

ISO 9001                      EN 1090  
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 EFQM



**P-HSM-SPU-001**

## Yard Agreement

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2-1	13/06/2019	Amendments to 2019 Revision	Amanda Young	Tom Coosemans	
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[This procedure is property of Smulders, Hoge Mauw 200 – B-2370 Arendonk]

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# 1 SCOPE

This policy should be read in conjunction with **Code of Conduct P-HSM-SPU-011** which governs all aspects of personnel to include: employees, agency workers, sub-contractors, workers and those working under a contract for services, hereinafter referred to as workers by Smulders Projects UK and its successors or assigns, hereinafter referred to as the Company, at the yards and facilities for or on behalf of the Company's customers or clients and shall include for all works to be carried out by the Company in associated or subsidiary sites including floating structures, barges, vessels, etc. **(Works)**.

## 2 START

### 2.1 Before the start of the Works

Before the start of the Works, all workers will need to inform the Company about all relevant and necessary information about him/herself and emergency contact details. Where workers are engaged via an agency or working through a contract for services this information should be provided directly to the relevant agency. Prior to commencing work for the Company, all workers will be required to provide appropriate evidence of their right to work in the UK to the Company or the agency, as applicable.

Workers should make the relevant agency or the Company, as appropriate, aware of any changes to their personal details or eligibility to work in the UK immediately.

All workers will receive the following Personal Protective Equipment (**PPE**) upon first arrival on site:-

- 1 pair of safety shoes or boots
- 1 safety helmet (colour as per Company's Standards)
- 1 pair of safety glasses
- 1 high visibility jacket
- 1 overall
- Ear plugs (available at entrance of the facility)

Due to such PPE being classified under the Personal Protective Equipment at Work Regulations 1992, it will be provided by the Company for first issue and re-issue, where necessary.

It is impressed upon all workers that he/she remains responsible for all such issued items, for which a signature is required, and must at all times, take every precaution to ensure that such items are not lost, stolen, damaged or in any other way (excluding fair wear and tear) rendered useless or less than adequate for the purposes for which they were designed. Replacements will be issued and, where deemed appropriate by the Company, the cost of such item will be deducted from payments due to the individual worker (in consultation with the relevant agency, subcontractor or supplier, as appropriate).

Tools required out with the agreed tool box contents of workers will be provided on a strict issue, use and return basis, controlled by comprehensive procedures. Workers are not entitled to take tools off the Yard(s) at any time other than transferring to work at another yard, subject only to signing the tools out with the Company's permission on each occasion.

All equipment issued should be returned to the Company at the end of the individual worker contract. Equipment not returned will be deemed chargeable to the individual worker and the relevant agency, subcontractor or supplier will be instructed to deduct the cost of such items, from payments due to the individual.

### 2.2 Obligations of Workers

All workers are required to perform work with due care and in good faith. Times, places and conditions of work will be confirmed by the direct supervisor or other nominated Company contact as described within an individual contract of employment (whether direct, agency or via a subcontractor company), terms of assignment or contract for services.

Workers must complete all works to the required standards in accordance with orders and instructions given by the Company. This includes any instruction given within a temporary worker assignment or agreed schedule for works within a contract for services.

Workers must, during and after the execution of the agreement, refrain from distributing or personal use (directly or indirectly) of inventions, methods, customer lists, databases, technical or trade secrets of the Company.

All personnel have a duty to the Company to return all tools and equipment that were given to him/her to carry out their work; including any that are in poor condition.

In case of damage or vandalism to Company owned equipment or buildings, the Company may claim compensation.

In the event of a dispute or grievance arising, under no circumstances shall there be a stoppage of work or withdrawal of labour or unofficial action of any kind taken.

### **3 GENERAL INFORMATION ABOUT THE COMPANY**

Name of the Company	Smulders Projects UK Limited
Company Number	10156755
Registered Office Address	Hadrian Way Wallsend Tyne and Wear NE28 6HL United Kingdom
Place of Employment	Hadrian Way Wallsend Tyne and Wear NE28 6HL United Kingdom Tel. +44 (0) 191 295 8700
Insurance Company	Lockton Companies LLP 8 <sup>th</sup> Floor The Clarence West Building 2 Clarence Street West Belfast BT2 7GP

### **4 WORKING HOURS**

All workers must be at the specific location of their work at the start, during and at the end of their working hours.

The below mentioned working hours can – due to a valid reason – be modified for a limited period, due to certain circumstances within the Company.

For those directly employed by the Company the full-time weekly working hours are 42 hours for yard workers, and those whose work is directly linked to the yard and 40 hours for office and general administration workers. Agency workers and subcontractors will be required to work the hours as agreed with their recruitment agency or contracting company.

Where the demands of a particular job, contract or level of activity dictate that additional or alternative hours of work and/or shifts be worked by any or all personnel, then the Company will implement additional shifts.

The number of workers working an alternative shift will be determined by the Company and volunteers sought. Should there be insufficient volunteers for the additional shift, then the Company will nominate personnel who will then have an obligation to work such shift.

