

NNB GENERATION COMPANY (HPC) LTD CONTRACT BASELINE DOCUMENT HINKLEY POINT C CONSTRUCTION PROJECT INDUSTRIAL RELATIONS COMMON FRAMEWORK AGREEMENT (CFA)

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Owner & Approver	Robert Jordan
Technical Reviewer	Tony Wilson
Author	Daniel Crampsie

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APPROVAL: HPC INDUSTRIAL RELATIONS COMMON FRAMEWORK AGREEMENT (CFA)

Prepared by:	Name: Daniel Crampsie Title: Industrial Relations Lead	Date: Refer to EDRMS
Verified by:	Name: Tony Wilson Title: Industrial Relations Manager	Date: Refer to EDRMS
Approved by:	Name: Robert Jordan Title: Project Construction Director	Date: Refer to EDRMS

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1. Preamble

1. This Agreement (the Common Framework Agreement or CFA) is made between:

NNB Generation Company (HPC) Limited (the Client);
the Tier 1 Contractors¹; and
GMB, Prospect and Unite (the Unions).²

2. It sets out the industrial relations and employment framework for all workers on the Hinkley Point C construction site (HPC) and the governance arrangements for ensuring that its provisions and intentions are effectively applied.
3. Sector-specific agreements sit below the CFA. These sector-specific agreements set out more detailed industrial relations and employment arrangements applying to workers in Civil Engineering, Engineering Construction, Site Operations and Supervisory roles. In the event of any conflict between agreements, the Common Framework Agreement takes precedence.
4. The CFA, although not legally enforceable in itself, has been entered into freely by the parties, who are all fully committed to its contents and aims. The parties intend it to be binding in honour and they undertake to ensure that their respective members and officials honour all its provisions. Further, the Client will ensure that appropriate language is included in its construction agreements with each of the contractors on site (including Tier 1 Contractors) to give full effect to its provisions.

2. Social Covenant

5. The CFA is based on a set of principles encapsulated in the following Social Covenant for HPC.
6. Our ambitions are: to deliver the safest, most competitive, productive and sustainable project in the UK; to provide among the most desirable places to work and; to deliver major socio-economic benefits to the local and wider UK communities. Given the scale, duration and legacy of our Nuclear New Build Programme, it provides a great opportunity to achieve a step-change in the capability of the UK engineering and construction sectors.
7. We see a close social partnership between the Client, the Contractors and the Unions as a fundamental pre-requisite for the success of HPC and have developed this balanced "Social Covenant" to help ensure that everyone involved understands their contribution to the project and what they can expect in return.

¹ The Tier 1 contractors include: Balfour Beatty BYLOR; Framatome, Kier Bam, Socea Denys, MEH Alliance, Somerset Passenger Solutions, Somerset Larder & G4S

² The relationship between the Unions in the orderly management of recognition arrangements under the HPC collective agreements is governed by the HPC Trade Union Protocol and the HPC Joint Union Co-ordinating Committee.



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8. Our Guiding Principles are as follows.

- The highest obtainable health, safety and welfare performance at the site, including the provision of an occupational healthcare scheme.
- Respect for individuals of all identities and cultures.
- A strong nuclear safety culture.
- Safely meeting or beating the project schedule.
- Effectively engaging with the workforce.
- Maximising employment opportunities for people from the regional and UK population.
- A project legacy of skills and capability, both locally and nationally.
- Innovative and effective skills training and grade structures to maximise career progression opportunities.
- 'Best in Class' employment terms and conditions.
- 'Best in Class' welfare and site facilities.
- An environmentally sensitive way of working.
- Quality, efficient and productive performance which delivers 'Right First Time, Every Time'.
- Direct employment.
- Clear, fair and consistent site rules of conduct, and grievance and disciplinary procedures.
- Structured social partnership to support a constructive working environment and high levels of Trade Union membership.
- Long term employment and job security.
- Continuous improvement and flexibility in response to project requirements.

3. Project Productivity Pathway

9. This Agreement is designed to support and enable a project productivity pathway aimed at successful project delivery to time and budget. The effectiveness of this framework and pathway requires the Client and the Contractors to ensure excellence in the provision of: designs; logistics; materials; clear trade interfaces; and leadership and direction, including effective engagement and communications with the trade unions and the workforce.

4. Industrial Relations Governance

10. The Union parties to the CFA are the only Unions recognised on the site by the Client and the Tier 1 Contractors.
11. The parties to the CFA are committed to the success of HPC. The Site Joint Bodies will operate in support of this aim and in the best interests of workers on the project and the wider community. These bodies will co-ordinate their activities to achieve a cycle of meeting dates which best support these commitments.
12. The decision-making process for the joint bodies is consensus: decisions may not be taken by voting. It follows that the Chair does not have a casting vote. The role of the Chair is to: ensure that meetings are managed efficiently and effectively; enable all parties to make their contribution to discussions; and assist the parties to come to joint decisions on a consensual basis. The constitutions set the



expectation that joint body members attend meetings and give them priority in their diaries. It is not acceptable for members to send substitutes on a frequent or regular basis. However, the Chair should exercise discretion on the attendance of substitutes sensitively and should only refuse their attendance on reasonable grounds having consulted appropriately with members.

13. Industrial relations on HPC will be based on an engaged social partnership between the parties, involving close working relationships. The Client and the Primary Contractors support the role of the Unions in furthering this intention and support the right of employees to be Union members.
14. The parties will promote good industrial relations practices and will endeavour to ensure that any differences arising between them are resolved at the lowest practicable level, on the basis of the principles and provisions of this Agreement. The Collective Differences Procedure to be followed in the event of failure to resolve an issue locally is set out in Appendix 1.
15. Either the Client or the Unions (acting collectively) may terminate the CFA or any of the HPC Sector Agreements by giving not less than six months' notice to the other parties in writing. An individual Union may also withdraw from the CFA or any of the HPC Sector Agreements by giving not less than six months' notice to the other parties' in writing. The Union withdrawing will cease to be recognised by the Client and the Tier 1 Contractors after the six months' notice period has expired.
16. A Joint Project Board (JPB) will be established to sponsor: the effective application of collective agreements; and effective health and safety consultation and communications. It may review and amend site collective agreements at any time, by agreement of the parties. (The constitution of the JPB is set out in Appendix 2).
17. A Site Joint Council (SJC) will be established to monitor and assure the effective application of collective agreements across the site. (The constitution of the SJC is set out in Appendix 3).
18. Each Primary Contractor will establish a Local Joint Committee (LJC) to monitor and assure the effective application of collective agreements in their work areas. (The constitution of the LJC is set out in Appendix 4).
19. An Employment Affairs Unit (EAU) will be established to support and facilitate: the effective operation of the industrial relations machinery; and the effective application of collective agreements and employment policies on a day-to-day basis. It will maintain close working relationships with representatives of all parties to the CFA at all levels. (Terms of Reference for the EAU are set out in Appendix 5).
20. Under the direction of the JPB, the EAU will establish an independent audit programme to provide assurance that direct employment and the terms and conditions of HPC collective agreements are being properly applied.
21. The Unions will be provided with appropriate facilities, including release from normal duty for representatives, office facilities, private meeting rooms, check-off and promotion of union membership. (The Facilities Agreement is set out in Appendix 6).



22. Joint industrial relations training will be provided to all supervisors and Union representatives on the site to support them acquire and maintain the skills and knowledge required to carry out their roles under collective agreements effectively. This training will be jointly produced and jointly delivered. It will be separate from and complementary to any training provided by individual Unions for their representatives (The Joint Industrial Relations Training Framework is set out in Appendix 7).

5. Health, Safety and Welfare

23. The overriding priority for HPC is to achieve a high-quality build with “zero harm” to all people involved. All parties are committed to achieving and sustaining the highest levels of health and safety performance. In this endeavour, Union health and safety representatives, with the associated arrangements for health and safety consultation, will play a crucial role.
24. Arrangements will be made for the appointment of safety representatives and for the provision of facilities to support them in carrying out their role. (Safety Representative Facilities are addressed in the Facilities Agreement set out in Appendix 6).
25. Joint safety representative training will be provided for all safety representatives on the site to support them acquire and maintain the skills and knowledge required to carry out their role effectively. This training will be jointly produced and jointly delivered. It will be separate from and complementary to any training provided by individual Unions for their safety representatives (The Joint Safety Representative Training Framework is set out in Appendix 8).
26. A Site Joint Health, Safety and Environment Committee (SJHSEC) will be established to monitor and assure the effective application of required health and safety standards across the site. (The constitution of the SJHSEC is set out in Appendix 9)
27. Each Primary Contractor will establish a Local Joint Health, Safety and Environment (LJHSEC) Committee to monitor and assure the effective application of health and safety standards in their work areas. (The constitution of the LJHSECs is set out in Appendix 10).
28. The EAU will maintain close working relationships with representatives of all parties to the Common Framework Agreement to support and facilitate effective health and safety communications and consultation. (Terms of Reference for the EAU are set out in Appendix 5).
29. An Occupational Health Service will be provided by the Client for all workers on HPC. (The Occupational Health Service Framework is set out in Appendix 11).



6. Socio-Economic Benefit through Innovative Training, Skills Development and Career Pathways

30. We are committed to ensuring a well-trained, fully competent project workforce and to maximising the project's socio-economic benefit through a lasting legacy of skills and employment in the region and the wider UK.
31. Opportunities will be provided through a structured programme of apprenticeships, involving meaningful numbers of apprentices, and through a structured and innovative programme of adult traineeships.
32. Opportunities will also be provided through a structured programme of skills and career development available to all members of the workforce.
33. These programmes will be developed jointly by the parties to the Common Framework Agreement and they will be directly linked to the work programme and the project productivity pathway. Union education and training organisations and Union Learning Representatives (ULRs) will be closely engaged in this work. Education and training programmes will draw appropriately from industry skills bodies.



