



FAWLEY STRATEGY (FAST) PROJECT

CATEGORY 1 BASIC - SUPPLEMENTARY PROJECT AGREEMENT (SPA)

FAST-PEP-PLN-0060 Rev 0

TRUE ALLIANCE

Document Approval		Prepared by	Checked by	Approved by
Name		Phil Hunter	Kieran McCarthy	
Sign				
Position		BGEN Senior Construction Manager	Kent Project Manager	
Rev	Issued Date	Reason for issue:		
0		Issued for Implementation		

REVISION HISTORY

Rev	Issued Date	Prepared by	Checked by	Approved by
0	06/10/22	Phil Hunter	Kieran McCarthy	
Reason for issue: Issued for Internal Review				
Reason for issue:				
Reason for issue:				
Reason for issue:				

HOLDS

Number	Description	Responsibility
HOLD 1		
HOLD 2		
HOLD 3		
HOLD 4		
HOLD 5		

CONTENTS

1.	INTRODUCTION	5
2.	SCOPE OF WORK	6
2.1	IN-SCOPE	6
2.2	OUT OF SCOPE	6
3.	SIGNATORIES	8
3.1	PROJECT FORUM MEETING	8
3.2	REPORT BACK ARRANGEMENTS	9
4.	RATES OF PAY AND HOLIDAYS	9
5.	WORKING HOURS, BREAKS, OVERTIME AND SHIFTWORK	9
5.1	WORKING HOURS	9
5.2	BREAKS	10
5.3	OVERTIME AND SHIFT WORKING	10
6.	SITE ACCESS	12
6.1	ACCESS	12
6.2	MEASUREMENT OF RADIUS	12
7.	DEATH IN SERVICE PROTOCOLS	12
8.	INCENTIVE BONUS	12
8.1	INCENTIVE BONUS	12
8.2	INCENTIVISED CRITERIA	13
8.3	INCENTIVE BONUS FORFEITURE	13
8.4	REVIEW PERIOD	14
8.5	PAYMENT	14
9.	SECURITY, SAFETY, HEALTH & ENVIRONMENTAL (SSH&E)	14
9.1	SAFETY REPRESENTATIVES AND COMMITTEE	14
9.2	PERSONAL PROTECTIVE EQUIPMENT (PPE)	15
9.3	LIFE SAVING RULES & LIFE SAVING ACTIONS	15
9.4	Life Saving Actions (LSA)	16
9.5	DRUGS AND ALCOHOL	17
10.	RECRUITMENT	17
10.1	USE OF FIXED TERM CONTRACTS	18
10.2	MANDATORY DOCUMENTS	18
11.	TRAINING	19
11.1	INDUCTION	19
11.2	CCNSG SAFETY PASSPORT SCHEME	19
11.3	APPRENTICESHIP TRAINING	19
11.4	ECITB TECHNICAL TRAINING SCHEME	20
11.5	SKILL ENHANCEMENT TRAINING	20
12.	PRODUCTIVITY SKILLS AND CONTINOUS IMPROVEMENT	20
13.	GRIEVANCE & DISCIPLINARY	20
13.1	GRIEVANCE	20
13.2	DISCIPLINARY	21
14.	TERMINATION OF EMPLOYMENT	21
14.1	PROBATION PERIOD	21
14.2	REDUNDANCY	21
15.	EMPLOYEE REPRESENTATIVES	21
16.	AUDITING	22
17.	SIGNATORIES	23
18.	APPENDICES	24
18.1	APPENDIX 1 – CONTRACTOR VILLAGE LAYOUT	24
18.2	APPENDIX 2 – INCLEMENT WEATHER POLICY	27

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

1. INTRODUCTION

The Fawley Strategy (FAST) Project is a discretionary project to position ExxonMobil's Fawley Refinery as a long-term competitive asset.

The FAST project represents an investment opportunity for the Fawley complex that improves the viability of the asset by addressing key refinery configuration challenges:

The Fawley Strategy (FAST) Project in-scope work shall be executed by the True Alliance project team and comprises the construction of the following scope:

- Installation within Block 36B of new facilities including a Diesel Hydrotreater Unit (HD10) and Steam Methane Reforming Hydrogen Plant (H2) with associated equipment, foundations, instrumentation and piping.
- Installation of new remote instrument building (RIB) and installation of a new substation on the brownfield Block 36B.
- Pipework and Equipment installation in O&U areas

In-scope construction activities are due to commence October 2022 with a planned project start-up target of approximately December 2024.

