



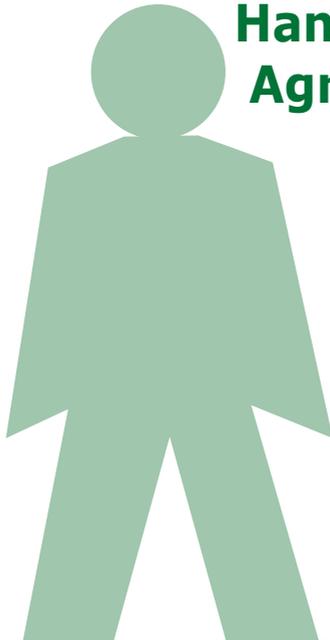
**STAFF SALARY
AGREEMENT**



**Handbook of
Agreements**



Representing the best in electrical
engineering and building services



**NATIONAL JOINT COUNCIL
FOR
ENVIRONMENTAL ENGINEERS
AND ALLIED STAFFS**

HANDBOOK OF AGREEMENTS

Salaries and other
Conditions of Employment of
Technical, Supervisory,
Administrative and allied personnel

employed in the

ENVIRONMENTAL ENGINEERING INDUSTRY

**(Last updated June 2019,
with amendments up to and including
National Joint Council Promulgation 2/18)**

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

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

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PART I – GENERAL

- 1.** The National Joint Council for Environmental Engineers and Allied Staffs was established by agreement (to be referred to as 'The Agreement') made on the 28th September 1972, between the Electrical Contractors' Association; Electrical Contractors' Association of Scotland (no longer a Party to the Agreement); Heating and Ventilating Contractors' Association (now known as the Building Engineering Services Association); National Association of Plumbing, Heating and Mechanical Services Contractors (no longer a Party to the Agreement); and the Electrical Electronic Telecommunication and Plumbing Union (now known as the Electrical and Engineering Staff Association (EESA) – a section of Unite the Union, as set out at Appendix A.
- 2.** For the purpose of the Agreement:
 - (a) The Building Engineering Services and Electrical Contracting Industries are to be collectively designated as the 'Environmental Engineering Industry' (EEI).
 - (b) The Electrical and Engineering Staff Association (EESA) – a section of Unite the Union – is to be referred to as the 'Staff Association'.
 - (c) The National Joint Council for Environmental Engineers and Allied Staffs is to be referred to as the 'National Joint Council' (NJC).
- 3.** The salaries and other terms and conditions of service set out in this booklet are those which have been agreed from time to time between the parties to, and in accordance with the Constitution agreed for, the National Joint Council as set out at Appendix B.
- 4.** The rates shown are those currently applicable at the time of reprinting the Handbook of Agreements but these rates may be subject to revision from time to time by agreement between the Parties.
- 5.** The salaries and other terms and conditions of service set out in this Handbook of Agreements apply to technical, supervisory, administrative and allied personnel employed in the Industry.
- 6.** Those terms and conditions of service which relate to salary levels and other entitlements are to be regarded as minima only. Nothing within this Agreement will preclude Inland Revenue-approved Profit-Related Pay (PRP) schemes being agreed between employers and employees. Employers will consult with the Staff Association where it is recognised for collective bargaining purposes.
- 7.** The term 'employer' referred to throughout the booklet means any company, partnership or individual represented by one of the Associations of Employers party to the Agreement.
- 8.** The term 'staff' means technical, supervisory, administrative and allied personnel employed by an employer and to whom the Agreement applies.

PART II – SALARIES

9. Grading of Jobs and Salaries

Staff covered by the Agreement are to be graded in accordance with the EEI Job Evaluation/Grading Scheme (see separate Guidance Notes).

Grade Salaries – General Principles

This Agreement makes provision for two salary levels for each of the Grades A to F.

The **Grade Minimum Salary** is to be regarded as an absolute minimum salary and will especially apply to new or inexperienced staff employees.

The **Guide Salary for a Fully Competent Employee** is intended to be an *indicator* of the salary payable to an employee who is consistently meeting the full requirements of the job, subject to the salary guidance which is given below.

The National Joint Council believes that this approach is best suited to the varied circumstances of the many employers within the industry. Staff should progress beyond the Grade Minimum Salary based on regular assessment of job performance by each employer. The performance and assessment methods and systems used by employers should take due account of the agreed NJC Joint Guidance Note on Developing, Implementing and Using Formalised Performance Management and Appraisal Methods and Systems (see page 45).

The current salary levels are shown in Appendix H (page 23-24).

Guidance concerning the application of the two salary levels is given below.

Salary Guidance

Grade Minimum Salary

A staff employee shall receive – at the time of initial employment, promotion or job regrading – a salary that is at least equivalent to the Grade Minimum Salary for the evaluated grade for their job description.

The normal starting salary at the time of initial employment is the Grade Minimum Salary for the evaluated grade for the job description, especially for new or inexperienced employees. However, a higher starting salary may apply to those who possess all the necessary qualifications, skills, capability and sufficient experience to become proficient in the job in very little time.

Subsequent salary progression shall be at the discretion of the employer and will usually be based on staff appraisal/performance assessment. Salary progression will especially be considered for those staff employees who, because they were new or inexperienced employees, commenced at the Grade Minimum Salary and who have subsequently been judged to be demonstrating increased skill and proficiency in the current job.

Guide Salary for Fully Competent Employees

This approach is an *indicator* of the salary payable to an employee who is assessed by the employer as being fully competent and who is consistently meeting all requirements of the job. As an indicator, the Parties to the Agreement recognise that the Agreement confers no prescriptive or contractual entitlement to a salary at this level. The actual salary to be paid in any case will be assessed by employers taking account of the general principles of this Agreement and of all relevant factors.

Junior Staff

Salaries for junior staff aged 16 and 17 (excluding Student Engineers – see Clause 11(a)) are to be 80% of the Grade Minimum Salary.

Part-Time Staff – Grading and Salaries

The jobs of permanently employed part-time staff working less than the normal hours of the office in which they are employed are to be graded in accordance with the EEI Job Evaluation/Grading Scheme. Such staff are to be paid the salary that would apply if they were employed on a full-time basis, in accordance with the salary guidance above, but calculated pro rata for hours worked.

10. London Weighting Allowance

London Weighting Allowance is to be paid in addition to salary to staff employed from offices or other establishments within and including the M25 London orbital motorway, subject to the following conditions:

Staff employed from offices or other establishments outside the qualifying area, but temporarily working inside, shall not qualify for the Allowance but may receive lodging/subsistence allowance (Clause 20) to cover expenses associated with working away from their home, base office or establishment.

The amount of the London Weighting Allowance is agreed from time to time by the National Joint Council and is set out in Appendix H (page 23-24).

11. Student Engineers

(a) Minimum Annual Salaries

With effect from 1 September 2013, salary progression for Student Engineers is linked to progress towards, and successful completion of, both National and Higher National Certificates (and related academic qualification milestones), in conjunction with the completion of relevant higher-level NVQs. This replaced the former year-of-training based pay structure.

The current minimum salaries of Student Engineers are shown in Appendix I (page 24-25).

On satisfactory completion of training, Student Engineers are to be appointed to a substantive job, graded in accordance with the provisions of the EEI Job Evaluation/Grading Scheme.

(b) Revision Leave

It is recognised that Student Engineers may require time off work for examination revision purposes or for completion and submission of course-based assignments. Employers will, where possible, make adjustments to workload at such times as well as granting reasonable requests for special paid leave for these purposes from staff undergoing training as a Student Engineer. Alternatively, employers may allow Student Engineers to revise or complete assignments during the normal working day and at the workplace so they may utilise company facilities.

(c) Other terms and conditions of employment

With the exception of the provisions of Clause 11 (a to b) above, the remainder of the provisions of this Handbook apply to Student Engineers.

PART III – OTHER CONDITIONS OF EMPLOYMENT

12. Hours of Duty

The normal working hours of staff covered by the Agreement are not to exceed a maximum of 36½ per week. The NJC has reviewed the provisions of this Handbook of Agreements to reflect the requirements and permitted flexibilities available under the Working Time Regulations 1998 and have concluded a Flexibility Agreement – see Appendix J.

Nothing within this Agreement will preclude annualised hours schemes being agreed between employers and employees, taking account of local circumstances and operational requirements. Employers will consult with EESA where it is recognised for collective bargaining purposes.

13. Annual Leave

The annual leave entitlement of staff covered by the Agreement is to be not less than a total of 22 working days in any complete leave year, in addition to Bank and Public Holidays. In addition, employees with three years' company service are entitled to a further three working days, thus giving not less than 25 working days holiday for those employees in any complete leave year.

Employees with ten years' company service are entitled to not less than 26 working days holiday in any complete leave year. The Parties have agreed that this benefit should be covered by a business needs exception – as provided for in the Employment Equality (Age) Regulations 2006 – as they intend and believe that the benefit fulfils the business needs of encouraging loyalty and motivation and rewarding experience.

The "leave year" shall be a period of 12 full calendar months. The timing of the leave year shall be at the sole discretion of the employer, but shall be fixed in advance and notified to staff accordingly.

(a) *Annual Leave Entitlement in First and Final Years of Service, and in Years when Three or Ten Years' Service is completed*

The annual leave entitlement of staff covered by the Agreement in the first and final years of service and in the year when three or ten years' Company service is completed, is to be in accordance with the following formula:

Working days leave for each complete calendar month of continuous Company Service

<i>Prior to completion of 3 years' continuous Company Service</i>	<i>After 3 years' continuous Company Service</i>	<i>After 10 years' continuous Company Service</i>
One and five-sixths	Two and one-twelfth	Two and one-sixth

(b) *Entitlement to Pay in lieu of Annual Leave not taken at Termination of Employment*

Where staff at the termination of their employment have outstanding holiday entitlement owing to them, this shall be paid by the employer, calculated in accordance with the formula above, provided the staff member concerned has given the employer the full contractual notice period, subject to the following conditions:

(i) Annual leave brought forward by agreement with the employer from the previous annual leave year may be included in the calculation if the employee was prevented from taking his full annual leave entitlement at the time concerned because of the employer's operational requirements.

Where staff at the termination of employment have taken annual leave in excess of their accrued entitlement, the employer will have discretion to recoup the amount owing calculated on the same basis described above, by making a deduction as appropriate from the final salary.*

Where a payment in lieu of accrued pro rata leave entitlement not taken at the termination of employment is made in accordance with a provision in the employment contract, that payment constitutes an "emolument" of the employment, and tax and National Insurance Contributions should be deducted in the usual way.

* *Employers are reminded that unless their individual contracts of employment include a clause allowing for such a deduction from final salary, it is likely to constitute an unlawful deduction from salary under the Employment Rights Act 1996.*

14. Public Holidays

Staff covered by the Agreement are to be entitled, as a minimum, to 8 Bank and Public Holidays per year, to be taken on the recognised holiday for the locality.