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7. Employment Service

34. The EAU will operate an Employment Service for the Hinkley C construction site. The Employment Service will ensure that workforce build-up programmes and recruitment are carried out in accordance with project productivity pathway requirements and in a fair, transparent and non-discriminatory way. All parties agree that it is not acceptable for any party to use or make any reference to any form of blacklist.
35. Any movement of workers between one contractor and another on the Hinkley Point C site must be managed through the EAU and must involve appropriate consultation between the contractors involved and the Client, to ensure that such movement is handled in a respectful and mutually supportive way.
36. A process chart summarising the operation of the Employment Service is shown in Appendix 12.

8. Facilities

37. We are committed to the provision of “best-in-class” welfare and site facilities. All site facilities including cabins, clocking stations and car parks will be arranged to the optimum level possible to facilitate ease of access and egress to and from the workplace and to and from the site. Only the highest standards of welfare facility will be provided for the project workforce. Cabins, showers, toilets, meal and break taking facilities will be located to suit the logistical needs of both the project and workforce requirements. It will be the responsibility of both management and each individual worker to respect these facilities and to maintain them to these highest standards.

9. Communications and Engagement

38. We recognise that effective workforce communications and engagement is crucial for the successful delivery of HPC.
39. Communications from the site joint bodies (i.e. the JPB, the SJC, and the SJHSEC), will be jointly agreed and issued through the EAU. The minutes of LJC's and LJHSECs must be provided to the EAU in a timely manner.
40. Communication and engagement standards will form part of Supervisor Role Profiles and Training Standards. They will include: team briefing; pre- and post-job briefs; and employee consultation and counselling.



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10. Disciplinary, Grievance and Performance Management Procedures

41. Site standards and expectations, including disciplinary rules, are attached as Appendix 13. These standards and expectations will feature prominently in the site induction process and in Supervisor Role Profiles and Training Standards.
42. Site disciplinary, grievance and performance support procedures are set out in Appendices 14, 15 and 16. It is a requirement that all contractors adopt these procedures. These procedures and their application comply with the ACAS Code of Practice on Disciplinary and Grievance Procedures.

11. Work Patterns

43. Work patterns (i.e. the distribution of agreed working hours over time, such as shift patterns) will be set by the Primary Contractors, in consultation with workface teams and their Union representatives, to meet the requirements of HPC. In setting work patterns for project teams, the Primary Contractor will seek to achieve:
 - the most efficient utilisation of workers and workface teams; and
 - family-friendliness for workers.

The Primary Contractor will consult about any changes in work patterns with the workface teams concerned and their Union representatives, taking into account the need to respond rapidly to changing project requirements.



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Appendix 1. COLLECTIVE DIFFERENCES PROCEDURE

Introduction

1. The Parties will ensure that:
 - any collective differences are addressed as quickly as possible at the lowest practicable level; legal requirements relating to safety, the environment the environment and security will always be met;
 - no industrial action will be contemplated until joint discussions have taken place to ensure that the necessary arrangements are in place for compliance with all legal requirements;
 - no industrial action will be contemplated unless and until this procedure has been fully exhausted; and
 - no unofficial industrial action will be supported.

Procedure

Stage 1

2. Any collective differences arising within a workplace team which cannot be resolved at project team level will be referred to the appropriate LJC. It is envisaged that attendees at the LJC would comprise of the appropriate local shop stewards and local management team members and HPC convenors if required.

Stage 2

3. If the LJC is unable to resolve the difference within a maximum of 2 weeks of this referral, the local shop stewards may elect to escalate the matter via the appropriate HPC appointed convenors to the two appointed full time regional signatory officers who may after further evaluation then elect to escalate the case to the SJC for resolution. Employer or Union Representatives involved in local discussions on a difference will not be members of any panel for determining this difference beyond Stage 1. A panel will be formed from the SJC of two independent employers' senior managers, one client senior manager and one independent trade union assessor to determine the case.

Stage 3

4. If the SJC is unable to resolve the difference within a maximum of 2 weeks of this referral, it will be referred to a more Senior Client Executive from the project. The Senior Client Executive may convene further discussions between the appropriate Employer Senior Managers and Senior Union Officers. If in exceptional circumstances the difference can still not be resolved, the Senior Client Executive, Employer Senior Managers and Senior Union Officers will consider alternative dispute resolution methods, including making a joint request for the services of ACAS before any industrial action is contemplated.

Application



5. Stages 2 and 3 of the collective differences procedure require LJC's and the SJC either to resolve or to escalate differences referred to them within a maximum of 2 weeks. The philosophy behind the Agreement is that differences should be resolved as quickly as possible at the lowest practicable level. This means that such references should be given high priority and that the bodies involved should act quickly to acquire the information and the support they require to address referred differences. However, the parties to the difference may agree to extend the timescale if they deem that it would assist achievement of a resolution.
6. Where appropriate and in compliance with the stage 2 escalation process and where agreed by all parties, collective matters may be referred directly to Stage 3 at SJC level.
7. Under Stage 3 of the grievance procedure, an individual grievance concerning the interpretation of the HPC Agreements may, where appropriate, be referred to Stage 2 of the collective differences procedure.



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Appendix 2. JOINT PROJECT BOARD (JPB) CONSTITUTION

Composition of the JPB

1. The JPB is the most senior joint body and will provide strategic level governance across both HPC and SZC.
2. The JPB will consist of: up to 2 Senior Managers each appointed by HPC and SZC; a Senior Manager appointed by each of the Employers with in-scope workers currently engaged on the projects; a Senior National Official from each of the recognised Unions plus the JUCO Officers; and 2 representatives of the Employment Affairs Unit.

Functions of the JPB

3. The functions of the JPB are set out below.
 - To review overall progress and performance of the projects against schedule.
 - To review the overall health and safety performance and climate on the projects.
 - To review the industrial relations climate on the projects and its impact on project performance.
 - To review the extent to which the ethos of the Social Covenant is being observed on the sites.
 - To determine any joint strategic interventions required to improve the industrial relations climate.
 - To determine any joint strategic interventions required to improve health and safety.
 - To determine any proposed changes to the collective agreements.
 - To review reports from any Stage 3 Collective Differences.

Administrative Arrangements

4. The JPB will be chaired by a senior Client Executive.
5. Substitutes may attend for members who cannot attend a meeting only on an exceptional basis and at the discretion of the Chair.
6. The Secretariat will be provided by the EAU.
7. The JPB will meet every 3 months. Special meetings will be held at the discretion of the Chair, as and when requested by any party to the collective agreements.
8. A meeting will be quorate if at least one representative from each of the Client, the Employers and the Unions is present, subject to the Chair determining that adequate consultation has been undertaken before the JPB makes a decision.
9. The JPB will issue appropriate joint communications about its proceedings through the EAU.



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Appendix 3. SITE JOINT COUNCIL (SJC) CONSTITUTION

Composition of the SJC

1. The SJC consists of: two Senior Managers appointed and directly employed by the Client; the most senior manager on site from each of the Primary Contractors; and the appropriate Full-Time Officer and a Senior Lay Representative from each of the recognised Unions. In addition, membership of the SJC will include the Site Construction Director and the Site Industrial Relations Manager.

Functions of the SJC

2. The functions of the SJC in relation to the site are set out below.
 - To review progress and performance against the project productivity pathway.
 - To identify any potential industrial relations problems and to propose solutions.
 - To identify examples of good industrial relations practice.
 - To ensure that learning from problems or good practices is disseminated effectively.
 - To review the application of the Common Framework Agreement (paying particular attention to skills and career development and the Employment Service).
 - To recommend to the JPB appropriate changes to the Common Framework Agreement or the Sector Agreements.
 - To determine coverage of all workers on site by an LJC.
 - To address any differences referred to it under Stage 2 of the Collective Differences Procedure.
3. The SJC will establish Standing Sub-Committees for each of the three sectors; i.e. civil engineering, engineering construction; and supervision. The functions of each Sub-Committee in relation to their sectors on the site are set out below.
 - To review the application of the relevant Sector Agreement.
 - To recommend any proposed changes to the relevant Sector Agreement.
 - To report to the SJC on its proceedings and on any proposed variations to the relevant Sector Agreement.
 - To assist and support the SJC in discharging its functions.
4. The SJC may appoint other Standing or Special Project Sub-Committees, as it deems appropriate to support good project performance and good industrial relations on the site.



Administrative Arrangements

5. The SJC will be chaired by the Site Construction Director.
6. Substitutes may attend for members who cannot attend a meeting only on an exceptional basis and at the discretion of the Chair.
7. The SJC will meet monthly. Special meetings will be held at the discretion of the Chair, as and when requested by any party to the Common Framework Agreement.
8. A meeting will be quorate if at least one representative from each of the Client, the Primary Contractors and the Unions is present, subject to the Chair determining that adequate consultation has been undertaken before the SJC makes a decision.
9. Membership and administrative arrangements of the Standing Sector Sub-Committees and any other Sub-Committees will be determined by the SJC, subject to the Client appointing Sub-Committee Chairs.
10. For the Sector Sub-Committees, Union membership will be based on the recognised Trade Unions for the Sector concerned.
11. The Secretariat for the SJC and its Sub-Committees will be provided by the EAU.
12. The SJC will issue appropriate communications about its proceedings and those of its Sub-Committees through the EAU.



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Appendix 4. LOCAL JOINT COMMITTEE (LJC) CONSTITUTION

Site Employee Coverage

1. The employee coverage of the LJC will be specified by the SJC.

Composition of the LJC

2. The LJC consists of: senior management officials appointed by the Primary Contractor in its area of operation; and Union Lay Representatives from the recognised Unions functioning in its area of operation. The numbers are to be agreed locally.

