SUPPLEMENTARY

PROJECT

AGREEMENT

for

SIEMENS plc

KEADBY 2 CCGT PROJECT

SIEMENS plc

SUPPLEMENTARY PROJECT AGREEMENT FOR THE KEADBY 2 CCGT PROJECT

Mechanical, Electrical, Instrumentation, Construction, Erection and Installation work to be undertaken by Contractors

On behalf of

Siemens plc

And

Scottish & Southern Electricity

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1 TITLE AND INTRODUCTION

Siemens plc believe that stable industrial relations is an essential part of the construction of the Keadby 2 CCGT Project and that all in-scope Contractors/Sub-Contractors should apply a single set of terms and conditions of employment for their employees to avoid exploitable differences arising. The terms and conditions of the employment, which shall apply for all in-scope works, are those of the National Agreement for the Engineering Construction Industry (NAECI).

The Supplementary Project Agreement ("the SPA") shall be called the Supplementary Project Agreement for the Keadby 2 CCGT Project ("the Project") to be constructed for Scottish & Southern Energy ("the Client").

The SPA has been negotiated and agreed between the representatives of the Trade Union signatories to the National Agreement for Engineering Construction Industry (NAECI), the ECIA and Siemens plc. This SPA, along with the NAECI, form all the terms and conditions of employment solely applicable for in-scope work on the Project and be applied in full by the Contractors/Sub-Contractors appointed to carry out work. It is a condition of employment that all employees accept all of the obligations of the NAECI, this SPA and any PJC decisions during the time they are employed on the project. The sub-contractors are organisations that have been or are subsequently awarded contracts to carry out work that is within the scope of the SPA.

Where this SPA is silent or its contents come under question and require clarification or are disputed, then the intent and wording of the NAECI, current at the time shall take precedence. Where the NAECI section references occur in the text they relate to the 2019-2020 revision.

Prior to commencing on site all in-scope contractors and in-scope subcontractors shall be in current membership of the appropriate employers' association who are signatory to the NAECI and will abide by the rules of the association and agreements made by this SPA and the PJC.

The SPA is made supplementary to the NAECI and is subject to the authority of the National Joint Council for the Engineering Construction Industry (NJC).

1.1 Abbreviations

ECIA	Engineering Construction Industry Association
ECITB	Engineering Construction Industry Training Board
EHS	Environment, Health and Safety
IBA	Incentive Bonus Arrangement
NAECI	National Agreement for the Engineering Construction Industry
NJC	National Joint Council
PJC	Project Joint Council
ROM	Regional Operations Manager
SPA	Supplementary Project Agreement for the Keadby 2 CCGT Project
SSE	Scottish & Southern Electricity 'the Client'

2 SIGNATORIES

2.1 For the Employers:
Siemens plc and the Engineering Construction Industry Association (ECIA) on behalf of all Contractors/Sub-Contractors appointed to undertake work (which is designated as being in-scope) on the Keadby 2 CCGT Project for the duration of their on-site activities.

2.2 For the Trade Unions:
Unite the Union
GMB

Ratification by the NJC

(Appendix 1)

3 SCOPE

The SPA covers work within the scope of the NAECI carried out on the Project.

3.1 In Scope

3.1.1 Mechanical, electrical, instrumentation, engineering construction, steel erection, thermal insulation, cladding and installations work.

3.1.2 All scaffolding in support of in-scope work.

3.1.3 All craneage in support of in-scope work.

3.1.4 Pipe work where it is within the terms and conditions of the NAECI.

3.2 Out of Scope

3.2.1 Building, civil engineering, and refractory work together with associated support activities.

3.2.2 All scaffolding in support of Civil Construction.

3.2.3 All craneage in support of Civil Construction.

3.2.4 Cooling Tower and associated structures/pipework.

3.2.5 Project construction related repair, maintenance and minor modification work.

3.2.6 Catering, cleaning and ancillary site services.

3.2.7 Painting.

3.2.8 Specialist contractors/suppliers by the main contractors including but not limited to:-

- Installation, decommissioning and maintenance of utilities
- Commissioning and start up
- Work carried out by vendors' engineers of their contractors, in support of performance guarantees, service arrangements, and rectification of defects.
- Specialist activities e.g. the final alignment and commissioning of rotating plant
- NDT, including Radiography
- Stress Relieving

3.2.9 Security.

3.2.10 All work carried out by the client.

3.2.11 Other activities, which may occur from time to time, that has been agreed as being properly out of the NAECI scope e.g. the underground fuel gas pipe line, underground hydrant main and ring road.

4 STATUS AND IMPLEMENTATION OF THE AGREEMENT

4.1 The NAECI and this SPA shall form the principal terms and conditions of employment of the hourly paid employees of the in-scope contractors/subcontractors, and are mandatory and binding on all parties.

4.2 This SPA, subject to signature and NJC approval, will be implemented on the date of endorsement.

4.3 A copy of this SPA will be given to each in-scope employee (contractor or sub-contractor) during his/her Induction at the start of Employment on the project. The employee will signify his/her agreement to work to the requirements of NAECI and this SPA by signing Appendix 2. Appendix 2 will then be removed and filed as a record of the employees Induction. Individual employers shall be responsible for ensuring employees understand the SPA.

4.4 The principal objectives of the SPA are to uphold the terms and conditions of employment on the project in accordance with NAECI, to develop good standards of productivity and employment relations. Also to promote a common and co-ordinated approach by contractors, their sub-contractors and Trades Unions when dealing with all employment and productivity issues that might arise during the course of in-scope work on the Project.

5 CATEGORISATION, PROJECT JOINT COUNCIL AND REPORT BACK ARRANGEMENTS

5.1 It is agreed that the Project will be classified as Category 1 in compliance with NAECI.

5.2 To promote high standards of productivity and the proper management of industrial relations, a Project Joint Council (PJC) will be established in accordance with NAECI Appendix D Annex B. The PJC will meet monthly for the duration of the project unless otherwise mutually agreed by all parties.

The PJC will comprise of representatives of Siemens plc (numbers not restricted), ECIA, NJC, ECITB, one representative from each principal in-scope contractor on site at that time up to a maximum of five at any one time. The trade union representation will consist of two full time local trade union officers and up to five accredited shop stewards at any one time. Other parties may be invited from time to time by mutual agreement.

The PJC will meet monthly on the last Wednesday of each month for the duration of the in-scope works of the Project, unless otherwise agreed by the PJC.

The chair of the meeting will alternate between the ECIA Regional Manager and a Full Time Trade Union Officer who is a member of the PJC.

