or poor performance.
- 1.2 Minor conduct or performance issues can usually be resolved informally. This procedure sets out formal steps to be taken if the matter is more serious or cannot be resolved informally.
- 1.3 This procedure does not form part of any employee's contract of employment and we may amend it at any time. We reserve the right to depart from this procedure if we consider it to be appropriate under the circumstances.

2. INVESTIGATIONS

- 2.1 Before any disciplinary hearing is held, we will investigate the matter. Any meetings and discussions which we hold as part of an investigation are solely for fact-finding and no disciplinary action will be taken without a disciplinary hearing.
- 2.2 In some cases of alleged misconduct, we may need to suspend you from work while we carry out the investigation or disciplinary procedure (or both). While suspended, you should not visit our premises or the premises outlined in any assignment or contact any of our clients, unless authorised to do so. Suspension is not considered to be disciplinary action and we will not usually suspend you for more than two weeks.
- 2.3 You must co-operate fully and promptly in any investigation. This will include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending investigative interviews if required.

3. CRIMINAL INVESTIGATIONS

- 3.1 Where your conduct is the subject of a criminal investigation, charge or conviction we will investigate the facts before deciding whether to take formal disciplinary action.
- 3.2 We will not usually wait for the outcome of any prosecution before deciding what action, if any, to take. Where you are unable or have been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, we may have to take a decision based on the available evidence.
- 3.3 A criminal investigation, charge or conviction relating to conduct outside work may be treated as a disciplinary matter if we consider that it is relevant to your employment.

4. THE HEARING

4.1 Following any investigation, if we consider there are grounds for disciplinary action, you will be required to attend a disciplinary hearing. We will inform you in writing of the allegations against you, the basis for those allegations, and what the likely range of consequences will be if we decide after the hearing that the allegations are true. We will also include the following where appropriate:

- (a) a summary of relevant information gathered during the investigation;
- (b) a copy of any relevant documents which will be used at the disciplinary hearing; and
- (c) a copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.

4.2 We will give you written notice of the date, time and place of the disciplinary hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time to prepare your case based on the information we have given you.

4.3 You may be accompanied at the hearing by a trade union representative or a colleague, who will be allowed reasonable paid time off to act as your companion. We may, at our discretion, allow you to bring a companion who is not a colleague or union representative (for example, a member of your family) if this will help overcome a disability, or if you have difficulty understanding English.

4.4 You should let us know as early as possible if there are any relevant witnesses you would like to attend the hearing or any documents or other evidence you wish to be considered.

4.5 We will usually nominate another employee to be present at the hearing to take notes.

4.6 We will inform you in writing of our decision, usually within one week of the hearing.

5. DISCIPLINARY ACTION AND DISMISSAL

5.1 The usual penalties for misconduct or poor performance are:

- (a) **Stage 1: First written warning.** Where there are no other active written warnings on your disciplinary record, you will usually receive a first written warning. This will remain active for six months.
- (b) **Stage 2: Final written warning.** In case of further misconduct or failure to improve where there is an active first written warning on your record, you will usually receive a final written warning. This

may also be used without a first written warning for more serious cases of misconduct or poor performance. This warning will remain active for 12 months.

- (c) **Stage 3: Dismissal or other action.** You may be dismissed for further misconduct or failure to improve where there is an active final written warning on your record, or for any act of gross misconduct. Examples of gross misconduct are given below (paragraph 7). You may also be dismissed without a warning for any act of misconduct or unsatisfactory performance during your probationary period.

6. APPEALS

- 6.1 You may appeal in writing to Clipper Contracting Group within one week of being told of our decision.
- 6.2 We will ensure that your appeal is heard by a senior individual who was not involved in the original decision.
- 6.3 You may bring a colleague or trade union representative with you to the appeal hearing.
- 6.4 We will inform you in writing of our final decision as soon as possible, usually within one week of the appeal hearing. There is no further right of appeal.

7. MISCONDUCT

- 7.1 The following are examples of matters that will normally be regarded as misconduct and will be dealt with under our Disciplinary Procedure:
 - (a) Minor breaches of our policies including the Sickness Absence Policy, IT Policy, etc;
 - (b) Minor breaches of your contract;
 - (c) Damage to, or unauthorised use of, our property;
 - (d) Poor timekeeping;
 - (e) Time wasting;
 - (f) Unauthorised absence from work;
 - (g) Refusal to follow instructions;
 - (h) Excessive use of our telephones for personal calls;

- (i) Excessive personal email or internet usage;
- (j) Obscene language or other offensive behaviour;
- (k) Negligence in the performance of your duties; or
- (l) Smoking in no-smoking areas.

