

NNB GENERATION COMPANY (HPC) LTD

CONTRACT BASELINE DOCUMENT

HPC CIVIL ENGINEERING SECTOR AGREEMENT (CESA) 2023

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APPROVAL: HPC CIVIL ENGINEERING SECTOR AGREEMENT 2023

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TABLE OF CONTENTS

1	INTRODUCTION.....	4
2	PREAMBLE.....	5
3	SOCIAL COVENANT	6
4	TERMS AND CONDITIONS OF EMPLOYMENT.....	7
5	JOB STRUCTURE.....	8
6	REWARD.....	9
7	OVERTIME	10
8	SHIFT AND NIGHT WORKING ALLOWANCES	10
9	HINKLEY POINT C MILESTONE BONUS SCHEME	10
10	MILESTONE BONUS SCHEME CONDITIONS	11
11	PENSIONS.....	12
12	PAY REVIEW MECHANISM	12
13	TRAVEL AND ACCOMMODATION ALLOWANCES.....	12
14	SICK PAY AND WELFARE SCHEMES.....	13
15	WORKING HOURS	13
16	REST BREAKS	13
17	HOLIDAYS.....	13
18	NO DETRIMENT.....	14
19	SAFETY AND QUALITY CULTURE AWARENESS.....	14
20	PRODUCTIVITY	14
21	SKILLS DEVELOPMENT	14
22	KEY POINTS FROM THE COMMON FRAMEWORK AGREEMENT.....	16
	APPENDIX 1: TRAVEL AND ACCOMMODATION ALLOWANCES.....	18
	APPENDIX 2: SICK PAY AND WELFARE SCHEMES	24
	APPENDIX 3: REDUNDANCY READY RECKONER	25
	APPENDIX 4: BEREAVEMENT LEAVE	26
	APPENDIX 5: GUIDELINES FOR PAYING RESPECT ON THE DEATH OF A FELLOW WORKER.....	27

INTRODUCTION

1. This agreement (the Civil Engineering Sector Agreement - CESA) is made between:
 - NNB Generation Company (HPC) Limited (the Client);
 - the Tier 1 Contractors¹; and
 - the Trade Unions (GMB, and Unite - the Unions).
2. The Unions are the only Unions recognised on the Hinkley Point C construction site (HPC) by the Client and the Tier 1 Contractors in respect of civil engineering work.
3. This agreement will come into effect on the mobilisation date of the main civil engineering contractor.
4. This agreement will apply to every tier of contractor engaged on the project and their workforces: each Tier 1 Contractor is responsible for ensuring that their sub-contractors meet this requirement.
5. This agreement, 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 Tier 1 Contractors to give full effect to its provisions.
6. The parties accept that this agreement has been made to cover the entire HPC construction period and that there will be no further economic claims during this period

¹ The Tier 1 contractors include: BYLOR & Kier Bam

1 PREAMBLE

7. The Client's nuclear new build programme is the most significant UK infrastructure investment in decades. To facilitate the success of its investment, the Client wishes to construct this programme around "best practice working arrangements" and a genuine approach of "respect for people" at all levels.
8. All parties believe that the Construction Industry Joint Council Working Rule Agreement (CIJC WRA) needs to be supplemented by project-specific enhancements which provide for:
- improved terms and conditions of employment;
 - enhanced status for the civil engineering workforce;
 - strengthened structured relationships with civil engineering trade union representatives; and
 - a clear link from these enhancements to improved safety, quality and productive performance and harmonious industrial relations.

This agreement delivers these enhancements.

9. The intention of all our project collective agreements is to remove excuses for failure and to provide a framework of employment provision which promotes positive team working by all people involved within an interesting and fulfilling working environment. They also provide for social partnership and close working relationships between the parties.
10. Enshrined within our project collective agreements is the concept of a Social Covenant to provide the basic ethos of our project and a "benchmark" for working relationships and project industrial relations.

2 SOCIAL COVENANT

11. The Social Covenant is reproduced here to underline its importance in our project.
12. 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 proposed Nuclear New Build Programme, it provides a great opportunity to achieve a step-change in the capability of the UK engineering and construction sectors. It is our collective desire for the HPC project to be the launch pad and an exemplar for future nuclear new build projects in the UK.
13. We see a close social partnership between the Client, contractors and the Unions as a fundamental pre-requisite for the success of Hinkley Point C 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.
14. Our guiding principles, as outlined in the Social Covenant, are as follows.
 - a. The highest obtainable health, safety and welfare performance at the site, including the provision of an occupational healthcare scheme.
 - b. Respect for individuals of all identities and cultures.
 - c. A strong nuclear safety culture.
 - d. Safely meeting or beating the project schedule.
 - e. Effectively engaging with the workforce.
 - f. Maximising employment opportunities for people from the regional and UK population.
 - g. A project legacy of skills and capability, both locally and nationally.
 - h. Innovative and effective skills training and grade structures to maximise career progression opportunities.
 - i. ‘Best in Class’ employment terms and conditions.
 - j. ‘Best in Class’ welfare and site facilities.
 - k. An environmentally sensitive way of working.
 - l. Quality, efficient and productive performance which delivers ‘Right First Time, Every Time’.
 - m. Direct employment.²
 - n. Clear, fair and consistent site rules of conduct, and grievance and disciplinary procedures.
 - o. Structured social partnership to support a constructive working environment and high levels of Union membership.
 - p. Long term employment and job security.
 - q. Continuous improvement and flexibility in response to project requirements.

