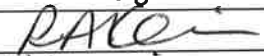
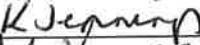



Project Summer

SUPPLEMENTARY PROJECT AGREEMENT (SPA)

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Note – This document is not authorised until NAECI signatories have signed section 15

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This document has been generated to support the Integrated Project Management Team (IPMT) execution strategy for Project Summer. The following Worley EPCm execution deliverable(s) were used as the basis for this document:

Document Reference	Document Title	Revision
60-SG48-02/N.N220/0032	SUPPLEMENTARY PROJECTS AGREEMENT (SPA)	C

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1. Introduction

Project Summer is the headline programme for a number of investments to be constructed within the existing Client's (Vynova Runcorn Limited) facility. The Facility is located at Runcorn, UK.

The Vynova Runcorn Ethylene Dichloride (EDC) manufacturing complex produces Merchant Grade EDC. In the next few years Vynova intend to proceed with major changes to current processes.

In order to rationalise the existing EDC manufacturing complex, the Project will install new equipment. The main equipment to be installed is 2 new Low Temperature Direct Chlorination (LTDC) reactors with caustic/acid wash systems and rationalise the EDC distillation and support systems. The new installation will focus equipment on to the DC3 Plot.

The new installation will enable EDC1-2 and the existing LTDC, caustic/acid wash system and vent diversion abatement systems (caustic scrubbers) to be decommissioned.

1.1 Categorisation

Project Summer will be executed on the Vynova Runcorn facility where a current Cat 2 R&M agreement exists and at a designated offsite assembly facility. Project summer is expected to be executed with a labour force ~300 to ~340 personnel at peak. The in-scope work to be undertaken on Project Summer will be carried out under the terms and conditions of the NAECI applicable to Category 1 (Basic): Basic Construction Project.

1.2 Duration of the Agreement

The original SPA came into effect on the 06th April 2021. This revision will come into effect before the end of January 2023 and cease upon completion of the Project Summer in scope activities around the end of Q2 2024.

Any variations of the terms of this SPA shall be subject to consultation and negotiation between the parties and ratification by the National Joint Council for the Engineering Construction Industry.

1.3 Objectives of this SPA

This SPA has been negotiated between GMB and Unite the Union representatives of the signatory Trades Unions to the National Agreement for the Engineering Construction Industry (the NAECI), the ECIA – Engineering Construction Industry Association on behalf of all Contractors and Subcontractors of any tier appointed to undertake in scope work on Project Summer for the duration of their activities and is supported by Vynova

The SPA and NAECI will be applied in full by the contractors and their sub-contractors appointed to carry out the work. It is a condition of employment that all in-scope employees accept all of the obligations of the NAECI and this SPA during the time they are employed on the Project. 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 principal objectives of this SPA are to uphold the terms and conditions of employment on the Project in accordance with provisions of the NAECI, and to develop and maintain good standards of productivity and employment relations. Also, to promote a common and coordinated approach by contractors, their subcontractors and Trades Unions when dealing with all employment and productivity issues that might arise during the course of the Project.

Where the SPA is silent or its contents come under question and require clarification or are disputed, then the intent and wording of the NAECI, current at the time shall take precedence. Where NAECI section references occur in the text they relate to the 2019-2020 revision.

A copy of this SPA will be made available upon request to each in-scope employee (contractor or sub-contractor) at the start of their employment on the Project. The employee will signify their agreement to work to the requirements of NAECI and this SPA by signing Appendix C. Appendix C will then be removed and filed as a record of the employee's Induction.

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

Under the provisions of the NAECI all employees of in-scope contractors and their sub-contractors are encouraged to be members, in good standing, of one of the signatory Trades Unions in order to have access to an Accredited Shop Stewards and Full Time Trades Union Official and the NAECI Grievance and Disciplinary Procedures.

Prior to commencing on site, the contractors and in-scope sub-contractors shall be in current 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.

In order to avoid conflicting information; where Project documents provide specific information relating to this SPA they will be referenced in this SPA and future updates will be shared with all stakeholders. E.g. The Construction Phase HSE Plan.

2. Scope

2.1 In Scope

The works identified below in section 2.1 and any associated work carried out by contractors, as part of Project Summer, under VYNOVA as Principal Contractor (PC), shall be classed as in scope work [NAECI section 1.4(a)] and shall be carried out in accordance with the NAECI and this SPA:

2.1.1 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
- All insulation associated with the in-scope mechanical trades
- Cranage services in support of Mechanical Trades
- Scaffolding in support of Mechanical Trades and Civil Trades
- All MC (mechanical completion) activities by the mechanical trades

Also classed as in scope is the Chlorine Line, Tank T201, Fire Main and associated works which lie outside the Vynova Boundary but within the overall Runcorn facility.

Specific offsite erection facilities mobilised solely for Project Summer, under VYNOVA as PC, will be classed as in scope.

2.1.2 Electrical and Instrumentation Trades;

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

2.1.3 Commissioning

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

2.2 Out of Scope

The works identified below and any associated work carried out by contractors, as part of Project Summer, within the defined site boundaries (see appendix A) shall be classed as out of scope work and will not be subject the NAECI and this SPA.

