

Heating, Ventilating,
Air Conditioning,
Piping and Domestic
Engineering Industry



NATIONAL AGREEMENT

2022



Heating Ventilating Air Conditioning
Piping and Domestic Engineering Industry

National Agreement

Working Rules and Conditions for Operatives

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NATIONAL AGREEMENT

Working Rules and Conditions for Building Services Engineering Supervisors, Building Services Engineering Team Leaders (formerly Foremen), Building Services Engineering Craftspersons, Apprentices, Building Services Engineering 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 8 September 2021

Further copies of this Agreement are available from
BESA Employment Affairs Department,
Rotherwick House, 3 Thomas More St., St Katharine's and Wapping,
London, E1W 1YZ

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Working Rules and Conditions for Building Services Engineering Supervisors, Building Services Engineering Team Leaders (formerly Foremen), Building Services Engineering Craftspersons, Apprentices, Building Services Engineering Installers, Adult Trainees and Mates

On 18 December 2019 the Parties to this National Agreement introduced the prefix 'Building Services Engineering (BSE)' for all qualified grades as defined under Clause 6 of this National Agreement. From that date an Operative graded as an Installer, Craftsperson, Senior Craftsperson or Team Leader shall be known as BSE Installer, BSE Craftsperson, BSE Senior Craftsperson or BSE Team Leader.

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.

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, BSE Skills Partnership, and to the requirements for Apprentices for the sector also established by the BSE Skills Partnership, 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/her employment, but an Employer must not use a transfer to a lodging job as a means of forcing an Operative to break his/her 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.

- 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 iii**.
- 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/her own account, or in his/her own time, whilst in employment shall be liable to instant dismissal by his/her 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/her. 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/her 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.

h 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**.

i 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.

Notes for Guidance - 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 they feel that they are 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 sub- contractors 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 sub- contractors 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

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

Period of Continuous Employment*	Minimum Notice to be given	
	By the Employer	By the Operative
Up to and including five days	Remainder of current working day (Not less than two hours, ending at normal finishing time)	Remainder of current working day (Not less than two hours, ending at normal finishing time)
More than five days but less than four weeks	Remainder of current working week (Not less than one day, ending at normal finishing time on a Friday)	Remainder of current working week (Not less than one day, ending at normal finishing time on a Friday)
Four weeks but less than two years	One week	One week
Two years but less than 12 years	One week for each complete year of continuous employment	One week
12 years of continuous service	12 weeks	One week

**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/her 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*

Notes for Guidance - 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 Department can provide advice as necessary.*

3: Hours of work

- a** The normal working week shall consist of 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 5½ hours or more than eight hours unless otherwise agreed between the Employer and the Operative concerned. 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 37½ 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 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 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.

Notes for Guidance - 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 (e.g., where these arrangements have to be coordinated with those for other trades or with client requirements). In other circumstances, this will not be necessary.

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/her inclusive hourly normal time earnings for 37½ hours in any normal working week provided that during working hours he/she is capable of, available for, and willing to perform satisfactorily the work associated with his/her usual occupation, or reasonable alternative work if his/her 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, they should rearrange the working hours in agreement with the Operatives concerned so that normal time earnings for 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 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-l**.
- 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 as directed/ instructed by site management. However, the work of a Mate shall not be confined to general labouring tasks. 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 one of the Level 2 qualifications listed in **Appendix G** to this National Agreement, and appropriate to an occupation covered by this agreement.

g The definition of the grade **BSE 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 in line with recognised industry and/ or company standards. 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 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 one of the Level 2 qualifications listed in **Appendix G**, which may be amended from time to time – as approved by the appropriate national accreditation or sector representative bodies in one of the occupations covered by this agreement.

Operatives graded Installer who wish to consider qualifying for entry to the BSE Craftsperson grade by achieving a level 3 qualification should contact their Employer to ascertain whether arrangements can be made through an appropriate training provider for the assessment of their skills and experience.

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

h 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.**

i The definition of the grade **BSE Craftsperson** shall be:

A BSE Craftsperson shall be able without supervision to carry out the installation of domestic or industrial/commercial pipework and/or ductwork, and associated components and systems in line with relevant industry and/ or company standards. A Building Services and Engineering Craftsperson shall be able to:

i demonstrate a greater depth of technical knowledge, responsibility and level of productivity than a BSE Installer: in particular, a BSE Craftsperson 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 BSE Craftsperson 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.

A BSE Craftsperson 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 an apprenticeship approved by the relevant Government agencies in England, Scotland, Wales or Northern Ireland **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 one of the Level 3 qualifications listed in Appendix G to this Agreement which may be amended from time to time as approved by the appropriate national accreditation or sector representative bodies in one of the occupations covered by this Agreement.

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

j The definition of the grade **BSE Senior Craftsperson** shall be:

A BSE Senior Craftsperson shall have at least the same qualifications as a BSE Craftsperson, except that a BSE Senior Craftsperson shall have gained not less than three years' experience of working in the industry after achieving status as BSE Craftsperson, and have demonstrated the skills and competences required for a BSE Senior Craftsperson as recognised by his/her Employer(s)

A BSE Senior Craftsperson shall:

- i have experience beyond that of a BSE Craftsperson by virtue of additional proficiency, greater productivity and flexibility, and have other special skills over and above that detailed in the definition of a BSE Craftsperson; 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 teams with an average labour force of three other Operatives covered by this National Agreement.

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

k The definition of the grade **BSE Team Leader** (formerly Foreman) shall be:

A BSE Craftsperson who satisfies the qualifications of a BSE Senior Craftsperson may be designated by the Employer as a BSE Team Leader (formerly Foreman), provided he/she 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 BSE Senior Craftspersons with supervisory responsibilities and other Operatives under his/her direct control
- ii redeploy BSE Senior Craftsperson with supervisory responsibilities or other Operatives under his/her 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 project team
- v maintain site contract control procedure
- vi requisition and progress supply of necessary equipment and materials to other Operatives within agreed timeframes.

- vii ensure that other Operatives take all reasonable steps to safeguard, maintain and generally take care of Employer's tools, plant 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 undertaken by sub-contractors
- x monitor progress with the project team, 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 and record hours worked by Operatives to ensure accurate record keeping and despatch this information promptly to the project team.
- xv notify the project team of impending delays likely to affect progress or give rise to a claim
- xvi establish reasons for delays to work and notify the project team
- xvii provide information for cost variation investigations when necessary
- xviii forecast labour requirements
- xix ensure company instructions and standards of discipline, productivity, quality 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/her control
- xxii take overall responsibility of all labour provided on site by his/her Employer

- xxiii evolve and/or agree order of work within overall programme and control its progress
- xxiv agree locations of site office, site stores, site workshop and other workstations and adjust to suit site progress and changing conditions
- xxv ensure compliance of all work, whether executed by own Operatives or sub-contractors, is consistent with the company's and/or project quality and assurance procedures, and with drawings and specifications
- xxvi organise, supervise and record such tests (e.g., hydraulic) and/or inspections as are required during progress of contract
- xxvii attend site meetings (as and when required by the Employer)
- xxviii ensure that safe methods of work are adhered to by all Operatives under his/her control
- xxix ensure compliance with the project's health, safety and environment procedures in respect of the safe removal of unwanted materials to ensure a safe and tidy working environment.
- xxx arrange and supervise testing on completion, including compliance with specifications, snagging and operational handing over as directed.
- xxxi such other duties as are reasonably required by the Employer.

Alternatively:

A parallel route to demonstrating the capabilities required of a BSE Team Leader (formerly 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 BSE – which may be amended from time to time as approved by the appropriate national accreditation or sector representative bodies. Details of the previous qualifications can be found in the agreed Notes for Guidance.

The Employer is not obliged to re-grade every BSE Senior Craftsperson as BSE Team Leader (formerly Foreman) who may have the capabilities required by the BSE Team Leader (formerly Foreman) grade or the

NVQ/SVQ Level 3 Supervision. A BSE Senior Craftsperson who is graded as a BSE Team Leader (formerly Foreman) does not necessarily carry the BSE Team Leader (formerly Foreman) Senior Craftsperson grade with him/her to a new Employer.

See Clause **6m** on obtaining information about the grade definition of the former Foreman and Foreman (Ductwork) grades.

I The definition of the grade **BSE Supervisor** shall be:

A BSE Senior Craftsperson with at least five years' proficient experience in that grade and a minimum of one year's satisfactory experience in a supervisory capacity may be designated by the Employer as a BSE Supervisor. This grade is distinct and separate from, and senior to, the grade of BSE Team Leader (formerly Foreman). Although required to be technically qualified, the key responsibility of the BSE Supervisor is to ensure the optimal productive performance of the team allocated to his/her supervision and to do so by showing well developed leadership qualities.

The Purpose and Responsibilities of the Role

The role of the BSE Supervisor is to work as an integral member of the project management and installation delivery team, from the initial stages of work planning through to managing the installation/construction process on site, and to lead and co-ordinate the activities of the team allocated to his/her supervision.

Principal responsibilities include:

- i effectively manage and co-ordinate the activities of the work team allocated to his/her supervision;
- ii act as the focal point for the effective, precise and timely communication of all relevant project information between all members of the team under his/her supervision and between appropriate interfaces on the project on which his/her team are engaged at the time;
- iii ensure activities undertaken comply with all necessary health and safety requirements and with the Employer's quality assurance procedures; and
- iv undertake the responsibilities outlined above with a view to securing necessary levels of progress and productivity to ensure project completion.

The Key Activities of the Role

A BSE Supervisor shall be able to:

Work Planning

- assess all kinds of available project data, such as technical drawings, specifications, manufacturers' information, etc. – including accessing relevant project data which might not be immediately available – in order to identify appropriate work methods for the installation/construction project concerned;
- identify, confirm and communicate the selected work method(s) to relevant project personnel;
- identify the necessary work activities relevant to a given installation/construction project or part of a project (including those which might influence each other), assess the required resources and plan the most productive sequence of work;
- evaluate the work activities and the requirements of any significant external factors that could impact on project delivery;
- identify the best use of resources available – and those which might not be available, but which are necessary – in order to ensure effective project delivery;
- specify appropriate programmes of work designed to ensure effective project delivery;
- identify factors which require alterations to the work programme and justify these to senior decision makers in the project management team;
- take full, accountable ownership for the execution of the work programmes he/she has been responsible for designing;

Working Relationships

- develop and maintain good working relationships in the workplace, aimed at promoting goodwill and trust among all those concerned, with a view to informing all members of the work team about relevant work activities in an appropriate level of detail and in a timely fashion;

- be able to resolve day-to-day differences which might arise at the workplace, in a manner which maintains goodwill, trust and respect;
- implement and maintain health, safety and welfare at the workplace appropriate to the work methods being used and the work activities being undertaken, in accordance with statutory and Employer's requirements;
- encourage a positive health, safety and welfare culture, while always identifying opportunities for improvement;
- ensure that all members of the work team are properly inducted to the work programme, and suitably competent to undertake the work expected of them and monitored accordingly;

Project Delivery

- co-ordinate and organise relevant work operations on the project, by ensuring the effective, accurate, precise and timely provision of information about the work to be undertaken to all those affected;
- agree the programme of work and the methods by which the work is to be carried out with those team members who will be carrying out the work;
- ensure those responsible for obtaining appropriate and sufficient resources (such as equipment and materials) to meet project requirements and timescales do so;
- monitor progress of work against the established work programme;
- use appropriate methods for confirming that the quality of the work undertaken meets the Employer's quality standard;
- take all appropriate steps within his/her level of authority as set out by the Employer's processes and procedures to support and encourage the team's performance on the project.