The parties agree 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.

Any companies mobilising in-scope workers to this project will comply with both NAECI and this SPA.

The appointed in-scope 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 15.

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 BGen &

Kent Plc and the Project Forum or the National Joint Council.

2. SCOPE OF WORK

2.1 IN-SCOPE

Those employed under the direction of BGen & Kent Plc 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
 - Equipment installation associated with the in-scope mechanical trades
 - All insulation associated with the in-scope mechanical trades
 - Painting of pipework and steelwork
 - Fire proofing
 - All MC (mechanical completion) activities by the mechanical trades

- Electrical work
 - Installation of containment and supports for cables
 - Cable pulling
 - Glanding and Terminating (excluding specialist termination)
 - Cranage services in support of Electrical and Instrumentation Trades
 - Scaffolding in support of Electrical and Instrumentation Trades
 - Heat tracing

- Commissioning
 - Any in scope labour retained for pre-commissioning and commissioning support shall be deemed to be in scope.

2.2 OUT OF SCOPE

The SPA shall not apply to operatives working under the current Fawley 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 BGen & Kent Plc 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 Building services painting.
- Cranage services in support of Civil Engineering Trades.
- Complex specialist cranage
- Catering, office/general cleaning, security, removal of waste from site, maintenance of mobile plant, vehicles, buses, taxis and horticulture etc.
- Demolition work
- Commissioning activities.
- Specialist vendors or technicians carrying out pre-commissioning and commissioning type work on rotating equipment, instruments, electrical equipment (such as COMPX trained E&I technicians carrying out loop checks) are considered out of scope.
- ESD/ PCS/ DCS control system activities.
- Bolt Tensioning contractors
- Vendor Equipment Package Specialists/ Technicians.
- Specialist site installation and assembly services such as mechanical equipment, refractory installation/ commissioning of switch gear and transformers are considered out of scope.
- 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 favorable 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.
- Maintenance and construction approved as specialists by the Client.

- Industries involved in the supply of utilities (e.g., Electricity, Gas, Water, Telephones).
- 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.
- Specialist vendors on PWHT, radiography and NDE are considered out of scope.
- Notifiable bodies performing witness of installation activities.
- Warehousing staff based at the offsite Polimeri yard.
- Other such activities that may be deemed by the Project Forum as appropriately outside of the requirements of the NAECI.

3. SIGNATORIES

This SPA has been negotiated between representatives of the signatory Trades Unions to the NAECI and True Alliance members (BGen & Kent Plc) 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 employer's 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.

3.1 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 every three (3) months (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, ECIA & NJC representatives 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.

3.2 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 (shop floor elected stewards) not in attendance at the forum at a paid meeting of up to one hour's duration.

4. 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.

5. WORKING HOURS, BREAKS, OVERTIME AND SHIFTWORK

5.1 WORKING HOURS

The basic working week shall consist of 38 normal working hours, worked over four days, Monday to Thursday.

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: 07:00 to 17:00 Hours (9.5 hours working day)

The efficient use of working hours will be in accordance with NAECI 3.1. and NJC Guidance Note (20)01 – Efficient Use of Working Hours.

Any permanent changes to the project working hours are to be notified to the Contractors, NJC True Alliance Project Team and Operations Site Management in writing, prior to implementation.

It is envisaged that special measures such as double day shifting, or the use of night shifts may be required during the project to meet schedule needs.

5.2 BREAKS

Breaks shall be allocated Monday to Thursday (30 minutes unpaid and 10 minutes paid) as per NAECI 7.5(b), which may be staggered. Employees will be allowed sufficient time to leave the workplace, clean up prior to commencement of each break and return to the workplace 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.

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.

Work hours may be altered to facilitate either deliveries or schedule requirements at the discretion of BGEN and Kent Plc to support specific identified out of normal hours work e.g., radiographic, hydrotesting testing etc.

The following break times are provisionally proposed:

Morning Break: 10:20 to 10:30

Lunch Break: 14:00 to 14:30

Consistent with the agreed arrangements for improving productivity, all hourly paid operatives will use Alliance designated scanning 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 is 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.