7.2 This list is intended as a guide and is not exhaustive.

8. GROSS MISCONDUCT

8.1 Gross misconduct will usually result in dismissal without warning, with no notice or payment in lieu of notice (summary dismissal).

8.2 These are examples of matters that are normally regarded as gross misconduct:

- (a) theft or fraud;
- (b) physical violence or bullying;
- (c) deliberate and serious damage to property;
- (d) deliberately accessing internet sites containing pornographic, offensive or obscene material;
- (e) serious breach of Data Protection laws;
- (f) misuse of Confidential Information;
- (g) serious insubordination;
- (h) unlawful discrimination or harassment;
- (i) bringing the organisation into disrepute;
- (j) incapability at work brought on by alcohol or illegal drugs;
- (k) causing loss, damage or injury through serious negligence;
- (l) a serious breach of health and safety rules;

- (m) a serious breach of our Social Media policy;
- (n) conduct which is sufficiently serious to irreparably damage our relationship of mutual trust and confidence.

8.3 This list is intended as a guide and is not exhaustive.

1. ABOUT THIS PROCEDURE

1.1 Most grievances can be resolved quickly and informally. If this does not resolve the problem, you should initiate the formal procedure set out below.

1.2 This procedure does not form part of any employee's contract of employment. It may be amended at any time and we may depart from it depending on the circumstances of any case.

2. STEP 1: WRITTEN GRIEVANCE

2.1 You should put your grievance in writing and submit it to Clipper Contracting Group.

2.2 The written grievance should set out the nature of the complaint, including any relevant facts, dates, and names of individuals involved so that we can investigate it.

3. STEP 2: INVESTIGATION

3.1 Following your written grievance or complaint, we will reply to you, normally within one week of receiving your written grievance or complaint.

4. STEP 3: MEETING

4.1 In some circumstances, we will arrange a grievance or complaint meeting, normally within one week of receiving your written grievance. You should make every effort to attend.

4.2 You may bring a companion to the grievance meeting if you make a reasonable request in advance and tell us the name of your chosen companion. The companion may be either a trade union representative or a colleague, who will be allowed reasonable paid time off from duties to act as your companion. We may, at our discretion, allow you to bring a companion who is not a colleague or union representative (for example, a member of your family) if this will help overcome a disability, or if you have difficulty understanding English.

4.3 If you or your companion cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.

4.4 We may adjourn the meeting if we need to carry out further investigations, after which the meeting will usually be reconvened.

4.5 We will write to you, usually within one week of the last grievance meeting, to confirm our decision and notify you of any further action that we intend to take to resolve the grievance. We will also advise you of your right of appeal.

5. STEP 3: APPEALS

- 5.1 If the grievance has not been resolved to your satisfaction you may appeal in writing to the Directors of Clipper Contracting Group, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.
- 5.2 We will ensure that your appeal is heard by a senior individual who was not involved in the original decision.
- 5.3 You will have the right to bring a companion (see paragraph 4.2).
- 5.4 We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.

1. ABOUT THIS POLICY

- 1.1 This policy sets out our arrangements for sick pay and for reporting and managing sickness absence.
- 1.2 Abuse of sickness absence, including failing to report absence or falsely claiming sick pay will be treated as misconduct under our Disciplinary Procedure.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. REPORTING WHEN YOU ARE SICK

- 2.1 Should you be unable to work due to sickness or for any other reason, you should:
 - (a) Notify Clipper Contracting Group by 09:00am on the first day of absence;
 - (b) Provide details of how and where you may be contacted during the period of absence;
 - (c) Keep the Company updated as to the expected duration of your absence.
- 2.2 Failure to notify the Company promptly of any absence due to sickness may affect your entitlement, if any, to Statutory Sick Pay (SSP).

