

HEATHROW AIRPORT LTD

THE TERMINAL 5 PROGRAMME



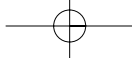
MAJOR PROJECTS AGREEMENT FORUM

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Supplementary Project Agreement under the
terms of the Major Projects Agreement



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1. INTRODUCTION

- 1.1 The Heathrow Airport Ltd. (HAL) Terminal 5 Programme, on behalf of BAA, is an outstanding opportunity to bring together large numbers of people from many industries and with many different skills into one large construction team, which will provide Heathrow Airport and the UK aviation industry with an exceptional facility. It is also a major opportunity to prove that the UK can deliver the transport infrastructure it needs.
- 1.2 The Terminal 5 Programme is determined to create a world-class extension to Heathrow Airport and do it in a world class way. It has challenged many conventional ways of doing things from how it buys its construction materials to determining what is required to create the right environment in which everyone can work safely and productively.
- 1.3 This Supplementary Project Agreement will play an essential part in setting and maintaining the high standards for the construction programme and will ensure that those who contribute to the Programme are valued, rewarded and recognised for their contribution.

2. PARTIES TO THE AGREEMENT

For the Trade Union

- Amicus

For the Employers

- AMEC
- Balfour Kilpatrick
- Crown House Engineering

All other Employers who have been or are subsequently appointed to work on the Terminal 5 Programme and whose

activities are within scope of the Major Projects Agreement (MPA) dated 6th February 2003 and this Supplementary Project Agreement (SPA) shall be required to apply the provisions of the MPA and this SPA in their entirety and such Employers shall be deemed to be signatories to this SPA.

3. STATUS OF THE SUPPLEMENTARY PROJECT AGREEMENT

- 3.1 HAL, as the Client for the Programme, has agreed that Terminal 5 will be Designated as a Major Project under the terms of the Major Projects Agreement.
- 3.2 This Supplementary Project Agreement (SPA) for the HAL Terminal 5 Programme was approved by the MPA Forum on 4th December 2003. The SPA is supplementary to the MPA and is subject to the authority of the Major Projects Agreement Forum. Any changes to the terms of the SPA shall be subject to agreement by the Parties and must be ratified by the Forum.
- 3.3 Both the terms of the Major Projects Agreement (MPA) and the terms of this Supplementary Project Agreement (SPA) are incorporated into the contract of employment of each employee for the duration of their period of employment on the HAL Terminal 5 Programme. Employers must ensure that employees formally accept this before they commence work on site and a copy of this Supplementary Project Agreement must be given to each employee.
- 3.4 The MPA and this SPA complement the collective agreements which are in place for each of the industry agreements, as follows:
 - The National Agreement for the Heating Ventilating Air Conditioning Piping and Domestic Engineering Industry;
 - The Joint Industry Board Agreements for the Electrical Contracting Industry;

- The Scottish Joint Industry Board Agreements for the Electrical Contracting Industry;
- The National Working Rules of the Joint Industry Board for Plumbing Mechanical Engineering Services.

3.5 Where the terms of the MPA and SPA replace specific terms of an industry agreement, the appropriate terms of the MPA and SPA apply for the duration of the individual's employment on the Terminal 5 Programme whilst the Programme is Designated.

4. OBJECTIVES

The Supplementary Project Agreement has been agreed to achieve the following objectives on the HAL Terminal 5 Programme:

- To establish and maintain an environment in which accidents and work-related ill-health are eliminated;
- To meet the needs of HAL by completing the Programme to time and within budget;
- To establish and maintain industrial relations stability on the Programme by providing an effective and pro-active industrial relations framework for all works within scope of the Agreement;
- To reward performance and productivity.

5. SCOPE OF THE AGREEMENT

- 5.1 The Agreement applies to all activities on Phase I of the T5 Programme which are within scope of the Major Projects Agreement.
- 5.2 The definition of the T5 Programme site parameters shall be the Principal T5 site, Area References API to AP29 inclusive and HSLC (Heathrow South Logistics Centre) as defined on drawing

number T5-DL-LS-80-405 entitled "Site access plan". In addition the Airside Road Tunnel forms part of the foregoing designation. Phase I is that defined above and excludes any future extensions eg T5C, BA and concessionaires fit-out.

6. DURATION OF THE AGREEMENT

- 6.1 The Agreement was approved by the MPA Forum on 4th December 2003.
- 6.2 Following substantial completion of Phase One, as defined in section 5, and verified by handover documentation, the parties, including HAL, will review the termination of the SPA.
- 6.3 Following agreement that the Agreement should be terminated, a request will be made to the MPA Forum. Three months' notice of the proposed termination should be given to the Forum.

7. TERMINAL 5 JOINT COUNCIL

The Terminal 5 Joint Council has been established in accordance with the provisions of Section 7.3 of the Major Projects Agreement and will operate within the terms set out in that Agreement. Details of its Constitution are included at Appendix I.

