

**JOINT CONCILIATION COMMITTEE OF THE  
HEATING, VENTILATING AND DOMESTIC ENGINEERING INDUSTRY**

**COMPRISING:**

Building Engineering Services Association

**124**

Unite – the Union

---

ROTHERWICK HOUSE,  
3 THOMAS MORE STREET,  
ST KATHARINE'S & WAPPING  
LONDON E1W 1YZ

TEL: 020 7313 4900

*18 December 2019*

**TO EMPLOYERS AND EMPLOYEES IN THE HEATING, VENTILATING,  
AIR CONDITIONING, PIPING AND DOMESTIC ENGINEERING INDUSTRY**

Dear Sir/Madam

**H&V Operative National Agreement – Handbook Revision**

**Introduction**

The Association and the Trade Union, as the Parties to the H&V Operative National Agreement, have recently agreed some revisions to the text of the National Agreement Handbook following an extensive review. The purpose of this JCC Letter is to draw the revisions to your attention.

The review has been occasioned by a number of factors. Apart from the need for some general up-dating and simplification of previous wording, relevant provisions of the National Agreement have been changed to:

- i. reflect provisions of education and skills legislation that make education and training compulsory until the age of 18;
- ii. update the occupational grade titles shown in Clause 6 (Grading Definitions) so that they align with the qualification titles shown in Appendix G (Industry Apprenticeships) of the Agreement;
- iii. update qualification titles to ensure consistency with Level 2 and Level 3 Trailblazer qualification standards as recorded by The Institute of Apprenticeships & Technical Education related to Building Services Engineering Craftsperson and Installer and Building Services Engineering Ductwork Craftsperson and Installer;

## Principal Changes

The principal changes are:

### 1. Clause 6 (Grading Definitions)

- i. removal of Mate (**aged 16 and 17**) from the grading structure. This approach is consistent with the requirements of the Education and Skills Act 2008 that makes it compulsory for those aged under 18 to remain in education or training. Although the Act does not apply to young people in Scotland, the Parties have agreed that it shall be adopted across all Nations covered by the Agreement. This change also supports the ongoing commitment of the Parties to work cohesively to encourage and stimulate apprenticeship intake into the qualified occupations covered by the National Agreement.
- ii. for grade Mate (**18 and over**) the modernisation of some of the language used to express a broader range of duties that aim to encourage and motivate individuals employed as a Mate who wish to consider qualifying for entry into another National Agreement grade.
- iii. general updating and modernisation of the wording contained in the grading definition across all other grades to more accurately reflect current industry practice; for example, replacing the word 'office' with 'project team';
- iv. the qualifying years' experience required to be re-graded as a Senior Craftsman reduced from five to three years. However, such re-grading as a Senior Craftsman shall be on the basis of the Craftsman having the capabilities required by the grade, rather than the Employer's requirement for such level of work to be performed;
- v. the Parties have agreed to adopt gender neutral terminology to describe the occupational titles in the Agreement, therefore 'Craftsman' becomes 'Craftsperson'. In the case of 'Foreman' it has been agreed to change the grade title to 'Team Leader'. The Agreement currently states that where the masculine pronoun is used within other substantive provisions, these apply equally to men and women;
- vi. the words '**Building Services Engineering**' to be included as a prefix to all qualified National Agreement grades; as illustrated in the attached *Appendix 1* to this JCC Letter.

### 2. Appendix D – TAXATION OF ALLOWANCES

- i. The changes outlined in *Appendix 2* to this JCC Letter set out information in a more logical and easier-to-read style than the existing information shown in Appendix D which has been in place

since 1989. The revised information also removes information, such as zoning arrangements, that is no longer applicable or relevant.

- ii. In addition, a new single Lodging Certificate has been developed and will replace the existing two certificates (tax form A and tax form B) that HM Revenue and Customs require to be completed by Operatives who lodge away from home, and are paid allowances, under the terms of the Agreement.