- Civil Engineering works (ground works, piling, foundations etc)
- Buildings including cladding work
- Earthing and bonding for lightning protection
- Underground services including underground pipework
- Electrical building services
- HVAC activities
- Painting
- Cranage services in support of Civil Engineering Trades
- Complex specialist cranage
- Asbestos removal
- IT related workers setting up site networks etc.
- Commissioning and DCS related works
- Bolt tensioning contractors

External services and utilities providers are considered out of scope.

Any vendors or contractors working to supply equipment or materials at their own facilities are considered out of scope.

Any vendors carrying out work on site as part of the warranty, guarantee or repair and maintenance of items supplied are considered out of scope.

Specialist vendors or technicians carrying out pre-commissioning and commissioning type work on rotating equipment, instruments, electrical equipment (such as COMPTX trained E&I technicians carrying out loop checks) are considered out of scope.

Specialist vendors on PWHT, radiography and NDE are considered out of scope.

Specialist site installation and assembly services such as mechanical equipment, refractory installation / commissioning of switch gear and transformers are considered out of scope.

Security, maintenance, cleaning services are considered out of scope.

All other Cat 2 work being carried out on the site by R&M Contractors but outwith the scope of VYNOVA as the Principle Contractor for Project Summer is considered out of scope of this SPA. E.g. existing Tank D102 to be renamed T201 – scope by Engenda.

Any temporary services or work considered outside the NAECI agreement is considered out of scope.

3. Working Time

The basic working hours are described below. Any permanent changes to the project working hrs are to be notified to the Contractors, NJC, Vynova Project Team and Operations Site Management in writing, prior to implementation.

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

Any permanent changes to the project working cycle are to be notified to the NJC, Contractors, Vynova Project Team and Operations Site Management in writing, prior to implementation

3.1 Basic Working Time

The basic working week is 38 hrs as per NAECI section 7. To fulfil the Project schedule a 44 Hour working week for in scope workers (38 hours basic plus 6 hours overtime), is expected. These hours are built up as follows:

- **Monday to Thursday:** 07.30am to 17.30pm - 9½ Hour working day
- **Friday:** 07.30am to 14.00pm - 6 Hour working day.

Start and finish times will be altered during the Project where required to account for pinch points as the workforce increases and decreases. Any changes to start and finish times will be as per NAECI 7.2 and will be discussed and communicated with stakeholders prior to implementation.

The Project may revert back to a basic working week of 38 hours if necessary. Any return to a 38 hour week will be communicated to those concerned at the earliest opportunity

There are two planned breaks planned during the working day for best overall productivity as per NAECI 7.5.

- **Monday to Thursday Morning Break:** 10.30am to 10.40am
- **Monday to Thursday Lunch Break:** 13.30pm to 14.00pm (unpaid)
- **Friday Break:** 10:30am to 11:00am (unpaid)

It is incumbent on all parties to responsibly manage break periods efficiently.

Work hours may be altered to facilitate deliveries or schedule requirements at the discretion of the Principle Contractor or Contractor organisation to support specific identified out of normal hours work such as radiographic NDT or hydrotesting testing etc.

Meal breaks will be as per NAECI 7.5. Working hours and meal break may need to be staggered to alleviate congestion and pinch points at the welfare facilities or due to other issues out with the control of the project (e.g. traffic).

Where required it will be necessary to stagger the shifts start times. Any changes of this nature will be communicated and discussed prior to implementation.

3.2 Additional Overtime

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

If work is expected to exceed average 48 hours per week the work shall be executed in line with the Working Time Regulations 1998.

3.3 Weekend Working

Weekend work for specific targeted work may be required to meet critical path activities and schedule. Thus, weekend work will be limited to groups of specific skill sets and not one in all in. There may be instances where

periods of prolonged weekend working is required. Some contractors may have to split alternate weekends, should the planning lookahead give grounds for this, the prolonged weekend working will be set for a period and agreed between the contractors and their employees to allow adequate planning arrangements. There may be requirement to have split weekend shift rota's i.e., 50% one weekend and 50% the alternate weekend. The Contractor organisations will ensure any limited weekend work is shared proportionately with all suitably skilled personnel.

Weekend working will be confirmed no later than 16:30 hours the Wednesday prior to the planned weekend work to allow for weather assessment.

3.4 Shift Work

Other shift options may be considered (if schedule constraints require it) and will be discussed and agreed prior to implementation. Shift working will be as per the NAECI.

If nightshift is required, nightshift workers shall undergo an employer's health assessment prior to commencing nightshift working.

3.5 Time Keeping

Employees will "clock in" for work after changing into correct PPE clothing and ready for work, this will be recorded for actual commencement of the working time. Employees will "clock out" at the end of a work period, prior to changing from their correct PPE, this will be recorded for actual termination of their working time.

An electronic system will be used to identify who is on the worksite as part of the management of HSE and emergency situations. Employees must "card out" whenever they leave the work site, and "card 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

Contractors will be responsible for ensuring that the clocking arrangements are properly supervised to ensure that correct procedures are maintained at all times. Employees unable to attend work for any reason must 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.