Functions of the LJC

3. The functions of the LJC in relation to its area of operation are set out below.
 - To monitor and assure the proper application of collective agreements in its area of operation.
 - To ensure that industrial relations matters are addressed at the lowest practicable level, wherever possible on the basis of good industrial relations practice identified by the SJC.
 - To review progress and performance against the project productivity pathway.
 - To identify any potential industrial relations problems and to propose countermeasures.
 - To assist and support the SJC in discharging its functions.
 - To address any differences referred to it under Stage 1 of the Collective Differences Procedure.
4. The LJC may establish Standing Sector Sub-Committees where it judges that this would promote good industrial relations and the effective application of Sector Agreements.
5. The LJC may appoint other Standing or Special Project Sub-Committees, where it judges that this would promote good project performance and good industrial relations.

Administrative Arrangements

6. The Primary Contractor will appoint the Chair of the LJC from their members.
7. Substitutes may attend for members who cannot attend a meeting only on an exceptional basis and at the discretion of the Chair.
8. The LJC will normally meet every month, unless the Chair determines that this is not justified by the volume of business. Special meetings will be held at the discretion of the Chair, as and when requested by any party to the Common Framework Agreement.
9. A meeting will be quorate if at least one representative from the Primary Contractor and the Unions is present, subject to the Chair determining that adequate consultation has been undertaken before the LJC makes a decision.



10. Membership and administrative arrangements of the Standing Sector Sub-Committees and any other Sub-Committees will be determined by the LJC.
11. For the Sector Sub-Committees, Union membership will be based on the recognised Unions for the Sector concerned.
12. The Secretariat for the LJC and its Sub-Committees will be provided by the Tier 1 Contractor.
13. The LJC will issue appropriate communications about its proceedings and those of its Sub-Committees through the EAU.

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Appendix 5. HINKLEY POINT C CONSTRUCTION SITE EMPLOYMENT AFFAIRS UNIT TERMS OF REFERENCE

Nature and Purpose

1. The EAU will be set up by the Client to support, enable and facilitate: the proper and effective application of collective agreements and HR policies applying on the site; and the ethos of high standards and performance, partnership working and social justice encapsulated in the Social Covenant.

Accountability

2. The EAU will be accountable to the Joint Project Board. Where any of the parties cannot agree on the correct interpretation of the HPC Agreements, the matter will be referred either to the SJC or to the JPB, as appropriate.

Functions

3. The EAU will have the following functions, in each case to be discharged on the basis of the HPC collective agreements and the site employment framework.

Workforce Mobilisation

- Manage and engage with pre-employment skills pipelines.
- Operate the HPC Employment Service, including compliance with DCO planning requirements.
- Assure site recruitment and selection to the required standards, including: promotion and assurance of equality, diversity and inclusion standards; and employment advertising and sourcing standards.
- Manage and assure on-boarding and induction to required standards, including induction training. This includes ensuring that, before being deployed on site, all workers have: been through the required selection processes; met the minimum standards of competence, qualifications and experience required for their role, with the required verification; been security cleared to the required level; been inducted to the required standard; and received and signed acceptance of a written statement of employment particulars meeting the site standard for employment contracts.
- Manage the employment re-brokering process, as individual project assignments come to an end.
- Establish and maintain workforce plans, based on contractor employment and skills plans.
- Provide workforce reports, as required by the HPC project, JPB and DCO (including labour market intelligence).



EAU Operations

- Provide industrial relations services. This includes: manage monitoring, assurance and independent audit processes relating to compliance with the HPC Agreements and associated requirements; provide secretariat, professional and advisory services to the JPB, SJC and SJHSEC; and provide professional and advisory services to the HPC social partners. Professional and advisory services will, among other matters, be provided in relation to the application of the HPC Agreements' provisions on: collective and individual employment procedures; redundancy terms and procedures; termination of employment procedures; pay and reward (including bonus schemes and pensions); time off and facilities for trade union representatives; and equality, diversity & inclusion.
- Provide site workforce communications services, (e.g. in support of the joint bodies).
- Monitor and assure provision of professional support and advice to on-site supervisors to: enable them to perform their duties effectively within the HPC Employment Framework; ensure that all workers reporting directly to them have appropriate performance reviews, training and development needs analysis, and effective programmes of skills and career development, delivered in a timely way.
- Monitor and assure workforce record keeping on site, to the required standards of quality, efficiency, confidentiality and data protection, including payroll records and competence & qualification records.

Skills Development

- Provide, monitor and assure skills development for the workforce covered by the HPC Agreements in relation to: technical skills; and leadership and behavioural skills (including supervisory development). Provide an HPC skills infrastructure with the capability to ensure delivery of the site's skills development requirements.
- Provide, monitor and assure skills development and pastoral care for HPC apprentices and trainees.
- Facilitate provision of supervisory coaches, and monitor and assure their effectiveness as part of an integrated site approach to enhancing supervisory capability on site.
- Develop, maintain, monitor and assure provision of industrial relations training for site union representatives and supervisors according to the agreed programme.³
- Develop, maintain, monitor and assure provision of safety representative training according to the agreed programme.

³ These arrangements do not supersede the Trade Unions' separate and independent training provision. However, all parties are committed to working collaboratively, through the EAU, to maximise the benefits and the efficiency of training and skills interventions on the project.



Relationships and Interfaces

4. Promoting positive working relationships and good communications on site is at the heart of the EAU's role. In discharging its role, the EAU will pay particular attention to relationships and communications with the following parties:

- Supervisors
- Shop stewards
- Safety representatives
- Union learning representatives
- Primary Contractors and their representatives on site
- The client and his representatives on site
- Union full time officers
- Training and skills bodies

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Appendix 6. TIME OFF AND FACILITIES FOR TRADE UNION DUTIES AND ACTIVITIES

Scope

1. The Appendix applies to Accredited Representatives of the recognised Unions. Each Union will inform the parties to the Common Framework Agreement in writing of the names and constituencies of its Accredited Representatives.
2. The Appendix covers the following categories of Union representative.
 - General Representatives
 - Safety Representatives
 - Union Learning Representatives
3. Each Union will accredit a reasonable number of Representatives, by agreement with the relevant employers, taking into account: the location and geographical spread of members; and work patterns and logistics. All parties intend that this appendix and its operation are, as a minimum, consistent with the ACAS Code of Practice on Time Off for Trade Union Duties and Activities.

Principles

4. Time off and other facilities for representatives will be based on: good industrial relations practice; legal obligations; project requirements; union workload; reasonableness; and the need to control costs.
5. Requests for time off or other facilities made by a representative to their supervisor will be made as far in advance as possible to allow efficient resource planning.
6. Requests for time off for representatives for off-site duties, training or other activities will be made by the appropriate Union FTO to the appropriate EAU contact.
7. Requests for time off and facilities will not be unreasonably refused.
8. Primary Contractors and supervisors will respond as quickly as is reasonably achievable to requests for time off and facilities.
9. Time off and facilities will not be provided for a representative to promote or engage in industrial action.
10. Time off with pay for Union duties will be based on normal earnings during normal working hours: representatives will not be paid for undertaking Union duties outside of normal working hours.
11. Reasonable expenses in relation to travel and subsistence will be paid for meetings attracting paid time off.



Meetings

12. Time off with pay, subject to the principles above, will be granted to representatives to undertake the following duties.
 - Participation in any of the Site Joint Bodies for members of those bodies, or for approved substitutes.
 - Meetings with the Primary Contractor or the Client.
 - Meetings with other representatives or Union FTOs on site industrial relations matters.
 - Meetings to represent members under the grievance, disciplinary or performance support procedures.
 - Training events, such as joint industrial relations training, joint safety representative training or appropriate Union training.
 - Meetings with members or potential members.
 - Other duties associated with ensuring good industrial relations in the project.
13. In addition, safety representatives will be granted time off for appropriate safety walks and inspections.
14. Union Learning Representatives will support their members to achieve their potential through the programmes of skills and career development available on site.
15. Time off with pay, subject to the principles above, will not normally be granted to representatives to take part in official internal Union or other activities which are not directly concerned with site industrial relations. Time off with pay for such activities will be at the discretion of the relevant Primary Contractor.



Other Facilities

16. Other facilities will be provided to enable representatives to undertake their roles effectively. These will include the following.
- Access to private telephones, PCs and email.
 - Access to the Intranet and the Internet.
 - Access to traditional and web-based notice boards.
 - Pagers.
 - A designated Site Office for the recognised Unions collectively.
 - Access to meeting rooms to meet members and other representatives in appropriate privacy.

No Detriment

17. Discrimination against individuals in relation to Union membership, duties or activities is unacceptable.
18. Union representatives will not suffer detriment to their base pay, allowances, bonuses and benefits arising from their Union duties. For payments which are related to performance targets, the Primary Contractor will, where appropriate and in consultation with the Union, make fair adjustments to take into account any adverse impact which may otherwise result from Union duties.

Differences

19. Any differences between a Primary Contractor and a Union relating to Time Off for Trade Union Representatives will be addressed directly between them.



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Appendix 7. JOINT INDUSTRIAL RELATIONS TRAINING FRAMEWORK

Target Population

1. Managers, Supervisors, Union Representatives, Client Representatives, Primary Contractor Representatives.

Courses and Learning Objectives

Basic Training

2. To provide new people on site with a basic appreciation and understanding of the Site Employment Framework and to build their competence and confidence in operating within this framework. It includes: the Social Covenant; the HPC collective agreements and employment policies; and the operation of the HPC industrial relations machinery.

Industrial Relations and the Individual

3. To provide supervisors and Union representatives with a good understanding of:
 - a. the operation of the disciplinary, grievance, performance support and redundancy procedures;
 - b. the circumstances in which they should be used;
 - c. the broad legal framework within which they operate;
 - d. how to access and utilise sources of advice and support before applying them;
 - e. the skills and knowledge needed to apply them effectively.

Collective Industrial Relations

4. To provide managers, supervisors, Union representatives, Client Representatives and Representatives who are joining one of the Site Joint Bodies with a good understanding of:
 - a. the operation of these bodies, their constitutions and the legal framework within which they operate;
 - b. the skills and knowledge needed to participate in them effectively; and
 - c. how to access and utilise sources of advice and support.