### **3. Appendix G – INDUSTRY APPRENTICESHIPS**

- i. The changes shown in *Appendix 3* to this JCC Letter are largely intended to update the text so that it aligns with the qualification titles already adopted by the Institute for Apprenticeships & Technical Education in respect of Level 2 and Level 3 **Building Services Engineering** Apprenticeships.

Where not already implemented, it is intended that the changes outlined above should take immediate effect.

Signed on behalf of and as authorised by the  
BUILDING ENGINEERING SERVICES ASSOCIATION  
P L SAMUELS, Head of Employment Affairs

Signed on behalf of and as authorised by  
UNITE – THE UNION  
I WOODLAND, National Officer for Construction Sector

## CLAUSE 6: GRADING DEFINITION

### National Agreement Grade

The definition of the grade **Mate** shall be:

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

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

The definition of the grade **Adult Trainee** shall be:

An Adult Trainee shall be graded the same as a Mate but shall be undergoing recognised training or pursuing accreditation of prior learning and/or experience with a view to achieving **one of the Level 2 qualifications listed in Appendix G to this National Agreement, and appropriate to an occupation covered by this Agreement**

The definition of the grade **Building Services Engineering Installer** shall be

An Installer shall be able, under supervision, to carry out the installation of domestic or industrial/commercial pipework and/or ductwork, and associated components and systems **in line with recognised industry and/or company standards**. An Installer shall be able to:

- i demonstrate a basic knowledge of how the components within a system relate to each other;
- ii plan the installation of system components;
- iii install and test system components;
- iv carry out pre-commission testing; and
- v de-commission systems.

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

All Installers entering the grade shall demonstrate that they have satisfactorily completed training or received formal accreditation for the skills and experience they possess, howsoever acquired, in accordance with the requirements of **one of the Level 2 qualifications listed in Appendix G**, which may be amended from time to time – as approved by the appropriate national accreditation **or sector representative bodies in one of the occupations covered by this Agreement**.

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

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

The definition of the grade **Apprentice/Trainee** shall be:

An Apprentice/Trainee – as distinct from an Adult Trainee – shall be undertaking an approved course of training as follows:

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

The definition of the grade **Building Services Engineering Craftsperson** shall be:

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

- i demonstrate a greater depth of technical knowledge, responsibility **and level of productivity** than a **Building Services Engineering Installer**: in particular, a **Building Services Engineering Craftsperson** shall be able to demonstrate detailed knowledge of a system's operating principles;
- ii set, identify and establish the requirements of the job, whether from drawings or customers' other instructions;
- iii liaise with other trades, suppliers and customers, as appropriate;
- iv solve problems within the scope of the work carried out;
- v ensure compliance with all relevant standards;
- vi specify and monitor programmes for installing and commissioning systems;
- vii commission and test systems.

A **Building Services Engineering Craftsperson** shall also be able to demonstrate competence in the health and safety, human interaction, quality control and environmental requirements appropriate to their scope of work.

A **Building Services Engineering Craftsperson** shall:

have worked in the industry for four consecutive years; **and**

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

have completed **an apprenticeship approved by the relevant Government agencies in England, Scotland, Wales or Northern Ireland** or

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

- in accordance with the requirements of one **of the Level 3 qualifications listed in Appendix G to this Agreement** which may be amended from time to time – as approved by the appropriate national accreditation **or sector representative** bodies, **in one of the occupations covered by this Agreement**.

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

The definition of the grade **Building Services Engineering Senior Craftsperson** shall be:

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

A **Building Services Engineering Senior Craftsperson** shall:

- i have experience beyond that of a **Building Services Engineering Craftsperson** by virtue of additional proficiency, **greater productivity** and flexibility, and have other special skills over and above those detailed in the definition of a **Building Services Engineering Craftsperson**; and

- ii agree to undertake the day-to-day on-the-job training and instruction of Adult Trainees, Apprentices and other trainees/candidates undergoing, for example, the accreditation of their prior learning aimed at the achievement of industry-recognised Vocational Qualifications; and
- iii be able to take responsibility for the day-to-day supervision of work **teams** with an average labour force of three other **Operatives covered by this National Agreement**.