8. PERFORMANCE AND PRODUCTIVITY

- 8.1 MPPP as defined in Section 8.3, will only apply to Phase I of the T5 Programme.
- 8.2 Under the terms of the MPA, the General Principles within Section 9 of the Agreement will apply to all employers and employees, including the assessment of performance against Key Performance Indicators.
- 8.3 The MPA includes a Major Project Performance Payment (MPPP), which recognises the achievement of improved

performance and productivity by employees. The level of payment will be as set out in the MPA.

- 8.4 Payments under the MPPP Scheme are made for each hour worked but do not attract premium time payments.
- 8.5 The MPPP Scheme must comply with the terms of the MPA, Sections 9.3 - 9.8, in relation to this Scheme.
- 8.6 The Parties have agreed that all employers in scope to this SPA shall adopt the MPPP Scheme.
- 8.7 The MPPP scheme for the T5 Programme is outlined in Appendix 3 to this document.
- 8.8 Payments under the MPPP scheme are subject to the achievement of Normal Motivated performance under the terms of the MPA
- 8.9 All payments under the MPPP scheme are subject to regular measurement of the standard of productivity. The measurement process will be based on pre-determined productivity norms and Key Performance Indicators.
- 8.10 Achievement of MPPP will not detract from the highest levels of safety, quality and accuracy being recognised.

9. WORKING HOURS, MEAL AND TEA BREAK AND OVERTIME

- 9.1 The normal working hours will be 38 hours per week, in accordance with the Major Projects Agreement.
- 9.2 However, actual working hours on the Terminal 5 Programme will reflect the needs of the construction programme and the terms of the planning consents granted to HAL. A wide variety of working

hours and patterns may be used during the lifetime of the Programme and individual employees may be required to work various working hours and shift patterns during their employment.

- 9.3 The planning consents granted to HAL do not permit most construction activity to take place outside the following hours:
- 7.00 am to 7.00 pm Monday to Friday
 - 7.00 am to 4.00 pm Saturday

Construction work is not permitted on Sunday.

Should existing planning constraints alter at a future date, site operating hours for construction activity may require alterations or changes to working hours.

- 9.4 The actual working hours used by an individual employer will be notified to each employee before they accept employment on the Programme. These may be subject to change depending on programme progress, site operations or other reasons.

Working Patterns

- 9.5 Starting and finishing times will fall within the following pattern. Overtime working is not guaranteed.

	Start	Finish	Total Normal Hours	Overtime Finish	Total Hours Including Overtime
Mon	0700-0800	1530-1630	8	17.30 - 18.30	10
Tues	0700-0800	1530-1630	8	17.30 - 18.30	10
Weds	0700-0800	1530-1630	8	17.30 - 18.30	10
Thurs	0700-0800	1530-1630	8	17.30 - 18.30	10
Fri	0700-0800	1300-1400	6	15.30 - 16.30	8
Grand Total			38		48

- 9.6 If work takes place on Saturday, the start time will be between 0700 and 0800 and the finish time will be between 1500 and 1600.

Alternative Working Patterns

- 9.7 Alternative working patterns may be used on the basis of a ten day fortnight. Overtime working is not guaranteed. The normal working hours average 38 across the ten day fortnight. Premium time will be calculated on the basis of completing the total normal working hours during the ten day fortnight.

Other Working Patterns

- 9.8 Other working patterns and shifts may be introduced on the Terminal 5 Programme. Details of such patterns will be agreed by the Terminal 5 Joint Council and in conjunction with HAL.

Payments for Overtime Working

- 9.9 Premium payments for overtime working will be in accordance with the terms of the MPA and the appropriate industry agreement, ie JIB, SJIB and HVCA, and Promulgation 138a issued by the JIB for PMES.

Meal and Tea Break

- 9.10 The meal and the tea break (am) will be staggered across the Programme to make optimum use of the working hours and the canteen facilities on site. The timing and logistics of the tea break will be agreed by the Parties. Full details of any proposed changes to existing breaks will be subject to joint consultation between the employer and his employees. Details of the timing and location of breaks will be provided to each employee during the process of induction.
- 9.11 The Terminal 5 Joint Council will monitor working hours and overtime by means of the Audit Report.

10. UTILISATION OF WORKING HOURS

- 10.1 The recording of hours of attendance for payment of wages will be based on each employer's time and attendance system.
- 10.2 Maximum utilisation of time available for productive working will apply on the Programme by the use of effective logistics, planning and resourcing. Employees will change into working clothes before clocking in at the start of the working day or shift and clock out before changing out of working clothes at the end of the working day or shift. Clocking facilities will be located as close to the workface as practicable.