Skills, Knowledge and Behaviours Required

In addition to holding a relevant Level 3 qualification in an appropriate building service engineering occupation and possessing related experience in that occupation, a BSE Supervisor must be capable of working to defined health and safety, and supervisory management standards, by demonstrating successful completion of at least one industry-specific health and safety qualification and one formal supervisory management qualification, as follows:

Health and Safety Qualification

- Site Management Safety Training Scheme (SMSTS), or comparable course recognised by clients' organisation Build UK; or
- NEBOSH National Certificate in Construction Health and Safety;
 - as specified by the Employer.

Supervisory Qualification

NVQ Diploma Level 3 in Construction Site Supervision or equivalent

As a key member of the project management team, a BSE Supervisor will be expected to possess and employ well developed:

- organisational, decision making and problem solving ability;
- people management skills;
- understanding of the importance of ensuring programme dates are achieved;
- ability to co-ordinate activities; and
- ability to lead by example.

Note:

Appointment to this role will be entirely at the Employer's discretion, depending upon its assessment of the need for this role within the Employer's business and in the light of its operational requirements. Appointment to this role will also be subject to the satisfactory assessment of the suitability of an Employee for the role in terms of his/her competence, capability and experience, as measured by a formal performance appraisal system operated by the Employer.

Registration with Engineering Services SKILLcard

- m** 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
e-mail: skillcard.info@thebesa.com
website: www.skillcard.org.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

- n** Details of former grade definitions are obtainable from either of the Parties, by writing or telephoning the relevant body shown at **Appendix J**.

Notes for Guidance - Grading definitions

Clause c

The Operative should be advised of their grade or re-grading in writing by their 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/her grade they must be transferred to the grade appropriate to their qualifications.

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

Clause e Building Services and Engineering 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 BSE Craftsperson

Before 24 August 1998

- i A BSE Craftsperson 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 "tradesperson" in the industry, within the terms of the National Agreement on 24 February 1969, or*
- iii have already been employed as a Ductwork Erector in the industry (within the terms of the National Agreement as at 19 October 1997)*

Before 31 May 1999

- iv *A BSE Craftsperson 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/SQV 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 – BSE Senior Craftsperson Welding Qualifications

In order to progress from the BSE Craftsperson grade to BSE Senior Craftsperson 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 BSE Craftsperson meeting the other criteria for progression, but not holding a welding certificate, will not be allowed to progress to the BSE Senior Craftsperson grade, but will remain as a BSE Craftsperson until such time as they gain a current welding certificate.

Payment for the first welding skill is incorporated into the basic hourly rate for the BSE Craftsperson and BSE Senior Craftsperson grades. This change covered all existing Craftspersons and Senior Craftspersons, 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 Craftsperson 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 Craftsperson, 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 BSE Craftsperson 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 BSE Craftsperson or BSE Senior Craftsperson 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 BSE Senior Craftsperson to weld. In these circumstances, a BSE Craftsperson can progress to the BSE Senior Craftsperson 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 BSE Senior Craftsperson shall retain his/her grade as a BSE Senior Craftsperson while in the employment of the employer re-grading him/her and when moving to any subsequent Employer. However, where a BSE Senior Craftsperson 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 BSE Senior Craftsperson where feasible, must undertake such training as required to acquire and subsequently maintain the certificate of welding competence, in order to retain his/her BSE Senior Craftsperson grading, in his/her new employment.

Clause k – BSE Team Leader (Formerly Foreman)

Prior to June 2005 the approved qualification required as a recognised parallel route to demonstrating the capabilities required of a BSE Team Leader 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

- a The balance of gangs as between BSE Craftspersons, BSE Installers, Mates and Apprentices shall be on the basis that:
- i Support work for skilled Operatives may be done by the skilled Operatives themselves or by BSE 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 BSE Craftspersons or conversely two or more Mates may work with one BSE Craftsperson
 - 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 BSE Craftsperson/Senior Craftsperson. 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**

All employees must be competent for the type of scaffolding work they are undertaking and should have received appropriate training relevant to the type and complexity of scaffolding they are working on.

Employers must provide appropriate levels of supervision taking into account the **complexity of the work and the levels of training and competence** of the scaffolders involved.

As a minimum requirement, every scaffold gang should contain a competent scaffolder who has received training for the type and complexity of the scaffold to be erected, altered or dismantled.

Trainee scaffolders must always work under the supervision of a trained and competent scaffolder. Operatives are classed as 'trainees' until they have completed the approved training and assessment required to be deemed competent.

For more guidance

<https://www.hse.gov.uk/construction/safetytopics/scaffoldinginfo.htm#competence>

Notes for Guidance - 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

- a Rates of wages and all allowances 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/her 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 BSE Craftspersons or BSE Senior Craftspersons, 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 BSE Craftspersons and BSE Senior Craftspersons with day-to-day supervisory responsibilities

BSE Senior Craftsperson

- h** BSE Senior Craftsperson shall take responsibility for the day-to-day supervision of work squads with an average labour force of three other Craftsperson/Senior Craftsperson. Payment for this responsibility is included in the hourly rate for the grade.
- i** However, where there is a requirement for a BSE Senior Craftsperson 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 BSE Senior Craftsperson 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 BSE Senior Craftsperson for undertaking large squad supervision is referred to as a Supervisory Responsibility Allowance.

BSE Craftsperson

- j** Where there is a requirement for a BSE Craftsperson to take responsibility for the day-to-day supervision of work squads with an average labour force of three other Craftspersons, 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 BSE Craftspersons and BSE Senior Craftspersons with welding skills

- m A Responsibility Allowance may also be payable to a BSE Craftsperson or BSE Senior Craftsperson 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' TR/5 (informally known as the 'Grey Book'), provided that BSE Craftsperson and BSE Senior Craftsperson shall keep both Welding Certificates current. Payment for the first welding skill is included in the hourly rate for the BSE Craftsperson and BSE Senior Craftsperson.

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 BSE Craftsperson and BSE Senior Craftsperson 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 at the end of this Clause.

Certification of Welding Skills

- p BSE Craftspersons and BSE Senior Craftspersons 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
Email: skillcard.info@thebesa.com
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 NVQ /SVQ Level 3 in H&V Installation. Whether they have attained this qualification or not, Building Engineering Services Craftspersons and Building Engineering Services Senior Craftspersons 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

- w** Where it has been agreed between the Employer and the majority of his/her 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**.

Notes for Guidance - 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:*

BSE Craftsperson when they have responsibility for supervising work squads averaging in strength three other Craftspeople; and

BSE Senior Craftsperson's, when they have responsibility for supervising larger work squads (in these circumstances a Supervisory Responsibility Allowance is payable). The responsibility BSE Senior Craftsperson's have for supervising smaller work squads averaging in strength three other Craftsperson's 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 BSE Craftsperson and the BSE Senior Craftsperson, irrespective of whether they undertake welding. BSE Craftspersons and Senior Craftspersons 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 BSE Craftspersons and BSE Senior Craftspersons 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:

Grade	Welding Skill(s)	Gas Responsibility	Supervision	Rate of Pay/Number of Units of Responsibility Allowances
BSE Craftsperson	0	No	Nil	BSE Craftsperson
			Average of 3	Craftsperson (+ 1 unit of Responsibility Allowance)
		Yes	Nil	Craftsperson (+ 1 unit of Responsibility Allowance)
			Average of 3	Craftsperson (+ 2 units of Responsibility Allowance)
	1	No	Nil	Craftsperson
			Average of 3	Craftsperson (+ 1 unit of Responsibility Allowance)
		Yes	Nil	Craftsperson (+ 1 unit of Responsibility Allowance)
			Average of 3	Craftsperson (+ 2 units of Responsibility Allowance)
	2	No	Nil	Craftsperson (+ 1 unit of Responsibility Allowance)
			Average of 3	Craftsperson (+ 2 units of Responsibility Allowance)
		Yes	Nil	Craftsperson (+ 2 units of Responsibility Allowance)
			Average of 3	Craftsperson (+ 3 units of Responsibility Allowance)
BSE Senior Craftsperson	0	No	Nil	BSE Senior Craftsperson
			Average of 3	Senior Craftsperson
			Large Squad	Senior Craftsperson (+ Supervisory Responsibility)
		Yes	Nil	Senior Craftsperson (+ 1 unit of Responsibility Allowance)
			Average of 3	Senior Craftsperson (+ 1 unit of Responsibility Allowance)

	1	No	Large Squad	Senior Craftsperson (+ Supervisory Responsibility and 1 unit of Responsibility Allowance)
			Nil	Senior Craftsperson
			Average of 3 Large Squad	Senior Craftsperson (+ Supervisory Responsibility)
		Yes	Nil	Senior Craftsperson (+ 1 unit of Responsibility Allowance)
			Average of 3	Senior Craftsperson (+ 1 unit of Responsibility Allowance)
			Large Squad	Senior Craftsperson (+ Supervisory Responsibility and 1 unit of Responsibility Allowance)
	2	No	Nil	Senior Craftsperson (+ 1 unit of Responsibility Allowance)
			Average of 3	Senior Craftsperson (+ 1 unit of Responsibility Allowance)
			Large Squad	Senior Craftsperson (+ Supervisory Responsibility and 1 unit of Responsibility Allowance)
		Yes	Nil	Senior Craftsperson (+ 2 units of Responsibility Allowance)
			Average of 3	Senior Craftsperson (+ 2 units of Responsibility Allowance)
			Large Squad	Senior Craftsperson (+ Supervisory Responsibility and 2 units of Responsibility Allowance)

The hourly rate for BSE Craftsperson and BSE Senior Craftsperson 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 BSE Craftsperson and BSE Senior Craftsperson 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 BSE Craftspersons and BSE Senior Craftspersons, whether they weld or not, to reflect the fact that from June 1999 the NVQ Diploma/SVQ Level 3 in H&V Installation will incorporate a welding element. This will become, over time, the basic qualification for entry into the BSE Craftsperson 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 BSE Craftsperson and BSE Senior Craftsperson 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' TR/5 (previously, informally known as the 'Grey Book').

Where an Employer wants to ensure that an Apprentice or Trainee completes their 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 /SVQ Level 3.

It is agreed by the Parties that the pay of BSE Craftspersons and BSE Senior Craftspersons 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 BSE Craftspersons and BSE Senior Craftspersons 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 BSE Craftsperson or BSE Senior Craftsperson possessing an appropriate Certificate(s) of Competency in welding retains it, the Employer 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
CA10 2BX

Tel: 01768 860406
e-mail: skillcard.info@thebesa.com
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 their skill and take the test again. Where an Operative has been in their 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 their 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 their 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 37½). 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

- 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 Operatives 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, e.g., 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 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 their absence was due to causes beyond their 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, e.g., 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.

- i 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.

- j 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).
- k** 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.

Notes for Guidance - 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 37½ 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 five days of 7½ hours; on others it might be appropriate to work four days of 8 hours and one day of 5½ 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 37½ 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 table below summaries the provisions of Clause 9 (assuming there is no lost time through the fault of the Operative).

<i>An Operative works an hour of overtime ...</i>	Normal Hourly Rate	Relevant Overtime Premium	Total Overtime Payment
• ... on any one day during the normal working week ⁽¹⁾ (i) in the period up to 12 hours' working time after the actual start time on that day and (ii) before a total of 37½ hours have been worked at the normal hourly rate that week	Normal hourly Rate	None	Normal hourly Rate
• ... on any one day during the normal working week ⁽¹⁾ (i) in the period up to 12 hours' working time after the actual start time on that day (ii) after a total of 37½ hours have been worked at plain time that week	Normal hourly Rate	Premium Rate 1	Normal hourly Rate + Premium Rate 1
• ... on any one day during the normal working week ⁽¹⁾ in excess of 12 hours' working time after the actual start time	Normal hourly Rate	Premium Rate 2	Normal hourly Rate + Premium Rate 2
• ... during the first five hours on a Saturday	Normal hourly Rate	Premium Rate 1	Normal hourly Rate + Premium Rate 1
• ... after the first five hours on a Saturday and all hours worked on a Sunday	Normal hourly Rate	Premium Rate 2	Normal hourly Rate + Premium Rate 2

Note: (1) as defined in Clause 3

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

Example A

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.