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

The definition of the grade **Building Services Engineering Team Leader** (formerly Foreman) shall be:

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

- i assign tasks to **Building Services Engineering Senior Craftspersons** with supervisory responsibilities and other Operatives under his direct control
- ii redeploy **Building Services Engineering Senior Craftspersons** with supervisory responsibilities or other Operatives under his direct control, in order to achieve the optimum productivity including on-site batch production and fabrication
- iii decide methods to be used for individual operations and instruct other Operatives accordingly
- iv ensure variation work does not proceed without authority from the **project team**
- v maintain site contract control procedure
- vi requisition and progress supply of necessary equipment and materials to other Operatives **within agreed timeframes**
- vii ensure that other Operatives take all reasonable steps to safeguard, maintain and generally take care of Employer's tools, **plant** and materials
- viii maintain day to day liaison and programme of work with main contractor and other sub-contractors
- ix inspect and review progress and quality of work ~~of~~ **undertaken by** sub-contractors
- x monitor progress **with the project team**, in order that agreed programme is met
- xi measure and record progress of work
- xii inspect the work of other Operatives for quality, progress and satisfactory completion
- xiii check weekly progress against programme and identify deviations therefrom
- xiv verify **and record hours worked by Operatives to ensure accurate record keeping** and despatch **this information** promptly to the **project team**
- xv notify the **project team** of impending delays likely to affect progress or give rise to a claim
- xvi establish reasons for delays to work and notify **the project team**.
- xvii provide information for cost variation investigations when necessary
- xviii forecast labour requirements
- xix ensure company instructions and standards of discipline, **productivity, quality** and safety are maintained on site
- xx ensure that the conditions of the National Agreement and any other conditions of employment are complied with
- xxi supervise training of Apprentices assigned to his control

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

**Alternatively:**

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

The Employer is not obliged to re-grade every Building Services Engineering Senior Craftsperson as Building Services Engineering Team Leader (formerly Foreman) who may have the capabilities required by the Building Services Engineering Team Leader (formerly Foreman) grade or the NVQ/SVQ Level 3 Supervision. A Building Services Engineering Senior Craftsperson who is graded as a Building Services Engineering Team Leader (formerly Foreman) does not necessarily carry the Building Services Engineering Team Leader (formerly Foreman) grade with him to a new Employer.

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

The definition of the grade **Building Services Engineering Supervisor** shall be:

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

## **Appendix D – Taxation of Allowances**

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

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

ALLOWANCE	TAXABLE OR NOT TAXABLE
Abnormal Conditions Money (Clause 8)	Taxable
Reimbursement of fares (Clause 15ai)	See below
Daily travelling allowance (Clause 15aai)	Taxable
Lodging allowance (Clause 16)	See below
Holiday pay (Clause 21)	Taxable
Sickness and Accident Benefit (Clause 22)	Taxable
Tool and Clothing allowance	Flat rate expense allowance given in PAYE code

### Introductory Notes

#### **What are refunded fares?**

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

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

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

#### **What is a 'notional' public transport rate?**

If an Operative uses his own transport instead of public transport, he remains entitled under the National Agreement to a payment equivalent to the fare he would have been charged and he used public transport. BUT only amounts of up to 25p a mile may be paid tax free. Payments in excess of 25p per mile are

taxable because. Although a public transport fare can be established, the Operative did not actually pay a fare, so the amount paid tax free is limited to 25p per mile.

Where it is not possible to determine the actual fare for the journey being reimbursed, HM Revenue and Customs is prepared to accept that the Employer can request the rate per mile used by his local transport provider(s) and use this as a notional rate per mile. BUT only amounts of up to 25p a mile may be paid tax free. Payments in excess of 25p per mile are taxable.