11. SECURITY

- 11.1 High levels of security on the Terminal 5 Programme will apply at all times. Employees must comply with the security procedures and failure to do so will be treated as gross misconduct, which may result in dismissal after a disciplinary hearing.
- 11.2 Every employee must have a Terminal 5 security ID pass before commencing work. Security passes must be worn at all times and are required for access to and egress from off site areas, such as car parks.
- 11.3 Security ID card readers are located on site buses and alongside clocking facilities and access to site must take place by swiping the card through the reader.
- 11.4 Closed circuit television monitoring (overt and covert) is in operation on site for the purposes of security and the integrity of the site. Capture details may be shared with the control authorities (Police, Customs and HM Immigration).
- 11.5 Employees may be searched by authorised security staff when entering or leaving site or whilst on site. Such searches may

include personal searches and the inspection of vehicles, packages and bags and are a condition of employment on the Terminal 5 Programme.

- 11.6 Every bona fide visitor requiring access onto any of the T5 sites must be escorted at all times by a T5 full ID card holder. Those undertaking escort duties will be fully responsible for visitors. Security patrols in conjunction with the Police carry out random checks of persons and vehicles accessing and egressing the site. Production of each person's ID card upon request forms part of this exercise.

12. HEALTH AND SAFETY AND ENVIRONMENT

- 12.1 Health and Safety on the Terminal 5 Programme is an issue of the highest priority to HAL, the employers, the employees and everyone associated with the Programme.
- 12.2 The Parties to the Agreement are committed to working to achieve the highest standards of Health and Safety and to establishing and maintaining an environment in which accidents and work-related ill-health are eliminated.
- 12.3 Each Employer will encourage the appointment and accreditation of an appropriate number of Trade Union Safety Representatives. Safety Representatives will be released for Amicus Health and Safety training courses and other appropriate health and safety training activities and programmes.
- 12.4 The Parties to the Agreement will review the Health and Safety Plan for Construction, as required under the Construction (Design and Management) Regulations 1994.
- 12.5 The Parties are committed to compliance with all legal Health and Safety obligations on the Programme and to supporting the following specific objectives:

- Zero fatalities during the course of the Terminal 5 Programme;
- The BAA 'One in a Million' Health and Safety Campaign, which aims to ensure that the number of reportable accidents is reduced to below one in a million working hours;
- Minimising risks to the operational airport.

- 12.6 The following processes will be adopted on the Terminal 5 Programme in support of the above objectives:

- Pre-employment health screening is compulsory for everyone joining the Programme, and will vary according to the job being applied for. A health screening questionnaire for all candidates for employment (irrespective of job) will be completed. A medical assessment will take place if a potential health risk is identified. All candidates for Safety Critical posts will be personally screened and seen by either the T5 Programme Occupational Health team or a general or specialist occupational health practitioner;
- Safety Awareness will be provided at the Central Induction Programme;
- Certain groups of employees may be required to undertake periodic health assessments after commencing employment. The nature of the assessments will be determined by the type of work being carried out;
- The Occupational Health Service will treat and advise employees who have accidents or are ill at work;
- Health promotion campaigns will take place on a regular basis;
- Personal Protective Equipment (PPE) will be issued and must be used as appropriate. In particular, safety helmets, boots with toe and sole protection and a reflective jacket or waistcoat must be worn at all times on site;
- Full length trousers and a sleeved shirt must be worn at all times on site;
- The establishment of Safety Committees on individual contracts;

- The use of effective safety awareness schemes;
- The use of Method Statements and Risk Assessments;
- The use of Permits to Work;
- The recognition and support of Industry skillcards and health and safety assessment programmes;
- The day-to-day communication of health and safety information to employees, e.g. via tool box talks;
- Individual company safety schemes and initiatives;
- Other appropriate measures as agreed by the Parties during the lifetime of the Programme.

12.7 All employers and employees must comply with the HAL Terminal 5 Site Safety Compliance Procedure, details of which will be provided separately.

12.8 The Terminal 5 Programme is taking place within an operational airport environment and adjacent to a highly residential area. HAL and the Parties to the SPA are committed to achieving the highest environmental standards and to minimising the impact on the environment during the construction of the new Terminal by adopting the following principles:

- Encouraging the maximum use of public transport to work;
- Reducing the use of private cars through car sharing;
- Ensuring that only designated car parking facilities are used;
- Monitoring of parking will be in place. Any abuse of parking facilities will be dealt with through normal employer disciplinary procedures;
- Participate in day to day environmental awareness communication to employees (e.g. through tool box talks and induction sessions);
- Encouraging those requiring accommodation during their time on the Terminal 5 Programme to use the services of the T5 Accommodation Helpdesk.

13. LOGISTICS AND WELFARE FACILITIES

13.1 The size, complexity and widespread nature of the Terminal 5 Programme presents significant logistical challenges. HAL and its suppliers are committed to providing an effective logistical framework for employers and employees.

