NATIONAL AGREEMENT

Heating Ventilating Air Conditioning Piping and Domestic Engineering Industry

2014/16

BESA BUILDING ENGINEERING SERVICES ASSOCIATION

unite the UNION
National Agreement

Working Rules and Conditions for Operatives

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NATIONAL AGREEMENT

Working Rules and Conditions for Foremen, Craftsmen, Apprentices, Installers, Adult Trainees and Mates

hereinafter referred to as Operative or Operatives employed in the

Heating Ventilating Air Conditioning Piping and Domestic Engineering Industry

made between

Building Engineering Services Association
hereinafter referred to as the Association

and

Unite the Union
hereinafter referred to as the Union

first issued in 1911

incorporating amendments agreed up to 24 September 2014

Further copies of this Agreement are available from the BESA Publications Department, Old Mansion House, Eamont Bridge, Penrith, Cumbria CA10 2BX
NATIONAL AGREEMENT

Working Rules and Conditions for Foremen, Craftsmen, Apprentices, Installers, Adult Trainees and Mates

In order not to conflict with the provisions of the Equality Act 2010 this National Agreement must be interpreted so that it does not discriminate on grounds of sex.

Any terms such as job titles in the male gender, eg Foreman, apply to either sex. Where the masculine pronoun is used the provisions apply equally to men and women.

This National Agreement is appropriate for work related to the heating, ventilating, air conditioning, piping and domestic engineering industry. The following list (which is not intended to be inclusive or exclusive) illustrates the related work for which this Agreement is appropriate although it is recognised that other agreements may also apply:

i all forms of piping including gas installations and plastic pipework
ii all forms of boilers including oil fired installations
iii sprinkler installations
iv heated ceilings
v ductwork installation
vi thermal insulation
vii service and maintenance of the work covered by this National Agreement.
FOREWORD

Preamble
The Association and the Union, hereinafter collectively referred to as the Parties, have a record of good industrial relations, soundly based on mutual understanding, respect and progressive negotiation. They therefore set down their joint understanding on the following matters.

Recognition of the Parties
The Building Engineering Services Association recognises the exclusive right of Unite the Union to represent the interests of Operatives covered by this Agreement and to negotiate and enter into binding agreements governing their terms and conditions of employment.

The Union recognises the exclusive right of the Building Engineering Services Association to represent the interests of Employers carrying out work and employing Operatives covered by this Agreement and enter into binding agreements in so far as they relate to such Operatives employed on such work.

The Parties to this Agreement encourage membership of their respective organisations by Operatives and Employers.

Deduction of Union Contributions
A Model Agreement has been agreed between the Parties for the collection of Union contributions by periodic deduction by Employers from the wages of Operatives who are Union members. The consent of the Employer and the individual Operative is necessary to implement these arrangements. Employers are advised to adhere to the guidelines set out in the Model Agreement for the provision of this facility. (The Model Agreement is set out in Appendix A of this National Agreement).

Productivity and Profitability
It is accepted that sustained productivity and profitability are essential for the progress of the industry and the benefit of all engaged in it and it is recognised that the nature of the work frequently makes it necessary for Operatives to work with little direct supervision in co-operation with other trades.
The Parties jointly and severally affirm their support for efficient and safe working procedures and methods and therefore mutually agree upon the following principles:

i. maximum utilisation of labour through the fullest application of the Balance of Gangs Clause of this Agreement

ii. grading of Operatives in accordance with the structure defined in this Agreement

iii. education and training of Operatives to the occupational standards established by the standards setting organisation for the industry, SummitSkills, and to the requirements for Apprentices for the sector also established by SummitSkills, and the parallel arrangements for the accreditation of prior learning and experience of mature employees, including Adult Trainees

iv. improvement of productivity by the application of recognised work study and similar evaluation techniques after consultation with the representatives of the Operatives concerned

v. provision of suitable mechanical aids by Employers and their use by Operatives trained in their safe operation

vi. prompt reference by the Union to the appropriate body to resolve any demarcation problems arising with other unions

vii. pursuance of the objectives of Employers and Operatives and the resolution of problems jointly, avoiding the use of restrictive practices

viii. continuity of production by good time keeping and proper production throughout working hours, and resolution of any disputes in accordance with the Conciliation Clause of this Agreement.
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It is hereby agreed by the Parties as follows:

1: Conditions of engagement

for Operatives whose contracts of employment with their current Employer began before 3 October 2005

a  i  An Operative may be engaged and started at the Employer's Head Office or Branch Office, or at the job.

  ii  the Employer shall give the Operative reasonable notice before any transfer to a lodging job. An Operative may be transferred from one job to another at any time during the period of his employment but an Employer must not use a transfer to a lodging job as a means of forcing an Operative to break his contract of employment by refusing a transfer.

for Operatives whose contracts of employment with their current Employer began on or after 3 October 2005

aa i  An Operative may be engaged and started at the Employer's Head Office or Branch Office, or at the job.

  ii  Operatives engaged under the terms of this National Agreement do not have a normal or fixed place of work. Given the nature of Employers’ business requirements and the duties which Operatives undertake, Operatives may be required to move from one job to another, as may be directed by the Employer from time to time (including transfers to lodging jobs). This will depend upon various factors according to the needs of the Employer’s business or according to the operational requirements and availability of work at any particular time. The Employer will give as much notice as reasonably practicable of any requirement to move from one job to another. It is implied under the terms of this Agreement that Operatives are willing and able to transfer from job to job; and it will therefore normally be regarded as reasonable for Operatives to be required to work anywhere within the geographical area where the Employer has operations.

b  The contract of employment shall be deemed a contract from hour to hour and payments, except where otherwise prescribed in this Agreement, shall be for time actually worked.

1
c All distances referred to shall be calculated as a straight line from the centre to the point in question, subject to Clauses 15 a ii, and 16 a iv.

d i The Employer shall not employ any sub-contractor who is not a bona fide employer of labour observing the appropriate recognised rates of wages and working conditions

ii the Employer shall not sub-contract work to self-employed Operatives whether engaged direct or through a fee charging agency.

e Any Operative contracting for heating, ventilating, air conditioning, piping or domestic engineering work or related work on his own account, or in his own time, whilst in employment shall be liable to instant dismissal by his Employer.

f Wearing of Safety Helmets

i In line with the legislation in force, Operatives shall wear safety helmets at all times in all workplaces unless instructed otherwise.

ii the Employer shall provide suitable helmets and it is the responsibility of the Operative to take all reasonable steps to safeguard, maintain and generally take care of the helmet provided to him. Where appropriate the Employer and Operative shall agree on arrangements for storing helmets on site.

g Provision of Safety Footwear

i In line with the legislation in force, safety footwear shall be worn at all times in all workplaces where appropriate risk assessment shows risk of foot injury to be present. In these circumstances, the Employer shall provide safety footwear that is suitable, and the Operative shall take all reasonable steps to safeguard, maintain and generally care for the footwear provided

ii if the Operative leaves the Employer, other than for reasons of redundancy, within twenty six weeks of the provision of new safety footwear on the above basis, the Employer shall be entitled to charge the Operative, by deduction from his wages, a sum equivalent to 1/52nd of the cost of the safety footwear for each complete week that the Operative’s service falls short of the said twenty six weeks.
Site Safety
Employers must ensure that all Operatives have been provided with appropriate safety training relevant to their intended activities and are properly briefed on any special circumstances relating to safety at each site where they undertake work, particularly when arriving at a new site. A Joint Statement on Site Safety and Site Safety Induction Courses which outlines the responsibilities of clients, main contractors, Employers, sub-contractors and Operatives as regards safety and the joint commitment of both the Association and Unite the Union to the promotion of safe working practices is at Appendix E.

Working Time Regulations, 1998
The Parties have jointly reviewed the provisions of this National Agreement to reflect the requirements and permitted flexibilities available under the Working Time Regulations (Statutory Instrument 1998 No. 1833). Where there are references to the provisions of the Working Time Regulations in the following Clauses of this Agreement, they relate only to those provisions of the Regulations dealing with adult workers. This Agreement seeks to make no modification to, or exclusions from, the Working Time Regulations in relation to young workers, as defined in the Regulations (that is, young people over school leaving age up to age 18). The Parties accept and recognise that the provisions of the Working Time Regulations as they apply to young workers shall apply without modification.
2:  **Termination of employment**

a  Where an Operative has been employed for any 'period of continuous employment*', employment may be terminated as follows:

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<td>Up to and including five days</td>
<td>Remainder of current working day (Not less than two hours, ending at normal finishing time)</td>
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<td>Two years but less than 12 years</td>
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<td>12 years of continuous service</td>
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*as defined in the Employment Rights Act 1996

b  In respect of any period of notice under a above the minimum pay to which the Operative is entitled during such notice shall be in accordance with the Employment Rights Act 1996.

c  Provided always that the provisions of Clauses 2a and b are subject to:

i  in case of gross misconduct, an Operative may be summarily discharged at any time

ii  either an Operative or an Employer may waive his right to notice on any occasion or accept a payment in lieu of notice.

d  Operatives with one year's service or more are entitled** on request, to a written statement of the reason for dismissal within 14 days of the request.

**Under s92 of the Employment Rights Act 1996
3: Hours of work

a The normal working week shall consist of 38 hours [with effect from 6 October 2014: 37½ hours] to be worked in five days from Monday to Friday inclusive. The length of each normal working day shall be determined by the Employer but shall not be less than six hours [with effect from 6 October 2014: 5½ hours] or more than eight hours unless otherwise agreed between the Employer and the Operative concerned. [With effect from 6 October 2014: Where a day of 5½ hours’ duration is worked, there shall be no meal or refreshment break as provided for under Clause 4.]

b Subject to paragraph c below, the Employer and the Operative concerned may agree to extend the working hours to more than 38 [with effect from 6 October 2014: 37½ hours] hours per week for particular jobs, provided that overtime shall be paid in accordance with Clause 9. (Attention is also drawn to the provisions for containing overtime – see Clause 9a). For the avoidance of doubt, it is agreed by the Parties that overtime working is not normally contractual; any overtime that may be available is normally provided at the sole discretion of the Employer.

c It is accepted by the Parties that the nature of the work carried out under the scope of this National Agreement requires considerable flexibility on the part of Employers and Operatives to work together to deliver total satisfaction to the industry’s clients. This may require periods of long-hours working, urgent or emergency working at short notice, night work, shift working, and extending working periods into times which might otherwise be daily or weekly rest periods and in-work rest breaks. Circumstances where these requirements could arise may include (but are not limited to): activities where there is a need for continuity of service or production; activities where work cannot be interrupted on technical grounds; work where there is a foreseeable surge of activity; and activities which are affected by exceptional and unforeseeable circumstances beyond the control of the Employer. In the light of this, the Parties have agreed that, in accordance with Regulation 23 of the Working Time Regulations (Statutory Instrument 1998 No. 1833), and any amendment or modification thereof, a number of Regulations shall be excluded in relation to work within the scope of this National Agreement, as set out in subsequent Clauses of this Agreement.
4: **Meal and refreshment breaks**

a The meal break which is not included in normal working hours shall, under normal circumstances, be unpaid and shall be one hour except when such a break would make it impossible for the normal working day to be worked, in which case the break may be reduced to not less than half an hour.

b An Operative directed to start work before his normal starting time or to continue work after his normal finishing time shall be entitled to a quarter of an hour meal interval with pay at the appropriate overtime rate for each two hours of working (or part thereof exceeding one hour) in excess of the normal working day, which on Saturdays and Sundays shall mean eight hours. Where an Operative is entitled to a morning and/or evening meal interval under this Clause, the meal interval shall replace the morning and/or afternoon tea break referred to in Clause 4c.

[With effect from 6 October 2014, the following amended paragraph will replace this Clause, with the changes shown in **bold italics:**]

An Operative directed to start work before his normal starting time or to continue work after his normal finishing time shall be entitled to a quarter of an hour refreshment break with pay at the appropriate overtime rate for each two hours of working (or part thereof exceeding one hour) in excess of the normal working day, which on Saturdays and Sundays shall mean eight hours. Where an Operative is entitled to a **morning refreshment** break under this Clause, it shall replace the morning **refreshment break** referred to in Clause 4c. **Where an Operative is entitled to an evening refreshment break under this Clause, it shall be additional to the morning refreshment break allowed under Clause 4c and the meal break under Clause 4a.**

c A tea break shall, subject to Clause 4b, be allowed in the morning and in the afternoon without loss of pay, provided that the Operative co-operates with the Employer in minimising the interruption to production. To this end the duration of the tea break shall be limited to the time necessary to drink tea and the tea shall be drunk at the Operative’s workplace wherever possible.
[With effect from 6 October 2014, the following amended paragraph will replace this Clause, with the changes shown in **bold italic:**]

A refreshment break shall, subject to Clause 4b, be allowed in the *morning* without loss of pay, provided that the Operative co-operates with the Employer in minimising the interruption to production. To this end the duration of the refreshment break shall be limited to a **quarter of an hour. The Employer shall have the ability to plan the most appropriate method and timing of the break, depending on the nature of the work so as to cause the minimum disruption to production, but refreshment breaks shall not be specified at the start or the end of the work period.**

d The Parties recognise that the arrangements in this Clause are more generous than the minimum statutory entitlement in the Working Time Regulations (Statutory Instrument 1998 No. 1833). The provisions of Clauses 4b-c should have the effect of ensuring that no Operative is deprived of any in-work rest breaks to which the Operative might be entitled under Regulation 12(1). It is also accepted by the Parties, however, that there may be occasions when, for operational requirements over which the Employer may have no direct control, Operatives may be asked to forego, or work through, the meal and refreshment breaks to which they may be entitled under Clauses 4b-c. In the light of these considerations, the Parties have agreed that, in accordance with Regulation 23(a), Regulation 12(1) (rest breaks) shall be excluded in relation to work within the scope of this Agreement.

e In accordance with Regulation 24, if an Operative is required to work into or through a meal break, then the Operative concerned shall be allowed to take an equivalent period of unpaid compensatory rest, by adding the period of compensatory rest to the next convenient period of daily or weekly rest to be agreed with the Employer. The length of the compensatory rest shall be the same time as the Operative had to work over into the original rest break in the first place.
5: Guaranteed week

a Subject to the provisions of this Clause an Operative who has been continuously employed by the same Employer for not less than two weeks is guaranteed wages equivalent to his inclusive hourly normal time earnings for 38 hours [with effect from 6 October 2014: **37½ hours**] in any normal working week provided that during working hours he is capable of, available for, and willing to perform satisfactorily the work associated with his usual occupation, or reasonable alternative work if his usual work is not available.

b In the case of a week in which holidays recognised by agreement, custom or practice occur, the guaranteed week shall be reduced for each day of holiday by the normal working day as determined in Clause 3a.

c In the event of a dislocation of production as a result of industrial action the guarantee shall be automatically suspended. In the event of such dislocation being caused by Operatives working under other Agreements and the Operatives covered by this Agreement not being parties to the dislocation, the Employer shall, in accordance with Clause 5d, endeavour to provide other work or if not able to do so shall provide for the return of the Operatives to the shop or office from which they were sent. The Operatives will receive instructions as soon as is practicable as to proceeding to other work or return to shop.

d The basis upon which the Employer shall endeavour to provide alternative work as required in Clause 5c shall be as follows:

i where possible the employer shall try to organise work on each job so as to provide a normal day’s work for five days, Monday to Friday

ii where this is not possible on any particular job, the Employer shall endeavour to arrange to transfer Operatives to other sites to make up working hours to a normal day’s work for five days, Monday to Friday

iii where an Employer finds it impossible to provide a normal day’s work for five days, Monday to Friday, he should rearrange the working hours in agreement with the Operatives concerned
so that normal time earnings for 38 hours [with effect from 6 October 2014: **37½ hours**] in the normal working week can be earned but in less than five days

iv where it is not possible to provide Operatives with a minimum of 38 hours [with effect from 6 October 2014: **37½ hours**] during the week, rather than resort to dismissals a reduced working week may be agreed.

e In the event of dislocation of production as a result of civil commotion, the guarantee shall be automatically suspended at the termination of the pay week after the dislocation first occurs and the Operative may be required by the Employer to register as an unemployed person.
6: Grading definitions

a Operatives covered by the Agreement shall be graded in accordance with the definitions in Clauses 6e-k.

b The rates of wages for each grade shall be agreed from time to time between the Association and the Union and shall be enumerated in an Appendix to this Agreement.

c When an Operative is re-graded, the rate for the new job shall apply from the date of the re-grading.

d Any dispute between an Employer and an Operative as to the grade which is appropriate for the Operative or in connection with any other matter relating to grading including a refusal or delay on the part of the Employer to consider re-grading shall be dealt with in accordance with Clause 25, Conciliation, of the Agreement.

e The definition of the grade Mate shall be:

In order to secure maximum utilisation of manpower and optimum economic production, Mates shall be required to provide a range of support activities for Craftsmen and Senior Craftsmen. However, the work of a Mate shall not be confined to the manual work of fetching and carrying. Mates shall within their capability carry out semi-skilled tasks with one objective of improving productivity and the other objective of permitting those who wish to do so to qualify for consideration for appointment as an Adult Trainee. While not required to demonstrate developed technical skills, Mates shall be able to undertake semi-skilled repetitive tasks, including the use of power tools.

A Mate must also be aware of the basic safety requirements of the job, having had appropriate health and safety training.

f The definition of the grade Adult Trainee shall be:

An Adult Trainee shall be graded the same as a Mate but shall be undergoing recognised training or pursuing accreditation of prior learning and/or experience with a view to achieving National Vocational Qualification/Scottish Vocational Qualification (NVQ/SVQ) Level 2 in H&V Installation.
The definition of the grade **Installer** shall be:

An Installer shall be able, under close, but not constant supervision, to carry out the installation of domestic or industrial/commercial pipework and/or ductwork, and associated components and systems. An Installer shall be able to:

i. demonstrate a basic knowledge of how the components within a system relate to each other;

ii. plan the installation of system components;

iii. install and test system components;

iv. carry out pre-commission testing; and

v. de-commission systems.

An Installer shall also be able to demonstrate competence in the health and safety, human interaction, quality control and environmental requirements appropriate to their scope of work.

All Installers entering the grade other than by re-grading from the former Assistant and Improver grades shall demonstrate that they have satisfactorily completed training or received formal accreditation for the skills and experience they possess, howsoever acquired, in accordance with the requirements of NVQ/SVQ Level 2 H&V Installation (whether Industrial and Commercial, Domestic or Ductwork options) which may be amended from time to time – as approved by the appropriate national accreditation bodies.

Operatives graded Installer who wish to consider qualifying for entry to the Craftsman grade by achieving NVQ/SVQ Level 3 should contact their Employer to ascertain whether arrangements can be made through an appropriate agency for the assessment of their skills and experience.

See Clause 6m on obtaining information about the definition of the former Assistant and Improver grades.

The definition of the grade **Apprentice/Trainee** shall be:
An Apprentice/Trainee – as distinct from an Adult Trainee – shall be undertaking an approved course of training as follows:

i in accordance with the Agreement on Apprenticeships at Appendix G; or

ii in the case of Ductwork Installation Trainees, an approved in-company scheme of training (further details are given in Clause 23).

i The definition of the grade Craftsman shall be:

A Craftsman shall be able without supervision to carry out the installation of domestic or industrial/commercial pipework and/or ductwork, and associated components and systems. A Craftsman shall be able to:

i demonstrate a greater depth of technical knowledge and level of responsibility than an Installer: in particular, a Craftsman shall be able to demonstrate detailed knowledge of a system’s operating principles;

ii set, identify and establish the requirements of the job, whether from drawings or customers’ other instructions;

iii liaise with other trades, suppliers and customers, as appropriate;

iv solve problems within the scope of the work carried out;

v ensure compliance with all relevant standards;

vi specify and monitor programmes for installing and commissioning systems;

vii commission and test systems.

A Craftsman shall also be able to demonstrate competence in the health and safety, human interaction, quality control and environmental requirements appropriate to their scope of work. Where work is undertaken on gas systems, it shall comply with the requirements of relevant regulations and the nationally accredited scheme for the certification of gas-fitting personnel.
A Craftsman shall:

have worked in the industry for four consecutive years; and

have successfully completed an apprenticeship approved by the former National Joint Industrial Council (NJIC); or

have completed a Modern Apprenticeship/an Apprenticeship; or

have completed a training programme as a Ductwork Installation Trainee; or

have received formal accreditation for the skills and experience they possess, howsoever acquired

– in accordance with the requirements of NVQ/SVQ Level 3 in H&V Installation (whether Industrial and Commercial, Domestic or Ductwork options) which may be amended from time to time – as approved by the appropriate national accreditation bodies.

A listing of the former qualifications previously required for entry into the grade of Craftsman as recognised by the Parties can be found in the agreed Notes for Guidance.

j The definition of the grade Senior Craftsman shall be:

A Senior Craftsman shall have at least the same qualifications as a Craftsman, except that a Senior Craftsman shall have gained not less than five years' experience of working in the industry after achieving status as a Craftsman.

A Senior Craftsman shall:

i have experience beyond that of a Craftsman by virtue of additional proficiency, speed and flexibility, and have other special skills over and above that detailed in the definition of a Craftsman; and

ii agree to undertake the day-to-day on-the-job training and instruction of Adult Trainees, Apprentices and other trainees/candidates undergoing, for example, the accreditation of their prior learning aimed at the achievement of industry-
recognised Vocational Qualifications; and

iii be able to take responsibility for the day-to-day supervision of work squads with an average labour force of three other Craftsmen/Senior Craftsmen.

Subject to the agreed Notes for Guidance concerning this Clause, re-grading as a Senior Craftsman shall be on the basis of the Craftsman having the capabilities required by the grade, rather than the Employers’ requirements for such level of work to be performed.

The definition of the grade Foreman shall be:

A Craftsman who satisfies the qualifications of a Senior Craftsman may be designated by the Employer as a Foreman, provided he is competent to perform all the duties listed below (or the vast majority of them as appropriate to and in accordance with the requirements of the Employer):

i assign tasks to Senior Craftsmen with supervisory responsibilities and other Operatives under his direct control

ii redeploy Senior Craftsmen with supervisory responsibilities or other Operatives under his direct control, in order to achieve the optimum productivity including on-site batch production and fabrication

iii decide methods to be used for individual operations and instruct other Operatives accordingly

iv ensure variation work does not proceed without authority from the office

v maintain site contract control procedure

vi requisition and progress supply of necessary equipment and materials to other Operatives when required

vii ensure that other Operatives take all reasonable steps to safeguard, maintain and generally take care of Employer’s tools and materials
viii maintain day to day liaison and programme of work with main contractor and other sub-contractors

ix inspect and review progress of work of sub-contractors

x monitor progress to main contractors, in order that agreed programme is met

xi measure and record progress of work

xii inspect the work of other Operatives for quality, progress and satisfactory completion

xiii check weekly progress against programme and identify deviations therefrom

xiv verify bookings on time and job cards and despatch them promptly to the office

xv notify office of impending delays likely to affect progress or give rise to a claim

xvi establish reasons for delays to work and notify office

xvii provide information for cost variation investigations when necessary

xviii forecast labour requirements

xix ensure company instructions and standards of discipline, workmanship and safety are maintained on site

xx ensure that the conditions of the National Agreement and any other conditions of employment are complied with

xxi supervise training of Apprentices assigned to his control

xxii take overall charge of all his Employer’s labour on site and act where necessary as the Employer’s site agent

xxiii evolve and/or agree order of work within overall programme and control its progress
xxiv decide or agree locations of site office, site stores, site workshop and other work stations and adjust same to suit site progress and changing conditions

xxv ensure compliance of all work, whether executed by own Operatives or sub-contractors, with drawings and specifications

xxvi organise, supervise and record such tests (eg hydraulic) and/or inspections as are required during progress of contract

xxvii requisition or otherwise procure such attendances and facilities as are required of the main contractors and/or of other sub-contractors

xxviii attend site meetings (if so required by Employer)

xxix ensure that safe methods of work are adopted by other Operatives under his direct control

xxx ensure clearance of rubbish as specified

xxxi arrange and supervise testing on completion, including compliance with specifications, snagging and operational handing over as directed and final site clearance

xxxii such other duties as are reasonably required by the Employer.

Alternatively:

A parallel route to demonstrating the capabilities required of a Foreman will also exist through the achievement of the NVQ/SVQ Level 3 Technology and Project Management qualification, or (in Scotland) the National Higher Certificate in Building Services Engineering – which may be amended from time to time as approved by the appropriate national accreditation bodies. Details of the previous qualifications can be found in the agreed Notes for Guidance.

The Employer is not obliged to re-grade every Senior Craftsman as Foreman who may have the capabilities required by the Foreman grade or the NVQ/SVQ Level 3 Supervision. A Senior Craftsman who is graded as a Foreman does not necessarily carry the Foreman grade with him to a new Employer.
See Clause 6m on obtaining information about the grade definition of the former Foreman and Foreman (Ductwork) grades.

Registration with Engineering Services SKILLcard

All Operatives should register with Engineering Services SKILLcard by completing an application form and returning it with two passport sized photographs and evidence of meeting the health and safety awareness requirements of SKILLcard. Further details of Engineering Services SKILLcard are available in the SKILLcard scheme booklet which can be downloaded from the SKILLcard website at www.skillcard.org.uk or can be obtained from the SKILLcard office at:

Engineering Services SKILLcard Ltd
Old Mansion House
Eamont Bridge
Penrith
Cumbria
CA10 2BX

Tel: 01768 860406
Fax: 01768 860401
e-mail: skillcard@welplan.co.uk

Employers will assist where practically possible with the registration of Operatives.

Upon payment of the relevant registration fee and subject to the principles of SKILLcard, Operatives will be sent a credit card-sized SKILLcard registering their details.

Employers should ask to see the Operative’s SKILLcard to verify an Operative’s qualifications. Any queries about an individual Operative can be addressed to the SKILLcard office on the telephone number above, but, under no circumstances, will lists of Operatives registered by Engineering Services SKILLcard be supplied to any enquirer.

Information about Former Grade Definitions

Details of former grade definitions are obtainable from either of the Parties, by writing or telephoning the relevant body shown at Appendix J.
7: Balance of gangs

a. The balance of gangs as between Craftsmen, Installers, Mates and Apprentices shall be on the basis that:

i. Support work for skilled men may be done by the skilled men themselves or by Installers, Mates or Apprentices in order to secure the maximum utilisation of labour and the optimum economic production; thus one Mate can be used to do the support work for two or more Craftsmen or conversely two or more Mates may work with one Craftsman.

ii. In order to provide Apprentices with appropriate practical experience and to permit them to make the fullest possible contribution to production, they shall be permitted to work with the tools with the minimum of supervision necessary but always on work which is under the control of a recognised Craftsman/Senior Craftsman. In the case of welding this shall mean that Apprentices shall not weld until they have completed the appropriate NVQ/SVQ related welding course. Apprentices shall not be employed solely and continuously on heavy labouring work.

b. Erection, Alteration and Dismantling of Scaffolding and Towers

Operatives shall, where properly trained or supervised, undertake the erection, alteration and dismantling of mobile towers and easy-fix scaffolding as part of their normal work. The Employer shall ensure that such supervision is undertaken by Operatives who are properly instructed in the necessary working and safety procedures.
8: Wages and allowances

a Rates of wages, all allowances and holiday credits referred to in this Agreement shall be agreed from time to time between the Association and the Union, and shall be enumerated in an Appendix to this Agreement.

b The rates of wages and other conditions of employment for Operatives engaged on HVAC work on certain categories of project in the engineering construction industry shall be as set out in the Agreement between the Association and the Union in Appendix C to this Agreement.

Payment of Wages
c Unless otherwise agreed between the Employer and the Operative, payment of wages shall be by credit transfer into a bank or building society account in the name of the Operative concerned.

d Unless otherwise agreed between the Employer and the Operative, the pay week shall normally end at Friday and wages shall be paid on the following Thursday.

e The Employer at his discretion may pay each Operative to the nearest £1 upwards each week, carrying the credit forward, deducting it from the next wage payment which is again paid to the nearest £1 upwards.

f Where wages due cannot be calculated on time sheets, the Employer shall make assessed payment for the days worked. Any necessary corrections shall appear in wages payable for the following week.

Responsibility Allowance
g A system of Responsibility Allowances was introduced from 24 August 1998. The rates of the Allowance shall be agreed between the Association and the Union and enumerated in an Appendix to the Agreement. The Allowance can be paid in multiples of one, two or three to Craftsmen or Senior Craftsmen, at the discretion of the Employer, depending upon the nature and level of the responsibilities involved, taking account of the following considerations:
Conditions for Payment of the Allowance to Craftsmen and Senior Craftsmen with day-to-day supervisory responsibilities

Senior Craftsmen

h Senior Craftsmen shall take responsibility for the day-to-day supervision of work squads with an average labour force of three other Craftsmen/Senior Craftsmen. Payment for this responsibility is included in the hourly rate for the grade.

i However, where there is a requirement for a Senior Craftsman to take sole responsibility for the day-to-day supervision of larger work squads, a Responsibility Allowance shall be payable. The value of the Responsibility Allowance payable when Senior Craftsmen undertake supervisory responsibilities as defined in this paragraph was differentially increased from 2 October 2000 and is enumerated in an Appendix to this Agreement. A Responsibility Allowance paid to a Senior Craftsman for undertaking large squad supervision is referred to as a Supervisory Responsibility Allowance.