5.2.1 The principles and objectives of the PJC shall be to:-

- develop and maintain good standards of health, safety and welfare
- develop and maintain good standard of employment relations and productivity
- support the principals of NAECI and this SPA for all in-scope contractors, sub-contractors and employment businesses
- ensure uniform application of the NAECI and this SPA.
- review, investigate and promote the resolution of any disputes or potential disputes that might occur during in-scope activities

5.2.2 A NJC Regional Operations Manager (ROM) shall be appointed to represent the joint interests of the signatory parties on the Project. By way of a report the NJC ROM will provide the PJC with up to date information relevant to the project and will provide advice about the interpretation of the rules of the NAECI and assist the local parties with any procedural matters arising out of the operation and application of the NAECI.

5.2.3 The proceedings of each meeting of the PJC shall be recorded and an agreed communiqué prepared and distributed - see Report Back Arrangements.

5.2.4 The attendance required to constitute a quorum of the PJC will be three members each from both contractors and trade unions and must include at least one full time local trade union officer. To ensure the full effectiveness of this PJC it is a requirement that all PJC members commit to attend every PJC meeting whilst engaged on in-scope activities under the SPA. While continuity of attendance by

representatives at each meeting is strongly encouraged, substitutes will be permitted where advised in advance to and agreed by the Joint Chairmen.

5.2.5 The ECITB Representative will distribute a written report in support of Clause 10 of this SPA.

5.3 Report Back Arrangements

5.3.1 At an agreed time after each PJC meeting, following publication of the Joint Communiqué, at least one of the full-time local trade union officers, who are members of the PJC, shall report the PJC's main conclusions to accredited Shop Stewards not in attendance at the PJC at a paid meeting of up to one hour's duration. The PJC values the importance of maintaining good communication and therefore recognises that in exceptional circumstances it may be necessary to approve an extension to the normal duration of the paid report back meeting. Accredited Shop Stewards will feed back at a meeting for Trade Union members that have been substantiated by a card check. This meeting will take place on the day after the PJC meeting for the duration of one hour at the end of the shift, unless otherwise agreed by the PJC.

5.3.2 Following revision to the NAECI or this SPA, the PJC shall be responsible for ensuring that the workforce is informed of any such changes in the most effective manner, giving the fullest consideration to the need to sustain an acceptable level of production on the project.

6 RECRUITMENT

6.1 Siemens recognises the importance of the Project to the adjacent communities and requires that, wherever possible, every reasonable best effort should be given by the appointed sub-contractors to the recruitment of suitably qualified local labour.

6.2 When recruiting or re-deploying existing employees, contractors and subcontractors will have the right to select those employees most suitably qualified and experienced for the work activities in question.

6.3 In-scope contractors, when recruiting, will give equal consideration to the employment of suitably qualified UK labour in accordance with NAECI Appendix G.4.

6.4 Non-UK Contractors will be given equal opportunity to apply for packages of in-scope work on the Project. If successful their recruitment will have been in compliant with NAECI Appendix G and they will have the right to deploy their existing employees onto the Project. Senior Shop stewards will be advised of the name of the contractor appointed, scope of work, and their resourcing strategy (if necessary) at the earliest opportunity. Given that the official language of the site is English, as a minimum requirement, a responsible supervisor having a fluent spoken and written command of the English language must always be present at the workplace. Further information on the use of Non-UK Contractors can be found in NAECI Appendix G.4 and NJC Guidance Note (17) 02 – Non-UK Contractors on NAECI Registered Sites.

6.5 Should any contractor appointed to the Project (both UK and non-UK) have a need to supplement their existing workforce they will be required to contact the local Job Centre Plus with a view to securing suitably skilled labour to fulfill their requirements.

6.6 The Trade Unions signatory to the NAECI are recognised to be the sole negotiating parties on behalf of the employees, and are encouraged to support contractors in the application of NAECI.

6.7 Siemens plc is committed to equal opportunities and diversity and will endeavour to ensure that the Project is free of discrimination and harassment. This applies to all in-scope employees and Siemens plc will work closely with subcontractors and suppliers to help ensure the maintenance of this commitment.

6.8 To meet the above all in-scope employees of contractors and sub-contractors engaged on the project will be required to show the following mandatory documents prior to attendance at the site induction:

- Direct Contract of Employment in line with NAECI 4;
- A valid CCNSG Passport or European equivalent
- Proof of the right to work in the UK in accordance with NAECI Appendix G.5

7 WORKING HOURS, INCLEMENT WEATHER, OVERTIME AND SHIFT WORKING

7.1 The normal working hours will be 38 per week, worked over five days, Monday to Friday.

The start and finish times will be in accordance with NAECI 7.2 which fall within permitted working periods under planning consent for the Project. Unless otherwise agreed following discussion by the PJC the start and finish times for the 38 hour basic working week will be:

Monday to Thursday	7.30 – 16.00 hours
Friday	7.30 – 14.00 hours

There will be a 30-minute unpaid mid-shift meal break in accordance with provisions of NAECI 7.5(a). Start/finish and break times may be staggered to alleviate congestion on site, transport and canteen services.

7.2 Meal and refreshment breaks will be in accordance with NAECI 7.5.

7.3 Should there be a requirement shift working will be introduced in accordance with NAECI 7.3. The PJC will be informed prior to its introduction.

7.4 Overtime requirement, not guaranteed, will be required to meet the needs of the Project and employees are required to work such overtime in line with NAECI 7.4. ‘Scheduled Working’ is a combination of Basic hours along with Overtime. It is expected that

employees on the project, work the scheduled hours, where such hours are made available.

Whilst adhering to NAECI 7.4, individual circumstances should be considered where there is a reason where an employee cannot meet their obligation to work overtime on a particular occasion; employers are encouraged to consult with the individuals in this regard.

7.5 Overtime is not covered by any guaranteed working hours provisions and does not form part of the normal working hours as provided by NAECI 7.1. Overtime will be calculated on a daily basis.

7.6 Utilisation of Working Hours in accordance with NAECI 3.1

It is essential that a high level of productivity be achieved throughout the project to complete on time and within budget. The parties to this SPA commit themselves to the establishment, development and maintenance of high standards of productivity and the fullest utilisation of working hours across all in-scope activities.

7.6.1 Contractors/subcontractors will co-operate with Siemens plc to ensure that an efficient site organisation is maintained, that mess cabins and other facilities are to an approved standard, and that clocks and toolboxes are located as close to the work places as practical without disrupting access/egress for their own employees or the employees of other contractors/subcontractors. Employees will assist in keeping the facilities clean and tidy by adopting sensible housekeeping practices and will ensure that food and beverages are not consumed within the construction area but remain within the Mess facilities. To minimise the number of vehicles on site, lockable tool storage will be provided where appropriate by the main/sub contractors.

