



SUPPLEMENTARY PROJECT AGREEMENT

for

“Saltend Mitsubishi Puma Project”

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1.0 Introduction

Saltend Chemicals Park is a 370-acre site located on the north bank of the Humber Estuary just outside Hull on the A1033 road in Yorkshire, England. It is a prime location situated off the Humber, Britain's busiest port complex. Additionally, the park is within four hours of 75% of UK manufacturing sites and within 24 hours of customers on mainland Europe. The area has two airports nearby and a prosperous ferry terminal.

Saltend Chemicals Park includes chemicals and renewable energy businesses in the UK with operations including wind power, tidal technology, and biomass industries; biofuels production facilities; petrochemicals manufacturing plants; and utilities, including power, water, natural gas, and industrial gas utilities.

Saltend was established by BP in 1914 and owned until March 2018 when PX group acquired the park. PX group is providing a wide range of energy, infrastructure and operations and maintenance services on the site with the intention to develop and expand the park. Leading global companies on site at the park include INEOS, Nippon Gohsei, Vivergo, Air Products, BP, Engie, Triton Power, Yara and PX Ltd.

Mitsubishi Chemicals UK (MCUK) Ltd produces Soarnol™, the trade name for ethylene vinyl alcohol copolymer (EVOH). EVOH is a specialty resin that gives high-barrier, high-transparency and increased shelf-life for food packaging technologies. The resin can also be applied in other industries such as construction, plastic fuel tanks, agricultural and cosmetics. It is the intention of NGUK UK Ltd (NGUK) to construct a second Soarnol™ production line capable of producing 18,000 tonnes annually of EVOH (Ethylene vinyl alcohol copolymer) at their Saltend Chemicals Park, Saltend, Hull, UK. Fluor will provide front-end engineering and design (FEED) services.

The following activities will be performed by third parties involved in the project: -

- Demolition of existing facilities in the allocated area for the new EVOH Plant by third party (PX and NGUK subcontractor).
- OSBL modifications (e.g., utilities) required at the Saltend Chemicals Park, including new MAM tank by third party (PX and NGUK subcontractor).

This new Soarnol Line 2 (SLL2) will be located adjacent to the existing EVOH Manufacturing Line 1 (SLL1). The project includes process units and ISBL utilities distribution. OSBL scope is by others. Line 2 will be designed using identical process technology as the existing Line 1. Improvements from the existing Line 1, as described in the pre-FEED package, will be integrated into the design of the new Line 2. The project is a greenfield project and includes brownfield and revamp scope (piping and electrical tie-ins, equipment, buildings, piping, electrical and instrumentation) in the existing facilities (e.g., new equipment in SLL1 units and buildings, interconnecting pipe racks, OSBL connections).

The terms and conditions of employment which shall apply for all in-scope works are those of the National Agreement for the Engineering Construction Industry (NAECI),

supplemented by the terms of this Supplementary Project Agreement (SPA).

The appointed in-scope Contractors and Sub-contractors will be members of a NAECI signatory Employers Association, which gives access to the NAECI Procedures. The Trade Unions, signatory to the NAECI and this SPA are recognised as the sole Trade Unions having recognition rights under this Agreement. Under the provision of the NAECI all employees of in-scope Contractors and Sub-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 who will be elected from the appointed workforce by the members of the company they work for and represent, and Full Time Trade Union Official and the NAECI Grievance and Disciplinary Procedures. Only members of a signatory trade union can invoke the full disciplinary and grievance procedures which are contained within the NAECI Blue Book.

This SPA has been agreed between representatives of the signatory Trade Unions to the National Agreement for the Engineering Construction Industry (the NAECI) and Mitsubishi Chemicals. The Principal Contractor on behalf of all Contractors and Sub-contractors undertaking works on the PUMA Project.

It is an obligation for all employers carrying out works, deemed to be in scope of the NAECI, to comply with the terms of the NAECI and this SPA in full.

Where the SPA is silent or its contents come under question and require clarifications or are disputed, then the intent and wording of the NAECI, current at the time shall take precedence. Where NAECI section references occur in the text they relate to the 2024-2025 revision, in operation at the time the parties signed this Agreement.

Acceptance of the provisions of the NAECI and this SPA is a condition of employment, together with standard terms and conditions of employment to be issued by each of the in-scope employers to their employees engaged on the Project.

This SPA was signed on 6th February 2024 and is subject to endorsement by the NJC. It is agreed that the Saltend PUMA Project is a Category 1 Project as defined in the NAECI 18.1(a).

A Project Joint Council (PJC) will be established in accordance with the NAECI Appendix D, Annex B and shall meet regularly to discuss the business of the project as defined in the NAECI Appendix D.3 (e), (f), (g), (h), (i), (j), (k), (l), (m), (n) and (o).

An "Independent Auditor" will be contracted to carry out audits in compliance with the NAECI 20.4(a)(v) and NAECI Appendix D, Annex C. All employers will comply and cooperate fully with the auditors' requests. The auditor will require that all certification of membership of relevant employers' association and compliance with the required insurance cover is submitted before mobilisation to site.

Prior to commencing on site, the Contractor and in-scope Sub-contractors shall be in current membership, or have applied for membership, of the appropriate Employer's Association who are signatory to the NAECI and will abide by the rules of the Association and agreement made by this SPA and the PJC. They also have in place the relevant welfare benefits and insurance cover required when working under NAECI.

Any recruitment of non-UK labour will be carried out strictly in accordance with the NAECI Appendix G. Specifically the NAECI Appendix G.3 in its entirety will be maintained. The Independent Auditor is to provide their report prior to the mobilisation of in scope personnel.