Craftsmen

j Where there is a requirement for a Craftsman to take responsibility for the day-to-day supervision of work squads with an average labour force of three other Craftsmen, a Responsibility Allowance shall be payable.

General

k Where a Responsibility Allowance is paid in respect of supervisory responsibilities, it may be paid on a permanent, temporary or short term basis for as long as the supervisory requirement continues, provided the Employer informs the Operative concerned of the likely length of the period of payment of the Allowance and gives due notice of its cessation when the supervisory requirement has come to an end.

l A Responsibility Allowance paid on this basis shall be reckonable for overtime insofar as the supervisory responsibilities are carried out during overtime working.
Conditions for Payment of the Allowance to Craftsmen and Senior Craftsmen with welding skills

m A Responsibility Allowance may also be payable to a Craftsman or Senior Craftsman who holds a second current Certificate of Competency in oxy-acetylene or metal arc welding to the standards set out in the 'Welding of Carbon Steel Pipework - Code of Practice' (informally known as the 'Grey Book'), provided that Craftsmen and Senior Craftsmen shall keep both Welding Certificates current. Payment for the first welding skill is included in the hourly rate for the Craftsman and Senior Craftsman.

Conditions for Payment of the Allowance to Operatives with Responsibilities for the Visual Inspection, Testing and Purging of Industrial and Commercial Scale Natural Gas Systems

n A Responsibility Allowance may also be payable to Operatives who hold a certificate issued by the relevant individual accreditation and certification scheme in order to be able to undertake the visual inspection, testing and purging of industrial and commercial scale natural gas systems in accordance with the Institute of Gas Engineers and Managers standard procedure specification IGE/UP/1. The value of the Responsibility Allowance paid in such circumstances shall have the same value as that provided for under Clause 8m. For the avoidance of doubt, this shall not be paid in respect of inspection and purging of domestic scale appliances and/or systems, as this is to be regarded as an integral part of the job of Craftsmen and Senior Craftsmen who undertake domestic work.

General

o The conditions set out above relating to the payment of responsibility allowances are summarised in the matrix in the agreed Note for Guidance on page 73.

Certification of Welding Skills

p Craftsmen and Senior Craftsmen are required to ensure their welding skills are updated and properly certificated by registering their welding competency through Engineering Services SKILLcard. To do this, Operatives should complete an application form and return it with two passport-sized photographs and evidence of meeting the health and safety awareness
requirements of SKILLcard to:

Engineering Services SKILLcard Ltd
Old Mansion House
Eamont Bridge
Cumbria
Penrith
CA10 2BX

Tel: 01768 860406
Fax: 01768 860401
e-mail: skillcard@welplan.co.uk
website: www.skillcard.org.uk

Employers will assist where practically possible with registration of an Operative's welding skills.

q Upon payment of the relevant fee, Craftsmen and Senior Craftsmen will be sent a SKILLcard certifying their welding competency.

r Information about the availability of welding test facilities can be obtained from Engineering Services SKILLcard whose contact details are shown above.

s From August 1999, welding skills were incorporated as optional units into the Level 3 NVQ/SVQ in H&V Installation. Whether they have attained this qualification or not, Craftsmen and Senior Craftsmen will receive recognition of their competence in respect of their first welding skill achieved through the NVQ/SVQ by means of a consolidated allowance contained within their hourly rate for the grade in respect of the welding skill contained within their NVQ/SVQ.

t Payment in respect of the second current Certificate of Competency will be made as above.

Merit Money

u Payment of merit money to an Operative may be made at the option of the Employer for mobility, loyalty, long service etc. and for special skill over and above that detailed in the definition of the relevant grade at Clause 6.

Abnormal Conditions

v Operatives engaged on exceptionally dirty work, or work under
abnormal conditions, of such a character as to be equally onerous, shall receive an allowance extra per day or part of a day. The determination of the conditions to which this allowance shall apply shall be agreed between the Employer and the Operative concerned in each case. The allowance shall be agreed from time to time by the Association and the Union and shall be enumerated in an Appendix to this Agreement.

**Target Incentive Schemes**

Where it has been agreed between the Employer and the majority of his workforce that target incentive schemes shall be operated in connection with works on which they are or are to be employed, such schemes shall be operated in accordance with general principles established by the Association and the Union for their operation, which are set out in Appendix B.
9: Overtime

a  It is accepted by the Parties that overtime must be contained. To this end, except in cases of urgency or emergency, actual working hours should not exceed:

i  an average of 48 hours per week in the case of travelling Operatives who should only work on Saturdays and/or Sundays in cases of urgency or emergency. Subject to paragraph j below, only in exceptional circumstances should Operatives be asked to work on more than 12 days in any 14-day period.

ii an average of 55 hours per week in the case of lodging men whose work on Saturdays and/or Sundays should be reasonably contained. The provisions of Clause 17 should have the effect of ensuring that no Operative works more than 12 days in any 14-day period.

b  It is also accepted by the Parties, taking into account the requirement to maintain the flexibility to meet the demands of the industry, that accordingly and in accordance with Regulation 23(b) of the Working Time Regulations (Statutory Instrument 1998 No. 1833), and any amendment or modification thereof, the reference period for calculating compliance with Regulation 4(3) and (4) (maximum weekly working time), and thus with the provisions of Clause 9a above, shall be successive periods of 52 weeks. The 52 week reference period will commence on the Monday of Week 1 of the PAYE year.

Where Employers have made suitable alternative arrangements at local level for designating a different reference period and commencement date, those arrangements shall take precedence over the provisions at 9b above.

c  The Parties agree that where temporary redundancies threaten in an area, eg, during the winter months, overtime should be cut or eliminated in order to spread the available work over as many Operatives as possible; any reduction in overtime in accordance with this principle shall be for negotiation between the Union and the Employer concerned, having regard to the difference between lodging and travelling jobs.
Overtime Payments

d The difference between the normal hourly rate and the overtime rate shall be known as the ‘premium’ payment.

e The Parties agree that from 3 September 2001 the method of calculating payment for overtime working shall be changed and shall replace the previous provisions within the National Agreement. From 3 September 2001, overtime payments consist of two elements:

i the normal hourly rate – payable in respect of the hour actually worked; plus

ii the corresponding relevant premium payment.

The relevant normal hourly rate at 9e i and the corresponding premium payment at 9e ii shall be added together to produce the total overtime payment.

f The overtime premium payments shall be known as "Premium Rate 1" and "Premium Rate 2"; and the values of Premium Rate 1 and Premium Rate 2 shall be enumerated in an Appendix to this Agreement. They shall be paid subject to the conditions at 9g and h below.

Overtime during the Normal Working Week

g For the purposes of calculating overtime, time worked in excess of 38 hours [with effect from 6 October 2014: 37½ hours] during the normal working week, as provided in Clause 3, shall be paid for at normal hourly rate plus Premium Rate 1, subject to the following conditions:

i if time is lost through the fault of the Operative, this time shall be made up at normal hourly rates, before any additional time worked can be used to calculate any overtime payable. However, time worked in excess of 12 hours’ working time after actual start time shall be paid in accordance with Clause 9h

ii an Operative directed to start work before the normal starting time shall be paid overtime rate at normal hourly rate plus Premium Rate 1 for all hours worked before the normal starting time, but if through the action of the Operative the normal working week is not worked, the Premium Rate shall not be paid until time lost has been made up
iii the calculation of overtime for any week shall not be affected by any hours of absence arising from:

- certificated sickness
- absence with the concurrence of the Employer
- absence for which the Operative can provide evidence to the satisfaction of the Employer that his absence was due to causes beyond his control
- authorised rest periods due under Clause 9i and 11d

iv for the avoidance of doubt, the Parties to the Agreement accept that the following illustrative and non-exhaustive list of examples give grounds for reasonable absence which with the prior concurrence of the Employer would be covered by Clause 9g iii above:

- properly authenticated doctor's, hospital and dental appointments
- public duties, eg jury service
- illness of a dependant
- attendance at the funeral of a close relative in line with the bereavement leave provisions of the Agreement
- visiting a close relative in hospital who is dangerously ill

v an Operative called back to work at any time between the period commencing two hours after normal finishing time and until two hours before normal starting time, shall be paid, for the hours worked after being called back, such overtime rates as would have applied had work been continuous from normal finishing time and shall be paid a minimum of two hours at the appropriate rate.

Time Worked outside the Normal Working Week

h Time worked outside the normal working week shall be paid for as follows:
i Saturday – first 5 hours, normal hourly rate plus Premium Rate 1; after the first 5 hours, normal hourly rate plus Premium Rate 2, but if time is lost through the fault of the Operative, Premium Rate 2 shall not apply until time lost has been made up

ii Sunday – normal hourly rate plus Premium Rate 2 for all hours worked until starting time on Monday morning

iii Week-time hours, provided 12 hours have been worked since the actual starting time, until normal starting time the next morning – normal hourly rate plus Premium Rate 2.

An Operative who is required to work continuously from normal finishing time until after midnight shall normally not continue working beyond normal starting time the following day. If, however, the Employer considers it to be an emergency, work may continue after normal starting time by agreement between the Operative and the Employer.

After ceasing work, the Operative shall be entitled to a break of at least 11 hours, but the Operative shall be permitted to restart work earlier where this is agreed between the Employer and the Operative, provided there is a break of at least eight hours and suitable arrangements are agreed for the remaining hours of compensatory rest to be added to the next convenient period of daily or weekly rest to be agreed with the Employer. Where the break falls on a normal working day the Operative shall be entitled to one hour off with pay at the normal hourly rate for each hour worked after midnight until normal starting time, subject to a maximum payment of eight hours.

It is accepted by the Parties that, whilst the above arrangements should ensure that it is only in exceptional circumstances that Operatives do not receive the daily and weekly rest periods to which they are entitled under the Working Time Regulations 1998, the nature of the work carried out under the scope of this National Agreement requires considerable flexibility on the part of Employers and Operatives to work together to deliver total satisfaction to the industry’s clients. This may require periods of long-hours working, urgent or emergency working at short notice, and extending working periods into times which might otherwise be daily or weekly rest periods. In the light of this, the Parties have agreed that, in accordance with Regulation 23(a), and any
amendment or modification thereof, the following Regulations shall be excluded in relation to work within the scope of this National Agreement:

i Regulation 10(1) (entitlement to a daily rest period); and

ii Regulation 11(1) and (2) (entitlement to a weekly rest period).

The Parties have also agreed that these Regulations are excluded on the basis that, if an Operative is required to continue working into a period that would otherwise be a daily or weekly rest period, then the Operative concerned shall be allowed to take an equivalent period of unpaid "compensatory rest", by adding the period of compensatory rest to the next convenient period of daily or weekly rest to be agreed with the Employer. The length of the compensatory rest shall be the same number of hours as the Operative had to work over into the original daily or weekly rest period in the first place.
10: Payment for recognised holidays worked

a This Clause applies to all recognised holidays defined in Clause 18, and, in Scotland – three days of the Winter Holiday period as defined in Clause 10c.

b An Operative who works on any of the days in Clause 10a shall be paid a minimum of two hours at the appropriate rate. In addition an Operative shall be granted a day’s holiday with pay for each holiday day worked as provided in Clause 18c.

c Time worked on such days shall be paid as follows:

**In England and Wales**
New Year’s Day, Good Friday, Easter Monday, May Bank Holiday, Spring Bank Holiday, Late Summer Bank Holiday, Christmas Day, Boxing Day

**In Scotland**
Three consecutive days of the Winter Holiday period* including New Year’s Day and the one or two holiday days which immediately follow it (if any), Spring Holiday, Friday before Spring Holiday (transferred to the Winter Holiday period), May Holiday, Autumn Holiday (one day), Boxing Day

Christmas Day and one day recognised holiday to be agreed locally

Friday before Autumn Holiday

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*Time worked on such days shall be paid as follows:

**In England and Wales**
New Year’s Day, Good Friday, Easter Monday, May Bank Holiday, Spring Bank Holiday, Late Summer Bank Holiday, Christmas Day, Boxing Day

**In Scotland**
Three consecutive days of the Winter Holiday period* including New Year’s Day and the one or two holiday days which immediately follow it (if any), Spring Holiday, Friday before Spring Holiday (transferred to the Winter Holiday period), May Holiday, Autumn Holiday (one day), Boxing Day

Christmas Day and one day recognised holiday to be agreed locally

Friday before Autumn Holiday

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The normal working day as of determined in Clause 3a, time-and-a-half; thereafter, double time

The normal working day as determined in Clause 3a, normal hourly rates; thereafter, overtime rates in accordance with Clause 9
In Northern Ireland
The eight days of recognised holidays as agreed by the Northern Ireland Branches of the Association and Union

*One of these three days will be from annual holidays.

d The general conditions of the Agreement shall apply to Operatives called back to work on these holidays.
11: Night shifts and night working

a  For the purposes of this Clause, the Parties have agreed that:
   i  the period from 11.00pm to 6.00am shall be designated as
       “night time”; and
   ii a “night worker” shall be defined as an Operative who
       undertakes at least three hours’ working time during the period
       designated as night time, for the majority of the days on which
       the Operative works,

   in accordance with the Working Time Regulations (Statutory

   Where Employers have made suitable alternative arrangements
   at local level for designating “night time” and defining “night
   workers”, those arrangements shall take precedence over the
   provisions at Clause 11a i-ii above.

b  When Operatives are called upon to undertake night shifts and
   night work, the length of: each period when night working is
   required; each period of night working individual employees may
   be required to work; and individual night shifts themselves, shall
   be determined by the Employer, taking account of the operational
   requirements of the job concerned. Subject to the provisions set
   out below, the hours of attendance for night work in any 24-hour
   period shall be normally no longer than 12 hours, unless otherwise
   agreed between the Employer and the Operative concerned.

c  For an Operative who works for at least five consecutive nights:
   i  the basic rate, called the night shift rate, shall be one and a
       third times the normal rate
   ii overtime rates and conditions shall be as for normal working
       days (provided in Clause 9), but the basic rate shall be the
       night shift rate.

d  An Operative who works for less than five nights and does not
   work during the day shall be paid overtime rates as provided in
   Clause 9, subject to the following conditions:
i. It is assumed the Operative concerned has already worked his normal working day and, although these hours will not be paid, they count towards the 38-hour [with effect from 6 October 2014: 37½ hour] threshold before overtime premia take effect.

ii. If the day after completion of the final night shift is a normal working day, the hours the Operative would have worked will not be paid, but will count towards the threshold of 38 hours [with effect from 6 October 2014: 37½ hours] for the weekly calculation of overtime. Subject to the provisions of Clause 5, no additional payment shall be made for the hours that would have normally been worked on that day.

e. It is recognised by the Parties that night working is not an especially frequent occurrence in the industry. When night working is required, it tends to be required at short notice, over reasonably short periods, either to meet the requirements of the client, or because of urgent or emergency situations which may arise; in any event, it is also accepted by the Parties that, when night working is required, it is normally likely to be more effective in meeting the objectives of the job concerned if the duration of individual periods of night work and/or night shifts is extended to at least 12 hours each.

f. In the light of this, the Parties have agreed that, in accordance with Regulation 23(a) of the Working Time Regulations 1998, and any amendment or modification thereof, the following Regulations shall be excluded in relation to work within the scope of this National Agreement:

   i. Regulation 6(1) (eight hour average limit on the length of night work);

   ii. Regulation 6(2) (application of the average eight hour limit to night workers);

   iii. Regulation 6(3) (17-week reference period); and

   iv. Regulation 6(7) (eight hour absolute limit on the length of night work in the case of work involving special hazards or heavy physical or mental strain).
The Parties have also agreed that these Regulations are excluded on the basis that, if an Operative is required to continue working into a period that would otherwise be a daily or weekly rest period, then the Operative concerned shall be allowed to take an equivalent period of unpaid “compensatory rest”, by adding the period of compensatory rest to the next convenient period of daily or weekly rest to be agreed with the Employer. The length of the compensatory rest shall be the same number of hours as the Operative had to work over into the original daily or weekly rest period in the first place.

It is also accepted by the Parties that, in accordance with Regulation 23, the reference period for calculating compliance with:

i Regulation 4(3) and (4) (maximum weekly working time); and

ii Regulation 6(3) (reference period for calculating the average length of nightwork)

and thus with the provisions of Clause 11 above, shall be successive periods of 52 weeks. The reference period will run in accordance with the arrangements specified in Clause 9b.
12: Continuous shift work

a  In cases where jobs have to be continuously operated the work shall be carried out in two or three shifts of eight hours each according to requirements. The Operatives concerned shall be paid time-and-a-third in cases where a six day shift is worked and time-and-a-half in cases where a seven day shift is worked, overtime and night shift rates being compounded in these rates. Arrangements shall be made to change the shifts worked by each Operative.

b  To the extent any shift working operation might encompass night work, the conditions of Clause 11a-b and e-h shall apply under this Clause also.
13: Provision of tools

a  The Operative shall provide a rule and spirit level. Other tools shall be provided by the Employer but the Operative shall take all reasonable steps to safeguard, maintain and generally take care of the Employer’s tools.

b  The Operative shall co-operate in the implementation of reasonable procedures properly designed to prevent loss of or damage to tools.
14: Definition of centre

a. An Operative after 28 days’ continuous employment, or who, after his first engagement, is transferred to another job or who is re-engaged by the same firm or any of its subsidiaries within 28 days of ceasing work for any reason with the said firm shall be regarded as an Operative in regular employment for the purpose of this Clause.

b. The centre for determining distances under Clauses 15, 16 and 17 shall be agreed between the Employer and the Operative and shall be either:
   
   i. the job on which the Operative is for the time being employed, if the Operative is engaged on the understanding that his centre will be the job, or

   ii. a convenient centre near the Operative’s place of residence; unless otherwise agreed such centre shall be the Job Centre Plus Office nearest the Operative’s place of residence.

c. When an Operative whose centre is the job, becomes an Operative in regular employment as defined in Clause 14a, his centre may, by agreement between the Employer and the Operative, be transferred to one located in accordance with 14b ii above.

d. As stated in Clause 1c, all distances referred to in Clause 15, 16 and 17 shall be calculated as a straight line from the centre to the point in question, subject to Clause 15a ii, and 16a iv.
15: Allowances to Operatives who travel daily

See Taxation of Allowances, Appendix D, for taxation arrangements agreed with HM Revenue and Customs relating to reimbursement of fares and travelling time.

**a** Except where his centre is the job, an Operative who is required by his Employer to travel daily up to 50 miles to the job shall be paid fares and travelling time as stated in i and ii below:

   i  return daily travelling fares for his personal travel from his centre to the job. Where cheap daily or period fares or other cheap travel arrangements by public transport are available the Employer may pay fares on that basis. Where, however, a change in such travel arrangements results from a change in the working arrangements, the Employer must pay the Operative for any additional cost. The Employer at his option may provide suitable conveyance for the Operative to and from the job in which case fares shall not be paid

   ii an allowance for personal travelling time, which shall be agreed from time to time by the Association and the Union and, subject to Clause 15b, shall be enumerated in an Appendix to this Agreement. When a reasonably direct journey is not possible, a claim for special consideration may be made by the Operative and in case of dispute the matter shall be referred to the Chief Officials of the Parties, whose decision shall be final.

**b** There shall be enumerated in an Appendix to this Agreement two scales of allowance payable in accordance with Clause 15a ii, as follows:

   i a Scale 1 travel allowance, which shall be paid to Operatives whose permanent home address and centre are within the M25 London orbital motorway; and

   ii a Scale 2 travel allowance, which shall be paid to Operatives who are entitled to a travel allowance in accordance with Clause 15a ii but who are not covered by Clause 15b i.

**c** Except where his centre is the job, payment to the Operative of allowances for travelling time and fares for journeys beyond 50 miles daily from his centre to the job will be for agreement between the Employer and the Operative concerned.
16: Allowances to Operatives who lodge

See Taxation of Allowances, Appendix D, for taxation arrangements agreed with HM Revenue and Customs relating to lodging allowance.

a Where an Operative is sent to a job to which it is impracticable to travel daily and where the Operative lodges away from his place of residence and when the work at the site to which he is sent is organised in such a way as to include, consistent with Clause 9a, an element of Saturday and/or Sunday overtime working and he works that overtime, he shall (except if he is engaged at the job or if his centre is the job) be paid the items in i to v below where appropriate:

i a nightly lodging allowance including the night of the day of return and when on weekend leaves in accordance with Clause 17a. The nightly lodging allowance shall be agreed from time to time by the Association and the Union and shall be enumerated in an Appendix to this Agreement. The lodging allowance shall not be paid when an Operative is absent from work without the concurrence of the Employer, nor when suitable lodging is arranged by the employer at no expense to the Operative, nor during the annual holidays defined in Clause 20 including the week of Winter Holiday, nor for any day or days of recognised holiday taken in conjunction with a period of annual holiday. The Operative shall provide the Employer with a statement signed by himself to the effect that he is in lodgings for the period of payment of lodging allowance under this Clause. Without such evidence the Employer shall deduct tax on lodging allowance paid

ii when suitable lodgings are not available within two miles of the job, daily return fares from lodgings to job. The Employer at his option may provide suitable conveyance for the Operative between the lodgings and the job, in which case fares shall not be paid

iii time spent in travelling to and from the centre at the commencement and completion of the job at the normal hourly rate, but when an excessive number of hours of travelling is necessarily incurred, a claim for special consideration may be made by the Operative to the Employer or by the Employer to the Operative and in the case of dispute the matter shall be
referred to the Chief Officials of the Parties, whose decision shall be final.

iv fares between his centre and the job at the commencement and completion of the job. Return fares shall be used when available.

v weekend leaves in accordance with Clause 17a.

b An Operative whose employment is terminated in accordance with Clause 2a during the course of a job, shall be entitled to travelling time and a single fare for the journey from the job to the centre. This condition shall not apply to an Operative who is discharged for misconduct or who leaves the job without the concurrence of his Employer.

c Where an Operative is sent to a job to which it is impracticable to travel daily and where the Operative lodges away from his place of residence and where the work at the site to which he is sent is organised in such a way as to be limited to the normal working week as defined in Clause 3a and b and therefore does not include any element of Saturday and/or Sunday overtime working and where the Employer provides suitable conveyance for the Operative between the Operative’s centre and the job, he shall (except if he is engaged at the job or if his centre is the job) be paid the items in i to iv below where appropriate:

i a nightly lodging allowance for the Monday, Tuesday, Wednesday and Thursday nights when he is at and using the relevant lodgings. The value of the nightly lodging allowance shall be as agreed at Clause 16a. The lodging allowance shall not be paid when an Operative is absent from work without the concurrence of the Employer, nor when suitable lodgings are arranged by the employer at no expense to the Operative, nor during annual holidays defined in Clause 20 including the week of Winter Holiday, nor for any day or days of recognised holiday taken in conjunction with a period of annual holiday. The Operative shall provide a statement signed by himself to the effect that he is in lodgings for the period of payment of lodging allowance under this Clause. Without such evidence the Employer shall deduct tax on lodging allowance paid.

ii when suitable lodgings are not available within two miles of the job, daily return fares from lodgings to job. The Employer at his
option may provide suitable conveyance for the Operative between the lodgings and the job, in which case fares shall not be paid

iii time spent in travelling to and from the centre at the commencement and completion of the job at the normal hourly rate, but when an excessive number of hours of travelling is necessarily incurred, a claim for special consideration may be made by the Operative to the Employer or by the Employer to the Operative and in case of dispute the matter shall be referred to the Chief Officials of the Parties, whose decision shall be final

iv (if the Employer does not provide suitable conveyance to the lodgings on the Sunday afternoon/evening and/or after the normal finishing time on the Friday) a return fare between the Operative’s centre and the relevant lodgings and/or site, as the case may be, based on the most economical fare for the mode of transport used at the time the journey is undertaken by the Operative concerned.

d Where the conditions described under Clause 16c are met and where the Employer additionally requires the Operative to travel from his centre to the lodgings on the Sunday afternoon/evening in order to commence work on site at the normal start time for that site the following day in order to ensure the normal 38 hours [with effect from 6 October 2014: 37½ hours] are worked during the week in question, the Operative shall additionally be paid where appropriate:

i a nightly lodging allowance for the Sunday night when he is at and using the relevant lodgings. The value of the nightly lodging allowance shall be as agreed at Clause 16a. The lodging allowance shall not be paid when an Operative is absent from work without the concurrence of the Employer, nor when suitable lodgings are arranged by the employer at no expense to the Operative, nor during annual holidays defined in Clause 20 including the week of Winter Holiday, nor for any day or days of recognised holiday taken in conjunction with a period of annual holiday. The Operative shall provide a statement signed by himself to the effect that he is in lodgings for the period of payment of lodging allowance under this Clause. Without such evidence the Employer shall deduct tax on lodging allowance paid.
17: Weekend leaves

See Taxation of Allowances, Appendix D, for taxation arrangements agreed with HM Revenue and Customs relating to weekend leave payments.

a An Operative who is in receipt of lodging allowance in accordance with Clause 16a shall be allowed a weekend leave every two weeks. Such an Operative shall be entitled to return to his centre for the recognised holiday prescribed in Clause 18 and to facilitate this, the nearest normal weekend leave shall where necessary, be deferred or brought forward to coincide with the holiday.

b Unless otherwise agreed between the Employer and the Operative the weekend leave shall be from normal finishing time on Friday to normal starting time on Monday.

c An Operative shall not normally be required to commence his return journey before 6 am on the appropriate day of return to the job but shall, where the travelling arrangements make it impossible to commence work at the normal starting time, agree with his Employer the working arrangements for that day.

d Weekend return fares shall be paid for weekend leaves. If an Operative does not elect to return to his centre, a single fare from the job to his centre shall be paid.

e The following travelling time arrangements shall apply to an Operative on weekend leave for journeys to and from his centre:

i where the job is up to 150 miles from his centre, he shall travel in his own time from the job to his centre, but travelling time from his centre to the job shall be paid at the normal hourly rate

ii where the job is 150 miles or more from his centre, he shall be paid four hours at the normal hourly rate from the job to his centre, and travelling time from his centre to the job shall be paid at the normal hourly rate.

If an Operative elects to stay at the job, travelling time shall not be paid.
f When a reasonably direct journey is not possible or when an excessive number of hours’ travelling is necessarily incurred on jobs more than 150 miles from an Operative’s centre, a claim for special consideration in respect of travelling time may be made by the Operative to the Employer or by the Employer to the Operative and in case of dispute the matter shall be referred to the Chief Officials of the Parties, whose decision shall be final.

g An Operative on weekend leave (including holidays provided in Clause 18 except for any day or days taken in conjunction with a period of annual holiday, but excluding weekend leaves under Clause 16c) shall be paid the nightly lodging allowance, provided that the leave is within this Agreement or is agreed with the Employer.
18: Recognised holidays – entitlement and payment

Entitlement

a All Operatives covered by this Agreement shall be entitled to eight Recognised Holidays as follows:

In England and Wales
New Year’s Day, Good Friday, Easter Monday, May Bank Holiday, Spring Bank Holiday, Late Summer Bank Holiday, Christmas Day, Boxing Day

In Scotland
New Year’s Day, Spring Holiday, May Holiday, Autumn Holiday (two days), Christmas Day, Boxing Day, plus one other day to be agreed locally

In Northern Ireland
The days when recognised holidays are to be taken in Northern Ireland are subject to discussion between the Northern Ireland Branches of the Association and the Union.

b If any of these days comes within the annual holidays as provided in Clause 20, mutual arrangements shall be agreed to substitute some other day for the day or days included.

c The days designated as Recognised Holidays in Clause 18a shall be paid in accordance with Clause 18d-g below.

Payment

d Payment for each day of Recognised holiday shall be calculated in accordance with the following formula:

\[ \text{current value of the weekly holiday credit for the grade concerned} \times \frac{52}{31}. \]

The rate of the weekly holiday credit shall be agreed from time to time between the Association and the Union and enumerated in an Appendix to this Agreement.
**WELPLAN – the Industry’s Holiday Pay Scheme**

The arrangements at Clauses 18e-h shall additionally apply in the case of those Operatives whose Employer participates in Welplan. In this regard, attention is particularly drawn to Sections B, C and D of the Welplan Supplement to the National Agreement.

**e** Subject to Clauses 18f-g, holiday pay shall consist of the appropriate holiday credits standing to the credit of the Operative. Provided sufficient credits have been purchased to provide for holiday pay for the holiday concerned, the Welplan holiday pay scheme will normally deliver the level of holiday pay required by Clause 18d above.

**f** If it does not, the Employer must make up the difference between the level of holiday pay delivered by Welplan and the level of holiday pay required by Clause 18d.

**g** Any Operative who has insufficient credits in his Welplan account to pay for the three days of recognised holiday included in the winter holiday period, because he entered the industry after the commencement of the appropriate Welplan accounting period, shall be entitled to three days pay at the normal hourly rate for eight hours. The Employer shall be responsible for paying the difference between this sum and the value of any holiday credits that may have been accrued in the appropriate accounting period.

**h** The Employer remains responsible for the payment of the full amount of holiday pay called for by the National Agreement.

**Payment for Operatives who work on a Recognised Holiday**

**i** Operatives who work on a Recognised Holiday as set out in Clause 18a above shall be paid in accordance with Clause 10c and shall be entitled to a day’s holiday in lieu, at a mutually agreed time. The day in lieu shall be paid at the level of holiday pay required by Clause 18d above.