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

### **Fare Allowances under the National Working Rules**

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

#### **A) Tax treatment of reimbursed fares and allowances for fares**

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

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

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

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

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

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

- If the operative is paid the allowance of 25 per mile for the journey to site, it is tax free.
- (iv) If an operative is sent from site to site to work during the day:**
- any actual fares reimbursed are tax free, but a claims sheet must be submitted with receipts if possible.
  - if the operative uses his own vehicle and is paid a 'notional' public transport rate as described in the introduction it may be paid tax free as long as it does not exceed 25p per mile. Payments in excess of 25p per mile are taxable.
  - if the operative is paid the allowance of 25 per mile for the journeys it is tax free.
- (v) If an operative is lodging and his lodging are more than two miles from the site:**
- actual fares reimbursed are tax free, but a claim sheet must be submitted with receipts, if possible.
  - if the Operative uses his own vehicle and is paid a 'notional' public transport rate as described in the introduction above it may be paid tax free provided it does not exceed 25p per mile. Payments in excess of 25p per mile are taxable.
  - if the Operative is paid the allowance of 25p per mile for the journey it is tax free.
- (vi) If an operative is asked to travel from home to site, or from centre to site, or site to site and is bought a season ticket by his employer for travel on those journeys because it is cheaper for the employer to buy a season ticket than refund daily fares:**
- there is no taxable benefit, but evidence must be held to show that the season ticket is cheaper than refunding 25p per mile for journeys travelled for their business.
- (vii) If the Operative buys his own season ticket and asks for reimbursement from his Employer:**
- Reimbursement can be made without tax provided it is intended to cover only the home to site, shop/office to site or site to site journeys and is cheaper for the employer than refunding 25p per mile.
  - Again, evidence to demonstrate that the season ticket was of benefit to the Employer should be kept.

## **B) Tax Treatment of Lodging Allowance**

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

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

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

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

**TIP**

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

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

**Employer's Name**

.....  
.....

**Employer's Address**

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

**Employee's Name**

.....  
.....

**Date** ..... **Employers pay ref** .....

**NIC No** .....

**To be completed by Employee**

**I certify that my permanent home address is**

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

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

**My temporary address is**

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

**My temporary site is at**

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

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

**Yes**

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

**(Names)** .....

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

OR

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

**Yes**

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

**Signed** .....  
**Print Name** .....

**To be Signed by Employer**

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

**Signed** .....  
**Date** .....

**Role in Employer's company**

.....

## Industry Apprenticeships

### Introduction

- 1 An important key to the future success of the industry is ensuring a well trained, flexible workforce. This requires investment in young people and their training to give them the level of skills required by the industry.
- 2 The Association and the Union as the Parties to this Agreement, work together to maintain an effective employment framework for apprenticeships, which aim to:
  - a. ensure apprenticeships are attractive to those considering joining the industry
  - b. retain apprentices through to completion of their apprenticeship
  - c. deliver the competence that helps to maintain and improve the industry's productivity
  - d. complement the Apprenticeship Policy Frameworks of Governments throughout the United Kingdom
- 3 The Association recognises the exclusive right of Unite the Union to represent Apprentices employed under this Agreement, and encourages Employers to ensure Apprentices are so represented in the event of grievance, disciplinary or redundancy matters which may involve the Apprentice.

### National/Scottish Vocational Qualifications and Apprenticeship Standards

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

## H&V National Agreement Appendix G

### Access to Training

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

- a. through employment as an Apprentice, normally incorporating an initial probationary period of employment of, usually, not less than six and not more than twelve months, with the relevant Employer(s); or
- b. through attendance on a recognised programme of training at a College or other approved training centre, incorporating appropriate work-based assessment and work experience leading to one of the vocational qualifications relevant to the scope of work covered by this Agreement; or
- c. through a recognised industry programme of training, involving structured on-the-job training and/or distance learning; or
- d. a combination of these methods.

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

- a. the Employer(s) to employ, train and pay the Apprentice, with a view to offering the Apprentice further employment on the completion of his/her Apprenticeship;
- b. the Apprentice diligently to follow the prescribed programme of training and work experience, including, if required, attendance at an appropriate **college** or other approved training centre;
- c. the relevant **provider of training** to ensure the training provided meets prescribed quality standards and to use its

## H&V National Agreement Appendix G

best endeavours to ensure full continuity of training, if the Employer is unable to provide the breadth and scope of training to achieve the objectives of the Apprentice's Individual Learning Plan.

