FAST

# CATEGORY 1 BASIC - SUPPLEMENT PROJECT AGREEMENT (SPA)

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## Hold Description

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## 1.0 ABBREVIATIONS AND DEFINITIONS

The following abbreviations & definitions are used in this document.

| | |
|---|---|
| ACAS | Advisory, Conciliations and Arbitration Service |
| CAT | Categorisation (NAECI) |
| CCNSG | Client/Contractor National Safety Group |
| ECIA | Engineering construction industry association |
| ECITB | Engineering Construction Industry Training Board |
| FAST | The Fawley Strategy Project |
| GMB | General Municipal Boilermakers |
| HVAC | Heating, Ventilation and Air Conditioning |
| IBA | Incentive Bonus Arrangement |
| KPI | Key Performance Indicators |
| NAECI | National agreement for the engineering construction industry |
| NJC | National Joint Council |
| NVQ | National Vocational Qualification |
| PPE | Personal Protection Equipment |
| RAC | Royal Automobile Club |
| ROM | Regional Operations Manager (NJC) |
| SPA | Supplement Project Agreement |
| SSH&E | Security, Safety, Health & Environmental |

## 2.0 INTRODUCTION AND DURATION

The parties are in agreement that the FAST project would benefit from the arrangements described in NJC Guidance Note (14)03 for a basic project supplement project agreement, therefore the project is Categorised as CAT1 Basic and all in-scope work by all in-scope contractors will be completed under the National Agreement for the Engineering Construction Industry (NAECI). Work undertaken by contractors under the auspices of this Supplementary Agreement is automatically NAECI Registered.

It is a contractual condition with Fluor that any companies mobilising in-scope workers to this project will comply with both NAECI and this SPA.

The appointed contractors and their sub-contractors will be members of a NAECI signatory Employers' Association, which gives access to the NAECI Procedures. The Trades Unions, Unite and GMB, signatory to the NAECI and this SPA are recognised as the sole Trade Unions having recognition rights under this agreement, and therefore the only parties with authority to negotiate on behalf of employees.

Where the 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.

The Project encourages the election of Employee Representatives (Shop Stewards) from the in-scope workforce who will have the opportunity to attend contractor specific inductions. In the occasion where the contractor does not have an elected Employee Representative, the Shop Steward Spokesperson may attend, as per section 17.

This agreement comes into effect on the mobilisation of the first NAECI contractor (NAECI workforce in-scope of this SPA) and will cease on the completion of all in-scope activities on the NAECI Category 1 Basic Project or as may be otherwise confirmed and agreed by Fluor and the Project Forum or the National Joint Council.

## 3.0 SCOPE OF WORK

### 3.1 IN-SCOPE

Those employed under the direction of Fluor on the FAST project, working in accordance with NAECI 1.4 (a) (i) are in-scope of this agreement, including;

Hourly paid manual operatives engaged by NAECI in-scope contractors on Mechanical, Tankage, Electrical, Instrumentation, Thermal Insulation, Dismantling and Scaffolding for mechanical, repair and maintenance, minor modifications and new construction work. This includes:

- Heavy Lift work associated with Mechanical Engineering
  - Crane work (with exception of specialist work)

- Mechanical/Piping works
  - Pipework
  - Plating
  - Welding
  - Structural steel work
  - Associated Scaffolding, Thermal Installation and Fire Proofing

- Electrical works

- Cable installations
- Heat tracing

### 3.2 OUT OF SCOPE

The SPA shall not apply to operatives working under the current Site Category 2 Supplement agreement, in accordance with NAECI 18, 20.4 (b) and NAECI Appendix D.5.

Any operative engaged in work in support of the FAST project but not under the direction of Fluor is excluded from this agreement.

The following works include those excluded from the SPA:

- Building, civil engineering, including the installation of underground pipework, refractory work and all support services to this work including electrical building services, HVAC activities, plumbing and painting.
- Catering, office/general cleaning, security, removal of waste from site, maintenance of mobile plant, vehicles, buses, taxis and horticulture etc.
- Demolition work and commissioning activities.
- Specialist work let in support of process operations (e.g. catalyst handlers, cleaning with chemicals, leaks sealing, trevitests, pipe and drain cleaning using special pigs, products distribution). Heavy Lift specialist work and characterisation activities accepting that the terms and conditions of employment of such operatives should in general terms be no less favourable than those of the NAECI.
- Work in support of marine operatives (e.g. all work on vessels and all offshore work i.e. diving, dredging).
- Employees of manufacturing companies involved with the installation, modification and repairs of equipment supplied therefrom under guarantee or subsequently required to attend repairs of equipment supplied therefrom under guarantee or subsequently required to attend site, including gas detection services.
- Industries involved in the supply of utilities (e.g. Electricity, Gas, Water, Telephones).
- Maintenance and construction approved as specialists by the Clients.
- All painting activities.
- Electrical Instrument Technicians and other specialist activities performed by Technicians including Fibre Optic Cabling, Close Circuit Television (CCTV) installation, High Voltage (HV) terminals installation, the commissioning of instrumentation and software and other specialist commissioning, including telecommunication equipment and characterisation activities accepting that the terms and conditions of employment of such operatives should in general terms be no less favourable than those of the NAECI.
- Other such activities that may be deemed by the Project Forum as appropriately outside of the requirements of the NAECI.

## 4.0 SIGNATORIES

This SPA has been negotiated between representatives of the signatory Trades Unions to the NAECI and Fluor on behalf of all contractors and their sub-contractors appointed to undertake work (which is designated as being in-scope) on the FAST Project for the duration of the project.

The signatory employers association is the ECIA, who are appointed by their members.

The signatory Trades Unions are GMB and Unite the Union.

The NJC are responsible for approving the SPA.

### 4.1 PROJECT FORUM MEETING

To promote high standards of productivity, good communications, transparency and proper management of employment relations, a Project Forum will be established in accordance with NAECI D.4 (b).

The meeting will meet bi-monthly (at dates and at venues to be discussed and mutually agreed). Any request for earlier meetings must be mutually agreed by all parties, with reasonable notice provided.

The attendance required to constitute a quorum of the Project Forum will be three members each from both contractors and Trades Unions and must include at least one local full-time Trade Union Officer. To ensure the full effectiveness of the Project Forum, it is a requirement that all forum members commit to attending every forum meeting while 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 and agreed by the Joint Chairs.

