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SUPPLEMENTARY PROJECT AGREEMENT

REV C1

CONTRACT NO:	720700
CLIENT'S NAME:	ReNew ELP
PROJECT TITLE:	Hydrothermal Upgrading Facility
PROJECT LOCATION:	Wilton, Teesside
CLIENT DOCUMENT NO:	ELP001-G-SPC-014

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REVISION HISTORY

Rev	Reason for Issue
A1	Issue for Comment
C1	Issued for Use
21.6.23	Second Issue - Following the local parties' agreement in June 2023 to extend the Event end date to Quarter 3 / early Quarter 4 2023 (see revised Clause 2.3). The confirming email from Wood to the signatory stakeholders and NJC dated 21.6.23 refers.





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1. ABBREVIATIONS

Abbreviation	Description	
ACAS	Advisory Conciliation and Arbitration Service	
CCNSG	Client Contractor National Safety Group	
CCTV	Closed Circuit Television	
ECIA	Engineering Construction Industry Association	
EPC	Engineering Procurement Construction	
HSE	Health Safety & Environment	
HTR	Hydrothermal Upgrading Facility	
IBA	Incentive Bonus Arrangements	
MEWPS	Mobile Elevating Working Platforms	
NAECI	National Agreement Engineering Construction Industry	
NJC	National Joint Council	
NJC ROM	National Joint Council Regional Operations Manager	
PPE	Personal Protective Equipment	
SPA	Supplementary Project Agreement	
тм	Trade Mark symbol	

2. INTRODUCTION

2.1 Background

ReNew ELP Limited has contracted with Wood to provide EPC services for the installation of a new Cat-HTR™ (Hydrothermal Upgrading Facility) located at the Wilton International Site on Teesside.

All Contractors will work together as 'one joint team' to ensure that the Project is delivered on time, on budget, and without any compromise to quality or safety.

2.2 Categorisation

The parties agree that the work carried out on this Project will be classified as a Category 1 'BASIC' Construction Project as defined in NAECI 18.1 (a).





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2.3 Duration of Agreement

The agreement will come into effect on the 1st February 2022 and will cease upon completion of all 'In-Scope' activities on this Project, which are envisaged to end of Quarter 3/early Q4 2023, when the pre-commissioning phase will be complete.

Any variations to the terms of this Supplementary Project Agreement (SPA) will be subject to consultation and negotiation between all parties and ratification by the National Joint Council for the Engineering Construction Industry (NJC).

2.4 Objectives of this SPA

The principal objectives of this SPA are to uphold the terms and conditions of employment on the Project in accordance with the provisions of NAECI and to develop and maintain good standards of productivity and employee relations, whilst promoting a common and coordinated approach amongst Contractors when dealing with any employment or productivity issues that may arise during the course of the Project.

Where the SPA is silent, then the intent and wording of NAECI shall take precedence.

2.5 Terms and Conditions of Employment

A personal copy of this SPA will be provided to each in-scope employee prior to their mobilisation onto the Project. The Employee will signify their agreement to these terms and conditions of employment and to working to the requirements of the NAECI and this SPA by signing *Appendix 1*. This will then be removed and filed on the employee's personnel record.

2.6 Contractor Requirements

Prior to commencing on site, all in-scope Contractors will be current members of a NAECI signatory Employer's Association which gives full access to the NAECI procedures and will abide by the rules of the association and agreements made by this SPA.

2.7 Recognition Rights

The Trade 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 are the only parties able to negotiate on behalf of in-scope employees.

All employees of in-scope Contractors are encouraged to be members, in good standing, of one of the signatory Trade Unions in order to have access to an Accredited Shop Steward and Full Time Trade Union Official and the NAECI procedures, including Grievance and Disciplinary Procedures.

Trade Union Representatives will have the opportunity to attend induction sessions.





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2.8 Signatories to SPA

This SPA has been negotiated between GMB and Unite the Union Representatives of the signatory Trade Unions to the National Agreement for the Engineering Construction Industry (the NAECI), the Engineering Construction Industry Association (ECIA), and Wood, on behalf of all Contractors to undertake in-scope work on this Project, for the duration of on-site activities and has been endorsed by the NJC. Refer to **Appendix 6** for signatories.

2.9 In-Scope Work

In accordance with NJC Guidance note (14) 02 and NAECI 1.4 (a), the work defined as being 'in-scope' of this agreement will be all of those activities below within the Mechanical Engineering Construction:

- Electrical and Instrumentation
- Scaffolding
- Steel Erection (including fire proofing)
- Rigging
- Pipe Fitting
- Welding
- Mechanical Fitting
- Plating
- Crane Drivers (in support of Mechanical Engineering Construction work)
- Thermal Insulation
- Any retained labour in connection with Commissioning support

2.10 Out-of-Scope Work

The following will be regarded as being out-of-scope activities and will not be subject to NAECI and this SPA:

 Civil Building Engineering Construction work (including floor painting/road markings). Any scaffolding, steelwork, cladding, electrical and HVAC included in a Civil Building Contractor's Contract

Other examples of activities which will be excluded include, but are not limited to:

- Catering, Cleaning, and ancillary site services
- Erection of temporary site buildings
- Work undertaken by employees involving off site fabrication and manufacturing
- NDE & Heat Treatment Operations
- Crane Drivers (in support of Civils work)
- Delivery drivers
- Security
- Contractors working directly or engaged by ReNew ELP
- Specialist Vendors
- Pre-Commissioning & Commissioning
- Specialist Testing/Flushing/Cleaning (Equipment & Pipework)
- ReNew ELP Operations & Maintenance





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HVAC

3. RECRUITMENT

All Contractors are fully committed to equal opportunities and diversity. The recruitment process will be carried out fairly, and in accordance with the relevant companies own recruitment policies which will be fully compliant with the Equality Act and will be free from discrimination.

When recruiting or re-deploying existing employees, Contractors will select those employees they consider most suitably qualified, competent and experienced to meet the skills needs and requirements of the Project.

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.

Qualifications will be checked and verified, competency standards where stipulated will be met and assessed, trades tests will be undertaken where appropriate, and right to work checks in the UK will be carried out, and evidence of such will be retained on record. The Principal Contractor has the right to undertake spot audits to ensure compliance of these measures at any time.