5.3 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. There is no guarantee of overtime hours. However, if overtime needs to be worked to meet a Project milestone or maintain the Project completion date the employer reserves the right to introduce extended working hours in line with NAECI rules. This will be for specific targeted work to meet critical path activities. Thus, the overtime work will be limited to small groups and specific skill sets and not one in all in. In the event of overtime being worked, the number of employees and trades to be employed shall be determined by the contractor concerned. The Contractor organisations will ensure any overtime work is shared proportionately with all suitably skilled personnel for the work required. Where additional overtime occurs meal breaks will be as per NAECI section 7.5 (c). If work is expected to exceed average 48 hours per week the work shall be executed in line with the Working Time Regulations 1998 and NAECI section 7.6 (a).

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.

5.3.1 OVERTIME AND SHIFT WORKING

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 Friday and communicate that requirement no later than the preceding Wednesday by 3.00pm. Each contractor will determine their requirements for overtime for weekend working commencing Saturday and communicate that requirement no later than the preceding Thursday by 3.00pm.

5.3.2 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.

6. SITE ACCESS

6.1 ACCESS

The Contractor's car parking facilities is 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 workforce.

6.2 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 with NAECI 9.1 (d) and paid as per NAECI Appendix A.4. The postcode used for this calculation is SO45 2NP.

7. 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.

8. INCENTIVE BONUS

8.1 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.

8.2 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	£0.50
Individual – Efficient Use of Working Hours	Paid for each productive hour, paid in arrears for individual compliance with NAECI section 3.1 (a) and this Supplementary Project Agreement.	4wks	£0.93
Contractor – Safety & Welfare	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. Welfare and site facilities to be kept free of vandalism and deliberate damage.	4wks	£0.94

* The monetary values in this table were adjusted by agreement of the SPA signatories on 31.3.23 and approved by the NJC for implementation on 3.4.23.

8.3 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
---	--	--------------

8.4 REVIEW PERIOD

The effective period for review of performance against the criteria shall be at four-week intervals.

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

8.5 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.

9. SECURITY, SAFETY, HEALTH & ENVIRONMENTAL (SSH&E)

9.1 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.

9.2 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. The minimum PPE requirements shall be communicated during the project induction and detailed in the job specific Task Risk Assessment. Further details are available in the Construction Phase Health & Safety Plan: FAST-HSSE-PLN-001. Such items shall remain the property of the employer.

All employees will be required to always dress suitably for work, 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.

9.3 LIFE SAVING RULES & LIFE SAVING ACTIONS

The Life Saving rules shown below in are considered to be significant in that they have potential to cause significant health hazard, injury or death should a violation occur. Any project personnel observed breaking one of these rules will be subject to disciplinary action up to and including instant and permanent removal from the Fawley Site.



9.4 LIFE SAVING ACTIONS (LSA)

The Project will also actively promote the adoption of the ExxonMobil Life Saving Actions (See below). The primary purpose of Life Saving Actions is to prevent life-altering injuries and fatalities through worker clarity and alignment on key safeguard health. The intent is to improve human performance while doing higher risk work tasks (keeping it simple) LSA's provide the worker a simple set of actions that they must take to validate and ensure the required safeguards are present Using a risk-based approach the Alliance will embed the LSA's into our inspection and assurance programs.

 <p>Work Authorization Only do work that is authorized and follow the Permit and JSA</p>	 <p>Energy Isolation Lock, verify, and demonstrate zero energy</p>	 <p>Breaking Containment / OPE Manage ignition sources and exposure to hazardous substances</p>
 <p>Critical Devices Bypass only when authorized –implement alternative controls</p>	 <p>Hot Work Remove flammable materials and gas test continuously</p>	 <p>Working at Height Wear a harness with 100% tie-off and secure tools & materials</p>
 <p>Confined Space Entry Establish and maintain safe entry conditions</p>	 <p>Lifting & Rigging Use certified lifting gear and stay clear of suspended loads</p>	 <p>Working Around Mobile Equipment See and be seen, maintain a safe distance</p>
 <p>Excavation Get authorization before digging or entering excavations</p>	 <p>Driving & Transportation Wear a seat belt, don't speed, no distractions</p>	 <p>Training LSA SWC User Training</p>

9.5 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 'Zero Tolerance' Drugs and Alcohol-free Policy, which will always apply to all personnel on the site. 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.