Behavioural Skills

5. To enable more experienced supervisors and Union Representatives to develop higher-level skills in engagement and conflict management and resolution, potentially involving transactional analysis and organisational development methods and techniques.



Project-Specific Training

6. To provide supervisors and Union Representatives with any “project specific” joint training which the SJC deems appropriate.

Trade Union Training

7. To provide Union Representatives with the Structured TUC Stage 1&2 and individual Union training courses, appropriately modified to be specifically focussed on the project culture, industrial relations structures, collective agreements and requirements of HPC.

Coaching and Mentoring

8. Developing a team of experienced site coaches and mentors to operate within the framework of the EAU to support supervisors and Union Representatives in their industrial relations roles. They may be involved in some elements of the delivery of industrial relations training.



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Appendix 8. JOINT SAFETY REPRESENTATIVE TRAINING FRAMEWORK

REQUIRED TRAINING

Introductory Training on Appointment

1. Safety Representatives will be provided with an introductory package of materials to study and work through on appointment.
2. A mentoring scheme will be developed to enable new safety representatives to learn from a more experienced Safety Representative.

Basic Training

3. Safety Representatives will be given site-based joint basic training as soon as possible after appointment. This training will be designed to provide them with a good understanding and appreciation of health and safety policies, procedures, governance arrangements, services and safety representative facilities on site.

ADDITIONAL TRAINING

Further Training

4. Safety Representatives will have the opportunity of further training and development for their role. Examples are as follows.
 - Trade Union/ TUC Courses
 - IOSH Courses
 - Safety Walk training
 - Accident Investigation training
 - Behavioural Safety Observer training

Specialist Training

5. Specialist training for Safety Representatives will be available on the basis of their site activities, existing competences and requirements. Examples are as follows.

Manual Handling	Hand/Arm Vibration	Lifting
CDM Awareness	Asbestos	Traffic management
Working at Height	Fire Safety	Working near water
Noise Awareness	Behavioural Skills	



Long Term Safety Representative Personal Development

6. Opportunities for longer-term personal development of Safety Representatives will be made available, as appropriate; for example, appropriate IOSH or NEBOSH courses.

Refresher Training

7. Refresher training should be provided as necessary: for example, following relevant changes in legislation or in site procedures, processes or practices.

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Appendix 9. SITE JOINT HEALTH SAFETY & ENVIRONMENT COMMITTEE (SJHSEC) CONSTITUTION

Composition of the SJHSEC

1. The SJHSEC consists of: two Senior Managers appointed and directly employed by the Client; the most senior manager on site from each of the Primary Contractors; and the appropriate FTO and a Senior Safety Representative from each of the recognised Unions. In addition, membership of the SJHSEC will include the Site Construction Director and the Industrial Relations Manager, both of whom will be directly employed by the Client.

Functions of the SJHSEC

2. The functions of the SJHSEC in relation to the site are set out below.
3. To monitor health, safety, environmental and sustainability performance.
 - To receive feedback from the Senior Safety Representatives about health and safety matters.
 - To promote high standards of health, safety and environmental management and to ensure that learning from problems or good practices is disseminated effectively.
 - To support managers, supervisors, safety representatives and integrated teams to achieve and sustain high standards, including in the training of safety representatives.
 - To provide a forum for consultation on developments in site health and safety policies and practices, and their implementation.
 - To promote effective two-way communication with LJHSECs.
 - To provide authoritative advice and information.
 - To determine coverage of all workers on site by an LJHSEC.
4. The SJHSEC may appoint Standing or Special Project Sub-Committees, as it deems appropriate to support good health and safety performance, consultation and communications.

Administrative Arrangements

5. The SJHSEC will be chaired by the Site Construction Director.
6. Substitutes may attend for members who cannot attend a meeting only on an exceptional basis and at the discretion of the Chair.
7. The SJHSEC will meet monthly. Special meetings will be held at the discretion of the Chair, as and when requested by any party to the Common Framework Agreement. The SJHSEC may review its meeting frequency according to the needs of the project.
8. A meeting will be quorate if at least one representative from each of the Client, the Primary Contractors and the Unions is present, subject to the Chairman determining that adequate consultation has been undertaken before the SJHSEC makes a decision.



9. Membership and administrative arrangements of Sub-Committees will be determined by the SJHSEC, subject to the Client appointing Sub-Committee Chairs.
10. The Secretariat for the SJHSEC and its Sub-Committees will be provided by the EAU.
11. The SJHSEC will issue appropriate communications about its proceedings and those of its Sub-Committees through the EAU.

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Appendix 10. LOCAL JOINT HEALTH, SAFETY AND ENVIRONMENT COMMITTEE (LJHSEC) CONSTITUTION

Site Employee Coverage

1. The employee coverage of the LJHSEC will be specified by the SJHSEC.

Composition of the LJHSEC

2. The LJHSEC consists of: managers appointed by the Primary Contractor in its area of operation; and Safety Representatives from the recognised Trade Unions functioning in its area of operation. The numbers are to be agreed locally.

Functions of the LJHSEC

3. The functions of the LJHSEC in relation to its area of operation are set out below.
 - To monitor health and safety performance.
 - To receive feedback from the Safety Representatives about health and safety matters.
 - To assist and support the SJHSEC in discharging its functions.
 - To monitor and promote the provision and maintenance of: safe workfaces; safe systems, methods and processes of work; and high standards of PPE and PPE use.
 - To monitor and promote the effective application of site health and safety policies and practices, including training standards.
 - To promote effective two-way communication with the SJHSEC and with Supervisors and Safety Representatives.
 - To support managers, supervisors, safety representatives and integrated teams to achieve and sustain high standards, including in the training of safety representatives.
4. The LJHSEC may appoint Sub-Committees, where it judges that this would promote good health and safety performance, consultation and communications.

Administrative Arrangements

5. The Primary Contractor will appoint the Chair of the LJHSEC from their members.
6. Substitutes may attend for members who cannot attend a meeting only on an exceptional basis and at the discretion of the Chair.
7. The LJHSEC will normally meet every month, unless the Chair determines that this is not justified by the volume of business. Special meetings will be held at the discretion of the Chair, as and when requested by any party to the Common Framework Agreement.



8. A meeting will be quorate if at least one representative from the Primary Contractor and the Unions is present, subject to the Chairman determining that adequate consultation has been undertaken before the LJHSEC makes a decision.
9. Membership and administrative arrangements of any Sub-Committees will be determined by the LJHSEC.
10. The Secretariat for the LJHSEC and its Sub-Committees will be provided by the Tier 1 Contractor.
11. The LJHSEC will issue appropriate communications about its proceedings and those of its Sub-Committees through the EAU.

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Appendix 11. OCCUPATIONAL HEALTH SERVICE FRAMEWORK

1. The Client will provide an occupational health service for all workers on the Hinkley Point C site. The scopes of the occupational health service and site occupational health requirements are variable at the discretion of the Client, subject to legal requirements and to consultation with the Unions.

Pre-Employment Screening

2. Before appointment to a role on site, every worker will be subject to a task-related health assessment, including drugs and alcohol testing, to provide assurance of their fitness for duty.

Employment Screening

3. All workers on site will be subject to periodic task-related health assessments at appropriate intervals and, where appropriate, according to statutory requirements.
4. They will also be subject to the Client's drugs and alcohol policy, including the operation of random and for-cause testing.

Harm Prevention

5. Appropriate professional training and advice will be provided for supervisors and their project teams, focussed specifically on minimising and mitigating potential health risks and hazards in their work.

Treatment of Injuries

6. Facilities for the prompt and professional treatment of injuries will be provided. These will include: a fully-equipped and staffed Site Medical Centre and Ambulance; a clear medical protocol to ensure good co-ordination and communication with local health services; an on-site Emergency Response Team led by paramedics; and on-site first aiders.

Health Services

7. Full-time experienced paramedic nurses will be available for private consultation on health issues, including physical and mental health issues.
8. An on-site GP surgery will be provided.
9. The on-site occupational health service will "signpost" other non-clinical services where required (e.g. dentist, optician, physiotherapy, counselling services).



Health Promotion

10. Pro-active campaigns will be undertaken to promote healthy lifestyles and mitigate general health risks.

Fitness Facilities

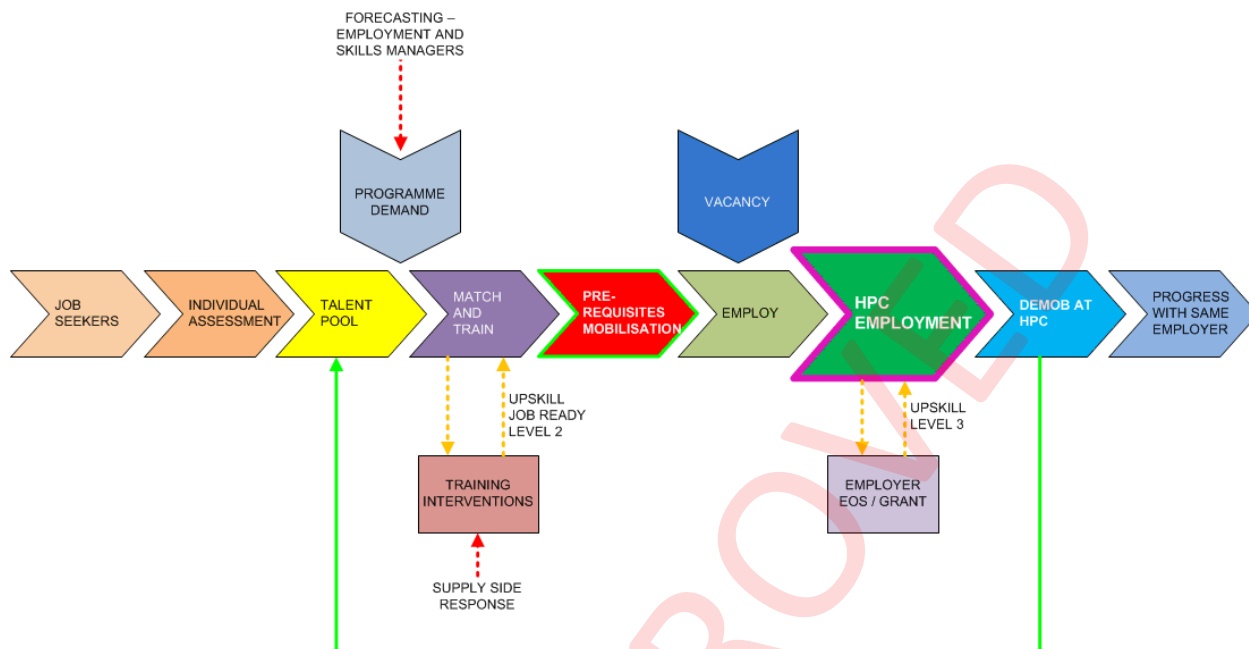
11. The Client will provide a range of facilities for site workers to support them when off-site to: achieve and maintain fitness; and promote relaxation and recreation (e.g. a gym).