² “Direct employment” means employed by the appropriate employer under a contract of employment, with the associated income tax and class 1 NI status.

3 TERMS AND CONDITIONS OF EMPLOYMENT

15. The scope of workers covered by this agreement is the civil engineering workforce delivering HPC.³ Any clarification required regarding the relative scope of Hinkley Point C sector agreements will be provided by the Employment Affairs Unit, in consultation with the relevant parties⁴.
16. All workers within the scope of this Agreement will be directly employed by a Tier 1 Contractor or sub-contractor under a contract of employment⁵. The contract of employment will incorporate the terms and conditions set out in this Agreement. Any new labour supply sub-contractors must be approved by the Site Joint Council before mobilising any employees on site. No payroll companies, or any other organisations with an equivalent purpose, are to be used at HPC.
17. Employment on the site is conditional on the individual: holding the appropriate skills card⁶ for the job for which they have been engaged or a project passport; successfully passing through the appropriate stages of the employment brokerage process under the Employment Affairs Unit; and signing a written statement of employment particulars to confirm their acceptance of the terms of their contract of employment, including the requirement to comply with site procedures.
18. The Client and its contractors are committed to a fair and transparent recruitment policy. All parties to this agreement will actively ensure that the engagement of labour is based on the individual's ability to meet the needs of the project and the specific task for which they are recruited. All parties agree that it is not acceptable for any party to use or make any reference to any form of blacklist.
19. Prior to working on site, all workers will be required to complete the security clearance and site induction processes and to have the required safety (and, where appropriate, supervisory baseline) qualifications. Attendance at site induction will be paid at the normal hourly rate. At the completion of induction, workers will receive the full standard project PPE equipment from their employer and will receive further PPE equipment as is required.

³ Guidance on benchmark roles defining the scope of civil engineering trades under the CESA is set out in the Reward section of the HPC Silver Book, including guidance for employers on grading decisions.

⁴ Refer to Clarification Document No. 2, which can be found in the Common Framework Agreement

⁵ For guidance on the application of the agreements to Non-UK contractors refer to Clarification Document No. 11, which can be found in the Common Framework Agreement

⁶ The skills card is one way for contractors and the client to evidence that workers are suitably qualified and experienced ("SQEP") for the work which they undertake on site. All reasonable administrative costs associated with the acquisition of a skills card as part of the on boarding process or the renewal or upgrading of a skills card for an existing worker on site will be met by the appropriate employer. This principle applies to any skills card or the maintenance of any qualification (Continuing Professional Development) deemed necessary by the Client or the Tier 1 Contractor. Alternatively, the Client or the Tier 1 Contractor may require competence to be demonstrated by trade or skills testing. Refer to Clarification Document No. 5, which can be found in the Common Framework Agreement

20. The contractors' managers and supervisors must meet the minimum requirements of the site supervisory standard before being set to work on site.
21. It is the intention of all parties that workers will be: managed in a fair and socially just manner; treated with the dignity and respect; and provided with the highest possible level of reward. In return, workers will be expected to positively contribute to the project's success by: respecting managers, supervisors and project facilities; and working in accordance with the project ethos of high standards of safety (zero-harm), quality and productivity.

4 JOB STRUCTURE

22. To facilitate highly-productive working, full use of the following job structure will be made within integrated teams. Competence and qualification requirements will, wherever practicable, be based on national standards. Grading decisions will be made by Tier 1 Contractors on the basis of the level of the competence, duties and responsibilities required by the role.⁷ Tier 1 Contractors are required to consult the Client when making grading decisions to ensure consistent application of the CESA across the site.

- Working Supervisor 1-2
- Craft Worker 1-2
- Skilled Worker 1 - 4
- General Worker
- Adult Apprentice
- Traditional Apprentices

⁷ Guidance for Contractors on benchmark roles and grading are set out in the Reward section of the HPC Silver Book.

5 REWARD

Base Pay

23. Hourly rates of base pay with effect from 2 January 2023 are set out in the following reward table and will be reviewed on an annual basis using the mechanism specified in clauses 41 and 42 below. The next review is due to take effect from the first Monday in January 2024.

Reward Table

Grade	Base pay per hour (£)	Overtime Rate A per hour (£)	Overtime Rate B per hour (£)	Milestone Scheme Maximum (£) ⁸ (10% of base pay per hour)
Adult Grades				
Working Supervisor 1	24.06	36.09	48.12	2.41
Working Supervisor 2	23.21	34.82	46.42	2.32
Craft Worker 1	20.89	31.34	41.78	2.09
Craft Worker 2	20.16	30.24	40.32	2.02
Skilled Worker 1	17.34	26.01	34.68	1.73
Skilled Worker 2	16.52	24.78	33.04	1.65
Skilled Worker 3	15.47	23.21	30.94	1.55
Skilled Worker 4	14.65	21.98	29.30	1.47
General Worker	12.62	18.93	25.24	1.26
Adult Apprentice	Appropriate general or skilled worker rate, according to competence, qualifications and experience			
Traditional Apprentices				
Apprentice on completion	19.23	28.85	38.46	0.96
Apprentice Year 3 with VQ3	19.23	28.85	38.46	0.96
Apprentice Year 3 with VQ2	15.36	23.04	30.72	0.77
Apprentice Year 3 (without VQ2)	10.34	15.51	20.68	0.52
Apprentice Year 2	9.08	13.62	18.16	0.00
Apprentice Year 1	7.05	10.58	14.10	0.00