**j** The general conditions of the Agreement shall apply to Operatives called back to work on these holidays.

*Note 1:* The current value of the weekly holiday credit for each of the grades of the Agreement reflects the basic hourly rate.
for each grade.

**Note 2:** A summary of Welplan and Welplan Plus and the address from which full details can be obtained is given in the Notes for Guidance to Clauses 19, 20, 21 and 22. The rules of Welplan are contained in the Supplement to the National Agreement. Welplan Plus is not part of the National Agreement. Both schemes serve as recognised mechanisms for delivering the level of contractual holiday pay required by the National Agreement.

**Note 3:** The Working Time Regulations require the level of holiday pay to be set by reference to Sections 221-224 of the Employment Rights Act 1996:

- Pay in respect of the Recognised Holiday requiring to be paid this way is related to an Operative’s normal hours of work. Where an Operative’s normal hours are fixed by the contract of employment, any overtime is not counted as part of normal working hours unless the Operative’s contract fixes a minimum number of hours (including overtime) which is more than their notional fixed hours. See Clause 3a-b.

- If an Operative’s normal rate of pay for the twelve weeks before he takes Recognised Holiday is higher than the basic hourly rate for the grade concerned because the provisions of Clause 11c or Clause 12 apply or his normal rate of pay has been varied, for example, because Clause 11 or Clause 12 has applied to him temporarily during the period of twelve weeks immediately before he takes Recognised Holiday or for some other reason, the calculation of the holiday pay to which he is entitled must also take this into account – whether holiday pay is paid under Clause 18d or through Welplan or Welplan Plus.
19: Welplan – the HVACR Welfare and Holiday Scheme; and Welplan Pensions – the HVACR Employers’ Contributory Pension Scheme

a The Employer shall notify Welplan of all Operatives to be included in the welfare and holiday scheme and the pension scheme. The rules of Welplan which are incorporated into and form part of this Agreement are set out in a separate Supplement. The rules of Welplan Pensions are set out in a scheme booklet available from Welplan Ltd. Operatives are entitled to a weekly credit subject to the rules of the welfare and holiday scheme and Welplan Pensions, to be purchased by the Employer by means of a four weekly return to Welplan. The credit shall cover:

i a weekly credit in respect of annual and recognised holidays (the value of the credit shall be agreed from time to time between the Association and the Union and shall be enumerated in an Appendix to this Agreement)

ii a weekly contribution in respect of welfare benefits (the value of the contribution shall be determined from time to time by the Association and shall be enumerated in an Appendix to this Agreement)

iii a weekly contribution in respect of pension benefits (the value of the contribution shall be determined from time to time by the Association and shall be enumerated in an Appendix to this Agreement). Additional Employer and Operative contributions can be made at the discretion of Employers and Operatives.

b Variation or Amendment
Subject to legislative changes, Clauses 19, 20, 21 and 22 of this Agreement may be varied or amended by agreement of the Parties but any variation or amendment shall, subject to the rules of Welplan, only become operative at the beginning of a new accounting period. Notice of any proposed variation must be given in writing to each of the other Parties at least six months prior to the commencement of any accounting period.
c Termination
Either of the Parties to this Agreement may terminate Clauses 19, 20, 21 or 22 at the end of any accounting period by giving notice in writing to the other Party at least 12 months before the end of the accounting period. In the event of termination of the 'Annual and Recognised Holidays Provision' the Parties agree to provide the holiday facilities and holiday payments until such time as the rights acquired by the Operatives in respect of holiday credits under this section have been met.

Note: A summary of Welplan and the address from which full details can be obtained are given in the Notes for Guidance to Clauses 19, 20, 21 and 22.
20: Annual holiday – entitlement

a    All Operatives shall be entitled to 23 days’ annual holiday with pay.

WELPLAN – the Industry’s Holiday Pay Scheme
The following arrangements shall apply in the case of those Operatives whose Employer participates in Welplan. In this regard, attention is particularly drawn to Sections B, C and D of the Welplan Supplement to the National Agreement.

b    The holiday year shall run from 1 February to 31 January.

c    Annual holidays shall normally consist of the following:

- **England and Wales**
  - i. four days of Spring Holiday
  - ii. twelve days of Summer Holiday
  - iii. seven days of Winter Holiday

- **Scotland**
  - i. four days of Spring Holiday
  - ii. thirteen days of Summer Holiday
  - iii. six days of Winter Holiday

- **Northern Ireland**
  - i. three days of Spring Holiday
  - ii. twelve days of Summer Holiday
  - iii. one day of Autumn Holiday
  - iv. seven days of Winter Holiday

**Note:** A summary of Welplan and the address from which full details can be obtained is given in the Notes for Guidance to Clauses 19, 20, 21 and 22.

The following provisions shall apply to those Operatives whose Employer does not participate in Welplan:

d    Pay for annual holidays shall be calculated as in Clause 21.

e    The timing of each holiday and the procedure to be adopted for obtaining approval to take holidays and for the granting of holidays shall be in accordance with the Employer’s normal practice, which will be notified to each Operative.
An Operative may not take any annual holiday without suitable notification from his Employer in accordance with the Employer’s normal procedures.

The holiday year shall run from 1 February to 31 January, or on such other basis as may be determined by the Employer which shall be fixed in advance and notified to the Operative accordingly.

Operatives who commence employment part way through the annual holiday year at Clause 20g, shall be entitled to a proportion of the full annual leave entitlement at a rate of 1/52nd of the annual entitlement for each complete week during which the Operative has been employed by his employer on a Monday for each week in that holiday year.

Operatives should ensure that all holiday entitlement is taken during the holiday year in which the entitlement arises.

An Operative who is unable to take his annual holiday(s) at the relevant time because he is required by his Employer to work, shall be granted his holiday by the Employer as soon thereafter as is reasonably convenient.

An Operative prevented from taking his accrued annual holiday(s) because of illness or injury, shall be entitled to take his outstanding accrued annual holiday entitlement at a later date, provided he is able to supply appropriate certification of illness from a registered medical practitioner.

Termination of Employment

An Operative whose employment is terminated in accordance with Clause 2a of this Agreement shall be entitled to payment from his Employer in lieu of holidays not taken by the end of his period of employment. Payment shall be paid at the level of holiday pay determined by Clause 21b.

If the proportion of leave taken by the Operative is more than the number of days’ annual holiday to which he is entitled at his termination date, the Employer is entitled, under this Agreement, to make appropriate deductions from the Operative’s final wages, calculated on the same basis as outlined at Clause 20h above.
21: Annual holiday – payments

a  An Operative is entitled to be paid in respect of any period of annual holiday to which he is entitled under the provisions of this Agreement.

b  Payment for each day of annual holiday shall be calculated in accordance with the following formula:

\[
\text{current value of the weekly holiday credit for the grade concerned} \times 52 \div 31
\]

The rate of the weekly holiday credit shall be agreed from time to time between the Association and the Union and enumerated in an Appendix to this Agreement.

c  The rate of a day’s pay shall be multiplied by the number of days’ holiday taken by the Operative.

WELPLAN – the Industry’s Holiday Pay Scheme
The following arrangements shall apply in the case of those Operatives whose Employer participates in WELPLAN. In this regard, attention is particularly drawn to Sections B, C and D of the WELPLAN Supplement to the National Agreement.

d  The sum standing to the credit of each Operative, being the sum of the weekly credits less any administrative charge approved by the Parties to this Agreement, shall be paid to the Operative on taking his annual holidays by the Employer in accordance with WELPLAN. However, the level of holiday pay paid for such annual holidays will need to take account of the requirements of Clause 21b, which defines the level of holiday pay that should be paid under this Agreement.

e  Provided sufficient credits have been purchased to provide holiday pay for the holiday concerned, WELPLAN will normally deliver holiday pay at a level which equates to the level of payment required by Clause 21b. If it does not, the Employer must make up the difference between the level of holiday pay delivered by WELPLAN and the level of holiday pay required by Clause 21b.

f  The rate of the weekly holiday credit referred to at Clause 21b above shall be agreed from time to time between the Association and the
Union and enumerated in an Appendix to this Agreement.

In all cases, the Employer remains responsible for the payment of the full amount of holiday pay called for by the National Agreement.

**Note 1:** The current value of the weekly holiday credit for each of the grades of the Agreement reflects the basic hourly rate for each grade.

**Note 2:** A summary of Welplan and Welplan Plus and the address from which full details can be obtained is given in the Notes for Guidance to Clauses 19, 20, 21 and 22. The rules of Welplan are contained in the Supplement to the National Agreement. Welplan Plus is not part of the National Agreement. Both schemes serve as recognised mechanisms for delivering the level of contractual holiday pay required by the National Agreement.

**Note 3:** The Working Time Regulations require the level of holiday pay to be set by reference to Sections 221-224 of the Employment Rights Act 1996:

- Pay in respect of the Annual Holiday requiring to be paid this way is related to an Operative’s normal hours of work. Where an Operative’s normal hours are fixed by the contract of employment, any overtime is not counted as part of normal working hours unless the Operative’s contract fixes a minimum number of hours (including overtime) which is more than their notional fixed hours. See Clause 3a-b.

- If an Operative’s normal rate of pay for the twelve weeks before he takes Annual Holiday is higher than the basic hourly rate for the grade concerned because the provisions of Clause 11c or Clause 12 apply or his normal rate of pay has been varied, for example, because Clause 11 or Clause 12 has applied to him temporarily during the period of twelve weeks immediately before he takes Annual Holiday or for some other reason, the calculation of the holiday pay to which he is entitled must also take this into account – whether holiday pay is paid under Clause 21b-c or through Welplan or Welplan Plus.
22: Welfare and pension benefits – entitlement and payment

a All Operatives shall be entitled to sickness and accident benefit and other welfare benefits in accordance with Welplan – the HVACR Welfare and Holiday Scheme – and pension benefits in accordance with Welplan Pensions – the HVACR Employers’ Contributory Pension Scheme.

b The rates of welfare benefits and pension contributions shall be agreed from time to time between the Association and the Union and shall be enumerated in an Appendix to this Agreement. The amount of death benefit in any particular case shall be subject to the rules of Welplan and to HM Revenue and Customs requirements.

Note: A summary of Welplan and Welplan Pensions and the address from which full details can be obtained are given in the Notes for Guidance to Clauses 19, 20, 21 and 22.
23: Apprentices and Ductwork Installation Trainees

Apprentices
a  The Parties have concluded an Agreement on the role of training and Apprenticeships in meeting the skill requirements of the Heating, Ventilating, Air Conditioning, Piping and Domestic Engineering Industry. Apprenticeships are the recognised route to skills training leading to entry to the Installer and/or Craftsman grades, as the case may be. Further details of the industry’s Apprenticeship Scheme can be found at Appendix G.

The hourly rates of pay for Apprentices shall be agreed from time to time by the Association and the Union and shall be enumerated in an Appendix to this Agreement.

Ductwork Installation Trainees
b  Training for Ductwork Installation Trainees shall be in accordance with the training scheme agreed between the Association and the Union. The training scheme has been fully integrated and is accommodated within the requirements of the NVQ/SVQ Levels 2 and 3 H&V Installation (Ductwork) qualification.

c  A trainee may enter the training scheme after a six month probationary period provided that he is at least 17 years old on entry.

d  The training scheme comprises 17 modules and training will be deemed to have been concluded once all the requirements of the relevant NVQ/SVQ have been completed.

e  On satisfactory completion of the training, the trainee will be graded as a Craftsman or Installer, as the case may be, and receive the appropriate rate of wage.

f  The hourly rates of wages for Ductwork Installation Trainees shall be agreed from time to time by the Association and the Union and shall be enumerated in an Appendix to this Agreement.

g  Full details of the training scheme for Ductwork Installation Trainees can be obtained from:
Registration with Engineering Services SKILLcard

All Apprentices and Ductwork Installation Trainees should register with Engineering Services SKILLcard by completing an application form and returning it with two passport sized photographs and evidence of meeting the health and safety awareness requirements of SKILLcard. Further details of Engineering Services SKILLcard are available from the SKILLcard website at www.skillcard.org.uk or can be obtained from the SKILLcard office at:

Engineering Services SKILLcard Ltd
Old Mansion House
Eamont Bridge
Penrith
Cumbria
CA10 2BX

Tel: 01768 860 406
Fax: 01768 860 401
e-mail: skillcard@welplan.co.uk

Information about Former Grade Definitions

Details of former grade definitions are obtainable from either of the Parties, by writing or telephoning the relevant body shown at Appendix J.
24: Shop Stewards

Site and Senior Stewards

a The Parties recognise that Stewards have a role to play in good industrial relations as representatives of the Union in the following ways:

i to represent the interests of Operatives covered by this Agreement

ii to uphold the proper application of the terms of this Agreement and the settlement of any differences by the prompt use of the agreed conciliation machinery

iii to act in accordance with the best interests of the company and the industry as set out in the Foreword to this Agreement

iv to act in a manner to preserve the good relationship between the Parties.

b Factors which can contribute towards successful achievement of these objectives are training and continuity of Steward representation. Recognised Stewards, appointed in accordance with the procedures in this Clause, shall be entitled to reasonable time off work to attend training courses (see Notes for Guidance).

c The Employer shall not recognise Stewards other than those of Unite the Union in respect of this Agreement.

d The Employer shall not recognise representatives other than the Site Stewards referred to in Clauses 24l to 24n and/or Senior Stewards referred to in Clauses 24o to 24u in respect of this Agreement.

e No Site or Senior Steward shall be recognised until he has been duly elected in accordance with Clauses 24l to 24u and the Union has issued him with credentials and notified the Employer in writing.

f Site and Senior Stewards shall not hold office for more than 12 months but shall be eligible for re-election.

g A Site or Senior Steward shall not leave his place of work during
working hours to carry out relevant duties without prior permission of the Employer which shall not be unreasonably withheld. The Employer shall endeavour to provide such facilities as are required for the Senior Steward to exercise his duties effectively, and to the Site Steward for duties relevant to the site (see Notes for Guidance).

h In all respects the Site and Senior Stewards shall act in accordance with the terms of this Agreement and any other relevant agreements between the Employer and the Union and the company rules as appropriate.

i In the event of any serious unconstitutional action contrary to this Agreement by a Site or Senior Steward, the Employer should give notice of withdrawal of recognition, in which event notice shall immediately be given in writing to the Union. Following investigation his credentials may be withdrawn by the Union and another Site or Senior Steward elected in his place.

j A Site and/or Senior Steward shall in all respects be subject to the same terms and conditions of employment as other Operatives. However, where circumstances permit, the Site Steward should be retained on the site or job to as near the completion of contract date as reasonably practicable. Reasonable notice of any transfer or dismissal shall be given. An important consideration in the context of the role of the Senior Steward is that he should maintain continuity of communications between the Employer and his workforce. Where, therefore, questions of transfer or redundancy arise, the Employer shall endeavour to maintain such continuity (see Notes for Guidance).

k Apart from specific duties of Site or Senior Stewards referred to elsewhere in this Clause, the Parties recognise that in principle the role of the Site or Senior Steward is intended:

i to assist, where requested, any Operative(s) in the settlement of any difference with the Employer in accordance with the domestic procedure, and to ensure that any difficulties between the Employer and the Operatives which they are unable to resolve internally are resolved in accordance with the conciliation procedure provided in Clause 25

ii to assist in maintaining communications between the Union, the Operatives and the Employer on relevant matters
iii to co-operate on proper safety, health and welfare practices both by the Employer and Operatives.

Site Stewards

Election

l A Site Steward may be elected in accordance with the provisions of this Clause. Where circumstances of the site make it necessary, more than one Steward or a Deputy Steward may be elected by prior agreement with the Employer but the number shall not exceed one Steward for every 20 Operatives employed by one Employer under this Agreement.

m An Operative shall be eligible for nomination as a Site Steward if he is a Craftsman and has been continuously employed by the Employer for a minimum of three months.

n The election of a Site Steward shall normally take place on site during normal working hours at a time agreed with the Employer, and in accordance with the provisions of the Trade Union and Labour Relations (Consolidation) Act 1992. Appropriate notice of the election shall be given to all Operatives eligible to vote. Where the election is held on site, the Employer shall pay all Operatives participating in the election at the normal hourly rate for the period of time spent at the election as agreed with the Employer.

Senior Stewards

Election

o A Senior Steward may be elected by agreement between the Employer and a Regional or National Official of the Union as appropriate. The Senior Steward may by agreement be appointed to represent the interests of Operatives employed by the whole company, or a company region or branch area.

p The appointment of a Senior Steward shall not prevent Site Stewards also being appointed in accordance with Clauses 24l to 24n. Where both are appointed their separate roles are to be defined by agreement in accordance with this Clause and notified to Operatives.

q The Parties agree that the appointment of a Senior Steward may be appropriate:
to assist Site Stewards where requested in raising matters with the Employer of a general character and particularly where relevant matters raised by one site require to be considered in the context of other sites or the whole company.

ii being available for liaison and consultation with the Employer on matters of general interest to Operatives employed by the Employer, to promote good industrial relations and the progress of the company in accordance with the objectives and joint understandings set out in the Foreword to this Agreement.

iii being available for liaison and consultation on matters relating to a particular site (in co-operation with the Site Steward) at the request of the Employer and/or the appropriate Site Steward.

iv to act on behalf of Operatives on sites where no Site Steward has been elected.

Prior to the decision that a Senior Steward should be appointed, the Regional Official of the Union and the Employer shall agree on the particular role he will play within the company structure.

Where it has been accepted that a Senior Steward should be elected it will be the responsibility of the Employer and the appropriate official of the Union to ensure that all eligible Operatives of the company are given the opportunity to nominate candidates and to participate in the election (see Notes for Guidance).

An Operative will be eligible for nomination as a Senior Steward if he is a Craftsman and has been continuously employed by the Employer for 12 months or more (see Notes for Guidance).

In the event of any unconstitutional action contrary to the provisions of this Agreement on one site, the Senior Steward shall use his best endeavours to ensure that such unconstitutional action does not spread to other sites.
25: Conciliation

See Appendix F for Points of Guidance on the Conduct of Local Conferences.

a Where an Employer and an Operative or Operatives have failed to resolve a difference, the following procedures shall apply to settle disputes and avoid stoppages of work.

Joint Conciliation Committee

b If the difference exclusively concerns the meaning, construction, interpretation or application of any Clause or Clauses of this Agreement, it shall be referred to the Joint Conciliation Committee comprising an equal number (not exceeding two each) of Officials of the Association and of the Union.

c The recommendation(s) of the Joint Conciliation Committee shall be conveyed to the parties to the difference and if one or both parties do not accept the recommendation(s) the matter shall be referred to the conference procedure as provided in Clause 25d.

Conference Procedure

d If the difference does not exclusively concern the meaning, construction, interpretation or application of any Clause or Clauses in this Agreement or concerns other matters entirely, it shall be referred to a Local Conference comprising an equal number (not exceeding five each) of local representatives of the Association and the Union.

e A Local Conference shall be held within seven working days of the failure to agree of the parties to the difference. The Chief Officials of the Association and the Union may attend and take part in a Local Conference, but not as members of the panel.

f Failing settlement at a Local Conference of any question brought before it, either of the parties may refer it to a National Conference comprising an equal number (not exceeding five each) of representatives of the Association and of the Union. A National Conference shall be held within 14 working days of the Local Conference.

g A Local Conference or a National Conference may seek the opinion of the Joint Conciliation Committee on the meaning, construction,
interpretation or application of any Clause of this Agreement.

**Continuation of Work**

There shall be no stoppage of work and work shall proceed under current conditions, except when the Chief Officials of the Association and the Union agree that the continuation of work may prejudice an early settlement, while any of the procedures in this Clause are in operation.
26: Alteration of Agreement

Except where otherwise stated this Agreement may be altered from time to time subject to either of the Parties giving to the other not less than three months’ notice in writing of any proposed alteration.
27: Commencement of Agreement

This Agreement shall come into operation on 24 September 2014.

Signed on behalf of and as authorised by the

Building & Engineering Services Association

A SNEYD, President

R PETTIGREW, Chief Executive

24 September 2014

Signed on behalf of and as authorised by

Unite the Union

B McAULAY, Construction Industry National Officer

L McCLUSKEY, General Secretary

24 September 2014
Notes for Guidance

It is known from experience that there are certain Clauses on which interpretations are sought. In order to assist the smooth and efficient working of the Agreement, the Parties have approved these Notes for Guidance for Employers and Operatives.
1: Conditions of engagement

Clause aa – for Operatives whose contracts of employment with their current Employer began on or after 3 October 2005

The Parties recognise that there may be occasions when an Operative may, on domestic or family grounds, find it difficult to comply with the Employer's requirement to transfer from one job to another.

In such circumstances an Operative should inform the Employer of the reasons why he feels that he is unable to transfer. The Employer should then give consideration to the information the Operative has put forward.

Where the Operative's reasons are accepted as being both genuine and valid, Employers will agree not to instruct the individual to transfer to a lodging job.

Clause d

The Parties to the Agreement are convinced that it is in the long term interests of both sides of the industry to have a directly employed labour force. The purpose of Clause 1d is to underpin this position and prevent the industry's training effort and terms and conditions of employment being undermined and jeopardised by use of self-employed Operatives, whether engaged direct or through a fee-charging agency. Use of subcontractors is only recognised where the sub-contractor is a bona fide employer of labour, observing the appropriate recognised rates of wages and working conditions. The Parties agree that such qualified use of subcontractors should be the exception and not the rule.

Clause g

Employers are reminded that the Employment Rights Act 1996 governs their right to make deductions from an Operative’s pay. This at present extends to deductions authorised by the Operative’s contract of employment, provided a copy of the contract has been given to the Operative before the deduction is made.

Employers are advised that when issuing safety footwear to Operatives they should obtain their signature to an undertaking which reflects the provisions of Clause 1g. This should include agreement for Employers to make appropriate deductions from the wages if the Operative leaves the Employer, other than for reasons of redundancy, to make good the cost of the safety footwear.
2: Termination of employment

Notification of Impending Redundancies
The Trade Union and Labour Relations (Consolidation) Act 1992 (as amended) requires an Employer who is planning to make 100 or more employees redundant at the one establishment*, within a period of 90 days or less, of a description in respect of which an independent trade union is recognised by the company, to consult the “appropriate representatives” about those redundancies at least 45 days before the first of the dismissals is due to take effect. If planning 20 or more (but fewer than 100) redundancies within that 90-day period, the consultation process must begin at least 30 days before the first of those dismissals takes place. The company also has to send the Union a copy of the notification (Form HR1) which it is obliged to send to the Redundancy Payments Service in cases where it is proposed to dismiss 20 or more employees as redundant at one establishment* within a period of 45 days or less.

An establishment* is the site where an employee is assigned to work. Where an employer operates from more than one site, each one is treated separately for redundancy notification and consultation purposes – but see note below in light of recent case law.

Details of the employer’s obligations under the Act may be obtained from the Association. One of the Regional Officers of the Union named in the list of Union Officials in Appendix J of this Agreement, should be notified of impending redundancies as and when they arise on sites or establishments within that Region.

*Note: In view of recent case law, employers should take legal advice over the one establishment criterion before deciding on what consultation plans they intend to follow, unless they intend to count all of their sites as a single establishment. The Association’s Employment Affairs and Skills department can provide advice as necessary.
4: Meal and refreshment breaks

Clause a
The Parties recognise that the arrangements for the taking of the meal break will vary from site to site, depending upon site logistics and operational requirements. The purpose of this Clause is to set down a number of parameters which will determine the basis on which the meal break is to be taken. The intention of the Clause is to make clear that normally:

a the meal break should not be longer than one hour;

b the meal break should not be shorter than half an hour; and

c irrespective of its length, it should be unpaid, but it shall be taken in any event in or around the middle of the working shift.

It is not the intention of this Clause to stipulate that, whatever the length of the meal break, only half an hour should be unpaid. If the meal break lasts 40 minutes, it should be unpaid for 40 minutes. If the meal break lasts 45 minutes, it should be unpaid for 45 minutes. If the meal break lasts 50 minutes, it should be unpaid for 50 minutes, etc.

The timing of the meal break shall be determined by the Employer, in accordance with c above. In some circumstances, it will be appropriate for the Employer to give formal notice of the meal break arrangements (eg where these arrangements have to be coordinated with those for other trades or with client requirements). In other circumstances, this will not be necessary.
6: Grading definitions

Clause c
The Operative should be advised of his grade or re-grading in writing by his Employer. In the normal course of events this responsibility will be discharged by issue of the statutory statement of the main terms and particulars of the employment contract. In the case of a re-grading of an existing Operative, this change must be communicated in writing to the individual at the earliest opportunity, but no later than one month after the change becomes effective. If an Operative ceases to have the necessary qualifications for his grade he must be transferred to the grade appropriate to his qualifications.

When engaging an Operative the Employer has the right to assure himself that the Operative has the necessary qualifications for his grade.

Clause e – Mate
For the avoidance of doubt, the semi-skilled tasks that can be undertaken by Mates may include, among other things, the installation of support systems and modularised components – but only on large sites and not to the detriment of senior grades.

Clause i – Craftsman

Before 24 August 1998

i A Craftsman shall have successfully completed an apprenticeship approved by the National Joint Industrial Council (NJIC), and have passed the practical examination of an appropriate City and Guilds of London Institute basic craft course which has been recognised by the NJIC and approved by the Parties. Approved City and Guilds of London Institute courses include:-

City and Guilds H&V Fitting 337 (until 1969)
City and Guilds H&V Fitting 618 (until 1975)
City and Guilds H&V Fitting 597 (until 1991)
City and Guilds H&V Fitting 604 (until introduction of NVQ's/SVQ's)
City and Guilds Gas Fitting 598; or
ii have already been employed as a "tradesman" in the industry, within the terms of the National Agreement on 24 February 1969, or

iii have already been employed as a Duckwork Erector in the industry (within the terms of the National Agreement as at 19 October 1997)

Before 31 May 1999

iv A Craftsman shall have one of the qualifications as documented at paragraph i in the substantive body of Clause 6; having attained formal accreditation for the skills and experience in accordance with the following requirements:-

- NVQ/SVQ Level 2 and/or 3 – H&V Domestic Installation;
- NVQ/SVQ Level 2 and/or 3 – H&V Industrial and Commercial Installation; or
- HVCA Interim Certificate and/or NVQ/SVQ Level 3 – H&V Ductwork Installation

Clause j – Senior Craftsman

Welding Qualifications

In order to progress from the Craftsman grade to Senior Craftsman grade, an employee must meet all the previously established criteria and must, in addition, hold (and maintain) a current certificate of competence in at least one welding skill. A Craftsman meeting the other criteria for progression, but not holding a welding certificate, will not be allowed to progress to the Senior Craftsman grade, but will remain as a Craftsman until such time as he gains a current welding certificate.

Payment for the first welding skill is incorporated into the basic hourly rate for the Craftsman and Senior Craftsman grades. This change covered all existing Craftsmen and Senior Craftsmen, irrespective of whether they actually undertook welding or not.

The NVQ/SVQ Level 3 in H&V Installation – which became the basic qualification for the Craftsman grade on 1 June 1999 – includes an optional welding unit, which means that all employees completing this qualification (including the welding unit), and subsequently becoming a Craftsman, will be able to weld.
However, these changes notwithstanding, it is recognised there will be a
sizeable number of employees who have completed a qualification
entitling them to Craftsman status, but who gained their qualification at a
time before welding was formally incorporated into the qualification. It is
quite possible that some of these people have never undertaken welding
training, nor held a certificate of welding competence, but – following
consolidation of the welding supplements into basic rates – they are paid
the same as a Craftsman or Senior Craftsman who actually does undertake
welding.

Employers not requiring welding skills
It is recognised by the Parties that Employers in some sectors of the H&V
industry may not actually require their Senior Craftsmen to weld. In
these circumstances, a Craftsman can progress to the Senior Craftsman
grade without holding a current welding certificate (provided that they
meet all the other criteria for progression) as long as their Employer
expressly states that welding competence is not required.

A Senior Craftsman shall retain his grade as a Senior Craftsman while in
the employment of the employer re-grading him and when moving to
any subsequent Employer. However, where a Senior Craftsman moves
from a previous Employer, who had allowed the individual to attain that
grading by expressly stating that welding competence was not required,
to a new Employer who does, the Senior Craftsman, where feasible, must
undertake such training as required to acquire and subsequently
maintain the certificate of welding competence, in order to retain his
Senior Craftsman grading, in his new employment.

Clause k – Foreman
Prior to June 2005 the approved qualification required as a recognised
parallel route to demonstrating the capabilities required of a foreman
was NVQ/SVQ Level 3 Building Services Engineering Supervision.

Information about Former Grade Definitions
Details of former grade definitions are obtainable from either of the
Parties, by writing or telephoning the relevant body shown at
Appendix J.
7: Balance of gangs

The intention of the Clause is to permit the most effective balance of gangs. There is no suggestion that unskilled grades should carry out skilled work requiring craft training.
8: Wages and allowances

Clauses g-o

Responsibility Allowance
A system of Responsibility Allowances was introduced from 24 August 1998 and modified with effect from 28 January 2013. The Allowance shall be paid in multiples of one, two or three. It shall be payable in respect of supervisory responsibilities and/or possession of a second welding skill and/or responsibility for the inspection, testing and purging of industrial and commercial scale gas systems, on conditions as defined in Clause 8.