13.2 HAL and its suppliers are also committed to providing employees with high quality welfare facilities.

13.3 The following principles will apply on the Programme:

- The logistics and layout of the Programme will take into consideration the need to reduce walking time and other lost productive time, whilst taking account of its very large scale;
- Private cars will not be given access to site. Transport of employees to, from and within the site will be by means of provided buses from designated points;
- Canteens, toilets, drying rooms and clocking stations will be of a high standard;
- Employees will be expected to make responsible use of site facilities and abuse of such facilities will be a breach of discipline which may lead to dismissal in serious cases.

14. COMPETENCY

14.1 All employees must be competent, properly trained and hold a relevant competency/skills card.

14.2 Every member of the Programme will need to hold a passport to work provided by the Airport Construction Training Alliance (ACTA) scheme. ACTA is a non profit making organisation jointly developed by the Client and its construction partners.

14.3 The standards set by ACTA ensure that anyone working on airport construction projects has received at least the minimum amount of training required for their job.

- 14.4 The Terminal 5 Programme will adopt and fully support the ACTA standards and requirements and no one will be allowed to start their job on site without their ACTA passport - irrespective of job, trade, skill or profession.
- 14.5 Anyone joining the Terminal 5 Programme who does not hold a relevant competency/skills card will be required to take and pass the appropriate qualification within four weeks of commencing employment.

15. LABOUR RESOURCING

In recognition of the unique nature and position of the Terminal 5 Programme and labour market availability, it is recognised that additional alternative mechanisms of direct employment may be necessary in order to recruit and retain a high quality workforce. Any additional alternative mechanisms will be fully discussed and agreed with BAA prior to implementation.

16. INTEGRATED TEAM WORKING

- 16.1 The Parties are fully committed to introducing Integrated Team Working on the Terminal 5 Programme within the terms set out in the Major Projects Agreement.
- 16.2 Such teams will include a Team Leader and skilled craftsmen from the heating and ventilating, electrical and plumbing disciplines. Apprentices and adult Trainees from each discipline may be deployed to work within the team.
- 16.3 The Terminal 5 Joint Council will support and facilitate appropriate training for members of Integrated Teams.
- 16.4 The Terminal 5 Joint Council will monitor the deployment of Integrated Teams by Employers and will provide regular reports on progress to the MPA Forum.

- 16.5 The Terminal 5 Joint Council will consider how redundancy selection will apply to individuals who are part of an Integrated Team.

17. TRAINING

The Parties recognise the importance of training and development activities in support of the objectives this SPA and the future of the M&E industry. All appropriate forms of training and development will be encouraged and supported, including the following:

- Health and Safety Training;
- Apprentice training;
- Job specific training to achieve appropriate levels of competency and performance;
- Supervisory and management training;
- Training of Trade Union Representatives.

18. EMPLOYEE INDUCTION

- 18.1 The Terminal 5 Programme has established an Induction Programme based on a modular approach. Attendance at Induction is compulsory for anyone joining the T5 Programme, irrespective of job or role. Each module will ensure that the right information is provided to those working on the Programme. Completion of each module is compulsory. Where an individual is required to work in different working areas (zones) of the programme, attendance at one or more zone specific modules will be required.
- 18.2 No security ID or ACTA skills passport will be issued unless Induction has been undertaken and completed.
- 18.3 The Designated Representatives (See Section 20) will be provided with an opportunity to address employees within

scope of the SPA at an appropriate stage in the induction process. This facility may also be extended to Full Time Trade Union Officials.

18.4 Refresher inductions may also be arranged from time to time.

19. COMMUNICATION WITH EMPLOYEES

19.1 The Parties support the principle of effective two-way communication between employers and employees on relevant issues. The means by which such communication will take place on the Terminal 5 Programme are likely to change and develop as the Programme evolves, but examples include:

Communication between Employers and Employees

- The Induction Programme;
- Joint work planning activities which provide the opportunity for employees to work effectively with team leaders and supervisors;
- Team Briefings;
- Posters and Notices;
- The Joint Communiqué issued after meetings of the Terminal 5 Joint Council;
- Health and Safety Committees with workforce representation;
- T5 Site Newspaper.

19.2 Communication between Employees and the Trade Union

The Parties wish to encourage effective communication between the Trade Union and employees. These will include the following:

- An agreed surgery for meetings between individual employees and shop stewards;

- Communication between shop stewards and the Designated Representatives;
- The facility for the Terminal 5 Joint Council to authorise contract collective meetings of up to one hour in duration where a significant issue requires such a meeting.

20. THE DESIGNATED REPRESENTATIVES

20.1 The Parties recognise the significance of the role of the Designated Representatives in delivering the objectives of the MPA and SPA on the Terminal 5 Programme. The Parties will cooperate in the process of appointment and training of the Designated Representatives, as set out in the MPA.