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

All hourly paid employees will be required to co-operate by restricting the meal breaks to the stipulated period each day. Abuse of these provisions and other instances of deliberate time wasting will negatively affect the Project so it is incumbent on all parties to ensure that these provisions are responsibly managed within the spirit and intent of this SPA.

In the event of severe inclement weather Appendix D will apply.

As a condition of employment under this SPA, all employees will comply with their employers' rules on the notification of absence. On the first day of absence, the employee should give an indication of the nature of the illness and the date they expect to return to work. Failure to notify the employer and cover the absence by the required certificate detailed above may result in the non-payment of sick pay and bonus and may result in disciplinary action being taken by your employer.

3.6 Productivity

It is essential that a high level of productivity is achieved to ensure the work is completed on time and within budget. It is the responsibility of all parties to foster a productive working environment. The signatories of this SPA are committed to section 3 of the NAECI.

4. Project Forum – Responsibility

4.1 Project Forum

The parties agree that the promotion of on-going good employee relations and communications is essential for a successful project and commit to holding a Quarterly Project Forum meeting (dates tbc subject to availability). Communication will continue between these meetings and should the need arise for an interim meeting this shall be agreed.

The composition of the Forum will be by agreement but shall include as a minimum 1 representative from the signatory parties and principal contractors. The NJC Regional Operations Manager (ROM) will provide regional support for the meetings and the signatory Trades Unions FTOs / ECIA Regional Manager will alternate the Chair.

The key principles and objectives of the Project Forum shall be to:

- Develop and maintain high standards of health, safety and welfare
- Develop and maintain high standard of employment relations and productivity
- Support the principles of NAECI and this SPA
- Ensure uniform application of the NAECI and the terms of this SPA for all in- scope
- Contractors, sub-contractors and employment businesses
- Review, investigate and promote the timely and fair resolution of any disputes or potential disputes that might occur

Vynova will take responsibility for facilitating each Project Forum meeting with updates on the Project, Health, Safety and Welfare. Vynova will issue the agenda, record the meeting and issue minutes to all relevant parties.

4.2 NJC

An National Joint Council (NJC) representative shall be appointed to represent the joint interests of the signatory parties of the Project. By way of a report, they will provide the Project Joint Council (PJC) with up to date information relevant to the Project and 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.

4.3 Shop Stewards

Shop Stewards will be elected from the Project Summer employees, and will be accredited by the relevant signatory trade union to carry out their trade union duties in accordance with the NAECI C3, 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 company background.

5. Rates of Pay and Incentive Bonus Allowances (IBA)

Rates of pay and allowances will be as per the NAECI. Forfeiture of any payments and allowances which will be as per this SPA and NAECI.

Radius and accommodation allowance will be as per the NAECI section 9.

5.1 IBA Payments

5.1.1 Attendance

£0.45 per hour will be paid to individual employees, for each productive hour worked, who have not registered any unauthorised absence including uncertified sickness and have completed all hours that the individual has committed to working.

5.1.2 HSE Performance

£0.65 per hour will be paid to individual employees, for each productive hour worked, who have complied with the Project HSE requirements and provided that housekeeping has been maintained at an acceptable level. This includes a target of 1 good quality safety observation report (SOR) or equivalent per person per week or equivalent from each Contractor organisation to promote good safety performance on the Project. IBA payments will be fixed for the duration of this SPA and the Project.

The parties agree that, apart from other payments applicable under NAECI, the basic rates and IBA payments will be the only payments made for in scope work carried out on Project Summer. IBA payments shall be monthly in arrears.

5.1.3 Attendance & Co-operation for Additional Overtime & Weekend Working to support the schedule.

£1.27 per hour will be paid. To individual employees for each productive worked hour on the basis that the management requirements for overtime and weekend working has been met to support the schedule, this includes co-operation between contractors to support and or assist other contractors and encourage compliance with NAECI 7.4 of those requested per contractor for the weekend working in line with 3.2 and 3.3 of this SPA as supported by the Joint Trade Unions for the completion of Project Summer.

5.1.4 IBA payment to be payable fortnightly.

5.2 Forfeiture of IBA

Forfeiting of IBA payments will be as per the NAECI.

Payments or deductions will be made based on the individual's performance, the performance of the contractor group and the performance of the project.

Individual performance will determine any forfeiture of the attendance IBA. Unauthorised time off will be assessed by the Contractor organisations in line with their internal processes. Where an individual requires time off at short notice for personal reasons this should not reasonably be denied and provided the organisation approves the time off the IBA will not be affected.

The HSE and housekeeping IBA will be assessed on the performance of the Contractors and the Project performance as a whole. HSE and housekeeping performance will be assessed by the Project HSE team, including Contractor HSE personnel, the workforce HSE representatives and reported monthly.

The Overtime and Weekend Working IBA will be assessed on the performances of the in-scope contractors and the project performance as a whole. This will be recorded and monitored weekly, any shortfalls will be brought to the attention of the appropriate shop stewards, for rectification and reported monthly and through the Project Forum.