14A Payment for Bank and Public Holiday Working

Staff covered by the Agreement who are required to work on Bank or Public Holidays shall be paid at a rate of plain time and one half for all hours worked on such days or equivalent compensatory leave by agreement.

15. Overtime

Work in excess of normal hours of duty per week is to be discouraged, but where organised and approved overtime working is unavoidable, one of the following arrangements is to apply to staff covered by the Agreement (except in the case of staff in Grades E and F whose salary rates are inclusive of payment for overtime, and subject to Clause 15(a):

- (i) Overtime worked up to a maximum of four hours from Monday morning to Saturday noon in any week to be paid at plain time rate and overtime worked in excess of this or on Saturday afternoon or on Sunday to be paid at plain time and one half; **or**
- (ii) Compensatory leave on an equivalent basis to overtime payment, as mutually agreed, as an alternative to payment; **or**
- (iii) Where mutual agreement is reached, a single premium rate to be paid at plain time and one third payable from the first hour of overtime for all overtime working.

Notes

For the purpose of Clause 15 above:

- (i) Calculation of overtime and occasional half hour

Occasional extra time of less than half an hour on any day shall not count as overtime. All overtime shall be aggregated for each week and only completed hours paid for.

- (ii) Overtime on lodging jobs

When staff work away from home on lodging jobs, payment for overtime will not be made merely on account of time spent away from home, but only for time worked in excess of normal hours at a properly appointed place of work.

15A Payment for Special Overtime Working Grades E and F

Whilst, under the existing Agreement, payment for overtime is excluded for staff in Grades E and F who are generally engaged in a managerial role, in cases where such staff, not normally working extended hours, are required to undertake regularly rostered overtime working, overtime payment may be made in accordance with Clause 15 above.

16. Higher Grade Duty – Payment

A staff employee covered by the Agreement who is required to deputise in a higher graded job during sickness or other absence, or in a vacancy in a higher graded job, is to be entitled to payment at the minimum salary rate for the higher job covered after three months in, and thereafter for the duration of, tenure of the higher graded job.

17. Payment for Site Supervisory Responsibility

Any staff employee below Grade E required to have supervisory responsibility for site foremen is to be paid at a rate of at least £2,500 per year above the minimum salary for his grade during the period he is undertaking such supervisory responsibility.

18. Staff Engaged on Large Sites where Special Conditions Obtain

It is recognised by the National Joint Council that on sites where the conditions of employment justify, employers should give consideration to the payment of a site allowance – in addition to the minimum grade salary – to staff who are employed on the site on a full-time basis.

The allowance should take the form of a lump sum payment calculated on an hourly basis, to be paid progressively each month with salary.

The allowance should cease when the individual concerned leaves the site; it should not be integrated with salary and should not count towards pension scheme contributions.

In computing the amount of the allowance, the following factors can be taken into account:

- (a) Whether the responsibilities of the site appointment are such as to warrant either a temporary or permanent increase in the basic salary of the staff employee concerned. In the former case the increase would form part of the site allowance.
- (b) Does the site appointment mean the individual incurring additional travelling expenses or additional travelling time? If so, a suitable sum to compensate for this should be included in the site allowance.
- (c) Is overtime being worked on the site and is the staff employee concerned required to work the extended hours? As necessary, an allowance for average overtime over the year, based on the overtime provision in Clause 15, should be incorporated in the site allowance.
- (d) Are the office accommodation and overall conditions on site less favourable than in the company offices? If so, a sum should be added to the site allowance to compensate for this.
- (e) Whether special arrangements are in place at the site concerned aimed at improvements in the productivity of the workforce and in the performance of the project.

19. Payment for Work in Unsocial Hours

(a) Night Work

Staff employees covered by the Agreement who are required in the course of their duties to work between 8:00pm and 6:00am, are to be paid an additional payment equivalent to one-fifth of the standard basic hourly rate of salary for any such hour worked.

(b) Weekend Working

Staff employees covered by the Agreement whose normal working hours are spread over a six or seven day week, or who work in shifts involving regular weekend working, are to be paid a premium of one-fifth of the standard basic hourly rate of salary for any such hour worked on Saturdays, Sundays, and/or Public Holidays not otherwise attracting payment at more than the standard basic salary rate.

Notes

(i) The provisions in (a) and (b) above apply only to staff in Grade D and below.

(ii) The payments under (a) above can be paid in addition to any overtime premium for hours worked between 8:00pm and 6:00am.

(iii) Any payments under (a) and (b) above are not to be added to the basic salary rate for calculation of overtime premium purposes.

20. Site Working and Lodging

Staff covered by the Agreement are entitled to suitable accommodation when required to work away from home, and the expenses so incurred are reimbursed in full by the employer on presentation of valid receipts. It is understood by the Parties to the Agreement that circumstances will arise where employees may be reasonably expected to transfer to other places of work which may require additional travelling and/or temporary residence away from home, in line with business and operational requirements.

Additional travelling

Where staff who do not normally work on site are assigned to a site job that necessitates additional travelling, employers should give consideration to the payment of an additional travelling allowance.

In computing the amount of the allowance, the following conditions should be taken into account:

- (i) The assignment to a site job lasts continuously for at least one month.*
- (ii) It is agreed by management in any particular case that lodging is not required.*
- (iii) The additional daily travelling (i.e. over and above the normal home to office journey) is greater than 1½ hours each way.*
- (iv) The allowance is not paid for journeys (or part journeys) undertaken during normal working hours.*

The allowance should take the form of a lump sum payment calculated on a daily basis. It should not be integrated with salary and should not count towards pension scheme contributions.

21. Sick Pay

All staff employees covered by the Agreement and with three months continuous service or more with their present employer are entitled to paid sick leave, payable from the fourth working day of sickness absence, subject to the following conditions:

- (a) The amount of Sick Pay is to be the amount of the employee's full net salary (that is, basic salary less income tax, NI contributions and any bonus, overtime or other enhanced payments) less the amount of any Statutory Sick Pay to which the employee is entitled.
- (b) For staff employees with eighteen months' or more continuous service with their present employer, Sick Pay is to be payable for a period of up to eighteen weeks less any periods of paid sick leave with their present employer within the preceding two years.
- (c) For staff employees with more than three months but less than eighteen months' continuous service with their present employer, Sick Pay is to be payable for a period of up to six weeks, and thence for one additional week for each additional month's service up to eighteen months.
- (d) Staff employees with contractual hours less than 36½ per week shall be entitled to paid sick leave in proportion to the hours worked or whatever method of salary measurement is used, e.g. days worked.

Qualifications

- (i) Paid sick leave is to be supported by self-certification for periods of sickness absence up to 7 days, and by a doctor's certificate for periods in excess of 7 days.
- (ii) Sick Pay is to operate from the fourth day of the sickness absence.
- (iii) Certificated sickness during annual leave is to qualify for Sick Pay.
- (iv) The five working days Monday to Friday including Public Holidays are to count as part of the 'week' for sick entitlement purposes.
- (v) The amount of Statutory Sick Pay to be offset against Sick Pay, is to be that to which the employee is entitled and of which he or she should advise the employer as necessary.
- (vi) An employer is to have the right to retain an existing company Sick Pay Scheme if its provisions are not less favourable overall than those detailed above.
- (vii) An employer is to have the right to arrange for an independent medical examination and statement in respect of a staff employee covered by the Agreement.

22. Death Benefit

On the death from whatever cause or at any time of a staff employee in the Environmental Engineering Industry covered by the Agreement, the employer is to be liable for the payment of a benefit as set out in Appendix H (page 23-24), as follows:

(a) Any lump sum payment made in respect of the death of the employee in accordance with the provisions of an existing company retirement benefits scheme or agreed Employers' Association death benefits scheme will discharge the employer's obligation either wholly or, if the amount due under the scheme is less than the sum specified in Appendix H (page 23-24), in part.

(b) Where the payment or part of the payment is made by an employer other than in accordance with the provisions of an existing company retirement benefits scheme or agreed Employers' Association death benefits scheme, at the request of the employee either one of the following arrangements will apply:

(i) The payment is to be made to the employee's personal legal representative; or

(ii) The employee may nominate in writing a person or persons to receive payment of death benefit and, if such nomination is made, payment to the nominee will discharge the employer's obligation under this clause. Such nomination by an employee shall be binding on the employer.

Where a nomination has been made but the nominee is deceased or legally incapacitated, then payment made to the employee's legal personal representatives by the employer will discharge the employer's obligation under this clause.

(c) For staff employees with contractual hours less than 36½ per week, employers shall be liable for payment of the benefit in proportion to the hours worked. Where an employer normally discharges his liability under this clause in accordance with the provisions of an existing company retirement benefits scheme or agreed Employers' Association death benefits scheme and, if that scheme makes no, or inferior, provision for payment of Death Benefit to staff employees with contractual hours less than 36½ per week, then the employer shall be liable for payment of Death Benefit at the appropriate proportionate rate in accordance with the above provisions, whether for the full proportionate amount or for such amount as may be necessary to supplement the amount that may be payable under an existing company retirement benefits scheme or agreed Employers' Association death benefits scheme.

23. Medical Health Insurance

All staff employees covered by the Agreement, with at least 18 months' continuous service with their present employer, are to be entitled, at their employer's expense, to private hospitalisation treatment, known as the Medical Health Insurance Scheme, on a broadly comparable basis to the principles of the NJC scheme as originally agreed with BUPA dated 7th October 1980.

Whilst it is the intention of the Parties to the Agreement that employers should make available membership of the Medical Health Insurance Scheme, if any staff employees decline membership of the scheme they disqualify themselves from benefit under the scheme.

24. Health screening

All staff employees covered by the Agreement of 40 years of age and over and with at least 18 months' continuous service with their present employer are to be entitled, at their employer's expense, to a health screening facility once every three years. This will consist of a clinical consultation and examination, with a range of tests, in accordance with an indicative specification agreed by the NJC. This specification may be varied by the providers from time to time.

In the light of the Employment Equality (Age) Regulations 2006, the Parties have agreed that the purpose of the screening provided and the range of tests used enables this benefit provision to continue unchanged, as it ought to be able to be objectively justified in accordance with the Regulations. The basis of this justification is related to the aim of the health assessments that are looking for *active* disease in older people, rather than assessing *risks* of disease in younger people. The aim is therefore to protect the health and welfare of older workers.

25. Supplementary Provisions

- (a) *Grievances*: In cases where a staff employee covered by the Agreement wishes to raise any matter affecting the terms of his employment, the procedure set out under Clause 6 of the Procedure Agreement (see Appendix A – page 14-15) should be followed.
- (b) *Appeals against grading*: In cases where staff employees covered by the Agreement are not satisfied with their grading under the EEI Job Evaluation/Grading Scheme they have the right of appeal in accordance with the Appeals Procedure set out at Appendix D (page 19-21).
- (c) *Interpretation*: Questions arising out of the application or interpretation of the agreed provisions set out in this booklet shall be dealt with in accordance with Clause 6 (Grievance Procedure) of the Procedure Agreement (see Appendix A – page 14-15).