3. EVIDENCE OF INCAPACITY

- 3.1 You must complete a self-certification form for sickness absence of up to seven calendar days.
- 3.2 For absence of more than a week you must obtain a fit note from your doctor stating that you are not fit for work, giving the reason. You must also complete a self-certification form to cover the first seven days. If absence continues beyond the expiry of a certificate, a further certificate must be provided.
- 3.3 If your doctor provides a certificate stating that you "may be fit for work" you must inform us immediately. We will hold a discussion with you about how to facilitate your return to work, taking account of your doctor's advice. If appropriate measures cannot be taken, you will remain on sick leave and we will set a date for review.
- 3.4 Whilst we will usually accept a doctor's certificate as evidence of your incapacity to work, we reserve the right to make additional enquiries or to request further information under some circumstances.

4. STATUTORY SICK PAY

4.1 You may be entitled to Statutory Sick Pay (SSP) if you satisfy the relevant statutory requirements.

4.2 The Qualifying days for SSP are Monday to Friday or, if you work part time, the normal working days specified in your Employment Contract.

4.3 No SSP is payable for the first three consecutive days of absence. It starts on the fourth day of absence and may be payable for up to 28 weeks.

4.4 The rate of SSP is set by the government in April each year. Further information about SSP is available from the government website at [HTTPS://WWW.GOV.UK/STATUTORY-SICK-PAY/OVERVIEW](https://www.gov.uk/statutory-sick-pay/overview)

5. RETURN-TO-WORK INTERVIEWS

5.1 After a period of sick leave, we may hold a return-to-work interview with you. The purposes may include:

- (a) ensuring you are fit for work and agreeing any actions necessary to facilitate your return;
- (b) confirming you have submitted the necessary certificates;
- (c) raising any other concerns regarding your absence record or your return to work.

Schedule 10 Holiday Entitlement Policy

1. ABOUT THIS POLICY

- 1.1 This policy outlines the process which employees should follow when booking annual leave.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. HOLIDAY ENTITLEMENT

- 2.1 You are entitled to paid annual leave in accordance with your Contract of Employment plus the usual public holidays in England.
- 2.2 The annual leave year follows the calendar year, 1st January until the 31^s December.
- 2.3 Subject to the paragraph below, annual leave may not be carried forward from one year to the next and you should therefore use your entitlement at convenient times throughout the annual leave year to ensure that your entitlement is not lost. Employees are reminded that paid annual holiday entitlement was introduced for health and safety reasons and therefore should be taken throughout the calendar year, taking annual leave between assignments where possible.

3. BOOKING ANNUAL LEAVE

- 3.1 Annual leave must be requested by submitting a written request.
- 3.2 This is most easily done via the Clipper Contracting Group website. You should have your payroll number to hand.
- 3.3 You should give notice equivalent to not less than twice the duration of the holiday which you are requesting.

**Schedule 11 Time off for Antenatal Appointments
Policy**

1. ABOUT THIS POLICY

1.1 This policy outlines the statutory right to take time off to attend antenatal appointments.

1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. TIME OFF IF YOU ARE PREGNANT

2.1 If you are pregnant you may take reasonable paid time off during working hours for antenatal appointments. You should try to give us as much notice as possible of the appointment. Unless it is your first appointment, we may ask to see a certificate confirming your pregnancy and an appointment card.

3. TIME OFF FOR ACCOMPANYING A PREGNANT WOMAN: ELIGIBILITY

3.1 You may take unpaid time off to accompany a pregnant woman to an antenatal appointment if you have a "qualifying relationship" with the woman or the child. This means that either:

- (a) you are the baby's father;
- (b) you are the pregnant woman's spouse, civil partner or cohabiting partner;
- (c) she has undergone assisted conception and at that time you were her wife or civil partner or gave the required legal notices to be treated in law as the second female parent; or
- (d) you are one of the intended parents in a surrogacy arrangement and expect to obtain a parental order in respect of the child.

Schedule 12 Maternity Policy

1. ABOUT THIS POLICY

- 1.1 This policy outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth, and sets out the arrangements for antenatal care, pregnancy-related sickness, health and safety, and maternity leave.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. ENTITLEMENT TO MATERNITY LEAVE

- 2.1 All employees are entitled to up to 52 weeks' maternity leave, consisting of 26 weeks' ordinary maternity leave (**OML**) and 26 weeks' additional maternity leave (**AML**).