2.0 Scope

Principle Contractor shall advise all interested parties within a reasonable time of sub-contractor details when they have been appointed to the project.

2.1 In Scope Works

It is agreed that the works as identified in 2.1 and its subsections carried out by contractors within the defined site boundaries, Appendix 4, shall be carried out in accordance with the NAECI 1.4(a) will be classed as in-scope work. (See also *NJC Guidance Note (14)02*)

2.1.1 The Construction and \installation of:

Mechanical Trades:

- Pipe installation and welding
- Structural Steel erection (excluding buildings within the scope of a civils contractor).
- Plating and welding
- Equipment installation associated with the in-scope mechanical trades
- Pipe insulation associated with the in-scope mechanical trades
- Cranage services in support of Mechanical Trades
- Scaffolding in support of Mechanical Trades

Electrical and Instrumentation Trades:

- Cable pulling
- Glanding and Terminating (excluding specialist termination)
- Cranage services in support of Electrical and Instrumentation Trades
- Scaffolding in support of Electrical and Instrumentation Trades

2.1.2 Commissioning Support

Any in-scope retained labour shall be regarded as in-scope.

2.2 Out of Scope works

It is agreed that the works as identified in 2.2 and its subsections will be regarded as out of scope activities and as such will not subject to the NAECI and this SPA.

2.2.1 The Construction and Installation of:

Civil Trades:

- Civil Engineering works (ground works, piling, foundations etc)
- Buildings including cladding work
- Earthing
- Underground services including underground pipework

- Electrical building services
- HVAC activities
- Painting
- Cranage services in support of Civil Engineering Trades
- Scaffolding in support of Civil Engineering Trades
- Complex specialist cranage
- Asbestos removal

2.2.2 - External Services

All activities associated with the provision of utilities e.g., electricity, gas, telecommunications, water, ITT, janitorial services, on-going maintenance, safety boat operation and catering services.

2.2.3 - Vendors/Equipment Supplies

Work carried out in support of performance guarantees, warranties, service arrangements and rectification of defects.

2.2.4 - Specialist Activities

Including but not limited to final alignment, pre-commissioning and commissioning of rotating plant stress relieving, electrical, instrumentation and software.

2.2.5 - Specialist Site Installation and Assembly Services

Specialist Site Installation and Assembly Services including but not limited to turbine installation, specialist boiler activities such as tubing, refractory etc., fuel handling system, mechanical equipment, installation and installation/commissioning of switchgear/transformers/cabling, pre-commissioning and commissioning.

2.2.6 - NDT

Including but not limited to radiography, ultrasonic testing, etc.

2.2.7 - Security and Maintenance

Including any works associated with the project.

2.2.8 - Installation by Others

Activities within the site boundary not contracted by the principal contractor.

2.2.9 - Client instructed work

Activities within the site boundary not contracted by the principal contractor.

2.2.10 - Temporary Services

Supply of services or works that may be deemed as outside the NAECI agreement.

3.0 Working Hours, Overtime, Shift Working

3.1 Basic Working Time

The basic working week will be 38 hours as per NAECI 7.1.

Start of the shift - employees will clock on at the relevant clocking station.

During the shift - all working time, paid breaks and associated travelling time for the breaks will be the responsibility of and funded by the employer.

End of the shift – employees will clock off at the relevant clocking station.

3.1.1 Core Hours

Times for start and finish may be staggered as the workforce increases to make effective and efficient use of local and site infrastructure and services.

3.1.2 Rest Breaks at Work

Meal breaks and refreshments will be in line with NAECI 7.5.

Working hours and meal breaks may need to be changed or staggered to alleviate any congestion during access/egress to site, welfare facilities or other problems outside of the Project's control e.g., on-going local traffic congestion.

Times will be advised locally to ensure continuity of work pattern and reduce inconvenience to the employees.

3.2 Overtime

It is an obligation of employment under NAECI 7.4 that employees shall work such overtime as is required by the employer to meet the needs of the project. The needs of the PUMA project will require that employees upon recruitment will commit this particular section of NAECI.

However, overtime working cannot be guaranteed and will be monitored and reviewed at the PJC meeting.

3.3 Shift Work

It is not the intention of the employer to implement shift work as the schedule has been developed on industry standard productivity norms; however, if the overtime periods as identified in 3.2 are insufficient to maintain the contractual completion date the employer reserves the right to introduce shift working in accordance with NAECI rules.

Other shift options as defined in NAECI may be considered.

3.4 Critical Path Activities

May be carried out by a dedicated crew providing 24-hour coverage by working day/night shifts of 12-hour duration. Each shift will have one 30-minute unpaid meal break, and two paid 10-minute paid tea breaks.

3.5 Absence from Construction Site

Employees must “clock out” whenever they leave the work site, and “clock in” whenever they return; this is to ensure that an accurate site head count is always available to the HSSE site team in the event of an incident.

3.6 Supervision of Time Keeping

Contractors will be responsible for ensuring that the clocking arrangements are properly supervised to ensure that correct procedures are always maintained.

3.7 Non-Attendance

Employees unable to attend work for any reason should inform their employer within one hour of their normal start time on their first day of absence and then in line with company sickness and absence procedures. (This does not apply to pre-arrange absences which have already been advised to their respective employers.)

Primary and secondary contact person including contact details are to be provided by the employer to their employees at their induction.

4.0 Memberships

4.1 Contractors' Responsibility

All contractors, sub-contractors, and sub- sub-contractors who are contracted to carry out NAECI in scope activities shall be in current membership of one of the employers' associations, signatory to the NAECI, i.e., Engineering Construction Industry Association (ECIA), Thermal Insulation Contractors' Association (TICA) and the Electrical Contractors' Association, Scotland (SELECT). Contractors and sub- contractors etc. as above shall abide with the rules of their Association, the NAECI and this SPA.