PART IV – APPENDICES

Appendix A

Procedure Agreement for Environmental Engineers and Allied Staffs dated 28th September 1972

This Procedure Agreement establishes formal negotiating machinery for the technical, supervisory, administrative and allied personnel employed in the Environmental Engineering Industry (hereinafter termed the 'Industry').

The Parties to the Agreement recognise that good relations between management and employees are essential for the successful operation of the Industry and must be based on a spirit of mutual understanding and respect. It is intended that this spirit should be fostered by everyone concerned with the application of this Agreement.

In this spirit it is clearly understood that every endeavour will be made to avoid any breaches of this or any future Agreements.

Nothing in this Agreement is to be construed as abrogating the fundamental rights of management to be solely responsible for the organisation and policy of their businesses and the Agreement is designed to raise the professionalism, status and efficiency of staff employed in the Industry.

AN AGREEMENT made the 28th day of September, nineteen hundred and seventy-two, between the Electrical Contractors' Association, the Electrical Contractors' Association of Scotland, the Heating and Ventilating Contractors' Association, the National Federation of Plumbers and Domestic Heating Engineers (Employers) of the one part, and the Electrical, Electronic, Telecommunications and Plumbing Union of the other part, for the representation and determination of the terms and conditions of employment of technical, supervisory, administrative and allied staff employed in the Industry.

Whereby it is agreed as follows:

1. **Intention**

It is clearly understood that the spirit and intention of this Agreement is that it should form the basis of future mutual collaboration between management and staff to promote the best interests of the Industry.

2. **Definitions**

In this Agreement:-

(a) The Associations are the Electrical Contractors' Association, the Electrical Contractors' Association of Scotland, the Heating and Ventilating Contractors' Association, the National Federation of Plumbers and Domestic Heating Engineers (Employers).

(b) The Environmental Engineers and Allied Staffs' Sub-Section of the Electrical and Engineering Staff Association shall be a separate section of the Electrical, Electronic, Telecommunication and Plumbing Union and for the purpose of this Agreement is also to be referred to as the 'Staff Association'.

3. **General Principles**

- (a) The Staff Association recognises the right of companies to manage their establishments.
- (b) The Associations recognise the exclusive right of the Staff Association to represent the interests of technical, supervisory, administrative and allied staff employed in the Industry and to negotiate and enter into binding Agreements governing their terms and conditions of employment.
- (c) The Electrical, Electronic, Telecommunication and Plumbing Union undertakes not to authorise industrial action by members of the craft section of the Union in furtherance of any matters affecting technical, supervisory, administrative and allied staff employees, nor by Staff Association members in support of any claim or dispute affecting the craft section of the union or other hourly paid operatives in the Industry.
- (d) The Parties agree that at each stage of the procedure as set out in Clause 6 of this Agreement, all issues raised will be resolved by negotiation. The Parties appreciate the special responsibility of the employees covered by this procedure for dealing with emergencies and the safety and security of the company's personnel and property.
- (e) Whilst the training of staff is the sole responsibility of management, the Associations undertake to consider recommendations from the Staff Association on general principles of training.

4. **Staff Association Membership**

- (a) The staff covered by the Agreement may be recruited into membership by the Staff Association and be subject to the Staff Association Rules and questions affecting these members shall be dealt with separately from questions affecting the hourly paid workers.
- (b) Membership of the Staff Association is voluntary.
- (c) Staff Association membership is open to staff who are salaried and are not hourly-paid operatives.

5. **Staff Association Representation**

- (a) The staff within a company may (subject to Clauses 5 (i), (j) and (k) below) elect a representative and a deputy representative from members of the Staff Association within the same company to act on their behalf in accordance with the terms of this Agreement. Where this representation is not appropriate for a particular company, additional representatives may be elected by prior agreement with the company.
- (b) The appointment of representatives shall be subject to endorsement by the Staff Association.
- (c) The names of the representatives elected shall be notified in writing by the Staff Association to the employer on appointment. The Staff Association undertakes to advise the employer when a representative resigns or is relieved from office.

- (d) Neither the employer nor the Staff Association shall recognise any other representative than those defined in this Agreement.
- (e) Facilities shall be afforded to representatives to deal with questions raised within the framework of this Agreement. A representative shall not neglect his work for his employer to carry out his representative's duties but the employer shall not unreasonably withhold his permission to carry out those duties in working hours which cannot effectively be performed at other times.
- (f) Each representative, so far as his duties in that capacity are concerned, shall be subject to the control of the Staff Association and shall act in accordance with the Rules and Regulations of the Staff Association and this and subsequent Agreements.
- (g) Actions taken by representatives in good faith in pursuance of their duties as defined under this Agreement shall not in any way affect their employment with their company.
- (h) In all other respects representatives shall conform to the same working conditions as their fellow employees.
- (i) No employee shall be eligible for nomination as a representative unless he is at least 21 years of age, and has been continuously employed with the employer for 12 months or more, unless otherwise agreed by the National Joint Council for Environmental Engineers and Allied Staffs.
- (j) Consideration shall be given under Clause 6 (d) to the withdrawal of credentials in the event of unconstitutional action by a representative.
- (k) A representative shall not hold office for more than 12 months but shall be eligible for re-election. A casual vacancy shall be filled in accordance with this Agreement.
- (l) Meetings shall not be held in working hours or on the employer's premises except with the prior agreement of the employer. Time spent in attending such meetings shall be unpaid unless the meeting is at the request of the employer or unless there is prior agreement to the contrary by the employer.

6. Grievance Procedure

- (a) A member of the Staff Association who wishes to raise any matter affecting the terms of his employment shall first discuss this with a representative of the company by which he is employed who is designated by that company to deal with such matters.
- (b) If, at the stage of the procedure referred to in (a), no agreement was reached and the member of the staff was not accompanied by a representative of the Staff Association, the latter may then discuss the issue with the appropriate officer of the employing company.
- (c) Failing settlement at the stage of the procedure referred to in (b), either party may refer the matter for consideration to a meeting between a full-time officer of the Staff Association and a principal, director or other managerial representative of the employing company and/or officials of the Associations.

- (d) Failing settlement at the stage of the procedure under (c) or in the event of a complaint by the employer under Clause 5(j) either party may refer the matter to a joint committee of national representatives of the Staff Association and of the appropriate Association whose finding shall be binding.
- (e) Matters of 'National' or general application or importance, including the settling of salary ranges and other terms and conditions of employment of the staff covered, shall be referred for consideration to a joint standing committee of representatives of the Associations and of the Staff Association which shall be called the National Joint Council for Environmental Engineers and Allied Staffs. (See Appendix B for Constitution).

6A. Agreed Notes for Guidance on Grievance Procedure

The Grievance Procedure under Clause 6 as applicable to all staff employees covered by the Agreement, should be applied in accordance, as appropriate, with the following guidance notes:

- (a) Any complaint or grievance beyond Stage 6(a) must be submitted for reference to any stage of the Procedure, within five working days under Stage 6(b), ten working days under Stage 6(c) and fifteen working days under Stage 6(d).
- (b) Following notification of any complaint or grievance from an appellant, the hearing of the complaint or grievance under each stage of the Procedure shall be arranged – within five working days under Stage 6(b), within ten working days under Stage 6(c) and fifteen working days under Stage 6(d).
- (c) In the case of grievances referred to Stage 6(d) of the Procedure, the Parties shall prepare a joint statement of the case, including the nature of the grievance or complaint and setting out the issue to be resolved.
- (d) Either Joint Secretary may refer any issue of interpretation or principle, under Stage 6(d), to the National Joint Council or to any sub-committee appointed by the Council.
- (e) The composition of the Joint Committee, under Stage 6(d), shall be two representatives, appointed as to one by the EESA, and one by the appropriate Employers' Association, under the chairmanship of the Chairman of the NJC or a member of the NJC appointed by him. No member of the Joint Committee shall have had any previous involvement with the case being heard.
- (f) The findings of the Joint Committee, under Stage 6 (d), shall be binding except for any issue which, if agreed, would have the effect of contravening the principle or intention of any National Agreement, in which case the Joint Committee shall make recommendations to the National Joint Council.
- (g) Any issue of interpretation or principle arising under Stage 6(d) of the Procedure shall, also, be referred for determination by the National Joint Council.

7. **Issue of this and other Agreements**

Each employee covered by this Agreement shall receive a copy of this Agreement and other Agreements made between the Parties hereto.

8. **Date of commencement**

This Agreement shall take effect from the 28th day of September, nineteen hundred and seventy two.

9. **Termination of Agreement**

This Agreement shall not be terminated until six months' notice in writing of such intention has been given by either party to the other.

10. This Agreement supersedes the Procedure Agreement made between the Electrical Contractors' Association and the Electrical Contractors' Association of Scotland of the one part and the Electrical Electronic Telecommunication and Plumbing Union of the other part on the 23rd day of November nineteen hundred and seventy.

Signed for and on behalf of the Electrical Contractors' Association:

R.A. Jones (*Chairman, Staff Committee*)

B.E. Gray (*Director and Secretary*)

Signed for and on behalf of the Electrical Contractors' Association of Scotland:

Ian Blackhall (*President*)

J. Smellie (*Director and Secretary*)

Signed for and on behalf of the Heating and Ventilating Contractors' Association:

D.R. Naylor (*President*)

G.F. Cutting (*Director*)

Signed for and on behalf of National Federation of Plumbers and Domestic Heating Engineers (Employers):

A.H. Mutch (*President*)

H. Leighton (*Director and Secretary*)

Signed for and on behalf of Electrical Electronic Telecommunication and Plumbing Union:

F. J. Chapple (*General Secretary*)

Chas Lovell (*National Secretary*)

Footnote:

The following Associations are no longer parties to the Agreement:

- (i) Electrical Contractors' Association of Scotland; and
- (ii) National Association of Plumbing, Heating and Mechanical Services Contractors.
- (iii) The Heating & Ventilating Contractors' Association is now known as the BESA.
- (iv) As a consequence of trade union mergers, the trade union/staff association Party to the Agreement is now The Electrical and Engineering Staff Association (EESA) – a section of Unite the Union.

Constitution for National Joint Council for Environmental Engineers and Allied Staffs

1. Title

The Council shall be known as the National Joint Council for Environment Engineers and Allied Staffs.