5.2.1 Stoppages

The attendance, HSE performance and housekeeping IBA totalling £2.37 per hour will be deducted in the event there is any unauthorised or unlawful stoppage of work including "sympathy stoppages". Such forfeiture will be applied all employees per Contractors and defined in the NAECI section 19.3 (e).

6. Car Park and Walking To and From the Project Facilities

Project Summer personnel will utilise the existing car park near Gate 3.

Personnel will walk (using designated foot paths where available) from car park 3 to the Project Summer site welfare facilities. The approximate distance from car park 3 to the Project Summer welfare facilities is ~1km. Personnel should walk to the welfare facilities in suitable clothing and required PPE (SPA section 8.0 HSE – PPE).

During high volume and winter conditions, buses may be introduced to transport personnel from the car park to the site welfare facilities and back again. This change will not be implemented without prior consultation and agreement with NJC, shop stewards, Contract organisations and Vynova etc.

7. Holidays Sickness and Absence

The entitlement to and arrangements for taking holidays on the Project shall be in accordance with the NAECI. Annual leave must be pre-booked and authorised two weeks prior to the first day of leave taken. Where extenuating circumstances require annual holidays to be taken with less than 2 weeks notification these will be reasonably considered i.e. if personnel need time off for medical or personal reasons

Contractual paid public holidays (while personnel are employed on the Project Summer) are as follows:

2022:

- January 3rd 2022 – New Year's Day
- April 15th 2022 - Good Friday
- April 18th 2022– Easter Monday
- May 03rd 2022 – Early May Bank Holiday
- June 02nd 2022 – Spring Bank Holiday
- June 03rd 2022 – Platinum Jubilee Bank Holiday
- August 29th 2022 Summer Bank Holiday
- December 25th 2022 – Christmas Day
- December 26th 2022 – Boxing Day

2023:

- January 2nd 2023 – New Year's Day
- April 7th 2023 - Good Friday
- April 10th 2023 – Easter Monday
- May 1st 2023 – Early May Bank Holiday
- May 29th 2023 – Spring Bank Holiday
- August 28th 2023 – Summer Bank Holiday
- December 25th 2023 – Christmas Day
- December 26th 2023 – Boxing Day

2024:

- January 1st 2024 – New Year's Day
- March 29th 2024 - Good Friday
- April 1st 2024 – Easter Monday

The Project site is expected to be closed over the 2022 / 2023 and 2023 / 2024 Christmas period with the exception of urgent HSE or commissioning works. Sufficient days of annual holiday will be reserved by every Contractor employee to cover this period.

The 2022 / 2023 Christmas holiday period is as follows:

- personnel leaving work at the end of the shift on the 23rd December 2021
- personnel returning at the start of the shift on the 2nd January 2022.

The 2023 / 2024 Christmas holiday period is as follows:

- personnel leaving work at the end of the shift on the 22nd December 2023
- personnel returning at the start of the shift on the 2nd January 2024.

Sickness and Absence

Employees shall comply with their employer's sickness and absence rules on the notifications of absence. Failure to comply with the employer's rules may result in the non-payment of sick pay and attendance IBA payments

8. HSE

All personnel commit to complying fully with UK HSE legislation, Vynova site and Project HSE requirements.

Project Summer HSE requirements will be as per the Project Summer Construction Phase HSE Plan: Document number 60-SG48-02/Z.Z070/0002 Revision F. Any future updates of the Construction Phase HSE Plan will be communicated to all stakeholders.

IPMT expect that each contractor, their sub-contractors and employees will strive to achieve and maintain programmes and a culture that embraces the goal of Zero Accidents and Incidents. The following outline the Project HSE objectives:

- No accidents/incidents
- Zero injuries and impact to the environment.
- Fully compliant with Vynova SHE Values, site rules at all times.
- Risk assessments and Method Statements, non-routine operations and permit to work conditions to be briefed to the work force.
- All operatives and staff to be Site & Project specific inducted
- All incidents no matter how small or insignificant will be reported through the proper channels

The following site-based lifesaving rules will be followed without exception:



HSE responsibilities for **all** personnel include the following:

- Look to their own safety as well as that of any persons they could affect during their work
- Comply with site rules and any reasonable instruction except where they believe this would lead to a risk to their own safety or that of any person, they could affect by following the instruction
- Follow the risk assessment/method statement (RAMS) for their work completing a Point of Work Risk Assessment (POWRA). These should be reviewed at strategic times throughout the day. Particularly after extended breaks such as tea breaks or lunchtime.
- Report all incidents, near misses or circumstances that fall below the health, safety and environmental standards set for the project
- Intervene where they believe they are witness to an unsafe act or condition either directly with those involved or indirectly through contact with their supervisor or by raising an SOR.

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

8.1.1 HSE Representatives

The IPMT HSE Manager or representative will meet with the Contractors' nominated HSE Reps on a bi-weekly basis. A further meeting maybe called if necessary, following an emergency situation or accident/incident to relay information.

Representatives from the workforce will be invited to participate in a Monthly HSE Forum to be chaired by the Construction Manager. Also, in attendance will be Site Managers from the employing contractors on site. The Forum will be preceded with a tour of the construction site and the welfare facilities. If deemed necessary, and by invitation, off site representatives/managers will attend the Forum to help with achieving harmonious employer/employee relationships.

