

## **Labour Code of Conduct**

Sir Robert McAlpine is committed to the highest ethical standards of employment within its business and requires all its supply chain partners and labour providers to adhere to this Code of Conduct (“Code”). This Code shall apply to all sub-contractors, suppliers, third parties, consultants or other entities who supply labour directly to a Sir Robert McAlpine and any labour agencies or umbrella companies which provide labour indirectly to Sir Robert McAlpine via a sub-contractor, supplier, third party, consultants or entity. For the avoidance of doubt this Code shall apply to labour providers at all points in the supply chain.

As a minimum, adherence to all national laws apply. This includes but is not limited to, the Modern Slavery Act 2015; the Equality Act 2010; the Bribery Act 2010; Immigration, Asylum and Nationality Act 2006.

Forced and illegal working and child labour is prohibited.

### **Definitions**

*Contract of Employment:* this is a written, legally binding agreement between a Worker and their employer which specifies the terms and conditions under which a person consents to perform certain duties as directed and controlled by an employer in return for an agreed wage or salary.

*Contract for Services:* this is a written, legally binding agreement between a business and a self-employed Worker. (It is different from an employment contract, which is between an employer and an individual who then becomes employed by the company).

*Labour Provider:* all:

- sub-contractors, suppliers, third parties, consultants or other entities who supply labour directly to a Sir Robert McAlpine for works at a Site; and
- any labour agencies or umbrella companies which provide labour indirectly to Sir Robert McAlpine via a sub-contractor, supplier, third party, consultants or entity for works at a Site.

*Right to Work Check:* A check which consists of checking a document which is acceptable for demonstrating someone’s permission to work.

*Modern Slavery:* as constituted in the Modern Slavery Act 2015, which includes (but is not limited to) the following offences: slavery, servitude, forced or compulsory labour and human trafficking.

*Site:* any site, office or plant facility where Sir Robert McAlpine operates.

*Worker:* an individual providing labour through one of the following methods:

- As a PAYE employee directly employed by the Labour Provider
- As a temporary worker engaged through a Labour Provider
- As a freelancer or consultant appointed directly through a Labour Provider or through an umbrella company
- An employee provided by a personal service company through a Labour Provider
- As a self-employed individual appointed by the Labour Provider

### **Business structure and management systems**

1. Sir Robert McAlpine will only allow labour provided to its Sites, to be done so through an identifiable and distinct legitimate Labour Provider. The Labour Provider shall have either Contracts of Employment or Contracts for Services with the Workers it provides.
2. Labour Providers must have all the relevant and up-to-date licenses and permits that are required to provide labour to the construction industry.
3. Labour Providers will have a documented mechanism for enforcing the highest level of integrity in their labour practices. Furthermore evidence to demonstrate a clear mechanism for reporting and addressing cases of unethical labour practice, including (but not limited to) policies in place to address forced labour and Modern Slavery.
4. Labour Providers will have a clear, auditable and robust pre-qualification procurement and checking processes whereby, the credibility of their supply chain is verified and confirmed as acceptable. This will include validation of recruitment intermediaries such as umbrella companies that are expected to adopt the standards of this policy.
5. Labour Providers will be able to provide immediately on request, by or on behalf of Sir Robert McAlpine, evidence of compliance with all requirements of this Code and full disclosure in respect of their recruitment supply chain. Sir Robert McAlpine reserves the right to audit the supply chain and may refuse the use of any Labour Provider at any level in the supply chain.
6. Labour Providers will pay all costs of recruitment, including labour sourcing recruitment fees, and shall ensure that no Worker is charged a recruitment fee.
7. The Labour Provider must have auditable procedures in place to ensure that Workers always maintain personal control of their identification documents (e.g., passport, work permits and CSCS card). Confiscation or withholding of Workers personal original identification documents is prohibited.
8. The Labour Provider must ensure that they are fully compliant with all General Data Protection Regulations (GDPR) and ensure that all Workers are aware of their privacy rights pursuant to GDPR.
9. The Labour Provider will ensure that Right to Work Checks have been carried out for all Workers before the Worker is employed to ensure they are legally allowed to do the work in question and in any event before they enter any Sir Robert McAlpine Site. The Right to Work Checks shall be carried out in accordance with Home Office Guidance (link [HERE](#)). The Labour Provider shall also carry out a follow-up check on people who have time-limited permission to work in the UK when this permission expires.
10. The Labour Provider will demonstrate compliance with paragraph 9 through appropriate evidence and provide further evidence as requested by Sir Robert McAlpine.
11. The Labour Provider shall pay for the cost of an occupational health 'fit for work certificate' for Workers who have a Contract of Employment.
12. Child labour is prohibited
13. Any threat of violence, harassment and intimidation is prohibited.