Where the Responsibility Allowance is paid in respect of supervisory responsibilities, it shall be payable to:

- Craftsmen, when they have responsibility for supervising work squads averaging in strength three other Craftsmen; and
- Senior Craftsmen, when they have responsibility for supervising larger work squads (in these circumstances a Supervisory Responsibility Allowance is payable). The responsibility Senior Craftsmen have for supervising smaller work squads averaging in strength three other Craftsmen is included in the hourly rate for the grade.

Where the Responsibility Allowance is paid in respect of welding it shall be payable for the second welding skill only. From 24 August 1998, payment for the first welding skill has automatically been consolidated into the hourly rate for the Craftsman and the Senior Craftsman, irrespective of whether they undertake welding. Craftsmen and Senior Craftsmen who are expected to undertake welding shall be responsible for keeping current confirmation of their welding competence.

From 28 January 2013 the Parties to this Agreement introduced a further Responsibility Allowance for Operatives trained and certified to carry out the visual inspection, testing and purging of industrial and commercial scale gas systems. Payment of the Responsibility Allowance in respect of gas work is to be regarded as a standing payment for the duration of the validity of the certificate and is not to be regarded as an ad hoc payment payable only during those times when these operations are being carried out.

Please note that this will NOT be paid in respect of inspection and purging of domestic scale appliances and/or systems, as this is to be regarded as
an integral part of the job of Craftsmen and Senior Craftsmen who undertake domestic work. See Clause 8n.

When payable, the Responsibility Allowance becomes part of the hourly rate.

The following matrix summarises the number of units of Responsibility Allowance payable in each case:
<table>
<thead>
<tr>
<th>Grade</th>
<th>Welding Skill(s)</th>
<th>Gas Responsibility</th>
<th>Supervision</th>
<th>Rate of Pay/Number of Units of Responsibility Allowances</th>
</tr>
</thead>
<tbody>
<tr>
<td>Craftsman</td>
<td>0</td>
<td>No</td>
<td>Nil</td>
<td>Craftsman</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Yes</td>
<td>Average of 3</td>
<td>Craftsman (+1 unit of Responsibility Allowance)</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>No</td>
<td>Nil</td>
<td>Craftsman</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Yes</td>
<td>Average of 3</td>
<td>Craftsman (+1 unit of Responsibility Allowance)</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>No</td>
<td>Nil</td>
<td>Craftsman</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Yes</td>
<td>Average of 3</td>
<td>Craftsman (+2 units of Responsibility Allowance)</td>
</tr>
<tr>
<td>Senior Craftsman</td>
<td>0</td>
<td>No</td>
<td>Nil</td>
<td>Senior Craftsman</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Yes</td>
<td>Average of 3</td>
<td>Senior Craftsman (+Supervisory Responsibility)</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>No</td>
<td>Nil</td>
<td>Senior Craftsman</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Yes</td>
<td>Average of 3</td>
<td>Senior Craftsman (+1 unit of Responsibility Allowance)</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>No</td>
<td>Nil</td>
<td>Senior Craftsman</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Yes</td>
<td>Average of 3</td>
<td>Senior Craftsman (+2 units of Responsibility Allowance)</td>
</tr>
</tbody>
</table>

The hourly rate for Craftsmen and Senior Craftsmen automatically include payment for the first welding skill. (See below).
Clauses p-t
Certification of Welding Skills
From 24 August 1998, the hourly rate for Craftsmen and Senior Craftsmen was increased to incorporate one of the former Welding Supplements into the graded pay rate. It has been agreed between the Parties that this rate should be paid to Craftsmen and Senior Craftsmen, whether they weld or not, to reflect the fact that from June 1999 the NVQ Diploma/SVQ Level 3 in HBV Installation will incorporate a welding element. This will become, over time, the basic qualification for entry into the Craftsman grade. The Parties take the view there is little purpose in making provision for a separate welding payment when the skill concerned is incorporated into the basic criteria for the grade.

From 24 August 1998, the hourly rate for Craftsmen and Senior Craftsmen therefore automatically includes payment for the first welding skill, as evidenced by possession of the appropriate Certificate of Competency in welding to the standards set out in the ‘Welding of Carbon Steel Pipework – Code of Practice’ (previously, informally known as the ‘Grey Book’).

Where an Employer wants to ensure that an Apprentice or Trainee completes his/her training with the appropriate Certificate of Competency in welding, the Employer should make it a condition of the individual contract of employment that the Apprentice or Trainee should pursue the welding option in the appropriate NVQ Diploma/SVQ Level 3.

It is agreed by the Parties that the pay of Craftsmen and Senior Craftsmen recognises that they possess at least one out of the two welding skills acknowledged in the industry, and that the Agreement was accordingly made in the spirit that Craftsmen and Senior Craftsmen who actually possess certificated welding skills are required to keep these skills updated, re-tested and properly certificated, and undertake such welding as required.

Consequently, whenever an Employer wishes to ensure that a Craftsman or Senior Craftsman possessing an appropriate Certificate(s) of Competency in welding retains it, he should make it a contractual obligation on the Operative to ensure their welding skills are updated, re-tested and properly certificated by registering their welding competency through Engineering Services SKILLcard.

Employers shall pay for the testing and re-testing of their Operatives for welding certification purposes.
Payment for the certificate itself through Engineering Services SKILLcard is to be made by Operatives themselves, although it is open to Employers and Operatives to agree mutually satisfactory arrangements regarding reimbursement of SKILLcard fees, where appropriate.

Information on the availability of test facilities is available from:

Engineering Services SKILLcard
Old Mansion House
Eamont Bridge Penrith Cumbria
CA10 2BX
Tel: 01768 860406
Fax: 01768 860401
e-mail: skillcard@welplan.co.uk website: www.skillcard.org.uk

Where an Operative on re-testing fails to pass the test, the Responsibility Allowance, where it is paid in respect of the second welding skill, ceases to be payable. In such circumstances, and including those cases where a Responsibility Allowance for welding might not be paid, the Employer should give the Operative a reasonable opportunity to regain his skill and take the test again. Where an Operative has been in his employ for a reasonable period of time the Employer is responsible for payment of the test fee for any such re-take.

Any suitably qualified and competent Operative whose welding certificates are likely to expire during or approaching redundancy, should be given a reasonable opportunity to be re-tested prior to termination of employment so that welding qualifications may be renewed.

Where an Operative is unable to pass the test but does have some welding skill, this skill may be taken into account in any Merit Money payment.

Clause u
Merit Money
The intention behind the Clause is that an Operative should not be paid twice for the same skill. Thus where an Operative is placed in a higher grade his previous merit money should, if necessary, be reduced so that it excludes any payment for those skills recompensed by the higher graded rate.

As an example of where merit money should not be reduced, if a Mate was re-graded as an Installer and previously received a merit payment of 10p per hour for long service, this merit payment would be unchanged by the re-grading so the Mate would receive the higher graded rate and retain his
previous merit money.

Clause v
Abnormal Conditions
It is understood by both Parties that Operatives engaged in the Industry are required to work under varying conditions, subject to the obligation of both the Employer and Operative to comply with all health and safety legislation. Examples of conditions which are considered abnormal for payment of the allowance arise in practice due to excessive dirt, fumes and temperature. Particular examples are cleaning or repairing steam or hot water boilers, large calorifiers, old gearing, flues; pulling out and refixing ovens; working in very confined space to deal with dirty pipes or stripping old lagging.

This allowance shall also be paid for work in exposed conditions at heights over 125ft on unclad buildings.

When Abnormal Conditions Money is paid for working under the sort of conditions described in the two paragraphs above, it shall be paid at the promulgated rate per day or part-day worked, irrespective of the number of hours actually exposed to such conditions.

Work involving Cradles and Ladders involving heights over 20ft above the nearest fixed flooring or scaffolding shall also attract Abnormal Conditions money. When Abnormal Conditions money is paid under this paragraph, it shall be paid for the period of exposure only (on the basis of the promulgated daily rate, multiplied by 5, divided by 38 \(\frac{37}{2}\), with effect from 6 October 2014). Work on various forms of mobile elevated working platforms is not included and should therefore not attract payment.

This allowance shall be applied only once per day, irrespective of how many types of abnormal conditions are involved in the day’s work.

Owing to the wide scope of this Clause, it should where possible, be reasonably interpreted and settled by the Employer and Operative before work is commenced. In assessing whether the conditions are abnormal, comparison should be made with conditions prevailing in buildings or upon similar sites and with work customarily performed by the Operative concerned.

Clause w
Target Incentive Schemes
The Parties to the Agreement recognise that in practice, greater care may be taken in preparing for any weld which may be liable to non-destructive
testing (radiographic or ultrasonic) and where measured incentive schemes are being operated they recommend that the norms or targets should reflect that difference.
9: Overtime

Clause a
The working of excessive overtime is undesirable from both a production and social point of view.

Work on Saturdays and/or Sundays should only take place on travelling jobs in cases of extreme urgency or emergency and should be reasonably contained on lodging jobs. Where regular weekend working is essential, it shall be open to the Employer to make such weekend working a condition of employment. Both Parties support and encourage such arrangements in the interests of preventing mid-week absenteeism.

Clause g
On 24 August 1998, revised provisions about overtime were introduced on the basis that overtime on Monday to Friday should be calculated on a weekly basis so that (aside from any hours of excusable absence) overtime premium would not be paid until 38 hours \[with effect from 6 October 2014: 37\frac{1}{2} \text{ hours}\] had been worked, at normal hourly rates, in that week. On 3 September 2001 further changes to the way overtime premium is calculated were introduced.

The main principles of these two sets of changes are:

a Following consultation, as appropriate, it is for the Employer to decide the normal working day on each site. On some jobs it might be appropriate to work one day of 8 hours and four days of 7\frac{1}{2} hours; on others it might be appropriate to work four days of 8 hours and one day of 6 hours. \[With effect from 6 October 2014: On some jobs it might be appropriate to work five days of 7\frac{1}{2} hours; on others it might be appropriate to work four days of 8 hours and one day of 5\frac{1}{2} hours.\]

b Regardless of the length of the normal working day, overtime is calculated in accordance with Clause 9g i-v.

c Assuming that there are no hours of inexcusable absence, the effect of these provisions is that:

i Premium Rate 1 is payable only after 38 hours \[with effect from 6 October 2014: 37\frac{1}{2} \text{ hours}\] have been worked between Monday and Friday (except where Clause 12 applies)
ii Premium Rate 2 is payable on Monday to Friday, only for work continuing after 12 hours have been worked since the actual start time, until normal start time the next morning.

iii for the purpose of ii above, the meal break in Clause 4a is additional to the 12 hours that need to be worked before Monday to Friday overtime can be paid at Premium Rate 2.

The examples in the tables may be helpful in explaining the provisions.

Example A

<table>
<thead>
<tr>
<th>An Operative works an hour of overtime:</th>
<th>Basic Hourly Rate</th>
<th>Relevant Overtime Premium</th>
<th>Total Overtime Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>during the normal working week up to 12 hours’ working time after the actual start time</td>
<td>Basic Hourly Rate</td>
<td>Premium Rate 1</td>
<td>Basic Hourly Rate + Premium Rate 1</td>
</tr>
<tr>
<td>during the first five hours on Saturday</td>
<td>Basic Hourly Rate</td>
<td>Premium Rate 1</td>
<td>Basic Hourly Rate + Premium Rate 1</td>
</tr>
<tr>
<td>during the normal working week in excess of 12 hours’ working time after the actual start time</td>
<td>Basic Hourly Rate</td>
<td>Premium Rate 2</td>
<td>Basic Hourly Rate + Premium Rate 2</td>
</tr>
<tr>
<td>after the first five hours on Saturday and all hours worked on a Sunday</td>
<td>Basic Hourly Rate</td>
<td>Premium Rate 2</td>
<td>Basic Hourly Rate + Premium Rate 2</td>
</tr>
</tbody>
</table>
**Example B** [with effect from 6 October 2014: see page 82]

**Assume:** Normal working week is 38 hours, consisting of 08.00-16.45 Monday-Thursday, 08.00-16.00 Friday, with an hour taken for lunch.

<table>
<thead>
<tr>
<th>Operative Works</th>
<th>Payment will be</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Normal Time</td>
</tr>
<tr>
<td>38 hours</td>
<td>38 hours</td>
</tr>
<tr>
<td>(regular week as assumption)</td>
<td></td>
</tr>
<tr>
<td>42 hours</td>
<td>38 hours</td>
</tr>
<tr>
<td>(regular week + 16.45-18.45 Monday &amp; Tuesday)</td>
<td></td>
</tr>
<tr>
<td>44 hours</td>
<td>38 hours</td>
</tr>
<tr>
<td>(regular week + 16.45-22.45 Monday)</td>
<td></td>
</tr>
</tbody>
</table>

**Example C** [with effect from 6 October 2014: see page 82]

**Assume:** Normal working week is 38 hours, consisting 08.30-16.45 Monday-Thursday, 08.30-16.00 Friday, with half an hour taken for lunch but 2 hours are lost without acceptable reason on Monday (08.30-10.30), and 3 hours additional work are done on Wednesday 16.45-19.45

<table>
<thead>
<tr>
<th>Operative Works</th>
<th>Payment will be</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Normal Time</td>
</tr>
<tr>
<td>39 hours</td>
<td>38 hours</td>
</tr>
<tr>
<td>(regular week minus 2 hours plus 3 hours)</td>
<td></td>
</tr>
</tbody>
</table>
Example D [with effect from 6 October 2014: see page 83]

Assume: Normal week worked as assumption in example B. However, the Operative is called back to work between 19.15 and 22.15 on Monday.

<table>
<thead>
<tr>
<th>Operative Works</th>
<th>Normal Time</th>
<th>Overtime at Premium Rate 1</th>
<th>Overtime at Premium Rate 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>41 hours (regular week + 3 additional hours)</td>
<td>38 hours</td>
<td>1¼ hours (19.15-21.00)</td>
<td>1½ hours (21.00-22.15)</td>
</tr>
</tbody>
</table>

Example E [with effect from 6 October 2014: see page 83]

Assume: Normal working week as example B, but the Operative also works 16.45-01.30 on Monday night/Tuesday morning (triggering 1½ hours off with pay for working beyond midnight *)

<table>
<thead>
<tr>
<th>Operative Works</th>
<th>Normal Time</th>
<th>Overtime at Premium Rate 1</th>
<th>Overtime at Premium Rate 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>46¾ hours (*regular week of which 1½ hours off with pay + 8¾ additional hours)</td>
<td>38 hours (*of which 1½ hours off with pay)</td>
<td>4¼ hours (16.45-21.00)</td>
<td>4½ hours (21.00-01.30)</td>
</tr>
</tbody>
</table>

Clauses g, h and i

Where the reference to ‘normal finishing time’ or ‘normal starting time’ applies to a Saturday, Sunday or holiday, it shall mean the appropriate time applicable to the majority of the normal working days of the week in question.
**With effect from 6 October 2014** the following examples will apply:

### Example B

**Assume:** Normal working week is 37½ hours, consisting of 08.00-16.45 Monday-Thursday, 08.00-15.30 Friday, with an hour taken for lunch.

<table>
<thead>
<tr>
<th>Operative Works</th>
<th>Payment will be</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Normal Time</td>
</tr>
<tr>
<td>37½ hours (regular week as assumption)</td>
<td>37½ hours</td>
</tr>
<tr>
<td>42 hours (regular week + 16.45-19.00 Monday &amp; Tuesday)</td>
<td>37½ hours</td>
</tr>
<tr>
<td>44 hours (regular week + 16.45-23.15 Monday)</td>
<td>37½ hours</td>
</tr>
</tbody>
</table>

### Example C

**Assume:** Normal working week is 37½ hours, consisting 08.30-16.45 Monday-Thursday, 08.30-15.30 Friday, with half an hour taken for lunch but 2 hours are lost without acceptable reason on Monday (08.30-10.30), and 3½ hours additional work are done on Wednesday 16.45-20.15

<table>
<thead>
<tr>
<th>Operative Works</th>
<th>Payment will be</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Normal Time</td>
</tr>
<tr>
<td>39 hours (regular week minus 2 hours plus 3½ hours)</td>
<td>37½ hours</td>
</tr>
</tbody>
</table>
With effect from 6 October 2014 the following examples will apply:

**Example D**

**Assume:** Normal week worked as assumption in example B. However, the Operative is called back to work between 19.15 and 22.45 on Monday.

<table>
<thead>
<tr>
<th>Operative Works</th>
<th>Payment will be</th>
</tr>
</thead>
<tbody>
<tr>
<td>41 hours (regular week + 3½ additional hours)</td>
<td>Normal Time</td>
</tr>
<tr>
<td></td>
<td>37½ hours</td>
</tr>
</tbody>
</table>

**Example E**

**Assume:** Normal working week as example B, but the Operative also works 16.45-02.00 on Monday night/Tuesday morning (triggering 2 hours off with pay for working beyond midnight*)

<table>
<thead>
<tr>
<th>Operative Works</th>
<th>Payment will be</th>
</tr>
</thead>
<tbody>
<tr>
<td>46½ hours (*regular week of which 2 hours off with pay + 9¼ additional hours)</td>
<td>Normal Time</td>
</tr>
<tr>
<td></td>
<td>37½ hours (*of which 2 hours off with pay)</td>
</tr>
</tbody>
</table>
14: Definition of centre

Clause b ii
Under this Clause the centre will normally be the Job Centre Plus Office nearest the Operative’s place of residence. There is, however, nothing to prevent some other centre being agreed e.g. a rail or bus station or the Employer’s shop, provided the centre is near the Operative’s place of residence. Some such centre should be adopted in the event of there being no Job Centre Plus Office within reasonable proximity, not exceeding two miles, of the Operative’s place of residence.

Operatives employed permanently at the shop
Where an Operative is employed permanently at the shop there is nothing to prevent the shop (viz. the job) being made the centre in which case no daily travelling allowances or fares would be payable.
15: Allowances to Operatives who travel daily

Clause 15a ii
An Operative whose centre is his job (in accordance with Clause 14b i) is not eligible to receive a travel allowance. It is only Operatives whose centres are located in accordance with Clause 14b ii of the Agreement (ie a convenient centre near the Operative’s place of residence; unless otherwise agreed, such centre shall be the Job Centre Plus Office nearest the Operative’s place of residence) who are eligible to receive it.

The travel allowance is payable exclusively in respect of the personal time which an Operative spends travelling on any given day between his centre (as located in accordance with Clause 14b ii) and a job.

The purpose of the travel allowance is to:

i ensure an Operative arrives at his first job of the day on time; and

ii compensate an Operative for the personal time which he spends (outside his working time) travelling between his centre and a job on any given day. Accordingly, a higher scale of travel allowance applies to Operatives whose permanent home and centre are within the M25 London orbital motorway to reflect the higher amounts of personal time which those Operatives may spend travelling to and from their jobs.

For those who are entitled to receive it, the travel allowance is payable by reference to the number of miles between the Operative’s centre and his job on any given day. When a reasonably direct journey between an Operative’s centre and any given job is not possible, a claim for special consideration may be made by the Operative and, in case of dispute, the matter shall be referred to the Chief Officials of the Parties, whose decision shall be final.

Clause 15b
The travel allowance is calculated on a daily basis in accordance with scales agreed from time to time by the Association and the Union. There are two scales, which apply as follows:
i  **Scale 1**

The Scale 1 daily travel allowance (which is referred to at Clause 15b i) is payable only to those Operatives whose permanent home address and centre are within the M25 London orbital motorway.

By way of general guidance, the permanent residence concerned would ordinarily be (a) owned by the Operative (whether as a freehold or a leasehold property) or (b) rented by the Operative in accordance with the terms of a tenancy agreement.

Operatives who qualify to receive the Scale 1 daily travel allowance may work at jobs within the M25 London orbital motorway or outside it.

ii  **Scale 2**

Operatives whose permanent home address is outside the M25 London orbital motorway may qualify for payment of a Scale 2 daily travel allowance (which is referred to at Clause 15b ii), including in the following situations:

(a) where they are required to travel from their centre (as defined in Clause 14b ii), to a job within the M25 London orbital motorway

(b) where they are required to lodge within the M25 London orbital motorway under the terms of Clause 16 of the Agreement.
16: Allowances to Operatives who lodge

Clause a
See Clause 1a ii and aa ii for provisions relating to a transfer to a lodging job.

In the event of an Operative, while working on a job which entitles him to lodging allowance, being absent from work due to certificated illness, it is considered reasonable that the Employer may make *ex gratia* payments to meet lodging allowance under this Clause. The Operative must post or otherwise send advice to his Employer within 24 hours of leaving his work, if he is to expect his Employer to exercise this consideration.

To reclaim VAT under Clause 16a ii, the Operative must obtain a receipt with the following particulars:

i the invoice number

ii the date

iii the tax point (i.e. normally the date each week when payment for lodging is due)

iv the hotelier’s name, address and VAT registration number

v the Employer’s name and address

vi description of supply (i.e. accommodation)

vii total accommodation bill excluding VAT

viii rate of any cash discount offered

ix rate and amount of any VAT charged
18: Recognised holidays – entitlement and payment

Clause a
Where the specified days of recognised holiday do not coincide with local custom, by local agreement, local days of holiday can be substituted for the specified days, provided that there is no increase in the total number of recognised holiday days.

Clause g
The total holiday entitlement of an Operative who joins an Employer part-way through a leave year and who does not already have credits in the Welplan scheme from periods of employment with previous Employers can be derived from the New Starters Ready Reckoner. The Ready Reckoner is issued separately each year and forms part of the Holidays for Operatives leaflet.
19: Welplan – the HVACR Welfare and Holiday Scheme; and Welpan Pensions – the HVACR Employers’ Contributory Pension Scheme

20: Annual holiday – entitlement

21: Annual holiday – payments

22: Welfare and pension benefits – entitlement and payment

These Clauses provide for annual and recognised holidays with pay and welfare benefits in accordance with Welplan, and pension benefits in accordance with Welplan Pensions. A Supplement to the National Agreement setting out the rules of Welplan and a scheme booklet setting out the rules of Welplan Pensions can be obtained from:

Welplan Ltd
Old Mansion House
Eamont Bridge
Penrith
Cumbria
CA10 2BX

Tel: 01768 860400

In summary the Scheme operates in the following way:

a  at the start of each accounting year, which always commences in October, the Employer notifies Welplan of all Operatives to be included in the Schemes; although new starters and leavers can be introduced to, or removed from, the Schemes at any time

b  thereafter, the Employer receives from Welplan a 4 weekly return, in arrears, which is used to purchase weekly credits for the weeks covered by the return
Operatives are entitled to a weekly credit if available for work at normal hourly rates for their contracted hours during the week.

An Operative who was not available for work for his contracted hours may still be entitled to a weekly credit if absent for certain specified reasons – eg recognised and annual holiday, or periods of certificated illness.

The Employer completes the return and sends it back to Welplan together with payment for the value of weekly credits required.

Each weekly credit purchased provides:

i. A **holiday credit** representing 1/52 of the Operative’s annual and recognised holiday entitlement and,

ii. a **contribution** to provide welfare benefits covering:
   - death
   - absence due to sickness or accident
   - accidental dismemberment
   - permanent total disability

iii. a **contribution** to provide pension benefits.

Welplan records the weekly credits purchased by each Employer for each Operative so that at any time the value of weekly credits standing in an Operative’s account is known.

Immediately before each holiday period, Welplan pays to the Employer the value of holiday credits appropriate for each of the Operatives currently in his employ.

All unpaid holiday entitlement for Operatives who have left an Employer in the Scheme is paid to the Employer who purchased the holiday credits. The Employer is required to pay the unpaid holiday entitlement direct to the Operative.

If an Operative leaves an Employer participating in the Scheme but immediately joins another Employer participating in the
Scheme, his active membership of **Welplan Pensions** will be unbroken.

- **k** if an Operative leaves an Employer participating in the Scheme and joins an Employer not participating in the Scheme or becomes unemployed, his active membership of **Welplan Pensions** will cease. His fund can remain invested until he retires or dies (when benefits will be provided) or his fund can usually be transferred to another occupational pension scheme or personal pension policy.

- **l** if, after leaving active scheme membership (see **k** above), an Operative subsequently changes jobs again and joins his previous or another Employer participating in the Scheme, he can re-join **Welplan Pensions** and contributions to his fund will automatically re-commence from the date of re-joining.

- **m** where an Operative is eligible for welfare benefit, and where the Employer has observed the Scheme, the appropriate benefit would normally be paid by **Welplan** to the Operative via the Employer.

  **Note:** Death benefit is normally only payable to the Operative’s dependants (if any) and payment is subject to the absolute discretion of the trustee company **Welplan Ltd**.

- **n** **Welplan Pensions** is a money purchase scheme. Contributions buy fund units that are credited to members’ individual named accounts. The units are sold on a member’s retirement or death to provide Scheme benefits.

  On retirement, pension benefits are normally secured by an annuity purchased from an insurance company. HM Revenue and Customs regulations may permit some or all of a member’s fund to be paid at retirement as a tax-free lump sum.

  If a member dies in service while holding a fund in **Welplan Pensions**, the value of his fund will be paid as a lump sum. The Scheme’s Trustee has discretion in deciding who benefits from the payment of the lump sum. This discretion allows death benefit to be paid tax-free.
Member’s benefits at retirement or death will depend on:

- the amount of contributions paid into the member’s fund and the length of time over which these were paid
- the investment performance of the fund
- the cost of buying an annuity from an Insurer.

Where the Employer fails to observe the Scheme, he remains responsible for the payment of the appropriate holiday entitlement, welfare benefits and pension contributions as called for by the National Agreement.

Annual Holidays

In order to ensure that Employers meet their obligations under the Working Time Regulations in respect of holiday entitlements for those Operatives commencing employment part-way through a leave year, the New Starters Ready Reckoner should be used, to calculate holiday entitlements. This is issued separately each year and forms part of the Holidays for Operatives leaflet.

To obtain the maximum financial benefit from participation in Welplan and to simplify the administration, employers should note the following:

Holiday Pay Top-up Provision

Under the Working Time Regulations (WTR), which came into effect from 1 October 1998, employees are entitled to 28 days paid holiday in each leave year, to be paid at the rate of a week’s pay, as defined by the Employment Rights Act 1996. This in effect is an amount equivalent to contractual earnings.

Employers participating in Welplan, who pay National Agreement wage rates and operate a 38-hour basic working week [with effect from 6 October 2014: 37½ hours], will automatically satisfy the WTR requirements.

Automated Data Collection Service (ADCS)

This streamlined service allows employers participating in Welplan to submit employee details direct from electronic payroll or other
administration systems.

The ADCS system accepts data from a variety of sources, including a direct payroll system interface and Excel spreadsheets, thereby eliminating the need for paper-based returns.
23: Apprentices and Ductwork Installation Trainees

Employers are reminded that pay progression for Apprentices is linked to the achievement of specific training milestones. Employers are advised to monitor the progress of their Apprentices to ensure that they are being paid correctly in line with their achievements. Further details on training milestones which trigger pay increases can be found in Appendix G.

Further information about the SummitSkills framework for Apprenticeships is available from:

SummitSkills Ltd
Esca House
34 Palace Court
Bayswater
London
W2 4JG

Tel: 020 7313 4893
e-mail: enquiries@summitskills.org.uk
Website: www.summitskills.org.uk
24: Shop Stewards

Site and Senior Stewards

**Clauses b and g – Time off and Facilities**
Guidance on the occasions, amount of time and purposes of time off are contained in the Advisory Conciliation and Arbitration Service (ACAS) Code of Practice on ‘Time Off for Trade Union Duties and Activities’.

**Clause j – Continuity of Representation**
In considering the application of this Clause, proper regard shall be had for the requirements of the Employer for the grade and particular skills of Operatives and other circumstances relevant to the working situation on the site in question and other sites.

Site Stewards

**Clause m – Qualifications**
Where real practical difficulties arise over the qualifying period of employment, there should be consultation with the Employer at site level and every effort should be made to resolve the difficulties in a reasonable way. If it is not possible to resolve the difficulties, the conciliation procedures as provided in Clause 25 shall be invoked.

Senior Stewards

**Clause q**
Where a Senior Steward acts for a site or sites in a meeting with company representatives he shall be entitled to be accompanied by an appropriate Operative representative.

**Clause s – Elections**
Circumstances in individual firms vary greatly and matters of franchise and balloting must be arranged to suit the particular situation.

**Clause t**
The role and duties of Senior Stewards make it likely that the most suitable candidates for nomination would be those who also have had prior experience as Site Stewards and relevant training.
Welfare facilities on site

Attention is drawn to the Employer’s responsibility for welfare facilities on site under the Construction (Design and Management) Regulations 2007.

Bereavement leave

The Parties to this Agreement recognise that Employers in the Industry give sympathetic consideration to time off with pay to Operatives on the occasion of the death of a near relative. They agree that in the event of death of a parent, spouse or child, three days’ leave with pay is appropriate. This does not preclude the Employer and Operative from agreeing alternative arrangements appropriate to the circumstances.
Appendix A

Deduction of Union contributions from wages

Model Agreement for the guidance of Employers and Union Officials where the Employer has agreed to the deduction of Union subscriptions from wages

Application may be made by authorised Officials of the Union to an Employer for provision of facilities for deduction of Union contributions from wages. Agreement to the request shall be at the sole discretion of the Employer and it is recognised that in some circumstances there will be administrative difficulties.