2. Functions

The functions of the National Joint Council shall be:

- (a) To determine and exercise all functions in relation to general salary movements and general conditions of service for the technical, supervisory, administrative and allied personnel employed in the Environmental Engineering Industry (hereinafter referred to as 'the Industry').
- (b) To settle differences between employers in the Industry and their staff employees.
- (c) To provide facilities for joint consultation between the parties on matters of common interest affecting the Industry, including questions of training.
- (d) To represent the needs and opinions of employers and staff in the Industry to Parliament, Government Departments and other bodies.
- (e) To deal with any matters affecting employers and their staff that may be referred to it by Parliament, Government Departments and other bodies.
- (f) To encourage the inclusion of employers and staff in their respective Associations.
- (g) To arrange lectures and hold conferences on subjects of general interest to employers and staff in the Industry.

3. Membership

- (a) The Council shall consist of up to sixteen members, up to eight of whom to be appointed by and from the Employers' Side, and up to eight by the Staff Association or any other organisation representing such employees in the Industry as may be determined by the Council in its absolute discretion.
- (b) The representatives shall retire annually and shall be eligible for re-appointment. Representatives shall retire from the Council on ceasing to be members of the body by which they are appointed.
- (c) Casual vacancies shall be filled by the body concerned until the end of the then current year.
- (d) The bodies represented on the Council may appoint substitutes for their representatives.

4. **Committees**

The Council may appoint such Committees as it thinks fit and may delegate special powers, which it may otherwise exercise itself, to any such Committee. The Chairman of any Committee or Sub-Committee of the Council may, at his discretion invite the Joint Secretaries to be in attendance at meetings of any such Committee or Sub-Committee.

5. **Co-opted Members**

The Council may appoint to any Committee or allow any Committee to co-opt such persons of special knowledge, not being members of the Council, as may serve the special purposes of the Council. Appointed or co-opted members shall serve only in a consultative capacity and shall not have the power to vote.

6. **Chairman and Vice-Chairman**

The Council shall appoint from amongst its members a Chairman and a Vice-Chairman who shall retire in the same manner as is provided for members in Clause 3(b). When the Chairman is elected from one side of the Council the Vice-Chairman shall be elected from the other.

7. **Officers**

The Council may appoint and maintain a Secretary or Secretaries and such additional officers as it may think fit. All honorary officers shall retire in the manner provided for members in Clause 3 (b) and shall be eligible for re-appointment.

8. **Attendance of Observers**

With the prior approval of the Chairman observers may attend.

9. **Meetings**

Meetings of the Council shall be held as often as may be necessary. The Annual General Meeting shall be held in October of each year. Special meetings: A Special Meeting of the Council shall be called within fourteen days of the receipt of a requisition from one-half of either side of the Council.

It is the intention of both sides of the Council that future annual salary agreement negotiations shall be completed at least 12 months prior to implementation. Negotiations shall take place in the Autumn with the objective of promulgating the agreed settlement by December for implementation in the January of the next but one year. A programme of meetings will be arranged to achieve this objective. It is the wish of both sides of the Council that the negotiations should remain confidential to the respective memberships. At the meeting of the Council at which agreement is reached there shall be an agreed promulgation of the terms of the agreement.

10. **Quorum**

A quorum shall be one-half of the members on each side of the Council.

11. **Voting**

The voting in both Council and in any Committee shall be by show of hands or otherwise as the Council may determine. No resolution shall be regarded as carried unless a majority of the Employers' Side members and the Employees' Side members present at the meeting have separately voted in favour. The Chairman shall not have a casting vote.

12. **Arbitration**

It is the intention of the two sides of the Council that the following guidelines should be followed when either side contemplates arbitration. In the event of any differences between the two sides of the Council on any matter within the delegated powers of the Council the differences may at the request of either side be referred to a mutually agreed form of arbitration (or to the Department for Education and Employment) for settlement.

Arbitration is the very last stage in the negotiating procedure and both sides of the Council agree that it will only be used when all else has failed, and never as a negotiating tactic. Before proceeding to arbitration, representatives of each side of the Council together with the Chairman shall give serious consideration to what alternative steps should be taken to facilitate a negotiated settlement. In the event of a failure to agree being registered, both sides of the Council shall decide the form of arbitration to be adopted, including the composition and size of the Arbitration Panel and the terms of reference.

13. **Finance**

The joint administrative expenses of the Council shall be borne equally by the two sides of the Council. Each body represented on the Council shall be responsible for the expenses of its members attending the meetings of the Council and its Committees.

14. **Amendments to Constitution**

The Constitution may be amended with the assent of the Parties to the Agreement.

Appendix C

EEI Job Evaluation/Grading Scheme

Details of the EEI Job Evaluation/Grading Scheme and associated Guidance Notes are contained in a separate booklet.

Appendix D

Appeals Procedure for the EEI Job Evaluation/Grading Scheme

Stage 1

Where a job holder feels that his/her job is graded incorrectly, he/she should raise the matter with his/her immediate supervisor. The supervisor should:

- (i) explain the principles of the grading scheme and the manner in which the job holder's job has been graded; and
- (ii) clarify any question regarding the content of the job which the job holder is required in the course of his/her duties to perform.

If the job holder still wishes to appeal, he/she may submit a request in writing for a re-grading.

Stage 2

On receipt of such an appeal, the manager in the company responsible for job grading shall meet the appellant within 15 working days, when the appellant may be accompanied by the office EESA staff representative. At this stage, the appellant and the manager in the company responsible for job grading shall endeavour to resolve any differences. Where there is still a failure to agree on the grading of the job, the manager responsible for job grading shall, with the agreement of the job holder, identify in writing any points of disagreement about the job content and the grade allocated to the job.

Stage 3

Failing settlement at Stage 2 the appeal shall be referred within 20 working days to a meeting of the manager in the company responsible for job grading, the appellant, a senior management representative of the company, a full time officer of EESA and, at the request of the company, an official of the appropriate Employers' Association. Either party may request the attendance of the EEI Job Evaluation Co-ordinator in an advisory capacity.

The company shall notify the Joint Secretaries of the National Joint Council (NJC) of the meeting. At the meeting, the company must, if it has not already done so, define in writing the content of the job which it requires to be done by the job holder. The parties should, if possible, agree on this before the matter can be referred to a Stage 4 hearing. The principal purpose of the meeting, however, will be to establish whether the job grading awarded by the company can be regarded as fair and reasonable.

In the event of failure to agree, the points of difference between the parties also shall be defined clearly in writing, signed by the job holder and the manager in the company responsible for job grading.

Stage 4

In the event of failure to reach settlement at Stage 3, the appeal shall be referred to the Joint Secretaries of the NJC, who shall be responsible for convening a meeting of the Appeals Sub-Committee of the NJC Grading Review and Appeals Committee which the employing company and the appellant shall attend, accompanied by their representatives. The Joint Secretaries will advise the Chairman of the NJC Grading Review and Appeals Committee of the issue.

The meeting of the Appeals Sub-Committee shall be arranged to hear the appeal within 20 working days of the matter being referred to the Joint Secretaries of the NJC.

The Appeals Sub-Committee shall comprise one representative of the Employers and one representative of EESA from the NJC Grading Review and Appeals Committee under the chairmanship of the NJC Grading Review and Appeals Committee Chairman. The Job Evaluation Co-ordinator shall be in attendance. It shall also be open for the Joint Secretaries to attend the Appeals Sub-Committee. If necessary, the Chairman of the Appeals Sub-Committee shall have the deciding vote.

The decision of the Sub-Committee on an appeal for re-grading shall be final on matters regarding the grade allocated to the job.

It is not appropriate for the Sub-Committee to consider any matters not raised and defined in the written submissions from Stage 3. At the request of either party, however, and within 15 working days, any matter of principle arising from the appeal as set out in an agreed statement of the point in question may be referred to the NJC Grading Review and Appeals Committee for clarification or decision. Pending clarification of any agreed matter of principle by the Committee, the Sub-Committee may defer a decision on the appeal.

The Joint Secretaries may refer any issue of interpretation or principle to the National Joint Council or to any Sub-Committee of the Council they consider appropriate to consider and make a recommendation to the Council.

Appendix E

Health and Safety at Work and the Introduction of New Technology

The National Joint Council for Environmental Engineers and Allied Staffs wishes to point out to all parties that further information regarding the health and safety aspects of New Technology may be obtained from the appropriate Employers or Staff Association which will be pleased to assist on such matters as and when required. The Health and Safety Executive's free leaflet 'Working with VDUs' (ref: INDG36) is a recommended source for guidance and is available at: www.hse.gov.uk/pubns/indg36.pdf

Further assistance or information should be sought from the appropriate Association.

Appendix F

Deduction of EESA Contributions from Salaries – Model Agreement

Model Agreement for the guidance of employers and EESA Officials where the employer has agreed to the deduction of EESA subscriptions from salaries.

Application may be made by authorised officials of EESA to an employer for provision of facilities for deduction of EESA contributions from salaries. Agreement to the request shall be at the sole discretion of the employer and it is recognised that in some circumstances there will be administrative difficulties. If the employer consents, he and the EESA official making the request should agree arrangements using for guidance the following Model Agreement prepared by the National Joint Council. It shall be open for the employer and the EESA Official to agree any administration charges as appropriate for operating these arrangements.

MODEL AGREEMENT

Agreement made between (hereinafter referred to as the employer) and the Electrical and Engineering Staff Association (hereinafter referred to as EESA) to provide for the deduction of EESA contributions from the salaries of those EESA members in the company's employment who so authorise the company.

- (a) (A preamble may be included covering any specific points the employer and EESA wish to introduce relevant to the agreed arrangements.)
- (b) The arrangement shall commence on date. Thereafter it shall be subject to 3 months' notice of withdrawal by either side.
- (c) The employer shall only deduct contributions from a staff member if the staff member has given written authorisation for such deductions and has not subsequently withdrawn his authorisation. The authorisation shall be a form provided by EESA and the employer may issue such forms to staff members for completion.
- (d) It shall be the responsibility of the employer to ensure the staff member's written authorisation is obtained although EESA may assist in the operation.
- (e) Such authorisation may be withdrawn in writing by the staff member at any time. Unless it is not reasonably practicable to stop the next deduction, once the staff member's written withdrawal is received by the employer, no further subscription deductions shall be made from the staff member's salary.
- (f) Any changes to the monthly rate of contributions shall require not less than two calendar months' written notice from the appropriate EESA office.
- (g) The employer will also cease to make deductions when so notified by EESA, and EESA will advise the staff member that the arrangement has been rescinded. Any questions concerning EESA membership or arrears of contributions or any other question or dispute between the staff member and EESA shall be a matter for EESA and the staff member. The employer will not become involved.
- (h) Any changes to the agreed arrangements including the introduction of a new staff member to the scheme requires the following notice period from EESA:EESA accepts responsibility for collection of EESA contributions due to EESA in the meantime.
- (i) 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.
- (j) Deductions shall be made monthly from any monies due to the staff member from the employer including holiday pay.
- (k) The employer will remit payments to the EESA Head Office as stated below and at the intervals stated:

Electrical and Engineering Staff Association,
128 Theobald's Road, London, WC1X 8TN.
- (l) Cheques should be made payable to "Electrical and Engineering Staff Association".
- (m) EESA shall provide the employer with a signed receipt for the sum received.