All in scope Labour shall be directly employed in accordance with NAECI 4.

4.2 Trade Union Responsibility

Unite and GMB are the sole trade union signatories to the NAECI and are therefore the only parties able to negotiate on behalf of the employees. Shop Stewards and Safety Representatives elected from the project employees will be accredited by the relevant trade union and will carry-out their official duties in accordance with the NAECI, this SPA, decisions by the PJC and current legislation. Employers will provide facilities in accordance with the NAECI. Shop Stewards when elected will represent the workers and constituencies that relate to their trade background.

4.2.1 Senior Stewards – NAECI C.2

NECC accredited Senior Stewards will be utilised on the project as per NAECI C.2. Reasonable time and access to facilities will allowed to carry out Senior Steward duties. Recruitment of the tradespersons will take place as early as practicable depending upon the schedule of the specific trade.

4.3 Site Safety Representatives

Safety of the site employees is paramount; Employer's support and encourage the election and accreditation of trade union Safety Representatives, however, if Safety Representatives accredited by the relevant trade union are not forthcoming, the project may seek Safety Representation from the remaining employees following discussion at the PJC.

5.0 Project Joint Council

To promote high standards of productivity and proper management of employment relations, a Project Joint Council (PJC) will be established in accordance with NAECI Appendix D, Annexes B and C.

5.1 PJC Meeting Intervals

The local parties to the SPA will agree the commencement of the initial PJC meeting. Subsequent PJC meetings will initially be held at a minimum of bi-monthly intervals. As the project moves into different phases of construction the meetings will be held more frequently as agreed by the PJC. Report back meetings and durations will be agreed by the PJC.

5.2 PJC Attendees

The PJC committee will comprise of Fluor, Engineering Construction Industry Association (ECIA), National Joint Council for the Engineering Construction Industry (NJC) and Engineering Construction Industry Training Board (ECITB), representation from each of the major in-scope contractors on site at that time up to a maximum of five companies. Trade union representation shall be one Unite full time officer and one GMB full time officer and up to five elected shop stewards at any one time as per Appendix D, Annex B.4(ii). The appointed Independent Auditor will also attend to present the latest Audit Report. Other parties may be invited by mutual agreement.

5.3 PJC function and duty

The full functions and duties of the PJC are to contain within the NAECI provisions within Appendix D Annex B. The key principals and objectives of the PUMA Project PJC shall be to:

- Develop and maintain good standards of health, safety and welfare,
- Develop and maintain good standard of employment relations and productivity,
- Support the principals of NAECI and this SPA,
- Ensure uniform application of the NAECI and the terms of this SPA for all in-scope Contractors and Sub-contractors,
- Review, investigate and promote the resolution of any disputes or potential disputes that might occur.
- Deliver best practices as defined in NAECI 3.0 in its entirety.

An NJC Regional Operations Manager (ROM) shall be appointed to represent the joint interests of the signatory parties of the Project. By way of a report the NJC ROM will provide the PJC with up-to-date information relevant to the Project and will provide advice about the interpretations 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.

Pre meetings for the Contractors and the Trade Unions will take place before each PJC and an Agenda will be drafted for each meeting. Outcomes and Actions of the meeting will be distributed and an agreed report back process for stewards to communicate with members.

6.0 Utilisation of Working Hours

Productivity and manning levels have been developed against acknowledged industry norms, ensuring that the budget and schedule to completion are both robust and achievable.

It is a commitment of the signatories to this agreement that the establishment and monitoring of productivity is implemented thereby developing and maintaining the fullest utilisation of working hours in all in scope activities and in line with NAECI 3.1.

(See also NJC Guidance Note (20)01)

6.1 Employers Responsibility

6.1.1 Materials Tools and Equipment

Employers will ensure that all materials, tools and equipment where practical are conveniently and closely sited to the work faces and that such arrangements do not interfere with the access and egress of others. The use of lockable site toolboxes is encouraged.

6.1.2 Site Logistics

Employers will maintain an overview of any issues that might lead to congestion in any area and report incidents to the main contractor who will discuss with a view to rectify such problems.

6.1.3 Clocking Points

Employer will ensure that clocking facilities will be sited in close proximity as far as is practical, to the construction site access/egress point(s).

6.1.4 Car Parking

A secure car park will be made available to all employees.

6.2 Employees Responsibility

6.2.1 Preparation for Work

Employees will arrive at their designated welfare facilities in good time to change and prepare for work.

6.2.2 Clocking In/Out

Employees will be required to "clock in" at the designated access/egress point at the Temporary Village onto the main

construction site area. Any employees leaving the main construction site must ensure that they have “clocked out” at the designated access/egress point so that in the event of an emergency personnel can be always accounted for.

6.2.3 Rules for Vacating Site

Employees leaving their place of work for any reasons should firstly notify their supervisor. Anyone wishing to leave site during working hours must clock out and have permission of his or her supervisor.

6.3 Employer and Employee Responsibility

6.3.1 Break Times

Both employer and employee will ensure that all break times are restricted to the defined times.

6.3.2 Inclement Weather

This project will apply NAECI 8.3 regarding Inclement Weather guidance.

7.0 Health, Safety and Environment

7.1 Statement of Intent

All signatories of this SPA are committed to achieving industry leading levels of health and safety performance and will not tolerate the abuse, in any form, of the Construction Phase Plan (Appendix 3). Any persons identified carrying out any abuse of Health, Safety, Security and Environmental Execution Plan After a full and transparent investigation may be dealt with under disciplinary procedures that may result in immediate exclusion from site, dismissal, or both.