If the Employer consents, he and the Union Official making the request should agree arrangements using for guidance the following Model Agreement prepared by the Association and the Union.

MODEL AGREEMENT

Agreement made between ..........................................................................................................................
..................................................................................................................................................................... (hereinafter referred to as the Employer) and Unite the Union (hereinafter referred to as the Union) to provide for the deduction of Union contributions from the wages of those Union members in the company’s employment who so authorise the company.

i (A preamble may be included covering any specific points the Employer and Union wish to introduce relevant to the agreed arrangements)

ii The arrangement shall commence on........................................................................................................
..................................................................................................................................................................... (date)
Thereafter it shall be subject to 13 weeks’ notice of withdrawal by either side

iii The Employer shall only deduct contributions from an Operative if the Operative has given written authorisation for such deductions and has not subsequently withdrawn his authorisation

iv It shall be the responsibility of the Employer to ensure the Operative’s written authorisation is obtained although the Union should assist in the operation

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Appendix A

v Such authorisation may be withdrawn in writing by the Operative at any time. Unless it is not reasonably practicable to stop the next deduction, once the Operative’s written withdrawal is received by the Employer, no further subscription deductions shall be made from the Operative’s wages.

vi Any changes to the weekly rate of contributions shall require not less than two calendar months’ written notice from the appropriate Union office.

vii The Employer will also cease to make deductions when so notified by the Union, and the Union will advise the Operative that the arrangement has been rescinded. Any questions concerning Union membership or arrears of contributions or any other question of dispute between the Operative and the Union shall be a matter for the Union and the Operative. The Employer will not become involved.

viii Any changes to the agreed arrangements including the introduction of a new Operative to the scheme requires the following notice period from the Union …………………………………………….. The Union accepts responsibility for collection of Union contributions due to the Union in the meantime.

ix The Employer shall only be responsible for fixed periodic deductions and shall not be responsible for arrears of contributions, refunds or non-standard payments, e.g. entrance fees or special levies. No contributions shall be deducted retrospectively, unless mutually agreed.

x Deductions shall be made weekly/monthly from any monies due to the Operative from the Employer including holiday pay.

xi The Employer will remit payments to the Union/Official/office stated below and at the intervals stated:
………………………………………………………………………………………………………..
………………………………………………………………………………………………………..
………………………………………………………………………………………………………..
Such payments may be made net of any charge(s) such as may be agreed between the Employer and the Union for the administration costs associated with operating the arrangements set out in this Agreement.
Appendix A

xii Cheques shall be made payable to Unite the Union

xiii The Union official shall provide the Employer with a signed receipt for the sum received

xiv Unless other arrangements are agreed, the Employer will forward the payments agreed in paragraph x above and a complete list of deductions to the agreed Union office

xv As a result of this agreement the Union hereby indemnifies the Employer against claims arising, except in bankruptcy, liquidation, or theft where there is inadequate provision for the safe-keeping of monies, and against claims and legal costs associated with any such claims under the Trade Union and Labour Relations (Consolidation) Act, 1992, as amended, arising from the Union’s failure or that of any of its officers to give adequate notice of an increase in the level of Union contributions

xvi In addition to deduction from wages, other arrangements for payment of Union subscription are also available. These alternative methods include payment by Direct Debit, Credit Card, Cheque, and Standing Order

xvii Employers wishing to transfer from the arrangements set out at paragraph i-xv above, to one of the alternative methods of payment (paragraph xvi) should:

   a Give notice of withdrawal from the current arrangements (paragraph ii above) to the Union

   b Notify Operatives of the notice of withdrawal from the agreement to deduct trade Union subscriptions from wages.

   c Inform Operatives of the alternative means of payment of Union subscription and that a leaflet incorporating forms to arrange for payment by alternative means is available from Unite the Union.

Signed
For Company

Signed
For Union
Appendix B

Operation of target incentive schemes in Heating and Ventilating Contracting Industry

1 The Parties to the National Agreement for the Heating, Ventilating, Air Conditioning, Piping and Domestic Engineering Industry have agreed that it would be to the benefit of Employers and Operatives in the Industry if they set out their joint understanding on the place of target incentive schemes in the Industry and the manner in which they can be most effectively applied.

The place of financial incentives in total earnings

2 Both Parties agree:

i that the rates of wages and allowances agreed nationally from time to time should be at levels which provide reasonable living standards for Operatives employed in the Industry without the necessity for additions through local agreements or incentive arrangements

ii Employers in turn can expect a reasonable level of productivity and may introduce improved working methods without necessarily operating incentive schemes

iii the purpose of properly controlled target incentive schemes should, therefore, be to provide for levels of productivity and earnings over and above these reasonable standards

iv the operation of target incentive schemes should not interfere with safety standards or the quality of workmanship

v that not all H&V work is suitable for bonus.

3 It is agreed that where incentive schemes are operated they should be related to productivity. Payment of 'lieu' or 'standing' bonuses unrelated to productivity is to be discouraged.
Appendix B

Overtime containment
4 It is accepted by the Parties that opportunities should be taken during the operation of incentive schemes to reduce overtime hours as productivity increases and also to promote safe working practices and preserve quality of workmanship. Recommended maximum working hours are given in National Agreement Clause 9: Overtime.

Types of incentive schemes suitable for H&V
5 The Parties are agreed that some schemes may be appropriate where targets are defined within close limits and small parcels of work carefully measured over short periods of time, with bonus closely related to the productivity of the Operative. It is recognised that such schemes depend on investment of time and money by the Employer both for development and administration. The basic principles which should ideally be applied to such sophisticated schemes are agreed as set out below.

6 The Parties also recognise that schemes which may be described as ‘end of contract’ or ‘terminal’ schemes are operated in the industry and although they are not ideal they can, in some cases, provide an effective incentive to improve productivity and increase earnings.

7 The Parties agree that such schemes and others which may be defined as falling within the degrees of sophistication between these two types may be effective if they conform to the basic objectives set out below.

Objectives of incentive schemes
8 Incentive schemes must meet the following broad objectives:

i increase productivity

ii improve Operatives’ earnings potential

iii provide cost savings to the Employer

iv be easily understandable to Operatives

While at the same time safeguarding
Appendix B

v quality of workmanship
vi safety standards.

GENERAL PRINCIPLES FOR OPERATION OF INCENTIVES WITH SHORT-TERM MEASURED TARGETS

Consultation with the Union
9 Prior consultation by the Employer with the local full-time Official of the Union will ensure that both Parties have a complete understanding of the scheme and its operation and work towards its success.

Operatives covered
10 Schemes should wherever possible be applied to identifiable working groups (rather than individuals) including indirect workers where appropriate and usually on a site basis.

Potential to increase earnings
11 The potential to increase earnings should, as far as possible, lie solely within the Operatives’ control.

The role of supervision
12 Supervisors will have special responsibility for the successful operation of incentive schemes. The supervisory role is not diminished by introduction of such schemes. Management organisation and supervision should be such as to provide:

  i continuity of work on the job, i.e. having the right men, materials and equipment in the right place at the right time

  ii continuity of jobs, i.e. proper programming of work.

Allowances for non-productive time
13 Adequate compensation on a defined basis should be made for non-productive time including:

  i time spent on supervisory duties

  ii time spent by Craftsmen who are responsible for Apprentice training
Appendix B

i. Delays outside the Operatives' control.

14 Apprentices

The operation of target incentive schemes should not interfere with the responsibility on both the Employer and the Operatives to ensure that Apprentices obtain broad practical training on site.

15 It is undesirable that Junior and Intermediate Apprentices should take part in target incentive schemes.

16 Targets

Units of work of a reasonable size should be selected so that where possible they do not extend from one accounting period into the next.

17 Target time should be based on work study measurements or good historical records. They should be mutually acceptable to the company and the Operatives involved.

18 Target times should where possible be issued to Operatives before the targeted work is started. Targets should not be altered on a particular job unless there is a significant change in job content or working methods in which case there should be joint consultation.

19 Performance and payments

Progress of work should as far as practicable be measured at regular intervals. Payment for completed work should be made as soon as reasonably possible after the unit of work is completed.

20 An example of an arrangement for measuring work and payment is as follows:

The work completed over a 4 week period is measured by the Employer and bonus earnings calculated. Payment commences on the pay day following the end of the measured period (or a week later if this is not possible) on the basis of one quarter of the total for the following four weeks. This provides for regular weekly payments shortly after the completion of a section of work and has the advantage of levelling out peaks and troughs over the period.
21 The terminology and arithmetic used to calculate the incentive payments should be easily understood by the Operatives so that they may readily know what they have to do to increase their earnings.

22 The scheme should state how payment is to be distributed within the working group when the target incentive payments are computed for a group.

23 Distribution of incentive payments according to the grade rates and hours booked by each individual on the job is recommended.

24 Participation of Foremen and Craftsmen and/or Senior Craftsmen with supervisory responsibilities in the scheme should be clearly defined including charging of time spent on supervision as appropriate.

Retention
25 Although the practice is becoming less common, a percentage of the incentive payment may be retained by the Employer against possible defective workmanship, normally 10 per cent until the job is finished (including commissioning) and a maximum of 5 per cent until the end of the maintenance period.

Dealing with queries and grievances
26 The scheme should provide facilities for dealing with queries by Operatives which should include reference to the Industry's conciliation machinery in the National Agreement if problems cannot be resolved within the firm. The Industry's conciliation machinery will have regard for these guidelines when considering any matter referred to it.

Termination of the scheme
27 The notice which either the Employer or the majority of the workforce covered by the scheme may give to terminate the scheme should be stated.

GUIDELINES FOR OPERATION OF TERMINAL AND END OF CONTRACT SCHEMES
28 Where a company is offering a ‘terminal’ or ‘end of contract’ scheme to Operatives they should be consulted in advance and their
Appendix B

agreement obtained to operating the scheme within the guidelines indicated.

29 Each Operative should be given as much detail about the scheme as is necessary to understand how bonus payments are to be related to time and cost savings on the job, and when bonus payments can be expected.

30 Where the job or contract is of a long duration, provision should be made where possible for an assessment of the work completed against the target time or cost at reasonable and regular intervals during the course of the job or contract. To act as an effective incentive the bonus arrangements should provide indicators of performance against the final target at meaningful intervals ideally of no longer than one month although this may not be practicable. For the same reason a portion of the bonus should be paid at reasonable intervals related to estimates of performance at various stages on the understanding that these will be deducted from the final bonus calculation.

31 The target should be based on the best possible assessment of the reasonable time for completion of the job and/or costs. It is emphasised that if, for any reason, the estimated time and/or cost of the labour element of the job which the Employer has contained in his tender is found to be unrealistic before work commences on site, then if bonus payments are related to corrected and more realistic time/cost, the Employer may still obtain cost savings on the contract by increased productivity.

32 Once established the target time/cost should not be altered after work has commenced unless to take account of changes in time or costs outside the Operatives’ or Employer’s control.

33 Operatives should be informed of the way in which bonus earnings are to be distributed between individuals.

34 Provision may be made for retention of some bonus by the Employer against possible defective workmanship as contained in paragraph 25 above.

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Agreement on Terms and Conditions of Employment Applicable to Certain Categories of Project in the Engineering Construction Industry

See Appendix L for most recent earnings agreement

1 This Agreement applies to Operatives carrying out any work covered by the National Agreement for the Heating, Ventilating, Air Conditioning, Piping and Domestic Engineering Industry (referred to below as "the National Agreement"), on certain categories of project in the Engineering Construction Industry and which the Parties to this Supplementary Agreement agree shall be covered, where instructed by the client. The projects concerned are predominantly those referred to as "Category 1" within the terms of the National Agreement for the Engineering Construction Industry.

2 Except as specified below, the terms of the National Agreement will apply to such Operatives together with such other individual company conditions as would normally apply.

3 The Association and the Union recognise the need to maintain the highest levels of productivity, maximum utilisation of available working hours and orderly working on such sites and when required, the officials of both sides will give prompt assistance to Employers and Operatives in achieving those ends.

Normal hourly rates

4 The normal hourly rates for Operatives employed under this Supplementary Agreement shall be agreed from time to time between the Association and the Union, and shall be enumerated in an Appendix to this Agreement.

Second tier payments – Measured incentive schemes

5 In addition to their hourly rates, Operatives employed under this Supplementary Agreement shall be entitled to a second tier payment which, whenever practicable, shall derive from a measured incentive scheme.
Appendix C

6 Earnings from such schemes will vary in relation to productivity based on measured work norms or times in accordance with the Employer’s standard working practices, adjusted as and where necessary to provide hourly payment for motivated performance, as defined below, and maximum hourly average payments which shall be agreed from time to time by the Association and the Union and set out in the Appendix to this Agreement.

7 Motivated performance is defined as a brisk, businesslike performance, as of an average manual worker on piecework where the necessary standard of quality and accuracy is achieved with confidence and can be maintained. (Equivalent to 100 performance on the BS Scale).

8Measured incentive schemes shall conform with the joint guidelines agreed between the Parties for target incentive schemes as set out in the National Agreement and, particularly:

i work norms or times shall be produced by recognised work measurement or assessment techniques

ii there must be clear written rules defining the relationship between pay and performance and stating how waiting time, unmeasured work, retention fund and similar matters are dealt with

iii there must be a clear procedure for dealing with queries or grievances arising from the scheme

iv the bonus curve or conversion factors must be established at or before commencement of operation of the scheme on site

v incentive payments retained by the Employer against possible defective workmanship shall be limited to 7½ per cent of bonus earned and shall not be held longer than 26 weeks

vi retained payments available for distribution after defects have been rectified shall be distributed on an equitable basis to Operatives employed on site during the period the bonus was earned.
Appendix C

Productivity and working practices

9 If a second tier payment is made deriving from a measured incentive scheme, there shall be stringent application of the efficient and safe working practices recognised by the National Agreement and Clause 7b covering the erection, alteration and dismantling of scaffolding and mobile towers.

10 The following provisions designed to make maximum use of the available working hours on site shall also apply:

a Operatives shall conform to the reasonable requirements of the Employer in regard to:

i arriving at their work places punctually, reporting to their respective sites in sufficient time to enable them to change and prepare for work before clocking on at the specified time at their clocking or other attendance recording stations as located by the Employer. At the end of the working day, they will clock off before changing and preparing for their departure from the site;

ii the Client’s requirements in relation to hours of attendance, the working of overtime and shift working to suit the circumstances of the site;

iii flexible arrangements for taking the weekend leave provided for in Clause 17 of the National Agreement, including the timing and arrangements for returning from leave, to ensure that a full normal week is worked on site;

iv there shall be no tea break in the afternoon unless more than two hours overtime are to be worked, in which case a meal break shall be allowed at the end of the normal working day in accordance with Clause 4 of the National Agreement, provided it is taken at the immediate work place;

v implementation of the Client’s instructions in regard to morning tea break arrangements;
Appendix C

vi observing such special requirements as may be laid down by the Client for the project or contract in question.

b rigging of pipework, ductwork and other equipment, fittings and appliances normally associated with the work of the Heating, Ventilating and Air Conditioning Industry, is regarded as part of the normal work of the Operatives covered by the National Agreement and Operatives shall co-operate fully in the use of mechanical aids, and equipment for that purpose provided by the Employer.

11 Where an Employer considers that productivity standards on site do not meet reasonable requirements for payment of the fixed productivity allowance or are unsatisfactory in other respects, he may refer the matter to the Chief Officials of the Association and the Union.

Second tier payments – fixed productivity allowance
12 Where the Client instructs, in place of a measured incentive scheme, the second tier payment shall comprise a productivity allowance agreed from time to time by the Association and the Union and enumerated in the Appendix to this Agreement, subject to adherence to the productivity provisions above.

Shift working
13 An Operative shall undertake such shift working as is required by his Employer to conform with the particular requirements of the job. The rates for Operatives required to work double day shifts shall be time plus 20 per cent for the first shift and time plus 30 per cent for the second shift. Payment for other shift patterns shall be agreed between the Chief Officials of the Association and the Union, whose decision shall be final.

Application of this Agreement
14 The Agreement shall not apply to work on contracts for which the Employer has tendered before the date of promulgation of this Agreement except where agreed by the Employer and Operatives concerned, and the Parties hereto, and on the instruction of the Client.
Appendix C

Where the Agreement applies to any project it shall apply to each Operative from the beginning of his first complete day and for the duration of his employment on that project.

Issues concerning the scope, application or interpretation of this Agreement shall be referred to the Chief Officials of the Association and the Union whose decision shall be final.

Any other difference between an Employer and an Operative or Operatives working under this Agreement which they have failed to resolve shall be referred to the Conciliation procedures in Clause 25 of the National Agreement.

The provisions of the National Agreement shall apply on any matter where this Agreement is silent but on matters where both Agreements contain provisions then the provisions in this Agreement shall take precedence.

The rates and payments in this Supplementary Agreement will be subject to amendment by the Association and the Union as and when revision to the rates of the National Agreement are agreed.

Where existing terms and conditions for Operatives normally employed under the hvac National Agreement on projects, as defined above, are generally more favourable than the terms of this Agreement, this Agreement will not apply. Where questions of the applicability of this Agreement are raised, either under this provision or elsewhere in this Agreement, the decision of Operatives shall be taken as the decision of the majority of Operatives working on the project and the decision reached by all Parties concerned shall apply to all such Operatives.

Termination of Agreement

Agreement on matters set out above may be terminated by either the Association or the Union giving not less than three months notice in writing to the other Party.
# Taxation of Allowances

Under an agreement with HM Revenue and Customs, certain allowances payable under the National Agreement may be paid tax-free. This Appendix contains comprehensive guidance on the taxation arrangements for all allowances payable under the National Agreement.

<table>
<thead>
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<th>Taxable or Non Taxable</th>
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</tr>
<tr>
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<td>elements can be paid tax free. See below</td>
</tr>
<tr>
<td>Daily Travelling Allowance (Clause 15aii)</td>
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<tr>
<td>Lodging Allowance (Clause 16)</td>
<td>elements can be paid tax free. See below</td>
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<tr>
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<td>Tool and Clothing Allowance</td>
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FARES

Basis for Reimbursing Fares Tax Free

Payment of Daily Fares (Clause 15ai)
1 Since 2 July 1984 an element of fares has been taxable when an Operative reports direct to site. The basis agreed with HM Revenue and Customs is as follows:

i For Operatives who report direct to site tax is payab le on the first 12 1/2p per mile of reimbursed fares each way for the first four miles (i.e. a maximum of £1.00 per day is taxable) or the actual fare if that is less. The sum of 12 1/2p will take effect from and may increase from time to time in line with the general rise in prices.

ii The reimbursement of fares for that part of any journey which exceeds four miles is tax free.

iii No tax liability arises on actual fares paid for journeys from the Employer’s shop or office to the site (and return) in the case of Operatives who book on and off at the shop or office.

iv There is no tax liability for actual fares paid from one site to another on the Employer’s instructions during the course of a working day.

v Payment of fares from the centre to the office or shop where the Operative regularly reports to the office or shop before commencing work will be taxed in full.

Reimbursement of Daily Fares from Lodgings to Site (Clause 16aii)
2 Under the terms of the National Agreement, Clause 16aii provides that where Operatives are lodging, if lodgings are not available within two miles of the job, then daily return fares from lodgings to job shall be paid.

With effect from Monday, 3 April 1989, an element of these fares has been taxable in accordance with the same tax rules as apply to daily fares for journeys from home to site. Tax is payable on the
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first 12½p per mile of reimbursed fares each way for the first four miles (i.e. maximum of £1.00 per day is taxable) or the actual fare if that is less. The payment of fares for that part of any journey which exceeds four miles is tax free.

Taxation of Season Tickets purchased by the Employee
3  Reimbursement of the cost of a season ticket is also subject to an element of taxation.

With effect from Monday, 3 April 1989, tax has been payable on 25 per cent of the cost of a season ticket subject to a maximum taxable amount of £5 a week. Where 25 per cent of the value of the ticket exceeds £5, only £5 will be used for calculating the tax due. The sum of £5 a week will increase from time to time.

Taxation of Season Tickets provided by the Company
4  In the event of a company actually providing a season ticket for an Employee (as opposed to reimbursing the cost of the season ticket purchased by an Employee) then the total cost of the ticket is assessable for tax. The provision of such travel tickets is governed by specific legislation and the concessionary arrangements that apply to the construction industry do not extend to this situation.

Taxation of Fares reimbursed for Call-out Duties
5  With effect from 3 April 1989, fares reimbursed to an Operative "called out" to the site on which he is currently employed have been liable to an element of taxation. Tax has been payable on the first 12½p per mile of reimbursed fares each way for the first four miles (i.e. a total taxable amount of £1.00) or the actual fare if that has been less. If an Operative is called out to his current site and then instructed to travel to another site, tax will be payable on the reimbursed fares for the first journey, but fares reimbursed for journeys between sites are tax free.

An Operative called out to a location other than the site on which he is currently working is entitled to be reimbursed fares without any deduction of tax.

Taxation of Fares reimbursed for Weekend Working
6  The taxation rules that apply to daily fares also apply to fares reimbursed for weekend working. As from 3 April 1989, an
Appendix D

Operative in receipt of daily fares during the course of his normal working week who was required to work at the weekend would have his fares reimbursed for travelling from the centre to site and these fares would be subject to tax in the same way as daily fares i.e. tax would be payable on the first 12.5p per mile of reimbursed fares each way for the first four miles or the actual fare if that was less. If, however, an Operative was not reimbursed for daily fares but for a season ticket, then no additional tax would be due, over and above that payable as under 3 above.

Reimbursement of Weekend Fares in Accordance with Clause 17d

Clause 17d of the National Agreement provides that when an Operative is in lodgings he is entitled to a weekend return fare for weekend leave. These weekend return fares when paid in accordance with Clause 17d are not liable for tax.

If, however, an Operative elected not to return to his centre during his weekend leave and to be paid a single fare instead, then that payment would be taxable.

Use of Private Transport

If an Operative uses his own transport instead of public transport he remains, under the National Agreement, entitled to a payment equivalent to the value of the fare he would have been charged had he used public transport.

This payment is taxable in the same way as daily fares described above.

Where it is not possible to determine the actual fares for the particular journey being reimbursed, HM Revenue and Customs is prepared to accept a “notional” fare per mile in place of the actual fare for taxation purposes.

To arrive at the “notional” fare the Employer should ascertain from the local bus/rail authority the fare they charge per mile and from this estimate the fare which would have been payable had the transport authority operated the service the area in question.

In exceptional cases, where it is not possible to determine a “notional” fare the Employer may pay the rate of 20p per mile and
tax in accordance with 1 above, i.e. the first four miles each way would be fully taxable.

Any payment made by the Employer in excess of the actual or "notional" fare or the rate of 20p per mile where it is not possible to determine the "notional" fare will be taxable in addition to the tax due in respect of the first four miles each way.

The sum of 20p per mile will increase from time to time in line with the general rise in prices.

**LODGING ALLOWANCE**

**Basis for Paying Lodging Expenses Tax Free**

Where an Employer pays the rate agreed under the National Agreement or exceptionally, reimburses actual expenses incurred on the production of a receipt, then these payments will not be taxable in the case of:

a Employees who qualify under the certification arrangements

b Employees on detached duty, including the zoning arrangements described below.

**Certification Arrangements**

HM Revenue and Customs have accepted that lodging allowance can be paid without deduction of tax, upon completion of two certificates referred to below to married operatives and to single operatives who have broadly similar responsibilities.

HM Revenue and Customs will treat single Operatives on the same basis as married operatives where they meet the following criteria:

a a single Operative with a common-law spouse (but no dependant children) providing they have been living together at a permanent address for at least two years

b a single Operative with a common-law spouse and dependant children living together at a permanent address

c a single Operative without dependants where he (or she) certifies that:
Appendix D

i he is incurring additional expenditure on lodging away from his permanent residence; and

ii he has a continuing liability for the expenses of maintenance of his permanent residence situated in the area at which he lives whilst not working away; and

iii the permanent residence is owned by the Employee, either freehold or leasehold, or is a tenanted property for which, by virtue of a written agreement on a commercial basis, he has a continuing financial obligation whilst working away.

The two certificates that HM Revenue and Customs require to be completed are tax form A and tax form B.

Form A
On form A an Operative is required to provide information about his permanent residence and dependants. Every Operative is required to complete this form when first going into lodgings and whenever circumstances alter after that.

Form B
Form B must be completed on each occasion that an Operative receives a payment of lodging allowance tax free. So as to reduce the amount of paperwork involved a number of companies have incorporated the wording of tax form B onto timesheets.

Copies of tax forms A and B can be obtained from:

Publications Department
Old Mansion House
Eamont Bridge
Penrith
Cumbria
CA10 2BX

Tel: 01768 860405
Fax: 01768 860401
e-mail: info@b-espublishations.co.uk
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An example of both forms is attached.

Detached Duty

11 The principle of "detached duty" is an HM Revenue and Customs one. It is a concession that applies to lodging or out working allowances which are no more than reasonable payment for the extra living expenses incurred by Employees employed temporarily away from home and normal place of employment.

For an Operative whether married or single to comply with the detached duty principle, he must have a normal place of employment from which he only temporarily works away.

See zoning arrangements below which are an extension of the detached duty principle applicable to single Operatives only.

Zoning Arrangements for Single Operatives

12 For a single Operative to be eligible to receive a tax free lodging allowance payment under the zoning arrangements he must have a "normal place of employment" which, in respect of an H&V Operative is the area within a radius of 50 miles around the centre as defined in Clause 14 of the National Agreement. The essential feature of the zoning arrangements is the existence of a local zone in which the Employee works for the greater proportion of his time from which there are only brief absences, and to which the Employee returns following the period of absence.

HM Revenue and Customs would regard a brief absence in this context as being for a period of not more than 12 months. This limit may not be exceeded in any circumstances and if an Employee remains away for more than this length of time, the allowances he receives must be taxed as soon as it is known that the 12 months limit will be exceeded. If it is known from the outset that the period of secondment will exceed 12 months, the allowances must be taxed from the start of the period.

The zoning concession is only available to Operatives working on sites outside a 50 mile radius of their centre providing that they normally work on sites within this 50 mile radius zone.
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Lodging within the Zone
13 If a single employee is sent to a site within the local zone and receives a lodging allowance the allowance must be taxed.

Lodging Allowance paid on the night of the day of return
14 The payment of a lodging allowance on the night of the day of return may be made tax free providing the Employee has incurred a lodging expense and has provided his Employer with a signed statement (i.e. tax form B) as confirmation. If, in a particular and individual case, the Employer has reason to doubt that an expense has been incurred then he should satisfy himself by obtaining a receipt from the Operative before making any tax free payment. The need for a receipt will arise only in exceptional cases where there is reason to doubt the Operative’s statement. Therefore, in the normal course of events, completion of tax forms A and B will provide sufficient basis for tax free payment and the provision of any other documentation such as receipts will be unnecessary.

Providing this procedure is followed, there should be no reason for an HM Revenue and Customs auditor to question the tax free payment of lodging allowance on such occasions. In the exceptional case where an auditor does question the payment, then a further signed statement from the Operative, or the production of receipts will be sufficient to satisfy him that a tax free payment was appropriate.

Lodging Allowance paid during Weekend Leave
15 The basis for the payment of lodging allowance tax free during weekend leave is identical to the procedure that should be followed when paying a lodging allowance tax free on the night of the day of return.

The payment may only be made where an individual has incurred a lodging expense and has provided his Employer with a signed statement to that effect. In the absence of the signed statement it would be necessary for the payment to be taxed.

Appeals against Taxation of Allowances
16 Any Operative who is being taxed and feels that he has a case to make for tax free payment should contact HM Revenue and Customs direct.
Appendix D

National Insurance Contributions
17 National Insurance contributions are due on all expenses which are assessable for tax.

Tool and Clothing Allowance
18 Tax allowances for the upkeep of tools and special clothing for Operatives in the H&V industry are periodically agreed between the HM Revenue and Customs and the Union and apply to all Employees in the industry.

It is not necessary for companies to notify tax offices of eligible Employees. It is up to each individual Employee to submit a claim on his tax return. The allowances will then automatically be taken into account when the PAYE codes are fixed.

The allowances are as follows:

a Foreman, Senior Craftsman, Craftsman  £75
b Installer, Adult Trainee and Mates over 18 £65

Further advice and information on the above can be obtained from the Building & Engineering Services Association, Employment Affairs and Skills Department, Esca House, 34 Palace Court, London W2 4JG; telephone number 020 7313 4900.
Appendix D

TAX FORM A

LODGING AWAY FROM PLACE OF RESIDENCE
(Certificate to be signed by the Operative)

I…………………………………………………………………………………………………………………………
(Block Capitals) certify that I am incurring extra expense at my lodging
address (as shown on form B) by being employed temporarily away from
home, and either

(a) I have continuing financial commitments for the maintenance of my
dependants (as defined below) at my permanent residence (shown
below), or

(b) I have no dependants (as defined below), but have a continuing
financial responsibility for the maintenance of my permanent
residence situated within the UK (as shown below) at which I live
whilst not working away; my permanent residence is either owned by
me (freehold or leasehold) or is a tenanted property, for which, under
a written agreement on a commercial basis, I have continuing
financial obligations.