- (n) Unless other arrangements are agreed, the employer will forward the payments agreed in paragraph (k) above and a complete list of deductions to the EESA Head Office.
- (o) EESA hereby indemnifies the employer against claims arising, except in bankruptcy, liquidation or theft where inadequate provision for safe-keeping of monies exist as result of this agreement.

Signed.....

For Company..... Date.....

Signed.....

For EESA..... Date.....

Appendix G

Health and Safety – Appointment of Safety Representatives

Under the Health and Safety at Work, etc., Act 1974, provision is made for recognised trade unions to appoint Safety Representatives to represent employees. Accordingly EESA has the right in appropriate circumstances to appoint Safety Representatives to represent staff employees in the Environmental Engineering Industry. The detailed provisions for the appointment and functions of Safety Representatives are set down in the legislation but particular attention is drawn to the following:-

1. Safety Representatives shall have a minimum of two years' service with the employer prior to appointment.
2. EESA shall notify the employer in writing of the appointment of a Safety Representative.
3. The employer shall permit a Safety Representative the necessary time off with pay to perform his functions under the relevant legislation and to undergo approved training as may be required to fulfil those functions.

Appendix H

Grade Salaries

1. Grade Salaries (Clause 9)

Minimum grade salaries for adult staff employees from age 18 are to be as set out in the table below.

The minimum salaries for Junior Staff aged 16 and 17 (excluding Student Engineers) are to be 80% of the adult grade minimum salary figure – refer to Clause 9 for further guidance.

In addition, the agreement provides for a Guide Salary for fully competent employees – as an *indicator* of the salary payable to an employee who is assessed by the employer as being fully competent and who is meeting all requirements of the job – refer to Clause 9 for further guidance.

Grade	Salaries with effect from 1 January 2018		Salaries with effect from 1 January 2019		Salaries with effect from 1 January 2020	
	Grade Minimum Salary £	Guide Salary for Fully Competent Employees £	Grade Minimum Salary £	Guide Salary for Fully Competent Employees £	Grade Minimum Salary £	Guide Salary for Fully Competent Employees £
A	---	14,465	---	14,865	---	15,275
B	16,615	17,350	17,075	17,830	17,545	18,320
C	20,025	22,750	20,575	23,375	21,140	24,020
D	25,370	29,570	26,070	30,385	26,790	31,220
E	32,310	36,960	33,200	37,980	34,115	39,025
F	39,800	45,495	40,895	46,750	42,020	48,035

2. London Weighting Allowance (Clause 10)

From 1st February 2014 the London Weighting Allowance is £2,880 per year. From the 1st January 2020 this will be £3,000.

3. Death Benefit (Clause 22)

From 1st January 2016 the level of Death Benefit is £42,500 and from the 1st January 2020 it will be £60,000.

Appendix I

Student Engineers – Minimum Annual Salaries

The current salary levels are shown on the next page.

The agreed salaries are minima only and therefore higher salaries may be paid where circumstances warrant.

For details of London Weighting Allowance refer to Clause 10 and Appendix H.

STUDENT ENGINEERS - REVISED SALARY STRUCTURE WITH EFFECT FROM 1 SEPTEMBER 2018 AND 1 SEPTEMBER 2019

STAGE OF TRAINING PROGRAMME COMPLETED	STAGE OF TRAINING PROGRAMME BEING UNDERTAKEN	SALARY (FROM 1 SEP 2018) £	ADDITION(S) TO SALARY FOR SUCCESSFUL COMPLETION OF RELEVANT NVQs*			SALARY (FROM 1 SEP 2019) £	ADDITION(S) TO SALARY FOR SUCCESSFUL COMPLETION OF RELEVANT NVQs*		
			NVQ3	NVQ 4	TOTAL SALARY £		NVQ3	NVQ4	TOTAL SALARY £
Commencement of training / Starting salary	Undertaking BTEC Level 3 National Diploma Year 1 <u>or</u> SQA National Certificate in BSE SCQF Level 6 Year 1	11,675	-	-	11,675	12,000	-	-	12,000
Student has successfully completed BTEC Level 3 National Diploma Year 1 (NQF) <u>or</u> SQA National Certificate in BSE SCQF Level 6 Year 1	Undertaking BTEC Level 3 National Diploma Year 2 (QCF) <u>or</u> SQA National Certificate in BSE SCQF Level 6 Year 2	14,010	-	-	14,010	14,395	-	-	14,395
Student has successfully completed BTEC Level 3 NC Diploma Year 2 (QCF) <u>or</u> SQA Higher National Certificate in BSE SCQF Level 6 Year 2	Undertaking BTEC Level 4 HNC Certificate Year 1 (QCF), <u>or</u> 1 st year of a Foundation Degree <u>or</u> SQA Higher NC SCQF Level 7 Year 1	16,345	1,000	-	17,345	16,795	1,000	-	17,795
Student has successfully completed BTEC Level 4 HNC Diploma Year 1 (QCF) <u>or</u> SQA HNC SCQF Level 7 Year 1, <u>or</u> 1 st year of a Foundation Degree	Undertaking BTEC Level 4 HNC Diploma Year 2 (QCF) <u>or</u> 2 nd year of a Foundation Degree <u>or</u> SQA HNC SCQF Level 7 Year 2	20,295	1,000	-	21,295	20,855	1,000	-	21,855
Student has successfully completed BTEC Level 4 HNC Diploma Year 2 (QCF) <u>or</u> 2 nd year of a Foundation Degree <u>or</u> SQA HNC SCQF Level 7 Year 2	[End of Apprenticeship]	Minimum of 20,295 pending appointment to substantive grade	1,000	1,400	Minimum of 22,695 pending appointment to substantive grade	Minimum of 20,855 pending appointment to substantive grade	1,000	1,400	Minimum of 23,255 pending appointment to substantive grade

* The relevant NVQs that are covered by the above provisions are:

Level 3 NVQ in Building Services Engineering Technology and Project Management (EAL) – NQF

Level 4 NVQ in Building Services Engineering Technology and Project Management (EAL) – NQF

New Apprenticeships standards (Trailblazers) the introduced Apprentership standards (England only) measure their successful completion using End Point Assessment – a process which is undertaken at the end of the apprenticeship. This process usually involves more than one component (for example: presentation and questioning on a technical project brief, followed by a structured interview informed by a written report.) Successful completion of these apprenticeships should be treated in the same way as successful completion of NVQs, with the additions to the salary made as appropriate – i.e. upon successful completion of a level 3 apprenticeship, the addition to salary should be that which is shown for NVQ Level 3. Similarly, completion of Level 4 apprenticeship attracts the NVQ4 addition to salary. (EAL) - QCF

Working Time Regulations, 1998 – Flexibility Agreement

The Parties have jointly reviewed the provisions of this Handbook of Agreements to reflect the requirements and permitted flexibilities available under the Working Time Regulations 1998 (the Regulations). The following provisions relate only to those provisions of the Regulations dealing with adult workers. This Agreement seeks to make no modification to, or exclusions from, the 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 Regulations as they apply to young workers shall apply without modification

It is also accepted by the Parties that the flexibility arrangements set out in this Agreement should not be used on a routine basis and that it should only be in exceptional circumstances that staff employees do not receive the in-work rest breaks, daily and weekly rest periods to which they are entitled under the Regulations. However, it is also recognised that the nature of the work carried out under the scope of this Handbook of Agreements requires considerable flexibility on the part of employers and employees to work together to deliver total satisfaction to the industry's clients. The parties recognise that this needs to be balanced with the need to protect the health and safety of staff, and that excessive long hours working should therefore be avoided.

Circumstances where the need for flexibility 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. 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 in-work rest breaks, daily or weekly rest periods. The Parties have therefore agreed that the following provisions of the Regulations shall be excluded in relation to work within the scope of this Handbook of Agreements:

- Entitlement to a daily rest period of 11 consecutive hours between each working day;
- Entitlement to a weekly rest period of not less than 24 hours in each 7 day period;
- Entitlement to an in-work rest break of 20 minutes when daily working time is more than six hours;
- Eight hour average limit on the length of night work;
- Eight hour absolute limit on the length of night work in the case of work involving special hazards or heavy physical or mental strain.

The Parties have also agreed that these provisions of the Regulations are excluded on the basis that if an employee is required to continue working into a period that would otherwise be a daily or weekly rest period, or in-work rest break, then the staff employee 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 – this should usually be possible within a couple of weeks for daily rest and in-work rest breaks, and a couple of months for weekly rest. An equivalent period of rest should be considered to be a period of rest as long as the staff employee was entitled to but not able to take.

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 agreed 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, and accordingly the average limit on the length of night work shall be 12 hours. A free health assessment will be offered to any staff employee who is to become a night worker, and thereafter at regular intervals while they are working nights. If a night worker suffers from health problems which are connected with the fact that they work at night, as confirmed by a registered Medical Practitioner, the employee will be transferred to suitable day work if possible.

It is also accepted by the Parties, taking into account the requirement to maintain the flexibility to meet the demands of the industry, that the reference period for calculating compliance with the 48 hour weekly working time limit, and the reference period for calculating the average length of night work, shall both be successive periods of 52 weeks. When calculating the average weekly working time, if an employee is away during the reference period because of annual leave, maternity leave, or is off sick, the calculation shall be as provided for in the Regulations. The reference periods will normally commence on the Monday of Week 1 of the PAYE year. Employers may make suitable alternative arrangements at local level for designating a different reference period and for a commencement date.

If any staff employee considers that their rights are unreasonably being infringed by the above flexible arrangements they should raise the matter through their line manager in the first instance.

PART V – JOINT GUIDANCE NOTES

Introduction

The following Guidance Notes have been developed jointly and agreed by the Electrical and Engineering Staff Association (EESA) and the Employers' Associations party to the Environmental Engineering Industry Staff Salary Agreement – that is, the organisations which comprise the National Joint Council (NJC) for the Environmental Engineering Industry.

The NJC recommends these notes for the guidance of employers.

The Guidance Notes do not form part of the substantive content of this Handbook of Agreements, but are reproduced here for information so that all NJC agreements and related documents can be accessed in one reference document.

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1. Part-time Working and Job Sharing – Treatment of Annual Leave Entitlement

The NJC recommends these notes for the guidance of employers employing part-time workers and job sharers.

Introduction

1. The need for part-time working and job sharing can arise in a number of ways:
 - Staff employees returning to work after maternity leave or simply a break in employment may prefer to work reduced hours, with their employer's agreement, and work on a part-time basis. This may give the employee the opportunity to balance family and work commitments in a manner best suited to both the employee and the employer.
 - Where domestic commitments of existing employees change they may be forced to resign their employment if they cannot reduce their hours. Allowing them to continue working on a part-time basis retains valuable experience and skills, avoids expensive recruitment and training, and can deepen the loyalties of employees to their employer.
 - Job-sharing is a particular way of employing part-time workers where jobs are such that there is a full-time workload, but that work, if carefully organised, can be shared. Successful job-sharing depends on: careful selection of jobs for sharing; fairly detailed job descriptions for each part of the job; efficient communication between the two sharers; and two sharers who are prepared to work at making the share a success.

