



SUPPLEMENTARY PROJECT AGREEMENT

For

ACCIONA

**NORTH LONDON HEAT & POWER PROJECT
EDMONTON**

Draft 5 – 11/06/2024

ACCIONA INDUSTRIAL SA UK BRANCH
FOR NORTH LONDON HEAT & POWER PROJECT EDMONTON

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

On behalf of

Acciona Industrial Sa UK Branch

And

The North London Waste Authority

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1 TITLE AND INTRODUCTION

- 1.1 The Managing Contractor – Acciona Industrial SA UK Branch believe that stable industrial relations are an essential part of the construction of the NLHPP Project and that all in-scope Contractors/Sub-Contractors should apply a single set of terms and conditions of employment for their employees to avoid exploitable differences arising. The terms and conditions of the employment, which shall apply for all in-scope works, are those of the National Agreement for the Engineering Construction Industry (NAECI).
- 1.2 The Supplementary Project Agreement ("the SPA") shall be called the Supplementary Project Agreement for the NLHPP Project ("the Project").
- 1.3 The SPA has been negotiated between the representatives of the Trades Unions signatory to the National Agreement for the Engineering Construction Industry (NAECI), the ECIA and Acciona. This SPA, along with the NAECI, form all the terms and conditions of employment solely applicable for in-scope work on the Project and shall be applied in full by the Contractors/Sub-Contractors appointed to carry out work. It is a condition of employment that all employees accept all of the obligations of the NAECI, this SPA and any PJC decisions during the time they are employed on the Project. The Sub-Contractors are organizations that have been or are subsequently awarded contracts to carry out work that is within the scope of the SPA. Prior to commencing on site, the Contractors and in-scope Sub-Contractors shall be in current membership, or have applied for membership, of the appropriate employers' association who are signatory to the NAECI and will abide by the rules of the association and agreements made by this SPA and the PJC.
- 1.4 The client for the Project is North London Waste Authority Ltd.
- 1.5 The SPA is made supplementary to the NAECI and is subject to the authority of the National Joint Council for the Engineering Construction Industry (NJC).

Where this SPA is silent or its contents come under questions and require clarification or are disputed, then the intent and wording of the NAECI current at the time shall take precedence.

2 SIGNATORIES (Appendix 1)

- 2.1 For the Employers:

Acciona Industrial SA UK Branch and the Engineering Construction Industry Association (ECIA) on behalf of all Contractors/Sub-Contractors appointed to undertake work (which is designated as being in-scope) on the North London Heat and Power Project - Edmonton for the duration of their on-site activities.

- 2.2 For the Trade Unions:

Unite the Union
GMB

3 SCOPE

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

3.1 In Scope

3.1.1 Mechanical, electrical, instrumentation, mechanical pipework, engineering construction, steel erection, scaffolding in support of in-scope work, and thermal insulation works.

3.1.2 All Craneage in support of in-scope work.

3.2 Out of scope

3.2.1 Building, civil engineering including all GRP pipework, all works undertaken by civil engineering contractors, painting, cladding and refractory work together with associated support activities.

3.2.2 Specialist activities performed by Technicians including Fibre Optic Cabling, CCTV installation, HV terminals installation, the commissioning of instrumentation and software and other specialist commissioning, including telecommunication equipment and characterization activities.

The terms and conditions of employment of such operatives should in general terms be no less favorable than those under the NAECI agreement.

3.2.3 All Craneage in support of Civil Construction.

3.2.4 Catering, cleaning and all other ancillary site services

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

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

3.2.7 Work Associated with Specialist Procurement Packages

Works associated with the following packages when carried out by the employees of the supplier or specialist subcontractors of that suppliers.

- Bottom Ash Transport
- Bunker dust suppression and odour control system
- Central vacuum cleaning system
- Combustion control cabinet
- Combustion control camera
- Control system
- Demineralized water treatment plant
- Emission measurement
- Explosion generators
- Firefighting alarm and detection systems.
- Grate hydraulic systems
- Instrumentation (including trace heating)
- Maintenance hoists
- Raw Gas measurement
- Refractory lining

- Tagging
- IT and telecommunications equipment/ systems
- Waste crane, bottom ash crane turbine hall crane
- Wet radiation pass cleaning and
- Any other works relating to specialist contractors which has a direct influence upon the ability of Acciona to meet their technical performance guarantees.

3.2.8 Security

3.2.9 All work carried out by the client and their Sub-Contractors.

4 STATUS AND IMPLEMENTATION OF THE AGREEMENT

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

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

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

4.4 This SPA was signed on 27th June 2024 and approved by the NJC for implementation on all nominated inscope works.

5 CATEGORISATION, PROJECT JOINT COUNCIL AND REPORT BACK ARRANGEMENTS

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

5.2 To promote high standards of productivity and the proper management of industrial relations, a Project Joint Council (PJC) will be established in accordance with Appendix D Annex B.

The PJC will meet monthly, normally on the last Thursday of every month, for the duration of the Project unless otherwise mutually agreed by all parties.

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

5.3.1 The principles and objectives of the PJC shall be to:

- Develop and maintain good standards of health, safety and welfare
- Develop and maintain a good standard of industrial relations and productivity
- Support the principles of NAECI and the SPA
- Ensure uniform application of the NAECI and this SPA.

- Eliminate disputes
- 5.3.2 A NJC Regional Operations Manager (ROM) shall be appointed to represent the joint interests of the signatory parties on the Project. The ROM will provide advice about the interpretation of the rules of the NAECI and assist the local parties with any procedural matters arising out of the operation and application of the NAECI.
- 5.3.3 The outcomes and actions of each meeting of the PJC shall be recorded and distributed ~ see Report Back Arrangements.
- 5.3.4 The attendance required to constitute a quorum of the PJC will be two members each from both Contractors and trade unions and must include at least one full time local trade union officer. Or access remotely with prior agreement.
- 5.3.5 The ECITB Representative in attendance at the PJC will distribute a written report in support of Clause 10 of this SPA.
- 5.4 Report Back Arrangements
- 5.4.1 At an agreed time after each PJC meeting, the appointed Shop Stewards shall report the PJC's main conclusions to the workforce at a paid meeting of up to one hour's duration. The PJC values the importance of maintaining good communication and therefore recognizes that in exceptional circumstances it may be necessary to approve an extension to the normal duration of the paid report back meeting. This can only be done with prior approval by prior approval of the Managing contractor.
- 5.4.2 Following revision to the NAECI or this SPA, the PJC shall be responsible for ensuring that the workforce is informed of any such changes in the most effective manner, giving the fullest consideration for the need to sustain an acceptable level of production on the Project.