### 4.2 REPORT BACK ARRANGEMENTS

At an agreed time after each Project Forum meeting, at least one of the full time local trade union officers, who are attendees of the forum, shall report the main conclusions to accredited Employee Representatives not in attendance at the forum at a paid meeting of up to one hour's duration.

## 5.0 RATES OF PAY AND HOLIDAYS

Rates of pay, including overtime and shift work are as per NAECI A.8.

The entitlement to and arrangements for taking holidays on the Project shall be in accordance with NAECI 10. The public holidays as well as possible shutdown periods for the Project will be confirmed in advance and communicated as reasonably practical via the Project Forum.

## 6.0 WORKING HOURS, BREAKS, OVERTIME AND SHIFTWORK

### 6.1 WORKING HOURS

The basic working week shall consist of 38 normal working hours, 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. The normal start and finish times for the basic working week will be:

Monday to Thursday 0700 to 1530 Hours

Friday 0700 to 1330 Hours

The efficient use of working hours will be in accordance with NAECI 3.1.

### 6.2 BREAKS

There will be a 40 minute mid-shift meal break Monday to Friday (30 minutes unpaid and 10 minutes paid) as per NAECI 7.5(b), which may be staggered to enable canteen and other facilities to maintain a high standard of service. Employees will be allowed sufficient time to leave the workface, clean up prior to commencement of each break and return to the workface promptly after the end of the break. In general this allowance should be kept to a minimum in order that the least disruption is caused to work performance.

Welfare facilities will be located close to work areas and may be used as a means to have a short refreshment as agreed by Supervision/Line Management. This refreshment is not to be abused and mistaken as a 10 minute break.

Where 2 or more overtime hours is worked in any day, NAECI 7.5 (c) will apply.

Working hours may need to be changed or staggered to alleviate any congestion during access / egress to site, canteen facilities or other problems outside of the Project's control e.g. on-going traffic congestion or to maximise daylight working hours as per NAECI 7.6. Any such changes will be in consultation locally with as much notice as reasonably practicable. Any such changes will be noted at the next scheduled Project Forum.

Consistent with the agreed arrangements for improving productivity, all hourly paid operatives will use Contractor designated time keeping system. Employees shall prepare for work in the changing room provided and collect their tools before clocking on/other recording means after which they shall proceed straight to their place of work. The working day commences when the employee is changed and ready for work at the point where they clock on for work/other recording means.

Employees leaving their place of work for any reasons are required to notify their supervisor and/or Manager (as per employer absence reporting procedures). Employees wishing to leave site during working hours must clock out/other recording means and have the permission as above.

The layout for the site contractor village facilities are shown in Appendix 1.

All employees under supervisory guidance will be required to co-operate by restricting the meal break to the stipulated period each day. Abuse of these provisions and other instances of deliberate general time wasting may result in the application of the Disciplinary Procedure.

### 6.3 OVERTIME AND SHIFT WORKING

Compliance will be required from the workforce in terms of overtime and shift working where Project requirements dictate in line with NAECI 7.4. The parties will do everything possible to achieve the fullest utilisation of working hours. Overtime, both scheduled and non-scheduled,

will be required during the Project and the co-operation of employees is sought in meeting their obligation under NAECI.

Saturday and/or Sunday overtime may be required from time to time during the project.

In the event of overtime being worked, the number of employees to be employed shall be determined by the Contractor concerned.

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 individuals in this regard.

Overtime working will be monitored and reviewed at the Project Forum.

#### 6.3.1 SCHEDULED OVERTIME

Scheduled overtime on the project will be arranged and communicated by Contractor Management. Each contractor will determine their requirements for overtime for the week ahead commencing Saturday and communicate that requirement no later than the preceding Thursday by 3.00pm.

#### 6.3.2 NON-SCHEDULED OVERTIME

On occasion it may be necessary to work intermittent or emergency overtime that has not been previous scheduled due to unforeseen circumstances. Employers will endeavour to give as much notice as possible and will arrange this directly with their employees.

## 7.0 SITE ACCESS

### 7.1 ACCESS

The Contractor's car parking facilities will be sited as close as practicable to the Project site. In accordance with 'working hours' (above) attendance hours will be the start and finish times as per Contractor time keeping system when the employee is changed and ready for work at the workface. A car park and bus service is provided. See Appendix 2 for the onsite Bus Route.

Attention is drawn to NJC Guidance Note (13)01

### 7.2 MEASUREMENT OF RADIUS

Distances from home postcode to site postcode shall be measured with the RAC Route Planner (or equivalent deemed appropriate by the NJC) – fastest route in accordance to NAECI 9.1 (d) and paid as per NAECI Appendix A.4. The postcode used for this calculation is SO45 2NP.

## 8.0 DEATH IN SERVICE PROTOCOLS

Should a site employee die on/off site, the distress which this causes to the workforce will be recognised, nonetheless employees are required to adhere to the procedures in NAECI 12.

Particular attention is drawn to Appendix A.7(a), where an additional lump sum payment has been made available. This additional payment is conditional on there being no sympathy stoppages on any NAECI site.

Attention is also drawn to NJC Guidance (12)01.

## 9.0 INCENTIVE BONUS

All in-scope Contractors and Sub-Contractors will participate in this Incentive Bonus Arrangement and will be required to comply with the basic principles set out in NAECI 19. Further attention is drawn to NJC Guidance Note (10)01.

Contractors are required to clearly communicate any forfeiture of bonus to their employees prior to the normal pay date. Any individual may raise a grievance as per section 15.1 of this SPA, including the right to appeal, however, informal resolution should be the first course of action.