7.6.2 The main locations for site welfare facilities are shown in Appendix 6. Employees will be allocated a specific facility dependant on their work location. Employees must recognise that in order to optimise efficiency they may be required to change facilities/work areas as the Project progresses.

7.6.3 To clarify employees are required to co-operate by: -

(a) Ensuring that working hours are fully utilised by, in particular, arriving at their designated site welfare facilities in sufficient time to change and prepare for work before clocking on at their designated clocking point and at the designated time and immediately proceeding to their work place. In some cases, this will mean proceeding via transport, or walking to satellite locations, dressed for work.

(b) At the end of the designated working day, clocking off at the defined time before returning to the mess cabin/changing facilities and preparing for their departure from site.

(c) Ensuring that authorised breaks established with their employer are restricted to the designated times, and by leaving the mess cabin and/or canteens promptly and returning to their work place by the most direct route.

(d) Carrying out alternative work as directed during periods of inclement weather when the employer has decided that weather conditions justify the cessation of an employee's normal work, as per NAECI 8.3.

(e) Taking cover in temporary shelters or returning to cabins as directed by Supervision/Management when no alternative work is available, and leaving cabins and returning to work when so instructed by the employer's Supervisor as outlined NAECI 8.3. Employees who have been directed to temporary shelters or to cabin up will be paid at the appropriate basic rate, enhanced in the case of overtime and shift work hours by the appropriate premium payment, plus any proficiency payment in accordance with NAECI 8.3(a) for the time thus spend providing they remain available for work throughout the prescribed working hours. It is emphasised that the Incentive Bonus Arrangements (NAECI 6.3) are not applicable under these circumstances.

(f) In accordance with NAECI 8.3(a) an employee who fails to remain available for work during scheduled working hours shall not be entitled to payment in accordance with the above for any such scheduled hours except for those hours for which the employee actually held himself available for work.

8 BASIC RATES OF PAY, PRODUCTIVITY AND INCENTIVE BONUS ARRANGEMENTS

8.1 The basic hourly rates of pay, holiday entitlements and severance pay for employees covered by this agreement are set out in NAECI A.8.

8.2 The payment of wages will be in accordance with the NAECI 6.1.

8.3 The Project has been classified NAECI Category 1 and, in accordance with NAECI 19.1, an incentive bonus arrangement (IBA) may be introduced on the Project to encourage and reward improvements to working practices or the achievement of specific agreed targets or objectives. The Project will operate a performance based incentive bonus arrangement in accordance with NAECI 19.3 which is contained in Appendix 3 of this SPA.

9 HEALTH, SAFETY AND WELFARE

It is a key objective of the project to deliver a first class working plant, on time and built to the highest level of quality without personal injury or risk to health on any individual working or visiting the site. Compliance with UK Health and Safety Legislation is a mandatory requirement. This is supported by a genuine management interest in the safety, health and welfare of every contributing individual.

The parties to this SPA are committed to achieving a high level of health and safety performance on the project and will act to minimise the occurrence of accidents.

The participation and cooperation of every employee is essential to achieve this objective. This includes but not limited to: -

- Complying with all site Safety Rules
- Compliance with PPE requirements
- Compliance with smoking and drugs & alcohol rules
- Compliance with the emergency evacuation procedure (refer to Project Health, Safety and Environmental Plan
- Pro-active participation in identifying risks and safe working methods, including the Reporting of any incidents or near misses
- Carrying out work strictly in accordance with accepted risk assessments, method statements and any agreed workplace precautions
- Accept the challenge to participate in a challenging Project program involving innovative construction methods

NOTHING IS SO IMPORTANT THAT IT CANNOT BE DONE SAFELY

9.1 Safety Representatives and Safety Committee

Accredited Safety Representatives and a Safety Committee will be introduced in accordance with the NJC Guide to Health, Safety and Welfare. Safety Representatives and Management Representatives will meet not less frequently than once a fortnight and will form part of the Site Health, Safety and Welfare Representative meeting. A safety audit programme will be established and implemented at the earliest opportunity, and maintained throughout the project. Terms of Reference will be established which will include a written report submitted monthly to the PJC.

9.2 Personal Protective Equipment

9.2.1 All in-scope contractors/sub-contractors will ensure that the appropriate Personal Protective Equipment (PPE) identified for all work is issued, correctly used, maintained and replaced as necessary.

9.2.2 All employees will co-operate by wearing, correctly using, and properly caring for PPE issued to them, any employee misusing or abusing PPE in their possession will be disciplined in accordance with the provisions of Section 12 of this SPA.

9.2.3 Accordingly, as a minimum, all contractors/subcontractors will issue to their in-scope employees with work wear and PPE in accordance with the NJC Guide to Health, Safety and Welfare. It is mandatory that all in-scope employees will wear: -

- A boiler suit in accordance with the provision of the NAECI 2 and NJC Guide to health, safety and welfare
- Where appropriate two-piece coveralls (separate trouser and jacket) may be worn but cannot be worn as individual items
- Safety footwear in accordance with the provision of the NAECI 2 and NJC Guide to health, safety and welfare.
- High visibility vest/waterproofing when moving around site on foot
- Eye protection which conforms to EU Standards
- Safety helmet with chin strap attached to the helmet
- Safety gloves

9.2.4 Regarding safety helmets, the project is designated as a hard-hat site. All employees will wear an approved safety helmet at all times when in construction areas. All equipment to be 'in' date.

9.2.5 It should be noted that employers will require people issued with PPE under this Section, to wear their company issues, and not some other form of clothing.

9.2.6 Light eye protection must be worn on the construction site at all times (excluding site offices both inside and immediately outside of the site offices). Only as a result of specific risk assessments may this requirement be varied.

9.2.7 Employees who normally wear prescription glasses will be expected to report for work in possession of their prescription safety glasses. Subject to a minimum of four weeks of satisfactory employment and evidence of the requirement to have these replaced the employer will reimburse the cost of one pair of standard prescription safety spectacles or one pair of non-standard prescription safety spectacles (e.g. Bi-focal). To qualify the employee will use the nominated spectacle provider and attend any eye test in his or her own time.

9.2.8 In-scope employees are reminded that non-compliance with this clause will result in the application of NAECI 15 (disciplinary procedure) which could result in their access to the Site being withdrawn.