3. NOTIFICATION

- 3.1 Please inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations.
- 3.2 Before the end of the fifteenth week before the week that you expect to give birth (**Qualifying Week**), or as soon as reasonably practical afterwards, you must tell us:
- (a) the week in which your doctor or midwife expects you to give birth (**Expected Week of Childbirth**);
and
 - (b) the date on which you would like to start your maternity leave (**Intended Start Date**).
- 3.3 We will write to you within 28 days to tell you the date we will expect you to return to work if you take your full maternity leave entitlement (**Expected Return Date**).

- 3.4 Once you receive a certificate from a doctor or midwife confirming your Expected Week of Childbirth (**MATB1**), you must provide us with a copy.

4. STARTING MATERNITY LEAVE

- 4.1 The earliest you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date).
- 4.2 If you want to change your Intended Start Date please tell us in writing. You should give us as much notice as you can, but wherever possible you must tell us at least 28 days before the original Intended Start Date (or

the new start date if you are bringing the date forward). We will then write to you within 28 days to tell you your new expected return date.

4.3 Your maternity leave should normally start on the Intended Start Date. However, it may start earlier if you give birth before your Intended Start Date, or if you are absent for a pregnancy-related reason in the last four weeks before your Expected Week of Childbirth. In either of those cases, maternity leave will start on the following day.

4.4 The law says that we cannot allow you to work during the two weeks following childbirth.

5. MATERNITY PAY

5.1 Statutory maternity pay (**SMP**) is payable for up to 39 weeks provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. The first six weeks SMP are paid at 90% of your average earnings and the remaining 33 weeks are at a rate set by the government each year. For further information about the current rate of SMP, please refer to <https://www.gov.uk/employers-maternity-pay-leave>.

6. DURING MATERNITY LEAVE

6.1 With the exception of terms relating to pay, your terms and conditions of employment remain in force during OML and AML.

7. KEEPING IN TOUCH

7.1 We may make reasonable contact with you from time to time during your maternity leave although we will keep this to a minimum.

Schedule 13 Paternity Policy

1. ABOUT THIS POLICY

- 1.1 This policy outlines when an employee may be entitled to paternity leave and paternity pay, and sets out the arrangements for taking it.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. ENTITLEMENT TO PATERNITY LEAVE

- 2.1 Paternity leave is available on the birth of a child if you have been continuously employed by us for at least 26 weeks ending with the 15th week before the Expected Week of Childbirth and either:
 - (a) You are the biological father and will have some responsibility for the child's upbringing; or
 - (b) You are the husband, civil partner or cohabiting partner of the biological mother and will have the main responsibility (with the mother) for the child's upbringing.

3. PATERNITY LEAVE (PL)

- 3.1 Paternity leave (PL) is a period of two weeks' consecutive leave taken when a child is born or placed with you for adoption. You can start your leave on the date of birth or placement, or later, provided it is taken within eight weeks (56 days) of the birth or placement. (If the baby is premature the period ends eight weeks after the start of the Expected Week of Childbirth.)
- 3.2 To take PL you must give us written notice by the end of the 15th week before the Expected Week of Childbirth (or no more than seven days after the adoption agency notified of being matched with a child), or as soon as you reasonably can, stating:
 - (a) The Expected Week of Childbirth;
 - (b) Whether you intend to take one week or two weeks' leave; and
 - (c) When you would like your leave to start.
- 3.3 You can change the intended start date by giving us 28 days' notice or, if this is not possible, as much notice as you can.

4. PATERNITY PAY

4.1 Subject to you qualifying for paternity leave in accordance with section 2.1 above, you shall be entitled to statutory paternity pay (**SPP**) for up to 2 weeks provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. For further information about the current rate of SPP, please refer to <https://www.gov.uk/paternity-pay-leave>

4.2 You must take your leave and therefore claim your company paternity pay in one go and no additional payment shall be made in lieu if you choose to take less than your 2 week entitlement.

4.3 You may also be entitled to Shared Parental Leave. However, it is usually better for you if you use your Paternity Leave entitlement before starting any Shared Parental Leave.

5. DURING PATERNITY LEAVE

5.1 All the terms and conditions of your employment remain in force during PL, except for the terms relating to pay.

Schedule 14 Time Off for Public Duties Policy

1. ABOUT THIS POLICY

1.1 We wish to enable employees to perform any public duties that they may be committed to undertake and so will give them time off to do so. The circumstances in which we are prepared to do so are set out below.