24. Craft workers and supervisors are expected to progress from Level 2 to Level 1 once all post-on-boarding competence and qualification requirements have been met and the worker has demonstrated their effectiveness in the role. This progression should normally

⁸ For apprentices on completion, or in year 3 with VQ 2 or 3, the milestone scheme maximum is 5% of base pay per hour. The milestone scheme is not applicable to apprentices in years 1 or 2.

be achieved within 6-12 months. The parties expect that eventually around 75% of these populations will meet the criteria for the higher rate, although no upper limits will apply.

25. The project skills development programme will support workers to extend their range of competence and to develop their careers; e.g. workers will be supported to progress from the General Worker grade with the majority entering the Skilled Worker grades within 6 months of being appointed to a General Worker role on site. However, the parties will respect the position of all workers who do not have the potential or the inclination to progress further.

26. HPC project policy is to meet the requirements of the Living Wage, as set by the Living Wage Foundation. This was set at £10.90 per hour outside of London on 2nd January 2023. The Living Wage does not apply to traditional apprentices. ⁹

6 OVERTIME¹⁰

27. The contractor may require overtime to be worked and the worker may not unreasonably refuse to work overtime. Overtime rates will be payable for hours worked above the 39 basic weekly working hours (as defined in clause 45). Normal working hours for overtime calculation purposes are: 8 hours per day on Mondays to Thursdays inclusive; and 7 hours on Fridays. Overtime rates are:

- Monday to Friday for the first 4 hours above normal working hours for the day - time and a half (Overtime Rate A) and thereafter at double time (Overtime Rate B);
- Saturdays for the first 4 hours - time and a half and thereafter at double time
- Sundays - double time until starting time on Monday morning.

7 SHIFT AND NIGHT WORKING ALLOWANCES

28. Shift and night allowances will apply where appropriate, based on the CIJC WRA¹¹.

8 HINKLEY POINT C MILESTONE BONUS SCHEME

29. A milestone bonus scheme will be applied, based on safe and quality delivery to plan of specified project milestones selected from the construction programme by the Tier 1 Contractor and agreed with the Client¹². Where project milestones are achieved on this basis, a milestone bonus payment of 10% of base pay for all hours worked will be payable

⁹ Traditional Apprentice rates should be uplifted, when required, to comply with the National Minimum Wage (NMW)

¹⁰ Refer to Section 4 of the CIJC WRA

¹¹ Refer to Sections 6 & 7 of the CIJC WRA

¹² A typical milestone bonus scheme may consist of weighted elements, for example; schedule 6%, safety LTI/RIDDOR 2% and quality RFQ 2%

to each worker. This scheme will be applied on an area basis to all workforce teams. Decisions about milestone bonus payments will be agreed between the Tier 1 contractor and the Site Construction Director.

30. Milestone bonus payments will be paid weekly or fortnightly (depending on payroll intervals) and one month in arrears, based on the milestones achieved. Eligibility for milestone bonus payments will be 2 months after the worker has begun work on the project. Accrued milestone bonus payments will be payable up to and including an individual's last day of employment under the CESA. (This means that during their first year of employment under the CESA, an individual will be eligible for 11 months of milestone bonus payments).
31. Milestone bonus payments where milestones are achieved are set out in the reward table.

9 MILESTONE BONUS SCHEME CONDITIONS

32. All workers are required to fully commit to the most effective possible productive performance in exchange for the milestone bonus scheme.
33. The arrangements and requirements of the scheme will be open, transparent and readily understandable by all workers.
34. All queries or issues arising from the application of the scheme must be raised in the first instance with the appropriate supervisor and, wherever practicable, resolved informally. The supervisor will normally respond to such approaches within 3 working days. If the issue is not satisfactorily resolved through this informal process, it may be referred by the worker into the project grievance procedure or, where appropriate, into the collective differences procedure.
35. If any unofficial industrial action is taken, then the employer has the right to withhold all milestone bonus payments in respect of the entire pay period during which such action has taken place. Any decision to withhold milestone bonus payments under this clause will only be taken following prior discussion with the appropriate Union FTO.

10 PENSIONS

36. Each worker will participate in a pension programme as a requirement under their contract of employment for the duration of their assignment on the Hinkley Point C project¹³. They will be enrolled into the defined contribution B&CE People's Pension Plan, or another employer-sponsored defined contribution pension scheme, subject to EAU assurance of any such alternative scheme. The JPB will receive regular reports on pension programmes at HPC, including outcomes from the EAU assurance process.
37. The minimum contributions under this pension arrangement will be 5% of base pay from the employer and 5% of base pay from the worker, in both cases in respect of the 39-hour basic working week (or pro-rata for those working less than 39 hours in the week).
38. Additional voluntary contributions above the minimum contributions specified above may be made by the worker without matching employer contributions, subject to HMRC regulations.
39. Subject to HMRC regulations, the Tier 1 Contractor will operate a salary sacrifice scheme in respect of employee pension contributions enabling the worker to save on National Insurance contributions.
40. This agreement is not intended to worsen a worker's employer-provided pension arrangement. If an individual believes that they have a more favourable pension arrangement, they may (subject to employer consent) elect to continue with this arrangement while engaged on the Hinkley Point C construction project, instead of taking up the pensions offering in this agreement.