9.3 Working at Height

9.3.1 All employees working at height, and not on completed scaffolds or finished platforms, will be issued with an approved safety harness with a double lanyard by their employer, which must be worn at all times during the working hours and be secured to suitable anchor points when working aloft.

9.3.2 To promote the fullest utilisation of safety harnesses all contractors/subcontractors will ensure that supervisors of employees working at height issue them with appropriate instructions at the time tasks are allocated.

9.3.3 In the interests of their own safety and the safety of their colleagues, all employees will co-operate by conscientiously applying defined safe systems, including the use of safety harnesses at all times in man-lifts. Where appropriate notices will be displayed.

Compliance with these rules is mandatory and any breach will be classified as Gross Misconduct

9.4 Medication and Medical Issues

Medication and, or drugs prescribed by a Doctor can impede the ability to work safely. Employees taking medication and/or drugs must advise their employer of limitations these drugs may cause and co-operate in effecting any arrangements considered appropriate by their employer. A First Aid facility will be available on site prior to in scope work commencing. Siemens plc will employ the services of an Occupational Health Nurse, during normal working hours.

9.5 Mobile Telephones, Radios and Personal Stereos

The use of personal mobile phones or similar devices on site constitutes a serious disciplinary offence as it compromises the safety of the user and other site personnel. Mobile phones/similar devices will not be permitted on site unless authorised by Siemens plc

Personal stereos, MP3 players, I-Pods and other such devices are not permitted on the project.

Any breach of the above will result in the site pass of the offender being withdrawn.

9.6 Smoking

No smoking, inclusive of E-Cigarettes, is permitted on the project at any place other than in designated areas and at designated break times. Breaches of the ‘no smoking’ provision will be regarded as a serious disciplinary matter and will be dealt with in accordance with the disciplinary procedures in the appropriate employee’s Contract of Employment.

9.7 Response Squad

Siemens plc will establish a list of volunteer employees who may be called on to support the site owners and *emergency services* in the event of an emergency.

9.8 **Car Parking**

All employees are required to use the designated car parking area as marked on Appendix 6.

9.9 **Welfare Facilities**

Canteen facilities for takeaway food will be provided by Siemens plc. Toilet facilities and washing areas (including showers, lockers, changing and drying areas) are provided on site, together with messing and snack facilities by contractors/sub-contractors.

9.10 **Alcohol and Drugs**

9.10.1 Siemens plc and SSE require the performance of its employees, contractors and others on its premises to be unimpaired by alcohol and/or drugs.

9.10.2 In pursuance of this requirement Siemens plc will undertake 'Induction,' 'For Cause' and 'Random' testing.

9.10.3 **Induction testing.** All prospective attendees will be required to undertake both an alcohol and drugs test.

For Cause testing. Anyone, who is reasonably suspected to be under the influence of alcohol or drugs, may be asked to take a test. This may arise; for example, in circumstances where there is an accident or when an individual's actions show signs or symptoms that give cause to suspect impairment.

Random testing. Random testing will be carried out to monitor compliance with and effectiveness of the policy that Siemens plc and SSE require the performance of its employees, contractors and others on its premises to be unimpaired by alcohol and/or drugs. The site Industrial Relations Manager has sole discretion as to the time, place and number of tests carried out using the site access control system.

9.10.4 Testing will be undertaken by the Site Medic and will be performed to the highest professional standards.

9.10.5 A number of legitimately obtained prescriptions and other medicines can cause impairment. Siemens plc reserve the right to take appropriate action to protect the individual and their colleagues if this occurs.

9.10.6 Limits: There are no prescribed acceptable levels in the case of a positive drugs test. If any presence of an illegal drug or substance is found in an individual's test sample the positive result will be interpreted as a 'fail' of the test. In the case of alcohol, it is UK drink drive limit.

9.10.7 Any person testing positive for alcohol and/or drugs or anyone who refuses to take a test, will be removed from site and further action may be taken against them in accordance with the agreed disciplinary procedures. Note, by default, a

'fail' of the test is deemed to be Gross Misconduct. Refer to Appendix 4 for the full procedure.

9.10.8 Any person found to be in possession of alcohol or an illegal drug or substance will be deemed to have given a positive result and will therefore be subject to the action outlined above.

10 TRAINING

Training is an important requirement on the project and in particular the following training will be provided in accordance with the NJC Training Plan.

10.1 Induction Training

Upon first employment under this agreement all new employees will be required to undergo Induction Training. This training shall include explanation of the Project objectives and familiarisation with the general terms and conditions of the NAECI and the SPA.

It shall include: -

10.1.1 A briefing on the SPA, a signed copy of the booklet and are required to sign the tear-off section at the back of the booklet to indicated attending a successful induction and acceptance of the site rules and procedures.

10.1.2 Instruction on the safety, medical, welfare and security arrangements on the project.

10.1.3 Encouragement for all in-scope employees to be members in good standing of an appropriate signatory trade union, and to register on ECITB Skills Database if not already registered.

10.2 ECITB Apprenticeships/Technical Trainees

10.2.1 All parties signatory to this SPA are committed to the employment and training of apprentices and existing/new Technical Trainees in the industry. Apprentices engaged under the provisions of the ECITB Apprenticeship Scheme, the ECITB Technical Trainees and 'non-ECITB' apprentices enrolled under a bona fide company training scheme and registered with the ECITB will be given facilities to continue their period of 'on the job training and experience' and all employers will endeavour to increase the placement within their work scope for them and, as far as possible in line with NAECI 5.4.4 (a) and (b).

10.2.2 If necessary, the apprentices and trainees will be transferred from employer to employer to comply with the training requirements and there will be no opposition from the workforce to this policy.

10.3 **Competence in Engineering**

Arrangements will be established between the employers of labour and employees to progress the processes laid down in NAECI 5.4.5. Siemens will encourage contractors/sub-contractors to demonstrate, in so far as is reasonable and practicable, a safe and competent workforce through the validation of skills. Progress and status of competency should be monitored by the independent monitor.

10.4 **CCNSG Passport to Safety**

All persons working on the project on in-scope work must have the CCNSG Passport to Safety or European equivalent certification. Course fees and any refresher training fees will be borne by the employer. Payment for time spent will only be made to those persons in the respective contractor's employment on the project at the time taking the course. Contractors are explicitly forbidden to make a charge for this qualification, which will remain the property of the person holding the card. Contractors will not discriminate against those who do not hold the relevant qualification, and will provide training for those who need it, as well as the appropriate refresher training course.