Operative Works	Payment will be		
	Normal Time	Overtime at Premium Rate 1	Overtime at Premium Rate 2
37½ hours (regular week as assumption)	37½ hours	-	-
42 hours (regular week + 16.45-19.00 Monday & Tuesday)	37½ hours	4½ hours	-
44 hours (regular week + 16.45-23.15 Monday)	37½ hours	4¼ hours (16.45-21.00)	2¼ hours (21.00-23.15)

Example B

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

Operative Works	Payment will be		
	Normal Time	Overtime at Premium Rate 1	Overtime at Premium Rate 2
39 hours (regular week minus 2 hours plus 3½ hours)	37½ hours	1½ hours	-

Example C

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

Operative Works	Payment will be		
	Normal Time	Overtime at Premium Rate 1	Overtime at Premium Rate 2
41 hours (regular week + 3½ additional hours)	37½ hours	3½ hours (19.15-22.45)	—

Example D

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

Operative Works	Payment will be		
	Normal Time	Overtime at Premium Rate 1	Overtime at Premium Rate 2
46¾ hours (*regular week of which 2 hours off with pay + 9¼ additional hours)	37½ hours (*of which 2 hours off with pay)	4¼ hours (16.45-21.00)	5 hours (21.00-02.00)

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	Double time for all hours worked
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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	Double time for all hours worked
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Christmas Day and one day recognised holiday to be agreed locally	The normal working day as of determined in Clause 3a , time-and-a-half; thereafter, double time
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Friday before Autumn Holiday	The normal working day as determined in Clause 3a , normal hourly rates; thereafter, overtime rates in accordance with Clause 9
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In Northern Ireland

The eight days of recognised holidays as agreed by the Northern Ireland Branches of the Association and Union

Double time for all hours worked

**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 Instrument 1998 No. 1833).

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/her normal working day and, although these hours will not be paid, they count towards the 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 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).

- g** 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.
- h** 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.

Notes for Guidance - Provision of tools

When an Employer issues an Operative with the tools that are needed to undertake the work required by his/her Employer, the Employer shall issue the Operative with a written statement setting out the basis on which the tools are being issued to the Operative, in accordance with the Employer's policy.

The precise content of any such statement will vary from Employer to Employer, but it is recommended that it will make clear:

- (a) that the tools are the Employer's property;*
- (b) that the Employer has a duty to ensure that, at the point they are issued, the tools concerned are in good working order and fit for purpose;*
- (c) that the Employer has a duty to ensure the tools are inspected periodically and how repairs or replacement of the tools are effected;*
- (d) that the basis on which they are made available to the Operative (i.e., that they are made available for carrying out the Employer's work on the Employer's sites during working time);*
- (e) that the basis, if allowed by the Employer's policy, on which the tools might be used for the Operative's own purposes during his/her private activities (always provided Clause **1e** is not contravened);*
- (f) that the Operative has a responsibility for the care and custody of the tools when in the Operative's possession and duty to report loss of or damage to the tools to the Employer (consistent with Clause **13**);*
- (g) whether the Operative is expected to have responsibility for transporting the Employer's hand tools between work sites (consistent with Clause **13**) and, if so, the basis on which they might reasonably be expected to do so, including any local arrangement regarding reimbursement and whether there are any particular expectations with regard to insurance.*

Employers may require an Operative to sign for receipt of tools issued by their Employer. If an Employer's policy requires reasonable payment in respect of loss of or damage to tools, whether on termination of employment or otherwise, by means of a deduction from the Operative's wages, this liability should be spelled out in the Operative's contract of employment. Otherwise, it is likely that any such deduction will be unlawful.

14: Definition of centre

- a An Operative after 28 days' continuous employment, or who, after his/her 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/her 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/her 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.

Notes for Guidance - 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

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 their 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 their personal travel from their 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 their 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 their centre is the job, payment to the Operative of allowances for travelling time and fares for journeys beyond 50 miles daily from their centre to the job will be for agreement between the Employer and the Operative concerned.

Notes for Guidance - Allowances to Operatives who travel daily

Clause 15a ii

An Operative whose centre is their 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 (i.e., 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/her 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 their first job of the day on time; and
- ii compensate an Operative for the personal time which they spend (outside their working time) travelling between their 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 their 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

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 their place of residence and when the work at the site to which the operative 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 the operative works that overtime, they shall (except if they are engaged at the job or if the 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 themselves to the effect that they are 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 their 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 their 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/her 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 their place of residence and where the work at the site to which they are 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, they shall (except if they are engaged at the job or if their 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 is the Operative 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 themselves to the effect that they are 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/her 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 their 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 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 the operative 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 themselves to the effect that they are 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.

Notes for Guidance - 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 them 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/her Employer within 24 hours of leaving his/her work, if they are to expect their 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*

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 their 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 their return journey before 6am 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/her 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 their centre, a single fare from the job to their centre shall be paid.
- e** The following travelling time arrangements shall apply to an Operative on weekend leave for journeys to and from their centre:
 - i** where the job is up to 150 miles from their centre, the operative shall travel in their own time from the job to their centre, but travelling time from their centre to the job shall be paid at the normal hourly rate
 - ii** where the job is 150 miles or more from their centre, the operative shall be paid four hours at the normal hourly rate from the job to their centre and travelling time from their 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 JCC121 and current Government legislation
- e** 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

- f** 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.

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

Note: *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 fifty two weeks before they take Recognised Holiday is higher than the basic hourly rate for the grade concerned because the provisions of Clause **11c** or Clause **12** apply or their normal rate of pay has been varied, for example, because Clause **11** or Clause **12** has applied to them temporarily during the period of fifty two weeks immediately before they take Recognised Holiday or for some other reason, the calculation of the holiday pay to which they are entitled must also take this into account – whether holiday pay is paid under Clause **18d***

Notes for Guidance - 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.

19: The Industry's Welfare Benefits Scheme, administered by Welplan

The Employer shall notify Welplan of all Operatives to be included in the welfare scheme. The rules of the Industry Scheme, administered by Welplan which are incorporated into and form part of this Agreement are set out in a separate Supplement. Employers make a weekly contribution on behalf of the Operative, subject to the rules of the welfare scheme, by means of a four weekly return to Welplan. The contribution value shall be determined from time to time by the Association and shall be enumerated in an Appendix to this Agreement.

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 the Industry Scheme, 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.

*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 24 days' annual holiday with pay.
- 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 seventeen days of Other holiday*
 - ii seven days of Winter Holiday
 - Scotland**
 - i 18 days of Other Holiday*
 - ii six days of Winter Holiday
 - Northern Ireland**
 - i 16 days of Other Holiday*
 - ii 1 day Annual holiday St Patricks Day
 - ii seven days of Winter Holiday
- 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.
- f** An Operative may not take any annual holiday without suitable notification from his/her Employer in accordance with the Employer's normal procedures.
- g** 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.
- h** 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 their employer on a Monday for each week in that holiday year.

- i Operatives should ensure that all holiday entitlement is taken during the holiday year in which the entitlement arises.
- j An Operative who is unable to take their annual holiday(s) at the relevant time because they are required by their Employer to work, shall be granted their holiday by the Employer as soon thereafter as is reasonably convenient.
- k An Operative prevented from taking their accrued annual holiday(s) because of illness or injury, shall be entitled to take their outstanding accrued annual holiday entitlement at a later date, provided they are able to supply appropriate certification of illness from a registered medical practitioner.

Termination of Employment

- l An Operative whose employment is terminated in accordance with Clause **2a** of this Agreement shall be entitled to payment from their Employer in lieu of holidays not taken by the end of his/her period of employment. Payment shall be paid at the level of holiday pay determined by Clause **21**.
- m If the proportion of leave taken by the Operative is more than the number of days' annual holiday to which they are entitled at their 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.

Notes for Guidance

**The concept of Easter (Spring) and Summer holidays has been discontinued in favour of "Other Holidays (Annual)." The Winter (Christmas and New Year) holiday period remains in place and Operative are required to hold back 7 days from the 24 days annual entitlement to cover this period. National Agreement Clause 20 (Annual holiday – entitlement) has been updated to reflect this change, as above)*

21: Annual holiday – payments

Preamble

Following the closure of the Welplan Holiday Pay Scheme on 30 June 2021 and previous employment appeal tribunals; National Agreement Employers should calculate annual holiday pay as directed under the heading '**Payment for Holidays under the Working Time Regulations, 1998**' in the Holidays for Operatives Leaflet issued Annually by the Association

As joint signatories to the BESA Operative National Agreement, the Association and the Union ("the Parties") have considered the terms of the BESA National Agreement (the Agreement") and advise Employers to ensure their practice in calculating holiday pay, reflects the EAT judgments and legislation; when advising Operatives what they can expect in terms of the level of holiday pay they are due to receive when on holiday.

The Employment Appeal Tribunals have modified the calculation of holiday pay so as to include both contractual and voluntary overtime and the Parties issued JCC Letter 113 (issued April 2015 and updated by JCC 121 issued August 2018) confirming the calculation method and that allowances such as the Daily Travelling Allowance of the National Agreement (but not fares) should also be considered when calculating an Operative's holiday pay. The EAT rulings apply only to the 20 days' holiday derived from the European Working Time Directive (so called. Euro-leave). Pay for any holiday entitlement above 20 days, such as the remaining 12 days' holiday of the National Agreement, is unaffected by the EAT judgments.

Agreed Guidance

Voluntary overtime means overtime, which the Employer is not obliged to offer, and which the Operative is not obliged to accept if it is offered. The National Agreement provides for such voluntary overtime working.

Holiday Entitlement and the Level of Holiday Pay to be Paid under the National Agreement

The holiday year runs from 1 February to 31 January. The holiday entitlement under the Agreement comprises 32 days' holiday, including 24 days' annual holiday and 8 days' recognised holiday entitlement.

The Parties agree that for full-time employees 20 days' holiday should be paid at the level required by the EAT judgment. The Parties have also agreed that the 20 days referred to above should comprise the first 20 days holiday taken in the industry holiday.

To ensure new starters who commence employment with an employer part way through the industry leave year are not disadvantaged, the Parties have agreed that new starters shall commence their holiday entitlement with holiday pay at the level required by the EAT judgment.

In these circumstances, the level of holiday pay required by the EAT judgement will be paid for the proportion of 20 days pro rata to the proportion of the holiday year outstanding at the time the Operative commences his/her employment with the Employer concerned.

Reference Period for Calculating Holiday Pay

Consistent with the relevant requirements of the Employment Rights Act 1996, the Parties have agreed that the 52-week averaging period for the purposes of calculating holiday pay, introduced in April 2020 by Government legislation, is consistent with the requirements of the industry. The Parties have agreed that the calculation date which is used to determine the 52-week period shall be the Employer's normal wage calculation date of the pay period immediately before the pay period in which the period of leave is due to commence.

Sickness Absence

If the 52-week reference period referred to above includes a period of sickness absence for which Weekly Sickness and Accident Benefit of the National Agreement and Statutory Sick Pay are paid, any such week(s) is/are ignored, and an equal number of earlier week(s) is used to form the full 52 weeks upon which the averaging calculation outlined above is based.