I certify that my normal permanent residence is:

…………………………………………………………………………………………………………………………
…………………………………………………………………………………………………………………………

and that my dependants who reside there are:

……………………………………………………………………………(wife/husband)
………………………………………………………………………(dependant child)
………………………………………………………………………(dependant child)

I understand that the above information may be checked and that in the
event of any particulars being incorrect, lodging allowance will be liable for
deduction of income tax.

……………………………………... Signature of Operative ………………………….Date

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TAX FORM A continued

I, the Employer, certify that to the best of my knowledge and belief, the
details set out above are correct.

........................................... Signature of Employer ...................................... Date

WARNING TO APPLICANTS
If you make a false declaration on this form or fail to notify any
change in your circumstances affecting the claim you have made
above, you may be prosecuted. You may also become liable to
pay additional tax. In your own interests therefore you must
notify the site office immediately of any change in your
circumstances.

Definition of Dependents
Definition of dependents who qualify an Operative for tax free lodging allowance:
 a Wife/husband with or without dependant child(ren)
 b Dependant child(ren) defined as being below age 18
 c Common law spouse AND dependant child(ren) living
together at a permanent address
 d Common law spouse (but no dependant child(ren))
 provided they have been living together at a permanent
address for at least two years.

Note for Office Use
In addition to completing this form, Operatives are required to sign a form
confirming that the payment has been made in accordance with the
Regulations.

For this purpose Form B has been produced and is available for order from
the Association's Publications Department. Firms may wish to incorporate
Form B into time sheets. If so it is necessary for all the information
produced on Form B to be incorporated into the time sheet and identified
as "Form B".

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TAX FORM B

LODGING AWAY FROM PLACE OF RESIDENCE
(Certificate to be signed by Operatives, other than those covered by zoning arrangements)

From .................................................. to ...........................................,*
I have been living temporarily in lodgings at the following address and incurring extra expenses:

.............................................................................................................................................................................
.............................................................................................................................................................................
.............................................................................................................................................................................

I certify that a lodging allowance payment made without deduction of tax for this period of temporary lodging is in accordance with the National Agreement Clause 16 and satisfies the conditions defined on Form A which I have completed.

.............................................................................................................................................................................
Signature of Operative

Date .................................................................

*Insert dates for the period for which lodging allowance is claimed.

WARNING TO APPLICANTS
If you make a false declaration on this form or fail to notify any change in your circumstances affecting the claim you have made above, you may be prosecuted. You may also become liable to pay additional tax. In your own interests you must therefore notify the site office immediately of any change in your circumstances.

This form is published by the Association after consultation with HM Revenue and Customs.
Appendix E

Joint Statement on Site Safety and Site Safety Induction Courses

1 The Building & Engineering Services Association and Unite the Union are jointly committed to the promotion of safe working practices and recognise the benefits of safety representatives appointed by the recognised trade Union.*

2 All Employers and Operatives must comply with the Health and Safety at Work Act 1974 and statutory regulations applicable to the construction industry, and work to specific site safety rules. Although clients and main contractors may share in the general duty of management to provide a safe working environment, the ultimate responsibility for his own employees and his sub-contractors lies with the Employer, including the responsibility of assessing which operations are safe or unsafe.

3 In the event of a disagreement regarding a safe place of work or system of work, or regarding the interpretation of safety legislation relevant to the work activity, the matter should be referred to the Employer’s safety adviser or some other agreed independent adviser.

4 The Employer must ensure that they manage effectively the health and safety of all employees and sub-contractors under their direction and that they are suitably competent to work safely, and should ensure that:
   a all Operatives have a clear understanding of their health and safety responsibilities and are subject to an effective health and safety management process to ensure they remain competent for the task at hand, and
   b each Operative when arriving at a new site is properly briefed on any special circumstances relating to the site. On larger sites site induction courses may be appropriate, whether provided by the Client, main contractor or the Employer. Where induction courses are provided, sufficient time off without loss of pay should be allowed for Operatives to attend.
*Note: The Safety Representative and Safety Committees Regulations, 1977 and the Health and Safety (Consultation with Employees) Regulations, 1996 provide for the appointment of safety representatives, describe their functions and provide for them to take time off with pay to carry out their functions and to undergo training.
Appendix F

Points of Guidance on Conduct of Local Conferences

Introduction
1 A Local Conference may be called by either the Association or the Union under the Conciliation Clause of the National Agreement. This Clause deals with representation at the Local Conference, time limits and conditions regarding continuation of work.

2 These points of guidance for the conduct of Local Conferences have been agreed between the Association and the Union and should be followed wherever possible.

3 The administrative work connected with Local Conferences falls upon the appropriate Regional Manager of the Association (hereinafter called the Association official) and the appropriate area official of the Union (hereinafter called the Union official).

Matter in Dispute – Written Statements
4 Before bringing any question to a Local Conference the Association official and the Union official should reach a clear understanding as to the precise nature of the matter in dispute and be agreed that the matter is appropriate for the Local Conference, viz that it falls within Clause d of the National Agreement Clause on Conciliation.

5 The Association official and the Union official should respectively request their party to the dispute to produce a written statement of his case.

Constitution of the Local Conference
6 The National Agreement provides that the Local Conference shall comprise an equal number (not exceeding five each) of local representatives of the Association and the Union. It is for the local officials to agree the appropriate number from either side and this will depend upon the nature of the dispute; some disputes may be more quickly and effectively dealt with by a Local Conference of less than the maximum. It does not matter in fact if the two sides have a different number of representatives since voting is by sides.
Representatives on the Local Conference should be completely independent of the Parties to the dispute. It follows that officials of either the Association or the Union who are acting as spokesmen for either of the Parties to the dispute can in no circumstances also act as representatives on the Local Conference. Where the dispute concerns specialist matters the representatives should be selected by the Association and the Union from people who have knowledge of these.

Once selected the representatives should be non partisan and should take an unbiased view of the facts of the case presented to them.

Clause e of the National Agreement Clause on Conciliation provides that Chief Officials of the Association and the Union may attend Local Conferences. They do not however become representatives on the Local Conference as such.

Administrative work prior to the Local Conference

Unless otherwise agreed the administrative work prior to the Local Conference shall be undertaken as follows:

a the time and place for the Local Conference shall be agreed between the Association official and the Union official; the Association official shall make the necessary meeting arrangements and shall confirm them in writing to the Union official

b the Association official and the Union official shall advise each other of:

i the names of the members of their respective sides of the Local Conference and the companies with whom they are employed

ii the names of the spokesmen and witnesses from their respective parties to the dispute.

The Association official and the Union official shall provide the following information to their respective Local Conference representatives and their respective parties to the dispute:
Appendix F

The time and place of the Local Conference

The question in dispute (as jointly agreed in paragraph 4)

The names of representatives of both sides of the Local Conference and the companies with whom they are employed

The names of the spokesman and witnesses from both parties to the dispute

The written statements of the case produced by both parties to the dispute (if available prior to the meeting).

Conduct of the Local Conference

The Local Conference shall elect one of its members, who may be from either side, to act as Chairman.

All business of the Local Conference shall then be conducted through the Chair.

The duties of the Chairman are:

i to ensure that the meeting is properly conducted

ii to ensure that all relevant facts on which a proper decision can be reached are established and freely discussed while discouraging irrelevant discussion.

Unless otherwise agreed the Association official shall act as secretary to the Local Conference.

Order of proceedings should normally be:

i the Local Conference (without any representation from either of the parties to the dispute being present) should first examine the written statements provided by the parties to the dispute

ii both parties to the dispute and their spokesmen are permitted to be present during the submission of evidence and subsequent questioning. Chairmen may, however, exercise their discretion to hear submissions independently if it appears
Appendix F

that proceedings will be disrupted if both parties are present

iii the spokesman for the complainant should be invited to make a statement and then examined. It is often best for the first examination of spokesmen (and witnesses) to be conducted by the Chairman (who may put questions previously agreed by the Local Conference). Individual representatives on the Local Conference should then be given the opportunity of asking any further questions.

iv the spokesman for the complainant should then be invited to call his witnesses to give evidence and be examined on the evidence given.

v the procedure in iii and iv above should be followed in respect of the spokesman and witnesses for the other party to the dispute.

vi the Local Conference can ask spokesmen (and witnesses) to withdraw at any time to enable the Local Conference to debate any aspect of the dispute privately.

vii matters affecting the decision of the Local Conference should be debated only within the Local Conference itself and no spokesman or witnesses of either of the parties to the dispute should be present at these times.

viii the Local Conference may where necessary recall any of the spokesmen or any of the witnesses at any stage.

ix the decision of the Local Conference should be as self-explanatory as possible and should be agreed and recorded in writing by the secretary to the Local Conference.

x the parties to the dispute and their spokesmen should be recalled to hear the decision of the Local Conference.

xi if necessary the Local Conference should adjourn to obtain further evidence.
Appendix F

xii if the Local Conference cannot reach a decision the question may be referred to a National Conference.

After the Conference

17 Where the Local Conference arrives at an agreed decision this should be confirmed in writing to both parties to the dispute by the Association official who should send a copy of the letters to the Union official.

18 The parties to the dispute should be asked if the decision is acceptable. If either or both consider the decision is unacceptable then either the Association or the Union at national level may refer the matter to a National Conference; otherwise the decision of the Local Conference shall stand.

19 Where the Local Conference is unable to reach a decision once again either the Association or the Union may refer the matter to a National Conference.

20 Minutes of the Local Conference should be prepared forthwith by the Association official and should record:

i the question in dispute

ii the case and supporting statements made by each party to the dispute

iii any other relevant information obtained by the Local Conference

iv the decision of the Local Conference or the points of difference if there is failure to agree.

21 The Association official should send a draft of the minutes to the Union official for approval and there should be the minimum delay in agreeing minutes, particularly if the matter has to go to a National Conference, since the National Conference must be held within 14 days and the agreed minutes of the Local Conference must be issued in advance. Once agreed, the Association official should provide the Union official with copies of the agreed minutes. The Association official and the Union official should distribute copies as follows:
Appendix F

i  one copy to each member of their respective panels

ii one copy to the Head Office of their respective Organisations.
Appendix G

Industry Apprenticeships

Introduction

1 An important key to the future success of the industry is ensuring a well trained, flexible workforce. This requires investment in young people and their training to give them the level of skills required by the industry.

2(a) When Modern Apprenticeships were introduced by the Government in the mid-1990’s, the Association and the Union as the Parties to this Agreement responded to this challenge by negotiating a collective agreement which had the purpose of recognising standards-based (as distinct from time-served) training for Apprentices within the terms of this National Agreement. The slightly revised Agreement in this Appendix carries this forward by updating some of the terminology used and reflecting changes in the nomenclature of some of the bodies and organisations involved in training provision and funding. Managing Agents and Training Providers which provide training to Apprentices covered by this Agreement are accredited by the Awarding Organisations, including City and Guilds (C&G), Excellence and Achievement in Learning (EAL) and British Plumbing Employers’ Council (BPEC), and are monitored on an ongoing basis. The Standards Setting Organisation, issuing authority and custodian of the sector’s National Occupational Standards and apprenticeship frameworks in the building services engineering sector is SummitSkills.

2(b) This Agreement has been modified to reflect the implications of the Qualifications and Credit Framework (QCF) introduced in England in September 2011.

3 The Association recognises the exclusive right of Unite the Union to represent Apprentices employed under this Agreement; and encourages Employers to ensure Apprentices are so represented in the event of grievance, disciplinary or redundancy matters which may involve the Apprentice.

National/Scottish Vocational Qualifications

4 It is a primary training objective that, through a high quality, directed training programme; Apprentices should achieve high-level qualifications at National Vocational Qualification Diploma/Scottish
Appendix G

Vocational Qualification (NVQ Diploma/SVQ) Level 3, in one of the disciplines covered by this National Agreement.

Normally, achievement of an NVQ Diploma/SVQ Level 3 shall be preceded by a Level 2 qualification, where the qualification is available.

Access to Training

The principal mechanism recognised by the Association and the Union for Apprentices to receive training and work experience in the industry is:

(a) through employment as an Apprentice, normally incorporating an initial probationary period of employment of, usually, not less than six and not more than twelve months, with the relevant Employer(s); or

(b) through attendance on a recognised programme of training at a College or other approved training centre, incorporating appropriate work-based assessment and work experience leading to one of the vocational qualifications relevant to the scope of work covered by this Agreement; or

(c) through a recognised industry programme of training, involving structured on-the-job training and/or distance learning; or

(d) a combination of these methods.

The Parties to this Agreement recommend that a Training Agreement should be used as a means of underpinning the responsibilities of the various parties to the training arrangements. Whilst a variety of different Training Agreements will be used in practice because of the different policies and practices of the different Managing Agents and Training Providers, the Association and the Union recommend that the Training Agreements used should encompass the main principles in the model Training Agreement in Annex 1. The Agreement sets out the responsibilities of:

(a) the Employer(s) to employ, train and pay the Apprentice, with a view to offering the Apprentice further employment on the completion of his/her Apprenticeship;
Appendix G

(b) the Apprentice diligently to follow the prescribed programme of training and work experience, including, if required, attendance at an appropriate College or other approved training centre;

(c) the relevant Managing Agent/Training Provider to ensure the training provided meets prescribed quality standards and to use its best endeavours to ensure full continuity of training, if the Employer is unable to provide the breadth and scope of training to achieve the objectives of the Apprentice’s Training and Assessment/Individual Learning Plan.

8 Under the terms of the Training Agreement referred to in the previous paragraph, Apprentices shall complete a Training and Assessment/Individual Learning Plan, setting out the key stages and training milestones to be achieved, throughout the Apprenticeship. The Plan sets out how the training will be structured and delivered, and shall be completed so that it reflects:

(a) an initial assessment of relevant prior knowledge, existing skills and valid previous work experience of the individual; and

(b) establish whether these knowledge, skills and experience can be credited to count towards one of the NVQ Diplomas or SVQ’s concerned.

Progression Structure

9 The qualifications that are required to be attained by Apprentices employed under the terms of this National Agreement are based on National Occupational Standards developed by SummitSkills for occupations in Heating and Ventilating and Domestic Heating.

Each occupation follows specific pathways as follows:

<table>
<thead>
<tr>
<th>Region</th>
<th>Pathway Milestones*</th>
</tr>
</thead>
<tbody>
<tr>
<td>England</td>
<td>NVQ Diploma Level 2 (Intermediate Apprenticeship)</td>
</tr>
<tr>
<td></td>
<td>NVQ Diploma Level 3 (Advanced Apprenticeship)</td>
</tr>
<tr>
<td>Wales</td>
<td>NVQ Diploma Level 2 (Foundation Apprenticeship)</td>
</tr>
<tr>
<td></td>
<td>NVQ Diploma Level 3 (Apprenticeship)</td>
</tr>
<tr>
<td>Scotland</td>
<td>SVQ Level 3 (Modern Apprenticeship)</td>
</tr>
<tr>
<td>Northern Ireland</td>
<td>NVQ Diploma Level 2 (Apprenticeships NI)</td>
</tr>
<tr>
<td></td>
<td>NVQ Diploma Level 3 (Apprenticeships NI)</td>
</tr>
</tbody>
</table>

*These are the terms used in the relevant apprenticeship frameworks.
Appendix G

Full details of each pathway can be obtained from the SummitSkills website at www.summitskills.org.uk

To successfully complete an Apprenticeship, it is a requirement of Government that an Apprentice must attain the awards for Functional Skills (England)/Essential Skills (Wales)/Core Skills (Scotland)/Essential and Key Skills (Northern Ireland)* stipulated within the relevant industry apprenticeship framework in English, Mathematics, and Information and Communication Technology (ICT).

Apprentices covered by this Agreement shall be designated in accordance with the following definitions:

Grading Milestones

(a) **Junior**

A Junior Apprentice will be required satisfactorily to complete the prescribed off-the-job training programme (incorporating relevant work experience), in order to progress to Intermediate Apprentice level, on the basis of, and subject to, the conditions set out in the relevant Training and Assessment/Individual Learning Plan, and this will be required to be confirmed by issue of an appropriate certificate or notification by the relevant college or training provider.

(b) **Intermediate**

i An Intermediate Apprentice will have fulfilled the conditions necessary to progress from Junior to Intermediate Apprentice and will be undertaking a training programme and pursuing a programme of planned work experience aimed at achieving the appropriate Level 2 qualification in the table above in a relevant subject.

ii If an Intermediate Apprentice has been specifically appointed to be trained up to NVQ Diploma Level 2 only (because it is intended that the Apprentice should subsequently be appointed as an Installer within the grade structure of this Agreement on completion of the

*These are the terms used in the relevant apprenticeship frameworks.*
Appendix G

relevant training programme), the Apprentice will be regarded as having fulfilled the Training and Assessment/Individual Learning Plan on completion of:

- NVQ Diploma Level 2 in a relevant subject; and
- specified Functional Skills (England), Essential Skills (Wales), or Essential and Key Skills (Northern Ireland);

iii However, the approach described in sub-sub-paragraph ii above is not available in Scotland because of the funding methodology employed in that part of the UK.

(c) Senior

A Senior Apprentice will have fulfilled the conditions necessary to progress from Intermediate to Senior Apprentice and will be undertaking a training programme and pursuing a programme of planned work experience aimed at achieving:

- the appropriate Level 3 qualification in the table above in a relevant subject and;
- specified Functional Skills (England), Essential Skills (Wales), Core Skills (Scotland) or Essential and Key Skills (Northern Ireland).

10 Progression through the Apprenticeship shall be from Junior to Intermediate, and then Intermediate to Senior Apprentice. Progression shall not be time-served, but based on the achievement of the Milestones referred to in paragraph 9 above and elsewhere within this Agreement. However, for all practical purposes, the established industry norm of four years is required for re-grading as a Craftsman (see paragraph 24 of this Appendix).
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Pay and Other Conditions of Modern Apprentices

11 The hourly rates of pay, allowances and holiday credits, payable to Apprentices starting their Apprenticeship aged either 16 or 17, shall be agreed from time to time between the Association and Union. Current hourly rates of wages are enumerated in an Appendix to the National Agreement.

12 Apprentices shall proceed to the hourly rate for the next Apprentice grade in the Apprentice pay structure with effect from the date of achieving the relevant Milestone as recorded in the Training and Assessment/Individual Training Plan.

13 Rates of pay for Apprentices who start their Apprenticeship later than age 16 or 17, shall be agreed between the Employer and the Apprentice concerned, taking account of relevant prior knowledge, skills and experience as appropriate. However:

(a) increases in pay rates should reflect the Junior/Intermediate/Senior grade structure, as well as being based on the achievement of Milestones a, b and c (in accordance with paragraph 9 above).

(b) no Apprentice should be paid more than the hourly rate currently applicable to the Installer grade, under the National Agreement.

Other Conditions of Employment

14 Apprentices will not normally be expected to undertake shift or nightwork, or to work hours in excess of the normal week except by agreement, although emergency working may occasionally be required. However, it is reasonable for Apprentices undertaking on-the-job training (in accordance with paragraph 6c above) to work the hours of the team of other Operatives responsible for their training, with whom they are for the time being working, subject to the normal overtime provisions (but see Clause 1 i).

15 The Employer will reimburse to the Apprentice reasonable travel and lodging costs incurred, where necessary, to attend college/training and assessment centre. Reasonable travel costs are considered to be the cheapest form of public transport, where available.
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Holiday Entitlement and Holiday Payments
16 Apprentices are entitled to the same number of days annual and recognised holidays as provided for in the National Agreement.

17 For Apprentices whose Employers do not participate in WELPLAN, holiday pay shall be as follows:

\[
\text{current value of the weekly holiday credit for the grade concerned} \times \frac{52}{31}.
\]

18 Apprentices whose Employer purchases holiday credits for them under the WELPLAN scheme will be entitled to holiday pay, calculated in accordance with Clause 21 (Annual Holiday – Payments) to this National Agreement.

19 Any Apprentice, whose Employer purchases holiday credits for them under WELPLAN, and who has insufficient holiday credits in his/her account to cover the pay for ten days’ Winter Holiday, because he/she entered the industry too late to accrue full entitlement, shall receive a payment pro rata to the weeks he/she did receive holiday credits under WELPLAN after 1 October of that year. The Employer shall be responsible for paying the difference between this sum and the value of holiday credits that would otherwise have been accrued in the appropriate period leading up to the Winter Holiday.

Duration of Contract of Employment
20 Apprentices shall be employed on a contract of service, which is not time-served.

21 Subject to paragraph 3 above, the employment may be terminated by the Employer subject to appropriate notice on grounds of redundancy or on conduct or capability grounds at any time notwithstanding that the Apprentice may not have completed his apprenticeship programme.

Employment Conditions if NVQ Diploma/SVQ Level 2/3 is not successfully completed
22 The Training Agreement may be terminated independently of the employment contract. If the Training Agreement is terminated before attaining Milestone c in paragraph 9, but the employment contract continues, e.g. because the Apprentice fails to meet the required standards – the Apprentice will be employed in a non-skilled capacity.
and will be re-graded appropriately, within the graded pay structure of the National Agreement.

**Employment Conditions on Successful Completion of NVQ Diploma/SVQ Level 2**

23 An Apprentice employed on a permanent contract of employment whose Training Agreement is terminated on successful completion of NVQ Diploma/SVQ Level 2 will – after consultation with his Training Adviser and with the agreement of his employer – be able to exercise the option to be re-graded, as set out below, and paid accordingly. Employers may have agreed in advance through the contract of employment with their Trainees that, at this point in their development, they shall be re-graded as follows:

(a) Senior Apprentice (provided the Apprentice continues with his/her training programme and programme of planned work experience); or

(b) Installer depending on age, proficiency, an assessment of the likelihood of further progression to these more senior grades of the National Agreement and the employer’s requirements. Subject to these conditions, an Installer may also become eligible for re-grading to the higher grades within the graded pay structure of Clause 6 of this National Agreement, subject to meeting the relevant conditions set out in Clause 6.

**Employment Conditions on Successful Completion of NVQ Diploma/SVQ Level 3**

24 An Apprentice employed on a permanent contract of employment whose Training Agreement is terminated on successful completion of all the relevant criteria in paragraph 9c above shall be paid and graded as follows:

(a) if the Training Agreement is terminated on these grounds within four years of the date of commencement of the Apprenticeship – the Modern Apprentice will be re-graded as an Installer within the terms of the National Agreement and paid accordingly until four years have elapsed from the commencement of the Apprenticeship, when the Apprentice
Appendix G

will be eligible for re-grading as a Craftsman, under the National Agreement.

(b) if the Training Agreement is terminated on these grounds four years or more after the date of commencement of the Apprenticeship – the Apprentice will be eligible for re-grading as a Craftsman, under the National Agreement.
Model Training Agreement

This agreement is made between the parties named below:

Name of Apprentice: .................................................................

Name of Employer: .................................................................

Training Provider: .................................................................

Course Title: .................................................................

Date of Agreement: .................................................................

Responsibilities of the Apprentice:

(a) To comply with the terms and conditions of the apprenticeship and any relevant terms and conditions of employment as notified.

(b) To work to the best of their ability and in accordance with the Employer’s policies and procedures to work towards completion of the Framework.

(c) In both working and training, to be diligent and punctual, undertake assessments and specific, measurable, achievable, realistic and time bound (“SMART”) progress reviews and keep all necessary records in order to achieve the objectives of the Individual Learning Plan*.

(d) At all times to behave in a safe and responsible manner and in accordance with the requirements of health and safety legislation relating to the individual’s responsibilities and to promote and act in the Employer’s best interests.

Responsibilities of the Employer

(a) To agree jointly with the Training Provider and the Apprentice an Individual Learning Plan based on the nationally agreed content for the industry as specified in the national approved framework*.

(b) To provide the learning and opportunities, support, experience, facilities and training necessary within an agreed timescale, to achieve the objectives in the Individual Learning Plan.

*Footnote: see paragraph 2(a) on page 131
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(c) To provide records of all interim achievements by the Apprentice and to provide the Managing Agent/Training Provider with attendance records.

(d) To fulfil all contractual and statutory responsibilities, in particular to take responsibility for equal opportunities practices and for the health, safety and welfare of the Apprentice whilst working and training.

(e) To participate in regular SMART progress reviews – to listen to feedback, both positive and negative, to enable a constructive and ongoing process of review and evaluation.

(f) To encourage continued employment and progression on the completion of the Individual Learning Plan.

Responsibilities of the Managing Agent/Training Provider

(a) To ensure that the content of the Individual Learning Plan fulfils the national and industry criteria.

(b) To ensure all activities as described in the plan take place in the appropriate timescales, environment and circumstances, and that these focus on the needs of the learner.

(c) To ensure that the training meets the nationally required standards of quality assurance, including health and safety, equal opportunities and contractual requirements required by the Awarding Organisations.

(d) To use all reasonable endeavours, if the employer is unable to complete the Individual Learning Plan, to ensure that the Apprentice is offered the opportunity to transfer to another employer with a similar Learning Plan.

(e) To participate in regular SMART progress reviews – to listen to feedback, both positive and negative, to enable constructive and ongoing process of review and evaluation.

(f) To provide and maintain records where appropriate.

(g) To ensure learners are promptly presented with their Apprenticeship completion certificates and any other appropriate certification.
## Appendix G - Annex 1

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Appendix H

Major Projects Agreement

1 Introduction

1.1 In recognition of the increasing convergence between the Mechanical and Electrical (M&E) disciplines on Major Projects, the Parties have agreed to introduce a single Major Projects Agreement (MPA) for such projects. The MPA complements the current collective agreements for each discipline.

1.2 The Parties continue to support the current agreements but recognise that Major Projects have particular requirements which are addressed by the introduction of this Major Projects Agreement. The provisions of the MPA shall apply on any matter not covered by the appropriate collective agreement of which this MPA is an Appendix. On matters where both agreements contain provisions then the provisions in the MPA shall take precedence.

1.3 This Agreement will apply to those projects which are Designated by the Major Projects Agreement. Designated Projects will normally be very large projects which include a significant Mechanical and/or Electrical element.

1.4 This Agreement is intended to lead to the achievement of the following Key Objectives:

- Improvements in the performance and productivity of the Mechanical and Electrical disciplines;
- A radical and progressive overhaul of industrial relations on Major Projects.

1.5 The Agreement recognises the significant changes which have taken place in the construction process, particularly in the procurement, design, manufacture and installation of M&E systems. The Agreement is intended to lead to beneficial change for all stakeholders and to a new industrial relations culture on Major Projects.
2 Objectives of the Agreement

2.1 In addition to the Key Objectives set out in Section 1*, the Parties are also committed to the following objectives:

- The completion of each project to time and within budget;
- The principles and practical application of Integrated Team Working, Quality and Competence;
- The use of appropriate joint work planning activities, in the interests of effective and efficient working;
- Terms and conditions of employment which reflect and reward the achievement of high productivity by employees;
- Harmonious industrial relations across each project, supported by effective consultation and two way communication and programmes to support the motivation and involvement of each employee;
- The training and development of each employee in accordance with the needs of the project. Such training may include:
  - Safety
  - Induction
  - Teamworking
  - Productivity
  - Apprentice training
  - Adult training to agreed standards

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3 Parties to the Agreement

- Amicus (AEEU Section) \ now Unite the Union
- Amicus (MSF Section) \ now Unite the Union
- The Association of Plumbing and Heating Contractors
- The Electrical Contractors’ Association
- The Heating and Ventilating Contractors’ Association (now the Building & Engineering Services Association)
- SELECT

Note: Hereafter all references to the Union are to Unite the Union.

4 Scope of the Agreement

4.1 The scope of the Agreement comprises the Mechanical and Electrical activities on Designated Projects within the Building Services Engineering Industry, including Industrial, Commercial, Infrastructure, Transport and other appropriate projects within England, Scotland, Northern Ireland, Wales, the Channel Islands and the Isle of Man.

4.2 Work which is within scope on Designated Projects includes:

- All forms of electrical, electronic, instrumentation and environmental installations, equipment, appliances and ancillary plant activities;
- All forms of heating, ventilating, air conditioning, piping and mechanical engineering, including installation of gas pipework, all forms of boilers (including oil-fired boilers), sprinkler and fire protection installations, heated ceilings and ductwork erection
- All plumbing and associated activities.

4.3 Work which is excluded from the scope of the Agreement includes:

- All projects which are not Designated
- Activities which are within scope of other Agreements, eg The National Agreement for the Engineering Construction Industry
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• Activities which are undertaken by the Client or his contractors under alternative arrangements

• All specialist suppliers whose core terms and conditions are no less favourable than those provided by the core terms and conditions of this Agreement

• All repair, maintenance and facilities management activities.

4.4 Supplementary Project Agreements may provide further details of specific exclusions on a project.

5 Major Projects Agreement Forum

The Parties will nominate representatives to a Major Projects Agreement Forum. The Forum will comprise representatives from Unite the Union and the Associations. The Objectives, Constitution, and Terms of Reference of the Forum are set out in Annex 1 to Appendix H.

6 Designation of Projects

6.1 The Major Projects Agreement Forum will be responsible for the Designation of Major Projects.

6.2 The factors to be taken into account by the Forum in deciding whether a project should be Designated shall include:

• The views of the Client

• The nature, technical complexity, size, anticipated manpower, contractor interfaces and value of the project

• The planned duration of the site-based construction and installation aspects of the project

• The need to ensure industrial relations stability

• The significance of any industrial relations issues likely to arise on the project in relation to other projects, or to the Industry generally
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- The location of the project and its anticipated effect on other projects and on the labour market in the vicinity

6.3 The involvement and engagement of the Client is seen as crucial to the Designation process and will be positively sought.