1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. JURY SERVICE

2.1 You should tell us as soon as you are summoned for jury service and provide a copy of your summons if requested.

2.2 Depending on the demands of our business we may request that you apply to be excused from or defer your jury service.

2.3 We are not required by law to pay you while you are absent on jury service. You will be advised at court of the expenses and loss of earnings that you can claim.

Schedule 15 Health & Safety Policy

1. ABOUT THIS POLICY

- 1.1 This policy sets out our arrangements for ensuring we meet our health and safety obligations to staff and anyone visiting our premises.
- 1.2 The Directors of Clipper Contracting Group have overall responsibility for health and safety and the operation of this policy.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time. We will continue to review this policy to ensure it is achieving its aims.

2. YOUR RESPONSIBILITIES

- 2.1 All staff share responsibility for achieving safe working conditions. You must take care of your own health and safety and that of others, observe applicable safety rules and follow instructions for the safe use of equipment.
- 2.2 You should report any health and safety concerns immediately to the responsible person at the end-client for whom you are on assignment.
- 2.3 Failure to comply with this policy or the health and safety policy at the end-client's site, may be treated as misconduct and dealt with under our Disciplinary Procedure.
- 2.4 The employee must adhere to all end client policies regarding Health and Safety insofar as they apply to a third-party employee working at the end client's site. Where an employee is on assignment at the site of an end client the employee shall also observe and comply with all relevant health and safety policies and procedures in force at that site.
- 2.5 You should report and co-operate in the investigation of all accidents or incidents that have led to or may lead to injury.
- 2.6 You should use equipment or protective clothing provided in accordance with the training you have received
- 2.7 You must use equipment in accordance with any instructions given to you. Any equipment fault or damage must immediately be reported to the responsible person at the end-client for whom you are on assignment.

3. FIRE SAFETY

- 3.1 All staff should familiarise themselves with the fire safety instructions relevant to the site for which they are on assignment.

- 3.2 If you hear a fire alarm, leave the building immediately by the nearest fire exit and go to the relevant fire assembly point.

1. INTRODUCTION

1.1 We acknowledge that, like all businesses, we have a responsibility to minimise the unnecessary usage of natural resources and should wherever possible prevent wastage.

2. OUR COMMITMENT

2.1 We are committed to reducing the impact of our business activities on the environment. We will achieve this by:

- (a) Ensuring compliance with relevant environmental legislation, regulations and guidance;
- (b) Managing our activities to minimise carbon emissions into the atmosphere from our business;
- (c) Encouraging our employees to use public transport and take any other steps to minimise the environmental impact of commuting.

3. EMPLOYEE INVOLVEMENT

3.1 We require the support of all employees to ensure that this policy is effectively implemented.

3.2 We welcome and actively encourage feedback from employees with suggestions as to how we can operate our business in a more environmentally-friendly manner.

Schedule 17 Smoking Policy

1. ABOUT THIS POLICY

1.1 We are committed to protecting your health, safety and welfare and that of all those who work for us by providing a safe place of work and protecting all workers, service users, customers and visitors from exposure to smoke.

1.2 This policy does not form part of any employee's contract of employment and it may be amended at any time.

2. WHERE IS SMOKING BANNED?

2.1 Smoking is not permitted anywhere in the workplace, including any end client premises on which you may be on assignment. The ban applies to anything that can be smoked and includes, but is not limited to, cigarettes, electronic cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes.

2.2 To this extent, smoking is not permitted in any of the end client's vehicles.

3. BREACHES OF THE POLICY

3.1 Breaches of this policy by any employee will be dealt with under our Disciplinary Procedure.

3.2 Smoking in smoke-free premises or vehicles is also an offence and may result in a fixed penalty fine and/or prosecution.

Schedule 18 IT and Communications Systems Policy

1. ABOUT THIS POLICY

- 1.1 Our IT and communications systems and those of the end client for whom you are on assignment are intended to promote effective communication and working practices. This policy outlines the standards you must observe when using these systems and the action we will take if you breach these standards.
- 1.2 Breach of this policy may be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. EQUIPMENT SECURITY AND PASSWORDS

- 2.1 You are responsible for the security of the equipment allocated to or used by you, and you must not allow it to be used by anyone other than in accordance with this policy. You should use passwords on all IT equipment, particularly items that you take out of the office. You should keep your passwords confidential and change them regularly.
- 2.2 You must only log on to our systems or those of the end-client for whom you are on assignment, using your own username and password. You must not use another person's username and password or allow anyone else to log on using your username and password.
- 2.3 If you are away from your desk you should log out or lock your computer. You must log out and shut down your computer at the end of each working day.