6 RECRUITMENT

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

It is imperative that an individual's competence of workforce can be demonstrated. Acceptance to site will only be granted with the relevant technical qualification as part of their on-boarding pack. All nominated labour will be assigned a grade at the on-boarding process dictated by the managing contractor whilst adhering to NAECI 5.4.2.

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

Where there is a requirement to recruit new employees, all vacancies shall be notified to the local job centre in accordance with NAECI and sourced via the Site's dedicated Jobs Portal and Database run by Acciona Nominated On-Boarding Specialist

Recruitment of non-UK labour shall be fully compliant with NAECI Appendix G and UK Labour Regulations.

Due consideration should be paid to the following NJC Guidance Notes in relation to recruitment (17)02 – Non UK Contractors on NAECI Registered Sites and Note (19)01 Early Action & the Provision of Information.

All in-scope operatives will require a valid CCNSG to mobilise to site, cost of CCNSG course or renewals will be refunded to the operative upon receipt, if course was attended with a reasonable timeframe prior to mobilisation. The cost of the CCNSG course will become payable upon successful completion of the operative's probation period by the employer.

All labour will only be categorized as core on production of payslips with proof of bacs transfer. All non-UK labour will be subject to an onsite/offsite competence assessment.

- 6.3 Language/non-UK labour. Given that the official language of the site is English, as a minimum requirement, a responsible supervisor having a fluent spoken and written command of the English language must always be present at the workplace.
- 6.4 The Trades Unions signatory to the NAECI are recognised to be the sole negotiating parties on behalf of the employees and will support the application of NAECI.
- 6.5 Acciona are fully committed to equal opportunities and diversity and will endeavor to ensure that the Project is free of discrimination and harassment. This applies to all in-scope employees and Acciona will work closely with the trade unions, Contractors and suppliers to help ensure the maintenance of this commitment.
- 6.6 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.

7 WORKING HOURS, INCLEMENT WEATHER, OVERTIME AND SHIFT WORKING

- 7.1 The normal working hours will be 38 hours per week. Overtime and shift working will be in accordance with NAECI having regard to any restrictions in accordance with planning consents.

Working hours will normally be:

7.30am - 16.00pm Monday to Thursday inclusive

7.30am - 14.00pm Friday

However, hours may differ due to work requirements and shift patterns as per NAECI (7) Shift changes will be arranged locally with the contractors with and company stewards being informed and reported back to the PJC as a matter of course.

The 30-minute meal break is unpaid, in accordance with Provisions of NAECI 7.5(a). Start/finish and break times will be staggered to alleviate congestion on site, transport and canteen services or to meet the needs of the Project.

- 7.2 Refreshment breaks will be in accordance with NAECI 7.5(b).

- 7.3 Overtime requirement, not guaranteed, may be necessary to meet the needs of the Project and employees are required to work such overtime in line with NAECI 7.4. 'Scheduled Working' is a combination of basic hours along with overtime. It is expected that employees on the Project will work the scheduled hours where such hours are made available. This is an integral condition of this SPA.

- 7.4 Overtime is not covered by any guaranteed working hours provisions and does not form part of the normal working hours as provided by NAECI 7.1, or of a statutory weeks pay. Overtime will be calculated on a daily basis.

- 7.5 Utilisation of Working Hours

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

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

- 7.5.2 The main locations for site welfare facilities are shown in Appendix 6.

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

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

- (b) At the end of the designated working day, clocking off at the defined time before returning to the mess cabin/changing facilities and preparing for their departure from site.
- (c) Ensuring that authorised breaks established with their employer are restricted to the designated times, and by leaving the mess cabin and/or canteen promptly and returning to their workplace by the most direct route.
- (d) Carrying out alternative work or training as directed during periods of inclement weather when the employer has decided that weather conditions justify the cessation of an employee's normal work, as per NAECI 8.3.
- (e) Taking cover in temporary shelters or returning to cabins as directed by Supervision/Management when no alternative work is available and leaving cabins and returning to work when so instructed by the employer's Supervisor as per NAECI 8.3. Employees who have been directed to the temporary shelters or to cabin up will be paid at the appropriate basic rate, enhanced in the case of overtime and shift work hours by the appropriate premium payment, plus any proficiency payment in accordance with NAECI 8.3(a) and 6.4 for the time spent, providing they remain available for work throughout the prescribed working hours. It is emphasised that the Incentive Bonus Arrangements (NAECI 6.3) are still applicable under these circumstances.
- (f) In accordance with NAECI 8.3(a) an employee who fails to remain available for work during scheduled working hours shall not be entitled to payment in accordance with the above for any such scheduled hours except for those hours for which the employee actually held himself available for work. Additionally, any employee that does not hold himself available for work may be liable to disciplinary action in accordance with NAECI 15.

8 BASIC RATES OF PAY, PRODUCTIVITY AND INCENTIVE BONUS ARRANGEMENT

- 8.1 The basic NAECI hourly rates of CAT 1 pay, holiday entitlements and severance pay for employees covered by this agreement are set out in NAECI 10 & 16.5 respectively.
- 8.2 The payment of wages will be in accordance with NAECI 6.1.
- 8.3 As the project is designated inside M25, London rates will apply as per NJC Communique 02(24).

9 HEALTH, SAFETY AND WELFARE

The parties on this SPA are committed to achieving the highest levels of health and safety performance on the Project and will act to minimise the occurrence of accidents.

9.1 Safety Representatives and Safety Committee

Accredited Safety Representatives will form a Safety Committee and will meet biweekly. A safety audit programme will be established and implemented at the earliest opportunity and maintained throughout the Project.