Elements to include in Holiday Pay calculation of first 20 days annual leave

- Grade Rate of pay for the hours worked up to 37.5 hours
- Any hours of overtime at premium rate 1 or 2
- Travel time payments
- Taxed elements of Daily Travelling Allowance
- Supervisory & Responsibility Allowances
- 2nd Welding skill allowance
- Gas responsibility allowance

22: The Industry Welfare Benefits Scheme – administered by Welplan – entitlement and payment

- a** All Operatives shall be entitled to sickness and accident benefit and other welfare benefits in accordance with the Industry’s Welfare Benefits Scheme administered by Welplan – and pension benefits in accordance with the National Agreement.
- 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 the Industry Scheme administered by Welplan and to HM Revenue and Customs requirements.
- c** By agreement between the Parties to this National Agreement, Employee Pension Contributions are to be in accordance with the contribution rates shown in **Appendix K**.
- d** **The Employer Pension Contribution is dependent upon Employees making their Contribution, as indicated in the Table in Appendix K. If an Employee opts to leave the pension scheme/provision under the Agreement, the Employer will have no need to make its Contributions on behalf of the Employee.**
- e** Employees who have opted to leave the scheme/pension provision of the National Agreement may opt at any time to re-join it.

*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**.*

Notes for Guidance

19: Industry's Welfare Benefit Scheme – administered by Welplan

20: Annual holiday – entitlement

21: Annual holiday – payments

22: Welfare– entitlement and payment

These Clauses provide for annual and recognised holidays with pay and welfare benefits in accordance with the Industry Welfare Benefits Scheme administered by Welplan. A Supplement to the National Agreement setting out the rules of Welplan can be obtained from:

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

Tel: 01768 860404

website: www.welplan.co.uk

In summary the Scheme operates in the following way:

Welfare Benefits

- 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 make contributions for the weeks covered by the return*
- c** *Operatives are entitled to a contribution made by the employer if available for work at normal hourly rates for their contracted hours during the week*
- d** *an Operative who was not available for work for his/her contracted hours may still be entitled to a contribution made by the employer if absent for certain specified reasons – e.g. recognised and annual holiday, or periods of certificated illness*

- e** *the Employer completes the return and sends it back to Welplan together with payment for the contributions required*
- f** *each weekly contribution provides cover for:*
- *death*
 - *absence due to sickness or accident*
 - *accidental dismemberment*
 - *permanent total disability*
- g** *Welplan records the contributions made by each employer, for each operative so that at any time the value of the contribution standing in an Operative's account is known*
- h** *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.

Employee Pension Benefits

Note: Those Employers who previously used the Welplan Pensions Scheme, administered by Welplan Ltd, as the vehicle to provide pension benefits to employees should note the following important information:

- *All employer/employee contributions into the Scheme and members' accumulated funds transferred to SMART pensions <https://www.smartpension.co.uk/> on 9 March 2020 following the closure of Welplan Pensions.*
- *All employers/employees will have been contacted by both Welplan Pensions and SMART pensions at the time of transfer to confirm transfer details.*
- *Those Employers who used an alternative pension provider to Welplan Pensions to meet their obligations under the National Agreement will be unaffected by the above transfer.*

- i* 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 (if this option is chosen).
- j* Should a member, in accordance with the Employers pension Scheme rules, wish to access part or all of their funds, to purchase an income (annuity), or be taken as cash, either as a single lump sum or in instalments. The full range of options available will be explained to members by the Pension provider. Benefits are subject to taxation rules in force at that time.

General

- k* The Employer 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, Employers would need to follow statutory guidance as laid down in the Working Time Regulations.

Automated Data Collection Service (ADCS)

Welplan Ltd currently offer a range of methods to enable employers to exchange data. The most appropriate to an employer's needs will be agreed upon joining the scheme.

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 Craftsperson 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 Level 2 and NVQ/SVQ Level 3 H&V Installation (Ductwork) qualification.
- c A trainee may enter the training scheme after a six-month probationary period provided that they are 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 Craftsperson 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:

Specialist Group Services
Building Engineering Services Association
Rotherwick House
3 Thomas More Street
St Katharine's and Wapping
London E1W 1YZ

Tel: 020 7313 4935
email: mark.oakes@theBESA.com

Registration with Engineering Services SKILLcard

- h** 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 860406
e-mail: skillcard.info@thebesa.com
website: www.skillcard.org.uk

Information about Former Grade Definitions

- i** Details of former grade definitions are obtainable from either of the Parties, by writing or telephoning the relevant body shown at **Appendix J**.

Notes for Guidance - 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 Building Services Engineering Skills Partnership framework for Apprenticeships is available from:

*Building Services Engineering Skills Partnership
Rotherwick House
3 Thomas More Street
St Katharine's & Wapping
London
E1W1YZ*

*Tel: 07773 211943
e-mail: BuildingServicesEngineering@thebesa.com*

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/she has been duly elected in accordance with Clauses **24l** to **24u** and the Union has issued him/her 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 their 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 their 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 their credentials may be withdrawn by the Union and another Site or Senior Steward elected in their 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 they should maintain continuity of communications between the Employer and their 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 they are a Craftsman and have 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:
- i** 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.
- r** 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 they will play within the company structure.
- s** 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).
- t** An Operative will be eligible for nomination as a Senior Steward if they are a Craftsman and have been continuously employed by the Employer for 12 months or more (see Notes for Guidance).
- u** In the event of any unconstitutional action contrary to the provisions of this Agreement on one site, the Senior Steward shall use their best endeavours to ensure that such unconstitutional action does not spread to other sites.

Notes for Guidance - 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 they 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.

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

- h** 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 4 October 2021.

Signed on behalf of and as authorised by the

Building Engineering Services Association

N Brackenridge, President

D Frise, Chief Executive

4 October 2021

Signed on behalf of and as authorised by

Unite the Union

C Weldon, Acting National Officer, Construction

S Graham, General Secretary

4 October 2021

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 the Notes for Guidance – as shown throughout this Agreement – for Employers and Operatives.

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 and encourage 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 an immediate relative, five days' leave with pay is appropriate. An immediate relative includes a spouse, civil partner or partner (including same sex partners), child, parent or a sibling. This does not preclude the Employer and Operative from agreeing alternative arrangements appropriate to the circumstances.

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, they 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/her 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

- 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

- xii Cheques/payments 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
- v quality of workmanship
 - vi safety standards.

Appendix B

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 operatives, 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 Craftspeople who are responsible for Apprentice training
- iii delays outside the Operatives' control.

Appendix B

Apprentices

- 14 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.

Targets

- 16 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.

Performance and payments

- 19 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.

Appendix B

- 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 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.

Appendix B

- 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 their 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.

Terms and Conditions of Employment of Operatives employed under the BESA National Agreement engaged on Work which is undertaken under the National Agreement for the Engineering Construction Industry (NAECI) and 'registered' with the National Joint Council for the Engineering Construction Industry

Introduction

- 1** There are occasions when BESA member companies undertake work on certain sites/projects covered by the National Agreement for the Engineering Construction Industry (NAECI).
- 2** BESA and Unite the Union, as the Parties to the BESA Operative National Agreement, have agreed therefore to include within this Agreement provisions which would enable BESA member companies with work on NAECI sites/projects to apply the full terms of the NAECI to their BESA workforce while they are working on such sites/projects. The intention of the Parties is that the enabling provisions set out below would allow Employers, subject to proper notice:
 - a** to apply the terms and conditions of the NAECI to the members of their Operative workforce while working on NAECI sites/projects,
 - b** to re-apply the terms and conditions of the BESA Operative National Agreement, when the work on the NAECI site/project on which they may have been working has concluded, but
 - c** to do so without a formal variation of the individual contracts of employment of such Operatives.

Appendix C

Enabling Agreement

- 3 The Parties to this Agreement have agreed that, when an Employer using this Agreement as the basis of the individual contracts of employment of its Operative workforce has work which normally falls within the scope of this Agreement, but which is to be carried out on a site/project covered by the agreed scope of the NAECI, that Employer shall apply to the members of its Operative workforce the terms and conditions of the NAECI. This requirement will arise in those circumstances where the NAECI is the principal industrial agreement in use on the site/project concerned.
- 4 When a BESA Employer applies the terms and conditions of the NAECI to his/her BESA workforce in this way, the Employer commits to full application of the terms and conditions, and processes and procedures of the NAECI and any amendments thereto which might be agreed by the National Joint Council for the Engineering Construction Industry.

Conditions for Applying the Enabling Agreement

- 5 The enabling provisions of paragraph 3 above are subject to the following conditions:
 - a When an Employer activates the enabling provisions set out above, he/she must ensure that reasonable written notice is given to each Operative concerned. This should set out:
 - i the date from which the NAECI terms and conditions will apply;
 - ii the key changes which might affect each Operative (for example, NAECI grade title, hourly rate, working hours, pension arrangements, liability to undertake shift working and the conditions relating to any incentive bonus arrangements which might apply to the Operative, etc); and
 - iii the likely duration of the application of the NAECI terms.
 - b When an Employer decides to re-apply the terms and conditions of the BESA Operative National Agreement, when the work on the NAECI site/project on which the Operatives concerned have been working has concluded, the Employer will give each Operative due written notice of the date from which the terms of the BESA Operative National Agreement will be re-applied to them.

Appendix C

- c BESA Employers shall provide those welfare benefits provided for under the NAECI through Welplan Ltd – in accordance with NAECI 11.3(a)& (b).
 - d To ensure harmonisation of terms and conditions of all workers on NAECI sites/projects, while members of their Operative workforce are working on a NAECI site/project and subject to NAECI terms and conditions, BESA Employers shall substitute for their contractual obligations under the BESA Operative National Agreement Clause 19 in respect of participation of the workforce in a Pension scheme, their statutory obligations in respect of auto-enrolment, even though it is recognised that the Employer’s Pension Contribution might be less generous to individual Operatives than the terms of the BESA Operative National Agreement and that this may also require an employee contribution from the Operative. This provision shall apply with immediate effect from the first day an Operative is transferred under this Appendix to NAECI terms and conditions. In these cases, the Employers Pension provider will continue to act as the vehicle for pension delivery, based on the principles of auto-enrolment ('Set 1').
- 6** An Operative’s continuity of employment is not of itself broken by the fact of an Employer’s need to trigger the use of these enabling provisions – whether to apply NAECI terms and conditions where BESA National Agreement terms and conditions have previously applied or whether to re-apply BESA National Agreement terms and conditions where NAECI terms and conditions have previously applied – always provided that there is no break in continuity of employment under sections 210-219 of the Employment Rights Act 1996.

Appendix C

Guidance Note: Employers seeking to apply this enabling agreement may find it helpful to find out more about their obligations under the NAECI, their liability for payment of the manpower levy raised under the NAECI and the detail of the 'NAECI registration' process by applying to the principal employers' organisation signatory to the NAECI:

Engineering Construction Industry Association
5th Floor Broadway House
Tothill Street
London SW1H 9NS

Tel No: 020 7799 2000
E-mail: ecia@ecia.co.uk
Website: www.ecia.co.uk

or to the:

National Joint Council for the Engineering Construction Industry
Spirella House
266-270 Regent Street
London W1B 3AH

Tel No: 020 7734 0244
E-mail: info@njceci.org.uk
Website: www.njceci.org.uk

Appendix D

Taxation of Allowances

Under an agreement with HM Revenue and Customs (HMRC), 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.

For ease of use by accounts departments, this Appendix also refers to the taxation of other sums typically paid by Employers for travel and subsistence to indicate their tax status.