7.2 Site Safety Committee

Accredited safety representatives and employers will be expected to form a Site Safety Committee at the earliest opportunity under the leadership of the Project Health and Safety Manager. Terms of Reference will be established which shall include a written report for submission to the PJC for its review.

7.3 Site Rules

Mobile phones, cameras and ignition sources such as lighters are not permitted within the designated project site boundary. The use of personal electronic devices used for communication or entertainment which includes e-cigarettes is also not permitted within the designated project site boundary and shall be left in the lockers provided in the off-site welfare facilities.

Specifically authorised personnel can use mobile phones within the construction site boundary; this authorisation shall be denoted by a decal on the safety helmet.

7.4 Radios

Two-way radios, supplied by the employer as part of the Project requirements, may be used within the construction areas. Generally, these will be issued to supervision, safety and security personnel.

7.5 Welfare Facilities

Welfare facilities will be provided, to cater for breaks and lunch periods. All employers will ensure that this is managed by designated personnel so that there is no adverse impact on the break periods.

All other welfare facilities are provided by the Project; canteen, change facilities and washing areas will be cleaned periodically during the day by the employers. Lockers will be provided to enable employees to store overalls and personal items.

7.6 On Site Emergency Support

An emergency response plan will be provided by the Principal Contractor, in addition to on-site first aid facility, which will be appropriately staffed.

7.7 Project Smoking policy

No smoking is allowed within the construction site boundary; this restriction also applies to e-cigarettes, vapour cigarettes or similar devices. A designated smoking area will be established within the welfare area and smoking will be restricted to this area at designated break times. Smoking in any other area is strictly prohibited and may result in disciplinary action.

A designated e-cigarette, vapour cigarettes or similar area will be established within the welfare area and use of these devices will be restricted to this area at designated break times. Use of these devices in any other area is strictly prohibited and may result in disciplinary action.

7.8 Incident Reporting

All contractors and sub-contractors are responsible for the reporting, investigating and monitoring of accidents or injuries and must comply with the requirements of the HSE. In addition, contractors and sub-contractors must report all accidents and injuries to the Project HSE Team at the earliest opportunity so that the incident can be fully investigated. In this

way actions can be put in place to prevent repeat incidents. All sub-contractors to comply to the Principal Contractors Construction Phase Plan.

8.0 Washing and Toilet Facilities

Common user washing, showering, drying, clean / dirty lockers, toilet, drinking water and smoking facilities are provided.

9.0 Working at Height

9.1 Safety Harness

All employees working at height and when on incomplete scaffolding, structural platforms or working from MEWPS etc. shall be always issued with approved appropriate double lanyard safety harnesses by their employer and 100% tie-off.

9.2 Harness Training

All employees required to use such harnesses will be provided with training to the appropriate standard

9.3 Life Saving Rules

All employees shall adhere to the following Life Saving Rules, also known as “Life Critical” rules, and must consider supplementary permits where necessary. Life Critical represents the operations that present the greatest risk of a fatality or serious injury.

The Life Critical operations include:

- Working at Height (including working on roofs, and grating, floor plate, or guardrail removal, ladders, and scaffolds)
- Motor Vehicle Operations
- Heavy Motorised Mobile Equipment (including aerial lifts and elevating work platforms)
- Material Handling (including loading/unloading material and powered industrial trucks)
- Confined Space Entry
- Cranes & Rigging
- Trenching & Excavations
- Electrical Work
- Hazardous Energy Control & Line Breaking
- Hot Work

10.0 Personal Protective Equipment (PPE)

10.1 Employers' Responsibility

All employers will ensure that the appropriate PPE is identified, issued, correctly used,

maintained and replaced as necessary. The employer will also ensure that where necessary appropriate training is provided in the use of specific PPE. It is incumbent on the employer to ensure that, in all cases, assessments have been carried out to enable the selection of suitable and appropriate PPE, recognising that the Project is in an exposed position and subject to prevailing weather.

10.2 Project PPE requirements

The minimum requirement of PPE whilst in the construction area(s) is:

- Overalls (long sleeve)
- Safety boots
- High visibility vest or jacket (hi viz to be yellow or green except for banksmen who will wear orange)
- Light eye protection
- Safety helmet (see 10.3)
- Safety gloves
- Hearing protection (where required)
- Other items of PPE will be defined by the activity and risk assessment.

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

All employees shall co-operate by wearing, correctly using and caring for PPE issued for their use. Any employee abusing, misusing or defacing PPE in their possession may be subject to disciplinary action.

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

10.3 Safety Helmet

For site safety and easy recognition of site personnel disciplines the following colour coding of helmets will be applied: -

- White Management and HSE Representatives
- Blue Visitors
- Yellow General Labour
- Red Fire Warden
- Black Supervisors
- Orange Banksmen

All safety helmets shall be badged with the employer and employee's name, induction sticker and other necessary skills stickers, e.g. First Aid. All helmets are issued with chin straps, it is the employee's responsibility to utilise them when and where appropriate. Graffiti on helmets is not permitted and may render employees liable for disciplinary action.

10.4 Prescription Safety Eye Protection

Where an employee is reliant on prescription lenses, the employer shall ensure that standard single lens or standard varifocal lens is made available to the employee. An employer nominated third party will provide prescription lenses to the frames selected by the employer.. This issue should be after four weeks satisfactory employment. The employee will attend the eye examination in his/her own time. Over-glasses will be provided and worn until such time as prescription lens LEP is available. Any such provision will be paid for by the employer.

11.0 Drugs and Alcohol

The project requires the performance and behaviour of its employees, contractors, sub-contractors and visitors on its premises to be unimpaired by alcohol and/or drugs. It is a condition of employment or visitor that no member of the Project workforce or visitors reports to work or site whilst impaired by non-prescription drugs and/or alcohol.