### 9.1 INCENTIVISED CRITERIA

| Bonus Type | Description | Audit Period | Bonus per Hour |
|---|---|---|---|
| Individual Retention | Paid as a result of retention on the Project, with percentage paid at set periods throughout the project. Leaving by reason of redundancy or on transfer to another Project or when leaving by mutual agreement, will not affect the bonus. (50% of 12 week accrued bonus paid every 12 weeks, and all remaining bonus accrued paid at completion of Project, or paid as per acceptable non-retention reasons above and at time of redundancy or transfer). The 12 week period will commence on the start date of this SPA. | 12wks | £0.25 |
| Individual - Work Schedule SPA Compliance | Paid for each productive hour, paid in arrears for individual compliance with this Supplementary Project Agreement. (specifically working schedule, timekeeping, abiding to overtime requests and following absence reporting procedure) | 4wks | £0.40 |
| Contractor - Safety | Active participation and support of project safety programmes, as defined by Tier 1 Safety Steering Committee and confirmed at each Project Forum meeting. Such expectations will be set by the employer prior to the start of the audit period and communicated to the workforce or workforce representative. | 4wks | £0.35 |
| Contractor - Project Schedule | Paid for the completion of 80%+ of on schedule individual work packages within audit period, as set by contractor management. Employees will not be penalised for any influence outside their control that has prevented the achievement of the set targets. | 4wks | £0.50 |
| Work Crew - Quality | Paid when no quality issues identified by Fluor/Exxon Mobil, which have not been pre-identified and documented by Contractor workforce. To be measured via completed work packs / scaffold request Key Performance Indicators (KPI). Forfeiture by all relevant work crew as per investigation. | 4wks | £0.50 |

### 9.2 INCENTIVE BONUS FORFEITURE

| Forfeit | Description | Period forfeit |
|---|---|---|
| As per 9.1 | Non-compliance as per description in 9.1 | As per 9.1 |
| Individual | Where an individual has unauthorised absence(s), including uncertified sickness for any committed working hours during the 4 week period. | Full 4 weeks |
| Contractor | Where there is an incident of unprocedural action or an unauthorised stoppage in the first half of the 4 week audit period, the bonus for the first half of that audit period will be forfeited (2 weeks). Provided 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 4 week audit period (last 2 weeks). | 1st 2 weeks |

| | | |
|---|---|---|
| Contractor | Where there is an incident of unprocedural action or an unauthorised stoppage of work in the second half of the 4 weeks audit period, the bonus for that period will be forfeited. Provided there is a return to normal productive working for the remainder of the audit period, bonus for the first half of the bonus period may be earned and paid, subject to the agreed criteria in the Incentive Bonus Arrangement (IBA). | 2nd 2 weeks |
| Contractor | Where there is more than one incident of unprocedural action or more than one unauthorised stoppage of work in the 4 weeks audit period then the whole of the variable bonus for the whole audit period will be forfeited (4 weeks). | Full 4 weeks |
| Contractor | Where unprocedural action or unauthorised stoppages occur over two separate adjacent monthly audit periods, then these would be treated as separate incidents and the payments for each 4 week audit period would be subject to the conditions above. | As per description |
| Individual, or project wide where individual not identified | Where there is an incident of malicious Damage/Vandalism/Sabotage of the FAST welfare facilities, which will include incidents which are accidental and not reported. The individual responsible or all will forfeit the bonus where the individual is not identified. | Full 4 weeks |

### 9.3 REVIEW PERIOD

The effective period for review of performance against the criteria shall be the Audit Periods. See Appendix 4.

As soon as practicable following each effective period, Contractors Management Representatives will review performance against the criteria with Fluor Management and authorise payment or non-payment as appropriate.

### 9.4 PAYMENT

In order to allow for payroll activities, any incentive bonus payments will be made the second week following the authorised date. Payments to individuals shall be pro rata as follow:

Grades 4, 5 & 6 100%

Grade 3 (Adult) 80% of Grades 4, 5 & 6

Grade 2 (Adult) 70% of Grades 4, 5 & 6

Grade 1 (Adult) 60% of Grades 4, 5 & 6

Payment will only be made for hours worked and whilst undertaking safety training during inclement weather, e.g. not during inclement weather.

## 10.0 SECURITY, SAFETY, HEALTH & ENVIRONMENTAL (SSH&E)

### 10.1 SECURITY, SAFETY, HEALTH & ENVIRONMENTAL (SSH&E) OBJECTIVE

It is a key objective of the Project to deliver a completed project, on time and built to the highest standard of quality without personal injury or risk to health. Compliance with UK SSH&E legislation is a fixed requirement. The participation and co-operation of every employee is essential to achieve this objective.

This includes but is not limited to:

- Complying with all Project and Site SSH&E rules and regulations (Contract SSH&E Requirements Attachment D and SSH&E Procedures and Manuals Appendix A).
- Compliance with PPE requirements.
- Compliance with Smoking, E-Cigarettes and Vaping (see section 10.4) and Drug and Alcohol rules (see section 10.6) policies and regulations.
- Pro-active participation in identifying risks and safe work 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.

## 10.2 SAFETY REPRESENTATIVES AND COMMITTEE

In the interest of safe working on site and the maintenance of high SSH&E standards, the signatory Trades Unions may appoint and provide written confirmation of accreditation to the employer(s) for Safety Representatives. Employees so appointed will be given reasonable time off to undertake their duties.

The NJC Guide to Health, Safety and Welfare sets out detailed provisions and should be adhered to as appropriate.

## 10.3 PERSONAL PROTECTIVE EQUIPMENT (PPE)

It is a condition of employment that high visibility clothing, safety helmets, boots, light eye protection, full eye and hearing protection and other appropriate protective equipment is provided by the employer and is worn on site by all employees. Such items shall remain the property of the employer.

All employees will be required to dress suitably for work at all times, e.g. arms and legs to be covered.

There will be an entitlement to free issue of boiler suits and safety boots as provided for under Section 5 of the NJC Guide to Health, Safety and Welfare.

Employees who normally wear prescription glasses (including prescription safety glasses) will be expected to report for work with these in their possession. In circumstances where a replacement pair becomes necessary, their employer will have in place mechanisms to risk assess the task and provide the required safety glasses where appropriate, e.g. a voucher scheme or safety over glasses.

It is the employee's responsibility to ensure all protective clothing and equipment issued is maintained in a proper condition and fit for use.

## 10.4 SMOKING, LIGHTERS/MATCHES AND E-CIGARETTES

Matches and Lighters are not permitted on site.

Employees will only be able to smoke or use e-cigarettes in designated areas during the designated lunch break period. Smoking or vaping prior to and after working hours is permitted within designated smoking/vaping areas. Cigarettes and E-Cigarettes must be left in lockers.

Breaches of these provisions will be regarded as a serious disciplinary matter and will be dealt with in accordance with the employer's disciplinary procedures which may also include withdrawal of their site pass.

### 10.5 MOBILE PHONES AND PERSONAL ELECTRONIC DEVICES

The use of 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 outside of the Contractor Village unless strictly authorised by ExxonMobil and Fluor. This includes the use of headsets for personal use (i.e. head phones for use with an Iphone, I-pod or MP3 player).