- 8 Under the terms of the Training Agreement referred to in the previous paragraph, Apprentices shall complete an Individual Learning Plan, setting out the key stages and training milestones to be achieved, throughout the Apprenticeship. The Plan sets out how the training will be structured and delivered, and shall be completed so that it reflects:
  - a. an initial assessment of relevant prior knowledge, existing skills and valid previous work experience of the individual; and
  - b. establish whether these knowledge, skills and experience can be credited to count towards **the NVQs, SVQs or Apprenticeship Standards**

### Progression Structure

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

Each occupation follows specific pathways as follows:-

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

*\*These are the terms used in the relevant Framework Apprenticeships.*

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

## H&V National Agreement Appendix G

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

In England the Government has introduced Apprenticeship Standards. The (old) Apprenticeship Frameworks will run alongside these (new) apprenticeships for apprentices who start their apprenticeship by the middle of 2020.

The Apprenticeship Standards require satisfactory completion of an assessment process at the end of the apprenticeship (End Point Assessment). To indicate an Operative is ready to undertake the end point assessment, the apprentices must meet the requirements specified within the 'Gateway' as shown in the table below.

<b>Apprenticeship Standard</b>	<b>Gateway requirements</b>
<b>Building Services Engineering Installer</b>	<ul style="list-style-type: none"><li>• Confirmation from Employer and Training Provider that the learner is ready to access the End Point Assessment.</li><li>• Level 2 Heating and Ventilating Installer Qualification achieved</li><li>• Level 2 English and Maths and Level 1 Information &amp; Communication Technology achieved</li></ul>
<b>Building Services Engineering Craftsperson</b>	<ul style="list-style-type: none"><li>• Confirmation from Employer and Training Provider that the learner is ready to access the End Point Assessment</li><li>• Level 3 Heating and Ventilating Craftsperson Qualification</li></ul>

## H&V National Agreement Appendix G

	<ul style="list-style-type: none"> <li>achieved</li> <li>• Level 2 English and Maths and Level 1 Information &amp; Communication Technology achieved</li> <li>• Record of Achievement completed</li> </ul>
<p><b>Building Services Engineering</b> Ductwork Installer</p>	<ul style="list-style-type: none"> <li>• Confirmation from Employer and Training Provider that the learner is ready to access the End Point Assessment, with the employer making the final decision</li> <li>• Level 1 English and Mathematics qualifications achieved</li> <li>• Level 2 English and Mathematics tests attempted</li> </ul>
<p><b>Building Services Engineering</b> Ductwork Craftsperson</p>	<ul style="list-style-type: none"> <li>• Confirmation from Employer and Training Provider that the learner is ready to access the End Point Assessment, with the employer making the final decision</li> <li>• Level 2 English and Mathematics qualifications achieved</li> <li>• Record of Achievement completed</li> </ul>

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

### **Grading Milestones**

#### **a. Junior**

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

## H&V National Agreement Appendix G

### b. **Intermediate**

- i. An Intermediate Apprentice will have fulfilled the conditions necessary to progress from Junior to Intermediate Apprentice and will be undertaking a training programme and pursuing a programme of planned work experience aimed at achieving the appropriate Level 2 qualification in the table above in a relevant subject.
- ii. If an Intermediate Apprentice has been specifically appointed to be trained up to NVQ Level 2 only (because it is intended that the Apprentice should subsequently be appointed as an Installer within the grade structure of this Agreement on completion of the relevant training programme), the Apprentice will be regarded as having fulfilled the Training and Assessment/Individual Learning Plan on completion of:
  1. NVQ Level 2 in a relevant subject; and
  2. specified Functional Skills (England), Essential Skills (Wales), **or** Essential and Key Skills (Northern Ireland);
- iii. However, the approach described in sub-sub-paragraph ii above is not available in Scotland because of the funding methodology employed in that part of the UK.