The Project Drugs and Alcohol Policy (Appendix 1) which provides the detail of parameters / limits for all workers subject to testing. The policy applies equally to all workers on site including management, and everyone working on site is bound by it.

Drugs and alcohol testing may take place: -

- Randomly
- With due cause
- At the site induction
- For an Incident / accident

Drugs and Alcohol statistics and summaries shall be reported to the PJC, but an individual's data shall not be disclosed.

The Project, the Client and all Contractors and Sub-contractors shall have a zero tolerance towards drugs and alcohol.

12.0 Project HSE Induction

All new employees will undergo Project induction training prior to gaining access to the construction site. The induction will provide as a minimum an overview of the project and its objectives, site safety rules and regulations, medical welfare and security arrangements.

On successful completion of an induction an employee will be asked to sign an acknowledgement that the induction has been provided and acceptance of the site rules, up on signing these will be retained by the employer as a matter of record.

Employers will be responsible for further induction topics such as company procedures for absence from work, holiday entitlement, injury and life insurance, rates of pay, company Grievance and Disciplinary procedure, pensions etc.

Appointed contractors and their sub-contractors are required to give five (5) working days' notice of the arrival of new employees on site and provide all details / documentation as required.

A period will be allowed at the end of each induction for Unite and GMB Accredited Shop Stewards to address the employees. If Accredited Shop Stewards are unavailable, they shall nominate a Senior Shop Steward to deputise.

13.0 Training

The project requires that all trade grades, support grades and supervision of in scope employees must be in possession of a recognised and approved Safety Passport.

All employees are required to present a valid Safety Passport / Certificate at Induction, if it is not presented at the time of the induction Site Security will not grant access to the site or the Project.

13.1 ECITB

Following commencement of the project the ECITB may be invited to meet with Fluor and selected employers to discuss the availability of training funding and support.

13.2 Assurance Competence in Engineering (ACE)

The employers and employees will establish the processes laid down in the NAECI 5.4.5(a), (b) and (c) relating to the Assured Competence in Engineering (ACE) training. All costs involved in following the prescribed process will be the employer's responsibility.

14.0 Grievance and Discipline Procedures

Employment legislation requires employers to have written procedures with which to address Grievances and Disciplinary issues.

Each appointed Contractor and Sub- contractors will ensure that it has in place a formal written Grievance and Disciplinary procedure that are consistent with the requirements of NAECI 14 and 15 as well as Appendix E and Appendix F.

14.1 Stage 3s and NJC Facilitation

Should an issue pursued through procedure fail to be resolved at either the domestic stage or a site meeting (Stage 2) and in the view of the challenges in forming a quorate panel to hear a Stage 3, the project is agreed that stage 3 of the procedure will not be used. As such, any further progression of failure to agree at Stage 3 will directly lead to Stage 4 of the procedure. In all instances the NJC Regional Operations Manager must be notified of any Stage 2 meeting.

At any point of the procedural route the parties may consider using NJC facilitation services, with a view to resolution before progressing to the next stage of procedure.

14.2 Breach of Site Rules

Grievances and Disciplinary matters are primarily a matter for the employee and employer to manage. However, there must be a consistency of standards on disciplinary matters arising on the project site. For clarity certain breaches of site discipline will lead to immediate exclusion from site and may result in disciplinary action being taken by the employer. Examples of such breaches are:

- Smoking except in designated shelters at pre-described times
- Breaches of the working at height rules
- Ignoring the Permit to Work system
- Unauthorised use of mobile phones
- Leaving site without permission
- Interfering with any safety system
- Failure of a Drugs and Alcohol Test
- Failure to wear prescribed PPE
- Circumnavigation of site security
- Wilful damage
- Use of mobile phones, cameras or any other potential source of ignition
- Inappropriate behaviour which could endanger safety or bring the project, employer or workforce in to disrepute.

15.0 Rates of Pay and Allowances

All rates of pay and allowances for Category 1 can be found in the NAECI Appendix A.

16.0 Incentive Bonus arrangements (IBA)

A project scheme for all in scope labour has been agreed and will operate in accordance with the NAECI 19.2, NAECI 19.3 and the NAECI Appendix A.8(c)(iv). A payment of £2.37 per hour is the potential earnings maximum in this Category.

All contractors, sub-contractors and sub-sub-contractors, who will operate under the NAECI, will participate in the Incentive Bonus Arrangements and shall comply with the principles of the NAECI above.

16.1 Incentive Payments

Key Productivity Indicators (KPI) will be valued as follows but at no time will the combined value exceed £2.37 per hour.

Payments shall be made monthly in arrears.

Payments/Deductions will be made based on the individuals' performance, the performance of the contractor group and the performance of the Project workforce.

- £0.60 (sixty pence) per hour worked will be paid to individual employees who have not registered any unauthorised absence, including uncertified sickness and have

completed all hours that the individual has committed to working. (*Unauthorised absence includes leaving site without permission, failing to call in and inform their employer of absence and uncertified sickness*)

- £0.60 (sixty pence) per hour worked will be paid to individual employees who have complied with the Project HSE requirements; a penalty system for registration of individual employee infringements of site HSE rules will be established.
- £0.37 (thirty-seven pence) per hour worked providing that housekeeping has been maintained at an acceptable level and that no abuse of the provided welfare facilities has occurred. This will be monitored by the Project HSE team together with the accredited Safety representatives and reported monthly. If abuse of the facilities is identified and if, following a full investigation by the employers and trade unions, personnel are identified as the cause then the deduction of the relevant portion of the IBA will be made against the workforce responsible.
- £0.80 (eighty pence) per hour worked providing there has been no unreasonable refusal to work overtime or shift work requested by the employer, individual exceptions to be considered.