Allowance	Taxable or Non-Taxable
Daily Abnormal Conditions Money (Clause 8v)	Taxable
Reimbursement of Fares (Clause 15ai)	See below taxable
Daily Travelling Allowance (Clause 15a ii)	See below
Lodging Allowance (Clause 16)	taxable
Holiday Pay (Clause 21)	taxable
Sickness and Accident Benefit (Clause 22)	flat rate expenses allowance given in PAYE codes.
Tool and Clothing Allowance	

Introductory Notes

What are refunded fares?

Where an Operative claim the refund of fares it is important that the Employer establishes that the fare claimed is accurate and has been incurred. This usually involves a claim/time sheet and wherever possible tickets or receipts should be provided.

Appendix D

HM Revenue and Customs accept that it is not always possible to keep a receipt and that tickets occasionally get lost, but there should be good evidence that the sums refunded have actually been incurred by the Operative.

Take care where no receipts are available that fares are not being claimed based on standard prices when cheaper fares are available. When HMRC agrees to allow a fare to be refunded tax free it is only on the basis that the fare was paid. There should be no profit element going to the Operative tax free.

What is a 'notional' public transport rate?

If an Operative uses his/her own transport instead of public transport, he/she remains entitled under the National Agreement to a payment equivalent to the fare he/she would have been charged and he/she used public transport. BUT only amounts of 25p a mile may be paid tax free. Payments in excess of 25p per mile are taxable because although a public transport fare can be established, the Operative did not actually pay a fare, so the amount paid tax free is limited to 25p per mile.

Where it is not possible to determine the actual fare for the journey being reimbursed, HM Revenue and Customs is prepared to accept that the Employer can request the rate per mile. BUT only amounts of up to 25p a mile may be paid tax free. Payments in excess of 25p per mile are taxable.

Evidence should always be retained if travel expenses are paid on this 'notional' basis to show how the notional fares or rate was established.

Fare Allowances under the National Working Rules

If the Employer simply measures the business mileage travelled and pays a rate of 25p a mile, this fare allowance can be paid tax free. Any excess is taxable.

Appendix D

(A) Tax treatment of reimbursed fares and allowances for fares

(i) Where an Operative travels from home direct to site and back again (daily, on call out duties or weekend working)

- If actual fares incurred are reimbursed – they may be paid tax free, but a claim/time sheet must be submitted with receipts, if possible.
- If the Employee uses his/her own transport he/she may be paid 'notional' public transport fares calculated as in the Notes above, but only amounts up to 25p per mile can be tax free.
- If the Operative uses public transport and is not reimbursed actual fares, he/she may be paid the allowance of 25p per mile and it may be paid tax free.
- Any money paid in lieu of a fare for travel at a weekend (clause 17d) is taxable because no expense was incurred.

(ii) Where an Operative is asked to travel from home to a centre to book on daily and is paid fares from home to that centre

- Any fare or allowance paid for the journey from home to the centre is taxable howsoever calculated.

(iii) Where an Operative who books in daily to a centre is then sent to work on site

- If actual fares incurred for the centre to site journey are reimbursed, they are tax free, but a claim/ time sheet must be submitted with receipts, if possible.
- If an Operative uses his/her own vehicle and is paid a 'notional' public transport rate as described in the Introduction above for the journey to site it may be paid tax free, but payments in excess of 25p per mile are taxable.
- If the Operative is paid the allowance of 25p per mile for the journey to site, it is tax free.

Appendix D

(iv) If an Operative is sent from site to site to work during the day:

- Any actual fares reimbursed are tax free, but a claims sheet must be submitted with receipts if possible.
- If the Operative uses his/her own vehicle and is paid a 'notional' public transport rate as described in the introduction it may be paid tax free as long as it does not exceed 25p per mile. Payments in excess of 25p per mile are taxable.
- if the Operative is paid the allowance of 25p per mile for the journeys it is tax free.

(v) If an Operative is lodging and his/her lodging are more than two miles from site:

- actual fares reimbursed are tax free, but a claim sheet must be submitted with receipts, if possible.
- if the Operative uses his/her own vehicle and is paid a 'notional' public transport rate as described in the introduction above it may be paid tax free provided it does not exceed 25p per mile. Payments in excess of 25p per mile are taxable.
- if the Operative is paid the allowance of 25p per mile for the journeys it is tax free.

(vi) If an Operative is asked to travel from home to site, or from centre to site, or site to site and is brought a season ticket by his/her employer for travel on those journeys because it is cheaper for the employer to buy a season ticket than refund daily fares:

- there is no taxable benefit, but evidence must be held to show that the season ticket is cheaper than refunding 25p per mile for journeys travelled for their business.

Appendix D

(vii) If the Operative buys his/her own season ticket and asks for reimbursement from his/her Employer:

- Reimbursement can be made without tax provided it is intended to cover only the home to site, shop/office to site or site to site journeys and it is cheaper for the employer than refunding 25p per mile.
- Again, evidence to demonstrate that the season ticket was of benefit to the Employer should be kept.

B) Tax Treatment of Lodging Allowance

Where an operative who qualifies for a Lodging Allowance, under Clause 16 and completes the lodging certificate (see attached certificate), Lodging Allowance may be paid tax free for every night they are away from home in lodgings.

Lodging Allowance may be paid tax free when an Operative has been on weekend leaves (clause 17) if the Employee confirms that he/she retained the accommodation and incurred the expense of retaining that accommodation.

Exceptionally, amounts to cover actual lodging expenses may be refunded tax free as long as a claim/time sheet is completed, and receipts are provided for costs actually incurred.

A Lodging Allowance under these rules cannot be paid tax free in addition to the refund of any actual lodging expenses incurred.

TIP

It is good practice to get a lodging certificate completed with each claim. For ease of completion, Employers are encouraged to print the certificate on the reverse of the Operatives' claim/ time sheet.

Appendix D

Application for Lodging Allowance under the National Agreement of HVACP & DEI

Employer's Name

.....
.....

Employer's Address

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

Employee's Name

.....
.....

Date **Employers pay ref**

NIC No

To be completed by Employee

I certify that my permanent home address is

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

This is where I normally live. I would travel to work from this address if I had not been given work away from home. The distance I have to travel to the allocated project means that I will live away from home.

My temporary address is

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

My temporary site is at

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

I have been sent by my Employer to work at the above temporary place of work. I have had to incur additional living expenses by taking lodging at the above temporary address.

Yes

Appendix D

I have the following dependants living at my permanent address (wife/husband, partner of two years or more, civil partner, dependent child under 18). **(Names)**

.....

.....

.....

OR

I have no dependants, but I have to pay the cost of keeping up a permanent home in the UK while I work away on site. (For example, I pay rent or a mortgage, or the costs of gas, electricity, water and council tax to keep my home.)

Yes

Signed.....

I understand that if I sign this form and the statements made on it are not true, I may be liable for tax on the lodging/subsistence allowances paid to me. I agree to tell my employer and HM Revenue and Customs of any change which affect this statement.

Signed.....

Print Name.....

To be Signed by Employer

I confirm that the permanent address given above by (employee's name) is the address at which we understand they live and is being used as their home address for our personnel records.

Signed.....

Date.....

Role in Employer's company

.....

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 their own employees and their 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.

Appendix E

**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/her 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.

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- 7 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 spokesperson 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.
- 8 Once selected the representatives should be non-partisan and should take an unbiased view of the facts of the case presented to them.
- 9 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

- 10 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 spokespersons and witnesses from their respective parties to the dispute.
- 11 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:

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- i the time and place of the Local Conference
- ii the question in dispute (as jointly agreed in paragraph 4)
- iii the names of representatives of both sides of the Local Conference and the companies with whom they are employed
- iv the names of the spokespersons and witnesses from both parties to the dispute
- v the written statements of the case produced by both parties to the dispute (if available prior to the meeting).

Conduct of the Local Conference

- 12** The Local Conference shall elect one of its members, who may be from either side, to act as Chairperson.
- 13** All business of the Local Conference shall then be conducted through the Chair.
- 14** The duties of the Chairperson 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.
- 15** Unless otherwise agreed the Association official shall act as secretary to the Local Conference.
- 16** 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 spokesperson are permitted to be present during the submission of evidence and subsequent questioning. Chairperson may, however, exercise their discretion to hear submissions independently if it appears that proceedings will be disrupted if both parties are present

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- iii the spokesperson for the complainant should be invited to make a statement and then examined. It is often best for the first examination of spokesperson (and witnesses) to be conducted by the Chairperson (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 spokesperson for the complainant should then be invited to call their 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 spokesperson and witnesses for the other party to the dispute
- vi the Local Conference can ask spokesperson (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 spokesperson 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 spokesperson 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 spokespersons should be recalled to hear the decision of the Local Conference
- xi if necessary, the Local Conference should adjourn to obtain further evidence
- xii if the Local Conference cannot reach a decision the question may be referred to a National Conference.

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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:
 - 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 The Association and the Union, as the Parties to this Agreement, work together to maintain an effective employment framework for apprenticeships, which aim to:
 - a. ensure apprenticeships are attractive to those considering joining the industry,
 - b. retain apprentices through to completion of their apprenticeship,
 - c. deliver the competence that helps to maintain and improve the industry's productivity,
 - d. complement the Apprenticeship Policy Frameworks of Governments throughout the United Kingdom.
- 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 and Apprenticeships

- 4 It is a primary training objective that, through a high quality, directed training programme; Apprentices should achieve high-level nationally recognised qualifications and/or completion of a government approved apprenticeship in one of the disciplines covered by this National Agreement.
- 5 Normally, achievement of an NVQ Level 3 shall be preceded by a Level 2 qualification, where the qualification is available.

Access to Training

- 6 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

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- (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.

7 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 providers of training and assessment, 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;
- (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 provider of training 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 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:

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- (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 the NVQs, SVQs or Apprenticeship

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 (<https://www.ukstandards.org.uk/EN>) developed by BSE Skills, <https://bsekills.co.uk/> for occupations in Heating and Ventilating and Domestic Heating.

Each occupation follows specific pathways as follows:-

Region	Pathway Milestones*
England	NVQ Level 2 (Intermediate Apprenticeship) NVQ Level 3 (Advanced Apprenticeship) Level 2 Apprenticeship Standard Level 3 Apprenticeship Standard
Wales	NVQ Level 2 (Foundation Apprenticeship) NVQ Level 3 (Apprenticeship)
Scotland	SVQ Level 3 (Modern Apprenticeship)
Northern Ireland	NVQ Level 2 (Apprenticeships NI) NVQ Level 3 (Apprenticeships NI)

**These are the terms used in the relevant apprenticeship programmes.*

Full details of each pathway can be obtained from the BESA Academy website at <https://www.thebesa.com/training/apprenticeships>.

To successfully complete the Apprenticeships listed above, 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).

In England Apprenticeship Standards have been introduced to replace Apprenticeship Frameworks. Registrations for Apprenticeship Frameworks ceased in August 2020

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The Apprenticeship Standards require satisfactory completion of an assessment process at the end of the apprenticeship (End Point Assessment).

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 or equivalent to a 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 Level 2 or equivalent 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 relevant training programme), the Apprentice will be regarded as having fulfilled the Training and Assessment/Individual Learning Plan on completion of:
 - NVQ Level 2 or equivalent, in a relevant subject; and
 - specified Functional Skills (England), Essential Skills (Wales), **or** Essential and Key Skills (Northern Ireland);

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- iii However, the approach described in sub-sub-paragraph ii above is not available in Scotland because of the programme structure 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 or equivalent 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 BSE Craftsperson (see paragraph 21 of this Appendix).

Pay and Other Conditions of Modern Apprentices and Those Following an Apprenticeship

- 11** The hourly rates of pay and allowances 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:

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- (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.

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.

Duration of Contract of Employment

- 17** Apprentices shall be employed on a contract of service, which is not time-served.
- 18** 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/her apprenticeship programme.