Contractors will ensure that they have a conflict-of-interest policy in place to ensure that employees are not directly managed by their relatives.

There will also be a requirement for employees to undertake medical surveillance checks prior to mobilisation in accordance with each Contractor's policy.

The parties to this agreement recognise the importance of the Project to the nearby communities and will wherever possible use best endeavours to recruit suitably qualified local labour, as well as considering suitably qualified UK labour in accordance with NAECI appendix G.4.

3.1 Non-UK Labour

Non-UK labour is not envisaged unless it is for specialist vendor kit, however, if required, recruitment of non-UK labour will be in full compliance with NAECI Appendix G. If this situation occurs, Trade Union Representatives will be advised of the following at the earliest opportunity:

- Name of the Contractor appointed
- Scope of work being performed
- Resourcing Strategy to be pursued

Further information on the use of non-UK Contractors can be found in NAECI Appendix G.4 and NJC guidance Note (17) 02 - Non-UK Contractors on NAECI Registered Sites and NJC Guidance Note (19) 01.





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3.2 Use of Fixed Term Contracts

The use of fixed term contracts will be in-line with NJC Guidance Note (17) 01.

4. WORKING TIME

The parties to this SPA commit themselves to the establishment, development and maintenance of high standards of productivity and the fullest utilisation of working hours. Working hours will be managed in accordance with the Working Time Regulations 1998 and NAECI 7.

4.1 Basic Working Time

The basic working week will consist of 38 hours worked over 5 days Monday to Friday. The working hours for dayshift will be as follows which have been devised to minimise congestion around the Wilton Site:

	Start	Meal Break	Finish
Monday to Thursday	08.00	30 mins	16.30
Friday	08.00	30 mins	14.30

During each normal workday Monday to Friday, there will be a paid 10-minute refreshment break. The half hour meal break is unpaid.

The start and finish of break and meal times may be staggered to alleviate congestion and to enable Contractors to manage COVID-19 social distancing on site. Employees are therefore requested to be flexible in this regard. Times will be advised locally to ensure continuity of work pattern and reduce inconvenience to employees.

4.2 Overtime and Shift Working

There is no guarantee of overtime being offered during the course of the anticipated Project period, however, should overtime working become necessary to maintain the Project completion schedule, employees are reminded that they have an obligation to cooperate with management in this regard. Overtime working will be in accordance with NAECI 7.4.

It is not envisaged that shift working will be required during the course of the Project. Should it become necessary to introduce an approved shift then NAECI 7.3 will apply.

4.3 Time Keeping

As an aid to achieving maximum productivity, timekeeping on the Project will be closely monitored to ensure the fullest utilisation of working hours.

Clocking/swipe card stations will be provided by Wood and will be located as close as possible to the cabin area on the perimeter of the construction compound.

At the commencement of each working day/shift, all trade and craft employees will be required to arrive at their workplaces punctually, reporting to their respective changing





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facilities in sufficient time to enable them to change into the correct PPE and prepare for work before clocking on at the specified time recording station. At the end of the working day, the reverse situation will prevail.

The working day will commence from the point an employee clocks on and will end at the point they clock out.

Employees must ensure that they return from break periods on time.

Employees will be allowed sufficient time to clean up prior to meal breaks and also to wash and change at the end of the shift before clocking off, but this should not be abused.

This system will be used to identify who is on site in the event of an HSSE emergency for head count purposes, so must not be misused. Any employee leaving site for any reason during the course of the day for a doctor's appointment for example, must first seek permission from their Supervisor before doing so.

If the time recording system does not appear to be working, then employees are expected to report this to their Supervisor immediately.

4.4 Efficient Use of Working Time

In accordance with NAECI 3, all employees are required to apply their skills to ensure continuous and productive progress of the work activity they are engaged in and will cooperate fully with management in adopting approved techniques and methods of improving work performance and productivity where this has been identified and agreed between the parties.

To minimise waiting times, employees are required to adopt the team concept of assisting colleagues by performing tasks within their competence when work within their trade is not readily available.

All Contractors shall take all reasonable steps to provide an efficient site organisation and layout. Cabins, clocks, tool boxes and other facilities are to be located as close to the work front as possible.

Any employee who fails to remain available for work during scheduled working hours will only be paid for hours that they were available for work.

In the event of severe and inclement weather, the provisions of NAECI 8.3 will apply. The site procedure for severe and sustained inclement weather is contained in **Appendix 2.** Employees may be asked to carry out alternative work as may be directed.





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5. PAYMENTS

5.1 Basic Rates of Pay & Allowances

The basic hourly rates of pay and overtime rates are specified in the NAECI Appendix A. Severance payment rates are covered in NJC Communique 01 (21), NAECI 16.5(a).

Radius payments will be calculated using RAC route planner fastest route in accordance with the NAECI 9.1 (d)

Contractors will not unreasonably withhold their agreement to pay accommodation allowance to their employees if they are required to work outside normal travelling distance from their permanent home, providing they meet the relevant requirements in accordance with NAECI 9.2. Following completion of the approved application form, employees are reminded that they should notify their employer of any changes to their declaration at the earliest opportunity. The accommodation allowance will not be received if the form has not been completed.

5.2 Incentive Bonus Arrangements (IBA Payment)

In order to develop and maintain good standards of productivity, safety and to encourage and reward improvements to working practices, subject to compliance with the principle of NAECI 19.2 and 19.3, the Project will operate a performance incentive bonus scheme in accordance with NAECI 19.3, as detailed in *Appendix 3* of this SPA.

6. HOLIDAYS

The entitlement to and arrangements for taking holidays on the Project shall be in accordance with the NAECI 10 and must be pre-booked and authorised in advance by management, prior to holidays being taken.

To assist with resource planning, two weeks' notice of leave must be provided prior to the first day of leave to be taken. Where this is not possible, Contractors will do their best to try to accommodate requests being made but cannot guarantee that leave will be granted. Preference will be given to those who need time off for medical or personal reasons.