11 PAY REVIEW MECHANISM

41. Base pay will be reviewed annually and increased by RPI. Revised rates will take effect from the first Monday of January.
42. The RPI figures used to calculate these increases will be the average of the monthly-published annualised percentage increases for the 12-month period up to and including the October immediately preceding the review date.

12 TRAVEL AND ACCOMMODATION ALLOWANCES

43. Travel and accommodation allowances replicate CIJC WRA and are set out in Appendix 1.¹⁴

¹³ Contributions should be made into the pension scheme for all employees regardless of age from the commencement of employment on the HPC Project

¹⁴ For further information regarding the allocation of, payment for and taking of periodic leave, refer to Clarification Document Nos 13 & 17 which can be found in the Common Framework Agreement

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13 SICK PAY AND WELFARE SCHEMES

44. Sick pay and benefit schemes are summarised in Appendix 2.

14 WORKING HOURS

45. The basic working week is 39 hours.

46. Work patterns will be determined in accordance with Clause 43 of the Common Framework Agreement (CFA).

47. It is a condition of employment that workers work the specified site hours.

15 REST BREAKS

48. Tea breaks and lunch breaks will be specified in consultation with workforce teams and, where appropriate, their Union representatives to provide for the most efficient taking of the breaks linked to the productivity and flexibility requirements of the project. Such breaks will not be specified at the start or the end of the work period.

49. The specified timescales for tea and lunch breaks will be strictly adhered to and complied with.

16 HOLIDAYS

50. The holiday entitlement of each worker is 22 days plus public/bank holidays.¹⁵

51. All holiday pay will be calculated and paid on the basis of average base pay, overtime premiums, milestone payments and the taxable elements of travel allowance over a reference period of the previous 52 weeks. Legitimate time off, including sickness absence, will be neutral in such calculations.

¹⁵ For variations to standard 5 day working patterns refer to Clarification Document No. 6, which can be found in the Common Framework Agreement

17 NO DETRIMENT

52. Workers with contracts of employment which are overall more favourable than the terms of this agreement may elect to retain them instead of taking up the terms of this agreement while engaged on HPC, subject to prior agreement with the EAU and Site Joint Council¹⁶. In these circumstances, the workers in question will remain part of the collective bargaining unit covered by this agreement and in all other respects, the CFA and the CESA will apply to them¹⁷.

18 SAFETY AND QUALITY CULTURE AWARENESS

53. All parties are committed to an on-going programme of safety and quality culture awareness. Contractors will ensure that appropriate training is given to all workers during the course of the project in support of this commitment.

19 PRODUCTIVITY

54. All parties are committed to maximising the productive working time of the project hours available, including bell-to-bell working.

20 SKILLS DEVELOPMENT

55. All parties will positively contribute to the success of the project's innovative training and skills development programmes.

56. The Client has a clear aspiration and responsibility to bring significant socio-economic benefit to both the regional and general UK population and to this end will agree with the Tier 1 Contractors and the Unions meaningful and significant numbers of both traditional apprentice and adult trainees for employment within the project workforce.

57. The Unions will, via their training, education and skills departments engage fully and actively in support of the project's training and career development programmes. The EAU will provide regular, comprehensive and transparent reports to the JPB on current and projected HPC traditional and adult apprentice programmes.

¹⁶ The parties envisage that this clause will apply on a limited basis. It must not be used to undermine the HPC Agreements. Examples of groups of workers to whom this clause may apply include: supervisors, tunnellers and associated specialist trades under the CESA. Individual cases where "no-detriment" applies are expected to be exceptional.

¹⁷ This clause does not in any way diminish the parties' joint commitment to providing employment and skills opportunities within the local region and the wider UK, in accordance with the Client's planning consent obligations. It does not imply any intention to recruit non-UK labour on terms and conditions that are inferior to those set out in this agreement.

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58. All parties fully recognise the need for a resurgent and much improved UK construction process and all agree to work jointly and harmoniously to effectively develop the innovative and radical project training and skills development programme.
59. Such a programme is designed to provide much-needed opportunity for UK local and regional people to join the project workforce, a new productive and successful approach to major UK construction projects and a lasting legacy of employment.
60. All parties are required to co-operate with and participate positively in the project training and skills development programmes; for example, by working together on the training of apprentices and adults who wish to enter the construction industry. The Unions will uphold the requirement for experienced craft workers to take responsibility for apprentices assigned to them (e.g. to act as mentors) as part of our obligation to meet the future resource needs of the industry. The Tier 1 Contractors have committed to the Client that they will train at least 500 trainees and apprentices during the period of the project. All parties will co-operate with the local training establishments (including Bridgwater College and the Cannington Construction Skills Centre) to ensure that training courses are tailored to the needs of the project.
61. All parties are committed to giving people in the local community every opportunity to work on HPC in all capacities and disciplines.

21 KEY POINTS FROM THE COMMON FRAMEWORK AGREEMENT

62. A redundancy payments scheme will operate as follows, subject to minimum redundancy payments equal to those derived from the statutory redundancy payments scheme¹⁸.