On terminating on the Project due to redundancy, should the employee's safety passport be due for renewal within one (1) month of the leaving date, the Contractor will be responsible for the cost of its renewal (this does not apply to any employee leaving for any other reason).

11 TRADE UNION MATTERS

11.1 Access to the full provisions of the procedures for the avoidance of disputes is only available to members of those trade unions and employers' associations that are signatory to the NAECI and this SPA.

11.2 Good communications and effective relevant consultation in accordance with the provisions of the NAECI are essential when dealing with employment matters arising. Siemens plc will employ two (2) trained NECC Accredited Senior Shop Stewards. Their duties will primarily be their union activities but will also be required to undertake other duties as designated by Siemens plc. The employees of each in-scope contractor/subcontractor will be encouraged to elect a shop steward to represent their interests, and further to ensure that their elected representative is officially appointed as their shop steward by the appropriate NAECI signatory trade union.

11.3 In order that they may effectively carry out their duties in conjunction with their local Full Time Officers, each accredited shop steward and/or each accredited safety representative will be granted facilities by their employer in accordance with the provisions of NAECI. For their part shop stewards and safety representatives will at all times perform their duties in accordance with the requirements of NAECI. There will be the facility for a Trade Union Full Time Officer or Senior Shop Steward (one or the other not both together) to attend each induction to discuss membership.

12 DISCIPLINARY PROCEDURE

A consistent approach to disciplinary matters will be applied across the project. therefore any incidence of misconduct or breach in Health and Safety procedure will be dealt with in accordance with NAECI 15. Each contractor/sub-contractor will ensure that it has in place a formal written disciplinary procedure which is to be consistent with the requirements of the standard statutory disciplinary and grievance procedure set out in NAECI 15.

Parties are reminded that NAECI 15.8.5, NJC Facilitation, is available at any point during the Procedural route and should be sought, where both parties agree, with a view to resolution of the issue while the Procedural process continues.

13 GRIEVANCE PROCEDURE

Each contractor/sub-contractor will ensure that it has in place a formal written grievance procedure, the terms of which shall be consistent with the requirements of NAECI 14 together with NAECI A7. Employees who are concerned about, or are unclear about any aspect of their employment on the Project should first discuss the matter with their supervisor who will attempt to resolve the matter. Where after such discussions, employees remain concerned or unclear about the matter; they are entitled to raise the matter with their shop steward who will have access to the available means of settling differences, such means being those set out in NAECI 14.4. If settlement is not reached at Stage 1 then the matter may be progressed to Stage 2 and again if settlement not reached the reference may be progressed to Adjudication, as per NAECI Appendix E. Parties are reminded that the allocated NJC ROM should be informed of a potential Stage 2 as early as possible.

Parties are also reminded that NAECI 14.11, NJC Facilitation, is available at any point during the Procedural route and should be sought, where both parties agree, with a view to resolution of the issue outside of procedure.

14 PROCEDURE IN THE EVENT OF A DEATH ON THE PROJECT

The parties to this SPA recognise that the death of a site employee is distressing and even more so when the death results from a fatal accident. Nonetheless all in-scope employees will be required to comply with the procedure set out in NAECI 12.

Should a work colleague die on site, the distress which this causes to the workforce will be recognised, nonetheless employees are required to adhere to the procedures of the NAECI 12 and Appendix A.7. Particular attention is drawn to Appendix A.7(a)3, where an additional £35,000 has been made available, bringing the total death benefit by any cause to £65,000 (£70,000 from 6th January 2020). This additional payment is conditional on there being no sympathy stoppages on any NAECI site. In the event that a death is the result of a fatal accident on site, or travelling to and from the site, there is an

additional £40,000 payable. Dependents would in this event receive £105,000 (£110,000 from 6th January 2020). Attention is also drawn to NJC Guidance Note (12)01.

15 SITE SECURITY

15.1 It is a condition of employment that Site Security Staff are authorised to: -

- Check the contents of any package, suitcase, bag or the like being carried into or out of, or around the site, or check the interior of any locker allocated to any employee. If such action is taken the presence of an independent witness is required.
- Check any vehicle entering or leaving the site.
- Refuse access to site for any individual who does not have an appropriate pass or whose arrival they have not been advised to expect.
- Refuse access to site or report any individual who is, or appears to be, under the influence of alcohol, drugs, or a controlled substance.

15.2 In the event that site security staff refuse access to site to an employee for any reason whatsoever they will call the employee's site manager. The site manager will interview the employee concerned to determine the appropriate action.

15.3 Employees will be issued with an electronic site pass which they must carry and display at all times whilst on site. This site pass will remain the property of Siemens plc and must be surrendered by employees upon termination of their employment or if issued with a new pass. Employees reporting to site without their pass will not be paid for any time lost due to the consequential delay in gaining access. Where this is a series of losses, the employee may be denied access and the employer charged for the renewal. All employees will be issued with an electronic card and will be required to register in and out of the site entrance on entering and leaving the site as shown in Appendix 6.

16 HOLIDAYS, SICKNESS, RADIUS ALLOWANCES, ACCOMMODATION ALLOWANCES AND TRAVEL EXPENSES

16.1 Holidays

The entitlement to and arrangements for taking holidays on the Project shall be in accordance with NAECI 10. The Public holidays for the project will be confirmed in advance for the locality and communicated via the PJC.

16.2 Sickness, Accident and Life Insurance Scheme

16.2.1 All contractors/subcontractors shall provide sickness, accident and life insurance for their in-scope employees in accordance with the provisions of NAECI 11.3 & A.7. The scheme offered by Welplan Ltd or an equivalent is considered acceptable to the PJC.

16.2.2 An explanation of these benefits will form part of the induction process and when in-scope employee's start work on the project they will be asked to complete the relevant forms notifying the administrators of the scheme where their dependents are located.

16.2.3 When absent through sickness an in-scope employee's Statutory Sick Pay (SSP) will be enhanced in accordance with the provisions of NAECI provided such absence has been certified to the satisfaction of the employing contractor/subcontractor.

16.2.4 As a condition of employment under this SPA all employees will comply with their employer's rules on the notification of absence.

16.3 **Radius Allowance**

16.3.1 Radius Allowance will be paid in accordance with NAECI 9.1. Further to the provisions of NAECI A.4.

16.3.2 The Independent Auditor will ensure the application of NAECI 9.1 and the use of the RAC Route Planner to measure mileage.

16.4 **Accommodation Allowance**

An employer shall not unreasonably withhold their agreement to pay Accommodation Allowance to their employees providing they meet the relevant requirements in accordance with NAECI 9.2 then an entitlement of a payment as set out in NAECI Appendix A.5. Following completion of the approved application form employees are reminded that they should notify their employer of any changes to their declaration at the earliest opportunity. The Accommodation Allowance will not be received if the form has not been completed.