10. RECRUITMENT

All parties recognise that NAECI 5.1 addresses the recruitment of employees, but parties remain mindful of the positive impact that recruiting from the local community can have. The True Alliance Is committed to equal opportunities and diversity and will endeavor to ensure that the Project is free from discrimination and harassment. This applies to all in-scope employees and the True Alliance will work closely with contractors and suppliers to help ensure the maintenance of this commitment.

When re-deploying existing employees BGen and Kent Plc will collaborate with the employers to retain those employees most suitably qualified and experienced for the work activities in remaining.

In-scope contractors, when recruiting, will give due regard to the employment of suitably qualified local/ UK labour.

It is a requirement that every contract company working on the Project must ensure and prove that all employees are suitably qualified, competent and experienced people. Contractor employees are therefore under an obligation to co-operate with the competence assessment process and to provide such evidence or documentation as may be requested by their employer to demonstrate their competence to undertake the work, were reasonably practicable. There is to be no demarcation if trained and competent.

Trade testing may be performed on personnel involved, in specified activities requiring particular skills, for example welding or in the assembly of flanged joints. Failure to pass this

test may prevent the employment of the individual. All employees shall co-operate with and assist management in obtaining information relevant to determining competence. Where there is a concern over competency, personnel may be required to repeat or perform additional trade testing.

To maintain normalization of ongoing client operations, 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.

In the event that the project is required to employ non-UK labour, the requirements as specified within NAECI Appendix G, NJC Guidance Note (17)02 - Non-UK Contractors on NAECI Registered Sites, shall be followed and NJC Guidance Note (19)01 – Early Action & the Provision of Information.

10.1 USE OF FIXED TERM CONTRACTS

The use of fixed term contracts will be in-line with NJC Guidance Note (17)01, ensuring no less favorable terms than NAECI. Effectively, a fixed term employee will be treated as a non-fixed term member of the workforce but with a contract having an end date.

10.2 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 (DBS Police Check)
- 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).

11. TRAINING

11.1 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 EXXON MOBIL 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.

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

11.2 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 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 BGen & Kent Plc it is a requirement for some employees to have satisfactorily completed a pre-employment medical for certain critical in-scope work on the Project.

11.3 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.

11.4 ECITB TECHNICAL TRAINING SCHEME

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

11.5 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.

12. PRODUCTIVITY SKILLS AND CONTINUOUS 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.

13. GRIEVANCE & DISCIPLINARY

13.1 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.

13.2 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.

14. TERMINATION OF EMPLOYMENT

14.1 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.

14.2 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.

15. EMPLOYEE REPRESENTATIVES

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

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 Accredited shop stewards.

A Shop Steward Spokesperson from amongst workforce elected stewards shall 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 two Shop Steward Spokespersons, one from each signatory Trade Union.

Should the provision of elected NAECI C.3 Accredited shops stewards not be in place then consideration shall be given to the provision of NAECI C.2 stewards.

16. AUDITING

Due to the size and duration of the FAST Project, BGen & Kent Plc (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.

17. SIGNATORIES

Signatories to the Supplementary Project Agreement

Print Name: PAUL HUNTER Signed: [Signature] Job Title: CM
True Alliance Managing Contractor: BGen

Print Name: KIERAN MCCARTHY Signed: [Signature] Job Title: Project Manager
True Alliance Managing Contractor: Kent Plc

Print Name: JEREMY GOODCHILD Signed: [Signature] Job Title: RM
ECIA

Print Name: MALCOLM BONNETT Signed: [Signature] Job Title: RO
Trade Union: Unite the Union