Months' continuous service (statutory definition)	Weeks' pay (statutory definition)
Up to 6	1
Between 6 and 12	2
Between 12 and 24	4
Over 24	6

63. If redundancies are contemplated by a contractor, they will, as soon as possible, notify the EAU and the Unions and commence consultation in line with statutory requirements. Establishing arrangements for collective consultation does not negate the obligation (legal and moral) on the contractor to undertake consultation with the individuals potentially affected. The first priority will be to maintain employment of the potentially affected individuals; for example, by using the re-brokering facility within the site employment brokerage. If redundancies are unavoidable, redundancy handling and selection will give priority to: supporting the individuals concerned; and to maintaining a balanced and productive workforce composed of employees whom management has assessed to have the skills and experience most needed to deliver the project productive pathway programme. Redundancy selection criteria and their application must be fair, reasonable and transparent. All individuals selected for redundancy after the initial consultation must have access to a fair appeals procedure.
64. Project welfare facilities will be located as efficiently as possible in relation to the respective project work faces, to provide for the most efficient access and egress to and from the workforce
65. The grievance, disputes and performance support procedures must be readily understood by the workforce, readily accessible to them and must be speedy and robust in dealing with and resolving issues of concern.
66. The need for successful completion of this key project is recognised and understood by the Unions and to this end it is agreed that no industrial action whatsoever will be countenanced until all stages of the collective differences procedure have been exhausted. The CFA provides a JPB final stage for any differences referred to it.
67. The Employment Affairs Unit (EAU) led by the Client will provide a “project compliance” structure to ensure that:

¹⁸ Refer to Redundancy Ready Reckoner in Appendix 3

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- collective agreements are properly applied by all Primary Contractors and subcontractors;
- effective and harmonious working arrangements are established and maintained; and
- disputes are avoided.

The Unions will have a close working relationship with the EAU. The EAU, acting on behalf of the JPB, will also oversee the operation of the grievance, disciplinary and performance support procedures, in full consultation with the contractors and Unions.

68. A project communications protocol will be developed to ensure well-managed workforce communications from the project joint bodies.
69. The Unions at national level will join with the designated Client and Tier 1 Contractor senior management representatives at the Joint Project Board - the Top Table Forum – as required under the JPB constitution. This body will provide oversight of the application of collective agreements on site and of the site industrial relations governance structure.
70. Each recognised Union will designate a FTO for the project and will provide the appropriate EAU representative with their name, credentials and contact details. Union FTOs wanting to visit the site will contact the appropriate EAU representative in advance to make appropriate arrangements.
71. The Unions will be granted all appropriate facilities required to represent and communicate with their members on the project. The Client and Tier 1 Contractors will supply to the Unions appropriate facilities so as to allow them to carry out their project-wide functions and responsibilities, as specified in the Facilities Agreement.
72. Union membership will be encouraged and all appropriate facilities as required in accordance with the ACAS Code of Practice will be provided by all contractors / suppliers. This will include a Union input to the induction process and the provision of check-off arrangements for members upon completion of the appropriate documentation. The Client, in close consultation with all contractors and the Unions, intends that every reasonable and practical measure will be taken to ensure the highest possible level of Union membership.
73. Shop stewards and safety representatives will be accredited to the individual contractor/supplier by the appropriate Union official designated with responsibility for the project and all appropriate facilities and co-operation will be provided to these representatives in accordance with the ACAS Code of Practice. Only those accredited shop stewards and safety representatives will be recognised and afforded facilities.
74. The site industrial relations machinery provides a structure of communications and consultation between the Client, all contractor/suppliers and union representatives.

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APPENDIX 1: TRAVEL AND ACCOMMODATION ALLOWANCES

Taxation of allowances

1. The allowances set out in this appendix follow the provisions of the CIJC WRA and apply to workers who work on site. The HMRC recognises the HPC Agreements as supplementary to the national construction working rule agreements. This is in the context of the HPC Agreements' policy of direct employment, with income tax and Class 1 National Insurance contributions deducted at source. The HPC Agreements do not permit the tax avoidance schemes that are otherwise prevalent in the UK construction industry, including bogus self-employment and the use of umbrella companies. Workers will be expected to provide and sign off information on forms provided by their employer and, where appropriate, to provide receipts. The purpose is to ensure that there is an audit trail to verify that allowances are paid legitimately and in compliance with HMRC expectations.

Accommodation Allowance

2. Where a worker and their employer agree (such agreement not to be unreasonably withheld) that the worker needs to live away from home to work on the site, they will either be paid an accommodation allowance or reimbursed reasonable accommodation expenses, as mutually agreed. Any worker whose travel time from home to the nearest project park and ride facility typically exceeds 1 hour will normally be expected to lodge and receive accommodation allowance. In circumstances approved (and periodically reviewed) by HMRC, accommodation allowance payments are tax-free. The current accommodation allowance (with effect from 9 January 2023) is £44.58 per night or £312.06 per week. Accommodation allowance will normally be paid weekly, other than where the working week is broken.
3. Accommodation allowance is not payable to a worker who is absent from work, except where: the absence is due to sickness; they meet the qualifying conditions for industry sick pay; and they need to remain in their local accommodation.
4. When a worker receiving accommodation allowance returns home for periodic leave, the allowance will be paid for the day on which they travel home from the site and for the day of the return journey.
5. Workers who, in between periods of holiday or periodic leave, remain in their lodgings and are available for work (e.g. at weekends) will retain their entitlement to full accommodation allowance.
6. If the employee is required to make a payment to retain their accommodation when it is not occupied and the employee is absent with permission, they will be paid a retainer payment, subject to providing appropriate evidence of expenditure. For public holidays and periodic

leave, the retainer will be £12.70 per day: for annual holidays and sickness absence, it will be £7.32 per day.¹⁹