Reporting

12. The Occupational Health Service will provide anonymised statistics and analysis to the Site HESAC and JPB about: occupational health referrals, encounters and outcomes; and employee absences and the reasons for them.



Appendix 12. EMPLOYMENT SERVICE PROCESS



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Appendix 13. STANDARDS & EXPECTATIONS OF CONDUCT AT HINKLEY POINT C CONSTRUCTION SITE

Introduction by the HPC Programme & Construction Delivery Director

1. This Appendix will form part of the contract of employment of all workers on HPC and sets a standard of conduct with which we must all comply. It is variable at the discretion of NNB GenCo (HPC), subject to appropriate consultation with the Trade Unions.
2. The ethos set out in the Balanced Social Covenant sets the tone for how we are expected to conduct ourselves in our work and in our working relationships with others. Fundamentally, it is based on respect, dignity and social justice. In our quest to deliver the project, our overriding priority is to achieve a high quality build at Hinkley Point C with zero harm to all people involved: nothing is more important than the health and safety of our workforce, the security of our site and the protection of the environment.

Rules of Conduct

As a worker at Hinkley Point C construction site, you are required to:

1. engage with the ethos, including the safety and quality culture, of the Hinkley Point C construction project
2. observe your contract of employment in all respects, including the terms set out in collective agreements and written statements of employment particulars.
3. perform your work as directed by your supervisor;
4. observe site rules, policies and procedures;
5. comply with all health, safety, security, and environmental requirements relevant to your work;
6. observe working hours (including meal breaks), obtaining prior approval of your supervisor for any foreseeable absence from work (such approval not to be unreasonably withheld) and informing your supervisor as soon as possible of the reasons for, and the likely length of, any unforeseeable or unavoidable absence from work, and;
7. conduct yourself at all times in a manner that will enable you to perform your work properly and to maintain good working relationships, based on respect and dignity.



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Topic Areas

The following sections provide more information about how we must set about meeting the standards and expectations required. They are:

- Fundamental Principles
- Quality and Construction Excellence
- Nuclear safety culture
- Human Performance error prevention
- Events and Emergencies
- Continuous learning and Improvement
- Behavioural Safety
- Security
- Information Security
- Industrial Safety
- Environment
- Fire Safety
- Office Safety
- Off Site Conduct
- Falling Short of our Standards & Expectations

Fundamental Principles

Delivering construction excellence at Hinkley Point C with zero harm to all involved starts with the right personal behaviours and standards. Safety culture is driven by leadership and personal choice. Remember that no task is so important that it cannot be done safely and to the highest quality.

Our fundamental principles are:

- be responsible for your own safety and for the safety of others;
- always ensure that you are fit and well enough for work - do not work under the influence of drugs or alcohol;
- co-operate with the random drug and alcohol testing programme;
- ensure you have proper authorisation and instruction prior to starting any work;
- obey all rules, signs, barriers and instructions;
- challenge and report any instruction that is, or appears to be wrong, or does not make sense;
- comply with Personal Protective Equipment (PPE) requirements and check the condition of PPE prior to use;
- use equipment provided for health and safety in the proper manner and do not interfere with it;
- ensure you use the correct tools for the job and keep work areas tidy;
- don't walk by - report any accidents, near-misses, hazards and deficiencies promptly - take personal responsibility for ensuring that abnormal conditions are addressed promptly;
- be familiar with the emergency procedures;
- ask your supervisor if you are unsure of anything.



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Quality and Excellence

At Hinkley Point C, we take pride in our work and understand that nuclear safety is achieved through the quality of our work. Pursuing excellence means ensuring that we build to design, free from defects - however minor - and deliver on time. We all have a personal responsibility for delivering construction excellence.

Delivering quality and construction excellence requires you to:

- be aware of the quality standards that apply in your area;
- take ownership of standards and strive for their continuous improvement;
- ensure that you have the correct versions of procedures and documents;
- value your signature and know what you are signing for;
- check twice, submit once;
- do not assume – if in doubt ask; and
- pay attention to detail.

Nuclear Safety Culture

Everybody working on the project will be asked to contribute to building a strong nuclear safety culture on the site. The focus of this will be driven through the construction excellence programme. We must all understand the special nature of nuclear power generation and our obligation to build a high quality nuclear power station to design. Our work will become the foundation stone for the operations team's nuclear safety culture and standards

Human Performance Error Prevention

We all make mistakes. The key to improving our performance is to recognise the situations where errors are likely to occur and where these errors could have a significant outcome. We should then adopt approaches to work which minimise the chances of these errors happening or having any significance. Where errors do occur, we must ensure that we learn from them to avoid repeating the same ones. Everyone on site is expected to be aware of the 'dirty dozen error traps':

- accepting poor performance
- fatigue / excessively high workload
- complacency
- stress
- poor resource planning
- poor teamwork
- distractions or interruptions
- inexperience or lack of knowledge
- poor communications
- unreasonable time pressure
- lack of awareness
- lack of assertiveness



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Everyone is expected to be aware of the ten human performance error avoidance tools and to use them as appropriate in their work:

Tool 1 – The Pre-Job Brief

Pre-job briefs are used to ensure that everyone understands all aspects of a task. The level of detail depends on the task and the individual and should include relevant information gained from Operating Experience.

Tool 2 – The Post-Job Brief

These briefs are used to learn how the task went, whether any problems were encountered and what went well.

Tool 3 – STAR and Self-Checking

STAR (Stop, Think, Act, Review) is a practice where you consciously and deliberately review the intended action and expected result before performing the task. Self-checking involves checking your own work after completing a task.

Tool 4 – Peer-Checking

A knowledgeable and experienced colleague carries out a peer-check with you as you perform the task. Normally used when the impact of an error has an immediate effect. This is designed to stop errors occurring.

Tool 5 – Independent Verification

A knowledgeable and experienced colleague independently verifies that the task has been completed correctly after you have completed the task. This is particularly useful for infrequent tasks and normally used when the impact of an error has no immediate effect.

Tool 6 – Procedure Use, Adherence and Place-Keeping

Written procedures identify the correct sequence of a task, specify hold points, identify critical steps and the actions needed to complete the task safely. If a procedure is ambiguous or wrong, seek assistance from your supervisor before continuing. The three types of procedure are: continuous use; reference use (must be available during the task); and information use.

Tool 7 – Task Observation and Coaching

Task Observation and Coaching is a process conducted by Supervisors that requires the co-operation of everyone. Supervisors will be looking to confirm that project standards and expectations are being met.

Tool 8 – Questioning Attitude

Questioning all aspects of your tasks will help you look ahead for hazards. Challenge the accepted wisdom. Just because it has always been like that does not mean it is right. Having a questioning attitude also means welcoming challenge as to why things are done the way they are and welcoming constructive suggestions for improvement.



Tool 9 – Operating Experience

Operating Experience is about sharing and learning from experience to prevent future errors and events. Operating experience is used when planning tasks and should also be incorporated into pre-job and post-job briefs. Sharing experience between the organisations involved in the HPC project is key to success.

Tool 10 – Clear Communications

Clear communications are vital in a variety of situations. When background noise is high or confusion is likely, use the phonetic alphabet (set out below). 3-Way Communication (Say – Respond – Confirm) is used when actions affect safety or construction quality.

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Phonetic Alphabet

A – Alpha	N – November
B – Bravo	O – Oscar
C – Charlie	P – Papa
D – Delta	Q – Quebec
E – Echo	R – Romeo
F – Foxtrot	S – Sierra
G – Golf	T – Tango
H – Hotel	U – Uniform
I – India	V – Victor
J – Juliet	W – Whiskey
K – Kilo	X – X-ray
L – Lima	Y – Yankee
M – Mike	Z – Zulu

Events and Emergencies

Sometimes despite our best efforts, things do not go according to plan. At Hinkley Point C we plan and prepare for foreseeable emergencies so that, if one should occur, we are ready and able to respond promptly and effectively. Everybody has a part to play in responding to an event or emergency by acting promptly and decisively. Some people will be required to carry out emergency scheme roles. Emergencies can escalate quickly so it is important that you know what to do.

On hearing an emergency alarm you should remain calm, respond appropriately and listen to the instructions given.

You are expected to:

- know site emergency arrangements
- be familiar with all emergency alarms
- know how to respond to each alarm
- be familiar with external and internal muster points
- support the emergency arrangements by co-operating and participating in emergency exercises and drills
- report all events and accidents promptly



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Continuous Learning and Improvement

To avoid future events and near misses we need to learn from those that have occurred in the past. Audits, inspections, observations and reviews provide important opportunities to pro-actively identify opportunities for improvement.