6.4 Projects will not be Designated retrospectively after contracts have been let.

6.5 Further information on the Designation process is set out in Annex 1 to this Appendix.

6.6 As work on a Designated Project nears completion, the Parties to the Supplementary Project Agreement will review the need to terminate the Project Agreement and formally remove Designated status. The Parties will consult the Client before seeking the approval of the Mechanical and Electrical Forum. Three months’ notice of termination will normally be given.

7 Supplementary Project Agreements

7.1 A Supplementary Project Agreement will be drawn up by the Contractors, appropriate Local Trade Union Full Time Officials and the Designated Representative for each Designated Project. The proposed Agreement will be subject to approval by the Major Projects Agreement Forum before its implementation.

7.2 Supplementary Project Agreements will take account of all the core elements of the Major Projects Agreement but will address the specific needs of individual projects.

7.3 Each Supplementary Project Agreement may describe, as appropriate, the particular requirements of the Project in the following respects:

- The nature and significance of the Project;

- The format of the project-specific arrangements for the control of industrial relations. Such arrangements will reflect the nature and needs of each project, including agreed provision for regular meetings between the Employers and the Trade Union;
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- Working hours, meal and tea breaks, clocking arrangements, overtime and shift working;
- The site facilities and lay-out, with the objective of maximising productive time by the use of effective logistics, planning and resourcing;
- Joint arrangements for the utilisation of employment resources;
- The application of the arrangements for Performance and Productivity set out in Section 9*;
- The agreed application of Integrated Team Working, as set out in Section 11*;
- Other arrangements for training, including apprentice training;
- Trade Union facilities and arrangements for consultation and communication with members;
- Arrangements for the effective induction of each new employee on the project, including the facility for a Trade Union presentation by the Designated Representative or Full Time Official;
- Arrangements for communicating to employees on progress and working jointly to maximise productivity;
- Health and Safety procedures, facilities and the arrangements for Safety Committees;
- The Project policy and procedures on Drugs and Alcohol;
- The application of joint work planning activities in the interests of effective and efficient working;

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- Arrangements for periodic leave and any lodging arrangements;
- Arrangements for payment of wages;
- Specific arrangements for holidays, including public holidays;
- Redundancy procedures;
- Equal Opportunities;
- The arrangements for compliance auditing;
- Security and search procedures on the project;
- Any other issues which are specific to the project and need to be addressed by the Supplementary Project Agreement, for example, any planning consent terms which may have an impact on the project, environmental considerations etc.

7.4 The Supplementary Project Agreement will be issued to all employees before they commence work on a project and will be incorporated into their contracts of employment.

8 Standard Rates of Pay

The standard rates of pay on Designated Projects will be those which are prescribed by the appropriate National Agreement – i.e. the BESA (H&V), JIB (excluding the optional mechanical trades agreement), JIB for PMES and SJIB Agreements.

9 Performance and Productivity

General Principles

9.1 A fundamental objective of the Major Projects Agreement is to improve performance and productivity on Major Projects within the Building Services Engineering Industry.
9.2 The Parties support the following principles on Designated Projects as key to the achievement of enhanced performance and productivity:

- The effective planning and organisation of work by the employer and employees, including the use of joint work planning;
- The optimisation of the layout, facilities and logistics of movement of employees on the project;
- The planning and achievement of continuity of work flow;
- The deployment of the appropriate number of employees with the appropriate mix of skills;
- The effective application of Integrated Team Working, as set out in Section 11*;
- The training and deployment of effective Supervisors and Team Leaders;
- The provision and use of appropriate plant, tools and equipment;
- The adoption and communication of appropriate standards of quality and safety;
- Performance will also be assessed against specific Key Performance Indicators, as follows:
  - The achievement of quality standards and the minimisation of re-working;
  - The achievement of the highest possible standards of health and safety and the elimination or minimisation of time lost due to accidents or work-related sickness absence;
  - Adherence to the Collective Disputes Procedure;

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- Maximising productive working time by the achievement of the highest standards of timekeeping and attendance;

- The maximum utilisation of time available for productive working by the use of effective logistics, planning and resourcings. 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;

- The effective application of tea and meal breaks consistent with optimising working time, including the timing and location of such breaks. The timing and logistics of the tea break will be managed and agreed between the parties locally;

- Other initiatives identified by the Parties from time to time.

**Major Project Performance Payment (MPPP)**

9.3 The Parties have devised the Major Project Performance Payment Scheme (MPPP) to provide an opportunity for enhanced performance and productivity by Employees to be rewarded by the Employer.

9.4 The Major Project 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.

9.5 Full details of the MPPP Scheme on each Project will be included within the Supplementary Project Agreement and information about the application of the scheme will form part of the Project Induction.

9.6 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
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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 MPPP.

9.7 National or London Major Project Performance Payments apply.

9.8 The Major Project Performance Payments – which are paid for each hour worked but do not attract premium time payments – are set out in Annex 2 to this Appendix.

Incentive Bonus Schemes

9.9 The Parties support the introduction of the Major Project Performance Payment Scheme as an innovative and key part of the Agreement. However, they recognise that Measured Incentive Bonus Schemes may also be used as an alternative to the MPPP, subject to the following conditions:

- That the Parties to the Supplementary Project Agreement may agree to the introduction of Incentive Bonus Schemes as an agreed alternative. The basic principles of such schemes should be included within the Supplementary Project Agreement. Where a scheme is already agreed between the Employer and the Trade Union, it should be sufficient to cross-reference to the terms of the scheme;

- Schemes will use pre-determined norms, preferably work measured, or other measured targets to set productivity standards;

- Schemes will incorporate Normal Motivated Performance, as defined within the MPPP Scheme. Normal Motivated Performance will be rewarded at the same level as defined within the MPPP Scheme;

- Information about Incentive Bonus Schemes will form part of the Project Induction.
10  Hours of Work and Overtime

10.1  The standard working hours on Designated Projects shall be 38 hours a week.

10.2  The actual working hours will be determined by the needs of the project and will be included in the Supplementary Project Agreement and covered during the Induction process. Consideration will be given to the advantages of flexibility in the actual working hours and working patterns on specific projects.

10.3  Every effort will be made to ensure that overtime is managed and allocated effectively and reasonably.

10.4  The derogations from the Working Time Regulations 1998 within the BESA (H&V), JIB and SJIB Agreements will also apply on Designated Projects.

11  Integrated Team Working

11.1  The Agreement is intended to lead to improvements in the performance and productivity of the Mechanical and Electrical disciplines on Designated Projects. Integrated Team Working will be introduced on each Designated Project to support the achievement of this objective.

11.2  The principle of Integrated Team Working is the optimisation and utilisation of the skills of the M&E trades working together to improve performance and productivity. Each Designated Project will introduce Integrated Team Working in a way which suits the requirements of the Project and the results of local site experience will be assessed as the basis of introducing the concept more widely.

11.3  Integrated Team Working on each project will operate within the following guidelines:
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- Integrated Teams of M&E trades will be established. Such Teams will include a Team Leader and skilled craftsmen from the heating and ventilating, electrical and plumbing disciplines. Adult trainees and apprentices from each discipline may be deployed to work within the Team.

- The compilation of skills within the Integrated Teams will be agreed between the parties locally. There is nothing in this Major Projects Agreement which in any way amends the provisions of the S/JIB Agreements relating to the existing S/JIB grading structure and process.

- Each Team will be empowered to plan and execute work as effectively and efficiently as possible by using all the skills and competence within the Team, including operational flexibility within the competence level of each Team Member.

- Training will be provided as necessary to Team Members in Integrated Team Working. Such training may include the development of overlapping skills. The Team Leader and Team Members will be responsible for the identification of training needs and the employer will be responsible for addressing such needs.

- Where substantial training needs are identified, a Training Plan may be devised. Training Plans will include:
  - The definition of the training needs;
  - The identification of the training programme designed to address the training needs;
  - The source of funding required to deliver training;
  - The standards to which training will be delivered;
  - The method of evaluation which will be used to assess the effectiveness of the training activity.
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- As a project develops, there may be a need to adjust the composition of the Integrated Work Teams as workfaces change and the project’s needs develop.

- The Redundancy Procedures developed within each Supplementary Project Agreement should include a reference to the application of redundancy procedures and redundancy selection where individuals form part of an Integrated Work Team.

- The parties to each Supplementary Project Agreement (SPA) will be responsible for setting up and reviewing Integrated Team Working on the project. The Major Projects Agreement Forum will receive regular reports from the parties to the SPA on the progress of each development programme, any issues which have arisen and the steps which have been taken by the parties to resolve them.

12 Utilisation of Labour Resources

12.1 It is the intention of the Parties that this Agreement commits employers and bona-fide subcontractors to the employment of a directly employed workforce.

12.2 The interests of strategic Major Projects are best served by establishing stable industrial relations and a progressive and inclusive approach to the development of a workforce which must have directly employed status and prohibiting bogus individual self employment.

12.3 The ethos of direct employment is essential to the development of positive industrial relations and improved performance within the mechanical and electrical engineering sector.

12.4 If unavoidable circumstances occur and, despite the best endeavours of an employer, "top up labour" is required, then any such labour provided by an agency must also be of directly employed status and must not be of an individual self employed basis.

12.5 Any such arrangement must be agreed by the Parties locally and notified to the Forum and any subcontractor or agency must operate within the ethos and scope of the appropriate rules of the
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Substantive Agreement of which this Major Projects Agreement is an Appendix.

13 Health and Safety

13.1 The primary importance of Health and Safety is recognised within the Agreement. The Parties will work to achieve the highest standards of Health and Safety and to apply the principles of continuous improvement, with the objective of minimising and ultimately eliminating all accidents and causes of ill health at work.

13.2 Employers will give every encouragement to the appointment and accreditation of Trade Union Safety Representatives on Designated Projects and will facilitate their release for Unite training courses and other appropriate health and safety training activities and programmes.

13.3 The parties on each Designated Project will wish to review the Health and Safety Plan for Construction, which is required under the Construction (Design and Management) Regulations 2007.

13.4 The Parties are committed to compliance with all legal obligations on Designated Projects and to the development of specific processes and practices which are designed to enhance health and safety performance on such projects. The processes and practices which apply on each project will be set out within the Supplementary Project Agreement. Examples include:

- Effective Safety Induction Training;
- The appointment and effective use of accredited Safety Representatives, Safety Committees, and, where agreed, a Project Safety Committee;
- The use of effective safety awareness schemes;
- Recognition of established industry personnel registration schemes and health and safety assessment programmes;
- The day-to-day communication of health and safety information to employees, e.g. tool box talks;
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• The identification of any special health and safety issues on a project and the introduction of measures to address them.

14 Payment of Wages

Employees engaged on a Designated Project will normally be paid weekly by credit transfer. Employees of a specific contractor may be paid monthly or fortnightly or every four weeks by credit transfer if such a payment interval has been agreed and included in their contracts of employment.

15 Efficient use of Working Time

As set out in Section 7*, each Supplementary Project Agreement will define the arrangements which will be used to make efficient use of working time, including arrangements which may include the provision that employees will change before clocking on at the start of the working period and clocking off before changing at the end of the working period. All site facilities, including car parks, clocking stations, tea and meal facilities and toilets will be located to maximise productive time.

16 The Resolution of Collective Disputes

16.1 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.

16.2 If a collective dispute arises on a Designated Project, it will be handled in accordance with this procedure rather than in accordance with the procedure set out in the relevant industry collective agreement.

16.3 Unite the Union 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.

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16.4 Every effort will be made to resolve issues at the earliest possible stage of the Disputes Procedure.

Stage 1 – Domestic Stages

16.5 Any collective matter arising should be taken up by the employees concerned, or by their local representative, with the management representatives on site.

16.6 If the matter is not resolved, it may be referred to the Designated Representative for further discussion with the management representative on site, in conjunction with the employees concerned or their local representative.

16.7 If the matter remains unresolved, it may be referred to the Local Unite the Union Full Time Officer.

Stage 2 – Full Time Officer

16.8 Where a matter has been referred to the appropriate Full Time Officer, the Officer may raise the issue with Senior Company Management. Alternatively, a Full Time Trade Union Officer may raise pertinent matters direct with Senior Management.

16.9 A meeting will be arranged within two weeks to formally deal with the matter at FTO and Senior Management level. The matter in question will be set out in writing as soon as possible, and in any event before the meeting takes place.

Stage 3 – Stage 3 Meeting

16.10 If agreement cannot be reached at Stage 2, the matter will be referred to a Stage 3 meeting. The Stage 3 meeting will take place within two weeks of the receipt of the reference from Stage 2. The reference from Stage 2 will include a full set of minutes.

16.11 The Parties to the Supplementary Project Agreement (SPA) will agree the procedure for Stage 3 meetings on the project and these will be included within the SPA. This procedure may distinguish between single employer and multi-employer references.
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16.12 The Parties must ensure that every effort is made to achieve an agreement at Stage 3 following a reference from Stage 2. The assistance of the signatory Employer Associations will be available to the Employer(s) and the Trade Union’s resources will be available to the Trade Union. The Secretary will provide secretarial and administrative support to Stage 3 meetings.

Stage 4 – The Major Projects Agreement Forum

16.13 If agreement cannot be reached at Stage 3, the matter will be referred to the Major Projects Agreement Forum. The Forum may establish a Panel to consider the issue. The Forum (or its Panel) will consider the matter within two weeks of the receipt of the reference from Stage 3.

16.14 The Major Projects Agreement Forum has produced Procedural Rules for the conduct of Panel hearings, which are set out in Annex 4. The terms of Reference for each Panel hearing will be agreed by the Secretary with the parties and issued to Panel Members at least seven days prior to the Panel hearing.

16.15 The Parties accept that a decision reached by a Stage 4 Panel will be honoured by both parties. There is no right of further appeal.

17 Individual Grievances and Disciplinary Issues

17.1 Where an industry agreement provides a grievance procedure, such employees on a Designated Project will be covered by that procedure. Employees not covered by such an industry procedure will be covered by an appropriate company procedure.

17.2 Where an industry agreement provides a disciplinary procedure, such employees on a Designated Project will be covered by that procedure. Employees not covered by such an industry procedure will be covered by an appropriate company procedure.

18 Equal Opportunities

18.1 The Parties believe that the objectives of this Agreement are most likely to be achieved by employers who are committed to the principle of equal opportunities for all employees and job applicants.
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18.2 Further details of policies and procedures on Equal Opportunities may be included in Supplementary Project Agreements.

19 Trade Union Membership

19.1 All employers in scope of this agreement will make every effort to encourage the highest possible levels of Trade Union membership.

19.2 All employees will be given the opportunity to complete a Trade Union membership form at induction and there will be a facility for a Trade Union presentation during induction, which will include the benefits of joining and retaining Trade Union membership.

19.3 A check-off facility will be made available for employees in a signatory section of Unite the Union on Designated Projects.

19.4 The local Full Time Trade Union Officer will be informed of the manpower levels on a regular basis.

20 Designated Representatives

20.1 A Designated Representative or Representatives will be appointed on each Designated Project.

20.2 The Parties will establish an in depth training programme for Designated Representatives. The programme will be developed and administered by the Trade Union and will be fully supported by the Employers. A panel of “Potential Designated Representatives” will be established and placed on the training programme and time off with appropriate pay will be granted by the Employers.

20.3 The Trade Union Co-ordinator of this Agreement will submit the CV and background description of the individual(s) representing the Union to the appropriate employer as the Project Designated Representative.

20.4 Subject to agreement being reached between Unite the Union and the Employers the Designated Representative(s) will be placed by the employer appropriately to the project.
Appendix H

20.5 The Designated Representative, in addition to his responsibilities to his employer, will report to the local Unite the Union Full Time Officer and will:

- Be an employee on the Project working to the terms of the Major Projects Agreement;
- Have been employed for at least 5 years in the Building Services Engineering Industry;
- Have substantial experience as an accredited Trade Union representative;
- Hold an appropriate recognised Industry personnel registration scheme card;
- Strictly support the application of the procedures on the Project by each Trade Union Representative;
- Uphold the Procedure for the Resolution of Collective Disputes and endeavour to resolve any collective matter arising.

20.6 The Designated Representative(s) will be allowed appropriate time away from normal craft duties to carry out the role of the Designated Representative, which shall be in co-operation with Management to:

- Develop a harmonious and safe working environment on the project;
- Develop on the project, as appropriate and in co-operation with management, an environment of social partnership;
- Promote the understanding and ethos of the Agreement and compliance with its procedures and the upholding of and adherence to the Agreement by all parties;
- Ensure the maximum take-up and compliance with Trade Union membership;
Appendix H

- Co-ordinate the activities of all shop steward activity on the project in consultation with Management;
- Ensure effective liaison with the local and appropriate Unite the Union Full Time Official(s);
- Promote industrial relations harmony and the avoidance of recourse to unofficial actions;
- Work to promote accurate and effective communications between the parties on all appropriate issues;
- Develop the Trade Union role with all employees in site inductions.

20.7 The Employers shall provide Designated Representatives and shop stewards with the necessary facilities, working environment, communications and protection for them to carry out their Union duties and activities within an ethos of "Respect for People".

20.8 Designated Representatives will have the rights of an accredited Trade Union representative but will remain an employee of their contractor and will continue to work as an employee. Agreed arrangements will be established on site to ensure that the Designated Representative is able to discharge his/her duties in this capacity whilst avoiding undue disruption of his/her duties as an employee.

20.9 Designated Representatives, whilst employed by a contractor on site, are under the control and authority of the Union in respect of their Trade Union duties and activities and must act in accordance with instructions given. Any Designated Representative not upholding the principles of this Agreement or acting in a manner which fails to uphold effective and reasonable industrial relations will be reported to the Union and, if complaints are proven correct, may have his/her appointment terminated.
21 Other Trade Union Representatives

21.1 A structure of trade Union training will be introduced to give Trade Union representatives (shop stewards) new rights and responsibilities. Trade Union representatives will:

- Have been employed for at least two years in the Building Services Engineering Industry;
- Be a craft employee of a contractor on the Project working to the terms of the Major Projects Agreement and have been employed for at least four weeks by the contractor on the Designated Project;
- Hold an appropriate recognised Industry personnel registration scheme card;
- Only represent the employees of his/her employer;
- Strictly adhere to the procedures on a Designated Project;
- Maintain an effective flow of communication between the workforce, management and the Designated Representative or in the absence of a Designated Representative, to the local Unite the Union Full Time Officer;
- Positively enter into the agreed channels of dialogue and productivity aims and targets on the project and assist in facilitating the most positive response possible;
- Give all necessary co-operation and information to both the Major Projects Agreement Forum and the Designated Representative (where appointed) or in the absence of the Designated Representative, to the local Full Time Officer to ensure project stability and productive performance aims and targets are met.

21.2 Only Trade Union representatives who have completed the recognised Training Courses to the Union’s satisfaction will be credentialed under the agreement. The Union will notify the name of each accredited Trade Union representative to the employer’s representative on the project, in writing.
Appendix H

21.3 If a Trade Union representative is elected and has not completed a course every endeavour will be made to place the representative on the next available course.

21.4 The Employers will in return:

- Make sure each Designated project has a Trade Union representative (where available) on it;
- Provide all reasonable office facilities and administrative support to the representative in accordance with good practice codes;
- Agree full earnings protection for the project activity of the representative;
- Provide appropriate meeting facilities;
- Ensure effective channels of communication and information between management and the representative and workforce;
- Recognise the importance of the promotion of the partnership concept and promote Joint Supervisor and Trade Union representative training courses.

21.5 The APHC, BESA, ECA, SELECT and Unite the Union Education Department will facilitate the courses.

22 Full Time Officials

22.1 A Full Time Official of the Union, subject to presenting himself to a nominated Senior Manager on a project, will be given access to the site and the workforce to both carry out his duties and ensure compliance with the Agreement.

22.2 The Official will make an appointment/or arrangement where appropriate, prior to visiting the site.

22.3 The local Full Time Official will be provided with all necessary information required regarding the project to ensure compliance with the Major Projects Agreement and the Supplementary Project Agreement and to promote harmonious industrial relations.
Appendix H

23  Pensions

23.1  The parties support the principle of pension scheme membership for employees on Designated Projects and across the Building Services Engineering Industry as a whole.

23.2  Appropriate pension schemes will be supported by the Parties and promoted on Designated Projects.

24  Introduction, Duration and Review of the Agreement

24.1  The Major Projects Agreement came into effect on 6 February 2003.

24.2  The Agreement shall not apply to work on contracts for which the Employer has tendered before the effective date of this Agreement, except where agreed by the Employer and the Parties hereto, and on the instruction of the Client.

24.3  The operation of this Agreement will be subject to a joint review by the Parties two years after its coming into effect and at other intervals as may be agreed by the Parties.

24.4  If either Party wishes to terminate the Agreement, or any signatory body wishes to withdraw from the Agreement, 12 months’ notice must be given.

25  Signatory Parties

For the Trade Union

Signed by:
P.H. CORBY
Amicus (AEEU Section)

Signed by:
J.C. SIMMS
Amicus (MSF Section)
Appendix H

For the Employers’ Associations

Signed by:
D. DENNISON, President          D. POLLOCK, Director
Electrical Contractors’ Association

Signed by:
R. STIRLAND, President          R.J. HIGGS, Director
Heating and Ventilating Contractors’ Association (now the Building &
Engineering Services Association)

Signed by:
A. JAY, President          M.D. GOODWIN,
SELECT                     Managing Director

Signed by:
S.G. NICHOLS, National Treasurer          H. JOLLY, Chief Negotiator
Association of Heating and Plumbing Contractors
Appendix H - Annex 1

The Objectives, Constitution and Terms of Reference of the Major Projects Agreement Forum

Establishment

The Parties to the Major Projects Agreement (the Agreement) have agreed to establish the Major Projects Agreement Forum (the Forum). The Forum was established on 3 July 2003.

Objectives

The principal objectives of the Forum are:

• To Designate Projects under the terms of the Agreement;
• To regulate, apply and interpret the provisions of the Agreement;
• To approve Supplementary Project Agreements through which the requirements of the MPA are delivered and acted upon;
• To provide appropriate support to the Parties to Supplementary Project Agreements;
• To provide the final Industry stage of the Collective Disputes Procedure;
• To negotiate changes and amendments to the Agreement;
• To promote the Agreement, particularly to current and future Clients;
• To develop the Agreement to meet the changing needs of the Building Services Engineering Industry on Major Projects.
Appendix H - Annex 1

Constitution of the Major Projects Agreement Forum

Membership

The Forum comprises representatives of the Parties. The Employer Associations constitute the Employers’ side of the Forum and the Trade Union constitutes the Trade Union side of the Forum. An independent Chairman will be appointed by agreement of the two sides of the Forum. Each of the signatory Employer Associations is entitled to nominate members and the Trade Union is entitled to nominate members up to the total number of Employer side members. An Employer Association which is subject to a treaty arrangement within the Agreement is entitled to send a representative to attend meetings of the Forum in an observer capacity.

Designation of Projects

It is critical that projects are Designated before Mechanical and Electrical contracts are awarded, so that the commercial aspects of Designation may be taken into account by tendering contractors. The Forum will seek to identify potential Designated projects from an early stage to ensure that prospective contractors can anticipate the possibility of the award of Designated status to such projects.

The Forum will monitor the development of such projects and will consider at an appropriate stage a decision on Designation. The Forum will communicate decisions on Designation in time to allow tendering contractors to take account of such decisions when tendering.

Auditing of Projects

The Forum will arrange for appropriate compliance auditing arrangements to be set up on each Designated project. Such auditing may vary in accordance with the needs of the project and any requirements of the Client and will be defined within the Supplementary Project Agreement. Audit reports must be impartial and provide an independent assessment in a format to be agreed by the Parties. Reports will be provided to the parties to the project-specific arrangements for the control of industrial relations and to the Major Projects Agreement Forum.
Appendix H - Annex 1

Administration

The Trade Union Side and the Employers’ Side will each appoint a Co-ordinator. The Co-ordinators will be the primary point of contact for their sides and will act as the spokesmen of the Parties.

The Forum will appoint a Secretary, who will be responsible for discharging the administrative needs of the Forum, including the agreement of meeting dates and venues, the preparation and distribution of the agendas and minutes of meetings and associated activities.

Decisions of the Forum

The Forum will make decisions by agreement between the two sides, using the principle of consensus. The Chairman will encourage the two sides to reach agreement by consensus.

Meetings of the Forum

The Forum will meet at least four times each year. Special meetings may be called at the Chairman’s discretion by request of either or both sides. Since the Forum will make decisions by agreement of the Parties, there is no requirement for a quorum but the Chairman is obliged to ensure that each side is adequately represented.
## Major Project Performance Payment

<table>
<thead>
<tr>
<th>Grade</th>
<th>National Payment</th>
<th>London Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foremen, Senior Craftsmen, Craftsmen and Installers</td>
<td>£2.20</td>
<td>£3.57</td>
</tr>
<tr>
<td>Adult Trainee</td>
<td>£1.76</td>
<td>£2.86</td>
</tr>
<tr>
<td>Mate (over 18)</td>
<td>£1.76</td>
<td>£2.86</td>
</tr>
<tr>
<td>Senior Modern Apprentice</td>
<td>£1.76</td>
<td>£2.86</td>
</tr>
<tr>
<td>Mate (17-18)</td>
<td>£1.32</td>
<td>£2.14</td>
</tr>
<tr>
<td>Intermediate Modern Apprentice</td>
<td>£1.21</td>
<td>£1.96</td>
</tr>
<tr>
<td>Mate (under 17)</td>
<td>£0.88</td>
<td>£1.43</td>
</tr>
<tr>
<td>Junior Modern Apprentice</td>
<td>£0.88</td>
<td></td>
</tr>
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</table>

The National Payment applies to Designated Projects outside the M25 orbital motorway.

The London Payment applies to Designated Projects within the M25 orbital motorway.
The Association of Plumbing and Heating Contractors

The Association of Plumbing and Heating Contractors (APHC) became a signatory party to the Major Projects M&E Agreement (MPA) on 9 June 2003.

APHC members will apply the terms of the MPA on Designated Projects, subject to the following conditions:

**Pensions – Clause 23.2**

Appropriate pension schemes will be supported by the parties and promoted on Designated Projects. It is recognised that participation in the Plumbing & Mechanical Services (UK) Ltd Industry Pension Scheme is a requirement of the National Working Rules for the Plumbing Industry and that the Scheme will be operated by members of the Joint Industry Board for Plumbing Mechanical Engineering Services (JIB for PMES) on Designated Projects.

**Pay and Sick Pay**

It is recognised that members of the JIB for PMES will operate the Plumbing Industry Holiday Pay and Sick Pay Scheme on Designated Projects.

As a signatory party, APHC will take up membership of the Major Projects Agreement Forum.

**Signed on behalf of the Association of Plumbing and Heating Contractors**

S.G. NICHOLS, National Treasurer

H. JOLLY, Chief Negotiator
Signed on behalf of the Joint Industry Board for Plumbing Mechanical Engineering Services in England and Wales

P.A.E. LIPPETT, Director and Secretary

Signed on behalf of Amicus

G. WHITLOW, National Officer
Membership and Terms of Reference for Stage 4 Panel Hearings

Preamble

The Parties are committed to ensuring that any issues are resolved quickly and effectively, without the need to invoke the formal Disputes Procedure.

Where an issue cannot be resolved informally and is referred to the Disputes Procedure, the Parties are committed to ensuring that the issue is resolved at the earliest possible stage of the Procedure.

Distinguishing between Grievances and Collective Disputes

The Major Projects Agreement (MPA) distinguishes between collective disputes and individual grievances. Section 16 of the Agreement sets out the procedure to be used where a collective dispute arises and Section 17 sets out the procedure to be used in the event of an individual grievance.

It is essential to the effective working of these procedures to define issues accurately so that they are handled within the appropriate procedure.

Where an issue affects an individual personally, it is normally a grievance and should be handled within the terms set out in Section 17 – Individual Grievances and Disciplinary Issues.

Where an issue affects a group of employees, it is normally a collective dispute and should be handled within the terms set out in Section 16 – The Resolution of Collective Disputes.

In the case of issues affecting a group of employees it is recognised that such issues may affect a single employer or a number of employers.

If the Parties are unable to agree whether to use the Grievance Procedure or the Disputes Procedure, or wish to seek guidance on the operation of the procedures, the Secretary to the MPA Forum will provide guidance. The Secretary will consult the Joint Co-ordinators as necessary.
THE PROCEDURE FOR STAGE 4 PANEL HEARINGS

The Joint Co-ordinators may use their good offices to seek to resolve an issue without the need to arrange a formal hearing.

Arrangement of Panel Hearings

The Secretary to the Forum will be responsible for arranging Panel hearings, including the identification of available members, arrangement of a suitable location etc.

Membership of Panels

The Trade Union and Employers’ Co-ordinators are responsible for providing nominations for Panel membership to the Secretary to the Forum, who will maintain an up-to-date list of such members.