16.5 **Transfer of Labour**

16.5.1 No employee can be transferred from one contractor to another without the knowledge and prior approval of both contractors and Siemens plc.

17 AUDITING

An independent auditor will be appointed to ensure strict compliance and uniformity with the terms and conditions of the NAECI and SPA, confirming employers; their current membership of a signatory employers association (ECIA, TICA or SELECT), NAECI insurances; monthly accident reports. Contractors/Subcontractors are required to conform to requests for information by the independent auditor.

The non exhaustive list of the role and duties of the auditor are described in NAECI Appendix D Annex C and Appendix 5 of this SPA. The Audit Reports will be prepared and issued monthly and presented at the monthly PJC meetings.

18 REDUNDANCY

Redundancies will be in accordance with all of the clauses within NAECI 16 (Transfer and Termination of Employment). With reference to NAECI 16.4, should it be necessary to terminate employees on the grounds of redundancy, the first consideration will be the need to maintain a balanced and productive workforce (NAECI 16.4(b)) after which a selection for redundancy matrix and scoring system (NAECI 16.4(f)) may consist of but not be limited to an employee's

- attendance record
- timekeeping
- disciplinary record
- job knowledge/skills
- relevant qualifications/training
- assisting/developing/training others
- measurable quality
- health and safety record

The PJC should consider a Project Agreed Criterion that individual contractors could use as guidelines but would not supersede any domestic criteria already established.

APPENDIX 1

KEADBY 2 CCGT PROJECT

SIGNATORIES TO THE

SUPPLEMENTARY PROJECT AGREEMENT (SPA)

Signed on behalf of the Parties

Employers

Siemens plc

ECIA

Trade Union

Unite the Union

GMB

Approved by the NJC

Signed .....

Date ..... 14 February 2019

APPENDIX 2

KEADBY 2 CCGT PROJECT

ACCEPTANCE OF THE SUPPLEMENTARY PROJECT AGREEMENT (SPA)

I, ...

(Full name in capitals)

Employed by:

.....
(Employer's name in capitals)

Confirm that I have received, read, understood and accept the terms and conditions of employment set out in this Supplementary Project Agreement (SPA) and additional accept the terms and conditions of employment set out in the National Agreement for the Engineering Construction Industry (NAECI) which have been explained to me and of which a reference copy is available from my employer.

Signed:.....

Date: .....

[This page to be removed after signature and filed as a record that the individual name above has completed his/her induction training and signed agreeing the NAECI and SPA Terms and Conditions]

(Page perforated along the left hand side edge)

APPENDIX 3

KEADBY 2 CCGT PROJECT

INCENTIVE BONUS ARRANGEMENTS

The Incentive Bonus Arrangement set out below is being introduced in compliance with NAECI 19.3 for the period 2019 - 2020. The Arrangement will comprise of three (3) elements in total with earning values as follows (all earning values are for the skilled Grades 4, 5 & 6 – Grade 3 and below will be pro-rata):

Performance Based Earning Criterion

1. **A value of £0.79 per worked hour for achieving an attendance/timekeeping record of 100% for the audit period being calculated (no record of unauthorised absence or being late at the start of the designated working day and no unauthorised early finishes inclusive of overtime on the designated working day).**

2. **A value of £0.79 per worked hour for full compliance with the EHS rules as set out in Clause 9 of this SPA (no record of non-compliance for the audit period in question).**

3. **A value of £0.79 per worked hour for full compliance with the most efficient use of working hours as outlined in NAECI 3.1.**

Forfeiture Criterion

Individual Criteria

This criteria should be considered in conjunction with NJC Guidance Note (10)01.

Timekeeping/Attendance

As outlined in NAECI 19.3 (d) and (e) the performance-based payments **(£2.37),** which would otherwise have been payable for the collective criterion above, will automatically be forfeited, for the individual, for the monthly audit period in question, in the event of: -

i. The employee taking unauthorised absence including uncertified sickness

ii. The employee leaving his/ her employment before termination by the employer.

Compliance with EHS Rules

As outlined in NAECI 2, the NJC Guide to Health, Safety and Welfare and Clause 9 of this SPA, should an employee be reported for non-compliance, the individual will forfeit Element 2 of the Performance Based Criterion, **£0.79** for the audit period in question and will be subject to the disciplinary procedure being invoked.

Productivity

a. An employee, arriving for work late (including overtime hours), taking unauthorised absence or leaving early (including overtime hours) without prior agreement from their employer, will result in Element 1 of the Performance Base Criterion, **£0.79** per worked hour being deducted for that day. Should an employee have a repeat occurrence in the same week the loss of this element will be for the whole of that week.

   Should an employee be subject to this clause then clause (b.i.) below will not apply for that day.

b. It is a requirement of the new Incentive Bonus Arrangements that there is an improvement in the agreed productivity/progress factors. To this end Element 3 of the Performance Based Criterion, **£0.79** will be strictly monitored and forfeited for the audit period should an employee be reported to having not complied with NAECI 3.1 by **not**:-

   i. Ensuring they are present at the workface, changed and ready to begin productive work by the designated start time, and remain at the workface until the designated finish time.

   ii. Restricting authorised breaks to the stipulated periods.

   iii. Observing any other special requirements for the project or contract in question.

Collective Criteria (applicable on an individual company basis)

This criteria shall be considered in conjunction with NJC Guidance Note (10)02.

Unprocedural action (automatic forfeiture)

a. In the event of any instance of un-procedural action or any other stoppage of work including any action related to ‘sympathy’ stoppages, ‘cabining up’, overtime bans or any other forms of disruption performance bonus will be automatically forfeited for all in-scope employees of the contractor’s workforce on the project who take part in such action. Employees’ are reminded that failure to follow the grievance procedures of the NAECI 14 and in particular NAECI 14.2, then the collective criteria performance-based element of **£2.37** (attendance, timekeeping, compliance with EHS

rules and compliance with efficient use of working hours) will be deducted in line with NAECI 19.3(e) and is detailed below:-

i. Where there is an incident of unprocedural action or unathorised stoppage in the first half of the pre-determined period, the bonus for the ***first half*** of that period will be forfeited. Providing there is a return to normal productive working, bonus may be earned and paid, subject to the agreed criteria in the IBA, for the second half of the period.

ii. Where there is an incident of unprocedural action or unathorised stoppage in the second half of the pre-determined period, the bonus for ***that period*** will be forfeited. Providing there is a return to normal productive working for the remainder of the period, bonus for the first half of the period may be earned and paid, subject to the agreed criteria in the IBA.

iii. Where there is more than one incident of unprocedural action or more than one unauthorised stoppage of work in the pre-determined period, then the whole of the variable bonus for the entire determined period will be forfeited.

iv. Where unprocedural action or unauthorised stoppages occur over two separate but adjacent pre-determined periods, then these will be treated as separate incidents and the payments for each period would be subject to the conditions above.