Print Name: Bryan Hulley Signed: [Signature] Job Title: RO
Trade Union: GMB

NJC Approval

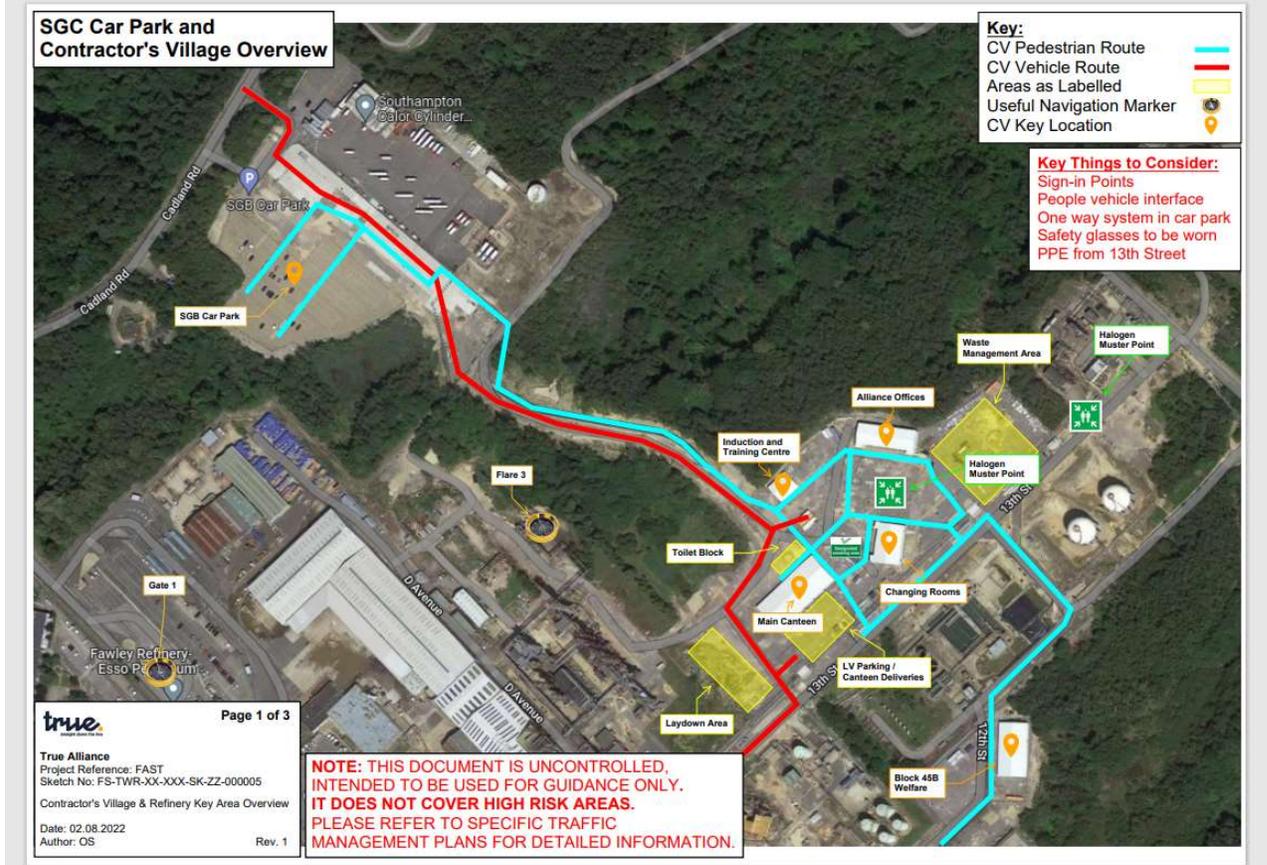
Print Name: MARK WATT Signed: [Signature] Job Title: Director
National Joint Council