3. SYSTEMS AND DATA SECURITY

- 3.1 You should not delete, destroy or modify existing systems, programs, information or data (except as authorised in the proper performance of your duties).
- 3.2 You must not download or install software from external sources without authorisation a suitable authority. Downloading unauthorised software may interfere with systems and may introduce viruses or other malware.
- 3.3 You must not attach any device or equipment including mobile phones, tablet computers or USB storage devices to any system without authorisation.
- 3.4 should exercise particular caution when opening unsolicited e-mails from unknown sources. If an e-mail looks suspicious do not reply to it, open any attachments or click any links in it.

3.5 Inform the person you report into at the end client for whom you are performing the assignment immediately, if you suspect your computer may have a virus.

3.6 You must not copy, extract, remove or delete any information from our database or that of the end client for whom you are on assignment without written consent. Unauthorised copying, extraction, removal or deletion of any business-related data from our information technology systems may be a criminal offence under some circumstances and may also lead to disciplinary action against you, up to and including dismissal for gross misconduct.

4. E-MAIL

4.1 You must not deliberately delete e-mails to avoid their disclosure in any pending or actual legal proceedings.

4.2 You must not send abusive, obscene, discriminatory, racist, harassing, derogatory, defamatory, pornographic or otherwise inappropriate e-mails.

4.3 You should not:

- (a) send or forward private e-mails at work which you would not want a third party to read;
- (b) send or forward chain mail, junk mail, cartoons, jokes or gossip;
- (c) contribute to system congestion by sending trivial messages or unnecessarily copying or forwarding e-mails to others who do not have a real need to receive them; or
- (d) send messages from another person's e-mail address (unless authorised) or under an assumed name.

4.4 Do not use your own personal e-mail account to send or receive e-mail for the purposes of our business. Only use the e-mail account we have provided for you.

5. USING THE INTERNET

5.1 You should not access any web page or download any image or other file from the internet which could be regarded as illegal, offensive, in bad taste or immoral. Even web content that is legal in the UK may be in sufficient bad taste to fall within this prohibition. As a general rule, if any person (whether intended to view the page or not) might be offended by the contents of a page, or if the fact that our software has accessed the page or file might be a source of embarrassment if made public, then viewing it will be a breach of this policy.

6. PROHIBITED USE OF SYSTEMS

6.1 Creating, viewing, accessing, transmitting or downloading any of the following material will usually amount to gross misconduct (this list is not exhaustive):

- (a) pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature);
- (b) offensive, obscene, or criminal material or material which is liable to cause embarrassment to us or to our clients;
- (c) a false and defamatory statement about any person or organisation;
- (d) material which is discriminatory, offensive, derogatory or may cause embarrassment to others (including material which breaches our Equal Opportunities Policy or our Anti-harassment and Bullying Policy);
- (e) confidential information about Clipper Contracting Group, our clients or the end client for whom you are on assignment (except as authorised in the proper performance of your duties);
- (f) unauthorised software;
- (g) any other statement which is likely to create any criminal or civil liability (for you or us); or
- (h) music or video files or other material in breach of copyright.

Schedule 19 Mobile Phone Policy

1. INTRODUCTION

- 1.1 The purpose of this policy is to outline what the Company considers to be acceptable and unacceptable use of mobile phones at work.
- 1.2 Mobile phones can be both disruptive (in terms of productivity and concentration levels) and dangerous (from a health and safety point of view). Mobile phone use in the workplace can also risk breaches of confidentiality.
- 1.3 This policy is linked with the Company's Health and Safety Policy. We, as an employer, have a duty to ensure that the working environment is safe and that safe policies and practices are adopted.
- 1.4 This policy will apply differently to individual employees and what is acceptable will depend on the type of work being undertaken and the working environment. We expect all employees to adopt a common-sense approach in this regard.