14. Labour Providers must ensure and demonstrate that they do not engage in, support or tolerate discrimination of any kind during the recruitment process or whilst a Worker is engaged to work for Sir Robert McAlpine on the basis of race, colour, ethnic and national extraction, gender, marital status, sexual orientation, age, diseases, disability, pregnancy, religion, caste or social origin, political opinion, union (or non-union) membership or any other form of discrimination.
15. Sir Robert McAlpine supports Business in the Community's (BITC's) 'Ban the Box' campaign to ensure that ex-offenders have a fair chance to compete for jobs. Therefore, we ask that Labour Providers follow the same principles and remove the tick box from job application forms asking about criminal records. This will allow the Labour Provider to assess job seekers on their skills and abilities first to level the playing field for talented people with criminal convictions.
16. The Labour Provider will ensure training on the topic of Modern Slavery is delivered to all Workers they bring to Sir Robert McAlpine Site. This training could be carried out using various means such as a toolbox talk and/or an e-learning module. Evidence of such training shall be provided to Sir Robert McAlpine on request.
17. Regardless of the recruitment route of the Worker (i.e., through an umbrella company or directly employed), the Labour Provider will ensure that all Workers have access to relevant policies of the Labour Provider and there is a mechanism in place for a Worker to raise any concerns or grievances, e.g., a whistleblowing helpline, grievance policy and mechanism

### **Worker contract and pay**

18. The Labour Provider will ensure all Workers have a clear, written Contract of Employment or Contract for Services and this is provided to the Worker prior to the commencement of work and prior to the Worker accessing any Site. All Workers should be able to understand their Contract of Employment or Contract for Services. The onus shall be on the Labour Provider or employer or service provider to ensure that the Worker understands the Contract of Employment or Contract for Services and has the opportunity to question or seek clarification.
19. No Contract of Employment or Contract for Services or other documentation that a Worker is required to sign up to, shall limit the freedom of movement of that Worker.
20. All Workers shall have the freedom to terminate their Contract of Employment or Contract for Services.
21. As a minimum a Worker's Contract of Employment or Contract for Services must include the following:
  - Details of the conditions of employment and nature of work
  - Start date and duration of the contract
  - Legal status of the contract
  - Rates of pay, including details of the intervals at which remuneration is paid and how
  - Working hours and days and details of overtime work including rates
  - Breaks and rest periods

- Annual holiday entitlement and related payment
  - Length of notice that both the Worker and employer must give
  - Details of any deductions from pay, such as National Insurance
22. Payment of Workers must be in accordance with their Contract of Employment or Contract for Services and cannot be varied by supplemental or verbal agreements or be impacted on by contract negotiation/disputes between the Workers' employer (sub-contractor, supplier, third party, consultant or entity or Labour Provider) and Sir Robert McAlpine.
23. All Workers shall receive a clear itemised payslip (or receipt for payment if they are on a Contract for Services) for each pay period and the amount paid to the Worker is at least equivalent to the United Kingdom legal minimum wage and is in full without deductions other than required by national law. Payment should be in line with the Contract of Employment or Contract for Services.
24. Any deductions made are to be clear, legal, bona fide and agreed by the Worker in writing (or court order) and in accordance with the Workers Contract of Employment or Contract for Services.
25. No deductions are to be made to the Workers' pay for disciplinary reasons.
26. A Worker's pay must go directly to the Worker's nominated bank account and not to any third party.
27. All Workers' wages are to be paid directly into the Workers nominate bank account and not via cash.
28. No deductions are to be made to the Worker's pay in relation to the Apprenticeship Levy.
29. The Labour Provider must declare whether they or any other Labour Provider in their supply chain working on a Sir Robert McAlpine project, charges a payroll / administration fee to workers. The amount of the payroll / administration fee must be declared to Sir Robert McAlpine prior to the Labour Provider starting work on the project.
30. If workers are charged a payroll / administration fee, this must not take their wage below the national minimum wage.
31. For all London Living Wage projects, the Labour Provider shall ensure that all Workers on that project are paid in accordance with the National Living Wage Foundation. Only standard deductions (National Insurance and Tax) should take the wage of the Worker below the London Living Wage. If workers are charged a payroll / administration fee pursuant to paragraph 29, this must not take their wage below the London Living Wage.
32. The Worker shall receive free of charge, 5 point Personal Protective Equipment (boots, gloves, eye protection, hard hat and Hi-Viz clothing appropriate for the task) as a minimum, by the Labour Provider and be suitable for the duties they are expected to undertake.
33. Overtime is voluntary, at the choice of the Worker and paid in line with the Contract of Employment and Contract for Services.
34. The relevant legislation regarding trade unions and recognition (The Trade Union and Labour Relations (Consolidation) Act 1992) must be complied with in all circumstances.



35. Working hours – all aspects of working time regulations must be complied with and evidence must be provided by the Labour Provider if the Worker has opted out.

36. All Workers will have an appropriate Construction Skills Certification Scheme (CSCS) Card. The cost of revision materials, organising and sitting the test will be met by the Labour Provider.

Sir Robert McAlpine will carry out regular audits /reviews of its supply chain to satisfy itself that the above requirements are being complied with.

In the event it is found that a Labour Provider or a party in the supply chain is not in compliance with this Code, they shall be notified of such non-compliance and:

- In the event of fundamental breach (determined at Sir Robert McAlpine’s complete discretion) Sir Robert McAlpine shall be permitted to remove the Labour Provider with immediate effect; or
- In the event of a breach which is capable of being corrected (determined at Sir Robert McAlpine’s complete discretion), shall be given notice of the non-compliance, details of the action required to remedy the non-compliance and permitted up to 20 working days (or such other period as Sir Robert McAlpine may at its discretion decide) to remedy the issue, failing which Sir Robert McAlpine may consider removing the Labour Provider from the Supply Chain.

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