APPENDIX 4

KEADBY 2 CCGT PROJECT

DRUG AND ALCOHOL TESTING PROCEDURE (Siemens, Rev 00, First Issue)

1.0 PURPOSE

The purpose of this project operating procedure (POP) is to ensure that the working environment of the Keadby 2 project is free from the influence of drugs or alcohol. This will help ensure the health and safety of personnel working at the project.

Failure of an individual to meet the requirements of the procedure will result in their access to site being denied. The employer will be required to manage the failure as necessary and in line with their own policies and procedures.

Employers will be responsible for any;

- Further investigation
- Testing
- Support/counselling
- Medical care
- Monitoring
- Disciplinary action
- Measures they deem necessary to ensure the health safety and wellbeing of their employee/employees and others who may be affected
- Measures required to support an application for the re-instatement of site access.

2.0 RESPONSIBILITIES

2.1 Employees

All personnel shall be familiar with the requirements of this procedure and the disciplinary implications resulting from non-compliance. This will be summarised in the EHS induction process.

It should be recognised that prescribed and ‘over-the-counter’ medicines may cause impairment to an individual’s performance at work. It is therefore the employee’s responsibility to inform their employer and the site medics of any possible side effects of their medication that could have a negative effect on their own or anyone else’s health safety or wellbeing.

2.2 Employers

It is the responsibility of employers/subcontract organisations to inform SIEMENS Site Management of;

- Any employee who may be affected by prescription medicines
- Details of the medication taken
- Proof that this medication is prescribed by a doctor

- Proof that the employee's condition does not have a negative effect on their own or anyone else's health safety or wellbeing or render them unfit to work (perform their normal duties)

Only information relating to the possible negative effect on an individual's health safety or wellbeing (or that of a co-worker) is required.

- Details of the possible negative effect are required.
- Specific details of an individual's medical condition/s are not required.

Any information provided regarding an individual's fitness to work can be given in confidence to the site medic.

2.3 Managers And Supervisors

Managers and Supervisors shall;

- Understand the requirements of this procedure.
- Ensure that persons under their control (including visitors) are aware of the general requirements of this procedure.
- Be vigilant in recognising signs of the effects of drugs and alcohol.
- Be aware of and monitor changes in employees' work performance, attendance, sickness and accident patterns taking appropriate action where necessary.

3.0 PROJECT DRUG AND ALCOHOL STANDARDS

By entering site an individual shall automatically be subject to the requirements of this procedure.

Any person who refuses or fails to comply with the requirements of this procedure (such as refusing to participate in the drug and alcohol testing process) will be deemed to have failed and their access to the site will be denied.

4.0 TEST EQUIPMENT

4.1 Drug test equipment

The project will use the Drug-aware integrated test cup, Drug testing specimen pots are CE marked and FDA approved and tests for the presence of;

- Methamphetamines
- Cocaine
- Cannabis (THC)
- Amphetamines
- Ecstasy (MDMA)
- Methadone
- Tramadol
- Ketamine
- Opiates (MOP)
- Benzodiazepines
- Barbiturates

This test method;

- Is approved by the United Kingdom National Health Service (NHS)
- Is 99% accurate
- Is non-invasive
- Requires a urine sample

4.1.1 Drug test results

A negative result (pass) will result in an access to the site being granted.
A non - negative result (fail) will result in access to the project being denied.
A failure to participate or a spoilt sample will be treated as a non - negative result and will result in access to the project being denied.
Following a non-negative result;
The "chain of custody" procedure shall be witnessed by a SIEMENS employee or a nominated representative
Non-negative samples will be sent for further tests at an approved laboratory premises which have been accredited by the United Kingdom Accreditation Service (UKAS) to International Standard ISO/IEC 1025:2005 for testing laboratories and are RISQS certified.

4.1.2 Non-specific substance/medication screening

A urine sample will be subject to Category A (**substance/medication non-specific**) screening

4.1.3 Specific substance/medication testing

A non-negative Category A test will then be subject to a further **Category B (specific substance/medication) test** in order to identify the specific type of opiate present during initial screening

4.2 Alcohol test equipment

The project will use the Draeger Alcometer which;

- Is home office approved
- Is in widespread use by UK enforcing authorities
- Is maintained and calibrated as per manufacturers recommendations and the calibration certificate will be made available for inspection

4.2.1 Alcohol test results

Alcohol test results will be measured against the United Kingdom maximum permitted driving limit (test limit) of 35 microgrammes per 100 millilitres of breath.
Any person providing a test result;

- Between zero and half (inclusive) of the test limit will;
    - Be reported to their employer
    - Have a second test 20 minutes later
    - If this second test is between zero and half (inclusive), they will be denied access to site for 24hrs
    - If this second test is zero they will be granted access to site
- Over half (but below) the test limit will;
    - Be reported to their employer
    - Be denied access to site for 24hrs
    - Be subject to monitoring by their employer

- Above the test limit;
    - Be reported to their employer
    - Be denied access to site for the duration of the project
    - Be subject to investigation by their employer

4.3 Test team

Testing will be conducted by the site medic or a designated other person, both of whom will be trained, authorised and certified (to SIEMENS' satisfaction) to operate the machine.

5.0 REQUIREMENT TO TEST

Both alcohol and drugs testing are required in the following circumstances;

- Mandatory pre induction for all persons requiring full-time access to site
- For cause/with cause as deemed necessary by any member of the SIEMENS or contractor/subcontractor management
- Following any incident (Environment, Health and Safety related or misconduct)
- Random

5.1 'For cause' testing

Any testing "for cause" will;

- Be organised by the employer
- Be performed at the Medical Centre
- Require the presence of an employer's representative

5.2 Selection for Random Testing

During the normal working week on any day or days and at any time or times (i.e. random), employers shall present employees who have been randomly selected for Drug and Alcohol testing. The selection will include all employees including supervision and management. SIEMENS will organise and monitor this random selection process.

Personnel randomly selected for Drug and Alcohol testing will be advised by their supervisor and directed immediately to the Medical Centre/Induction Centre. There will be no general site wide publication of names selected.