You are expected to:

- be familiar with the event reporting arrangements
- report all events, near misses, abnormal occurrences and deficiencies promptly
- co-operate with any event investigations, audits, inspections and observations, providing complete and truthful answers
- actively seek learning before planning new jobs and projects
- use operational experience information in pre-job briefs
- regularly review your own work to identify areas for improvement and good practices
- seek to learn and refresh knowledge through safety talks and attending all planned training courses
- welcome all opportunities for learning and constructive suggestions for improvement
- share knowledge and experience, both good and bad
- provide accurate data when requested to support the analysis of performance and identification of trends
- participate in post-job briefs

Behavioural Safety

Behavioural safety is an observation and feedback process that should involve everyone on site. By observing people's behaviour, you can influence them positively by commending them for working safely, thus reinforcing good practices. This is the most effective way of providing feedback. Behavioural safety creates a culture where everyone looks out for one another and where practising safe behaviour is the norm.

Behavioural safety is a key activity in reducing safety-related events and remains central to continually improving our safety performance. Behavioural safety and human performance error avoidance tools complement each other perfectly.

You are expected to:

- engage in the behavioural safety observation process
- be open to challenge and accept other people's perception of risk
- praise people for doing the right thing
- act if you see at-risk behaviour (don't walk by!)



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Security

Access to Hinkley Point C is strictly controlled in order to protect nuclear material and ensure safety. Only people who are currently security vetted and inducted will be allowed unescorted access.

You are expected to:

- keep site passes (and personal identification numbers where used) safe and not allow anyone else to use them
- challenge politely anyone you see who is not wearing (or does not appear to be wearing) a site pass
- report lost passes to security immediately
- ensure that your site pass is displayed at all times when on site and removed when off site
- report any suspicious activity, suspicious packages etc to security immediately
- only remove company property from site if specifically authorised in writing
- ensure that prohibited items are not brought onto site
- stay with any visitors you are escorting
- support security exercises as requested
- display site car park passes in accordance with the site arrangements

Information Security

Information and data is the lifeblood of our project and the protection of information in all its forms is vital.

For workers using computers or managing documents, you are expected to:

- lock your computer when away from your workstation
- never use someone else's login account
- safeguard your login ID and passwords
- use complex passwords
- be vigilant and not open or download computer files or hyperlinks received from unknown sources
- label and manage documents in accordance with their commercial or government protective marking
- ensure all data taken off site on laptops and USB sticks is protected in accordance with company procedures
- ensure company equipment and information is secure when off site
- ensure commercially sensitive or government protectively marked material is safeguarded in public areas (e.g. on trains, in hotels, etc)
- operate a clear desk policy
- shred commercially sensitive or government protectively marked material when no longer needed
- seek advice before taking company equipment and information abroad
- report any information or computer security incidents immediately



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Industrial Safety

We want zero harm: everyone who comes to work on our site should go home as fit and well as when they arrived. We all have a part to play in ensuring that this is the case. You are expected to:

- be responsible for your own safety and for the safety of others
- report any safety issues however minor to your supervisor
- ensure that, when setting people to work, the work is properly planned, risk assessed, and that a suitable pre-job briefing has been given. Where practicable, “plan out” risks
- understand the requirements of any method statement or risk assessment before starting work
- make sure that all plant and equipment is free from obvious defects before use (and within test date, if applicable)
- keep the work area clean and tidy, returning items to their storage location after use
- complete a Point of Work Safety Assessment (POWSA) according to instructions given by your supervisor and take time out for personal safety
- avoid the potential for contact with moving vehicles
- use all equipment and plant responsibly, report all defects promptly and refrain from using defective equipment

When using chemicals:

- make sure any chemicals needed have been approved
- follow all precautions specified on the labels and by control of substances Hazardous to Health (COSHH) assessments
- before starting, know what to do in the event of a spillage

Electricity at both low and high voltages can be dangerous:

- never interfere with safety devices or isolation points
- always confirm that you have identified the intended item of equipment before starting work
- always prove conductors are not live before touching

If you are involved in work at height:

- try to avoid it by design and planning if possible
- use platforms with adequate barriers and safe access
- do not climb over or through any barriers
- ensure that any fall arrest equipment is of the correct type, as specified
- ensure your work area and the area below it is appropriately barriered off
- tether tools to prevent items falling
- ensure all equipment on platforms and staging is appropriately stored



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In order to prevent slips, trips and falls:

- ensure all spills are cleared up promptly
- keep your work area clean and tidy
- do not read papers and documents while walking
- hold the handrail whilst ascending/descending stairs
- do not use mobile phones or personal music systems when moving around the site

When moving around on site, be aware of changed physical conditions and the new hazards this may present:

- be prepared for failed lighting – carry a torch
- look out for loose items which may fall
- look out for water, oil or chemical leaks
- recognise that plant may not always function as intended

STOP, THINK, ACT, REVIEW (STAR)

Environment

Protecting the environment is a key aim of our project. Minimising the impact of our activities on the environment must be a part of every decision we take.

You are expected to embrace the sustainability goals of the project and :

- know the correct procedures and places to dispose of different kinds of waste
- segregate hazardous and special waste and dispose of it correctly
- minimise the amount of packaging and other unnecessary items taken into controlled areas
- store oils and chemicals in the correct areas, ensuring that the risk of spillage is minimised
- dispose of oils and chemicals via the correct routes, not down drains, and seek advice if necessary
- reduce the use of resources where appropriate (including electricity, water, paper etc) and also reduce travel where practicable
- re-use items and materials where it is appropriate and safe to do so
- report environmental problems and events promptly
- dispose of waste as soon as possible after completion of work
- minimise discharges to the environment

Fire Safety

The risk of fire is always present but in many cases, simple and common sense precautions are all that are needed to prevent a fire from starting. Knowing how to respond in a fire can save lives.



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You are expected to:

- know how to raise the alarm
- be familiar with the escape routes and evacuation procedures
- keep escape routes free from obstruction
- keep stairwells free from combustible material
- keep all fire doors closed and not to run hoses, cables etc through them
- ensure work areas are free from uncontrolled fire ignition sources
- control and minimise the storage of combustible material
- clean up spills of oils and combustible liquids
- report any deficiencies in barriers, doors, signage, protection equipment and detection devices
- use fire extinguishers only if it is safe and you are trained to do so
- never light fires anywhere on site
- smoke only in designated area

When staying in a hotel overnight, you should always:

- ensure you note and check the escape route from your bedroom
- know where to muster



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Office Safety

Although working in an office may be considered relatively safe, office workers face a range of occupational hazards that include muscular-skeletal disorders, repetitive strain injury, headaches, discomfort, trips, falls and manual handling injuries.

You are expected to:

- keep workstations tidy and ensure walkways are free from obstructions
- ensure that all electrical equipment that you use is PAT tested
- follow instructions when using electrical equipment, for example, when carrying out activities such as clearing paper jams from photocopiers
- be familiar with the requirements for assessing work-stations and Display Screen Equipment (DSE)
- assess the risks posed by lifting and carrying objects before you lift them
- use the hand rail when ascending and descending stairs
- use a lift for travel between floors when carrying heavy or cumbersome items, hot drink(s) etc
- be vigilant about the condition of stairs, handrails, carpets and floors and the potential for slips, trips and falls
- ensure that storage shelves are not overloaded and heavy items are placed low down
- follow the lone working arrangements where appropriate
- be familiar with emergency alarms and evacuation procedures
- know where to go for first aid
- keep combustible materials and clothing away from heaters
- use steps or podium platforms to access items stored at height

Off-Site Conduct

Our conduct in the community is of the highest importance. You are expected to:

- be responsible for your safety and the safety of others
- be ambassadors for the project through your behaviour and actions when in the community, including in the use of social media
- refrain from anti-social behaviour, discriminatory behaviour or harassment
- ensure that your private rented accommodation is maintained in a tidy state with the proper disposal of rubbish
- ensure that personal noise levels are appropriate to the time of day and location
- ensure no damage of any kind is caused to property within the community
- refrain from use of unlawful drugs
- refrain from poor behaviour resulting from excessive alcohol
- respect speed limits and be aware of other road users, agricultural vehicles and livestock



Falling Short of our Standards & Expectations

Our project requires high standards and our emphasis is on learning, supporting and continuously improving as a way to meet and exceed these standards.

Sometimes, it may be necessary to invoke the disciplinary or performance support procedures to ensure that every individual measures up to these standards. If there are repeated instances of falling short of expectations, there may be no remaining option but to end the individual's employment.

The following list sets out examples of misconduct which could lead to dismissal.

Examples of Misconduct

- a) Unauthorised use or possession of the Client's or the Employer's property (including intellectual property)
- b) Theft
- c) Assault
- d) Being charged with a criminal offence rendering the individual unsuitable to carry out their work or where the penalty imposed by a court of law for any offence makes it impracticable to continue with the employment
- e) Any unlawful behaviour
- f) Failure or refusal to comply with a supervisor's instruction
- g) Disrespectful behaviour towards a supervisor
- h) Indecency
- i) Being unfit for work due to the use of influence of alcohol or illicit drugs, possessing or supplying illicit drugs at work, refusing to co-operate with the company's drugs and alcohol testing and monitoring arrangements, or producing declared positive drugs or alcohol test results
- j) Fraud or attempted fraud, including dishonesty in such matters as completing time sheets, expense forms, sickness forms or in the use of time recording systems
- k) Unauthorised absence without due cause or persistent bad time keeping
- l) Misusing a site security pass, including tampering with a pass or allowing another person to use a pass
- m) Negligence in performing work or deliberate misuse of the Client's or the Employer's equipment or property
- n) Unauthorised disclosure or use of project information, in particular that which the Client or Employer considers to be confidential
- o) Misuse of data or other breaches of the data protection policy
- p) Undertaking paid work detrimental to, or in conflict with, the interests of the project
- q) Accepting gifts from any person or organisation undertaking or seeking business with the project unless properly declared and approved by the Employer
- r) Holding and failing to declare a pecuniary, personal or family interest in matters of official business (including any transaction, contract or appointment) or which could affect an employee's impartiality of judgement
- s) Failing to comply with safety rules and requirements (including site licence conditions), failing to report significant events, or any conduct likely to result, or actually resulting, in damage to property, injury to persons or neglect of personal safety

- t) Failing or refusing to wear personal protective equipment or clothing required by the Supervisor
- u) Eating, smoking or drinking in controlled areas
- v) Driving dangerously
- w) Misusing the Client's or the Employer's IT facilities, including possessing or using unauthorised or seeking to circumvent information security requirements
- x) Harassment, bullying or other disrespectful actions, including those which constitute discrimination on grounds of gender, race, religion, disability or sexual orientation
- y) Abuse of site facilities
- z) Any other misconduct judged by the Client or Employer to be of similar gravity to the examples quoted above

Serious instances of such misconduct could constitute gross misconduct in which circumstances summary dismissal is the likely outcome.