A full day must be worked before overtime is reckoned and overtime premiums, where applicable, shall be calculated on the basis of the basic rate. All overtime worked on other than normal working days shall attract an appropriate overtime payment. Overtime is offered on a prior approval basis, in line with operational requirements.

The Company is under no obligation to offer overtime but where such overtime is offered, then workers must honour the full amount of overtime and no part shifts can be worked.

#### 4.1 Yard Operative Working Hours:

##### Day Shift - Option 1

paid

unpaid

Monday	7:30:00	10:15:00	CB	10:30:00	13:30:00	LB	14:00:00	17:00:00	9,00 hrs
Tuesday	7:30:00	10:15:00	CB	10:30:00	13:30:00	LB	14:00:00	17:00:00	9,00 hrs
Wednesday	7:30:00	10:15:00	CB	10:30:00	13:30:00	LB	14:00:00	17:00:00	9,00 hrs
Thursday	7:30:00	10:15:00	CB	10:30:00	13:30:00	LB	14:00:00	17:00:00	9,00 hrs
Friday	7:30:00	10:15:00	CB	10:30:00	13:30:00				6,00 hrs
									42,00 hrs

##### Back Shift - Option 1

Monday	17:00:00	19:45:00	CB	20:00:00	23:00:00	LB	23:30:00	2:30:00	9,00 hrs
Tuesday	17:00:00	19:45:00	CB	20:00:00	23:00:00	LB	23:30:00	2:30:00	9,00 hrs
Wednesday	17:00:00	19:45:00	CB	20:00:00	23:00:00	LB	23:30:00	2:30:00	9,00 hrs
Thursday	17:00:00	19:45:00	CB	20:00:00	23:00:00	LB	23:30:00	2:30:00	9,00 hrs
Friday	17:00:00	19:45:00	CB	20:00:00	23:00:00				6,00 hrs
									42,00 hrs

##### Weekend Day Shift

Friday							13:30:00	CB	17:00:00	3,50 hrs
Saturday	7:30:00	10:15:00	CB	10:30:00	13:30:00	LB	14:00:00	17:00:00	9,00 hrs	
Sunday	7:30:00	10:15:00	CB	10:30:00	13:30:00	LB	14:00:00	17:00:00	9,00 hrs	
									21,50 hrs	

##### Day Shift - Option 2

paid

unpaid

Monday	7:30:00	10:15:00	CB	10:30:00	13:30:00	LB	14:00:00	17:00:00	9,00 hrs
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Tuesday	7:30:00	10:15:00	CB	10:30:00	13:30:00	LB	14:00:00	17:00:00	9,00 hrs
Wednesday	7:30:00	10:15:00	CB	10:30:00	13:30:00	LB	14:00:00	17:00:00	9,00 hrs
Thursday	7:30:00	10:15:00	CB	10:30:00	13:30:00	LB	14:00:00	17:00:00	9,00 hrs
Friday	7:30:00	10:15:00	CB	10:30:00	13:30:00	LB	14:00:00	17:00:00	9,00 hrs
Saturday	7:30:00	10:15:00	CB	10:30:00	13:30:00				6,00 hrs
									51,00 hrs

**Back Shift -  
Option 2**

Monday	17:00:00	19:45:00	CB	20:00:00	23:00:00	LB	23:30:00	2:30:00	9,00 hrs
Tuesday	17:00:00	19:45:00	CB	20:00:00	23:00:00	LB	23:30:00	2:30:00	9,00 hrs
Wednesday	17:00:00	19:45:00	CB	20:00:00	23:00:00	LB	23:30:00	2:30:00	9,00 hrs
Thursday	17:00:00	19:45:00	CB	20:00:00	23:00:00	LB	23:30:00	2:30:00	9,00 hrs
Friday	17:00:00	19:45:00	CB	20:00:00	23:00:00	LB	23:30:00	2:30:00	9,00 hrs
Saturday	17:00:00	19:45:00	CB	20:00:00	23:00:00				6,00 hrs
									51,00 hrs

CB: Coffee Break is paid  
LB: Lunch Break is **unpaid**

## 4.2 Office (support and administrative workers) Working Hours:

**Day Shift**

unpaid

Monday	8:00:00	12:00:00	LB	12:30:00	17:00:00	8,50 hrs
Tuesday	8:00:00	12:00:00	LB	12:30:00	17:00:00	8,50 hrs
Wednesday	8:00:00	12:00:00	LB	12:30:00	17:00:00	8,50 hrs
Thursday	8:00:00	12:00:00	LB	12:30:00	17:00:00	8,50 hrs
Friday	8:00:00	12:00:00	LB	12:30:00	14:30:00	6,00 hrs
						40,00 hrs

LB: Lunch Break is **unpaid**

## 4.3 General

The above working hours also apply for all work within a radius of 10 miles of the Wallsend Facility, except where otherwise stipulated in the individual terms of a contract of employment (directly employed), terms of assignment or contract for services (whether agency or subcontract).