Terms of Reference will be established and duly summarised at the monthly PJC.

9.2 Personal Protective Equipment

- 9.2.1 All Contractors/Sub-Contractors will ensure that the appropriate Personal Protective Equipment (PPE) identified for all work is issued, correctly used, maintained and replaced as necessary.
- 9.2.2 All employees will co-operate by wearing, correctly using, and properly caring for PPE issued to them. Any employee misusing or abusing PPE in their possession will be disciplined in accordance with the provisions of Section 12 of this SPA.
- 9.2.3 Accordingly, as a minimum, all Contractors/Sub-Contractors will issue to their in-scope employees, and it is mandatory that all in-scope employees will wear:
- Two Sets of Hi Vis Workwear as per project spec.
 - Safety footwear in accordance with the provision of the NAECI NJC Guide to Health, Safety and Welfare.
 - High visibility vest within the construction area.
 - Eye protection which conforms to EU Standards.
 - Safety helmet.
 - Safety gloves.
 - The contractors will be required to set up a laundry service within the first 2 weeks of operatives mobilizing to site.
- 9.2.4 Regarding safety helmets, the Project is designated as a hard-hat site. All employees will wear an approved safety helmet, as issued by their employer, at all times when in construction areas. All equipment to be 'in' date, names of operative should be clearly displayed.
- 9.2.5 It should be noted that employers will require people issued with PPE under this Section, to wear their company issues, with the company logo and not some other form of clothing.

- 9.2.6 Light eye protection must be worn on the construction site at all times (excluding site offices). Only as a result of specific risk assessment may this requirement be varied.
- 9.2.7 Where an employee is reliant on prescription lenses, he/she will be expected to report for work in possession of their prescription safety glasses. In circumstances where a replacement pair of safety glasses become necessary, upon application the employer shall ensure that prescription lens LEP to the correct standard is made available to the employee subject to a minimum of 4 weeks of satisfactory employment. An employer's nominated third party will provide prescription standard single or bifocal lenses to the frames selected by the employer. The employee will attend the eye examination in his/her own time. Overglasses will be provided and worn until such time as prescription lens LEP is available Any such provision will be paid for by the employer.
- 9.2.8 In-scope employees are reminded that non-compliance with this clause will result in the application of NAECI 15 (disciplinary procedure) that could result in the withdrawal of access to the Site.
- 9.3 Other Work Wear
- 9.3.1 Employees commencing work on the Project for a period anticipated to be in excess of four weeks will be issued with a standard anorak type jacket by the employing Contractor/Sub-Contractor free of charge. Each employee will receive only one such jacket during the life of this Project and transferring to another employing Contractor/Sub-Contractor on the site will not entitle the transferee to a further issue.
- 9.3.2 The Contractors/Sub-Contractors will have a common standard, which recognises that the jacket is intended to provide protection from the elements when walking between car park and cabins, and cabins and work areas. The jacket is not intended to replace the weatherproof clothing to be provided to an employee required to work in adverse weather conditions of the kind referred to in NAECI 8.3.
- 9.4 Working at Height
- 9.4.1 All employees working at height, and not on completed scaffolds or finished platforms, will be issued with an approved safety harness with a double lanyard by their employer, which must be worn at all times during the working hours and be secured to suitable anchor points when working aloft. Failure to comply will lead to disciplinary action in accordance with NAECI 15 and/or exclusion from the site by the Acciona.
- 9.4.2 To promote the fullest utilisation of safety harnesses all Contractors/Sub-Contractors will ensure that supervisors of employees working at height issue them with appropriate instructions at the time tasks are allocated.
- 9.4.3 In the interests of their own safety and the safety of their colleagues, all employees will co-operate by conscientiously applying defined safe systems of work, including the use of safety harnesses at all times in man-lifts, adhering to exclusion zones etc.
- 9.5 Mobile Telephones, Radios and Personal Audio Equipment.
Designated mobile phone safe zones will be installed on the perimeter of the construction area. The use of personal mobile telephones is not permitted within the construction other than these designated zones. Two-way radios throughout the work areas will be permitted only with the express authority of the Acciona and will be strictly controlled. Generally, permission will be restricted to supervision, safety and security requirements.

Use of personal audio headphones and other audio devices are not permitted within the construction area. Failure to comply may lead to disciplinary action in accordance with NAECI 15 and/or exclusion from the site by Acciona.

9.6 Smoking

No smoking or vaping is permitted within the construction area and is limited to designated areas within the Welfare facility. Smoking or Vaping is permitted at designated break times only. Failure to comply may lead to disciplinary action in accordance with NAECI 15 and/or exclusion from the site by the Acciona.

9.7 Emergency Response Squad

Site Wide ERT Team will be organized and managed by Acciona, it is the responsibility of the contractors to ensure they make their operatives available for ERT training exercises etc.

Regular ERT training will be reported to the PJC on a monthly basis.

9.8 Travel to Site

The consent conditions for the Project limit the number of vehicle movements at site so a Green Travel Plan has been agreed with the local authorities with particular focus on use of public transport. Each contractor will be requested to provide a green travel plan utilizing the public transport system. Bussing will be provided by their employers free of charge to employees at agreed locations. However, employers will not be responsible for any delays which result in late arrival at or departure from site. It is accepted that any delays arriving at site as a direct result of bussing problems, outside of the control of the individual employees, shall not attract any deductions to individual's salaries. Provided the individuals make all efforts to change and access respective work faces, as soon as possible after arrival at site. All efforts must be made by the Contractor to ensure transport departs site at the end of shift without unnecessary delays.

ACCEPTANCE OF THESE TRAVEL ARRANGEMENTS IS AN INTEGRAL PART OF THE TERMS AND CONDITIONS OF EMPLOYMENT.

9.9 Welfare Facilities

Canteen facilities for takeaway food for morning refreshment breaks will be provided by Acciona. Acciona will supply toilet facilities and washing areas (including showers, lockers, changing and drying areas) on site, together with messing and snack facilities, to individual Contractors/Sub-Contractors for use by their employees.