General

2. Staff employees with contractual hours less than 36½ per week shall receive annual leave in proportion to the hours worked.
3. Entitlement to Public/Bank Holidays shall similarly be in proportion to the part-time hours worked. This will be in addition to the pro rata annual leave entitlement.
4. The general principle is that annual leave should be earned by service.
5. The annual leave entitlement of a part-timer or job sharer should be calculated in accordance with the principles set out in the EEI Staff Handbook of Agreements. The examples set out below will help in determining how the principles of the Handbook are to be applied in a range of different circumstances. Staff employees should be notified of their leave entitlement at the beginning of the leave year, or at the commencement of their employment, as appropriate.
6. The leave year shall be a period of 12 full calendar months. The timing of the leave year shall be at the sole discretion of the employer, but shall be fixed in advance and notified to staff accordingly.

7. Employers are advised to maintain a record of the annual leave taken by their employees.
8. In general, annual leave not taken should not normally be carried forward to the next leave year unless the operational requirements of the employer have prevented the Staff employee from taking his/her annual leave at the appropriate time. Carrying forward annual leave must be by agreement with the employer.
9. Annual leave not taken is forfeit unless otherwise agreed by the employer, and annual leave taken in excess of the annual leave entitlement will normally be unpaid or deducted from the following year's entitlement.

Annual Leave

10. It shall be for the employer and the staff member concerned to agree whether the pro rata annual leave entitlement of a part-time employee or job sharer is expressed, and taken, in hours or days, but this will have regard to the overall pattern of attendance and the employer's operational requirements. The overriding consideration will be that in any week in which annual leave is taken, no part-time employee or job sharer shall receive more in salary than he/she would do in his/her normal working week.
11. If the annual leave entitlement of a part-timer or job sharer is to be expressed in days, leave must be taken in units of not less than half a day at a time. In calculating the annual leave entitlement of a part-timer or job sharer the entitlement should be rounded up or down to the nearest half day, or the nearest whole hour, as the case may be.

Examples

Example 1

12. *A part-timer or job sharer works 2 full days a week and has been employed for less than 3 years:*

- Annual leave entitlement of equivalent full-timer: 22 days
- Number of days normally worked a week: 2 days
- Number of conditioned days worked a week as percentage of normal working week: 40 per cent
- 40 per cent of 22 days = 9 days pro rata annual leave allowance, plus 40 per cent of 8 days Public/Bank Holiday = 3.2 days, rounded to the nearest half day = 3 days pro rata Public/Bank Holiday entitlement.

Example 2

13. *A part-timer or job sharer works 8 hours a week and has been employed more than 3 years:*

- Annual leave entitlement of equivalent full-timer: 25 day (5 weeks x 36.5 basic hours a week = 182.5 hours)
- Number of hours normally worked a week as percentage of normal working week = $\frac{8 \text{ hours worked per week}}{36.5 \text{ basic full-time hours}} \times 100 = 21.92 \text{ per cent}$
- 21.92 per cent of 182.5 hours = 40 hours annual leave per year, plus 21.92 per cent of 58.4 hours (36.5 hours per week, divided by 5, multiplied by 8 days Public/Bank Holiday) = 12.8, rounded to the nearest whole hour = 13 hours pro rata Public/Bank Holiday entitlement.

Example 3

14. *A part-timer or job sharer works 3 turns of 3 hours each for three days a week, and has been employed less than 3 years:*

- Annual leave entitlement of equivalent full-timer: 22 days (4.4 weeks x 36.5 basic hours a week = 160.6 hours)
- Number of hours normally worked a week as percentage of normal working week = $\frac{9 \text{ hours worked per week}}{36.5 \text{ basic full-time hours}} \times 100 = 24.66 \text{ per cent}$
- 24.66 per cent of 160.6 hours = 40 hours annual leave per year, plus 24.66 per cent of 58.4 hours (see Example 2) = 14.4, rounded to the nearest whole hour = 14 hours pro rata Public/Bank Holiday entitlement.

Example 4

15. *A part-timer or job sharer works the same number of daily part-time hours for the five days of the working week:*

- The employee is entitled to 22 or 25 "days" annual leave depending on length of service in accordance with Clause 13 of the Staff Handbook of Agreements, except that each "day" of annual leave shall be no longer than the hours normally worked on the day in question.

Example 5

16. *A part-timer or job sharer works a variable number of hours each week; or in circumstances where no normal hours are agreed:*

- Annual leave should be calculated in accordance with the general principles at paragraphs 4-6 above.
- An alternative to this approach would be to agree with a variable hours employee a given number of days' leave in advance for the forthcoming annual leave year to be taken during the course of the year to reflect the *likely* pattern of work during the year. The agreed pro rata annual leave entitlement is thus "banked" at the beginning of the annual leave year, and each absence on annual leave is treated as a "withdrawal" from the "bank".

- When the annual leave "balance" is produced at the end of the year, the "bank" for the following year is adjusted accordingly to reflect whether during the year just finished the employee is in credit or debit against "banked" annual leave for that year.
- For example:
 - (a) Year 1 - agreed "banked" annual leave: 10 days
 - annual leave taken: 8 days
 - Year 2 - agreed "banked" annual leave: 10 days + 2 days annual leave from "bank" for Year 1 not taken = 12 days annual leave "banked".
 - (b) Year 1 - agreed "banked" annual leave: 10 days
 - annual leave taken: 11 days
 - Year 2 - agreed "bank" for Year 2 reduced by 1 day overstepped from Year 1.
- The agreed annual leave "bank" may be varied by agreement from year to year to reflect likely operational requirements. It is that agreed "bank" that may be increased or decreased to reflect credit/debit against the "bank" during the previous year.

Change in Conditioned Hours part way through Leave Year

17. When a full-time staff employee becomes a part-timer or job sharer (or vice versa) part way through the annual leave year, his/her annual leave and/or Public/Bank Holiday entitlement for the year shall be the sum of: (a) the annual leave and/or Public/Bank Holidays to which the employee was entitled as a full-timer pro rata to the number of complete months of the year full-time hours were worked; and (b) the annual leave and/or Public/Bank Holidays to which the employee becomes entitled on transferring to part-time working pro rata to the number of complete months of the year part-time hours are due to be worked (and vice versa in the case of a part-timer or job sharer becoming a full-time staff member).
18. The same principle can be used if a part-timer or job sharer changes his/her working hours or pattern during the course of the year.

Overtime

19. Part-time employees and job sharers will be paid at plain time rate until basic weekly hours of 36½ have been worked and the conditions of those Clauses of the Staff Handbook of Agreements dealing with Overtime and Payment for Work in Unsocial Hours have been met.

Public/Bank Holidays

20. Treatment of part-timers and job sharers is set out in the following matrix:

		On the Public/Bank Holiday the part-timer/job sharer....	
	worksdoes not work
The Public/Bank Holiday is a day on which the part-timer/job sharer....normally works	no less favourable treatment (on pro rata basis) than that applying to full-timer in these circumstances	calculate pro rata payment in accordance with the principles of para. 10 of Guidance Note
does not normally work	pay pro rata to the number of hours worked, plus premium of one-half of the standard basic hourly rate of salary	calculate pro rata payment in accordance with the principles of para. 10 of Guidance Note

2. Introducing an Alcohol and Drugs Policy in the Workplace

These guidelines are recommended to all employers contemplating the adoption of a formal policy and procedures for dealing with alcohol and/or drug related problems at work. This document is not itself such a policy. The purpose of this document is to provide guidance to employers on the main issues needing to be addressed in such a policy and how to go about introducing such a policy.

Introduction

1. Alcohol and drug misuse are major problems facing society. Whilst employers may like to think that this is an issue for society at large, they must take on some of the responsibility for solving it because:
 - Practically every employer will have some employees with an alcohol and/or drug related problem.
 - The management of alcohol and drugs misuse problems may improve employee health, morale and productivity, and reduce the cost of employee absenteeism.
 - It is the duty of every employer to maintain a safe and healthy working environment.

Drug misuse includes the use of illegal drugs as well as the misuse of prescribed drugs and substances such as solvents.

2. The purpose of these guidelines is to provide employers and EESA representatives who may be contemplating the introduction of a formal alcohol and drugs misuse at work policy with advice on how such an exercise should be conducted and some of the key features of an appropriate policy.
3. An alcohol and drugs policy is considered necessary in order to:
 - Educate employees about the dangers of alcohol and drugs misuse.
 - Discourage misuse, and to help those who need it to cope if they have a problem.
 - Prevent the damaging effects of alcohol and drugs on good business performance.
 - Provide a formal structure for dealing with alcohol and drug misuse problems.

The Legal Position

4. Employers have a general duty under the Health and Safety at Work etc. Act 1974 to ensure, as far as is reasonably practicable, the health, safety and welfare of their employees. They also have a duty under the Management of Health and Safety at Work Regulations 1992 to assess the risks to the health and safety of their employees. If an employer knowingly allows an employee under the influence of alcohol and/or drug misuse to continue working and his or her behaviour places the employee or others at risk, the employer could be prosecuted. Employees are also required to take reasonable care of themselves and others who could be affected by what they do at work.
5. The principal legislation in the UK for controlling the misuse of drugs is the Misuse of Drugs Act 1971. Nearly all drugs with misuse and/or dependence liability are covered by it. The Act makes the production, supply and possession of these controlled drugs unlawful except in certain specified circumstances (for example, when they have been prescribed by a doctor). If employers knowingly permit the production or supply of any controlled drugs, the smoking of cannabis or certain other activities to take place on their premises and they fail to act, they could be committing an offence. The Act lists the drugs that are subject to control and classifies them in three categories (Class A, Class B and Class C) according to their relative harmfulness when misused. Further information about the substances most commonly misused by adults in the UK appears in the publication referred to in paragraph 16 below.

Moral responsibilities

6. Work is not separate from life. As a society we are concerned that people should enjoy a healthy life. Employers represent a major part of society and therefore have a moral obligation within it to help to secure good health for everyone. Trade unions have an important role to play too and their approach is one of prevention.

Developing an Alcohol and Drugs Policy

Commitment

7. The commitment of everyone in the organisation, particularly the senior management, to the policy is an essential requirement for making the policy work.

Consultation

8. The more that employees and their representatives are involved in drawing up a policy, the more likely they are to support it and desire to see it work. The introduction and application of an alcohol and drugs misuse policy is a management responsibility but it is good practice to include employees in the consultative process. Indeed, because of the desirability of guaranteeing confidentiality and the value of peer group pressure in alcohol and drugs misuse, employees' support is essential.