2. SCOPE OF POLICY

- 2.1 All references to "mobile phones" in this policy include any personal mobile phone or electronic device capable of remote communication, such as a smart phone or a Personal Digital Assistant.
- 2.2 This policy relates to all forms of communication, including, but not limited to, phone (and video) calls, text (or picture) messages, emails and instant messages.
- 2.3 The "use" of a mobile phone also includes accessing the internet, for any purpose, on a mobile phone.
- 2.4 For the avoidance of doubt, employees are prohibited from using mobile phones to access social media sites during the working day. Please refer to the Social Media policy.

3. MOBILE PHONES AND DRIVING

- 3.1 It is against the law to use a hand-held mobile phone when driving.
- 3.2 Employees are strictly prohibited from using a hand-held mobile phone at any time when driving, or in charge of, a Company vehicle.
- 3.3 The Company will not be responsible for any civil or criminal liability resulting from an employee being caught using a mobile phone whilst driving.

3.4 It is not illegal to use a hands-free mobile phone or a sat-nav (satellite navigation system) however they can be a distraction. Employees are discouraged from using these devices.

3.5 The Company applies zero-tolerance in this area and any instances of using a mobile phone whilst driving will be treated as a serious breach of health and safety and dealt with accordingly.

3.6 Employees are only allowed to answer or to make calls if they are using an appropriate hands-free kit, and it is safe and reasonable for them to do so.

4. CAMERA PHONES

4.1 The majority of mobile phones now have a built-in camera (with video functionality).

4.2 Employees are strictly prohibited from taking any photos (or videoing) at any time during the working day. This applies equally to all staff.

5. LIABILITY FOR LOSS OR DAMAGE

5.1 The risk of losing or causing damage to a mobile phone is much greater at work. If the individual employee chooses to bring their mobile phone into work (which is not encouraged) it should be stored in a safe and private location.

5.2 The Company will not accept any responsibility or liability for a mobile phone which is lost, stolen or damaged on Company premises or during work time.

5.3 Employees who choose to bring their mobile phones to work do so at entirely their own risk.

6. BREACHES OF THIS POLICY

6.1 The Company will treat potential breaches of this policy very seriously.

6.2 Any employee found to be in breach of this policy will be subject to disciplinary action under the Disciplinary Policy.

6.3 Breaches relating to driving and confidentiality will be treated as a gross misconduct offence.

Schedule 20 Social Media Policy

1. ABOUT THIS POLICY

1.1 This policy is in place to minimise the risks to our business or that of the end-client you are on assignment for, through use of social media.

1.2 This policy deals with the use of all forms of social media, including Facebook, LinkedIn, Twitter, Google+, Wikipedia and all other social networking sites, internet postings and blogs. It applies to use of social media for business purposes as well as personal use that may affect our business or that of the end client for whom you are on assignment with.

1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. PROHIBITED USE

2.1 You must avoid making any social media communications that could damage not only our business interests or reputation, even indirectly, but also those of the end client for whom you are on assignment for.

2.2 You must not use social media to defame or disparage us, our staff, any third party or the end client for whom you are on assignment with; to harass, bully or unlawfully discriminate against our staff, third parties or the end client; to make false or misleading statements; or to impersonate colleagues, third parties or the end client for whom you are on assignment with.

2.3 You must not express opinions other than your own, via social media.

2.4 You must not post comments about sensitive business-related topics, such as performance, or do anything to jeopardise any trade secrets, confidential information and intellectual property of either Clipper Contracting Group or the end client for whom you are on assignment. You must not include our logos or other trademarks in any social media posting or in your profile on any social media.

3. GUIDELINES FOR RESPONSIBLE USE OF SOCIAL MEDIA

3.1 Unless otherwise directed, you should make it clear in social media postings, or in your personal profile, that you are speaking on your own behalf.

3.2 Be respectful to others when making any statement on social media and be aware that you are personally responsible for all communications which will be published on the internet for anyone to see.

3.3 If you disclose your affiliation with us on your profile or in any social media postings, you must state that your views do not represent those of your employer (unless you have been authorised to speak on our behalf as.

You should also ensure that your profile and any content you post are consistent with the professional image you present.

3.4 If you see social media content that disparages or reflects poorly on us, you should inform us without delay.

4. BREACH OF THIS POLICY

4.1 Breach of this policy may result in disciplinary action up to and including dismissal. Any employee suspected of committing a breach of this policy will be required to co-operate with our investigation, which may involve handing over relevant passwords and login details.

4.2 You may be required to remove any social media content that we consider to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.