9.10 Medication and Medical Issues

Medication and, or drugs prescribed by a doctor can impede the ability to work safely. Employees taking medication and/or drugs must declare this medication prior to the drug and alcohol test being undertaken at induction. Additionally, employees should advise their employer of limitations these drugs may cause and co-operate in effecting any arrangements considered appropriate by their employer. A First Aid facility is available on site Acciona have engaged the services of a Site Medic, during normal working hours.

9.11 Alcohol and Drugs

9.11.1 The Managing Contractor and the Client require the performance of its employees, Contractors and others, including visitors on its premises, to be unimpaired by alcohol and/or drugs. In purpose of this requirement, the Acciona will undertake 'Induction,' 'For Cause' and 'Random' testing.

- 9.11.3 Induction testing: All prospective employees will be required to undertake a drug and alcohol test.
For Cause testing: Anyone, who is reasonably suspected to be under the influence of alcohol or drugs, may be asked to take a test. This may arise; for example, in circumstances where there is an accident or when an individual's action shows signs or symptoms that give cause to suspect impairment.
Random testing: Random testing will be carried out to monitor compliance with the effectiveness of the policy. Acciona and the Client require the performance of its employees, Contractors and visitors on its premises, to be unimpaired by alcohol and/or drugs. Acciona Site Manager/ IR Manager has the discretion as to the time, place and number of tests carried out; using whatever 'random' method is at his/her disposal. The number of tests by employee category (for example grade/trade/employer etc.) will be reported at each PJC. By this method, the PJC will monitor the policy and discuss any proposed changes.
- 9.11.4 Random drug testing will be undertaken by an independent company in the presence of an approved person and will be performed to the highest professional standards.
- 9.11.5 Random alcohol breath testing will be undertaken on a regular basis at the main entrance to site. Such testing to be undertaken by suitably trained and qualified personnel.
- 9.11.6 A number of legitimately obtained prescriptions and other medicines can cause impairment. Acciona reserve the right to take appropriate action to protect the individual and their colleagues if this occurs. For instance, sending them home and/or seeking advice from a medical professional.
- 9.11.7 Limits. There are no prescribed acceptable levels in the case of a positive drugs test. If any presence of an illegal drug or substance is found in an individual's test sample, the positive result will be interpreted as a 'fail' of the test. As a consequence of this failure, the individual will be removed from the site whilst the sample is submitted for laboratory analysis. Should the subsequent test return a negative result, the individual will be permitted to return to site and be compensated for lost earnings at basic rate only. In the case of alcohol, the agreed level is the current UK drink/drive limit, management of readings below the legal limit of Alcohol is as per Acciona D & A policy.
- 9.11.8 Any person testing positive for alcohol and/or drugs or anyone who refuses to take a test, will be removed from site and further action may be taken against them in accordance with the agreed disciplinary procedures. Note, by default, a 'fail' of the test is deemed to be Gross Misconduct. Refer to Appendix 4 for the full procedure.
- 9.11.9 Any person found to be in possession of an illegal drug or substance will be deemed to have given a positive result and will therefore be subject to the action outlined above.

10. TRAINING

Training is an important requirement on the project and a site specific training plan shall be introduced for the Project.

10.1 Induction Training

Upon first employment, or when transferring between employers. Under this agreement all employees will be required to undergo Induction Training. This training shall include explanation of the Project objectives and familiarisation with the general terms and conditions of the NAECI and the SPA.

It shall include:

- 10.1.1 A briefing on the SPA, a signed copy of the booklet and are required to sign the tear-off section at the back of the booklet to indicate attending a successful induction and acceptance of the site rules and procedures.
- 10.1.2 Instruction on the safety, medical, welfare and security arrangements on the project.
- 10.1.3 Encouragement for all in-scope employees to be members in good standing of an appropriate signatory trade union.

10.2 Apprentices and TEC Skills Trainees

- 10.2.1 All parties signatory to this SPA are committed to the employment and training of apprentices and existing/new TEC Skills trainees in the industry. Apprentices engaged under the provisions of the ECITB Apprenticeship Scheme for the Engineering Construction and trainees enrolled under the Work Based Learning Scheme (TEC Skills) and registered with the ECITB will be given facilities to continue their period of 'on the job training and experience' and all employers will endeavour to increase the placement within their work scope for them and, as far as possible, for additional Apprentices/TEC Skills Trainees.
- 10.2.2 If necessary, the apprentices and trainees will be transferred from employer to employer to comply with the training requirements and there will be no opposition from the workforce to this policy.

10.3 Assuring Competence in Engineering (ACE)

Arrangements will be established between the employers of labour and employees to progress the processes laid down in NAECI 5.4.5. Acciona will encourage Contractors/Sub-Contractors to demonstrate, in so far as is reasonable and practicable, a safe and competent workforce through the validation of skills. In doing so, the employers will take full cognizance of all tools available to measure competency, as per NAECI 3.2 skills. The independent auditor should also monitor progress and status of competency.

10.4 CCNSG Passport to Safety

All persons working on the Project on in-scope work must have the CCNSG Passport to Safety. Course fees, including any cost borne by the employee in satisfying this requirement, and any refresher training fees will be borne by the employer. Costs initially borne by the employee will only be reimbursed by the employer where such costs were incurred within 4 weeks prior to commencement of employment. Payment is to be made after completion of 4 weeks' employment. Payment for any time spent training for CCNSG, will only be made to those persons in the respective Contractor's employment on the Project at the time of taking the

course. Contractors are explicitly forbidden to make a charge for this qualification, which will remain the property of the person holding the card. Contractors will not discriminate against those who do not hold the relevant qualification, and will provide training for those who need it, as well as the appropriate refresher training course. Any cost for employees' CCNSG qualification, due for renewal within 4 weeks after redundancy, should be compensated by his/her employer, on termination.