Examples of behaviour that will be considered gross misconduct, whether on site or in the local community, are:

- violence (whether actual or threatened);
- vandalism;
- bullying or abusive behaviour; or
- theft or fraud.

This list of examples of gross misconduct is not intended to be exhaustive.

Wilful breach of site rules, especially those relating to safety, security or the environment, may also constitute gross misconduct.

Declaration

I agree to comply with the NNB (HPC) Genco Ltd Standards and Expectations of Conduct. I understand that misconduct is subject to disciplinary action and potential dismissal.

Signature:



NOT PROTECTIVELY MARKED

Appendix 14. DISCIPLINARY PROCEDURE

Introduction

1. Workers on site are required to conduct themselves properly, in accordance with the Standards and Expectations document (Appendix 13). Supervisors should make workers aware of any shortcomings in their conduct and, wherever reasonably possible, seek to address them informally.
2. However, where the employer believes that misconduct requires formal action, the following procedure will apply.

Timescales

3. Disciplinary matters should be addressed as quickly as reasonably possible. The procedure includes time limits which should be adhered to unless practical difficulties determine otherwise.

Representation

4. A worker is entitled to be represented by their Union or a work colleague at every stage of the formal procedure or at any meeting likely to be followed by formal proceedings. A union representative or work colleague in these circumstances will have the same role as a companion under the ACAS Code of Practice.

FORMAL PROCEDURE

Suspension

5. A worker may be suspended from duty with pay where the employer considers any alleged misconduct to be incompatible with the worker remaining on site or where suspension would facilitate the investigation. In such cases, a Stage 1 hearing will be held within 7 working days.

Investigation

6. The employer will carry out an investigation into any formal allegation of misconduct by collecting the facts surrounding the allegation in a thorough and impartial way. The Investigating Officer will be a different individual from the immediate supervisor and from the Management Official in any subsequent hearing, unless agreed otherwise by the Employer and the worker.

Formal Allegation of Misconduct

7. Where the employer decides to proceed to a Stage 1 hearing, having conducted a thorough investigation, the worker will be informed of this decision and provided with details of the formal allegation in writing, together with the supporting evidence. The worker will be notified in writing within 4 working days of the formal allegation and about the Stage 1 hearing arrangements. This hearing will take place within 10 working days of the date of this formal notification.



Stage 1 Hearing

8. The management official appointed to conduct the hearing will outline the alleged misconduct and the evidence gathered. The worker will be invited to state their case. General questioning will then be allowed. The management official will adjourn the hearing at any stage where to do so supports procedural fairness; e.g. in response to a reasonable request by one or more of the parties for time to consult or to consider their findings having heard the evidence.
9. The management official will conclude whether or not the allegation of misconduct is upheld and confirm the outcome in writing within 3 working days. If the allegation is upheld, this notification will also specify: any resulting permitted penalty; the likely consequences of further misconduct; and the appeal process.

Stage 2 Appeal

10. An appeal may be made against the Stage 1 finding and/or the penalty applied. It must be made in writing within 5 working days of the Stage 1 notification, specifying the grounds on which it is being made.
11. The employer will appoint their most senior manager on site to chair any appeal. The Stage 2 appeal will be held within 10 working days of the notice of appeal. The appellant and the Stage 1 management official will be invited to the appeal.
12. The Stage 2 appeal chair will have the power to change the finding or to revoke, confirm or reduce the penalty applied at Stage 1. The outcome will be notified in writing to the parties within 3 working days of the appeal hearing.



Stage 3 Final Appeal⁴

13. If the outcome of the Stage 2 appeal is dismissal, with or without notice, the worker may appeal to the Final Appeals Body. The appeal must be made in writing within 5 working days of the Stage 2 notification, specifying the grounds on which it is being made.
14. The Final Appeals Body will be chaired by a Senior Executive appointed by the Client. The Chair will be accompanied by a Union Assessor and an Employer Assessor appointed by the Joint Project Board. The Assessors will not be appointed from the Union or Employer involved in the case.
15. The Final Appeals Body will have the power to revoke, confirm or vary the penalty. The outcome will be notified in writing to the parties within 3 working days of the appeal hearing and will be final and binding on them all.

Permitted Penalties

16. Written Warning: to be held on the worker's personal record for a specified time up to 6 months.
17. Final Warning: stating that any further misconduct of a similar nature is highly likely to lead to dismissal, to be held on the worker's personal record for up to 12 months.
18. Dismissal: with or without notice. Dismissal without notice will be applicable to instances of gross misconduct, as outlined in the Standards and Expectations document.

⁴ Refer to Clarification Document No. 10, which can be found in Appendix 18



NOT PROTECTIVELY MARKED

Appendix 15. GRIEVANCE PROCEDURE

Introduction

1. The purpose of this procedure is to enable individual workers on site who wish to raise matters of concern or grievances to have their concerns addressed in a transparent, fair and reasonable manner. All parties are committed to resolving grievances informally, as quickly as possible and at the lowest practical organisational level. Workers and supervisors should therefore, wherever possible, resolve problems as part of normal day-to-day working relationships.
2. If it is not possible to resolve matters on this basis, the formal grievance procedure should be applied.
3. No industrial action will be contemplated unless and until all stages of the grievance and collective differences procedures have been fully exhausted.

Timescales

4. Grievances should be addressed as quickly as reasonably possible. The procedure includes time limits which should be adhered to unless practical difficulties determine otherwise.

Representation

5. A worker is entitled to be represented by their Union at every stage of the formal procedure.

Stage 1

6. The formal procedure is invoked by the worker setting out their grievance in writing to their supervisor. (Where the grievance relates to the Supervisor, it may be submitted to another employer representative; e.g. the Line Manager of the Supervisor in question). The supervisor will within 5 working days respond in writing with an invitation to a formal hearing. This hearing should normally take place within 5 working days of this invitation being issued. The employer concerned will appoint a management official to conduct the hearing. At the hearing, the worker will have the opportunity to state their case. General questioning will then be allowed. The management official will adjourn the hearing at any stage where to do so supports procedural fairness; e.g. in response to a reasonable request by one or more of the parties for time to consult or to consider their findings having heard the evidence.
7. The management official will communicate the outcome in writing within 5 working days.

Stage 2

8. If the worker does not accept the outcome, they may notify the management official that they wish to appeal the decision. This notification should be made within 5 working days of the Stage 1 outcome being confirmed and should state the grounds on which this appeal is being made.



9. The employer will appoint his most senior manager on site to conduct the appeal. The Stage 2 hearing will be held within 10 working days of the notice of review. The worker and the Stage 1 management official will be invited to the appeal.
10. The Stage 2 review officer will notify the parties of the outcome of the appeal in writing within 3 working days of the review hearing.

Stage 3

11. If the worker does not accept the outcome of the Stage 2 appeal, they may notify the Stage 2 review officer that they wish the matter to be reviewed again. This notification should be made within 5 working days of the Stage 2 notification, specifying the grounds on which this request is being made. Where appropriate, the matter may be referred on to Stage 2 of the Collective Differences Procedure.



NOT PROTECTIVELY MARKED

Appendix 16. PERFORMANCE SUPPORT PROCEDURE

Introduction

1. The Social Covenant sets an expectation of high standards of work performance, and this expectation is reflected in the Standards and Expectations document. The purpose of this procedure is to enable the development of workers and supervisors to meet the high standards required: the intention is to provide the structure to support performance improvement and development of individuals in the first instance, ensuring that individuals are given clear, honest and unambiguous feedback.
2. Workers should have regular performance reviews with their Supervisor, as appropriate, to provide opportunities for structured skills and career development. Where a worker has skills or performance problems, the Supervisor should take early and positive steps as part of the normal day-to-day working relationship to establish the reasons and help them with the support required to resolve the problem. If the problem is not resolved in a reasonable timescale, the formal procedure should be invoked. At all stages of the procedure, the employer should take a supportive approach with a view to resolving the problem satisfactorily.

Timescales

3. The procedure includes time limits which should be adhered to unless practical difficulties determine otherwise.

Representation

4. A worker is entitled to be represented by their Union representative at every stage of the formal procedure or at any meeting likely to be followed by formal proceedings.

Stage 1 Interview

5. The supervisor will invite the worker to a formal interview to specify, with examples, the performance problem and the shortfall from the expected standard. The worker or their Union representative will be given the opportunity to highlight any relevant factors contributing to the problem. The supervisor, in consultation with the worker, will set out an action plan, including appropriate training or other support, and a timescale for improvement. The outcome will be notified to the worker within 5 working days of the interview.

Stage 2 Review

6. The supervisor will arrange a review meeting with the worker when the timescale for improvement has elapsed. If the required performance improvements have not been made, the supervisor may set a further action plan and timescale for improvement. In these circumstances, the outcome will be notified to the worker within 5 working days of the interview.



Stage 3 Further Review

7. If the performance improvements required under Stage 2 have not been made, the employer will appoint his most senior manager on site to conduct a further review. The reviewing manager will determine one of the following actions.
 - A further improvement plan and timescale, including appropriate training or other support.
 - Transfer to another role at the same or at a lower grade, with the associated remuneration.
 - Dismissal with notice.
8. In these circumstances, the outcome will be notified in writing to the parties within 3 working days of the review hearing.