Any disagreements of a technical nature relating to HSE with be referred to the Vynova HSE Manager,

8.1.2 Inductions

All personnel working on the Project will be required to undergo the INOVYN Site Induction and a joint Vynova / project-specific induction. This induction includes the integrating of Vynova site rules and standard site requirements into a common process administered by the both the Vynova Site team and Project Construction Management team.

All personnel visiting site for the first time shall book in at the Inovyn HQ and be accompanied by someone who has previous experience in the area(s) they intend to visit. The 'buddy' system is to facilitate awareness of the site and specific requirements until they have completed both the Inovyn Site and Vynova Plan Inductions.

Site Inductions will be mandatory for all site personnel.

Any site visitors who are not Inducted shall produce Government Photographic ID (Passport / UK Driving Licence / Government ID Card, etc.) to enable them to gain a Visitors Pass. They will be accompanied at all times.

The Inovyn Site inductions are conducted every Wednesday morning at 8:00 am. The Vynova Project Secretary will contact the Vynova Project SHE Manager to arrange the inductions.

Site passes must be kept on your person at all times. Security reserve the right to carry out random spot checks.

8.1.3 60 Second Risk Assessment

To ensure that every site task by personnel or subcontractors receives proper HSE preparation, immediately before commencement of permitted work, a POWRA will be developed by the individual, or team carrying out the task. In so doing, those carrying out the task shall confirm that the method statement remains valid or identify any additional hazards present and any additional control measures or safe systems of work required to carry out the task safely. Should the task change, an additional POWRA shall be completed and, if out with the scope with the permit or the applicable risk assessment and method statement all work must cease, and supervision must be informed to ensure appropriate steps can be taken.

8.1.4 Toolbox Talks (TBTs) and Set to Work

Toolbox talks and set to work should be carried out by the Contractor supervisor at the work face so the set to work is clear. Set to work conversations should not be carried out remote from the work face.

8.1.5 Prohibited Items

Personnel shall not bring onto site any prohibited items. Any prohibited items (found in an area where the items are prohibited) will constitute a major breach of HSE rules and will lead to disciplinary processes being implemented.

Prohibited Items	Controlled Items
Matches / Lighters / any other Potential ignition sources	Volatile flammables
Weapons	Chemicals or Substances
Firearms	PAT tested certified items
Fireworks	Torches
Controlled Drugs (Other than prescription)	Radios & other transmitters
Alcohol	Cameras Video equipment
MP3 Players	Laptops Mobile Phones and Tablets

	Fitness trackers
	Battery powered tools
	Stanley knives or similar
	E-cigarettes

8.1.6 Mobile phones

Mobile phones are allowed in cabins and locker rooms only and may be used prior to the start of the shift, at authorised break times and once the shift has ended. Mobile phones are not allowed in process areas.

8.1.7 Smoking

Smoking including E cigarettes may only be carried out in the designated smoking facility provided prior to the start of the shift, at authorised break times and once the shift has ended.

8.1.8 PPE

Vynova and Contractor Personnel shall adhere to the following PPE requirements:

Visiting office only / Designated Safe (Green) Zones

- Hi-visibility vest / jacket, limbs to be covered
- Light Eye Protection
- Appropriate closed toe shoes (no stilettos)

Working on site and site surveys

- Overalls Jackets, Hi Viz etc must be flame retardant & anti-static (no bare limbs on site)
- Hi-visibility (overalls / vest / jacket)
- Light Eye Protection
- Anti-Static, Steel toe cap and Mid-sole safety boots
- Non-Vented Hard Hat
- Gloves CAT 5E
- Goggles
- Hearing Protection.

PPE will be provided by the Employers and be suitable for site and the task being undertaken.

Employers will be responsible for laundry of overalls.

Employers will be responsible for prescription light eye protection in accordance with the existing provision in the Cat 2 R&M Supplementary Agreement at Runcorn site.

8.1.9 First Aid

All injuries on site no matter how minor must be reported ASAP to the Vynova Project HSE Manager, Vynova Shift Manager and the control room on 2222. The ERT team will consistently respond by despatching an ambulance to the injured person and treat accordingly.

If necessary, the injured person will be transported to the Occupational Health department for further treatment.

Cases of ill health where it is believed the issue is related to work on the Project must also be reported in the same way when the contractor becomes aware of any problem.

8.1.10 Driving on Site

Any personnel who need to drive on site shall present their licence details and DVLA code to allow their employer to confirm they have a full and current driving licence prior to driving on site.

8.1.11 Welfare Facilities

Welfare facilities will be provided for the Contractors' workforce by Vynova. The facilities are to be kept in good order and free from malicious damage.

Welfare issue(s) shall be reported immediately to a supervisor or a workforce HSE rep who shall raise the issue(s) with IPMT and Vynova for review / rectification.

Welfare cabin layout is shown in Appendix A

In the event that abuse of facilities is identified, and if, following a full investigation by the employers the responsible parties are identified as the cause, disciplinary procedures may be instigated.

9. Drugs and Alcohol (D&A) Testing

D&A testing will be the responsibility of the Contractor organisations. Contractor D&A policies will be communicated and shared with Vynova and other stakeholders.