11 TRADE UNION MATTERS

- 11.1 Access to the full provisions of the procedures for the avoidance of disputes is only available to members of those Trades Unions and employers' associations that are signatory to the NAECI and this SPA.
- 11.2 Good communications and effective relevant consultation in accordance with the provisions of the NAECI are essential when dealing with employment matters. Therefore, Induction and PJC dates will be given to the appropriate signatory trade unions in good time the employees of each Contractor/Sub-Contractor will be encouraged to elect a shop steward to represent their interests supported by unrestricted access for NAECI signatory trade union Full Time Official FTO , and further to ensure that their elected representative is officially accredited as their shop steward by the appropriate NAECI signatory trade union. To facilitate this, the full provisions of NAECI C.7 will be used as required.
- 11.3 In order that they may effectively carry out their duties in conjunction with their local full-time officers each accredited shop steward and/or each accredited safety representative will be granted facilities by their employer in accordance with the provisions of NAECI. For their part shop stewards and safety representatives will at all times perform their duties in accordance with the requirements of NAECI.

12 DISCIPLINARY PROCEDURE

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

13 GRIEVANCE PROCEDURE

Each Contractor/Sub-Contractor will ensure that it has in place a formal written grievance procedure, the terms of which shall be consistent with the requirements of NAECI 14. Employees who are concerned about or are unclear about any aspect of their employment on the Project should first discuss the matter with their supervisor who will attempt to resolve the matter. Where, after such discussions, employees remain concerned or unclear about the matter; they are entitled to raise the matter with their shop steward, who will have access to the available means of settling differences. Such means being those set out in NAECI 14.4.

NJC Facilitation can be sought at any point during the procedural route as per 14.11 of NAECI.

14 PROCEDURE IN THE EVENT OF THE DEATH OF A CURRENT SITE EMPLOYEE

- 14.1 The parties to this SPA recognize that the death of a site employee is distressing and even more so when the death results from a fatal accident. Nonetheless all in-scope employees will be required to comply with the procedure set out in NAECI 12. Compliance with aforementioned reference will attract payment of Welplan benefits (see NJC Guidance Note (12)01).

Should a work colleague die on site, the distress which this causes to the workforce will be recognised, nonetheless employees are required to adhere to the procedures of NAECI 12 and Appendix A.7.

Particular attention is drawn to Appendix A.7 (a)3 where an additional £35,000 has been made available bringing the total death benefit by any cause to £70,000. This additional payment is conditional on there being no sympathy stoppages on any NAECI site. In the event that a death is the result of a fatal accident on site or travelling to and from the site there is an additional £40,000 payable. Dependents would in this event receive £110,000.

15 SITE SECURITY

- 15.1 Site security staff are authorised to:

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

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

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

- 15.4 Following the completion of the site induction process each employee shall be issued an individual site ID card. The card provides access to the site for that respective employee only.

- 15.5 This card is to be used by the individual only.

- 15.6 The use of the ID card for any other reason (to provide access to the site for another employee or visitor/ the use of your card by any other person/ etc.) is viewed as gross misconduct and shall be dealt with according to section 12 of this SPA.

- 15.7 Employees refusing to cooperate with the legitimate process, as highlighted in 15.1, will be denied access to the site and have their access card withdrawn. Further disciplinary action may follow.

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

16.1 Holidays

The entitlement to and arrangements for taking holidays on the Project shall be in accordance with NAECI 10 and NJC Guidance Note (18)01 re Euroleave calculation. The public holidays for the Project will be confirmed in advance communicated via the PJC.

16.2 Sickness, Accident and Life Insurance Scheme

- 16.2.1 All Contractors/Sub-Contractors shall provide sickness, accident and life insurance for their in-scope employees in accordance with the provisions of NAECI 11.3 & A7 (b). The scheme offered by Welplan Ltd or an auditor approved equivalent is considered acceptable to the PJC.

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

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

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

16.3 RADIUS ALLOWANCE

- 16.3.1 Radius Allowance will be paid in accordance with NAECI 9.1.

- 16.3.2 Special Travel Arrangements within the M25 will be paid in accordance with NAECI 9.3.
Procedure Clarification – Operatives will confirm upon agreement of accommodation allowance the London Travel Zone they are residing within. Employers will refund weekly oyster travel cards upon RECEIPT a week in arrears.

There is a recognition that weekly travel receipt is administratively onerous for all parties so use of a Weekly/ Monthly London Travel Card is preferable to ensure system is managed correctly, use of the Oyster App is also encouraged.

Should an employee be deemed to abuse this system the NAECI disciplinary rules will apply.
Note: Provision of Travel Cards is a taxable benefit, taxation rules will apply, and companies will be required to submit P11D forms to the revenue etc. Hence receipt of this benefit is critical.

16.4 Accommodation Allowance

If an employee is eligible to receive an accommodation allowance in accordance with NAECI 9.2 the employee will notify his employer of his permanent home address, complete an application form for accommodation allowance can be found on the NJC website

(www.njceci.org.uk) and return the form to their employer and subsequently keep his/her employer informed of any changes in their circumstances. The accommodation allowance will not be received if the form has not been completed.

16.4.1 London Supplement will be paid as per NAECI 9.3.

Note: The London Supplement payment is a taxable allowance.

16.5 Periodic Leave

Periodic leave shall be granted in accordance with the provisions of NAECI 9.4.

16.6 Transfer of Labour

No employee can be transferred from one contractor to another without the knowledge and prior approval of both contractor and Acciona IR Manager.

17 AUDITING

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

The full list of duties and role of the auditor is described in Appendix 5. The Audit Reports will be prepared and issued monthly and presented at the monthly PJC meetings.

18 REDUNDANCY

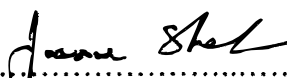
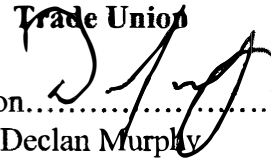


Redundancies will be in accordance with all of the clauses within NAECI 16 (Transfer and Termination of Employment). With reference to NAECI 16.4, should it be necessary to terminate employees on the grounds of redundancy, the first consideration will be the need to maintain a balanced and productive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

- Attendance record
- Timekeeping
- Disciplinary record


In the event of employees having equal scoring ~ length of service will be used as a 'Tie-breaker'.