Public holiday periods as well as possible site closure periods for the Project will be confirmed in advance and communicated as reasonably practicable, however, in general terms, the following days will be observed as the contractual paid public holidays in 2022, unless there is a requirement to work these, or to provide a skeleton workforce on the Project depending upon Client requirements/progress against Project plan.

- 3rd January 2022 (Monday) News Year Day (substitute day)
- 15th April 2022 (Friday) -Good Friday
- 18th April 2022 (Monday) Easter Monday
- 2nd May 2022 (Monday) Early Bank Holiday
- 2nd June 2022 (Thursday) Spring Bank Holiday





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- 3rd June 2022 (Friday) Platinum Jubilee
- 29th August 2022 (Monday) Summer Bank Holiday
- 26th December 2022 (Monday) Boxing Day
- 27th December 2022 (Tuesday) Christmas Day (Substitute Day)

It is not envisaged that the contract will go beyond 2022, however if the Project does run over the expected time schedule, then the Site is expected to be closed over the 2022/2023 Christmas Period as follows, so three days potentially of annual holiday must be reserved by every Contractor employee to cover this closure period:

- Colleagues leave work at end of shift on 24th December 2022
- Colleagues return at start of shift on 3rd January 2023

7. SICKNESS ABSENCE & NOTIFICATION PROCESS

All employees will need to ensure that if they are absent from work, they comply with their employer's absence reporting process in full. This will include ensuring that they call in to their line manager on the first day of absence in advance of their normal start time, providing them with an indication of the nature of their sickness and keep them regularly informed of their absence.

Employees must ensure that their absence is covered by the relevant self cert form/doctor's note to ensure they remain entitled to sick pay and IBA attendance bonus payment element.

Levels of attendance at work across the Project will be closely monitored.

Contractors will ensure that where Employee Assistance Programmes (EAP) exist, these are brought to the attention of their workforce so that employees have an additional means of confidential support if they require this.

Occupational health teams will also be used to ensure that absence is pro-actively managed and employees receive the necessary help and assistance they require.

8. SICKNESS/ACCIDENT/DEATH IN SERVICE COVER

Wood and its Contractors will provide sickness, accident and death in service cover for their in-scope employees through Welplan insurance policy in accordance with the provisions of NAECI 11.3 and A.7.

In respect of death in service cover, all employees will be requested by their employer to complete an expression of wish form and a copy of this must be retained on record.

Contractors should ensure that they hold next of kin details and emergency contact details for all personnel employed on the Project.





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9. DEATH ON SITE/OFF SITE & SYMPATHY STOPPAGES

The parties of this SPA recognise that the death of a work colleague on site is very distressing, nonetheless, all in-scope employees will be required to comply with the procedure set out in NAECI 12.

Particular attention is drawn to Appendix A 7(b) where an additional £35,000 is available, bringing the total death benefit by any cause to £70,000, on condition that there are no sympathy stoppages on any NAECI site. In the event that a death is the result of a fatal accident on site, or travelling to and from the site, there is an additional £40,000 payable. Dependents would in this event receive £110,000. Attention is drawn to NJC Guidance (12) 01.

In the event of the death of a colleague on site, management will return all personnel to their cabins to enable effective communication with the workforce to take place.

Close friends and colleagues who are too distressed to continue at work will be permitted to leave by their manager upon request.

Should a site work colleague die offsite, there will be no stoppage of work. Management will allow anyone closely involved in the death to leave work or not attend work in that day e.g. travelling colleagues, or those sharing accommodation.

The death of an individual not associated with the Project will not result in any unofficial stoppage of work.

10. HEALTH SAFETY ENVIRONMENT (HSE)

10.1 Safety Expectations

All personnel will agree to comply fully with UK Health, Safety and Environmental legislation, Wilton Site, and Project HSE requirements.

The parties to this SPA are committed to achieving a high level of health and safety performance on the Project and will do everything within their power to mitigate any potential risks and will fully embrace the shared values and beliefs to the Shield, Safety Essentials, Life Saving Rules and Just & Fair Culture.

During the current Covid-19 pandemic, all Contractors will ensure that they continue to follow, review and act in accordance with the latest UK government guidance in this area ensuring that they have in place all the necessary risk assessments and suitable control measures to try to stop the spread and minimise the risk to the workforce.

It is the responsibility of the Contractor's management team to communicate the HSE requirements to its employees and ensure these requirements are met.





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

- Complying with all Project and Site Safety Rules and Regulations
- Being responsible for looking after their own individual safety as well as that of any persons they could affect during their work
- Complying fully with all PPE requirements at all times
- Complying with none smoking and drug and alcohol rules 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 and ensure these are reviewed throughout the working day particularly after break periods.
- Compliance with emergency and evacuation procedure
- Intervening where they believe they are witnessing an unsafe act either directly with those involved or by contacting their Supervisor
- Employees undertaking basic safety training as specified by the Client Contractor National Safety Group (CCNSG) or its equivalent, prior to being issued with a security pass for entry to the site
- All operatives undertaking site specific safety induction and other training or instruction in safe work methods and use of equipment as may be required by their employer

Any breach by an employee of any provision of this section will be regarded as an act of misconduct or gross misconduct as may be appropriate and may result in a disciplinary sanction being imposed or in the termination of employment without notice.

10.2 Safety Representatives

The Wood HSSE Lead or Representative will meet with the Contractors nominated HSE Representatives on a regular basis. Further meetings may be arranged if necessary following an emergency situation or accident/incident to relay information.

10.3 Induction

All personnel will be required to attend the mandatory Wilton International Site induction and as well as a Project specific induction. Appointed Contractors are required to provide a minimum of two working days' notice of the arrival of new employees on site and provide all details as required on the Wood induction application forms provided, including a valid safety passport number and photo ID. Induction training shall include but not be limited to:

- Introduction to the project
- Key stakeholders/contacts
- Management of Health & Safety
- Welfare, site security & first aid facilities
- Significant hazards
- Industrial Relations (NAECI in scope workforce)





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• Identification Pass process

Induction will also include a briefing on the SPA and all employees will be required to sign the back section of the SPA to indicate their acceptance of the site rules and procedures and the terms of the NAECI and this SPA.