Timing of Panel Hearings

Panel hearings must take place within two weeks of the receipt of a reference following a Stage 3 meeting, as set out in the MPA. The Secretary to the Forum will be responsible for compliance with this requirement, with the assistance and co-operation of the Parties. The reference from Stage 3 will include a full set of minutes.

Venue for Panel Hearings

Panel hearings will take place at a suitable off-site location.

Membership of Panel Hearings

Panel hearings will comprise at least two members from each side of the list of Trade Union Representatives and Employer Representatives. The number of Trade Union and Employer Representatives must be equal. The Secretary to the MPA Forum will provide secretarial and administrative support to hearings.
Appendix H - Annex 4

Representation at Hearings

The number of representatives attending a hearing should be kept to the minimum necessary to adequately present their case and must be advised in advance to the Secretary.

The appropriate Full Time Officer will be responsible for presenting the Trade Union case. An appropriate Senior Management representative will be responsible for presenting the Employer’s case.

Minutes and other supporting evidence from Stage 3 Meeting

The Parties must agree and provide the Secretary with a full set of minutes following a failure to agree at a Stage 3 meeting, together with any other supporting evidence.

Terms of Reference for Stage 4 Panel Hearings

The Secretary will agree the Terms of Reference for Panel Hearings with the Parties. The Secretary will issue the Terms of Reference to the Stage 4 Panel Members at least seven days prior to the Panel hearing.

Submission of Documents

The Parties must ensure that all documentation is received by the Secretary not less than seven days prior to the hearing. Any documents received after this deadline will not be considered by the Panel unless the Panel members agree that there are acceptable reasons for the late submission.

Chairing of Hearings

The Panel members will elect a Chairman prior to the start of the hearing. The Chairman will have a vote but not a casting vote.

Procedure

The Chairman will be responsible for conducting the hearing. The Chairman will outline the procedure to the Parties prior to the start of the hearing.
Appendix H - Annex 4

During each hearing, the following procedure should be adopted:

- confirmation of the Terms of Reference for the hearing;
- presentation by the Party making the reference;
- questions of clarification by Panel Members and by the other Party;
- presentation by the other Party;
- questions of clarification by Panel Members and by the party making the reference;
- questions and comments by both Parties and Panel Members; the Party making the reference will have the opportunity to present a summary. No new evidence may be provided at this point;
- the other Party will have the opportunity to present a summary. No new evidence may be provided at this point;
- the Parties will then withdraw to allow the Panel to consider its decision.

Decisions of the Panel

The Chairman will encourage the Panel members to achieve a decision using the principle of consensus. If he concludes that a consensus decision cannot be reached, he must seek a decision by majority vote. The decision of the Panel is the final stage of the Disputes Procedure.

The Panel will normally seek to reach its decision on the day of the hearing and will announce its decision to the Parties. The reasons for the Panel’s decision will be provided in writing after the hearing.

Promulgation of Panel Decisions

The Chairman will be responsible, with the assistance of the Secretary to the MPA Forum, for the preparation of a written statement setting out the decision of the Panel. The Secretary will be responsible for the promulgation of the decision to the Parties and for ensuring that the Joint Co-ordinators and Forum Members as a whole are aware of Panel decisions.

The written statement will address the following matters:

- the decision of the Panel in relation to the Terms of Reference;
- the reason(s) for the decision of the Panel.
## Principal Alterations Incorporated in this Edition of the National Agreement

<table>
<thead>
<tr>
<th>Clause Reference/Note for Guidance (NFG)</th>
<th>Source of Change</th>
<th>Summary of Change</th>
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<tr>
<td>Page iii</td>
<td>Editorial Updating</td>
<td>Revised date of last amendment</td>
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<tr>
<td>Foreword</td>
<td>Editorial updating</td>
<td>Deduction of union contributions – updated cross-reference to Appendix A</td>
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<td>1c</td>
<td>Editorial updating</td>
<td>Change of cross-reference, from 16a iv to 16a iii</td>
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<td>3</td>
<td>JCC Letter 111</td>
<td>Reduction in the length of the normal working week from October 2014</td>
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<tr>
<td>4</td>
<td>JCC Letter 111</td>
<td>Changes to the provisions relating to tea/refreshment breaks from October 2014</td>
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<td>5</td>
<td>JCC Letter 111</td>
<td>Reflects the reduction in the length of the normal working week from October 2014</td>
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<tr>
<td>8</td>
<td>JCC Letter 108 and editorial updating</td>
<td>Inclusion of a new responsibility allowance for the inspection, testing and purging of industrial and commercial scale gas systems</td>
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<tr>
<td>14</td>
<td>Editorial updating</td>
<td>Replaces references to 'Employment Service Office' and 'Job Centre' with 'Job Centre Plus Office'</td>
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<td>16</td>
<td>JCC Letter 108 and editorial updating</td>
<td>Inclusion of a new entitlement to a weekend return fare for operatives who lodge, when travelling home at the middle weekend of the fortnightly cycle envisaged under this Clause</td>
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<td>18-20-21</td>
<td>JCC Letter 109 and editorial updating</td>
<td>Revised text following a comprehensive review of these Clauses, to reflect current Welplan rules and practice</td>
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### Appendix I

<table>
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<tr>
<td>27</td>
<td>Editorial updating</td>
<td>Change of signatories and dates</td>
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<tr>
<td>NFG 2</td>
<td>Editorial updating</td>
<td>Reflects current statutory provisions</td>
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<td>NFG 8</td>
<td>Editorial updating</td>
<td>Reflects amended provisions of Clause 8 (see above)</td>
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<td>NFG 9</td>
<td>Editorial updating</td>
<td>Examples B to E of overtime calculations have been updated to reflect the reduction in the length of the normal working week and the overtime threshold during the normal working week, from October 2014</td>
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<td>NFG 19-20-21-22</td>
<td>Editorial updating</td>
<td>Reflects current Welplan rules and practice</td>
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<td>Appendix D</td>
<td>Editorial updating</td>
<td>Update to reflect national insurance contributions due on holiday pay when paid under Welplan or Welplan Plus</td>
</tr>
<tr>
<td>Appendix E</td>
<td>Editorial updating</td>
<td>Clarifies health and safety Responsibilities</td>
</tr>
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<td>Appendix G</td>
<td>Editorial updating</td>
<td>Reflects current Qualifications and Credit Framework (QCF) in England</td>
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<td>Appendix J</td>
<td>Editorial updating</td>
<td>Changes of union and Association contact details</td>
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<td>Appendix K</td>
<td>JCC Letters 108 (Revised), 110, 111 and 112</td>
<td>Operative Wage Agreements for 2013-2014 and 2014-2016; Changes to lodging allowance</td>
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<td>Various</td>
<td>JCC Letter 111 and editorial updating</td>
<td>As appropriate, references to 38 hours amended to 37½ hours as a result of the reduction in the length of the normal working week from October 2014</td>
</tr>
</tbody>
</table>
Appendix J

National and Local Offices of the Union and the Association

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e-mail: andrew.marchant@thebesa.com

**Credit Card Holidays Ltd**  
/**Welplan Ltd**  
**Chief Executive** – Mr B Kirton  
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Bridge Penrith  
Cumbria  
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Tel: 01768 860 410  
e-mail: b.kirton@welplan.co.uk
Appendix K

Wage Rates, Allowances and Other Provisions

<table>
<thead>
<tr>
<th>RATES AND ALLOWANCES</th>
<th>From 1 April 2013</th>
<th>From 6 October 2014</th>
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<tr>
<td><strong>HOURLY WAGE RATES</strong></td>
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<tr>
<td>Foreman</td>
<td>15.23</td>
<td>15.61</td>
<td>16.08</td>
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<tr>
<td>Senior Craftsman (+ Supervisory Responsibility and 2 Units of Responsibility Allowance)</td>
<td>14.67</td>
<td>15.02</td>
<td>15.50</td>
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<tr>
<td>Senior Craftsman (+ Supervisory Responsibility and 1 Unit of Responsibility Allowance)</td>
<td>14.15</td>
<td>14.49</td>
<td>14.95</td>
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<tr>
<td>Senior Craftsman (+ Supervisory Responsibility)</td>
<td>13.63</td>
<td>13.96</td>
<td>14.40</td>
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<tr>
<td>Senior Craftsman (+ 2 Units of Responsibility Allowance)</td>
<td>13.63</td>
<td>13.96</td>
<td>14.40</td>
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<td>Senior Craftsman (+1 Unit of Responsibility Allowance)</td>
<td>13.11</td>
<td>13.43</td>
<td>13.85</td>
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<tr>
<td>Senior Craftsman</td>
<td>12.59</td>
<td>12.90</td>
<td>13.30</td>
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<tr>
<td>Craftsman (+ 3 Units of Responsibility Allowance)</td>
<td>13.11</td>
<td>13.43</td>
<td>13.85</td>
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<tr>
<td>Craftsman (+ 2 Units of Responsibility Allowance)</td>
<td>12.59</td>
<td>12.90</td>
<td>13.30</td>
</tr>
<tr>
<td>Craftsman (+ 1 Unit of Responsibility Allowance)</td>
<td>12.07</td>
<td>12.37</td>
<td>12.75</td>
</tr>
<tr>
<td>Craftsman</td>
<td>11.55</td>
<td>11.84</td>
<td>12.20</td>
</tr>
<tr>
<td><strong>Installer</strong></td>
<td>10.46</td>
<td>10.72</td>
<td>11.04</td>
</tr>
<tr>
<td><strong>Adult Trainee</strong></td>
<td>8.82</td>
<td>9.04</td>
<td>9.31</td>
</tr>
<tr>
<td><strong>Mate (18 and over)</strong></td>
<td>8.82</td>
<td>9.04</td>
<td>9.31</td>
</tr>
<tr>
<td><strong>Mate (aged 16 and 17)</strong></td>
<td>4.09</td>
<td>4.19</td>
<td>4.32</td>
</tr>
<tr>
<td><strong>Modern Apprentices</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior</td>
<td>10.46</td>
<td>10.72</td>
<td>11.04</td>
</tr>
<tr>
<td>Intermediate</td>
<td>8.12</td>
<td>8.32</td>
<td>8.57</td>
</tr>
<tr>
<td>Junior</td>
<td>5.72</td>
<td>5.86</td>
<td>6.04</td>
</tr>
<tr>
<td><strong>Junior Ductwork Trainees</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5.19</td>
<td>6.46</td>
<td>8.04</td>
</tr>
<tr>
<td></td>
<td>0.91</td>
<td>5.32</td>
<td>6.62</td>
</tr>
<tr>
<td></td>
<td>8.12</td>
<td>8.24</td>
<td>9.35</td>
</tr>
<tr>
<td></td>
<td>5.49</td>
<td>8.02</td>
<td>8.49</td>
</tr>
<tr>
<td></td>
<td>6.62</td>
<td>8.62</td>
<td>9.62</td>
</tr>
</tbody>
</table>
### RESPONSIBILITY ALLOWANCES
(paid to SENIOR CRAFTSMAN) – payment per hour – see Note 1

(Each skill/responsibility attracts one unit of responsibility allowance at the value shown)

<table>
<thead>
<tr>
<th>Skill/Responsibility</th>
<th>From 1 April 2013</th>
<th>From 6 October 2014</th>
<th>From 5 October 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Second welding skill</td>
<td>52p</td>
<td>53p</td>
<td>55p</td>
</tr>
<tr>
<td>Gas responsibility – see Note 2</td>
<td>52p</td>
<td>53p</td>
<td>55p</td>
</tr>
<tr>
<td>Supervisory responsibility</td>
<td>£1.04</td>
<td>£1.06</td>
<td>£1.10</td>
</tr>
</tbody>
</table>

### RESPONSIBILITY ALLOWANCES
(paid to CRAFTSMAN) – payment per hour – see Note 1

(Each skill/responsibility attracts one unit of responsibility allowance at the value shown)

<table>
<thead>
<tr>
<th>Skill/Responsibility</th>
<th>From 1 April 2013</th>
<th>From 6 October 2014</th>
<th>From 5 October 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Second welding skill</td>
<td>52p</td>
<td>53p</td>
<td>55p</td>
</tr>
<tr>
<td>Gas responsibility – see Note 2</td>
<td>52p</td>
<td>53p</td>
<td>55p</td>
</tr>
<tr>
<td>Supervisory responsibility</td>
<td>52p</td>
<td>53p</td>
<td>55p</td>
</tr>
</tbody>
</table>

### DAILY ABNORMAL CONDITIONS MONEY
- £ per day

| From                      | 18 November 2013 | £36.00 | £36.82 | £3.10 | £3.18 | £3.28 |

### LODGING ALLOWANCE
- £ per night

| From                      | 18 November 2013 | £36.00 | £36.82 | £36.00 | To be promulgated separately |

### MILEAGE ALLOWANCE
– pence per Mile – see Note 3

<table>
<thead>
<tr>
<th>From 7 October 2013</th>
<th>From 6 October 2014</th>
<th>From 5 October 2015</th>
<th>From 3 October 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>3% of all basic pay</td>
<td>4% of all basic pay – see Note 5</td>
<td>4½% of all basic pay – see Note 5</td>
<td>5% of all basic pay – see Note 5</td>
</tr>
</tbody>
</table>

184
### DAILY TRAVELLING ALLOWANCE – SCALE 1 – Payable in accordance with Clause 15 b i of the National Agreement

- **C** = Craftsmen, including Installers
- **M&A** = Mates, Apprentices and Adult Trainees

<table>
<thead>
<tr>
<th>From 1 April 2013</th>
<th>From 6 October 2014</th>
<th>From 5 October 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Direct distance from centre to job in miles</strong></td>
<td><strong>£</strong></td>
<td><strong>£</strong></td>
</tr>
<tr>
<td>Over not exceeding</td>
<td><strong>C</strong></td>
<td><strong>M&amp;A</strong></td>
</tr>
<tr>
<td>0 15</td>
<td>6.92</td>
<td>6.92</td>
</tr>
<tr>
<td>30 40</td>
<td>16.28</td>
<td>15.02</td>
</tr>
<tr>
<td>40 50</td>
<td>19.24</td>
<td>17.48</td>
</tr>
</tbody>
</table>

### DAILY TRAVELLING ALLOWANCE – SCALE 2 – Payable in accordance with Clause 15 b ii of the National Agreement

- **C** = Craftsmen, including Installers
- **M&A** = Mates, Apprentices and Adult Trainees

<table>
<thead>
<tr>
<th>From 1 April 2013</th>
<th>From 6 October 2014</th>
<th>From 5 October 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Direct distance from centre to job in miles</strong></td>
<td><strong>£</strong></td>
<td><strong>£</strong></td>
</tr>
<tr>
<td>Over not exceeding</td>
<td><strong>C</strong></td>
<td><strong>M&amp;A</strong></td>
</tr>
<tr>
<td>15 20</td>
<td>2.53</td>
<td>2.17</td>
</tr>
<tr>
<td>20 30</td>
<td>6.51</td>
<td>5.63</td>
</tr>
<tr>
<td>30 40</td>
<td>9.36</td>
<td>8.10</td>
</tr>
<tr>
<td>40 50</td>
<td>12.33</td>
<td>10.55</td>
</tr>
</tbody>
</table>
Notes: (1) In the table on page 183, the various combinations of units of Responsibility Allowance as envisaged under the National Agreement have already been added to the hourly wage rate for the grade of Operative concerned.

(2) A new Responsibility Allowance for Senior Craftsmen and Craftsmen duly trained and certificated to carry out visual inspection, testing and purging of industrial and commercial scale gas systems in accordance with the relevant Institute of Gas Engineers and Managers standard procedure specification was agreed between the Association and the Union in 2012. See Appendix 3 to JCC Letter 108 (Revised) (dated 30 September 2013) for further details.

(3) Payable in accordance with paragraph 8 of Appendix D to the National Agreement.

(4) All Operatives have a contractual entitlement to participate in an employers' contributory pension scheme with employers' contributions at the level shown in the Table on page 184. See Clause 22 of the National Agreement.

(5) Basic pay = hourly rate x 37½ hours.
### WEEKLY SICKNESS AND ACCIDENT BENEFIT

Payable in accordance with the Rules of WELPLAN and the Holiday Scheme Supplement to the National Agreement – see Note 6

<table>
<thead>
<tr>
<th>National Agreement Grade and Allowance(s)</th>
<th>Credit Value Category</th>
<th>From 1 April 2013 Weeks 1-28 £</th>
<th>From 14 April 2014 Weeks 1-28 £</th>
<th>From 6 October 2014 Weeks 1-28 £</th>
<th>From 5 October 2015 Weeks 1-28 £</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td>a</td>
<td>227.64</td>
<td>113.89</td>
<td>289.38</td>
<td>116.76</td>
</tr>
<tr>
<td>Senior Craftsman (+ Supervisory Responsibility and 2 Units of Responsibility Allowance)</td>
<td>z</td>
<td>227.64</td>
<td>113.89</td>
<td>278.74</td>
<td>116.76</td>
</tr>
<tr>
<td>Senior Craftsman (+ Supervisory Responsibility and 1 Unit of Responsibility Allowance)</td>
<td>b</td>
<td>227.64</td>
<td>113.89</td>
<td>268.87</td>
<td>116.76</td>
</tr>
<tr>
<td>Senior Craftsman (+ Supervisory Responsibility)</td>
<td>c</td>
<td>189.00</td>
<td>94.50</td>
<td>259.00</td>
<td>96.88</td>
</tr>
<tr>
<td>Senior Craftsman (+ 2 units of Responsibility Allowance)</td>
<td>c</td>
<td>189.00</td>
<td>94.50</td>
<td>259.00</td>
<td>96.88</td>
</tr>
<tr>
<td>Senior Craftsman (+ 1 unit of Responsibility Allowance)</td>
<td>d</td>
<td>189.00</td>
<td>94.50</td>
<td>249.06</td>
<td>96.88</td>
</tr>
<tr>
<td>Senior Craftsman</td>
<td>e</td>
<td>189.00</td>
<td>94.50</td>
<td>239.19</td>
<td>96.88</td>
</tr>
<tr>
<td>Craftsman (+ 3 units of Responsibility Allowance)</td>
<td>d</td>
<td>189.00</td>
<td>94.50</td>
<td>249.06</td>
<td>96.88</td>
</tr>
<tr>
<td>Craftsman (+ 2 units of Responsibility Allowance)</td>
<td>e</td>
<td>189.00</td>
<td>94.50</td>
<td>239.19</td>
<td>96.88</td>
</tr>
<tr>
<td>Craftsman (+ 1 unit of Responsibility Allowance)</td>
<td>f</td>
<td>172.55</td>
<td>86.24</td>
<td>229.32</td>
<td>88.41</td>
</tr>
<tr>
<td>Craftsman</td>
<td>g</td>
<td>156.17</td>
<td>78.05</td>
<td>219.45</td>
<td>82.39</td>
</tr>
<tr>
<td>Installer</td>
<td>h</td>
<td>124.74</td>
<td>62.37</td>
<td>174.86</td>
<td>63.91</td>
</tr>
<tr>
<td>Adult Trainee</td>
<td>i</td>
<td>91.07</td>
<td>45.57</td>
<td>140.77</td>
<td>46.69</td>
</tr>
</tbody>
</table>

Continued on page 188
## WEEKLY SICKNESS AND ACCIDENT BENEFIT

Payable in accordance with the Rules of WELPLAN and the Holiday Scheme Supplement to the National Agreement – see Note 6

<table>
<thead>
<tr>
<th>National Agreement Grade and Allowance(s)</th>
<th>Credit Value Category</th>
<th>From 1 April 2013</th>
<th>From 14 April 2014</th>
<th>From 6 October 2014</th>
<th>From 5 October 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mate (18 and over) i</td>
<td>1-28 £</td>
<td>91.07</td>
<td>140.77</td>
<td>46.69</td>
<td>144.97</td>
</tr>
<tr>
<td></td>
<td>29-52 £</td>
<td>45.57</td>
<td>45.57</td>
<td>140.77</td>
<td>48.09</td>
</tr>
<tr>
<td>Mate (aged 16 and 17) m</td>
<td>1-28 £</td>
<td>6.37</td>
<td>18.62</td>
<td>3.29</td>
<td>19.18</td>
</tr>
<tr>
<td></td>
<td>29-52 £</td>
<td>3.22</td>
<td>3.22</td>
<td>18.62</td>
<td>3.36</td>
</tr>
<tr>
<td>Senior Modern Apprentice h</td>
<td>1-28 £</td>
<td>124.74</td>
<td>174.86</td>
<td>63.91</td>
<td>180.11</td>
</tr>
<tr>
<td></td>
<td>29-52 £</td>
<td>62.37</td>
<td>62.37</td>
<td>174.86</td>
<td>65.80</td>
</tr>
<tr>
<td>Intermediate Modern Apprentice j</td>
<td>1-28 £</td>
<td>91.07</td>
<td>123.41</td>
<td>46.69</td>
<td>127.12</td>
</tr>
<tr>
<td></td>
<td>29-52 £</td>
<td>45.57</td>
<td>45.57</td>
<td>123.41</td>
<td>48.09</td>
</tr>
<tr>
<td>Junior Modern Apprentice k</td>
<td>1-28 £</td>
<td>34.30</td>
<td>56.49</td>
<td>17.22</td>
<td>58.17</td>
</tr>
<tr>
<td></td>
<td>29-52 £</td>
<td>17.22</td>
<td>17.22</td>
<td>56.49</td>
<td>18.20</td>
</tr>
</tbody>
</table>
### OTHER WELFARE BENEFITS

Payable in accordance with the Rules of WELPLAN and the Holiday Scheme Supplement to the National Agreement – see Note 6

<table>
<thead>
<tr>
<th>Benefit Description</th>
<th>From 1 April 2013</th>
<th>From 6 October 2014</th>
<th>From 5 October 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEATH BENEFIT FOR DEPENDANTS</td>
<td>£42,650</td>
<td>£46,500</td>
<td>£50,000</td>
</tr>
<tr>
<td>ACCIDENTAL DISMEMBERMENT</td>
<td>£21,780</td>
<td>£27,270</td>
<td>£32,760</td>
</tr>
<tr>
<td>PERMANENT TOTAL DISABILITY BENEFIT</td>
<td>£21,780</td>
<td>£27,270</td>
<td>£32,760</td>
</tr>
<tr>
<td>INDEX BENEFITS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loss of four fingers or thumb</td>
<td>£4,580</td>
<td>£4,700</td>
<td>£4,850</td>
</tr>
<tr>
<td>Loss of index finger</td>
<td>£3,020</td>
<td>£3,100</td>
<td>£3,200</td>
</tr>
<tr>
<td>Loss of any other finger</td>
<td>£670</td>
<td>£750</td>
<td>£780</td>
</tr>
<tr>
<td>Loss of big toe</td>
<td>£1,450</td>
<td>£1,490</td>
<td>£1,540</td>
</tr>
<tr>
<td>Loss of any other toe</td>
<td>£370</td>
<td>£500</td>
<td>£520</td>
</tr>
</tbody>
</table>

**Notes:** (6) Payment of Weekly Sickness and Accident Benefit, Accidental Dismemberment Benefit, Death Benefit and Permanent Total Disability Benefit is discretionary and the amounts stated are maxima.
## Weekly Holiday Credit Values, Welfare Contributions and Employers' Pension Contributions

<table>
<thead>
<tr>
<th>National Agreement Grade and Allowance(s)</th>
<th>Credit Value Category</th>
<th>From 7 October 2013</th>
<th>From 14 April 2014</th>
<th>From 6 October 2014</th>
<th>From 7 October 2013</th>
<th>From 14 April 2014</th>
<th>From 6 October 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>From Note 7</td>
<td>From Note 8</td>
<td>From Note 9</td>
<td>From Note 7</td>
<td>From Note 8</td>
<td>From Note 9</td>
<td>From Note 9</td>
</tr>
<tr>
<td>Foreman</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Craftsman (+ Supervisory Responsibility and 2 Units of Responsibility Allowance)</td>
<td>z</td>
<td>71.00</td>
<td>95.91</td>
<td>71.00</td>
<td>96.93</td>
<td>69.66</td>
<td>78.94</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Craftsman (+ Supervisory Responsibility and 1 Unit of Responsibility Allowance)</td>
<td>b</td>
<td>68.50</td>
<td>92.82</td>
<td>68.50</td>
<td>93.84</td>
<td>67.21</td>
<td>76.49</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Craftsman (+ Supervisory Responsibility)</td>
<td>c</td>
<td>63.46</td>
<td>89.70</td>
<td>63.46</td>
<td>90.72</td>
<td>62.26</td>
<td>71.54</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Craftsman (+ 2 units of Responsibility)</td>
<td>d</td>
<td>63.46</td>
<td>86.59</td>
<td>63.46</td>
<td>94.96</td>
<td>62.26</td>
<td>71.54</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Craftsman (+ 1 unit of Responsibility)</td>
<td>e</td>
<td>60.95</td>
<td>83.49</td>
<td>60.95</td>
<td>84.51</td>
<td>59.80</td>
<td>69.08</td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Craftsman (+ 3 units of Responsibility Allowance)</td>
<td>f</td>
<td>58.48</td>
<td>80.42</td>
<td>58.48</td>
<td>94.96</td>
<td>59.80</td>
<td>69.08</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Craftsman (+ 2 units of Responsibility Allowance)</td>
<td>g</td>
<td>55.96</td>
<td>77.31</td>
<td>55.96</td>
<td>81.94</td>
<td>59.80</td>
<td>69.08</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Craftsman (+ 1 unit of Responsibility Allowance)</td>
<td>h</td>
<td>50.68</td>
<td>70.79</td>
<td>50.68</td>
<td>85.22</td>
<td>49.72</td>
<td>75.08</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Craftsman</td>
<td></td>
<td>42.71</td>
<td>60.95</td>
<td>42.71</td>
<td>64.74</td>
<td>41.90</td>
<td>51.18</td>
</tr>
</tbody>
</table>

Continued on page 191
**WEEKLY HOLIDAY CREDIT VALUES, WELFARE CONTRIBUTIONS AND EMPLOYERS’ PENSION CONTRIBUTIONS**

<table>
<thead>
<tr>
<th>National Agreement Grade and Allowance(s)</th>
<th>Credit Value Category</th>
<th>From 7 October 2013</th>
<th>From 14 April 2014</th>
<th>From 6 October 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mate (18 and over)</td>
<td>i</td>
<td>42.71</td>
<td>50.89</td>
<td>60.95</td>
</tr>
<tr>
<td>Mate (aged 16 and 17)</td>
<td>m</td>
<td>19.81</td>
<td>27.99</td>
<td>32.66</td>
</tr>
<tr>
<td>Senior Modern Apprentice</td>
<td>h</td>
<td>50.68</td>
<td>58.86</td>
<td>70.79</td>
</tr>
<tr>
<td>Intermediate Modern App.</td>
<td>j</td>
<td>39.38</td>
<td>47.56</td>
<td>56.82</td>
</tr>
<tr>
<td>Junior Modern Apprentice</td>
<td>k</td>
<td>27.74</td>
<td>35.92</td>
<td>42.45</td>
</tr>
</tbody>
</table>

*Continued on page 192*

**Notes:**

(7) The Weekly Holiday Credit values shown here apply only in those cases where the Employer has opted to continue accumulating holiday pay through the centrally operated industry fund, Welplan. Employers are reminded that the concession previously allowed by HMRC which permitted payment of holiday pay from centrally administered funds such as Welplan to be made without deduction of National Insurance Contributions was withdrawn as from the end of October 2012.

(8) Payment by the Employer of the Weekly Welfare Contribution is necessary to ensure compliance through Welplan with the Weekly Sickness and Accident Benefit and Other Welfare Benefits of the National Agreement.

(9) Payment by the Employer of the Weekly Employer’s Pension contribution will ensure compliance through Welplan Pensions with the requirements of the National Agreement in respect of the Employer’s Pension Contribution.

(10) This is a "53-week" year.
<table>
<thead>
<tr>
<th>National Agreement Grade and Allowance(s)</th>
<th>Credit Value Category</th>
<th>From 5 October 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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Notes: (7), (8) and (9) – see previous page
### Appendix K

**PREMIUM RATE 1 AND PREMIUM RATE 2 OVERTIME RATES**

**READY RECKONER FOR CALCULATING TOTAL OVERTIME PAYMENTS IN ACCORDANCE WITH NATIONAL AGREEMENT CLAUSE 9**

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**Notes:** on Page 195
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**Notes:** on Page 195
## Appendix K
### PREMIUM RATE 1 AND PREMIUM RATE 2 OVERTIME RATES
#### READY RECKONER FOR CALCULATING TOTAL OVERTIME PAYMENTS IN ACCORDANCE WITH NATIONAL AGREEMENT CLAUSE 9

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**Notes:**
1. See Clauses 9f, 9g and 9h(i) of the National Agreement
2. See Clauses 9f and 9h(i)-(iii) of the National Agreement
Appendix L

Wage Rates and 2nd Tier Earnings
Applicable to Certain Categories of Project in the Engineering Construction Industry

[This is under review.]
BESA - Building Engineering Services Association
Lincoln House
137-143 Hammersmith Road
London
W14 0QL
Tel: 020 7313 4900
Fax: 020 7727 9268
e-mail: contact@thebesa.com
website: www.thebesa.com

Unite the Union
Unite House
128 Theobald’s Road
Holborn
London WC1X 8TN
Tel: 020 7611 2500
Fax: 020 7611 2555
website: www.unitetheunion.org