Time registration is **mandatory** for all personnel, for fire and evacuation purposes. The Company will position clocking stations as close to the work place as possible. Appearing on site through the main gate is not considered as ready for work, being present at the work site and with full PPE, as required, is considered as ready for work. Time registration is used to verify performed hours on site, if a worker forgets to clock in or out or is made of an error during clocking they must inform their supervisor or the Company HR department immediately. Please see the **Clocking In Out Procedure P-HRA-SPU-003** for further rules and guidance.

## **5 INTERRUPTION OF WORK**

### **5.1 Leaving shift early**

If an individual cannot start work although he/she arrived at the place of work, or if he/she cannot continue the work, he/she should ask their immediate supervisor or head of department to be allowed to leave the work area. The Company HR department and the agency or subcontracting company, as appropriate, should be informed.

### **5.2 Absence**

All absence, including sickness absence, should be reported in accordance with the **Company's Absence Reporting Procedure P-HRA-SPU-004**.

### **5.3 Adverse weather**

The Company will decide in consultation with the Company's Safety Officer when weather conditions justify the cessation or resumption of work. Work shall continue in inclement weather, or hot spells, for so long as it is practical and safe. For this purpose the Company will provide protective clothing as is necessary (in line with costing as stipulated in section 2.1).

## **6 PRODUCTIVITY**

To ensure maximum productivity throughout the Yard(s) it is vitally important that the attitude of all workers will be well-meaning, with good spirits and will show willingness and co-operation when completing work tasks. The Company will instruct workers to make every effort to eliminate wasteful practices, restrictions or customs which may impede maximum productivity.

Where 'works' are of an intermittent nature (for example overhead crane driving, staging etc.) workers are asked to undertake other parts of their role within their capabilities, in order to ensure maximum productivity.

Where the Company introduces new machines or aids to assist with production works, workers will be required to incorporate such aids within productive processes, once any initial training and/or introductions have been satisfactorily completed.

## **7 DISCIPLINE**

The establishment of disciplinary procedures and the implementation of and adherence to such procedures, is necessary for the smooth and efficient running of the yard, the morale of the workforce and the productivity of work groups.

If a temporary worker is deemed unsuitable, the Company may refuse to allow access on to the facility and/or immediately remove the individual from the Company facility.

## **8 LIABILITY**

The Company does not accept any liability in the case of theft, loss or damage to the personal property of any employee, agency worker, sub-contractor or otherwise which is brought onto the Company's premises, even where this is stored in the lockers provided. All property is stored on site at the owner's risk.

## **9 SUPERVISION**

The Company operates supervisory functions within the Project, Departmental and Production management teams, Production Leader roles, General Supervisor roles and Supervisor (by trade) roles. In the absence of someone with a supervisory position, a replacement will be put in place by the Company. The deputy thereby obtains the same rights and obligations.

All supervisory personnel must adhere by the regulations and practices in force at the Company. The supervisory personnel will assist workers to improve productivity and the quality of work produced.

Consequently, the supervisory functions are empowered to check the presence, distribution of tasks, assign workers to the quality of work and ensure compliance with safety regulations and other service notes. Particularly, it is the task of the supervisor to request any worker suspected of intoxication, to be tested in line with the **Alcohol and Drug Policy P-HSM-SPU-040**. It is the task of the supervisor to cohere and to abide by Law & Governing Regulations, therefore any worker who presents him/herself at work whom is clearly not capable of performing their usual duties then the Supervisor will be the person responsible to prohibit the individual to start work.

All supervisory personnel should exercise this authority with the constant concern for the preservation and promotion of the interests of Company. The workers will defend the same interests and adhere to that philosophy.

All personnel should respect the different supervisory functions. All personnel (supervisory and others) should behave in a way that always shows respect, courtesy and consideration to each other. Any individual that wishes to make a comment, ask a question or make a complaint are required to follow the hierarchical path.

## 10 OTHER DOCUMENTS

This Yard Agreement should be read / implemented in accordance with all Governing Rules & Regulations and Code of Conduct Procedure P-HSM-SPU-011 and relevant Procedures / Policies as listed below:-

D-HRM-SPU-003	Smulders Newcastle Privacy Notice;
P-HRA-SPU-002	Holiday Request Procedure;
P-HRA-SPU-003	Clocking in Out Procedure;
P-HRA-SPU-004	Absence Reporting Procedure;
P-HRA-SPU-005	Anti-Harassment and Bullying Policy;
P-HRM-SPU-001	CCTV Policy;
P-HRM-SPU-002	Retention Policy;
P-HRM-SPU-003	Data Protection Policy;
P-HSM-SPU-002	Mobile Phone Policy;
P-HSM-SPU-003	Social Media Policy – Newcastle yard
P-HSM-SPU-011	Code of Conduct;
P-HSM-SPU-040	Alcohol and Drug Policy – Newcastle yard;
P-HSM-SPU-001	Smoking Policy;
R-SM-SPU-001	HSE Policy Statement