APPENDIX 1

**NORTH LONDON HEAT & POWER PROJECT EDMONTON
SIGNATORIES TO THE
SUPPLEMENTARY PROJECT AGREEMENT (SPA)
SIGNED ON BEHALF OF THE PARTIES**

| Employers | | Trade Union | |
|------------------|--|--------------------|--|
| Acciona |  Joanne Sheehan | Unite the Union |  Declan Murphy |
| ECIA |  Mike Hughes | GMB |  John Colquhoun |

Approved by the NJC
Mark Watt

Signed. 
.....

Date. 27/6/24
.....

APPENDIX 2

NORTH LONDON HEAT AND POWER PROJECT – EDMONTON
ACCEPTANCE OF THE
SUPPLEMENTARY PROJECT AGREEMENT (SPA)

I

(Full name in capitals)

Employed by:

.....

(Employer's name in capitals)

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

Signed

Date

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

(Page perforated along the left-hand side edge)

APPENDIX 3 - IBA Arrangements

INCENTIVE BONUS ARRANGEMENTS

The Incentive Bonus Arrangement set out below is being introduced in compliance with NAECI 19.3 for the period 2024 - 2025. The Arrangement will comprise of three (3) elements in total with earning values as follows (all earning values are for the skilled Grades 4, 5 & 6 – Grade 3 and below will be pro-rata):

Performance Based Earning Criterion

- i. A value of £0.79 per worked hour for achieving an attendance/timekeeping record of 100% for the audit period being calculated (no record of unauthorised absence or being late at the start of the designated working day and no unauthorised early finishes inclusive of overtime on the designated working day).
- ii. A value of £0.79 per worked hour for full compliance with the EHS rules as set out in Clause 9 of this SPA (no record of non-compliance for the audit period in question).
- iii. A value of £0.79 per worked hour for full compliance with the most efficient use of working hours as outlined in NAECI 3.1.

Forfeiture Criterion

Individual Criteria

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

Timekeeping/Attendance

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

- i. The employee taking unauthorised absence including uncertified sickness.
- ii. The employee leaving his / her employment before termination by the employer without fulfilling their agreed notice period.

Compliance with EHS Rules

Should an employee be reported for non-compliance, the individual will forfeit Element 2 of the Performance Based Criterion, **£0.79** for the audit period in question and will be subject to the disciplinary procedure being invoked.

Productivity

- a. An employee, arriving for work late (including overtime hours), taking unauthorised absence or leaving early (including overtime hours) without prior agreement from their employer, will result in Element 1 of the Performance Base Criterion, **£0.79** per worked hour being deducted for that day. Should an employee have a repeat occurrence in the same week the loss of this element will be for the whole of that week. Should an employee be subject to this clause then clause (b.i) below will not apply for that day.
- b. It is a requirement of the new Incentive Bonus Arrangements that there is an improvement in the agreed productivity/progress factors. To this end Element 3 of the Performance Based

Criterion, **£0.79** will be strictly monitored and forfeited for the audit period should an employee be reported to having not complied with NAECI 3.1 by **not**:

- i. Ensuring they are present at the workface, changed and ready to begin productive work by the designated start time, and remain at the workface until the designated finish time.
- ii. Restricting authorised breaks to the stipulated periods.
- iii. Observing any other special requirements for the project or contract in question.

Collective Criteria (applicable on an individual company basis)

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

Unprocedural action (automatic forfeiture)

- a. In the event of any instance of un-procedural action or any other stoppage of work including any action related to ‘sympathy’ stoppages, ‘cabining up’, overtime bans or any other forms of disruption performance bonus will be automatically forfeited for all in-scope employees of the contractor’s workforce on the project who take part in such action. Employees’ are reminded that failure to follow the grievance procedures of the NAECI 14 and in particular NAECI 14.2, then the collective criteria performance-based element of **£2.37** (attendance, timekeeping, compliance with EHS rules and compliance with efficient use of working hours) will be deducted in line with NAECI 19.3(e) and is detailed below:
 - i. Where there is an incident of unprocedural action or unauthorised stoppage in the first half of the pre-determined period, the bonus for the *first half* of that period will be forfeited. Providing there is a return to normal productive working, bonus may be earned and paid, subject to the agreed criteria in the IBA, for the second half of the period.
 - ii. Where there is an incident of unprocedural action or unauthorised stoppage in the second half of the pre-determined period, the bonus for *that period* will be forfeited. Providing there is a return to normal productive working for the remainder of the period, bonus for the first half of the period may be earned and paid, subject to the agreed criteria in the IBA.
 - iii. Where there is more than one incident of unprocedural action or more than one unauthorised stoppage of work in the pre-determined period, then the whole of the variable bonus for the entire determined period will be forfeited.
 - iv. Where unprocedural action or unauthorised stoppages occur over two separate but adjacent pre-determined periods, then these will be treated as separate incidents and the payments for each period would be subject to the conditions above.

APPENDIX 4

CLIENT



EPC CONTRACTOR



PROJECT

ERF CONSTRUCTION WORKS FOR THE NORTH LONDON HEAT & POWER PROJECT

ORIGINATOR



DOCUMENT TITLE

DRUG & ALCOHOL TESTING PROCEDURE

| | | | | | | |
|--|----------------------|----------------------------|--------------------------|---------------------------|------------------------------|----------------------------|
| NLWA Code | | | | | | [QR] |
| <small>Project – Originator – Zone – Level – Document Type – Role – Work Type and Number</small> | | | | | | |
| NPE7-ACC-41XX-XXX-PC-WA-000014 | | | | | | |
| Contractor Code | | | | | | |
| <small>Project</small> | <small>Group</small> | <small>Discipline</small> | <small>Doc. Type</small> | <small>Originator</small> | <small>Serial Number</small> | |
| NLHP | 41XX | HS | PR | ACC | 0001 | |
| <small>Internal Code (if applicable)</small> | | | <small>N/A</small> | | | |
| <small>Rev.</small> | <small>Date</small> | <small>Description</small> | | <small>Drafted by</small> | <small>Reviewed by</small> | <small>Approved by</small> |
| P02 | 15/11/2023 | Information | | PB | xxx | XXX |

| Revision | Remarks | Paragraph |
|----------|--|--------------------------|
| 00 | First Issue | |
| P01 | Testing women | 8. procedure for testing |
| P02 | Clarification of project areas | |
| P03 | Update of refusal to send to lab. Updated testing company | Sec 9, 12 |
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1 PURPOSE

This document outlines the procedures to be taken if a person is undertaking a drug and/or alcohol test on the ACCIONA North London heat and power project (NLHPP). All persons on the project are expected to be aware of the drug and alcohol policy, having been outlined in the site induction and available for reading at any time upon request. Furthermore, all persons shall be reminded on a regular basis of this policy via re-induction, toolbox talks, and committee meetings held at NLHPP.