16.2 Collective Automatic Forfeiture

There will be a deduction of £2.37 for all employees of contractors who are taking part if there is any unauthorised or unlawful stoppage of work, this will include "sympathy stoppage". Such forfeiture will be as defined in the NAECI 19.3(e). i.e.

Automatic forfeiture following Unprocedural action.

The parties encourage the workforce to minimise unprocedural action by channelling concerns into the appropriate forums for resolution - the NJC Procedure.

Incentive bonus arrangement payments will be automatically forfeited on a by contractor/by site basis in the event of unprocedural action or any other unauthorised stoppage of work.

- (i) Where there is an incident of unprocedural action or unauthorised stoppage in the first half of the monthly audit period, the payment for the first half of that monthly audit period will be forfeited. Where there is a return to normal productive working, the payment may be earned and paid, subject to the agreed criteria in the IBA, for the second half of the audit period.
- (ii) Where there is an incident of unprocedural action or unauthorised stoppage of work in the second half of the monthly audit period, the payment for that half of the audit period will be forfeited. Provided there is a return to normal productive work for the remainder of the audit period, the payment for the first half of the audit period may be earned, subject to the 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 monthly audit period, then the whole of the payment for the whole of the audit period will be forfeited.
- (iv) Where unprocedural action or unauthorised stoppages occur over two separate monthly audit periods, then these would be treated as separate incidents and the payments for each monthly audit period would be subject to the conditions above.

17.0 Recruitment

17.1 Recruitment Criteria

When recruiting or when deploying existing employees, the employer will select the most suitable, qualified and experienced individuals for the work activities required.

17.2 UK Labour

The importance of the Project to the local communities is recognised by the Project, therefore wherever possible due regard is given by the appointed contractors and sub-contractors to the recruitment of local labour who are suitably qualified and with relevant Engineering Construction Industry experience. Local labour will be defined as those who are not in receipt of accommodation allowance.

17.3 Fixed Term Contracts

The use of fixed term contracts will be in Line with NJC Guidance Note (17)01, ensuring no less favourable 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.

18.0 Site Security

18.1 Compliance

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

- At any time, on request by a member of the site security staff to show the contents or permit a check to be made of the locker allocated to them or the contents of any package, suitcase, bag or similar being carried during access/egress of individuals, vehicles or whilst being carried on the construction site or in the welfare areas.
- Permit security checks to be made in respect of any employee or vehicles both entering and leaving site.
- All employees are issued with a site security pass card, which must be always carried whilst they are on site and produced for inspection when requested.
- All cards are to be returned to the employer upon leaving the Project or on issue of a new card.
- Any employee wilfully misusing their identity card or failing to present it on demand to an authorised person may be liable for disciplinary action.
- Site security staff will refuse access to any individual without an appropriate pass, without notification of expected arrival or any other unauthorised person(s).

Site security staff will refuse access to any individual(s) who is or appears to be impaired by alcohol and/or drugs

18.2 Site Access Refusal

If access is refused to any individual for any reason Site security staff will contact the IR Manager, HSES Manager or delegate, who will conduct an interview with the employee to determine the next course of action

18.3 Site Access/ Egress

All employees will use a badging system to enter and leave the construction site.

18.4 CCTV

CCTV will be operational throughout the project timeline. All data collected via this media will be subject to the provisions of the Data Protection Act 1998.

19.0 Redundancies

All redundancies will conform to the current Employment Legislation and to NAECI 16. Each Contractor should have in place a Redundancy Policy that is in line with NAECI 16. This policy will include a matrix to be used in any scoring process that reflects objective criteria.

All redundancy payments shall be made in accordance with NAECI including the obligation for bank holiday payments in accordance with NAECI 10.11.1(b). Appointed sub-contractors will share their proposed redundancy criteria matrix with the Trade Union Officers at the earliest convenient date following mobilisation.

19.1 Selection

Selection will focus on the necessary skills and suitability required to complete the works. "Last In First Out" will only apply as a tie breaker for selection all things being equal.

19.2 Payments

Statutory redundancy payments and Contractual Severance payments will be as defined by the current Employment Legislation and the NAECI 16.5.

19.3 Entitlements

Other entitlements such as travel time and expenses and in lieu holiday payments will be as the NAECI 16.6.

20.0 Death Benefits

The parties to this SPA understand that the death of a site employee and colleague can be distressing and even more so when the death is a result of a fatal accident. Nonetheless employees are required to adhere with the procedures of the NAECI 12 and Appendix A.7.

20.1 Payments

Particular attention is drawn to NAECI appendix A.7(a) (Welplan) where an additional £35,000 has been made available bringing the total death benefit by any cause to £70,000 pounds. This additional payment is conditional on there being no sympathy stoppages on any NAECI site. If a death is the result of a fatal accident on site a further £40,000 would be payable. Dependents would in this event receive £110,000.

21.0 Holidays

The entitlement to and arrangements for taking holidays on the Project shall be in accordance with NAECI 10. Official Bank holidays will be observed as the contractual paid public holidays. Employees should consider that they will need to save 5 annual holidays to cover the Christmas period.

22.0 Inclement Weather

The project will adhere to the content of NAECI 8.3.