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Employment Conditions if NVQ/SVQ Level 2/3 or Apprenticeship is not successfully completed

- 19** 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/SVQ Level 2

- 20** An Apprentice employed on a permanent contract of employment whose Training Agreement is terminated on successful completion of NVQ Diploma/SVQ Level 2 or equivalent will – after consultation with his/her Training Provider and with the agreement of his/her 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 Apprentices that, at this point in their development, they shall be re-graded as follows:

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

(b) **BSE 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**.

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Employment Conditions on Successful Completion of NVQ /SVQ Level 3 or equivalent

- 21** 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 will be eligible for re-grading as a BSE Craftsperson, 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 BSE Craftsperson, 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.

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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.

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Apprentice Signature: Print Name: Date:
.....

Apprentice Signature: Print Name: Date:
.....

Managing Agent/
Training Provider Signature Print Name: Date:
.....

Appendix H

Major Projects Agreement

The Major Projects Agreement – to which the Building Engineering Services Association and a number of other associations in the building services sector are signatory – is published separately and is available upon request from the Association’s Employment Affairs and Skills Department. The Major Projects Agreement came into effect on 6 February 2003 and is used only on projects which are formally ‘Designated’ by the Major Projects Agreement Forum.

The sections of the Agreement are:

- a the text of the Agreement itself;
- b The Objectives, Constitution and Terms of Reference of the Major Projects Agreement Forum;
- c Major Project Performance Payment;
- d The Association of Plumbing and Heating Contractors as signatory to the Major Projects Agreement; and
- e Membership and Terms of Reference for Stage 4 Panel Hearings.

Appendix I

Principal Alterations Incorporated in this Edition of the National Agreement

Clause Reference/ Note for Guidance (NFG)	Source of Change	Summary of Change
Page i and <i>passim</i>	Editorial updating	Updated year to 2021
Page iii and <i>passim</i>	JCC Letter 124	The words ' Building Services Engineering ' included as a prefix to all qualified National Agreement grades. Gender neutral terminology to describe the occupational titles in the Agreement
Page iv and <i>passim</i>	JCC Letter 124	The words ' Building Services Engineering ' included as a prefix to all qualified National Agreement grades. Gender neutral terminology to describe the occupational titles in the Agreement
Page viii and <i>passim</i>	Editorial updating	Updated page numbers in the contents.
Page 12 and <i>passim</i>	Editorial updating	'Notes for Guidance' relocated to follow on from each respective substantive Clause
Page 20	JCC Letter 124	Removal of Mate (aged 16 and 17) from the grading structure
Page 23	JCC Letter 124	Qualifying years' experience required to be re-graded as a Senior Craftsman reduced from five to three years
Page 78	Editorial updating	Closure of Welplan Holiday Pay Scheme (June 21)
Pages 81 – 83 (NFG)	JCC Letter 121 Editorial updating	Calculation of holiday pay Closure of Welplan Holiday Pay Scheme
Page 95	Editorial updating	Closure of Welplan Pensions Merge and relocate information regarding Notes for Guidance, Welfare facilities and Bereavement Leave
Appendix D	JCC 124	Updated information
Appendix G	Editorial updating	New revised Lodging Certificate Update the text and qualification titles
Appendix K	Editorial updating	Remove reference to 'holiday credits' Replace 'credit value category' with 'contribution category'
	JCC Letter 126 (revised)	Update hourly pay rates and allowances

Appendix J

National and Local Offices of the Union and the Association

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Appendix J

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BESA Regions

We have dedicated Regional Managers covering all corners of the UK who work on behalf of our members to help them through the process of becoming a member, ensure they maximize the benefits of the membership, facilitate training requirements and signposting members to other relevant group services.

To find out who your regional manager is simply email membership@thebesa.com

BESA Regions and Countries

BESA Scotland & Northern Ireland

BESA Cymru/ Wales

BESA East Midlands

BESA Eastern Counties

BESA Hertfordshire

BESA Kent

BESA London

BESA North East

BESA North West

BESA South & West Midlands

BESA South East

BESA South West

BESA Surrey & Sussex

BESA Wessex & Channel Islands

BESA Yorkshire

Appendix K

Wage Rates, Allowances and Other Provisions

RATES AND ALLOWANCES	From 7 October 2019 (JCC Letter 120 dated 2 July 2018)				From 4 October 2021				From 3 October 2022			
HOURLY WAGE RATES	£				£				£			
Building Services Engineering Supervisor	21.59				22.02				22.46			
Team Leader (formerly Foreman)	17.70				18.05				18.41			
Senior Craftsperson (+ Supervisory Responsibility and 2 Units of Responsibility Allowance)	16.94				17.28				17.62			
Senior Craftsperson (+ Supervisory Responsibility and 1 Unit of Responsibility Allowance)	16.37				16.69				17.02			
Senior Craftsperson (+ Supervisory Responsibility)	15.79				16.11				16.42			
Senior Craftsperson (+ 2 units of Responsibility Allowance)	15.79				16.11				16.42			
Senior Craftsperson (+ 1 unit of Responsibility Allowance)	15.21				15.51				15.82			
Senior Craftsperson	14.63				14.92				15.22			
Craftsperson (+ 3 units of Responsibility Allowance)	15.21				15.51				15.82			
Craftsperson (+ 2 units of Responsibility Allowance)	14.63				14.92				15.22			
Craftsperson (+ 1 unit of Responsibility Allowance)	14.05				14.33				14.62			
Craftsperson	13.47				13.74				14.02			
Installer	12.16				12.40				12.65			
Adult Trainee	10.25				10.46				10.67			
Mate (18 and over)	10.25				10.46				10.67			
Modern Apprentices												
Senior	12.16				12.40				12.65			
Intermediate	9.43				9.62				9.81			
Junior	6.65				6.78				6.92			
Junior Ductwork Trainees	Probation	1st	2nd	3rd	Probation	1st	2nd	3rd	Probation	1st	2nd	3rd
	£	£	£	£	£	£	£	£	£	£	£	£
	6.03	7.51	9.35	10.60	6.15	7.66	9.54	10.81	6.27	7.81	9.73	11.03

Appendix K

Wage Rates, Allowances and Other Provisions / Continued

<p>RESPONSIBILITY ALLOWANCES (paid to BSE SENIOR CRAFTSPERSON) – payment per hour – see Note 1</p> <p>(Each skill/responsibility attracts one unit of responsibility allowance at the value shown)</p> <ul style="list-style-type: none"> • Second welding skill • Gas responsibility – see Note 2 • Supervisory responsibility 	<p style="text-align: center;">58p 58p £1.16</p>	<p style="text-align: center;">59p 59p £1.18</p>	<p style="text-align: center;">60p 60p £1.20</p>
<p>RESPONSIBILITY ALLOWANCES (paid to CRAFTSPERSON) – payment per hour – see Note 1</p> <p>(Each skill/responsibility attracts one unit of responsibility allowance at the value shown)</p> <ul style="list-style-type: none"> • Second welding skill • Gas responsibility – see Note 2 • Supervisory responsibility 	<p style="text-align: center;">58p 58p £1.16</p>	<p style="text-align: center;">59p 59p £1.18</p>	<p style="text-align: center;">60p 60p £1.20</p>
<p>DAILY ABNORMAL CONDITIONS MONEY – £ per day</p>	<p style="text-align: center;">£3.45</p>	<p style="text-align: center;">£3.52</p>	<p style="text-align: center;">£3.59</p>
<p>LODGING ALLOWANCE –£ per night</p>	<p style="text-align: center;">£41.50 (JCC Letter 123 dated 18/10/19) Increase from 5.10.20 £41.70 (JCC Letter 125 dated 5/10/20)</p>	<p style="text-align: center;">£42.53</p>	<p style="text-align: center;">To be promulgated separately</p>
<p>MILEAGE ALLOWANCE – pence per Mile – see Note 3</p>	<p style="text-align: center;">25p</p>	<p style="text-align: center;">No Change</p>	<p style="text-align: center;">No change</p>

- Notes:**
- (1) In the table on the previous page, the various combinations of units of Responsibility Allowance as envisaged under Clause 8 of the National Agreement have been added to the hourly grade rate of the Operative concerned. For detailed guidance on the combinations of hourly grade rate and units of Responsibility Allowance envisaged under the Agreement, please refer to the matrix in the Note for Guidance to Clause 8 in this Agreement.
 - (2) See National Agreement Clause 8n
 - (3) Payable in accordance with paragraph 8 of Appendix D to the National Agreement

Appendix K

Wage Rates, Allowances and Other Provisions / Continued

DAILY TRAVELLING ALLOWANCE – SCALE 1 – Payable in accordance with Clause 15 b i of the National Agreement											
C = Craftsperson, including Installers M&A = Mates, Apprentices and Adult Trainees											
From 7 October 2019 <i>(JCC Letter 120 dated 2 July 2018)</i>				From 4 October 2021				From 3 October 2022			
Direct distance from centre to job in miles		£	£	Direct distance from centre to job in miles		£	£	Direct distance from centre to job in miles		£	£
Over	Not exceeding	C	M&A	Over	Not exceeding	C	M&A	Over	Not exceeding	C	M&A
0	15	7.69	7.69	0	15	7.84	7.84	0	15	8.00	8.00
15	20	10.51	10.11	15	20	10.72	10.31	15	20	10.93	10.52
20	30	14.93	13.95	20	30	15.23	14.22	20	30	15.53	14.50
30	40	18.10	16.71	30	40	18.46	17.04	30	40	18.83	17.38
40	50	21.39	19.44	40	50	21.82	19.83	40	50	22.26	20.23
DAILY TRAVELLING ALLOWANCE – SCALE 2 – Payable in accordance with Clause 15 b ii of the National Agreement											
C = Craftsperson, including Installers M&A = Mates, Apprentices and Adult Trainees											
From 7 October 2019 <i>(JCC Letter 120 dated 2 July 2018)</i>				From 4 October 2021				From 3 October 2022			
Direct distance from centre to job in miles		£	£	Direct distance from centre to job in miles		£	£	Direct distance from centre to job in miles		£	£
Over	Not exceeding	C	M&A	Over	Not exceeding	C	M&A	Over	Not exceeding	C	M&A
15	20	2.82	2.41	15	20	2.88	2.46	15	20	2.94	2.51
20	30	7.23	6.26	20	30	7.37	6.39	20	30	7.52	6.52
30	40	10.41	9.00	30	40	10.62	9.18	30	40	10.83	9.36
40	50	13.72	11.72	40	50	13.99	11.95	40	50	14.27	12.19