20.2 When the Designated Representatives have been appointed, the selected individuals will take up their responsibilities in accordance with the terms of the MPA. Time off work to undertake their duties and appropriate facilities will be provided by the relevant employer.

20.3 The facilities provided to the Designated Representatives will include the following:

- Office facilities, including a telephone, fax machine, filing cabinet and secretarial support;
- The use of a suitable site vehicle on site.

21. M&E INDUSTRIAL RELATIONS MANAGER

On the Terminal 5 Programme the project-specific arrangements for the control of industrial relations described within Section 7.3 of the MPA include the appointment of an M&E Industrial Relations Manager. The role of the Industrial Relations Manager is set out in Appendix 2.

22. TRADE UNION MEMBERSHIP AND FACILITIES

- 22.1 The employers will make every effort to encourage the highest possible levels of Trade Union membership.
- 22.2 Each employee will be given the opportunity to complete a Trade Union membership form during their Induction, where there will be a facility for a Trade Union presentation, which will include the benefits of joining and retaining Trade Union membership.
- 22.3 A check-off facility will be made available by the employers for employees who are in a signatory section of Amicus.
- 22.4 The employers will provide appropriate support and facilities to Trade Union Representatives, the Designated Representatives and Full Time Officials, as defined in the Major Projects Agreement.
- 22.5 Detailed information on manpower levels on the Programme will be provided to the members of the Terminal 5 Joint Council through the Audit Report.

23. POLICY ON DRUGS AND ALCOHOL

- 23.1 All employers and employees must comply with the Terminal 5 Drugs and Alcohol Policy, details of which will be provided separately but include the following:
- The Policy stipulates that no employee may drink alcohol or use illegal drugs (including substances of abuse) whilst working on site or whilst on recognised breaks during the working day. Employees must not bring alcohol or illegal drugs (including substances of abuse) on to site or be under the influence of alcohol or drugs whilst at work or during the working day;

- All employees will be subject to random and “for cause” screening for drugs and alcohol. Candidates for Safety Critical posts will be screened by either the Terminal 5 Programme Occupational Health Team or a general or specialist occupational health practitioner;
- All employees must, as a condition of employment, comply with the testing arrangements for drugs and alcohol. An alcohol test must be below the current drink/drive limit.
- An employee who tests positively for alcohol or drugs or refuses to undergo a test will be removed from the Programme. Further action, including dismissal, may be taken by the employer after a disciplinary hearing.

- 23.2 Acceptance of the Drugs and Alcohol Policy is a condition of employment on the Terminal 5 Programme.
- 23.3 Employees working in areas under the authority of other organisations (eg London Underground, Heathrow Express or Network Rail) must comply with the requirements of the appropriate drugs and alcohol policy for that area.
- 23.4 A summary of the Drugs and Alcohol Policy will be included in the Induction Programme and updated copies of the Policy will be retained by each employer.

Help and Advice on Drugs and Alcohol Dependency

- 23.5 Any employee who believes he or she may be suffering from an alcohol or drug dependency should seek confidential help and advice, via his/her employer, from the Terminal 5 Occupational Health Department.

24. EQUAL OPPORTUNITIES

- 24.1 The Parties confirm their support for Equal Opportunities, as set out in the Major Projects Agreement.

24.2 Discrimination on the following grounds will not be permitted on the Programme :

- Race or colour;
- Ethnic origin;
- Nationality or national origin;
- Sex, sexual orientation or trans-sexual status;
- Disability;
- Marital or family status;
- Age;
- Religious beliefs;
- HIV status;
- Membership or non-membership of a Trade Union.

24.3 This policy applies to all aspects of employment, including recruitment and selection, promotion, training, discipline and redundancy.

24.4 An employee who believes he or she has suffered discrimination should raise the matter through their employer's Grievance Procedure. Where an employee appears to have discriminated against another employee, the issue should be dealt with under the appropriate Disciplinary Procedure.

24.5 Racial, sexual and other forms of harassment will not be tolerated and will be treated as gross misconduct.

25. THE RESOLUTION OF COLLECTIVE DISPUTES

25.1 The Parties are committed to the effective operation of the Disputes Procedure and will work together in partnership, accepting that they have a common interest in promoting industrial harmony and changing the traditional culture of the Industry.

25.2 If a collective dispute arises on a Designated Project, it will be handled in accordance with the procedure as described in MPA Section 16 rather than in accordance with the procedure set out in the relevant industry collective agreement.

25.3 Amicus is committed to no industrial action being countenanced or undertaken without entering into and completing the Disputes Procedure. The Associations are committed to ensuring that contractors use the Disputes Procedure effectively to resolve issues arising.

26. GRIEVANCE PROCEDURES

Employees who have access to an Industry Grievance Procedure will use that Procedure. Employees who do not have access to an Industry Grievance Procedure will be provided with access to a Company Grievance Procedure, which must comply with the ACAS Code of Practice on Disciplinary and Grievance Procedures.