### c. **Senior**

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

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

## H&V National Agreement Appendix G

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

### **Pay and Other Conditions of Modern Apprentices and Those Following an Apprenticeship Standard**

- 11** The hourly rates of pay, allowances and holiday credits, payable to Apprentices starting their Apprenticeship aged either 16 or 17, shall be agreed from time to time between the Association and Union. Current hourly rates of wages are enumerated in an Appendix to the National Agreement.
- 12** Apprentices shall proceed to the hourly rate for the next Apprentice grade in the Apprentice pay structure with effect from the date of achieving the relevant Milestone as recorded in the Training and Assessment/Individual Training Plan.
- 13** Rates of pay for Apprentices who start their Apprenticeship later than age 16 or 17, shall be agreed between the Employer and the Apprentice concerned, taking account of relevant prior knowledge, skills and experience as appropriate. However:
- a. increases in pay rates should reflect the Junior / Intermediate / Senior grade structure, as well as being based on the achievement of Milestones a, b and c (in accordance with paragraph 9 above).
  - b. no Apprentice should be paid more than the hourly rate currently applicable to the Installer grade, under the National Agreement.

### **Other Conditions of Employment**

- 14** Apprentices will not normally be expected to undertake shift or nightwork, or to work hours in excess of the normal week except

## H&V National Agreement Appendix G

by agreement, although emergency working may occasionally be required. However, it is reasonable for Apprentices undertaking on-the-job training (in accordance with paragraph 6c above) to work the hours of the team of other Operatives responsible for their training, with whom they are for the time being working, subject to the normal overtime provisions (but see Clause 1 i).

- 15** The Employer will reimburse to the Apprentice reasonable travel and lodging costs incurred, where necessary, to attend college/training and assessment centre. Reasonable travel costs are considered to be the cheapest form of public transport, where available.

### **Holiday Entitlement and Holiday Payments**

- 16** Apprentices are entitled to the same number of days annual and recognised holidays as provided for in the National Agreement.
- 17** For Apprentices whose Employers do not participate in WELPLAN, holiday pay shall be as follows:
- current value of the weekly holiday credit for the grade concerned  $\times 52 \div 31$ .*
- 18** Apprentices whose Employer purchases holiday credits for them under the WELPLAN scheme will be entitled to holiday pay, calculated in accordance with Clause 21 (Annual Holiday – Payments) to this National Agreement.
- 19** Any Apprentice whose Employer purchases holiday credits for them under WELPLAN, and who has insufficient holiday credits in his/her account to cover the pay for ten days' Winter Holiday, because he/she entered the industry too late to accrue full entitlement, shall receive a payment pro rata to the weeks he/she did receive holiday credits under WELPLAN after 1 October of that year. The Employer shall be responsible for paying the difference between this sum and the value of holiday credits that would otherwise have been accrued in the appropriate period leading

## H&V National Agreement Appendix G

up to the Winter Holiday.

### **Duration of Contract of Employment**

- 20** Apprentices shall be employed on a contract of service, which is not time-served.
- 21** Subject to paragraph 3 above, the employment may be terminated by the Employer subject to appropriate notice on grounds of redundancy or on conduct or capability grounds at any time notwithstanding that the Apprentice may not have completed his apprenticeship programme.

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

- 22** The Training Agreement may be terminated independently of the employment contract. If the Training Agreement is terminated before attaining Milestone c in paragraph 9, but the employment contract continues, – e.g. because the Apprentice fails to meet the required standards – the Apprentice will be employed in a non-skilled capacity and will be re-graded appropriately, within the graded pay structure of the National Agreement.