The individual Contractor organisation will ensure their employees are aware of the D&A policy including any testing as part of the employer onboarding process.

New employees will be drug and alcohol tested by their employers as part of the onboarding process.

Employees must accept the right of Vynova to refuse their admittance to or remove employees from the site if they are found to be under the influence of alcohol and/or illegal substances.

Only medically prescribed and properly administered medicines are allowed to be used when working on site on behalf of Vynova. In such cases, the user shall understand and make adequate allowance for all possible side effects which may affect the work on site (e.g. not to drive or operate machinery if feeling drowsy). It is the employee's responsibility to inform their company of any possible side effects of their medication that could impact the Project.

Employees must not bring intoxicating liquor onto the site. The sale, distribution, possession or consumption of alcohol or drugs on site is prohibited.

Vynova reserve the right to conduct or instruct contractor organisations to conduct alcohol and drug testing on site without notice, and individuals have the right not to comply. This may be with cause or random selection or personnel. With cause includes where there are grounds for suspicion, as a result of a HSE incident or where information is received from a 3rd party to suggest misuse.

The alcohol acceptance criteria will be the current levels used by the Police for driving motor vehicles, in England this is 35 micrograms per 100 millilitres of breath. The illegal substance acceptance criteria is zero. For clarity the term drugs refers to any substance classed as illegal under UK Law.

A non-negative result, or failure to comply with a request, will result in the individual(s) being removed from site whilst a full investigation is carried out by the company involved – a decision about whether or not the employee can return to the Project will be taken by the Employer / Vynova.

Employers will provide local transport for personnel who return a non-negative result for drug and alcohol testing.

10. Grievance Process and Disciplinary Procedures

Any grievances raised will be addressed through the employer grievance process or the NAECI process as appropriate.

Disciplinary procedure shall follow Employers procedures and processes.

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

11. Site Security

The Project will comply with the Inovyn / Vynova main site security systems and procedures. Access is controlled by the Facility security company. All visitors to report to reception, where a Visitor Pass can be obtained.

CCTV will be utilised throughout the site for security purposes.

All personnel working on the Project will be required to undergo the joint Inovyn & Vynova / IPMT Project Induction. This induction includes the integrating of Inovyn site rules and Vynova/IPMT standard site requirements into a common process administered by the Vynova Safety team.

On completion of this, operatives will then be issued with an Inovyn electronic site pass which will allow access/egress through the turnstiles positioned on the site perimeter fence.

This card must be kept on your person whilst on site to allow for random security checks to be carried out and must not be given to another individual.

The site operates a carding in/out system for roll call in the event of an emergency. This card will also be given on completion of the induction process. (It is not an I.D. card.) When arriving on site operatives must place the card in the designated Roll Call Rack. This must be collected at the end of shift, or prior to leaving site. Project personnel and any equipment brought onto or removed from the main site will, at all times, be liable to search by Inovyn / Vynova Security.

Personnel will comply with the lawful and reasonable requirements of the main site security / gate personnel.

12. Redundancies

Redundancies will be as per the NAECI.

13. Audits

As the Project is classed as a “Cat 1 Basic Project” independent audits are not planned. However, if necessary, parties may request a spot audit at formal meetings if the Project is deemed not to be meeting the requirements of NAECI. Spot audit requests will not be unreasonably denied. Any unplanned audits will be subject to site access requirements being fulfilled.

Should a signatory Trades Union representative have legitimate concerns over the application of NAECI they shall communicate these to the IPMT and to the ECIA Project Secretary, who will investigate. If the concerns cannot be immediately answered to the satisfaction of both, the party causing the concern shall submit to an open book joint audit with the findings being shared with IPMT. The party shall be given reasonable time to correct any discrepancies but failure to comply with NAECI and this SPA to the letter may be a breach of the commercial contract between the contractor and Vynova

The Project will complete internal audits, in line with Vynova policy, on in scope Contractors and their subcontractors.

All employers of in scope workforces on this project shall, as part of their contract, provide the ECIA Project Secretary with a monthly return of personnel numbers and hours worked.

14. Recruitment

All parties recognise that NAECI 5.1 addresses the recruitment of employees, but parties remain mindful of the positive impact that recruiting from the local community can have.

IPMT is committed to equal opportunities and diversity and will endeavour to ensure that the Project is free from discrimination and harassment. This applies to all in-scope employees and Vynova will work closely with contractors and suppliers to help ensure the maintenance of this commitment.

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

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

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

Off-site trade testing may be performed on personnel involved, in specified activities requiring particular skills, for example welding or in the assembly of flanged joints. Failure to pass this test may prevent the employment of the individual. All employees shall co-operate with and assist management in obtaining information relevant to determining competence. Where there is a concern over competency, personnel may be required to repeat or perform additional trade testing.