Draft a Policy

9. Senior managers (consulting EESA representatives where appropriate) should draft a policy on alcohol and drugs misuse at work. The draft policy should then be circulated widely within the company for comment, including any occupational health staff or company doctor. A final policy should be developed taking account of the feedback from the consultation process.
10. The following are the issues most likely to be covered in a policy:
 - What is alcohol and drugs misuse?
 - Reasons for having an alcohol and drugs misuse policy.
 - Recognising alcohol and drugs misuse.
 - The employer's attitude to the possession, use or supply of illegal drugs, and misuse of legal substances or legally prescribed drugs, including the circumstances (usually possession/dealing) in which the employer would always immediately involve the Police.
 - Consumption of alcohol or drugs whilst on duty.
 - Screening to detect the use of alcohol or drugs, particularly for safety-critical jobs.
 - An assurance that employees identified as having alcohol and drugs misuse problems will be offered advice and other assistance, including full information about support services, if they volunteer to receive help and treatment.

- Whether time off work for employees to receive treatment related to alcohol and drugs misuse should be treated as normal sick leave.
- An opportunity to discuss the matter once it has become evident or suspected that work performance is being affected by alcohol and drugs related problems.
- The right to be accompanied at any discussion by a friend or representative.
- The right to full confidentiality.
- The provision of agencies to whom an employee can be referred for help, or a commitment to provide the same expertise where employers operate their own treatment or counselling services.
- Whether employment rights should be safeguarded during any reasonable period of treatment, including the right, if proven capable, of returning to the same job or to suitable alternative employment.
- The links between the alcohol and drugs misuse at work policy and the disciplinary procedure, explaining that dismissal action may be taken in cases of actual gross misconduct caused by alcohol or drugs, or threats to health and safety.
- The position regarding employees reporting for work, or travelling to/from work in company vehicles, whilst under the influence of alcohol and/or drugs.
- The policy to deal with subsequent recurrences.
- The mechanism for monitoring, evaluating and reviewing the policy.
- The allocation of roles and responsibilities for ensuring that the policy is carried out, and the selection of the person primarily responsible for its implementation.
- A commitment to:
 - (a) An employee education programme; and
 - (b) A training programme for designated employees to provide them with the skills and knowledge necessary to carry out their duties under the policy.

Communication

11. In essence, four issues need to be communicated:
 - The problems caused by alcohol and drugs misuse both in society and the workplace and the need, therefore, for an alcohol and drugs policy.

- The existence and operation of the employer's policy.
 - The desirability that those who have reason to think they may have a problem should volunteer to co-operate with company assistance and treatment.
 - The employer may have no choice but to initiate disciplinary action if the employee refuses to accept voluntary help, and the impairment of performance persists, or where recovery seems unlikely even after treatment.
12. The approaches used and difficulties encountered in communicating these messages will depend on things such as the size, number and location of operating units, and work patterns. For these reasons it is a good idea to have a well-planned communication exercise before the policy is finalised. This will also raise general awareness and interest in the issue.
 13. The usual communication methods and channels can be used. However, active participation by the management, particularly line management, in consulting and informing employees helps to get the message over and emphasises management's desire to make the policy work.

Training

14. Employers should also plan a programme of instruction and training in conjunction with the development and implementation of their policy. Line managers and employee representatives, who are likely to have considerable responsibility for operating the policy and for briefing employees, should receive sufficiently detailed training. General awareness training should be given to all employees.
15. The aim should be to ensure that all managers and supervisors receive training in identifying changes in an employee's behaviour or performance which may signal an alcohol or drugs misuse problem, although **not** in diagnosing them. They should also be trained in how to approach the employee to offer help. Knowledge will be required about the types of drugs available and the harmful effects they can have on the employee and the employer's business. Awareness should be sustained by periodic reminders of the policy and, when appropriate, updating training.

Further Information

16. *Publication*

"Drug Misuse at Work: A Guide for Employers" - one free copy is available from HSE Books, P.O. Box 1999, Sudbury, Suffolk, CO10 2WA, telephone 01787 884148; fax 01787 313995. It can also be downloaded at: www.hse.gov.uk/pubns/indg91.htm

This publication includes a list of useful organisations and other publications concerning this topic.

3. Pre-Retirement Planning and Leave

The NJC recommends the adoption by employers of the provisions of these guidelines, or of similar provisions, in respect of all employees approaching retirement age.

Introduction

1. Organisations can make the separation from employment to retirement easier by helping employees to prepare in advance. Pre-retirement planning can be done in-house or with the help of external trainers and agencies.

Preparing Employees for Retirement

2. Retirement may provide employees with the perfect opportunity to enjoy their leisure activities to the full, or it may be an extremely traumatic event. Much depends on whether the employees have prepared themselves for the adjustment. Companies can help in a variety of ways. Perhaps the most important are:
 - Obtaining advice on entitlement to State and occupational pensions and any other financial help which may be available, e.g. rent rebate, council tax benefit, income support, etc.
 - Joining the Pre-Retirement Association, which will provide courses, literature and advice for people about to retire covering matters such as personal finance, voluntary work, leisure pursuits in retirement, etc.
 - Allowing employees to reduce their contractual working hours in the period before they retire in order to help them to make the adjustment gradually. However, it must be borne in mind that this could have an adverse effect on their final salary which, in turn, will usually affect the occupational pension. Such implications should be discussed in detail with the employees before any decision is made. It might also be sensible to discuss with the trustees and administrators of the pension scheme ways in which employees' pension rights can be protected, including employees remaining on full salary while working fewer hours.
 - Allowing employees to take special leave in the period before they retire.

Suggested Benefits for Employees Approaching Retirement Age and who will have completed at least 10 years' continuous Company service at Retirement Date

3. Approximately six to nine months before retirement date employees should be given an opportunity to attend a course in preparation for retirement. Alternatively, companies could make available a consultancy service on the lifestyle changes which are bound to occur in retirement.

4. In order to assist the retiring employee to adjust, six months before retirement date he or she may be permitted to commence working a pattern of gradually reducing contractual working hours (but refer to comments in 2. above regarding pension complications).

As an alternative to 4. above, and in order to permit maximum flexibility, it is recommended that a special leave option should be adopted, as follows:

5. The NJC recommends that all qualifying employees should be granted, as a minimum, an extra 10 days' special leave in the six months before retirement date. For employees whose continuous Company service is more than 10 years, the special leave should be increased by one day for each completed year of service over 10 years, subject to an absolute maximum of 20 days' special leave. This special leave cannot be exchanged for extra salary, and therefore if it is not taken it is lost.
6. The timing of the special leave shall be subject to agreement between management and the employee. The special leave would be taken in single days, and not be added to any period of annual leave, in keeping with the spirit and intention of its purpose.
7. Any paid time off granted for pre-retirement training may be reckoned against the special leave in 5. above.
8. Employers should give sympathetic consideration to employees who wish to reduce their responsibilities (grade), subject to a vacancy existing and the change in jobs fitting in with business requirements. Employers would need to take account of the need to protect an employees' pension rights (and therefore salary) in these circumstances.

4. Maternity and Parental Leave arrangements and Family-friendly Employment Rights

Introduction

There are substantial statutory rights relating to leave for maternity, paternity, parental and adoption purposes, as well as for time off to care for dependants. As the Government has sought to strike a better balance between work and family life for those workers bringing up children, rights have also been introduced relating to flexible working. There are also statutory provisions regarding health and safety as it relates to pregnancy, maternity and the working conditions of pregnant women and new mothers at work.

General Points to Note Regarding Family-friendly Leave

As with all absences, the criteria for authorisation is that the employee has the employer's prior permission for the absence. In all cases, employees should notify the employer at the earliest opportunity of the circumstances and reasons for their proposed absence from work.

Communication with Employees

Employers should ensure that employees taking leave under the statutory rights are aware of those rights and also of their obligations in relation to the notification of proposed leave and their intended date of return to work.

Best Practice

Over and above statutory obligations, it is open to employers to develop enhanced family-friendly policies and benefits aimed at attracting employees into the industry and, indeed, to ensure that all staff remain attracted to the industry.

EEI Staff Agreement – Paid Paternity Leave

For those employees whose terms and conditions of employment are covered by the EEI Staff Agreement, the first three days of **statutory paternity leave** will be granted on full pay (inclusive of the proportionate part of statutory paternity pay that would be payable for those three days).

5. Minimising Redundancies Through the Introduction of Short-Time Working and Lay-off

The following Guidelines have been agreed by the Parties to the National Joint Council for the Environmental Engineering Industry Staff Salary Agreement – for the guidance of employers, staff employees and their representatives in situations where it is necessary for business purposes to introduce short-time working and/or the lay-off of staff, with the intention of minimising redundancies. The Parties have also agreed that these guidelines and their provisions shall aim at protecting the continuation of the employment of all staff whose terms and conditions of employment are covered by the Agreement.

Introduction

In the Guidelines set out below:

- **Short-time working** shall refer to situations where, because of an established business case, it is necessary to deploy members of staff for hours less than the minimum number of hours under the Environmental Engineering Industry Agreement. In such circumstances, staff employees may be asked to attend work only for such times as the employer believes are necessary in order to match manpower to available workload at that time; and
- **Lay-off** shall refer to situations where, because of an established business case, it is necessary to require fewer staff members to undertake the work which the employer has available, but where the particular circumstances facing the employer's business may fall short of requiring or justifying making redundancies. In such circumstances, staff employees may be asked not to attend work for specific days or for a specific period.

Establishing the Business Case for Short-time Working and/or Lay-off

The decision as to whether it is necessary to implement short-time working or require lay-off of staff employees will be a matter for the management of the firm concerned. However, employers should ensure that, before resorting to such measures, they have exhausted all other possible means of seeking to keep their staff engaged full-time on meaningful, profit-generating work.

If, despite their best efforts, it proves impossible to do so, but the employer decides that the circumstances do not warrant effecting redundancies, then the employer may, in the relevant part of its business, introduce short-time working for the staff concerned or lay them off.

Minimising or Avoiding Short-Time Working and Lay-Off

Measures which may avoid or reduce the need for short-time working and lay-off could include the following:

- Natural wastage, i.e. not filling vacant posts.
- Restrictions on recruitment.
- Filling vacancies from among existing employees.
- Retraining and redeployment to other sections of the organisation.
- Reduce or eliminate overtime.
- Job-share or part-time working.
- Ceasing the employment of temporary, contract and agency staff where possible, subject to operational requirements.

There may be employees who volunteer for redundancy or early retirement if these options are offered. If so, employers will usually make the final decision whether or not to accept certain volunteers in order to ensure the organisation retains the necessary skills base.

Consultation with Staff

Before introducing short-time working or laying off staff, employers will consult with the staff concerned – either directly or through their local EESA representative.