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

- 23** An Apprentice employed on a permanent contract of employment whose Training Agreement is terminated on successful completion of NVQ /SVQ Level 2 will – after consultation with his Training **Provider** and with the agreement of his/her employer – be able to exercise the option to be re-graded, as set out below, and paid accordingly. Employers may have agreed in advance through the contract of employment with their **Apprentices** that, at this point in their development, they shall be re-graded as follows:
- a. Senior Apprentice (provided the Apprentice continues with his/her training programme and programme of planned work experience); or

## H&V National Agreement Appendix G

b. **Building Services Engineering** Installer

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

### **Employment Conditions on Successful Completion of NVQ/SVQ Level 3**

**24** An Apprentice employed on a permanent contract of employment whose Training Agreement is terminated on successful completion of all the relevant criteria in paragraph 9c above shall be paid and graded as follows:

- a. *if the Training Agreement is terminated on these grounds **within** four years of the date of commencement of the Apprenticeship* – the Modern Apprentice will be re-graded as an Installer within the terms of the National Agreement and paid accordingly until four years have elapsed from the commencement of the Apprenticeship, when the Apprentice will be eligible for re-grading as a **Building Services Engineering Craftsperson**, under the National Agreement.
- b. *if the Training Agreement is terminated on these grounds four years or more after the date of commencement of the Apprenticeship* – the Apprentice will be eligible for re-grading as a **Building Services Engineering Craftsperson**, under the National Agreement.

# H&V National Agreement Appendix G

## **Annex 1: Model Training Agreement**

This agreement is made between the parties named below:

Name of Apprentice:

.....

Name of Employer:

.....

Training Provider:

.....

Course Title:

.....

Date of Agreement:

.....

### **Responsibilities of the Apprentice:**

- (a) To comply with the terms and conditions of the apprenticeship and any relevant terms and conditions of employment as notified.
- (b) To work to the best of their ability and in accordance with the Employer's policies and procedures to work towards completion of the Framework.
- (c) In both working and training, to be diligent and punctual, undertake assessments and specific, measurable, achievable, realistic and time bound ("SMART") progress reviews and keep all necessary records in order to achieve the objectives of the Individual Learning Plan.
- (d) At all times to act in a safe and responsible manner and in accordance with the requirements of health and safety legislation relating to the individual's responsibilities and to

## H&V National Agreement Appendix G

promote and act in the Employer's best interests.

### **Responsibilities of the Employer**

- (a) To agree jointly with the Training Provider and the Apprentice an Individual Learning Plan based on the nationally agreed content for the industry as specified in the national approved framework.
- (b) To provide the learning and opportunities, support, experience, facilities and training necessary within an agreed timescale, to achieve the objectives in the Individual Learning Plan.
- (c) To provide records of all interim achievements by the Apprentice and to provide the Managing Agent/Training Provider with attendance records.
- (d) To fulfil all contractual and statutory responsibilities, in particular to take responsibility for equal opportunities practices and for the health, safety and welfare of the Apprentice whilst working and training.
- (e) To participate in regular SMART progress reviews – to listen to feedback, both positive and negative, to enable a constructive and ongoing process of review and evaluation.
- (f) To encourage continued employment and progression on the completion of the Individual Learning Plan.

### **Responsibilities of the Managing Agent/Training Provider**

- (a) To ensure that the content of the Individual Learning Plan fulfils the national and industry criteria.
- (b) To ensure all activities as described in the plan take place in the appropriate timescales, environment and circumstances, and that these focus on the needs of the learner.
- (c) To ensure that the training meets the nationally required standards of quality assurance, including health and safety, equal opportunities and contractual requirements required by the Awarding Organisations.

## H&V National Agreement Appendix G

- (d) To use all reasonable endeavours, if the employer is unable to complete the Individual Learning Plan, to ensure that the Apprentice is offered the opportunity to transfer to another employer with a similar Learning Plan.
- (e) To participate in regular SMART progress reviews – to listen to feedback, both positive and negative, to enable constructive and ongoing process of review and evaluation.
- (f) To provide and maintain records where appropriate.
- (g) To ensure learners are promptly presented with their Apprenticeship completion certificates and any other appropriate certification.

Apprentice Signature:

Print Name:

Date:

.....

.....

.....

Employer's Signature:

Print Name:

Date:

.....

.....

.....

Managing Agent/  
Training Provider Signature

Print Name:

Date:

.....

.....

.....