Appendix K

**Wage Rates, Allowances and Other Provisions:
Total Overtime Payments in Accordance with
National Agreement Clause 9**

National Agreement Grade and Allowance(s)	From 7 October 2019				
	<i>Basic rate for all hours</i>	<i>Premium Rate 1</i>	<i>Total Overtime Payment see Note 5</i>	<i>Premium Rate 2</i>	<i>Total Overtime Payment see Note 6</i>
	£	£	£	£	£
BSE Supervisor	21.59	8.83	30.42	17.63	39.22
BSE Team Leader (formally Foreman)	17.70	7.24	24.94	14.45	32.15
BSE Senior Craftsperson (+ Supervisory Responsibility and 2 units of Responsibility Allowance)	16.94	6.98	23.92	13.95	30.89
BSE Senior Craftsperson (+ Supervisory Responsibility and 1 unit of Responsibility Allowance)	16.37	6.76	23.13	13.49	29.86
BSE Senior Craftsperson (+ Supervisory Responsibility)	15.79	6.50	22.29	13.01	28.80
BSE Senior Craftsperson (+ 2 units of Responsibility Allowance)	15.79	6.50	22.29	13.01	28.80
BSE Senior Craftsperson (+ 1 unit of Responsibility Allowance)	15.21	6.22	21.43	12.50	27.71
BSE Senior Craftsperson	14.63	6.00	20.63	11.98	26.61
BSE Craftsperson (+ 3 units of Responsibility Allowance)	15.21	6.22	21.43	12.50	27.71
BSE Craftsperson (+ 2 units of Responsibility Allowance)	14.63	6.00	20.63	11.98	26.61
BSE Craftsperson (+ 1 unit of Responsibility Allowance)	14.05	5.73	19.78	11.49	25.54
BSE Craftsperson	13.47	5.51	18.98	10.98	24.45
BSE Installer	12.16	4.99	17.15	9.98	22.14
BSE Adult Trainee	10.25	4.19	14.44	8.39	18.64
BSE Mate (18 and over)	10.25	4.19	14.44	8.39	18.64
BSE Senior Modern Apprentice	12.16	4.99	17.15	9.98	22.14
BSE Intermediate Modern Apprentice	9.43	3.84	13.27	7.74	17.17
BSE Junior Modern Apprentice	6.65	2.71	9.36	5.49	12.14

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Appendix K

**Wage Rates, Allowances and Other Provisions:
Total Overtime Payments in Accordance with National
Agreement Clause 9 / Continued**

National Agreement Grade and Allowance(s)	From 4 October 2021				
	Basic rate for all Hours £	Premium Rate 1 £	Total Overtime Payment see Note 5 £	Premium Rate 2 £	Total Overtime Payment see Note 6 £
BSE Supervisor	22.02	9.01	31.03	17.98	40.00
BSE Team Leader (Formally Foreman)	18.05	7.38	25.43	14.74	32.79
BSE Senior Craftsperson (+ Supervisory Responsibility and 2 units of Responsibility Allowance)	17.28	7.12	24.40	14.23	31.51
BSE Senior Craftsperson (+ Supervisory Responsibility and 1 unit of Responsibility Allowance)	16.69	6.90	23.59	13.76	30.45
BSE Senior Craftsperson (+ Supervisory Allowance)	16.11	6.63	22.74	13.27	29.38
BSE Senior Craftsperson (+ 2 units of Responsibility Allowance)	16.11	6.63	22.74	13.27	29.38
BSE Senior Craftsperson (+ 1 unit of Responsibility Allowance)	15.51	6.34	21.85	12.75	28.26
BSE Senior Craftsperson	14.92	6.12	21.04	12.22	27.14
BSE Craftsperson (+ 3 units of Responsibility Allowance)	15.51	6.34	21.85	12.75	28.26
BSE Craftsperson (+ 2 units of Responsibility Allowance)	14.92	6.12	21.04	12.22	27.14
BSE Craftsperson (+ 1 unit of Responsibility Allowance)	14.33	5.84	20.17	11.72	26.05
BSE Craftsperson	13.74	5.62	19.36	11.20	24.94
BSE Installer	12.40	5.09	17.49	10.18	22.58
BSE Adult Trainee	10.46	4.27	14.73	8.56	19.02
BSE Mate (18 and over)	10.46	4.27	14.73	8.56	19.02
BSE Modern Apprentice	12.40	5.09	17.49	10.18	22.58
BSE Intermediate Modern Apprentice	9.62	3.92	13.54	7.89	17.51
BSE Junior Modern Apprentice	6.78	2.76	9.54	5.60	12.38

Notes: On next page

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**Wage Rates, Allowances and Other Provisions:
Total Overtime Payments in Accordance with
National Agreement Clause 9 / Continued**

National Agreement Grade and Allowance(s)	From 3 October 2022				
	Basic rate for all hours	Premium Rate 1	Total Overtime Payment see Note 5	Premium Rate 2	Total Overtime Payment see Note 6
	£	£	£	£	£
BSE Supervisor	22.46	9.19	31.65	18.34	40.80
BSE Team Leader (Formally Foreman)	18.41	7.53	25.94	15.03	33.43
BSE Senior Craftsperson (+ Supervisory Responsibility and 2 Units of Responsibility Allowance)	17.62	7.26	24.88	14.51	32.13
BSE Senior Craftsperson (+ Supervisory Responsibility and 1 Unit of Responsibility Allowance)	17.02	7.04	24.06	14.04	31.06
BSE Senior Craftsperson (+ Supervisory Responsibility)	16.42	6.76	23.18	13.54	29.96
BSE Senior Craftsperson (+ 2 units of Responsibility Allowance)	16.42	6.76	23.18	13.54	29.96
BSE Senior Craftsperson (+ 1 unit of Responsibility Allowance)	15.82	6.47	22.29	13.01	28.83
BSE Senior Craftsperson	15.22	6.24	21.46	12.46	27.68
BSE Craftsperson (+ 3 units of Responsibility Allowance)	15.82	6.47	22.29	13.01	28.83
BSE Craftsperson (+ 2 units of Responsibility Allowance)	15.22	6.24	21.46	12.46	27.68
BSEs Craftsperson (+ 1 unit of Responsibility Allowance)	14.62	5.96	20.58	11.95	26.57
BSE Craftsperson	14.02	5.73	19.75	11.42	25.44
BSE Installer	12.65	5.19	17.84	10.38	23.03
BSE Adult Trainee	10.67	4.36	15.03	8.73	19.40
BSE Mate (18 and over)	10.67	4.36	15.03	8.73	19.40
BSE Senior Modern Apprentice	12.65	5.19	17.84	10.38	23.03
BSE Intermediate Modern Apprentice	9.81	4.00	13.81	8.05	17.86
BSE Junior Modern Apprentice	6.92	2.82	9.74	5.71	12.63

- Notes:** (5) See Clauses 9f, 9g and 9h i of the National Agreement
(6) See Clause 9f and 9h i-iii of the National Agreement

Appendix K

**Wage Rates, Allowances and Other Provisions:
Welfare Benefits – Employee Benefits (except Pension)
and Welfare Contributions**

WEEKLY SICKNESS AND ACCIDENT BENEFIT – Payable in accordance with the Rules of Welplan and the Scheme Supplement to the National Agreement – see Note 7							
National Agreement Grade and Allowance(s)	Contribution Category	<i>From</i> 7 October 2019		<i>From</i> 4 October 2021		<i>From</i> 3 October 2022	
		Weeks 1-28 £	Weeks 29-52 £	Weeks 1-28 £	Weeks 29-52 £	Weeks 1-28 £	Weeks 29-52 £
BSE Supervisor	Y	404.81	202.44	412.88	206.49	421.13	210.62
BSE Team Leader (formally Foreman)	A	331.87	132.37	338.44	135.02	345.19	137.72
BSE Senior Craftsperson (+ Supervisory Responsibility and 2 Units of Responsibility Allowance)	Z	317.66	132.37	324.00	135.02	330.38	137.72
BSE Senior Craftsperson (+ Supervisory Responsibility and 1 Unit of Responsibility Allowance)	B	306.95	132.37	312.94	135.02	319.13	137.72
BSE Senior Craftsperson (+ Supervisory Responsibility)	C	296.03	109.90	302.06	112.10	307.88	114.34
BSE Senior Craftsperson (+ 2 units of Responsibility Allowance)	C	296.03	109.90	302.06	112.10	307.88	114.34
BSE Senior Craftsperson (+ 1 unit of Responsibility Allowance)	D	285.18	109.90	290.81	112.10	296.63	114.34
BSE Senior Craftsperson	E	274.33	109.90	279.75	112.10	285.38	114.34

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Wage Rates, Allowances and Other Provisions: Welfare Benefits – Employee Benefits (except Pension) and Welfare Contributions / Continued

WEEKLY SICKNESS AND ACCIDENT BENEFIT – Payable in accordance with the Rules of Welplan and the Scheme Supplement to the National Agreement – see Note 7							
National Agreement Grade and Allowance(s)	Contribution Category	<i>From</i> 7 October 2019		<i>From</i> 4 October 2021		<i>From</i> 3 October 2022	
		Weeks 1-28 £	Weeks 29-52 £	Weeks 1-28 £	Weeks 29-52 £	Weeks 1-28 £	Weeks 29-52 £
		BSE Craftsperson (+ 3 units of Responsibility Allowance)	d	285.18	109.90	290.81	112.10
BSE Craftsperson (+ 2 units of Responsibility Allowance)	e	274.33	109.90	279.75	112.10	285.38	114.34
BSE Craftsperson (+ 1 unit of Responsibility Allowance)	f	263.41	100.24	268.69	102.24	274.13	104.29
BSE Craftsperson	g	252.56	90.72	257.63	92.53	262.88	94.39
BSE Installer	h	194.39	72.45	209.98	73.90	215.98	75.38
BSE Adult Trainee	i	156.73	52.99	156.70	54.05	157.90	55.13
BSE Mate (18 and over)	i	156.73	52.99	156.70	54.05	157.90	55.13
BSE Senior Modern Apprentice	h	194.39	72.45	209.98	73.90	215.98	75.38
BSE Intermediate Modern Apprentice	j	137.41	52.99	137.41	54.05	140.00	55.13
BSE Junior Modern Apprentice	k	62.93	20.09	67.97	20.49	71.50	20.90

Appendix K

**Wage Rates, Allowances and Other Provisions:
Welfare Benefits and
Welfare Contributions / Continued**

OTHER WELFARE BENEFITS – Payable in accordance with the Rules of Welplan and the Scheme Supplement to the National Agreement – see Note 7			
	<i>From 7 October 2019</i>	<i>From 4 October 2021</i>	<i>From 3 October 2022</i>
DEATH BENEFIT FOR DEPENDANTS	<i>£66,000</i>	No Change	No Change
ACCIDENTAL DISMEMBERMENT	<i>£66,000</i>		
PERMANENT TOTAL DISABILITY BENEFIT	<i>£66,000</i>		
INDEX BENEFITS			
Loss of four fingers or thumb	<i>£9,700</i>		
Loss of index finger	<i>£6,400</i>		
Loss of any other finger	<i>£1,560</i>		
Loss of big toe	<i>£3,080</i>		
Loss of any other toe	<i>£1,040</i>		

Note: (7) 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.