Stage 4 Final Appeal

9. If the Stage 3 outcome is transfer to another role or dismissal, the worker may appeal to the Final Appeals Body. The appeal must be made in writing within 5 working days of the Stage 3 notification, specifying the grounds on which it is being made.
10. The Final Appeals Body hearing will be chaired by a Senior Executive appointed by the Client. The Chair will be accompanied by a Union Assessor and an Employer Assessor appointed by the Site Joint Project Board. The Assessors will not be appointed from the Trade Union or Employer involved in the case.
11. The Final Appeals Body will have the power to revoke, confirm or reduce the Stage 2 decision. The outcome will be notified in writing to the parties within 3 working days of the appeal hearing and will be final and binding on them all.



NOT PROTECTIVELY MARKED

Appendix 17. CORONAVIRUS (COVID-19) PANDEMIC 2020: SPECIAL PROVISIONS

Preamble

1. For the exceptional circumstances of the coronavirus pandemic of 2020, the parties have agreed the following special provisions. These provisions are based on the parties' current understanding of the Government's Coronavirus Job Retention Scheme (CJRS).⁵ Given the rapidly evolving interpretation of the CJRS, the parties will keep these special provisions under review, with a formal review to be conducted on a three weekly basis. They will remain in place for the duration of the CJRS, unless agreed otherwise: they are temporary. On termination of the CJRS, they will be rescinded and contracts of employment will revert to the terms applying prior to these special provisions taking effect.

Furloughing

2. Where the work programme of a Tier 1 contractor⁶ has been reduced as a consequence of the coronavirus pandemic, furloughing of workers under the CJRS may be the most appropriate response.
3. In this event, the Tier 1 contractor must consult Trade Union representatives in the appropriate LJC. Relevant information must be provided to the LJC to enable effective consultation to take place. This information should include:
 - a. the reasons why furloughing is being proposed;
 - b. any alternative options that may have been considered;
 - c. the arrangements for furloughing, including payments⁷ and pension contributions⁸; and
 - d. where furloughing is proposed on a selective basis, the process for deciding which workers are to be furloughed and which workers are to continue working⁹.
4. The Parties accept that furloughing decisions may need to be taken quickly. Consultation must be undertaken in good faith, with a view to reaching agreement, even where timescales are short.

⁵ The CJRS only applies to workers on PAYE as of 28 February 2020.

⁶ For the avoidance of doubt, Tier 1 contractors are responsible for ensuring that these special provisions flow down to every tier of sub-contractor within their area of operation, where their work programmes are within scope of the HPC Agreements. This is a core principle of the HPC Agreements as a whole.

⁷ Under the CJRS, pay during furlough is based on 80% of normal pay up to a cap of £2500 gross per month. It will be open to the parties to negotiate an increase in the maximum payment; e.g. to top-up of the 20% shortfall and/or to increase the cap. For workers with variable earnings, normal pay under the scheme is based on average earnings during the 2019-20 tax year: for workers with less than 12 months' continuous service, it is based on average earnings from their start date.

⁸ Employer and employee pension contributions will continue to be made during a furlough period in accordance with the applicable sector agreement. Pension contribution rates will be applied to furlough pay where this is less than base pay for base hours of work.

⁹ "High risk" workers (e.g. shielded workers) will be given priority in any furloughing selection decisions. Selection for furlough will operate on a fair and transparent process, based on practical grounds, including a volunteers first approach, priority for those in a "high risk" category; those with underlying health conditions and with family member in vulnerable groups, or other compelling arguments.



5. Following such consultation, the Tier 1 contractor may seek to furlough the relevant workers. Respectful dialogue with the individuals will be required in the process of making furloughing decisions.
6. Holiday entitlements will continue to accrue during any furlough period. A Tier 1 contractor may require workers to take holiday accruing during furlough as part of the furlough period. Otherwise, any untaken holiday may be carried over into the following two leave years, in accordance with the CJRS¹⁰.

Intermittent Furloughing

7. The Parties regard intermittent furloughing as a potentially legitimate arrangement, provided that it complies with the CJRS. This may be a good way of sharing the reduced work programme on an equitable basis; e.g. groups of workers may alternate work and furlough periods, three weeks on, followed by three weeks off.

Travel Allowances during Furlough Periods

8. Workers who live away from home to work on site, and who are eligible for travel and accommodation allowances under the relevant sector agreement, will also be eligible for periodic travel payments when travelling between home and site before and after any furlough period.

Application of Sick Pay

9. Workers who are not on furlough will be deemed eligible for sick pay under the applicable sector agreement if they are self-isolating because of coronavirus.

¹⁰ The employer concerned will give workers appropriate notice of any requirement to take holiday. Holiday pay should be calculated in accordance with the applicable sector agreement. In assessing average pay for holiday pay purposes, any furlough period will be neutral in the calculation.

NOT PROTECTIVELY MARKED

Appendix 18. CLARIFICATIONS

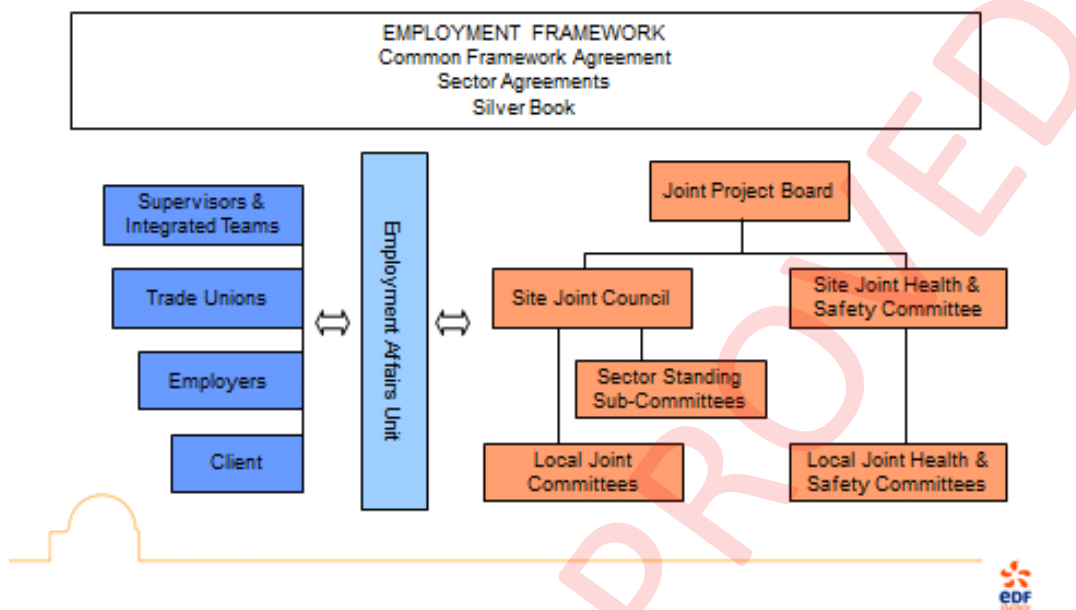
Note: To open embedded documents below, please request the MSWord native file format of this CFA document: UKX-NNBPCP-XX-000-COD-001039 from the Project Manager.

Ref	CLARIFICATION TITLE	ITEM
1	Clarification - Site Management of Adverse Weather Situations Sep 2019	 1 - Clarification document - Site Ma
2	Clarification - Scope Clarification Nov 2019	 2 - Clarification document - Scope C
3	Clarification - Short Duration Work Agreement Application Nov 2019	 3 - Clarification document - Short D
4	Clarification - Traffic Marshall CESA Agreement Grading Nov 2019	 4 - Clarification document - Traffic M
5	Clarification - Renewal of Skills Cards; CSCS CCNSG ACE Nov 2019	 5 - Clarification document - Renewa
6	Clarification - Holiday entitlement January 2025	 6 - Clarification document - Holiday.
7	Clarification - COVID-19 Sickness Payments Mar 2020	 7 -Clarification document - COVID-
8	Clarification - COVID-19 Lay-Off Payment Mar 2020	 8 - Clarification document - COVID-
9	Clarification - COVID-19 Pandemic 2020 Special Provisions; Intermittent Furloughing Apr 2020	 9 - Clarification document - COVID-
10	Clarification - Stage 3 Appeal	 10 - Clarification document - Stage 3

11	Clarification – Non UK Contractors working under HPC Collective Agreements	 11 - Clarification Document - Non UK
12	Clarification – Role Scaffold Inspector	 12 - Clarification Document - Role Sc
13	Clarification – Determination of a Full Standard Class Rail Fair REVISED Aug 22 WITHDRAWN	 Clarification Document 13 - Dete
14	Clarification – HPC Park & Ride – Walk & Ride Centres – Applicable Bus Allowance	 14 - Clarification document - HPC Par
15	Clarification – HPC Workforce Movement Policy	 Clarification Document 15 - Worl
16	Clarification – HPC Sympathy Stoppage Arrangements	 16 - Clarification Document - HPC Syr
17	Clarification – Periodic Travel Arrangements	 17 - Clarification Document - Periodic
18	Clarification – BUPA Provision JIB Registered Contractors	 18 - Clarification Document - BUPA pi
19	Clarification – ECSA Rail Fares	 19 - Clarification Document - ECSA R

HPC Common Framework Agreement – Industrial Relations Governance Structure

**Hinkley Point C
Industrial Relations Governance Structure**



SIGNATURES OF AGREEMENT

CLIENT

Signature:

Name:

For and on behalf of NNB Generation Company (HPC) Limited

DATE:

UNIONS

Signature:

Name:

For and on behalf of the GMB

DATE:

Signature:

Name:

For and on behalf of Prospect

DATE:

Signature:

Name:

For and on behalf of UNITE

DATE:



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