27. DISCIPLINARY PROCEDURES

Employees who have access to an Industry Disciplinary Procedure, will use that Procedure or the Company Disciplinary Procedure as appropriate. Employees who do not have access to an Industry Disciplinary Procedure will be provided with access to a Company Disciplinary Procedure, which must comply with the ACAS Code of Practice on Disciplinary and Grievance Procedures.

28. REDUNDANCY PROCEDURES

28.1 Employers will consult with the Trade Union through the Terminal 5 Joint Council as soon as redundancies are envisaged on a contract.

28.2 The process of selection for redundancy will be as follows:

- Full consultation will take place with the Trade Union on the definition of the pool for redundancy selection;
- The prime objective will be to maintain a balanced and cost effective workforce;
- A matrix of factors will be used to form the basis of the proposed selection for redundancy, following consultation with the Trade Union;
- The factors to be used in the matrix will be as follows:
 - Attendance and Timekeeping
 - Performance
 - Quality of Work
 - General Conduct
 - Attitude to Health and Safety
- Service with the Company and/or the Programme
- Redundancy selection will not be based solely on Last In, First Out;
- No redundancy selection criteria will contravene the Equal Opportunities Policy (Section 24);
- When the process of proposed selection has been completed, each individual will be given details of the matrix which has been used and the outcome;
- An appeals process will be provided within the employer company where an individual does not agree with the selection decision.

29. SITE RULES

29.1 The following rules will apply on site on the Terminal 5 Programme. Breaches of the Site Rules will be dealt with under the appropriate Disciplinary Procedure. The nature of the rule and the circumstances will determine whether a breach is considered to be gross misconduct warranting dismissal after a disciplinary hearing.

The list below is not an exhaustive list of the Terminal 5 Site Rules, which are contained in a separate policy. A full set of the Site Rules will be issued during the Induction Programme.


- Nothing may be removed from site without authorisation in writing by the appropriate Employer;
- Vandalism, graffiti and tampering with or sabotaging equipment, signs, fire extinguishers, fire alarms or other installations;
- Physical violence;
- Spitting is unhygienic and is prohibited;
- Each employee must carry their ACTA pass and T5 security ID at all times;
- Each time an employee enters or leaves site they must use their site pass to swipe in and out. This process is not related to the calculation of paid time, which requires the use of the employer's designated clocking stations;
- Because of the risk of Foreign Object Damage to aircraft engines, all rubbish and debris must be placed directly into the bins or skips provided. All sheet materials must be safely secured;
- Eating and drinking is allowed only in the canteens;
- Using the site as a toilet;
- Personal mobile phones must not be used on site. They can be used during allocated break times within the designated compound areas;
- Personal electronic equipment, - eg radios, tape decks, CD players, MP3 players - must not be brought to site;
- Smoking is strictly forbidden on site. Smoking is only permitted during breaks and in designated smoking areas;
- Employees must comply with the speed limits at all times;
- Breach of any health and safety requirements.


29.2 Other site rules may be issued from time to time.


29.3 Additional rules and procedures may apply within each zone and will be notified to employees.

30. SIGNATORY PARTIES


For Amicus



..... Frank Westerman



..... William Spiers



..... Russ Blakely

For the Employers


..... John Conner -
AMEC


..... Robert James -
AMEC


..... Armar Johnston -
Balfour Kilpatrick


..... Liz Keates -
Crown House Engineering

Approved by the MPA Forum


..... Steve Brawley

Appendix I

CONSTITUTION OF THE TERMINAL 5 JOINT COUNCIL

Establishment

The Terminal 5 Joint Council has been established by the MPA Forum.

Authority

The authority of the Joint Council covers all employers and employees engaged on work within scope of the Major Projects Agreement (MPA).

Objectives

The Joint Council has been established to support the objectives of the MPA and the Supplementary Project Agreement (SPA) for the HAL Terminal 5 Programme.

Functions and Duties

The primary Functions and Duties of the Joint Council are as follows:

- To co-operate with the Major Projects Agreement Forum (the Forum) established under the terms of the MPA and to provide the Forum with such information as it may require;
- To monitor performance and productivity on the Programme and to arrange an investigation where performance and productivity appears to be below Normal Motivated Performance;
- To co-operate with the Auditor appointed by the Forum and to support the Auditor in the discharge of his duties and responsibilities;
- To encourage and support the establishment of Integrated Teams;
- To ensure that the terms of the SPA are applied on the Terminal 5 Programme;
- To negotiate any changes to the SPA which may be required;
- To inform HAL, suppliers and employees of its activities and decisions.

Membership

The Joint Council will comprise:

- Up to six representatives of M&E Contractors (AMEC, Balfour Kilpatrick, Crown House Engineering, the M&E Industrial Relations Manager and two others);
- Up to six representatives of the Trade Union including one Full Time Official, two Designated Representatives and three shop stewards;
- The Secretary of the Joint Council, who will be provided by the MPA Forum.