The Wood Project induction is the first stage of a new employees' introduction to the Site and Contractors are required to continue the process of induction with their own domestic arrangements for the employee including such topics as company procedures for absence from work, key policies such as disciplinary and grievance, business code of conduct, and details of where employees can find these.

Trade Union Representatives will be notified in advance of the timing of inductions and will have the opportunity to participate.

10.4 CCNSG Safety Passport Scheme

All employees are required to present a valid CCNSG Safety Passport or equivalent at 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.

Refresher training will be available to employees during their employment, whose Safety Passport expires before employment terminates or within one month of their termination of employment. The employer will be responsible for the course costs, payment of wages and for ensuring that refresher training is undertaken in a timely manner.

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

10.5 Toolbox Talks and Set to Work

Toolbox talks and set to work discussions should be carried out by Supervision at the work face, so instructions are clear and not remote from the work face.

10.6 Personal Protective Equipment (PPE)

All Contractors will ensure that the appropriate Personal Protective Equipment (PPE) identified for all work in the Construction Phase Plan and approved by the HSE team, is issued, correctly used, maintained and replaced as necessary.

Appropriate PPE must be worn in designated areas in accordance with minimum HSSE standard policy, management instructions and notices displayed, in line with Site Policy. Where additional and/or specific PPE is required, it will be specified on the Permit to Work, Method Statement or Risk Assessment.

All employees will be required to co-operate by wearing, correctly using, and properly caring for PPE issued to them ensuring that it is fit for use.





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Contractors will be responsible for ensuring they provide their own laundry service provision for their employees.

Each individual contractor will be responsible for providing upon each employee's engagement on the ReNew ELP Construction Site, the following equipment:

- 1 pair of safety footwear of the ankle length lace up style safety boots conforming to BSEN345
- Safety hard hat
- Suitable fire-retardant overalls
- Wet weather protective clothing
- Safety spectacles/prescription safety spectacles and other relevant eye protection
- Gloves
- Hearing protection
- Task specific equipment

All 'equipment' must be in date and employees are required to dress suitably for work i.e. body, arms and legs to be covered at all times. Specific teams may be required to wear coloured high visibility vests/bibs.

Employees who normally wear prescription glasses will be expected to report for work in possession of their prescription safety glasses. Specific trade groups identified or those following a risk assessment and/or with specific medical issues upon receipt of GP confirmation, may be given special permission to wear tinted eye protection, but employees must have specific authorisation to do so.

Where a replacement pair of safety glasses becomes necessary these will be provided in accordance with each Contractor's specific eye protection policy. Over-glasses will be provided and worn until such time as prescription glasses are available.

10.7 Working at Height

Employees required to work at height and on incomplete scaffolding, structural platforms, or working from MEWPS shall be issued with an approved safety harness which must be worn at all times whilst at work and be secured to suitable anchor points with 100% tie offs at all times.

All employees required to use such harnesses will be provided when necessary, with training on selection and use of harnesses to an acceptable standard.

Any colleagues identified as allegedly failing to comply with this requirement will be subject to investigation which may lead to disciplinary action up to and including dismissal.





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10.8 Prohibited Items

Personnel shall not bring onto site any prohibited items. This will constitute a major breach of HSE rules and will lead to disciplinary processes being instigated.

Prohibited Items	Controlled Items
Matches/Lighters/Potential ignition sources	Volatile flammables
Weapons including metal handled knives (retractable) (other than blunt cutlery)	Chemicals or Substances
Firearms	PAT tested certified items
Fireworks	Radios & other transmitters
Controlled Drugs (other than prescription)	Cameras
	Video Equipment
Alcohol	Laptops, Mobile Phones & Tablets; Fitness trackers
Homemade Tools	Battery powered tools
	Drones over site
	E-cigarettes
	Wood will implement and manage a knife register. It will be each Contractor's responsibility to request user permission for each user who may require to use one.

10.9 Smoking (E-Cigarettes and Vaping)

Smoking including electronic cigarettes and vaping will not be allowed in any of the offices and associated areas where the Company undertakes its business, including site office accommodation and main site areas. Designated smoking shelter close to the facilities areas however will be provided. Smoking must only take place prior to and post shift working and during authorised breaks.

The carrying and or use of any source of ignition (e.g. lighter, matches, electronic cigarettes are prohibited on site.

Breaches of the 'no smoking' provisions, rules and regulations will be taken as an act of gross misconduct and a very serious disciplinary matter and will be dealt with in accordance with the relevant disciplinary procedures.





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10.10 Mobile Phones/Tablets/Portable Media Players (& similar electronic devices)

Under no circumstances should mobile phones, tablets or portable media players or similar electronic players/devices be taken onto site unless you are a specialised vendor for example and have specific permission from the Wood Project Manager/Safety team, and the necessary risk assessments are in place and have been carried out, as this may compromise the safety of the user and other site personnel and will constitute a serious disciplinary offence.

Mobile phones are allowed in cabins and locker rooms only and may be used prior to start of shift and during authorised breaks only.

Security will carry out random checks for these items. Transmitting key fobs must be left in the accommodation areas and must not be taken into plant areas.

Two-way radios which have been specifically supplied as part of the Project requirements may be used in construction areas.

10.11 Medication & Medical Issues

Medication, and or drugs prescribed by a Doctor can impede an employee's ability to work safely. Employees taking medication and/or prescribed drugs must advise their employer of limitations these drugs may cause and co-operate in effecting any arrangements considered appropriate by their employer. Any changes in medical circumstances/health that may arise during the course of the Project must be notified by personnel to Contractors Occupational Health teams in case any medical restrictions may be required.

10.12 Emergency Response

All Contractors will be expected to follow the Contracts Emergency Response Plan controlled and approved by the Principal Contractor (Wood) in the event of an emergency and will be responsible for ensuring that all employees are made aware of the key aspects of this.

Falck will be the primary responders on Site in the event of accidents or emergencies and can be contacted on 01642 212222 (internal 2222).

Contractors are responsible for the reporting, investigation and monitoring of accidents or injuries and must comply fully with the requirements of the Project HSSE team to ensure that actions can be put in place to prevent repeat incidents.