¹⁹ Any retainer payments are directly linked to ECSA

Daily Travel Allowances

7. Workers are responsible for getting themselves to work and arriving on time.
8. Daily travel allowances, measured one way from home to site, are for travelling time and costs. They are set out in the travel allowance table below.
9. There are two forms of daily travel allowance:
 - i. bus allowance (taxable travel allowance) is payable to all CESA workers in respect of miles travelled to site on the project buses running from project-designated park and ride centres²⁰; and

HARMONISED BUS ALLOWANCES 2023 (between Park & Ride Centres and Site) effective from 9 January 2023		
Miles		(£ per day on site)
Over	Not over	Bus allowance
2	8	£0.00
8	11	£1.99
11	14	£3.96
14	17	£6.42
17	20	£8.41
20	25	£20.50
25	30	£23.22
30	35	£25.94
Over 35		£28.34

- ii. personal travel allowance (including both taxable and non-taxable travel allowances) is payable to local workers (i.e. workers who are not eligible for accommodation allowance)²¹ in respect of miles travelled from home to the nearest park and ride centre by the worker's own means. (The main park and ride centres are indicated on the site area map below).

²⁰ Refer to Clarification Document 14, which can be found in the Common Framework Agreement

²¹ Personal travel allowance is not payable to workers who receive accommodation allowance, unless: accommodation is not available within 10 miles of a main park and ride centre; and the contractor is satisfied that they are living as near to site as is reasonably achievable.

Distance(m)	Taxable	Non-taxable	Total
9	£1.20	£5.06	£6.26
10	£1.42	£5.47	£6.89
11	£1.64	£5.90	£7.54
12	£1.87	£6.31	£8.18
13	£2.09	£6.72	£8.81
14	£2.31	£7.14	£9.45
15	£2.54	£7.54	£10.08
16	£2.76	£7.95	£10.71
17	£2.98	£8.36	£11.34
18	£3.20	£8.77	£11.97
19	£3.43	£9.18	£12.61
20	£3.65	£9.54	£13.19
21	£3.87	£9.90	£13.77
22	£4.10	£10.24	£14.34
23	£4.32	£10.59	£14.91
24	£4.54	£10.96	£15.50
25	£4.78	£11.31	£16.09
26	£5.00	£11.66	£16.66
27	£5.22	£12.01	£17.23
28	£5.44	£12.37	£17.81
29	£5.66	£12.71	£18.37
30	£5.88	£13.05	£18.93
31	£6.10	£13.38	£19.48
32	£6.33	£13.71	£20.04
33	£6.55	£14.04	£20.59
34	£6.77	£14.35	£21.12
35	£7.00	£14.70	£21.70
36	£7.22	£15.03	£22.25
37	£7.44	£15.35	£22.79
38	£7.67	£15.68	£23.35
39	£7.90	£16.02	£23.92
40	£8.12	£16.35	£24.47
41	£8.34	£16.68	£25.02
42	£8.56	£17.00	£25.56
43	£8.78	£17.34	£26.12
44	£9.00	£17.68	£26.68

Distance(m)	Taxable	Non-taxable	Total
45	£9.23	£17.99	£27.22
46	£9.46	£18.32	£27.78
47	£9.68	£18.66	£28.34
48	£9.90	£18.99	£28.89
49	£10.12	£19.31	£29.43
50	£10.34	£19.65	£29.99

Hinkley Point C Site Area Map



 Park & Ride  Hinkley Point C Site Area

10. The distances used to calculate personal travel allowance will be measured by the fastest route option on the electronic RAC Route Planner.
11. Travel allowances will not be payable to: workers who are unavailable for work; or workers who arrive at work late or leave work early without the permission of their supervisor (such permission not to be unreasonably withheld).
12. Travel allowances are set (and periodically reviewed) by the CIJC and are subject to HMRC approval.

13. With effect from 7 January 2019, the CESA bus allowance was harmonised with ECSA bus allowance: in all other respects, travel allowances will continue to apply on the basis of CIJC arrangements.

Periodic Travel

14. Workers receiving accommodation allowance will be eligible for travel costs and travel time payments based on the CIJC WRA.²²
15. Workers receiving periodic travel expenses will also be paid travelling time at their base rate of pay for up to 8 hours per journey. Travelling time will be calculated on the following basis: one hour at the basic rate for the first 30 miles and a half hour for each subsequent 20 miles or part thereof of the journey one way. Distances for the purpose of this clause are measured by the fastest route option on the RAC Route Planner.²³

²²For clarification on the calculation of rail fares refer to Clarification Document No. 13 which can be found in the Common Framework Agreement

²³ For further information regarding the allocation of, payment for and taking of periodic leave, refer to Clarification Document 17 which can be found in the Common Framework Agreement

APPENDIX 2: SICK PAY AND WELFARE SCHEMES

- Employers are required to provide welfare benefits to the standard set out in the table below.