Anyone found in breach of that policy will be subject to their company's disciplinary procedure which may also include withdrawal of their site pass.

### 10.6 DRUGS AND ALCOHOL

Individuals should be unimpaired by alcohol and / or drugs in the interests of the safety of both the individual and others working on the project.

The Project will operate a Drugs and Alcohol free Policy, which will apply to all personnel on the site at all times. The Policy will be explained in detail during the FAST Project SSH&E Induction and a summary statement displayed on the main notice boards.

All inductees will undergo a pre-access drug and alcohol screening prior to their Fast project SSH&E induction. Additional tests will include for cause/reasonable suspicion, post-incident/accident screening and random testing.

Any person testing non-negative for alcohol and / or drugs or anyone who refuses to take a test will be subject to their employer's disciplinary processes, as an Act of Gross Misconduct, with potential for removal from site.

The use, possession, distribution and the sale of alcohol and or drugs is strictly prohibited at any project facility, including parking areas. Any person found to be in possession of an illegal drug or substance will also be subject to employer's disciplinary processes, as an Act of Gross Misconduct and potential removal from site.

## 11.0 SITE SECURITY AND WELFARE FACILITIES

### 11.1 SITE SECURITY

It is a condition of employment that all employees comply with security measures in place, which include but are not limited to:

i) At any time, on request by a member of the site security staff, show the contents or permit a check to be made of the locker allocated to them or the contents of any package, suitcase, bag, etc., in their possession, and

ii) Permit security checks to be made in respect of any employee or company vehicle entering or leaving the site.

iii) All employees are issued with a site security identity pass card, which must be carried at all times whilst they are on site and produced for inspection when requested. All cards are to be returned to the employer upon leaving the project or on issue of a new card.

iv) Any employee wilfully misusing their identity pass card or failing to present it on demand to an authorised person may be liable to disciplinary action.

### 11.2 VEHICLE PARKING AND SPEED RESTRICTIONS

Employees shall utilise a provided car park for the duration of the project. A bus service will be provided between the car park and the contractor village for the duration of the project running periodically.

The speed limit must be observed at all times for those driving on site and on the allocated car park. The Client, Contractor and/or Fluor reserve the right to use appropriate enforcement measures and penalties if necessary, this includes the car park and any vehicles permitted to drive on site.

### 11.3 WELFARE FACILITIES

The parties to this Supplementary Project Agreement recognise the importance of providing and maintaining a high standard of site welfare facilities and with this in mind have in particular noted the contents of NAECI / NJC Guide to Health Safety and Welfare.

Attention is drawn to NJC Guidance Note (13)01

### 11.4 SITE RULES AND REGULATION

It is the condition of employment that all employees must comply with all site rules and regulations. Employees may only enter those parts of the site as authorised and that relate directly to the execution of their work.

Fluor 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, Fluor will work closely with contractors and suppliers to help ensure the maintenance of this commitment.

## 12.0 RECRUITMENT

The Employers are committed to the principle set out in NAECI 5.1, NAECI Appendix G and NJC Guidance Note 19(01). Accommodation Allowance shall be fully compliant with NJC Guidance Note (16)01).

Fluor recognises the importance of the FAST Project to the local community and requires that wherever possible every effort should be given by the appointed contractors to the recruitment of suitably qualified local labour.

In accordance with NAECI 5.1 when recruiting or re-deploying existing employees, contractors and sub-contractors will have the right to select those employees most suitably qualified and experienced for the work activities in question.

Employers will have in place policies and procedures to avoid discrimination of any kind whether it is a protected characteristic or other form of discrimination such as trade union membership.

The recruitment of contractor employees from other contractors on the site will only be authorised when mutually agreed between the employers concerned, or in the case of redundancy or the end of a fixed term contract.

### 12.1 NON-UK LABOUR/CONTRACTORS

Recruitment of non UK labour shall be fully compliant with NAECI Appendix G and NJC Guidance Note (17)02.

In-scope Contractors, when recruiting, will give due regard to the employment of suitably qualified local / UK labour in accordance with NAECI Appendix G.4.

Where there is a requirement to recruit new employees, all vacancies shall be notified in accordance with NAECI Appendix G.2 and G.4.

### 12.2 MANDATORY DOCUMENTS

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

- Direct Contract of Employment in line with NAECI 4 and compliant with NJC Guidance Note (17)01 where fixed term contracts are used
- A valid CCNSG Safety Passport or equivalent for all employees required to carry out work activities in the field
- A copy of a valid personal I.D/Passport
- Drug & Alcohol screening results
- Security Clearance approval confirmation
- A valid craft related qualification or equivalent (e.g. NVQ3, apprenticeship)
- Proof of the right to work in the UK in accordance with NAECI Appendix G.5

Before completing the site induction all in-scope employees will also:

- accept the terms and conditions of this SPA, signified by signing an acceptance form (Appendix 5).

## 13.0 TRAINING

### 13.1 INDUCTION

All new starters will be required to undergo induction training. Appointed Contractors and their Sub-Contractors are required to give 10 business days' notice of the arrival of new employees on site and provide all details as required by Fluor on the forms provided. Induction training shall include information relating to Project workscope, SSH&E objectives of the Project, General requirements for health and safety at work including: Drugs and Alcohol Policy, site emergency procedures, briefing on plant regulations, welfare, security and medical facilities.

The employer shall ensure that all employees are fully aware of the entire terms and conditions of employment applicable to the Project including NAECI 5.2.

Contractor inductions may have the attendance of the accredited employee representative from with the contractor's workforce.

Rates of pay during training will be in accordance with NAECI 8.2.

### 13.2 CCNSG SAFETY PASSPORT SCHEME

All NAECI in-scope employees are required to present a valid CCNSG Safety Passport (or acceptable equivalent) at the FAST project SSH&E induction. If a valid Passport is not presented at the time of induction Site Security Cards will not be issued and access to the Project will not be possible.

An employee whose Safety Passport expires during the course of their employment on the Project will need refresher training for revalidation of their Passport. The Employer will be responsible for ensuring that refresher training is undertaken in a timely manner.

Refresher training will be available to employees by their employers whose CCNSG Safety Passport would expire within three months of their termination of employment on the Project.

In addition to holding a valid CCNSG Safety Passport employees will undertake training in good time when required to maintain up to date Statutory License certification.

In accordance with the SSH&E policy of Fluor it is a requirement for some employees to have satisfactorily completed a pre-employment medical for certain critical in-scope work on the Project.