10.13 Driving On Site

Each Contractor will be responsible for managing their own drivers authorisation process on site which will include the undertaking of driver license checks. If licenses are revoked for any reason or if an employee's medical situation changes, which may prevent them from driving, then this must be disclosed to the relevant company and personnel must not drive vehicles on site.

All third party deliveries must be accompanied on and off site by respective Contractors.





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10.14 Drug & Alcohol Testing

This Project will operate a working environment that is free from the influence of drugs or alcohol. All Contractors and their employees will therefore be expected to comply fully as a minimum with the Wood UK Substance Misuse Policy as detailed in **Appendix 4**, which forms part of this agreement.

Employees from each Contractor population may be subject to with cause and random testing at any time as may be determined by Wood.

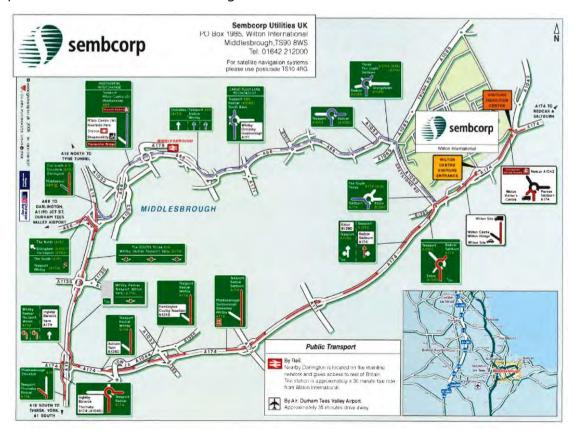
Each Contractor organisation will be responsible for ensuring that they have access to their own drug and alcohol testing facilities and prior to starting on the Project, shall have their D&A policies reviewed and approved by Wood.

Employees must accept the right of Wood as Principal Contractor to refuse their admittance to or remove employees from the site if they are found to be under the influence of alcohol and/or illegal substances even for a first offence.

11. SITE SECURITY

The ReNew ELP site is located within the Wilton International Site Petrochemical complex, which has a comprehensive site security system managed by Falck.

Access to the site is via four manned site gates strategically placed around the perimeter of the site. Refer to Diagram 1 below:







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Employees will comply with the following security measures on site, which will include but are not limited to:

- Upon the request of security staff or management, employees must show the contents of their locker, bags, suitcase, pockets. (An independent witness will be present should such a search be requested to be carried out.)
- Vehicle checks being made, when entering or leaving the site
- Carrying their Site Security ID pass at all times and showing it for inspection when required to
- Will not wilfully misuse their identity pass card by allowing others to use it for example
- No photos may be taken on, or showing any part of the site, unless they have been specifically authorised by the Project Manager/Client in writing. Photos are not permitted to be broadcast on any IT/Social Media Platforms
- Ensuring that they enter and leave site through the time recorders each day so that time on site is recorded
- All site security rules and regulations and any reasonable requests of the main site security
- Only enter those parts of the site that directly relate to the execution of their work
- Do not leave site for any reason without the express permission of the Site Manager
- Return their passes back to the site security time upon termination of employment from site
- If Site Security Passes are lost, or the time recording system does not appear to be working, then this must be reported immediately to Supervision

It should be noted that Site Security may deny access to individuals without an appropriate pass, or whose arrival is not expected, or if they are not authorised to be on site. In the event that this happens Site Security will call the employee's Site Manager who will interview the employee concerned to determine the appropriate action.

All visitors must report to the main Wilton Induction Centre where a visitor pass can be obtained following the undertaking of the Wilton Site Induction.

Site Security will refuse access to any individual who is or appears to be impaired by drugs and/or alcohol.

CCTV and time lapse photography will be utilised throughout the Project for security purposes and capture progress, but any data collected through this medium will be subject to the provisions of the Data Protection Act 2018 and General Data Protection Regulations.

12. WELFARE FACILITIES

Welfare facilities of a high standard will be provided for the Contractors workforce by Wood in accordance with NJC Guidance note (13) 01. These are located as shown in **Appendix 5** in keeping with NJC Guidance note (20) 01.





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12.1 Resting & Consuming Food

Welfare facilities for resting and consuming food at break and lunch times will be sufficiently spacious and of a high standard providing the means of preparing food and hot drinks (including microwaves, fridges and hot water provision. Drinking water is also available on Site. Facilities to wash cutlery and crockery will be provided.

Employees will be expected to remove their overalls prior to using this facility.

12.2 Changing Facilities

Changing facilities will be provided to an acceptable standard. Heated drying provision will also be provided. Each person shall be allocated lockers for both clean and dirty clothes.

12.3 Toilet Facilities

Adequate toilet and washing facilities will be provided.

All colleagues are responsible for ensuring the cleanliness and housekeeping of these facilities and these facilities will be regularly inspected. Any individual found to be causing wilful damage, vandalism or misuse of these facilities will be subject to their employing company's disciplinary procedures and bonus payments may be negatively impacted.

Any welfare issue of concern should be reported immediately to a Supervisor.

12.4 Car Parking

All employees are required to use the designated car parking area as shown in **Appendix 5**. Bays will be established to ensure uniform car parking space. A designated pedestrian route will be provided from the car park to the construction compound.

A reverse parking policy operates in this area.

Parking in non-designated areas is strictly prohibited and all vehicles are parked at the owner's risk.

A vehicle pass must be obtained from the Site Security Office to bring a vehicle onto Site.

The site features speed limits of 5mph and 10mph which shall be complied with at all times.





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13. TRAINING & COMPETENCE ASSURANCE

Training and competence assurance of qualified labour on the Project are important to safe working.

13.1 Apprentices

All employers and employees will co-operate in ensuring that any apprentices receive appropriate training/experience and supervision during their employment on the Project. Contractors are actively encouraged to participate in National Skills Development programmes for apprentices to increase the pool of skilled labour.

13.2 Enhancement of Skills

It is recognised from time to time that existing employees may require training in the use of new plant, equipment or systems. Where this need is identified, there will be full co-operation between the employer and employees in undertaking any agreed training and that work is covered to allow individuals to be released for training, and that employees are provided with the opportunity to put the new skills into practise.