The membership of the Joint Council may change during the life of the Programme.

A quorum of the Joint Council will comprise:

- Four representatives of the Employers;
- One local Full Time Official or his appointed deputy, one Designated Representative and two Shop Stewards.

Officers of the Joint Council

The Secretary to the Joint Council will be appointed by the MPA Forum.

The Employers will nominate a representative from their members as the Employers' Chairman. The Trade Union will nominate a local Full Time Official as Chairman.

The meetings of the Joint Council will be chaired alternately by the Employers' Chairman and the Trade Union Chairman.

Meetings

The Joint Council will meet monthly or less frequently at a suitable venue.

The Joint Council will make decisions by agreement between the two sides, using the principle of consensus. The Joint Chairmen will encourage members to reach agreement by consensus.

The Secretary to the Joint Council will liaise with the presiding Chairman when preparing the agenda, papers, joint communiqués and minutes of meetings and will be responsible for their circulation.

Working Parties

The Joint Council may establish Working Parties, which may include both members of the Council and co-opted members. Regular reports of the activities of Working Parties will be provided to the Joint Council.

Model Agenda

A model agenda for the meetings of the Joint Council may include the following items:

- To review Health and Safety performance;
- To receive regular reports on progress on the Programme;
- To monitor any disputes and their resolution under the Procedure for the Resolution of Disputes within the MPA;
- To investigate the circumstances relating to levels of performance which regularly or significantly fall below Normal Motivated Performance under the terms of the MPA;
- To receive and act on the report prepared by the Auditor, including any instances of non-compliance with the terms of the MPA or SPA;
- To review progress on Integrated Team Working;
- To review training and development needs;
- To review labour resourcing issues;
- To consider and negotiate any amendments which may be required to the SPA;
- To provide a report to the Forum on the activities of the Joint Council.

Appendix 2

M&E INDUSTRIAL RELATIONS MANAGER

The Employers within scope of the MPA will arrange for the appointment of an M&E Industrial Relations Manager. The Industrial Relations Manager will support the terms of the MPA and the SPA and will provide support and advice to all in-scope employers on the Programme. The appointment will be approved by BAA.

Appendix 3

MAJOR PROJECT PERFORMANCE PAYMENT

Purpose

To ensure all Mechanical and Electrical employees achieve a sustained level of productivity, equating to the potential output of an experienced and competent employee working within the required standards of quality and accuracy and demonstrate such levels by means of measurement and continuous improvement.

Scope

- The MPPP scheme will apply to all grades of the Mechanical and Electrical workforce covered by the Supplementary Project Agreement for the Terminal 5 Programme, and will remain in place for the duration of the project as defined in Section 6 of this document;
- MPPP will be the sole incentive payment mechanism for the M&E workforce;
- Any unofficial industrial action of any nature will result in the immediate withdrawal of MPPP with reintroduction being subject to review at the Terminal 5 Joint Council.

Objectives

- For employees, trade unions and employers to demonstrate a firm commitment to high levels of productivity and efficiency for the duration of the T5 programme;
- To define clear principles that will ensure efficiencies and cost effective ways of working;
- To motivate the workforce.

Principles

● Section 1

To achieve the aim of improving efficiency

1. Employees shall: -
 - Utilise their employing company system for registering themselves for work at the workface;
 - Change into working clothes before clocking in at the start of the working day or shift and out before changing out of working clothes at the end of the working day or shift. Clocking facilities will be located as close to the workface as practicable.
2. MPPP is payable subject to working a complete working week. Any unauthorised absence during the week will result in all payments being withdrawn for that week.
3. MPPP will not be paid for periods of: -
 - Participation in any unofficial trade dispute, will result in payment being withdrawn for the week in which the dispute took place;
 - Corrective safety training.
4. MPPP will be deducted for the first hour for instances of lateness in excess of 15 minutes.
5. Any breach of site safety rules resulting in disciplinary action, will result in the loss of MPPP for the day involved.
6. Anyone not displaying their HAL site security pass will lose their MPPP for that day.
7. Anyone arriving for work without their T5 site security pass will lose their MPPP for that day.

● Section 2

1. To achieve the aim of improving installation productivity full details of the measurement process used by each contractor will be provided to the Auditor, who will include this information in his report to the Terminal 5 Joint Council, together with information on the following points:
 - Any issues which have adversely affected performance by an employer during the reporting period;
 - The steps which are being taken to address such performance issues;
 - The outcome of such steps and any further action, which is being taken;
 - Details of initiatives to develop continuous improvement.
2. If the level of performance by an employer's workforce regularly or significantly falls below Normal Motivated Performance* over two auditing periods (2 months), the members of the Terminal 5 Joint Council will urgently arrange an investigation of the circumstances to establish the facts and make recommendations.
3. If, after the investigation and the application of any recommendations, Normal Motivated Performance* is still not achieved, the employer will reduce or remove the MPPP for the period when performance has fallen below the usual performance.