Appendix K

Wage Rates, Allowances and Other Provisions: Welfare Benefits Welfare Contributions / Continued

WEEKLY VALUES AND WELFARE CONTRIBUTIONS				
National Agreement Grade and Allowance(s)	Contribution Category	<i>From 7 October 2019</i>		
		Weekly Holiday Credit - see Note 8	Combined Weekly Holiday Credit and Welfare Contribution - see Note 9	Combined Weekly Holiday Credit and Welfare Contribution plus Employers' Pension Contribution
		£	£	£
BSE Supervisor	Y	100.60	110.25	See page 152
BSE Team Leader (formally Foreman)	A	82.43	92.08	
BSE Senior Craftsperson (+ Supervisory Responsibility and 2 Units of Responsibility Allowance)	Z	78.87	88.52	
BSE Senior Craftsperson (+ Supervisory Responsibility and 1 Unit of Responsibility Allowance)	B	76.25	85.90	
BSE Senior Craftsperson (+ Supervisory Responsibility)	C	73.55	83.20	
BSE Senior Craftsperson (+ 2 units of Responsibility Allowance)	C	73.55	83.20	
BSE Senior Craftsperson (+ 1 unit of Responsibility Allowance)	D	70.84	80.49	
BSE Senior Craftsperson	E	68.12	77.77	
BSE Craftsperson (+ 3 units of Responsibility Allowance)	D	70.84	80.49	
BSE Craftsperson (+ 2 units of Responsibility Allowance)	E	68.12	77.77	
BSE Craftsperson (+ 1 unit of Responsibility Allowance)	F	65.45	75.10	
BSE Craftsperson	G	62.78	72.43	
BSE Installer	H	56.63	66.28	
BSE Adult Trainee	I	47.74	57.39	
BSE Mate (18 and over)	I	47.74	57.39	
BSE Senior Modern Apprentice	H	56.63	66.28	
BSE Intermediate Modern Apprentice	J	43.92	53.57	
BSE Junior Modern Apprentice	K	30.99	40.64	

Notes: See page 151

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Wage Rates, Allowances and Other Provisions: Welfare Benefits Welfare Contributions / Continued

WEEKLY VALUES AND WELFARE CONTRIBUTIONS			
National Agreement Grade and Allowance(s)	From 4 October 2021		
	Contribution Category	Weekly Welfare Contribution - see Note 8	<i>Employers' and Employee's Pension Contributions</i>
		£	£
BSE Supervisor	y	9.98	See page 153
BSE Team Leader (formally Foreman)	A		
BSE Senior Craftsperson (+ Supervisory Responsibility and 2 Units of Responsibility Allowance)	Z		
BSE Senior Craftsperson (+ Supervisory Responsibility and 1 Unit of Responsibility Allowance)	B		
BSE Senior Craftsperson (+ Supervisory Responsibility)	C		
BSE Senior Craftsperson (+ 2 units of Responsibility Allowance)	C		
BSE Senior Craftsperson (+ 1 unit of Responsibility Allowance)	D		
BSE Senior Craftsperson	E		
BSE Craftsperson (+ 3 units of Responsibility Allowance)	D		
BSE Craftsperson (+ 2 units of Responsibility Allowance)	E		
BSE Craftsperson (+ 1 unit of Responsibility Allowance)	F		
BSE Craftsperson	G		
BSE Installer	H		
BSE Adult Trainee	I		
BSE Mate (18 and over)	I		
BSE Senior Modern Apprentice	H		
BSE Intermediate Modern Apprentice	J		
BSE Junior Modern Apprentice	K		

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Wage Rates, Allowances and Other Provisions: Welfare Benefits Welfare Contributions / Continued

WEEKLY VALUES AND WELFARE CONTRIBUTIONS			
National Agreement Grade and Allowance(s)	3 October 2022		
	Contribution Category	Weekly Welfare Contribution—see Note 8	<i>Employers' and Employee's Pension Contributions</i>
		£	£
BSE Supervisor	Y	10.07	See page 154
BSE Team Leader (formally Foreman)	A		
BSE Senior Craftsperson (+ Supervisory Responsibility and 2 Units of Responsibility Allowance)	Z		
BSE Senior Craftsperson (+ Supervisory Responsibility and 1 Unit of Responsibility Allowance)	B		
BSE Senior Craftsperson (+ Supervisory Responsibility)	C		
BSE Senior Craftsperson (+ 2 units of Responsibility Allowance)	C		
BSE Senior Craftsperson (+ 1 unit of Responsibility Allowance)	D		
BSE Senior Craftsperson	E		
BSE Craftsperson (+ 3 units of Responsibility Allowance)	D		
BSE Craftsperson (+ 2 units of Responsibility Allowance)	E		
BSE Craftsperson (+ 1 unit of Responsibility Allowance)	F		
BSE Craftsperson	G		
BSE Installer	H		
BSE Adult Trainee	I		
BSE Mate (18 and over)	I		
BSE Senior Modern Apprentice	H		
BSE Intermediate Modern Apprentice	J		
BSE Junior Modern Apprentice	K		

Notes: See page 151

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- Notes:** (8) Welplan no longer administer a centrally operated industry holiday scheme. Please visit www.gov.uk for information on how to calculate holiday entitlement and pay or contact employment. affairs@theBESA.com (020 7313 4900)
- (9) 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.

Appendix K

Pension Provisions – Contractual Employer and Employee Pension Contributions

WEEKLY PENSION CONTRIBUTIONS – EMPLOYERS’ AND EMPLOYEE CONTRIBUTIONS – see Notes 10 and 11 below				
National Agreement Grade and Allowance(s)	Contribution Category	<i>From 7 October 2019</i>		
Pension Contribution Rate – Percentage of pre-tax basic pay (hourly rate x 37½): Employer Employee		5%		
		4%		
		Employer Contribution £	Employee Contribution £	Total Contribution £
BSE Supervisor	Y	40.49	32.39	72.88
BSE Team Leader (formally Foreman)	A	33.19	26.55	59.74
BSE Senior Craftsperson (+ Supervisory Responsibility and 2 Units of Responsibility Allowance)	Z	31.77	25.41	57.18
BSE Senior Craftsperson (+ Supervisory Responsibility and 1 Unit of Responsibility Allowance)	B	30.70	24.56	55.26
BSE Senior Craftsperson (+ Supervisory Responsibility)	C	29.61	23.69	53.30
BSE Senior Craftsperson (+ 2 units of Responsibility Allowance)	c	29.61	23.69	53.30
BSE Senior Craftsperson (+ 1 unit of Responsibility Allowance)	d	28.52	22.82	51.34
BSE Senior Craftsperson	e	27.44	21.95	49.39
BSE Craftsperson (+ 3 units of Responsibility Allowance)	d	28.52	22.82	51.34
BSE Craftsperson (+ 2 units of Responsibility Allowance)	e	27.44	21.95	49.39
BSE Craftsperson (+ 1 unit of Responsibility Allowance)	f	26.35	21.08	47.43
BSE Craftsperson	g	25.26	20.21	45.47
BSE Installer	h	22.80	18.24	41.04
BSE Adult Trainee	i	19.22	15.38	34.60
BSE Mate (18 and over)	i	19.22	15.38	34.60
BSE Senior Modern Apprentice	h	22.80	18.24	41.04
BSE Intermediate Modern Apprentice	j	17.69	14.15	31.84
BSE Junior Modern Apprentice	k	12.47	9.98	22.45

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Appendix K

Pension Provisions – Contractual Employer and Employee Pension Contributions

<i>WEEKLY PENSION CONTRIBUTIONS – EMPLOYERS’ AND EMPLOYEE CONTRIBUTIONS – see Notes 10 and 11 below</i>				
National Agreement Grade and Allowance(s)	Contribution Category	<i>From 4 October 2021</i>		
Pension Contribution Rate – Percentage of pre-tax basic pay (hourly rate x 37½): Employer Employee		5%		
		4%		
		Employer Contribution £	Employee Contribution £	Total Contribution £
BSE Supervisor	y	41.29	33.03	74.32
BSE Team Leader (formally Foreman)	a	33.84	27.08	60.92
BSE Senior Craftsperson (+ Supervisory Responsibility and 2 Units of Responsibility Allowance)	z	32.40	25.92	58.32
BSE Senior Craftsperson (+ Supervisory Responsibility and 1 Unit of Responsibility Allowance)	b	31.29	25.04	56.33
BSE Senior Craftsperson (+ Supervisory Responsibility)	c	30.21	24.17	54.38
BSE Senior Craftsperson (+ 2 units of Responsibility Allowance)	c	30.21	24.17	54.38
BSE Senior Craftsperson (+ 1 unit of Responsibility Allowance)	d	29.08	23.27	52.35
BSE Senior Craftsperson	e	27.98	22.38	50.36
BSE Craftsperson (+ 3 units of Responsibility Allowance)	d	29.08	23.27	52.35
BSE Craftsperson (+ 2 units of Responsibility Allowance)	e	27.98	22.38	50.36
BSE Craftsperson (+ 1 unit of Responsibility Allowance)	f	26.87	21.50	48.37
BSE Craftsperson	g	25.76	20.61	46.37
BSE Installer	h	23.25	18.60	41.85
BSE Adult Trainee	i	19.61	15.69	35.30
BSE Mate (18 and over)	i	19.61	15.69	35.30
BSE Senior Modern Apprentice	h	23.25	18.60	41.85
BSE Intermediate Modern Apprentice	j	18.04	14.43	32.47
BSE Junior Modern Apprentice	k	12.71	10.17	22.88

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Pension Provisions – Contractual Employer and Employee Pension Contributions Continued

WEEKLY PENSION CONTRIBUTIONS – EMPLOYERS' AND EMPLOYEE CONTRIBUTIONS – see Notes 10 and 11 below				
National Agreement Grade and Allowance(s)	Contribution Category	<i>From 3 October 2022</i>		
Pension Contribution Rate – Percentage of pre-tax basic pay (hourly rate x 37½%): Employer Employee		5%		
		4%		
		Employer Contribution £	Employee Contribution £	Total Contribution £
BSE Supervisor	Y	42.11	33.69	75.80
BSE Team Leader (formally Foreman)	A	34.52	27.62	62.14
BSE Senior Craftsperson (+ Supervisory Responsibility and 2 Units of Responsibility Allowance)	Z	33.04	26.43	59.47
BSE Senior Craftsperson (+ Supervisory Responsibility and 1 Unit of Responsibility Allowance)	B	31.91	25.53	57.44
BSE Senior Craftsperson (+ Supervisory Responsibility)	C	30.79	24.63	55.42
BSE Senior Craftsperson (+ 2 units of Responsibility Allowance)	C	30.79	24.63	55.42
BSE Senior Craftsperson (+ 1 unit of Responsibility Allowance)	D	29.66	23.73	53.39
BSE Senior Craftsperson	E	28.54	22.83	51.37
BSE Craftsperson (+ 3 units of Responsibility Allowance)	D	29.66	23.73	53.39
BSE Craftsperson (+ 2 units of Responsibility Allowance)	E	28.54	22.83	51.37
BSE Craftsperson (+ 1 unit of Responsibility Allowance)	f	27.41	21.93	49.34
BSE Craftsperson	g	26.29	21.03	47.32
BSE Installer	H	23.72	18.98	42.70
BSE Adult Trainee	I	20.01	16.01	36.02
BSE Mate (18 and over)	L	20.01	16.01	36.02
BSE Senior Modern Apprentice	H	23.72	18.98	42.70
BSE Intermediate Modern Apprentice	J	18.39	14.72	33.11
BSE Junior Modern Apprentice	K	12.98	10.38	23.36

Notes: see next page

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Notes: (10) The introduction of an Employee Pension Contribution from 3 October 2016 will require the Total Pension Contribution (i.e., Employer and Employee Contributions) to be paid separately from the Welfare Contribution shown on pages 148 – 150. Further detail about payment methods are available from:

Welfare Contributions:
Welplan Ltd
Old Mansion House
Eamont Bridge, Penrith
Cumbria, CA10 2BX

Tel: 01768 860404
Website: www.welplan.co.uk

Pension Contributions (Employer and Employee):
Smart Pensions Tel 0333 666 2626
Website: www.smartpension.co.uk

(11) The weekly Employer Pension Contribution included in the Total Contribution shown in this Table applies only where the Employee is paid strictly in accordance with the basic weekly hours (37½) and hourly rates set out in this National Agreement.

Appendix L

Employer and Employee Pension Contribution Rates under the Pension Provisions of the National Agreement

The Table below shows the agreed combined pension contribution rates to be made under the terms of the National Agreement as agreed between the Association and the Union:

Date	5 Feb 2018	1 Oct 2018	1 April 2019	4 October 2021	3 October 2022
Employer Pension Contribution ⁽¹⁾	5%	5%	5%	5%	5%
Employee Pension Contribution ⁽¹⁾	2¼%	3%	4%	4%	4%
Combined Pension Contribution ⁽¹⁾	7¼%	8%	9%	9%	9%

Notes: (1) All Pension Contribution rates in the above Table indicate percentage of pre-tax basic pay for a standard 37½ hour week.



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