Where employees are in possession of plant licenses, including but not limited to fork trucks, MEWPS etc and have utilised those licenses at any time to progress the employer's work, the Employer will make the necessary arrangements for renewal of licence if it is due to expire during their employment on the Project, or one month thereafter.

13.3 Demonstrating Training Compliance

All Contractors and their employees will be expected to comply with the Wood Base Generic Standards on the Project as a minimum requirement as well as ensure compliance with any legislative and industry requirements.

All Wood employees will be required to ensure that they comply with all the requirements detailed on the Wood Base Standards & Project specific training matrix for all pre-mobilisation and post-mobilisation requirements detailed for their role(s). Employees are responsible and accountable for ensuring that training is attended and recertification is attained, as required and completed within the required timelines dictated in the matrix.

13.4 Demonstrating Competence

Wood require Contractors to demonstrate in so far as is reasonable and practicable, a safe and competent workforce through the validation of skills. Contractors shall be responsible for maintaining their own training records. Progress and status of ongoing competence assurance will be monitored and tracked and will be audited for compliance purposes by Wood.





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In order to demonstrate ongoing competence assurance, all Wood employees will be required to follow the appropriate Wood competence assurance model implemented on the project for their role(s).

14. **COMMUNICATIONS**

All Contractors recognise the importance of effective communication to maintain good working relationships with their employees.

Some of the ways that we will do this are:

- Induction & orientation briefings. Providing employees with the opportunity to raise any questions
- Regular joint meetings between Shop Stewards and Management
- Regular feedback sessions between Shop Stewards and Workforce following meeting with Management. (Refer to Section 16)
- Regular Contractor meetings
- Supervisory briefings Pre-task briefings will be carried out by Supervisors at the work face to work party before any tasks are carried out
- Noticeboards

Employees are requested that they ensure they familiarise themselves with their Company's Social Media Policy and ensure compliance with this. Employees should not post any material or comments which could potentially damage the reputation of our Client, Neighbouring residents of Wilton International Site, or of any Contractors on this Project, as this will not be tolerated.

15. PROJECT FORUM

To promote on-going positive employee relations and communications quarterly Project Forum meetings between the Principal Contractor Management, Contractor Management Representatives, ECIA, NJC Regional Operation's Manager and Shop Stewards will take place as per Appendix D 4(b) of NAECI to discuss progress and any issues arising. Communication will continue between these meetings and should the need arise for an interim meeting this will be agreed.

Full Time Officers signatory to the SPA may attend these as requested.

The proceedings of these meetings will be minuted.

Prior to Shop Stewards feeding back to the workforce after these meetings, the Shop Stewards will first seek permission for a suitable time/date in advance from the Project Manager to minimise disruption on the Project.





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16. SENIOR SHOP STEWARDS/TRADE UNION MEETINGS

The Project is committed to the benefit of having a Senior Steward from both signatory Trade Unions on the project, employed as tradespersons that will be allowed sufficient time to perform the Senior Steward part of their job. Wood will endeavour to engage Senior Stewards on to the project as early as practicable.

Trade Union meetings on site require the formal authorisation of Wood. Authorised meetings shall take place at agreed locations normally at the end of the working day and will be subject to a time limitation.

All parties understand that it is in all of our interests to manage any areas of conflict quickly and efficiently.

17. BEHAVIOURS

All parties are committed to maintaining a safe work environment which is free from any form of discrimination including harassment and retaliation. We believe that all employees should be treated with dignity and respect. Any form of aggressive or threatening behaviour directed towards colleagues or management will not be tolerated and neither will abusive or racist language or behaviour.

If any employee has a concern about any type of inappropriate behaviour on site which may include concerns around unethical behaviour, then they should bring this to the attention of their Management or contact their Company Ethics Helpline anonymously to report such behaviours. Wood have in place a business code of conduct and Ethics helpline for reporting any such concerns.

All Contractors are requested to ensure that they have in place suitable policies to deal with such behaviours and ensure that these are clearly communicated to their employees.

18. DISCIPLINARY PROCEDURE

All parties recognise the importance of resolving issues in the workplace at an early stage and each Contractor will ensure that they have in place a formal written disciplinary procedure as set out NAECI 15 to deal with any disciplinary issues, which will be consistent with the ACAS Code of Practice on 'Disciplinary and Grievance Procedures'.

Wood shall be informed prior to any disciplinary action being taken against any workforce representative or shop steward.

Potential offences which constitute gross misconduct include but are not limited to the following:





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Knowingly breaking or condoning breaches of safety rules, violation or deliberate abuse of safety procedures, for example:

- Interfering with existing plant assets
- Unauthorised confined space entry
- Deliberately working without a permit
- Working at height without correct precautions
- Tampering with equipment tagged with critical isolation tag
- Tampering with any LOTO device
- Alcohol or drug abuse
- Smoking / Possession of ignition sources (unauthorised areas)
- Horseplay
- Actual involvement in acts of violence or threat of violent behaviour
- Deliberate damage to company property (including graffiti and deliberate flooding of washrooms
- Theft of property including unauthorised removal of materials/tools off Site without written permission
- Any significant or recurring traffic violations with regard to the Site policy
- Use of mobile phones on site
- False bomb hoaxes
- Abuse of Site Security Pass/circumnavigation of Site security
- Inappropriate behaviour which could bring the Project or Employer into disrepute.
- Serious breach of Social Media Policy

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

19. GRIEVANCE PROCEDURE

Contractors will ensure that they have in place a formal written grievance procedure, the terms of which shall be consistent with the requirements of NAECI 14.

Employees who are concerned about or are unclear about any aspect of their employment on the Project should in the first instance discuss the matter with their Supervisor who will attempt to resolve the matter. Where after such discussions, employees remain concerned or unclear about the matter; they are entitled to raise matter with their Shop Steward who will have access to the available means of settling differences, such means being those set out in NAECI 14.4. If settlement is not reached at stage 1 then the matter may be progressed to stage 2 and again if settlement is not reached then the matter may be progressed to Adjudication, as per NAECI Appendix E. Parties are reminded that the allocated NJC ROM Should be informed of a potential Stage 2 as early as possible.