During the course of such consultation, the employer shall:

- Set out the business case as to why short-time working and/or lay-off is considered by the employer to be necessary.
- Describe the steps that have previously been taken to avoid the need for short-time working and/or lay-off.
- Identify the sections of the employer's business which are affected.

- Describe the process by which given individuals have been identified as potential subjects for short-time working and/or lay-off.
- As far as possible at this consultative stage, indicate the likely length of time for which it may be necessary for the envisaged arrangements to continue.
- Discuss the kind of arrangements which the employer envisages for staff employees to keep in touch with work during any period of lay-off.
- Consider any representations which the appropriate EESA representative(s) or the employees to be put onto short-time working, or to be laid off, may wish to make about the arrangements which the employer has in mind.

The employer will ensure that a written record is taken of these consultations and that appropriate steps are taken to agree this record with the employee(s) concerned and/or their EESA representative(s).

Implementing Changes

Following such consultation and after allowing reasonable time for appropriate workplace discussion to take place, the employer will write to the individual staff members concerned confirming the arrangements that are to be introduced for the short-time working or the lay-off of the individual staff member concerned. The kind of information which the employer should include in its written communication with the individual staff members concerned includes the following:

- The nature of the arrangements being introduced – i.e., whether short-time working or lay-off, and whether any rotation of the arrangements is envisaged.
- Their envisaged duration.
- The arrangements for keeping in touch with work during absences.
- The basis of calculation for *pro rata* payment of salary equitably to reflect the balance between time spent at work and time not at work.
- The arrangements which are available to the staff employee concerned to register an appeal if he/she has a complaint against the employer about any aspect of the arrangements to be implemented.

Exclusion

These arrangements are without prejudice to:

- A staff employee's ability to serve notice to claim a statutory redundancy payment under Section 148 of the Employment Rights Act 1996, in cases where the employee has been laid off or kept on short-time:

- For four or more consecutive weeks of which the last before the service of the notice ended on, or was not more than four weeks before, the date of service of the notice, or
- For a series of six or more weeks (of which not more than three were consecutive) within a period of thirteen weeks, where the last week of the series before the service of the notice ended on, or was not more than four weeks before, the date of service of the notice.
- An employer's ability to resist any such claim from a staff employee under Section 152 of the Employment Rights Act 1996 in cases where the employer is able to demonstrate that the volume of work is likely to increase – for example, because of a new order being placed, or some similar occurrence – and be sustained at such increased level for not less than thirteen weeks; and
- A staff employee's entitlement to guarantee payments for up to five workless days in any three month period, under Sections 28-31 of the Employment Rights Act 1996.

6. Developing, Implementing and Using Formalised Performance Management and Appraisal Methods and Systems

Managing Employees' Performance - Overview

Agreeing appropriate objectives and making effective use of performance management and appraisal systems can improve business performance by helping employers assess how effectively their employees are working and improve employees' job satisfaction.

Establishing clear, defined **performance targets/objectives** helps employees focus on the goals of the business they work for.

A structured appraisal **system** can help employers and employees:

- Establish objectives related to the organisation's **business goals**, so as to direct the individual employee's future job performance.
- Agree competencies and behaviours which will help the employee deliver the agreed objectives.
- Identify any areas for the employee's professional and personal development.
- Help employee's feel that their work is recognised and how their contribution to the business is valued.

If employees are engaged with the business goals of the organisation for which they work, the business will perform better.

The Environmental Engineering Industry (EEI) National Joint Council Staff Salary Agreement (as revised 1 June 2011) provides the potential for employers to make individual job performance central to salary progression. This Joint Guidance Note – which has been agreed between the Parties to the Agreement – is therefore aimed at providing advice and guidance to employers on the steps they could take in developing, implementing and using formalised performance management and appraisal methods and systems.

Importantly, it also outlines how to identify and set objectives.

Developing and Planning a Performance Management/Appraisal Scheme

Performance management/appraisal schemes work best if they are properly planned and implemented.

Designing a performance management/appraisal system which is effective in motivating employees to perform in the way the employer wants them to and which is attuned to the employer's business requirements will normally take account of the following four key elements:

1. Objective setting:

- Sharing an understanding of what the business is aiming to achieve – i.e. the organisation's business goals.
- Deciding what employers want from their employees, in terms of job performance, competences and behaviours required to deliver the employer's business objectives.
- Agreeing these performance targets/objectives with individual employees.
- Setting timescales for employees to achieve these objectives.

2. Performance management:

- Giving employees the tools, resources and training they need to perform fully effectively.
- Monitoring performance regularly against agreed targets/objectives.
- Taking steps to help staff improve performance if they are not performing adequately.

3. Carrying out appraisals:

- Reviewing and assessing individual employees' job performance.
- Discussing those assessments with them.
- Agreeing on future objectives, competences and behaviours required to achieve those objectives, and personal and professional training and development needs.

4. **Providing remedies/rewards:**

- Considering how to address inadequate performance and areas for employees' development.
- Considering how to link appropriate reward to the operation of the performance management/appraisal system.

In designing a scheme, employers will need to give consideration to a number of practical considerations, such as:

- The frequency of appraisals.
- Giving advice and guidance to managers and employees concerning how performance management/appraisal meetings with employees should be structured.
- Training managers in preparing for and conducting performance management/ appraisal meetings.
- Training employees in how best they can prepare for, contribute to and gain maximum benefit from their own appraisal.
- The design of a form or file note for recording the result of performance management/appraisal meetings and the agreed objectives for the next review period.

Implementing a Scheme

The following comments are intended to help employers consider the key points in implementing a performance management/appraisal scheme:

- Employers should have a good knowledge of what an employee's job involves. Written job descriptions, conducting job evaluations, and analysing and grading jobs within the business are all central to this. The Environmental Engineering Industry (EEI) National Joint Council job evaluation/grading scheme should normally be used for evaluating/grading jobs. (Details of the EEI job evaluation/grading scheme can be obtained from the Employers' Secretary, EEI National Joint Council, Rotherwick House, 3 Thomas More Street, St. Katherine's and Wapping, London E1W 1YZ.
- Making sure all managers are (i) committed to the performance management/appraisal system and (ii) aware of the acceptable standards each employee will be expected to achieve will help in ensuring that the scheme is taken seriously, delivers tangible benefits to employers and employees alike, and becomes part of normal routine (rather than being seen as a threat).
- Employers will need to ensure that those managers who are going to be responsible for carrying out performance management/appraisal discussions have sufficient time and resource to be able to do so and to undertake the necessary follow-up effectively.
- Discussion with employees and their representatives before implementation will assist the ready acceptance and adoption of a scheme by employees.

- Once the parameters of a performance management/appraisal scheme have been determined, it will usually be worthwhile conducting a pilot scheme with sample groups of managers and employees to ensure the envisaged arrangements are workable.
- Once the performance management/appraisal system is in place, communicating with employees about it formally will help allay any fears among the workforce about the purpose of the scheme.
- Formal performance management/appraisal systems should not replace more informal feedback – such as at regular progress meetings – to help keep employers in touch with their staff.
- Informing new starters about the appraisal system will ensure nobody is inadvertently omitted from the arrangements employers put in place.
- The extent to which employers link pay progression of individual employees to improvement in individual performance is a matter for employers to determine. There is a risk that the issue of money may end up dominating a meeting that was aimed mainly at appraising performance. On the other hand, employers might decide that particular performance characteristics can be encouraged by a particular approach to salary administration.

Using a Scheme – Setting Performance Targets/Objectives

There are three aspects to planning an individual employee's job performance through objective setting:

- Performance targets/objectives, related to the employer's business goals, which the employee is expected to achieve.
- The competences or behaviours the employer wishes to encourage in individual employees to achieve the business goals of the organisation and the way in which employees work towards their objectives.
- Personal and professional training and development requirements – the development employees need in order to achieve their objectives and realise their potential.

Benefits of Defining Performance Targets/Objectives

Defining performance targets/objectives for employees will help employers to:

- Ensure that every employee's contribution fits into the overall aims of the business.
- Help individual employees better understand their aims and role within the business.
- Create standards to measure the quantity and quality of employees' work.
- Identify potential ways to make the business run more efficiently.

Agreeing Performance Targets/Objectives

Performance targets/objectives should be agreed to cover essential outputs relating to the employee's role, together with any known special projects that the individual may be required to carry out.

Employees must be able to understand their performance targets/objectives and know what they need to do in order to achieve them. Agreeing performance targets/objectives is usually achieved through discussion between the relevant line manager and individual employee. Involving the individual employee in framing his/her performance targets/objectives for the next review period is likely to make them more relevant and better understood and will ensure that they buy in to achieving the targets/objectives.

Performance targets/objectives will need to reflect and support the business goals of the organisation, so line managers and others undertaking performance management discussions/appraisals will need to be fully conversant with the aims of the business.

Some businesses make a distinction between goals, which apply to the whole business, and objectives, which apply to individuals. For instance, a goal might be to increase sales by a certain percentage over a 12-month period. An employee's objective might be to bring in, for example, one new client per month over that 12-month period.

Making Performance Targets/Objectives SMART

To make sure the objectives are useful and effective, it will usually be appropriate to ensure performance targets/objectives are SMART. This means making sure they are:

- **Specific** – objectives should state a desired outcome. What does the employee need to achieve?
- **Measurable** – how will employer and employee know when an objective has been achieved?
- **Achievable** – is the objective challenging, while also being something the employee is capable of achieving?
- **Realistic** – do objectives relate to the goals of the business unit in which the employee works?
- **Time-based** – when does the objective need to be achieved?

When Performance can be Hard to Measure

If results are not easily quantifiable, it is usually possible to develop an approach which scores employees on a scale. For example, an employer might give individual employees a score between one and six for their level of competence in certain areas. The employer's business goals might require individual performance targets/objectives to focus on:

Leadership skills, team working, initiative/creativity and flexibility.

The objective might be for the employee to achieve an increase in their total score when compared with their previous appraisal.

In adopting such an approach, it will generally be appropriate to devote some time to developing a scale that is capable of enabling managers to measure the particular competence(s) concerned *objectively*. The scale used and the business-relevant competences focussed upon could be based on appropriate management, leadership or technical standards. These could be derived *either* by adapting:

- The Environmental Engineering Industry (EEI) National Joint Council Job Evaluation/ Grading Scheme.
- *Or from* the National Occupational Standards which underpin the national Qualifications and Credit Framework (QCF) in the sector. These can be accessed through, for example, the Building Services Engineering Skills Partnership website. (Building Services Engineering Skills Partnership is the Sector Skills Council for the building engineering services sector).

Conclusion

The performance of employees and the business is best managed if the performance management/appraisal system is tailored to the business goals of the employer.

It should be designed so that it helps managers to manage and improve the performance of themselves and their teams. The essence of any performance management is the relationship between employee and manager. Both should know what needs to be done to meet their own performance targets/objectives and how these contribute to the goals of the business as a whole.