### 13.3 APPRENTICESHIP TRAINING

Where practical, appointed Contractors and their Sub-Contractors should commit to providing training opportunities for Apprentices. It is a requirement that all other employees should co-operate in ensuring that Apprentices receive appropriate training/experience and supervision during their employment on the Project. Each apprentice must have a trade mentor readily available provided by the Contractor.

Due to the length of the project being less than the required duration to complete an apprenticeship program, Contractors should have contingencies in place for the continuation of the program on other projects and/or repair and maintenance works. This will be an agenda item at Project Forum meetings.

### 13.4 ECITB TECHNICAL TRAINING SCHEME

The Parties are committed to promoting the benefits of established ECITB Training Courses.

### 13.5 SKILL ENHANCEMENT TRAINING

It is recognised that from time to time existing employees may require training in the use of new plant, equipment or systems. Where this is an identified need, there will be full co-operation in undertaking the training, covering the work to allow individuals to be released for training and applying the new skills into practice. Such training will give appropriate emphasis to the relevant safety provisions. Employees will receive written confirmation of any upgrade in status.

## 14.0 PRODUCTIVITY SKILLS AND CONTINOUS IMPROVEMENT

The signatories to this Supplementary Project Agreement are committed to the full implementation of NAECI Section 3, as far as practicable on the Project, in order to maximise productivity.

The signatories to this Supplementary Project Agreement accept joint responsibility to ensure that trainees are provided with the necessary facilities to complete their appointed period of on-the-job training experience.

## 15.0 GRIEVANCE & DISCIPLINARY

### 15.1 GRIEVANCE

The speedy resolution of individual and collective grievances is essential to the success of any Project. Each Appointed Contractor and any Sub-Contractors will ensure that it has in place a formal written grievance procedure that is consistent with the requirements of NAECI 14 and furthermore, follow the requirements of NAECI Appendix E as required.

NJC facilitation will be considered at any Stage of the Procedure, and particularly before proceeding to Stage 4, with a view to resolving issues at the earliest opportunity. For information purposes, the NJC ROM must be formally notified of any Stage 2 arrangements prior to the meeting taking place.

It is agreed that Stage 3 will not be used and any failure to agree at Stage 2 may proceed straight to Stage 4.

### 15.2 DISCIPLINARY

Each of the signatories to this Supplementary Project Agreement shall have in place a Formal Written Disciplinary Procedure. The terms of the procedure shall be consistent with the ACAS Code of Practice and in accordance with NAECI 15, and furthermore, follow the requirements of NAECI Appendix F as required. For information purposes, the NJC ROM must be formally notified of any Stage 2 arrangements prior to the meeting taking place. NJC facilitation will be considered at any Stage of the Procedure, with a view to resolving issues at the earliest opportunity.

## 16.0 TERMINATION OF EMPLOYMENT

### 16.1 PROBATION PERIOD

The first 4 weeks of employment is a probationary period and during this time, notice required to be given by either the employee or the employer shall be two hours. During the probationary period the procedure outlined in the NAECI 5.7 shall apply. Any extensions to the probation period must be mutually agreed and communicated in writing.

Particular attention is drawn to an extended probationary period for Grade 1 operatives and trainees, which is extended to 3 months and 6 months respectively.

### 16.2 REDUNDANCY

Redundancies will be in accordance with all of the clauses within NAECI 16 (Transfer and Termination of Employment).

The management of Fixed Term contracts will be in accordance with NJC Guidance Note (17)01.

## 17.0 EMPLOYEE REPRESENTATIVES

The Employers are committed to the benefit of having Employee Representatives on the project, employed as tradespeople (or non/semi-skilled workers) who will be given sufficient and reasonable time to perform the Employee Representative part of their role, elected as per NAECI Appendix C.3.

A Shop Steward Spokesperson from among accredited stewards may be recognised for the purposes of dealing with general matters affecting all trade union concerns. i.e. 'Primary Point of Contact'. There will be an allowance for two Shop Steward Spokespersons, one from each signatory Trade Union.

Trade Union matters, including Employee Representative are as per NAECI Appendix C.

## 18.0 AUDITING

Due to the size and duration of the FAST Project, Fluor (or their appointed representatives) shall undertake random / spot audits in an impartial, fair and unimpeded manner with openness, trust, compliance and access / transparency and visibility being prime objectives and values with all parties on the project fully cooperating with the Auditor(s) as per NJC Guidance Note (14)03.

## 19.0 SIGNATORIES

Signatories to the Supplementary Project Agreement

Print Name: J. ARROWSMITH Signed: ..... Job Title: C.M.
***Managing Contractor: Fluor***

Print Name: J EDDLESTON Signed: ..... Job Title: REGIONAL MANAGER
***ECIA***

Print Name: T. ABBOTT Signed: ..... Job Title: REGIONAL OFFICER
***Trade Union: Unite the Union***