Industry Sick Pay (excluding first 7 days and payable for a maximum of 26 weeks in total) ²⁴	Benefit
	£145.30 per week wef 28 June 2022
Death Benefit	Effective 2 January 2023
Death in Service Benefit	£35,000 - # # - Cover extends to <u>6 months</u> after termination of employment – provided person is not working
Conditional Death Benefit	£50,000 - #
Accidental Death Benefit	£40,000
Personal Accident / Permanent & total Disability Benefit	
Loss of sight – one eye	£50,000
Loss of sight – two eyes	£100,000
Loss by amputation or permanent loss of use of:	
One limb	£50,000
Two or more limbs	£100,000
Big toe	£1,000
Any other toe	£500
Four fingers or a thumb	£2,000
Index fingers	£1,250
Any other finger	£750
Permanent disablement from resuming any occupation for remuneration or reward	£100,000

²⁴ Where a new period of incapacity lasting for eight or more consecutive days commences within eight weeks of a previous period of absence from work this shall be deemed to be a continuation of the previous period for the purposes of calculating waiting days before benefit becomes payable and also for the maximum period for which benefit will be paid

APPENDIX 3: REDUNDANCY READY RECKONER

HPC Agreement redundancy payments ready reckoner

Notes

- The statutory maximum of a week's pay for redundancy payment purposes is **£571** with effect from **6 April 2022**
- Subject to the statutory maximum, a week's pay includes base pay, overtime and any bonuses.
- Where pay is variable from week to week, an average of the previous 12 weeks' pay is used in the calculation.
- The HPC Sector Agreements provides for redundancy payments as set out in the table below.
- The HPC scheme provides more beneficial redundancy payments at the lower end of the service spectrum.
- Continuous service generally means uninterrupted service with your **current** employer.

Service (years)	≤ 26 weeks	≤ 52 weeks	≤ 2	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
18	1	2	4	6	6																	
19	1	2	4	6	6	6																
20	1	2	4	6	6	6	6															
21	1	2	4	6	6	6	6	6														
22	1	2	4	6	6	6	6	6	6													
23	1	2	4	6	6	6	6	6	6	6												
24	1	2	4	6	6	6	6	6	6	6	6											
25	1	2	4	6	6	6	6	6	6	6	6	6 1/2										
26	1	2	4	6	6	6	6	6	6	6	6 1/2	7	7 1/2									
27	1	2	4	6	6	6	6	6	6	6 1/2	7	7 1/2	8	8 1/2								
28	1	2	4	6	6	6	6	6	6 1/2	7	7 1/2	8	8 1/2	9	9 1/2							
29	1	2	4	6	6	6	6	6	7	7 1/2	8	8 1/2	9	9 1/2	10	10 1/2						
30	1	2	4	6	6	6	6	6	7	8	8 1/2	9	9 1/2	10	10 1/2	11	11 1/2					
31	1	2	4	6	6	6	6	6	7	8	9	9 1/2	10	10 1/2	11	11 1/2	12	12 1/2				
32	1	2	4	6	6	6	6	6	7	8	9	10	10 1/2	11	11 1/2	12	12 1/2	13	13 1/2			
33	1	2	4	6	6	6	6	6	7	8	9	10	11	11 1/2	12	12 1/2	13	13 1/2	14	14 1/2		
34	1	2	4	6	6	6	6	6	7	8	9	10	11	12	12 1/2	13	13 1/2	14	14 1/2	15	15 1/2	
35	1	2	4	6	6	6	6	6	7	8	9	10	11	12	13	13 1/2	14	14 1/2	15	15 1/2	16	16 1/2
36	1	2	4	6	6	6	6	6	7	8	9	10	11	12	13	14	14 1/2	15	15 1/2	16	16 1/2	17
37	1	2	4	6	6	6	6	6	7	8	9	10	11	12	13	14	15	15 1/2	16	16 1/2	17	17 1/2
38	1	2	4	6	6	6	6	6	7	8	9	10	11	12	13	14	15	16	16 1/2	17	17 1/2	18
39	1	2	4	6	6	6	6	6	7	8	9	10	11	12	13	14	15	16	17	17 1/2	18	18 1/2
40	1	2	4	6	6	6	6	6	7	8	9	10	11	12	13	14	15	16	17	18	18 1/2	19
41	1	2	4	6	6	6	6	6	7	8	9	10	11	12	13	14	15	16	18	18	19	19 1/2
42	1	2	4	6	6	6	6	6 1/2	7 1/2	8 1/2	9 1/2	10 1/2	11 1/2	12 1/2	13 1/2	14 1/2	15 1/2	16 1/2	17 1/2	18 1/2	19 1/2	20 1/2
43	1	2	4	6	6	6	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
44	1	2	4	6	6	6	6 1/2	7 1/2	8 1/2	9 1/2	10 1/2	11 1/2	12 1/2	13 1/2	14 1/2	15 1/2	16 1/2	17 1/2	18 1/2	19 1/2	20 1/2	21 1/2
45	1	2	4	6	6	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
46	1	2	4	6	6	6	7 1/2	8 1/2	9 1/2	10 1/2	11 1/2	12 1/2	13 1/2	14 1/2	15 1/2	16 1/2	17 1/2	18 1/2	19 1/2	20 1/2	21 1/2	22 1/2
47	1	2	4	6	6	6	7 1/2	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
48	1	2	4	6	6	6	7 1/2	9	10 1/2	11 1/2	12 1/2	13 1/2	14 1/2	15 1/2	16 1/2	17 1/2	18 1/2	19 1/2	20 1/2	21 1/2	22 1/2	23 1/2
49	1	2	4	6	6	6	7 1/2	9	10 1/2	12	13	14	15	16	17	18	19	20	21	22	23	24
50	1	2	4	6	6	6	7 1/2	9	10 1/2	12	13 1/2	14 1/2	15 1/2	16 1/2	17 1/2	18 1/2	19 1/2	20 1/2	21 1/2	22 1/2	23 1/2	24 1/2
51	1	2	4	6	6	6	7 1/2	9	10 1/2	12	13 1/2	15	16	17	18	19	20	21	22	23	24	25
52	1	2	4	6	6	6	7 1/2	9	10 1/2	12	13 1/2	15	16 1/2	17 1/2	18 1/2	19 1/2	20 1/2	21 1/2	22 1/2	23 1/2	24 1/2	25 1/2
53	1	2	4	6	6	6	7 1/2	9	10 1/2	12	13 1/2	15	16 1/2	18	19	20	21	22	23	24	25	26
54	1	2	4	6	6	6	7 1/2	9	10 1/2	12	13 1/2	15	16 1/2	18	19 1/2	20 1/2	21 1/2	22 1/2	23 1/2	24 1/2	25 1/2	26 1/2
55	1	2	4	6	6	6	7 1/2	9	10 1/2	12	13 1/2	15	16 1/2	18	19 1/2	21	22	23	24	25	26	27
56	1	2	4	6	6	6	7 1/2	9	10 1/2	12	13 1/2	15	16 1/2	18	19 1/2	21	22 1/2	23 1/2	24 1/2	25 1/2	26 1/2	27 1/2
57	1	2	4	6	6	6	7 1/2	9	10 1/2	12	13 1/2	15	16 1/2	18	19 1/2	21	22 1/2	24	25	26	27	28
58	1	2	4	6	6	6	7 1/2	9	10 1/2	12	13 1/2	15	16 1/2	18	19 1/2	21	22 1/2	24	25 1/2	26 1/2	27 1/2	28 1/2
59	1	2	4	6	6	6	7 1/2	9	10 1/2	12	13 1/2	15	16 1/2	18	19 1/2	21	22 1/2	24	25 1/2	27	28	29
60	1	2	4	6	6	6	7 1/2	9	10 1/2	12	13 1/2	15	16 1/2	18	19 1/2	21	22 1/2	24	25 1/2	27	28 1/2	29 1/2
61	1	2	4	6	6	6	7 1/2	9	10 1/2	12	13 1/2	15	16 1/2	18	19 1/2	21	22 1/2	24	25 1/2	27	28 1/2	30