MITSUBISHI CHEMICAL UK LTD

Project Puma

Substance Abuse Prevention Plan

386AS17062-001

This document has been developed by FLUOR for the
Mitsubishi Chemical UK Ltd Puma Project

Please destroy any previous issues

Rev.	Date	Revision Description	Made	Checked	Approved
1	03-Mar-2023	Issue for Construction	M. Cummings <small>cum29115</small>	V. Sammartano <small>vsm29539</small>	J. Vlek <small>vle58939</small>

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1.0 INTRODUCTION

It is the intention of Mitsubishi Chemical UK Ltd (MC UK) to construct a second Soarnol™ production line capable of producing 18,000 tons annually of EVOH (Ethylene vinyl alcohol copolymer) at their Saltend Chemicals Park, Saltend, Hull in the United Kingdom, adjacent to the existing EVOH Manufacturing Line 1 (SLL1). MC UK is owned by Mitsubishi Chemical Corporation (MCC). The core technology (Soarnol licensor package) will be provided by MCC who owns the process technology.

Fluor will provide Detailed Engineering, Procurement and Construction (EPC) services up to mechanical completion of the facilities. The project includes process units and ISBL utilities distribution. It is a Greenfield project and includes brownfield and revamp scope (piping and electrical tie-ins, equipment, buildings, piping, electrical and instrumentation) in the existing facilities (e.g. new equipment in SLL1 units and buildings, interconnecting pipe racks, OSBL connections).

1.1 PARAGRAPH

Term	Definitions
Company	Fluor Corporation
Contractor	The contractor, appointed by Fluor, to undertake the scope of work
HSE	Health, Safety & Environmental
Project	PUMA Project
Sub-Contractor or Supplier	The second-tier company, engaged by the contractor, to support carrying out some parts of this work and who are managed by the contractor
EWDTs	European Workplace Drug Testing Society
UKAS	United Kingdom Accreditation Service

1.2 REFERENCES

Fluor Construction Phase Health and Safety Plan - 386AS17068 - 001

2.0 ABOUT THIS PLAN

2.1 INTRODUCTION AND PURPOSE

This policy documents how Fluor and its Contractors will manage substance abuse on the PUMA Project. Contractors and subcontractors engaged on behalf of Fluor shall have a Substance Abuse Policy that shall meet the minimum requirements of this policy.

Exclusions

This policy does not define the actions to be taken by Fluor or Contractor following a positive result. These requirements shall be defined within Fluor and Contractor disciplinary procedures.

2.2 SCOPE

Client and Fluor policy is zero tolerance to the use, possession or sale of illegal drugs or associated equipment (which include prescription and over the counter drugs, which are used inappropriately). The policy applies to individuals assigned to the Work Site.

Individuals visiting the Work Site shall still be subject to random testing requirements.

3.0 ALCOHOL

Any person that willingly provides a sample of breath above 0.04% or equivalence for blood / urine testing will be in breach of this policy. Following a positive sample of breath, the person(s) will not be permitted to enter site and their employer management notified.

3.1 DRUGS

Table 1 defines the minimum drugs to be tested for on the Project. The test protocols shall follow the following recognised threshold limits.

Table 1

SUBSTANCE	SCREENING THRESHOLD	CONFIRMATION THRESHOLD
Amphetamines	500 ng/ml	250 ng/ml
Methamphetamine	500 ng/ml	250 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml
Cannabinoids (THC)	50 ng/ml	15 ng/ml
Cocaine Metabolites	150 ng/ml	100 ng/ml
Opiates	2,000 ng/ml	2,000 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml

3.2 TESTING LOCATIONS AND APPROVED LABORATORIES

Fluor and Contractors shall ensure that their drug and alcohol testing procedures follow the advice prepared by the European Workplace Drug Testing Society (EWDTs) to ensure the drug testing process is reliable and accurate.

Laboratory analysis of the samples shall be accredited by the National Accreditation of Measurement & Sampling Service.

3.3 DISCIPLINARY PROCESS

A breach of this policy will result in the permanent removal of the individual(s) from the Work Site and the individual(s) will then be managed by their respective disciplinary procedure, subject to outcomes of the investigation process.

Disciplinary processes involving Fluor employees shall be managed in accordance with Fluor Limited Disciplinary Process Practice (UK145 SUPP 1). Contractor's disciplinary policies will comply with their internal procedures, ACAS Code of Practice

and recognised national or local agreements. This policy will be communicated during the Fluor Safety Induction, and safety notices placed across the project.

4.0 TRAINING AND ORIENTATION

Project personnel shall be made aware of this policy, the requirements and testing as part of the Fluor Site Induction. As part of the Fluor Site Induction, Fluor and Contractor employees shall complete a consent form, documenting their consent to participate in the Project's testing requirements defined in Section 3. A copy of the form has been supplied in Appendix A.

The Fluor Project Administrator shall make all Fluor visitors aware of this policy whilst booking their travel arrangements.

5.0 REQUIREMENTS

5.1 MEDICATION

Using medication can cause side effects. These side effects may affect the ability of a person to carry out certain aspects of their job safely. Where this is the case, steps must be taken to ensure that adequate controls are in place to mitigate this risk.

Employees must inform their employer of any prescribed medication they are taking. It will be the responsibility of the relevant employer to ensure that any potential side effects of the medication are identified, a suitable and sufficient risk assessment is completed, and controls are implemented. Where there is any doubt about the effects of the medication being taken, the employer must engage the services of a suitably competent occupation health practitioner to advise on the matter. Records of the medication taken by the employee shall be recorded by the employer and records maintained at the Work Site.

5.2 NON-PRESCRIPTION AND OVER THE COUNTER MEDICATION

Where an individual is taking over the counter medication, they will be responsible for informing their Line Manager if these drugs have the potential to cause side effects. Where there is a potential for side effects, the Line Manager in consultation with HSE will be accountable for carrying out the appropriate risk assessment. Where there is any doubt about the effects of the medication being taken, the employer must engage the services of a suitably competent occupational health practitioner to advise on the matter.