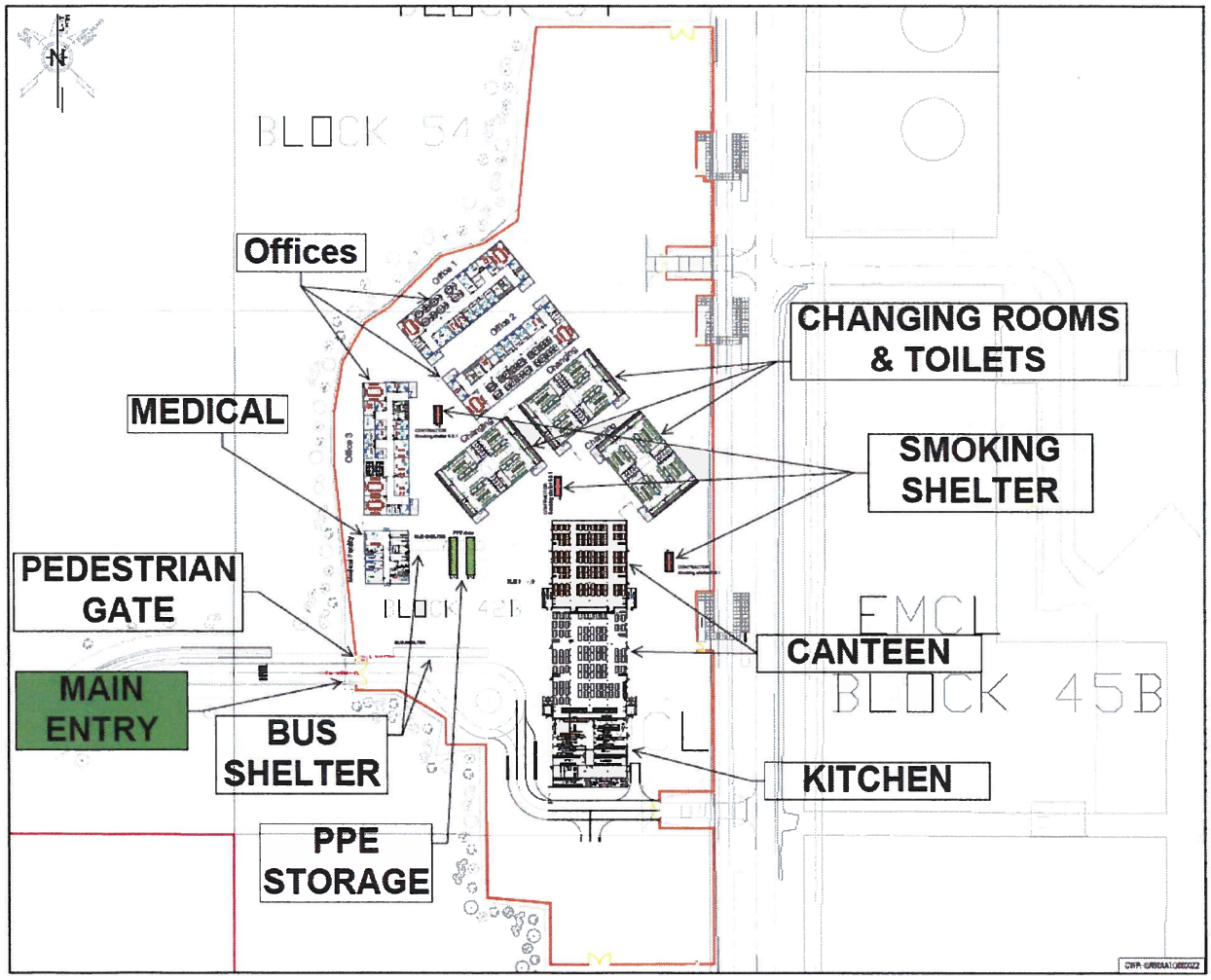
Print Name: BRYAN HULLEN Signed: ..... Job Title: Regional Officer
***Trade Union: GMB***

NJC APPROVAL

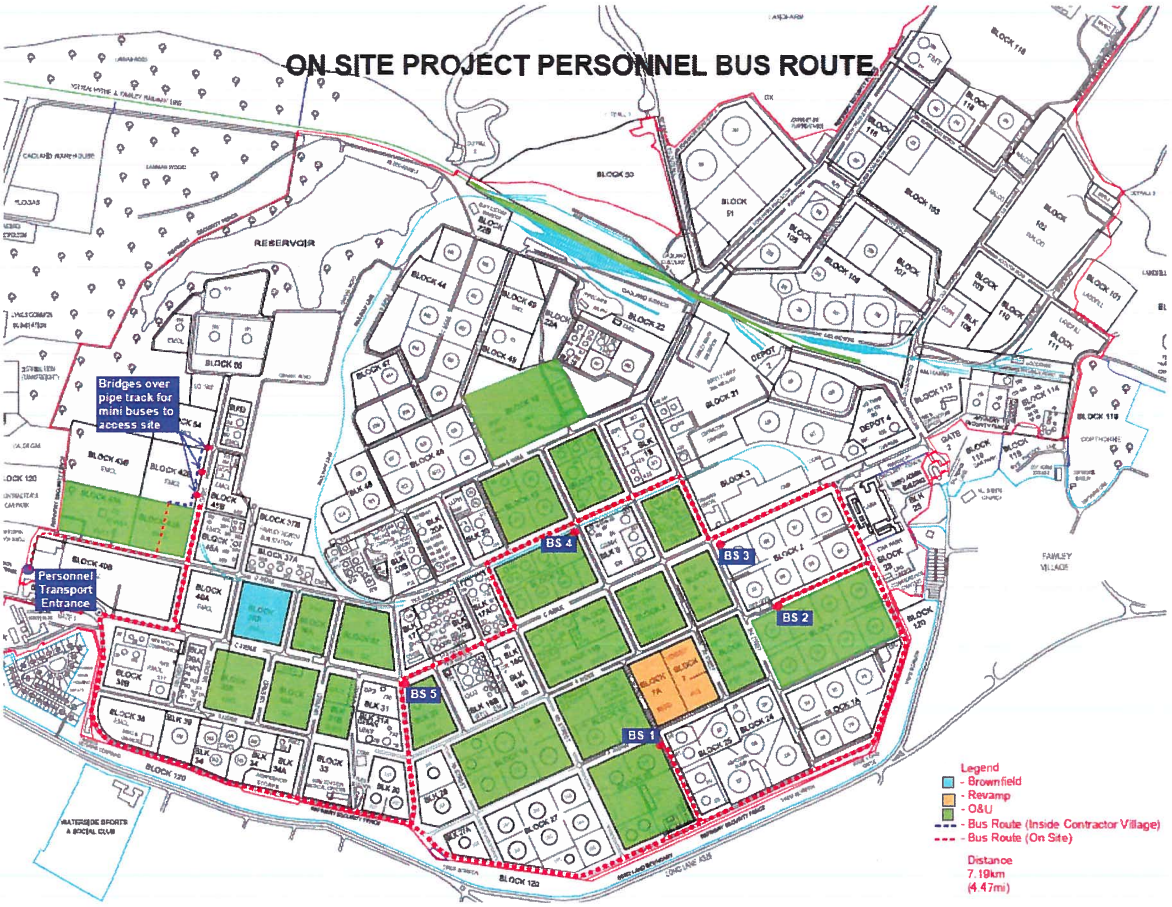
Print Name: MARK WATT Signed: ..... Job Title: GENERAL MANAGER
***National Joint Council***

## 20.0 APPENDICES

### 20.1 APPENDIX 1 – CONTRACTOR VILLAGE LAYOUT



## 20.2 APPENDIX 2 – ON SITE BUS ROUTE



## 20.3 APPENDIX 3 – INCLEMENT WEATHER POLICY

### 20.3.1 PURPOSE OF THE DOCUMENT

The purpose of this policy is to ensure that appropriate communications and processes are established and preserved in the event of sustained inclement weather affecting the safe works on the FAST Project.