The onboarding process makes clear to individuals that they are subject to testing and that this procedure is available for any person to view.

2 SCOPE

Misuse of drugs is illegal and ACCIONA stands firm that those persons who deliberately take substances which are banned and can potentially have effects that could contribute to an accident have no place at NLHPP. ACCIONA expects persons to arrive fit for work and be able to perform duties safely and without the effects of illegal substances. Failure or refusal of a drug or alcohol test will result in removal from the NLHPP.

3 REFERENCES AND DEFINITIONS

| | |
|------------|---|
| D&A | Drug and Alcohol |
| NLHPP | North London Heat and Power Project NLHPP areas include site offices, car parks, laydown areas (incl. Codham Hall) and welfare areas |
| PC | Principal Contractor (Acciona Industrial) |
| CPP | Construction Phase Plan |
| Contractor | All companies working on the Project excl. Acciona. This includes all sub-contractors regardless of tier |
| Persons | A person who carries out a role that relies on the person's ability to prevent danger to themselves and others by being fully functional. |
| Employer | Reference to employer in this document refers to the company that is employing the person on this project. The 'donor' may be via agency or self ltd company and as such the employer is the entity that is present on site |

4 PROJECT POLICY

Drug and / or alcohol abuse or misuse is commonplace in society, however in any workplace, the effect of the drug and / or alcohol can significantly impair a person's ability to function in a normal manner. Symptoms of impairment may vary and affect different people in different ways. The effects may be immediate or delayed in onset and are dependent on the amount of substance used, or frequency of use.

ACCIONA's Rule for the project is to be 'fit for work' and as such all persons who attend this project subscribe to the rule which requires persons to be free from the effects of drugs or alcohol at work.

5 TESTING

The following types of testing circumstances are undertaken on site:

5.1 Drug and/or alcohol at Induction

When arriving at NLHPP for the first time all persons shall complete a D&A test. This also includes all office and client staff.

Testing when in the opinion of ACCIONA a test is required. This may be following an incident where in the opinion of the Site HSW Manager or Site Manager that the influence of drugs and / or alcohol may have had a bearing on the incident. Other with cause may be conducted if a person is brought to the attention of ACCIONA of displaying such symptoms that the presence of drugs and /or alcohol in their system must be ruled out.

5.2 Random Testing

Random testing shall take place to deter persons from participating in recreational drugs or from extended nights out where alcohol is not removed from the system in time for work.

6 STANDARDS FOR TESTING

The standard on site for alcohol breath testing is:

- All persons upon arrival to site 35mcg/100ml

7 SELECTION OF RANDOM TESTING

Random tests shall be done via use of the access control system witnessed by ACCIONA management or IR manager or deputy. This system has random selection program and when selected the employer will be asked to send persons within the hour to the site medic for testing. If those selected leave site this will be deemed as a failure

Persons arriving for testing shall be always treated with respect and in confidence. The tester has been trained/instructed in this procedure and the necessary procedures to control samples and chain of custody in the event of disputed failure.

In the event of the donor and the medic being different genders (for example male and female the donor will be required to empty pockets into a store box provided, remove their coat, and hang it up.

The Medic will vacate the room leaving the donor to provide a sample. A chaperone of the same sex shall attend to observe the testing procedure to ensure that dignity is always followed. The chaperone will be appointed by Acciona or the donor's company.

In extenuating circumstances, a swab test may be offered by the medic or requested by the donor. This will only happen if reasonable reasons are offered to exclude a urine sample being taken appropriately.

7.1 Alcohol Testing

Where testing is conducted for alcohol, the individual shall be reminded that failure to provide a sample will result in a test failure being recorded. The test shall be conducted

in private, and the individual asked to pick a disposable tube, and this shall be placed on the calibrated alcohol meter (Certificates will be available for the meter). The individual will blow into the tube until the machine 'clicks' and reads the breath content of alcohol. The printer shall record the result which shall be appended to the individual record. Alcohol test is completed.

7.2 Drug Urine Testing

1. Person shall be greeted on arrival.
2. Tear off new 'Chain of Custody' form.
3. Fill out top section 'Donor Details' – this may be filled out by the individual.
4. ID (photo) must be checked. If no photo ID, individual is referred to employer.
5. 'Reason for test' is completed by the tester.
6. 'Sample Type' is completed by the tester, default is urine POC and alcohol breath test.
7. Individual is asked if taking any 'Recent and Current Medication', prescriptions shall be presented as evidence.
8. Donor is invited to read the 'Donor Information Sheet' (if not already presented on arrival/waiting)
10. Asked to remove loose clothing and empty pockets.
11. Donor signs
12. Donor is invited to select own testing pot, check expiry date and that the package is sealed and has not been tampered with.
13. Donor is direct to the toilet to provide sample.
14. Door is to be left open when providing sample.
15. Tester dons gloves and awaits sample return.
16. Tester then checks temperature, colour and quantity is as required of the urine test.
17. Tester removes sample cover strip and checks results, showing results to Donor.
18. If test is negative (all samples have two indicators present) Tester records result and disposes of sample
19. Donor is provided with pink copy of carbonated sheet 'Chain of Custody' and asked to leave.
20. leave.
21. For failures – see section 8 below.

8 FAILURE OF BREATH TEST

All failures of breath test shall result in the following action being taken.

1. Donor shall be informed of the failed breath test. At this stage no second test is performed
2. A printout shall be obtained for evidence.
3. Donors' employer shall be informed.
4. ACCIONA IR manager / Management team is informed and shall block access to site. typically, by 'blocking' the donor's ID card on the turnstile software system. If the donor is an office worker, they will not be permitted to leave the office.