6.0 RECORD KEEPING

6.1 Medical consultations

Prior to access to the site being granted personnel are provided with information on the service provided by the site medic.
A computerised confidential medical record will be made for every consultation (including advice and treatment) performed by the site medic. A new record will be commenced for each separate consultation.
Records will contain;

- Formal consent prior to and following consultation
- Name
- Date Of Birth

- Employer
- Medical condition
- Advice or treatment given

All medical records are computerised and cloud-based. Access is limited to designated staff all of whom have signed the confidentiality agreement.
In the event that management require information regarding an individual's, consent will first be obtained from the individual.

6.2 Drug and Alcohol

Prior to access to the site being granted;

- Personnel are provided with information on the Drug and Alcohol procedure
- A signed drug and alcohol testing consent form and declaration is obtained prior to testing

All paper copies of results and consents will be kept securely in the medical facility/ All medical records are computerised and cloud-based.

7.0 PROCEDURE FOR TESTING

- Full details of testing procedures will be provided to an individual prior to consent for testing being obtained
- The site medic will obtain a signed declaration by the individual on each and every separate occasion that a 'pre-induction', 'for cause' or 'random' test is conducted.
- This declaration will request information regarding any medicines or legally prescribed drugs already being taken and give permission for the testing to be undertaken.
- Urine sample will be subject to **Category A (substance/medication non-specific) screening**
- Any non-negative results will automatically result in the full chain of custody process being applied
- Following a non-negative result
    a. the full chain of custody process will automatically be applied
    b. the sample will be sent to UKAS accredited laboratory and subject to a **Category B (specific substance/medication) test** in order to identify the specific type of opiate present during initial screening
    c. the individual and their employer will be informed
    d. it is for the individual and their employer to decide whether any further testing will be done
    e. it is for the individual and their employer to decide what payment terms will be applied
- A documented test result from a reputable provider endorsed by the employer will allow for the site test result to be reviewed (See "Note" below).

8.0 CHALLENGES TO TEST RESULTS

Challenges to alcohol test results will not be considered.

Challenges to drug test results will be considered;

- Only if supported by evidence from a UKAS approved testing laboratory
- Only if any additional test is conducted within 4 hours of the original non-negative 'site test'
- Only if test results are produced within 24hrs of the original non-negative 'site test'

8.1 Drug and Alcohol Test Result Advice

This note is to advise you that the drug test which you have taken has produced a non-negative result and therefore your access to site will be denied. Your employer will be advised immediately.

You and your employer may challenge this test result by taking another test, but this must be taken within 4 hours of the first test.

The test must be conducted by any UKAS approved testing laboratory and your employer will advise you which test facility you should attend. They will make any administrative arrangements for you.

The nearest facility (known to SIEMENS) is; AlphaBiolabs, Warrington who offer a next working day turnaround.
AlphaBiolabs,
14 Webster Court,
Carina Park,
Westbrook,
Warrington
WA5 8WD
Telephone: 0333 600 1300

They will require that your employer;

- Telephones for an Immediate appointment
- Makes payment for the test (or arranges to reimburse your direct payment)

You must take Photographic identification with you to produce to the Test Centre.
You are under no obligation to use this test centre and your employer may direct you to a different provider.

RELATED DOCUMENTS

Document title
Chain of custody form
Chain of custody procedure
D&A consent form
Donor information card (given prior to test)
Medical declaration form (including safety critical worker)

APPENDIX 5

KEADBY 2 CCGT PROJECT

AUDITING

AUDIT OF PERFORMANCE AND PAY LEVELS

1. Appointment of Auditor

Siemens plc has appointed …… as Independent Auditor for the Keadby 2 CCGT Project in accordance with NAECI Appendix D, Annex C (Clause 20.4(a)(v)).

2. Weekly Returns

Contractors shall render a weekly return of pay and performance data as prescribed in the NJC Standard Reporting Procedure for Category 1 Projects and in compliance with the auditor's detailed requirements as specified within the Contractors awarded contract. The return shall be submitted to the Auditor by the Tuesday of the week following the week under review. The return shall cover all in scope contractors, sub-contractors and their employees under jurisdiction of this SPA and shall include, but not limited to, the following data:-

- Basic Hourly Rate
- Overtime and Premium Payments
- Second Tier Payments
- Proficiency Payments
- Crane Driver Capacity Payments
- Book Strength by Classification
- Numbers in Receipt of Accommodation Allowance
- Numbers in Receipt of Radius Allowance in each Distance Bracket
- Numbers in Receipt of both Accommodation and Radius Allowances
- Radius Payments
- Periodic travel time and fares
- Overtime hours
- Utilisation of Scheduled Hours
- Lost Time Analysis
- Disciplinary Dismissals and Warnings
- Redundancies
- Voluntary Terminations
- Details of Sickness, Accident and Life Insurance cover and Payments
- Accident and Sickness Reporting, monthly and for the whole Project

3. Auditors Right of Access to Contractor's Payroll

The Auditor shall have the right of access to Contractors' and sub-contractors' records on demand for the purpose of verifying information submitted in the weekly return and of monitoring the application of pay and allowances prescribed by the agreement. This shall include, where appropriate, full audit of timesheets, clock cards, employee home location, payroll calculation sheets, individual pay slips, all wage payments, bank transfers and any other personnel and payroll documents deemed necessary to validate full and proper compliance with NAECI terms and conditions.

The Auditor shall also monitor the correct application of the provisions of NAECI and this SPA. All such examinations may be carried out without prior notification.

4. Monthly Audit Reports

The Auditor shall prepare a monthly analysis of pay and performance data derived from the weekly returns and the examination of pay records.

Monthly analysis shall also include a list if any discrepancies found upon examination of pay records. The Auditor's monthly analysis is to be submitted to the Managing Contractor/Client, Contractors, PJC and NJC.

5. Subsequent Action

Discrepancies revealed by audit of contractor pay records and reported in the monthly analysis are to be corrected as soon as possible, but certainly no later than the next Audit Report.

The PJC shall review man-hour utilisation data at each periodic meeting and shall use its influence to encourage high standards of performance.

6. Accident Reporting

Accident statistics of individual Contractors in scope to the NAECI are to be reported monthly to the Auditor on the prescribed NJC form. The Auditor shall collate this information and render a consolidated monthly return for the Project as a whole to the PJC and NJC.

APPENDIX 6

KEADBY 2 CCGT PROJECT

SITE MAP INDICATING PRIVATE CAR PARKING AREAS