The parties have agreed that Stage 3 of the NAECI Procedure will not be used.

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





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It is the Project expectation that any potential issues or disputes are resolved at the earliest opportunity and all parties must remain committed to assist with resolving any disputes through meaningful dialogue. There will be no stoppage of work or any industrial action whilst any of the domestic or external procedures are being used.

20. TERMINATION OF EMPLOYMENT

20.1 Probationary Period

The first four weeks of employment is a probationary period and during this time, notice required to be given by either the employee or employer shall be two hours. During the probationary period the procedure outlined in the NAECI 5.7 shall apply.

For Grade 1 operatives and trainees, this is extended to three months and six months respectively.

20.2 General Principles of Redundancy

Contractors will ensure that they have in place a redundancy policy which complies with current legislation to ensure a smooth reduction in resources either between work phases or upon completion of the project, if this is required.

The procedure will enable every employee to be treated fairly and employers to retain a balanced workforce with skills required to complete the project. A fair selection process will be used in the event of redundancies occurring and length of service will only be used in the event of a tie-breaker situation.

Any payments in lieu of notice will not be made unless in exceptional circumstances and shall be agreed prior to implementation with Wood.

Where severance payments are applicable to employees with less than two years' service these shall be paid in accordance with the NAECI.

Employees made redundant with over 104 weeks continuous service with the same employer will be entitled to redundancy payment in accordance with the Employment Rights Act 1996.

All holiday monies and other monies owing should be forwarded to the employees in the next available pay run following any pay offs.

The requirement for any redundancy will be subject in the first instance to discussion with Wood. No discussion, consultation or HR1 submission, if applicable, will take place prior to these discussions. Consultation with the Trades Unions will be in accordance with the requirements of the Trade Union & Labour Relations (Consolidation) Act 1992. Employers will complete HR1 notification to the signatory Trades Unions (if appropriate) as soon as possible.

Local Trade Union Officials/Shop Stewards will be kept fully informed of any developments in this regard as well as trade groups affected.





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Contractors are reminded of the need to carry out one to one consultation with the affected parties.

21. AUDITS

As the Project is classed as a 'Cat 1 Basic Project' independent audits are not planned.

Wood as Principal Contractor will carry out in-house self-audits to ensure compliance and uniformity of application of NAECI. Contractors are required to conform to requests for information as required by this audit.

The Audit Report will be submitted on a monthly basis to ECIA & NJC and as a minimum will look at the following: in-scope hours, manning levels, numbers locally employed and those in accommodation, as well as details of any lost time incidents.

Should a signatory trade union FTO have legitimate concerns over the application of NAECI they shall communicate this to Wood and the ECIA Project Secretary who will investigate. If the concerns cannot be immediately answered, the party causing the concerns over the application of NAECI shall submit to an open book joint audit with the findings being shared with Wood. The party shall be given reasonable time to correct any discrepancies but failure to comply with NAECI and this SPA shall be a breach of the commercial contract with the Contractor.





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APPENDIX 1 - ACCEPTANCE OF THE NAECI AND THE SUPPLEMENTARY PROJECT **AGREEMENT (SPA)**

l,(Full name in capitals)
Employed by:
(Employer's name in capitals)
Confirm that I have received, read, understood, and accept the terms and conditions of employment set out in this Supplementary Project Agreement (SPA), as well as those of the National Agreement for the Engineering Construction Industry (NAECI), which have been explained to me, and of which a reference copy is available from my employer.
Signed:
Date:

This page to be removed after signature and filed as a record that the individual named above has completed their induction training and signed agreeing to the NAECI and SPA Terms and Conditions of Employment.





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APPENDIX 2 - INCLEMENT WEATHER PROTOCOL

All parties re-affirm their commitment to Clause 8.3 of the NAECI when it comes to inclement weather.

Representatives from the Construction and/or Safety Team will carry out an inspection of the weather each morning and will report back to the management and supervision with any restrictions, concerns or advice, not limited to:

- Lifting restrictions
- Existence of high winds
- Working at height restrictions/considerations
- Any other exposed working area restrictions

Any decision to stand down cranes will be taken on an individual, case by case basis, as certain craneage may still be able to operate safely. This decision will be made collectively between Contractor management, supervision and safety representatives and the crane hire company.

Should weather conditions deteriorate during the day, an assessment team comprising of Contractor management, supervision and safety representatives will be quickly formed to inspect the relevant areas of the site and reassess any restrictions, increasing these if appropriate.

Restrictions will usually be divided into what is considered advisory and mandatory. Obvious: example, no lifting in a specified area or location, and advisory, for example, other works at this height permitted only after specific and proper risk assessments, noting out of hours assessments will follow the same principles.

Decisions to cease work and take shelter will only be taken after a complete review, and permission granted to seek shelter for one part of the workforce will not automatically apply to all. A case-by-case assessment is required.

The workforce will agree to fully cooperate when required to work on alternative duties for which they are capable of performing or work in temporary shelters during inclement weather.

Only management and supervision are authorised to issue instructions regarding taking temporary shelter or cabining up.

Employees who feel that instructions to continue to work in poor weather are unreasonable, or constitute a safety risk, must raise their concerns with their immediate supervisor either directly or through their Shop Steward and the supervisor will attempt to resolve the matter as quickly as possible.

There will be no cessation of work without the permission of management/supervision, and it is specifically agreed that as long as suitable PPE is provided, employees will walk from their welfare facility to their workplace in wet/inclement weather that may be on site.

If possible, training/information seminars (particularly on safety if able to provide) will be provided for employees returned to welfare facilities. Where it is possible to provide this, all employees are obliged to attend.





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APPENDIX 3 - INCENTIVE BONUS ARRANGEMENT (IBA)

Aim & Objective

The aim and objective of this bonus scheme is to ensure high standards of safety, productivity and to drive improvements to working practices on the Project. It will apply throughout the duration of the Project and all in-scope Contractors will participate in the scheme.