Donor is dealt with under the following options:

| Result | All workers |
|----------------------------------|--|
| 0 to 35mcg/100ml | Worker shall be stopped from accessing site immediately the following 2nd test will be taken 20mins later. The 2nd test can be witnessed if the donor wishes. The second test must show a reduction in the level of alcohol. The individual will not be allowed to enter site and remain in a controlled place of safety until a reading of 0 is given |
| Repeat test is above 35mcg/100ml | Worker is removed from the NLHPP, must remain 'cabined up' and prevented from leaving site until fit to drive (below legal limit) or taken home by company |
| Above 35mcg/100ml | Worker is removed from the NLHPP for the duration of the project |

9 FAILURE OF DRUG TEST

Failure of the drug test will result in automatic removal from the NLHPP for the duration of the project. There are three circumstances where an individual fails a drug test:

- Refusal to take the drug test – recorded as a failure and results in the removal of the individual from the NLHPP.
- Failure of test due to prescription drugs and
- Failure of test due to illegal substances or misuse of / prescription drugs

Persons who contest the failure of the drug test shall be entitled to receive a laboratory confirmation. ACCIONA treats the laboratory confirmation as absolute, and no further testing will take place at ACCIONA's cost. In the event of a failure on the drug urine test the following actions shall be taken: **Those who do not wish to contest after a failure will be asked to sign saying that they REFUSE to send.**

1. The Donor shall be informed of the failed result.
2. The Donor shall be asked again if there are any prescription medication taken recently.
3. The Donor shall be informed of the category of substance and asked if such substance has been taken recently.
4. If Donor admits taking substance, failure is confirmed and unless expressly confirmed by the Donor – no laboratory sample will be sent for confirmation.
5. If the Donor expressly confirms or contests the failed sample, the Tester shall complete the details on the sample pot, shall open a laboratory sample kit, fill two tubes with sample, place new caps and fill out the tamper proof security seals, placing one on each sample tube.
6. The Tester shall affix a barcode to the 3 sets of paperwork and check all barcode references are correct.
7. The tubes shall be placed into the tamperproof wallet in front of the Donor and sent to the laboratory and the remaining sample either disposed of or provided to the Donor.

Once the drug test is packaged the Donor shall be referred to their employer under the employer's own disciplinary procedure.

1. The table below shows the outcome to be followed if a person fails a site drug test.

2. NOTE: Contractor company will be back charged the cost of testing following a positive drug test analysis

| Result | Non-inducted Person | Inducted Person |
|---|--|---|
| Fail test – admits illegal substance use | Individual is not inducted, not provided with access to NLHPP and referred to Employer | Removed from NLHPP, pass blocked and referred to Employer |
| Fails test – denies illegal substance use, does not declare any medication | Individual is not inducted, not provided with access to NLHPP and referred to Employer | Removed from NLHPP, pass blocked and referred to Employer |
| Fails test – has declared medication that MAY affect result. This must be supported with a medical prescription | Person not inducted until laboratory confirmation is received | Check with Employer regarding declaration of medication. Can continue only with prescription identifying drug and confirmation from medic professional that will not affect ability. |
| Fails test – taking medication that is unlikely to affect result. This must be supported with a medical prescription | Individual is not inducted, not provided with access to NLHPP and referred to Employer | Removed from site, pass blocked and referred to Employer. Await toxicology to confirm that medication may affect result |

ACCIONA expects that where an individual is disputing a failed site test, the individual will be suspended from work on normal pay pending the result. Results from the laboratory take up to 5 working days from receipt at the laboratory. ACCIONA shall restrict the individual’s access rights until the laboratory confirmation is received.

If a negative test is returned from the laboratory, ACCIONA shall contact the employer to re- instate the worker on site without detriment in pay or terms of work. The employer shall not disclose any information that may discriminate against the worker.

For a result that returns positive from the laboratory, ACCIONA shall inform the employer. ACCIONA shall remove all access rights to the NLHPP. ACCIONA shall not engage in further discussion or correspondence on the matter. The employer is expected to treat the positive result as medical in confidence information and shall not disclose the individuals name and details without permission of the individual.

10 REFUSAL OF TEST/NON-ATTENDANCE AT REQUIRED TEST

A refusal of test may be encountered for many reasons, however, will be dealt with in the same manner. Any refusal to test by any person selected either selectively, randomly or with cause shall be deemed as a failure and dealt with according to the table above.

For visitors attending site who may be selected for with cause testing and refuse such a test will be advised that no NLHPP access shall be permitted, and they shall not be permitted to access site in future. The refusal shall be reported to the employer accordingly.

11 ALL PERSONS

Any persons working at the NLHPP and associated office and sites.

12 DRUG AND ALCOHOL LAB

Matrix Diagnostics

Unit 9

Meridian Business park

Flemming Rd, Waltham Abbey

EN9 3BZ

APPENDIX 5

NORTH LONDON HEAT & POWER

PROJECT AUDITING

AUDIT OF PERFORMANCE AND PAY LEVELS

1. Appointment of Auditor

Acciona have appointed Global Project Audit Services Ltd as the Independent Auditor for the North London Heat and Power Project Edmonton (in accordance with NAECI Appendix D, Annex C).

2. Weekly Returns

Contractors shall render a weekly return of pay and performance data as prescribed in the NJC Standard Reporting Procedure for Category 1 Project and in compliance with the auditor's detailed requirements as specified within the Contractors awarded contract. The return shall be submitted to the Auditor by the Tuesday of the week following the week under review. The return shall cover all in scope Contractors, Sub-Contractors and their employees under the jurisdiction of the PJC and this SPA.

3. Auditors Right of Access to Contractor's Payroll

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

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

4. Monthly Audit Reports

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

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

5. Subsequent Action

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

Where there are instances of high volume of payroll errors by an individual contractor the PJC reserves the right to request forensic audits and it is only upon agreement of the PJC that the forensic audits will cease.

The added cost of any forensic audits will be at the responsibility of the contractor in question.

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

6. Accident Reporting

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

APPENDIX 6- Map of Welfare.