14.1 Non-UK Labour

Non-UK labour is not envisaged however, if required recruitment of non-UK labour shall be fully compliant with NAECI Appendix G. There will be meaningful consultation with the local Senior Shop Steward at the earliest opportunity, to discuss with them:

- The name of the appointed contractor
- The relevant scope of work
- The resourcing strategy to be pursued

Where employers do not have experience of a NAECI payroll, use of an external UK payroll management service from an organisation with experience of running NAECI payrolls and / or NAECI payroll training should be considered in accordance with NAECI G.2. Further information on training is available on request.

14.2 Mandatory Documents

To meet the above, all in-scope employees of contractors and sub-contractors engaged on the Project will be required to show the following mandatory documents prior to the site induction:

- Direct Contract of Employment, in-line with NAECI 4
- A valid CCNSG Safety Passport or equivalent for all employees
- Official Government issued photographic ID – Passport / Driving Licence
- Proof of the right to work in the UK (overseas workers only)

Failure to produce these documents will result in a site pass not being issued and access to the Project site will be denied.

Before completing the site induction all in-scope employees will also accept the terms and conditions of this SPA, signified by signing an acceptance form. (please refer to Appendix C).


14.3 Use of 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.

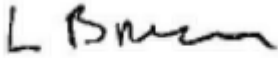
15. Signatories to the Project Summer SPA


Signatories to this SPA will be:

- Unions – GMB and Unite the Union for the Trade Unions
- ECIA – Engineering Construction Industry Association on behalf of their members appointed to Project Summer including those yet to be appointed.
- NJC – National Joint Council for the Engineering Construction Industry

Signed: 	Date: 27/01/2023
ECIA (Mark Baxendale – ECIA Regional Manager)	

Signed: 	Date: 27th January 2023
GBM (Albie McGuigan – Full Time Official)	

Signed: 	Date: 27/01/2023
Unite the Union (Lee Brennan – Full Time Official)	

Signed: 	Date: 31/1/23
NJC (Mark Watt – General Manager)	

Appendix A. Site Maps

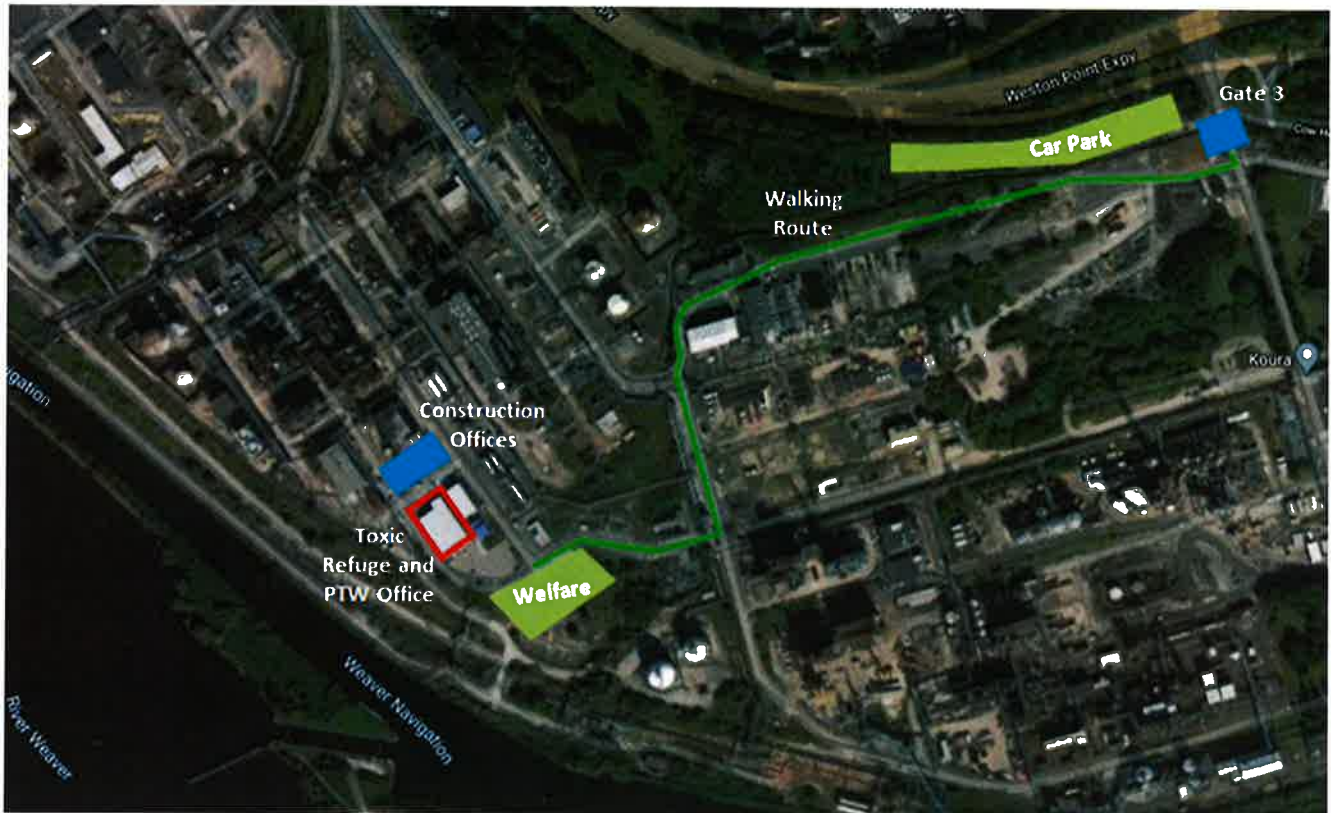
A.1 Project Summer Vynova Site Boundary & Project Summer Scope in the Inovyn Area