Bonus Earning Potential

The payment of this bonus will be in addition to normal rates of pay. The maximum payment amounts that can be achieved, are shown in the table below, depending upon designation/grade eligibility:

NAECI Grade	Designation	Basic Hourly Rate (As of 10 th Jan 2022)	100% Incentive Bonus Payment (Max per hour)
6	Skilled working Chargehand	£19.42/hour	£2.37/hour
5	Advanced Craft	£18.64/hour	£2.37/hour
4	Craft	£17.89/hour	£2.37/hour
3	Adult Semi-Skilled	£15.12/hour	£1.90/hour (80%)
2	Trainee	£13.31/hour	£1.66/hour (70%)
1	Trainee	£11.60/hour	£1.42/hour (60%)

N.B 16 & 17 year-olds - will receive 75% of that applicable to grade above. 3rd year apprentices - will receive 25% of that applicable to grade above. 4th year apprentices - will receive 50% of that applicable to grade above.

Timing of Payments

Payments will be made monthly in arrears to employees.

Bonus Criterion

Payments and/or deductions will be based on:

- An individual employee's performance
- The performance of individual Contractors
- Performance of the overall Project workforce





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1. Attendance/Timekeeping (20%)

Employees can receive 20% of the 100% maximum bonus hourly rate of payment for each productive hour worked for this element.

Employees will need to achieve a 100% attendance/timekeeping record for the payment period. Only unauthorised absences will be penalised and employees who have persistent timekeeping breaches. (Persistent timekeeping breaches are defined as arriving late/departing early in excess of 5 minutes of normal start/finish times on more than 2 occasions within the bonus assessment period). Employees will lose a full month's element of bonus payment where attendance or timekeeping falls below the expected level.

2. HSSE Compliance (30%)

Employees can receive 30% of the 100% maximum bonus hourly rate of payment for each productive hour worked for this element.

Employees must ensure full compliance with Project HSSE Life Saving rules. This will be monitored and be reported by the Project HSE Representatives. Employees will lose a full month's element of bonus payment where the required adherence to HSSE Life Saving Rules is not met.

3. Housekeeping (Damage/Vandalism/Sabotage) 30%

Employees can receive 30% of the 100% maximum bonus hourly rate of payment for each productive hour worked for this element.

Project housekeeping will be monitored by the Project HSSE Representatives. In the event that abuse of the facilities is identified, following full investigation, 30% of the total bonus may be deducted from those employees identified as causing the abuse or, where individuals cannot be identified, the relevant in-scope contractor or Project workforce as a whole. Providing that housekeeping has been maintained at an acceptable level this will be paid.

4. Shift Working/Overtime 20%

Employees can receive 20% of the 100% maximum bonus hourly rate of payment for each productive hour worked for this element.

This element will only be paid to those individual employees in full compliance in accordance with NAECI 7.3.1 and NAECI 7.4 who work overtime and shift work as the Project may dictate.

Forfeiture Criterion

- Will be in accordance with NAECI 19.3 which covers unprocedural action, unauthorised stoppage of
 work which may include any action related to 'sympathy' stoppages, cabining up, overtime bans.
 (Employees are reminded of the requirement to comply with grievance procedures and dispute
 resolution procedures).
- Any employee leaving their employment before termination by the employer (in accordance with NJC Guidance Note (10) 01 will lose all of their bonus payment in that bonus period.





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SUPPLEMENTARY PROJECT AGREEMENT

APPENDIX 4 - UK - SUBSTANCE MISUSE POLICY (HRM-PLD-100049)





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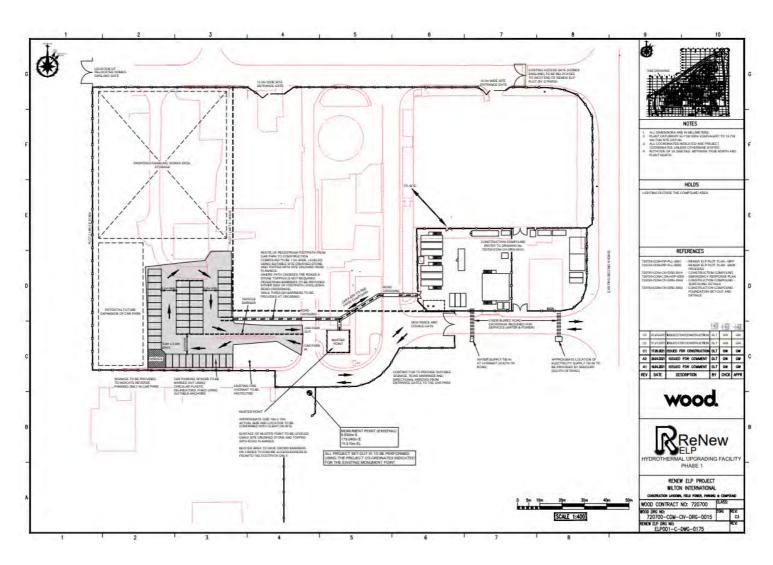
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APPENDIX 5 - CAR PARKING ARRANGEMENTS

(Construction Compound shown in relation to Site & Car Park)







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SUPPLEMENTARY PROJECT AGREEMENT

APPENDIX 6 - SIGNATORIES TO THE SUPPLEMENTARY PROJECT AGREEMENT (SPA)

This SPA is between:

- Wood Group Plc on behalf of all Contractors appointed to undertake work (that is defined within this SPA and the NAECI as being in-scope) for the duration of their on-site activities
- Engineering Construction Industry Association (ECIA) on behalf of their members appointed to the

Mark Watt

For and on be	ehalf of 'Wood Group Plc'		
Signed	Alian Loure	Date	10 February 2022
Name	Alison Young	Title	Senior People and Organisation Manager
For and on be	ehalf of 'Engineering Construction In	dustry Asso	ociation' (ECIA)
Signed	David Roats al	Date	14 Feb. 2022
Name	David Redford	Title	RIA Regional Manager
For and on be	ehalf of 'GMB'		
Signed	C. Preston	Date	22/2/2022
Name	C. Preston CHRIS PRESTON	Title	22/2/2022 ORGANISER
For and on be	ehalf of ' Unite The Union '		
Signed	N ILM	Date	18-02-22
Name	Neil Howells	Title	18-02-22 Regional Officer

Date

Title

23.2.2022

Director

Signed

Name