6.0 TESTING PROCESS

6.1 PRE-MOBILISATION TESTING

Fluor and Contractors have a contractual requirement to test any employee prior to them working on the Work Site. Employees assigned to the Work Site shall complete a drug and alcohol test prior to mobilisation to the Work Site.

It will not be necessary to re-test an employee who has previously been tested and remained in continuous employment with either Fluor or Contractor, provided there is a record of the test completed within the last 12-months and there are no grounds to believe that the results are no longer valid. New employees or employees with broken service will require to be re-tested before being employed.

6.2 WITH CAUSE TESTING

Fluor shall carry out 'with-cause' testing for drugs and alcohol on anyone working on the Work Site who is suspected of being under the influence of drugs or alcohol, or who has been involved in an incident where the influence of drugs or alcohol could have been a contributing factor.

After involvement in an incident resulting in, or requiring medical treatment for an injury, or damage to equipment or property, employees will be required to submit to drugs and alcohol testing when a reasonable possibility exists that drug and/or alcohol use may have caused or contributed to the incident.

The decision to conduct a screen post-incident due to a reasonable possibility that drug and/or alcohol use caused or contributed to the incident will be documented on Fluor Form 000.653.F0365 - Post Incident Chemical Screening.

Any individual found to have illegal drugs in their possession or system, or who has a confirmed positive test for illegal, inappropriate use of prescription and/or over the counter drugs or alcohol, or who refuses a request to undergo with cause testing will be subject to the disciplinary process as per Section 3.4 – Disciplinary Process. In the instance of with-cause testing, both a urine and breath alcohol samples will be taken.

To invoke the "with cause" testing process during Work Site hours, the employees Line Manager should promptly contact their employers Manager, who shall contact the Fluor HSE Manager or delegate. Fluor shall provide "with cause" testing to the involved employee.

When a Contractor employee is required to be tested, where practical, the individual's employer shall be notified in advance of the test being carried out. Where this is not practical, they will be informed as soon as possible after the test.

Prior to any test being carried out, an individual may request the right to be accompanied by a representative during the test that is readily available at the Work Site.

6.3 RANDOM TESTING

Fluor shall implement a random testing program for drugs and alcohol at the Work Site. A minimum of 10 percent of Work Site employees will be tested over the lifecycle of the Project. All employees that are in possession of a valid access pass for the Work Site will be subject to selection for random testing. As part of random testing, an individual may request the right to be accompanied by a representative during the test that is readily available at the Work Site. All individuals will be requested to declare any medication that could influence the tests prior to the tests being conducted. Following selection and where practical, the individual's line manager shall be notified in advance. Any person refusing a test will be subject to the subject disciplinary process as per Section 3.4 – Disciplinary Process.

Individuals will be selected for testing at random from a pool of everyone who has used their access control card on the day of testing. Selection shall be based on a random number generator system. Refer to Fluor Form 000.653.F0263, HSE Random Number Generator (RNG) – Metastorm for additional information.

6.4 RAISING CONCERNS

Anyone working under the influence of either drugs or alcohol presents a risk to both themselves and to others. Project personnel will be educated on potential signs and

symptoms of anyone under the influence of drugs or alcohol as part of the Fluor Site Induction.

7.0 DATA MANAGEMENT

Fluor will ensure drug and alcohol records are organised, maintained, stored, archived, and discarded in accordance with the document control requirements defined under GDPR UK Legislation.

8.0 APPENDIX A – SUBSTANCE ABUSE POLICY – CONSENT TO TESTING FORM

Document Type: Substance Abuse Policy – Consent to Testing

Supporting Documentation: PUMA Project Substance Abuse Policy

I have read and been informed about the content, requirements, and expectations of the Substance Abuse Policy containing the requirements of pre-mobilisation, with cause and random testing, including the right to be searched should I be suspected of being in possession of drugs and/or alcohol.

I understand that if I have questions, at any time, regarding the policy, I will consult with my immediate Line Manager or Human Resources staff members.

A copy of the Substance Abuse Policy has been provided as part of the Site Induction. If you have any further questions regarding this policy, please liaise with your Line Manager or Human Resources staff members. Please read the policy carefully to ensure that you understand it before signing this document.

Employee Signature: _____

Employee Printed Name: _____

Employer/Contractor: _____

Date: _____

**Appendix 2 – Project Execution Plan
(Available on request)**

**Appendix 3 – HSSE Construction Phase Plan
(Available on request)**

Site Location within Saltend Chemical Park



Images adopted from: www.earth.google.com/web/
FLUOR[®]

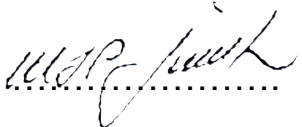






Locations as per TCF Plan 380AS15200 Rev 3 24th Feb 2021

Signatories to the Mitsubishi PUMA project

Supplementary Project Agreement

Signed on behalf of the Parties

Fluor Ltd		Date <u>5/2/2024</u>
ECIA (on behalf of the Employers)		Date <u>31/01/24</u>
Unite the Union		Date <u>29.1.24</u>
GMB		Date <u>23/1/24</u>
Approved by the NJC		Date <u>6.2.24</u>

Acceptance of SPA

PUMA PROJECT

Acceptance of the Supplementary Project Agreement

.....
(Full name in capitals)

Employed by
.....
(Employers name in capitals)

I confirm that I have received, understood, and I accept the terms and conditions of employment contained within this SPA and those offered to me by my employer. I also confirm that I accept the terms & conditions contained in the NAECI which have been explained to me by my employer. It has also been explained to me that I can gain access to a copy of the NAECI for reference purposes.

Signed.....

Date.....

This confirmation will be retained by the employer as a record that the individual named above has completed both the Project Induction process and that of his employer and has agreed to the terms and conditions of the NAECI and the SPA.