### 20.3.2 SCOPE

This policy is applicable to the FAST Project only for those in scope of this SPA. Employer throughout the document refers to the Contractor responsible for their workers.

### 20.3.3 PROCEDURE

Refer NAECI 8.3 for further detail.

Fluor Construction Management and Fluor SSH&E Management will carry out an inspection and assessment of the weather each morning, reporting back to the management and supervision team with any restrictions, concerns or advices.

Contractor's safety personnel will inspect their individual work areas and report the findings directly to their Construction Management. In the event of persistent inclement weather where the workforce, or part of, are in temporary or permanent shelters, Fluor Construction Manager and Fluor SSH&E Manager will meet to discuss the assessment of the work areas.

Fluor Construction Manager will meet with FAST Employee Representative (Primary Point of contact) to advise on the suitability of the work fronts affected with the inclement weather, this will also establish if all work areas are affected or some.

Once the decisions have been made these will be communicated to the workforce via dedicated communication channels. Should there be areas of disagreement then the Fluor Construction and SSH&E Manager will examine specific areas of concern.

Operatives will be re-located to their welfare facility in the event a workplace inspection/risk assessment has declared the work areas as unsafe.

In the case of persistent inclement weather a review period will be in place to monitor the weather. (Duration to be agreed on the day)

Should the weather continue to decline then the Fluor Construction Manager and SSH&E Manager will convene a meeting involving the FAST Employee Representative (Primary Point of contact) to discuss potential actions that may lead to cessation of works on site.

The local surrounding infrastructure will be monitored and taken into account for any decision based on cessation of works.

Where work has to continue for any reason, appropriate waterproof clothing will be provided to workers as necessary by the Contractor.

The client (Exxon Mobil) will be informed throughout any inclement weather periods.

### 20.3.4 UTILISATION OF WORKING HOURS

The workforce will carry out alternative work or training as directed during periods of inclement weather when their employer and Fluor have decided that weather conditions justify the cessation of a workers normal work, as per NAECI 8.3. Alternative work may be allocated to workers which may not be within their occupation; however workers must accept this when they are capable of carrying out this task.

If possible, training / information seminars will be provided for workers returned to the welfare facilities. This will include, but will not be limited to, safety training. Where it is possible to provide this, it is an obligation for all workers unable to continue work activities to attend.

### 20.3.5 PAYMENT

Payments will be made in line with NAECI 8.3 (a), and only paid for workers provided they attend and remain available for work.

### 20.3.6 TAKING COVER

Temporary shelters may be used during inclement weather where authorised to do so, and as directed by the employer, these shelters are not required to provide heating or seating arrangements. Canteen, mess huts, changing rooms and other permanent establishments are not considered as temporary shelter and must not be used until authorised to do so. Only when it's considered that the inclement weather is likely to persist will the decision be made by Fluor Management for more permanent shelter to be authorised.

### 20.3.7 EARLY CESSATION OF WORK

During scheduled and normal working hours where Inclement Weather is severe, Fluor may agree to send the workforce home, and usually after the mid-shift break in the event they cannot source alternative working arrangements. Payment will be made for the remaining basic hours scheduled only, in line with NAECI 8.3 (g).

Client instructions to close the site due to Inclement Weather for part or full days will be paid as per section 20.3.7 above.

Prior to travelling to work in periods of severe winter weather warnings, workers are instructed to call the 'Snowline / Emergency' number to hear the status for site access. Contractor Management will communicate to workers instructing them of a site closure and pre-warn workers of potential weather concerns and to call the snowline / emergency number. This is a 24 hour number and will provide the latest status via a recorded message (0800 9177288). This is communicated via signposts, at induction and reminders issued by Contractor Management.

### 20.3.8 PERSONAL PROTECTION EQUIPMENT (PPE)

All employers will ensure that the appropriate PPE is identified, issued, correctly used, maintained and replaced as necessary. The employer will also ensure that where necessary, appropriate training is provided in the use of specific PPE in accordance with FAST – D18 – Personal Protective Equipment (PPE). It is incumbent on the employer to ensure that, in all cases, assessments have been carried out to enable the selection of suitable and appropriate PPE, recognising any exposed positions on the Project and subject to prevailing weather.

The minimum requirements of PPE whilst in the construction area(s) are defined in FAST – D18 – Personal Protective Equipment (PPE).

All employers will also ensure that workers are issued with appropriate wet weather protection to be worn whilst working during inclement weather. The employers will refer to NJC Guide to Health, Safety and Welfare to comply with the issue and selection of PPE.

All workers shall co-operate by wearing, correctly using and caring for PPE issued for their use. Any worker abusing, misusing or defacing PPE in their possession may be subject to disciplinary action in line with their employer's internal processes.

Employers will ensure that the above provision is available for issue either on or before the workers start date on the Project. Workers are expected to wear the employer's issued PPE.

### 20.3.9 SITE EMERGENCIES AND TRIAL EVACUATIONS

Payment during site emergencies and trial evacuation are in line with NAECI 8.3 (I & J).

### 20.3.10 CONCLUSION

The practices, processes and payments within this policy are in accordance with the relevant agreements (NAECI) associated with the FAST project and further agreed by the Trade Unions. Although it's not anticipated that there will be any major inclement weather concerns, this policy will ensure that the relevant parties are aware of the appropriate protocols.