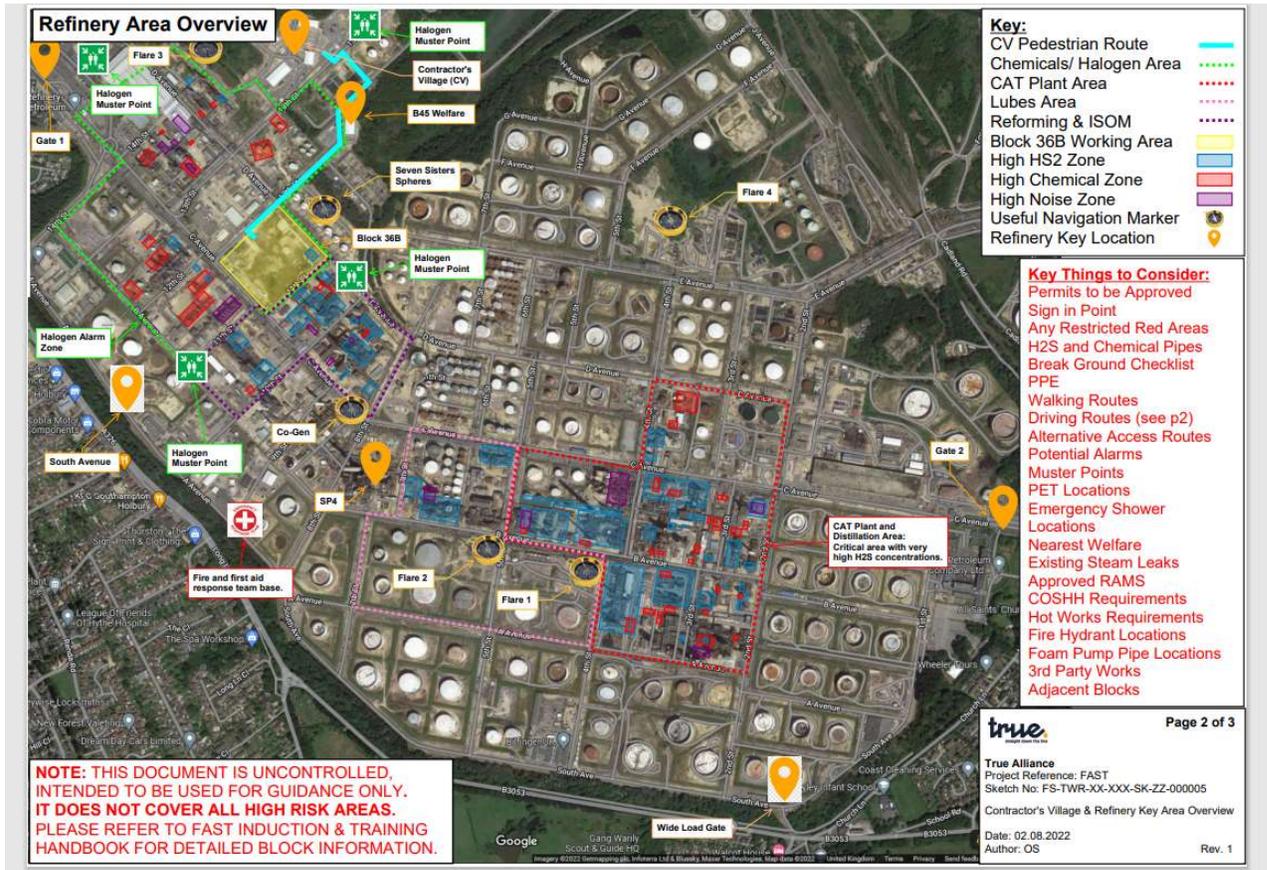
2nd March 2023

* The monetary values in Section 8.2 of this SPA were adjusted by agreement of the SPA signatories on 31.3.23 and approved by the NJC for implementation on 3.4.23.

18. APPENDICES

18.1 APPENDIX 1 – CONTRACTOR VILLAGE LAYOUT AND CARPARK





18.2 APPENDIX 2 – INCLEMENT WEATHER POLICY

18.2.1 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.

18.2.2 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.

18.2.3 PROCEDURE

Refer to NAECI 8.3 for further detail

True Alliance Construction and 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.

Where work is deemed as can continue, appropriate waterproof clothing will be provided to workers as necessary by the Contractor and the workers will be expected to utilize the waterproof clothing.

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, True Alliance Construction and SSH&E Management will meet to discuss the assessment of the work areas.

The True Alliance Construction Manager will meet with FAST Employee Elected 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 True Alliance Construction and SSH&E Management 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 True Alliance Construction and SSH&E Management 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.

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

18.2.4 UTILISATION OF WORKING HOURS

The workforce will carry out alternative work or training as directed during periods of inclement weather when their employer and True Alliance Management 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.

18.2.5 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.

18.2.6 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 True Alliance Management for more permanent shelter to be authorised.

18.2.7 EARLY CESSATION OF WORK

During scheduled and normal working hours where Inclement Weather is severe, BGen and/ or Kent Plc 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.

18.2.8 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 Construction Phase Health & Safety Plan: FAST-HSSE-PLN-001. 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 Construction Phase Health & Safety Plan: FAST-HSSE-PLN-001.

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.

18.2.9 SITE EMERGENCIES AND TRIAL EVACUATIONS

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

18.2.10 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.