* *Normal Motivated Performance is as defined by the use of Luckins norms*

Appendix 4

- update agreed by the Terminal 5 Joint Council on 7th December 2004

TRAVELLING TIME AND FARE ALLOWANCES

In accordance with Section 3.5 of this Supplementary Project Agreement, the Parties have agreed the following:

- a) That for JIB graded operatives 'home' shall be substituted for 'shop' for the purpose only of calculating travelling time, travel allowances and period return fares under Rule 11 of the JIB National Working Rules;
- b) That operatives whose home or centre is within 15 miles (within 20 miles under the terms of the Joint Industry Board for Plumbing Mechanical Services in England and Wales) in a straight line of the Terminal 5 Programme, as measured from the Entrance Plaza for the Terminal 5 Programme, shall be paid allowances as follows:

i) JIB Operatives 2004 - 2007

Distance	Date	Total Daily Travelling Allowance	Total Daily Travelling Time
Up to 5 miles each way	5.1.04	67p	98p
	10.1.05	70p	£1.02
	9.1.06	73p	£1.06
	8.1.07	76p	£1.11
Over 5 and up to 15 miles each way	5.1.04	£1.34	£1.96
	10.1.05	£1.40	£2.05
	9.1.06	£1.46	£2.14
	8.1.07	£1.52	£2.23

ii) HVCA Operatives 2004 - 2007 : Daily Travelling Time

Distance	Date	Craftsmen including Installers	Mates, Apprentices and Adult Trainees
Up to 5 miles each way	5.1.04	67p	58p
	10.1.05	70p	61p
	9.1.06	73p	64p
	8.1.07	76p	67p
Over 5 miles and up to 15 miles each way	5.1.04	£1.34	£1.15
	10.1.05	£1.40	£1.20
	9.1.06	£1.46	£1.25
	8.1.07	£1.52	£1.30

iii) JIB-PMES Operatives 2004 - 2007 : Daily Travelling Time

Distance	Date	All operatives	3rd and 4th year apprentices	1st and 2nd year apprentices
Up to 5 miles each way	5.1.04	50p	32p	20p
	10.1.05	52p	33p	21p
	9.1.06	54p	34p	22p
	8.1.07	56p	35p	23p
Over 5 and up to 20 miles each way	5.1.04	£1.51	96p	60p
	10.1.05	£1.58	£1.00	63p
	9.1.06	£1.65	£1.04	66p
	8.1.07	£1.72	£1.08	69p

- c) Payments at b (i), (ii) and (iii) will be reviewed in accordance with future changes to Rule 11 of the JIB National Working Rules.

Appendix 5

SUPPLEMENTARY PROJECT AGREEMENT PERFORMANCE PAYMENT (SPAPP)

- 1.1 The Parties have devised the Terminal 5 Supplementary Project Agreement Performance Payment Scheme (SPAPP) to provide an opportunity for enhanced performance and productivity by Employees to be rewarded by the Employer.
- 1.2 The Supplementary Project Agreement Performance Payment Scheme will operate in accordance with the following principles:
- Employees are expected to achieve a sustained level of productivity, equating to the potential output of an experienced and competent employee working within the required standards of quality and accuracy. This definition is described as Normal Motivated Performance (NMP) within the MPPP Scheme.
 - Performance and productivity will be measured regularly by the Employer, using all appropriate measurement systems.
- 1.3 This Appendix will be administered in accordance with the principles set out in Appendix 3 (Major Project Performance Payment). Full details of the SPAPP Scheme are included within the Supplementary Project Agreement and information about the application of the scheme will form part of the Project Induction.
- 1.4 If the required levels of performance regularly or significantly fall below NMP, an urgent joint investigation of the circumstances will be undertaken to establish the facts and make recommendations. The Supplementary Project Agreement will include details of the arrangements for such investigations. If, after the investigation and the application of any recommendations, NMP is not achieved, the Employer will reduce or remove the SPAPP.

- 1.5 The SPAPP payments - which are paid for each hour worked but do not attract premium time payments - are set out below. The SPAPP payments will be introduced on the 31st January 2005 and increased on the 1st February 2006 and on the 1st February 2007.

31.01.05	£0.75
01.02.06	£0.85
01.02.07	£0.93

The SPAPP payment will be applied at the above rate to all disciplines/trades/grades with the exception of trainees and apprentices for which the rate will be pro-rated in accordance with Appendix 2 of the MPA.

- 1.6 The Parties accept that these payments are a full and final settlement of all outstanding issues and that there will be no further economic claims made for the duration of the project.

Signed in agreement (SPA Joint Chairman) 30th March 2005


..... Frank Westerman


..... Steve O'Sullivan