## 20.4 APPENDIX 4 – IBA REVIEW PERIOD

| Week Ending Date | Week No | IBA Review Period | | Week Ending Date | Week No |
|---|---|---|---|---|---|
| 10/01/2020 | 1 | 1. Retention - 50% of 12 week accrual | 2. Work schedule SPA Compliance<br>3. Contractor Safety<br>4. Contractor Project Schedule<br>5. Work Crew Quality | 05/03/2021 | 61 |
| 17/01/2020 | 2 | | | 12/03/2021 | 62 |
| 24/01/2020 | 3 | | | 19/03/2021 | 63 |
| 31/01/2020 | 4 | | | 26/03/2021 | 64 |
| 07/02/2020 | 5 | | 2. Work schedule SPA Compliance<br>3. Contractor Safety<br>4. Contractor Project Schedule<br>5. Work Crew Quality | 02/04/2021 | 65 |
| 14/02/2020 | 6 | | | 09/04/2021 | 66 |
| 21/02/2020 | 7 | | | 16/04/2021 | 67 |
| 28/02/2020 | 8 | | | 23/04/2021 | 68 |
| 06/03/2020 | 9 | | 2. Work schedule SPA Compliance<br>3. Contractor Safety<br>4. Contractor Project Schedule<br>5. Work Crew Quality | 30/04/2021 | 69 |
| 13/03/2020 | 10 | | | 07/05/2021 | 70 |
| 20/03/2020 | 11 | | | 14/05/2021 | 71 |
| 27/03/2020 | 12 | | | 21/05/2021 | 72 |
| 03/04/2020 | 13 | 1. Retention - 50% of 12 week accrual | 2. Work schedule SPA Compliance<br>3. Contractor Safety<br>4. Contractor Project Schedule<br>5. Work Crew Quality | 28/05/2021 | 73 |
| 10/04/2020 | 14 | | | 04/06/2021 | 74 |
| 17/04/2020 | 15 | | | 11/06/2021 | 75 |
| 24/04/2020 | 16 | | | 18/06/2021 | 76 |
| 01/05/2020 | 17 | | 2. Work schedule SPA Compliance<br>3. Contractor Safety<br>4. Contractor Project Schedule<br>5. Work Crew Quality | 25/06/2021 | 77 |
| 08/05/2020 | 18 | | | 02/07/2021 | 78 |
| 15/05/2020 | 19 | | | 09/07/2021 | 79 |
| 22/05/2020 | 20 | | | 16/07/2021 | 80 |
| 29/05/2020 | 21 | | 2. Work schedule SPA Compliance<br>3. Contractor Safety<br>4. Contractor Project Schedule<br>5. Work Crew Quality | 23/07/2021 | 81 |
| 05/06/2020 | 22 | | | 30/07/2021 | 82 |
| 12/06/2020 | 23 | | | 06/08/2021 | 83 |
| 19/06/2020 | 24 | | | 13/08/2021 | 84 |
| 26/06/2020 | 25 | 1. Retention - 50% of 12 week accrual | 2. Work schedule SPA Compliance<br>3. Contractor Safety<br>4. Contractor Project Schedule<br>5. Work Crew Quality | 20/08/2021 | 85 |
| 03/07/2020 | 26 | | | 27/08/2021 | 86 |
| 10/07/2020 | 27 | | | 03/09/2021 | 87 |
| 17/07/2020 | 28 | | | 10/09/2021 | 88 |
| 24/07/2020 | 29 | | 2. Work schedule SPA Compliance<br>3. Contractor Safety<br>4. Contractor Project Schedule<br>5. Work Crew Quality | 17/09/2021 | 89 |
| 31/07/2020 | 30 | | | 24/09/2021 | 90 |
| 07/08/2020 | 31 | | | 01/10/2021 | 91 |
| 14/08/2020 | 32 | | | 08/10/2021 | 92 |
| 21/08/2020 | 33 | | 2. Work schedule SPA Compliance<br>3. Contractor Safety<br>4. Contractor Project Schedule<br>5. Work Crew Quality | 15/10/2021 | 93 |
| 28/08/2020 | 34 | | | 22/10/2021 | 94 |
| 04/09/2020 | 35 | | | 29/10/2021 | 95 |
| 11/09/2020 | 36 | | | 05/11/2021 | 96 |
| 18/09/2020 | 37 | 1. Retention - 50% of 12 week accrual | 2. Work schedule SPA Compliance<br>3. Contractor Safety<br>4. Contractor Project Schedule<br>5. Work Crew Quality | 12/11/2021 | 97 |
| 25/09/2020 | 38 | | | 19/11/2021 | 98 |
| 02/10/2020 | 39 | | | 26/11/2021 | 99 |
| 09/10/2020 | 40 | | | 03/12/2021 | 100 |
| 16/10/2020 | 41 | | 2. Work schedule SPA Compliance<br>3. Contractor Safety<br>4. Contractor Project Schedule<br>5. Work Crew Quality | 10/12/2021 | 101 |
| 23/10/2020 | 42 | | | 17/12/2021 | 102 |
| 30/10/2020 | 43 | | | 24/12/2021 | 103 |
| 06/11/2020 | 44 | | | 31/12/2021 | 104 |
| 13/11/2020 | 45 | | 2. Work schedule SPA Compliance<br>3. Contractor Safety<br>4. Contractor Project Schedule<br>5. Work Crew Quality | 07/01/2022 | 105 |
| 20/11/2020 | 46 | | | 14/01/2022 | 106 |
| 27/11/2020 | 47 | | | 21/01/2022 | 107 |
| 04/12/2020 | 48 | | | 28/01/2022 | 108 |
| 11/12/2020 | 49 | 1. Retention - 50% of 12 week accrual | 2. Work schedule SPA Compliance<br>3. Contractor Safety<br>4. Contractor Project Schedule<br>5. Work Crew Quality | | |
| 18/12/2020 | 50 | | | | |
| 25/12/2020 | 51 | | | | |
| 01/01/2021 | 52 | | | | |
| 08/01/2021 | 53 | | 2. Work schedule SPA Compliance<br>3. Contractor Safety<br>4. Contractor Project Schedule<br>5. Work Crew Quality | | |
| 15/01/2021 | 54 | | | | |
| 22/01/2021 | 55 | | | | |
| 29/01/2021 | 56 | | | | |
| 05/02/2021 | 57 | | 2. Work schedule SPA Compliance<br>3. Contractor Safety<br>4. Contractor Project Schedule<br>5. Work Crew Quality | | |
| 12/02/2021 | 58 | | | | |
| 19/02/2021 | 59 | | | | |
| 26/02/2021 | 60 | | | | |

The above dates are not to be taken as definitive start and finish dates of the FAST Project and are provided as a guide to ensure the IBA review periods are identical for all in-scope contractors. The same date sequence either prior or after stated dates above will be implemented, as required.

## 20.5 APPENDIX 5 - ACCEPTANCE OF THE NAECI & THE SPA

FAST - Acceptance of the NAECI and 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 and agree to strictly comply with all the terms and conditions of my employment including those set out in this Supplementary Project Agreement (SPA) and 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 given to your Employer for filing as a record that you have completed your induction training and have signed above agreeing to strictly comply with and honour all the provisions, rules, regulations, terms, requirements and conditions of the NAECI and this SPA).