APPENDIX 4: BEREAVEMENT LEAVE

1. As a guide, employers are encouraged to consider payment of basic rate during absence in respect of bereavement in accordance with the following scale.
2. In the event of the death of a spouse/partner or child and where the operative has the responsibility for dealing with the funeral arrangements up to five days paid leave may be granted.
3. In the event of the death of a parent or parent of spouse/partner and where the operative has responsibility for funeral arrangements up to three days may be granted.”

NOT PROTECTIVELY MARKED

APPENDIX 5: GUIDELINES FOR PAYING RESPECT ON THE DEATH OF A FELLOW WORKER²⁵

1. Contractors should be sensitive and supportive where workers wish to mark the death of a fellow worker. Guidelines applying in such circumstances are set out below. However, unauthorised stoppages of work in such circumstances are a breach of this agreement and of the contract of employment. Such actions would justify disciplinary action and the withholding of pay, bonuses and benefits (including widows' and widowers' benefits).
2. Appropriate ways of paying respect on the death of a work colleague are:
 - a two-minute silence, agreed and communicated through the appropriate LJC;
 - attendance of a small number of work colleagues at the funeral, with sympathetic consideration given by the contractor to granting them paid special leave for the purpose under Appendix 4; and/or
 - collection of donations for the dependants of the deceased.
3. In the event of a death on site, contractors will use their discretion sympathetically in granting permission for workers in the immediate vicinity to leave the site for the remainder of the work period without loss of pay and allowances.
4. In the event of the death of a former work colleague (i.e. one who, at the time of their death, was not engaged to work on the site) contractors will use their discretion sympathetically in granting holiday or unpaid leave to a small number of ex-colleagues to attend the funeral.
5. Currently the monies, subject to conditions, that are available to the next of kin are:
 - The 2023 HPC conditional death benefit £50,000 payable in the event of no unauthorised stoppage of work that extends 6 months from termination of employment provided the person is not working;
 - A workforce collection;
 - An employer matched contribution of the workforce collection up to £5,000;
 - A client matched contribution of the workforce collection up to £10,000;

²⁵ For further information regarding Sympathy Stoppages and their qualifying conditions, refer to Clarification Document 16 which can be found in the Common Framework Agreement