A.2 Project Summer Work Pack Areas

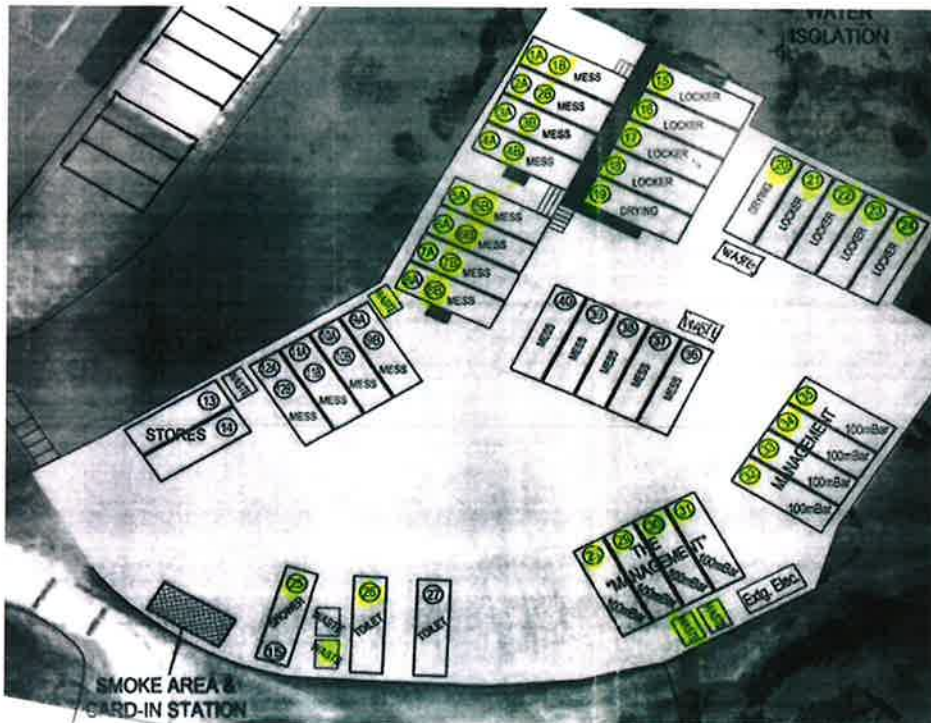


A.3 Project Summer Walking Route from Car Park 3



Car park 3 is approximately 250m long. Distance from furthest point in car park to Welfare facility is ~1000m. Walking time is estimated at 10 - 12 minutes.

A.4 Contractor Village / Welfare Layout



Appendix B. Wet Weather

Inclement Weather Protocol

All parties re-affirm their commitment to Clause 8.3 of the NAECI – ‘Rates of Pay during Inclement Weather, Emergencies and Trial Evacuations’. Payment for suspension of work because of Inclement Weather, Emergencies and Trial Evacuations will be made in accordance with the NAECI.

Representatives from the construction and / or safety team will carry out an assessment of the weather each morning, reporting back to the supervisors with any restrictions or advisories. An example of an advisory may be:

- High winds
- No lifting on a specific level on all structures
- Other works at height permitted only after contractor risk assessment
- Other lifting operations to be assessed by contractors authorised person

Note: Decisions to stand down cranes will be taken on an individual, case-by-case basis, and not on a ‘one down all down’ basis. Certain craneage may still be able to safely operate. This decision will be made collectively between contractor supervision, safety representatives and the crane hire company who will confirm if its crane can operate in the conditions.

Should weather conditions deteriorate during the day, then a pre-authorized assessment team will quickly be formed to tour the appropriate areas of the site and reassess any restrictions, increasing these if appropriate. Any supervisor or manager can initiate a review, based on information from the field.

Restrictions will usually be divided into what is considered advisory and mandatory. Obvious e.g. no lifting in a specified area or location and advisory e.g. other works at this height permitted only after proper risk assessment. Out of hours assessments would follow the same principles.

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

The workforce agree to co-operate fully when required to work on alternative duties or work in temporary shelters during inclement weather, and in accordance with NAECI 8.3 (c) when work is temporarily unavailable for an employee in their own occupation, they must accept any alternative work of which they are capable. Employees for whom work cannot be found will not interfere with those employees who are at work, and where alternative works are not available, employees shall be returned to the welfare facilities.

It is agreed that only supervisors or manager are authorised to issue instructions taking temporary shelter, or ‘cabining up’.

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

Employees who feel that instructions to continue to work in poor weather are unreasonable or constitute a safety risk must approach their supervisor either directly, or through their Shop Steward / Trades Union Official. The Supervisor will attempt to resolve the matter as quickly as possible.

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

Appendix C. Employee Acceptance of this SPA

Project Summer 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 named above has completed his / her induction training and signed agreeing the NAECI and SPA Terms and Conditions]