

**PROPOSED**  
**BUILDING ENGINEERING SERVICES**  
**NATIONAL AGREEMENT (BESNA)**

**AUGUST 2011**

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## **FOREWORD**

This National Agreement for the Building Engineering Services industry sets out terms and conditions of employment which contractors using this Agreement will apply to their Employees. In addition to the purposes and objectives of this National Agreement which are set out below, this Agreement seeks to ensure that those Operatives engaged in building engineering services are suitably trained, qualified, experienced and assessed to carry out the tasks required of them, in a competent manner that is conducive to the highest standards of health and safety in the workplace.

Terms used in this Agreement such as Employer, Employee and Operative, and the provisions of this Agreement are intended to apply equally to men and women. Therefore, where for simplicity masculine gender pronouns have been used, they are intended to apply equally to men and women.

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# BUILDING ENGINEERING SERVICES NATIONAL AGREEMENT

## PART A

### 1. SCOPE

1.1 The scope of this Agreement covers the building engineering services Industry in England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

1.2 Work which is included within the scope of the Agreement includes:

- (a) all forms of electrical, electronic, instrumentation and environmental installations, equipment, systems, appliances and ancillary plant; and
- (b) all forms of heating, ventilating, air conditioning, piping and mechanical engineering, including plumbing.

Any sub-contract services which provide all of the above services will be deemed to be covered by this Agreement.

1.3 Work which is excluded from the scope of the Agreement includes:

- (a) repair, maintenance and facilities management activities unless included within scope at the sole discretion of the contractor;
- (b) work which is undertaken by the Client or his contractor(s) under alternative arrangements;
- (c) all mechanical, electrical and plumbing activities which are undertaken in off-site manufacturing assembly production facilities or other off-site locations; and
- (d) work undertaken by specialist suppliers and sub-contractors.

1.4 The Parties to this Building Engineering Services National Agreement (“the Agreement”) are:

- (a) the Heating and Ventilating Contractors’ Association (HVCA) –

which represent the interests of Employers actively operating as multi-service contractors within the building engineering services industry defined in the Scope of this Agreement (“the industry”); and

- (b) Unite - the Union (“the Trade Union” or “Union”) –

which represents the interests of the workforce engaged within the industry.

- 1.5 The Parties to the Agreement have agreed to establish a Joint Building Engineering Services Forum to administer this Agreement and determine its forward strategy. How the Forum is intended to go about this is outlined in Part B of this Agreement.
- 1.6 The provisions of this Agreement supersede all other collective agreements which may previously have applied to the employment of the workforce covered by this Agreement.
- 1.7 For the avoidance of doubt, the collective agreements referred to in paragraph 1.6 which may previously have applied to the employment of the workforce now covered by this Agreement are:
- (a) the National Working Rules of the Joint Industry Board (JIB) for the Electrical Contracting Industry in England and Wales and all other Sections of the JIB Handbook;
  - (b) the National Working Rules of the Scottish Joint Industry Board (SJIB) for the electrical contracting industry and all other Sections of the SJIB Handbook;
  - (c) the National Working Rules of the Joint Industry Board (JIB) for Plumbing Mechanical Engineering Services (JIB-PMES) in England and Wales and all other Sections of the JIB-PMES Handbook;
  - (d) the National Working Rules of the Scottish and Northern Ireland Joint Industry Board for the Plumbing Industry (SNIJIBPI);
  - (e) the National Agreement as to Working Rules for Operatives in the Heating, Ventilating, Piping and Domestic Engineering Industry; and
  - (f) the Major Projects Agreement (which is incorporated as an Appendix or Section in the collective agreements listed at (a) to (c) and (e) above).
- 1.8 The Agreement may be altered from time to time following the agreement of both Parties. Changes that are agreed through negotiation will be incorporated into the contracts of employment of each individual employee.
- 1.9 This Agreement may be terminated by either Party issuing six months' notice of termination in writing to the other Party.

## **2. PRODUCTIVITY**

### **An Integrated Workforce**

- 2.1 Building engineering services contractors are increasingly working in a way that requires the integration of the mechanical, electrical and plumbing aspects of their work. New and emerging techniques involved in the installation of prefabricated building services distribution and containment modules do not follow the established distinctions between mechanical and electrical work practice. The greater integration of work practice and skills being driven by these changes in installation techniques requires an integrated building engineering services workforce – not a fragmented one organised along existing separate mechanical, electrical and plumbing lines.
- 2.2 To deliver the industry's product to Clients' satisfaction requires a workforce working in harmony, whatever the traditional trade background of the individual worker

concerned. Part of this requirement will involve integrated teams, achieved by all Operatives working under the same Agreement. It will involve all Operatives acquiring an appreciation of the implications of the work of the other trades.

- 2.3 The principle of integrated team working is an integral part of the changed work practice which is needed to deliver improved industry performance. It involves the optimisation and utilisation of the skills of the trades working together, in teams, to improve performance and productivity. Such teams will include a Team Leader – typically, a Building Engineering Services Supervisor – and any combination of Skilled Craftsmen, Installers or Assistants from the heating and ventilating, electrical and plumbing disciplines and other grades as appropriate. Apprentices and Trainees from each discipline may be deployed to work within the team. Nothing in this Agreement shall be deemed to act counter to this principle. This Agreement aspires to creating full integration and drives employers and their employees towards the creation of a multi-skilled workforce.
- 2.4 The Parties to this Agreement recognise that this more integrated approach to the organisation of the workforce will provide a more sustainable basis for:
- (a) direct employment in the industry;
  - (b) a consistent platform for achieving earnings commensurate with the skills attained by the individual workers concerned; and
  - (c) opportunities for enhancing employability within the building engineering services sector more widely.
- 2.5 The Parties also recognise that this Agreement will create an environment where contractors' workforces can perform to deliver the changes described above.
- 2.6 Individual Operatives and the Trade Union representing their interests agree to work towards achieving these objectives, and to co-operate with Employers in accepting the changes in working practices, utilisation of skills and training necessary for their attainment.
- 2.7 The Parties to this Agreement recognise and accept that the rewards package of this Agreement – especially the negotiated hourly rates, allowances and welfare benefit provision – is configured in order to ensure the commitment of all concerned to the change processes necessary to secure these developments.
- 2.8 The provisions of this Agreement are also intended to provide a platform for achieving the level of productivity and the necessary forms of work organisation required to ensure effective and efficient working in order to enable contractors to complete projects on time and within budget. The key aspects of this are:
- (a) recognition of new techniques involved in the installation of prefabricated building services distribution and containment modules, requiring a completely integrated approach which does not distinguish between mechanical, electrical and plumbing activities among the members of the workforce;
  - (b) a grading structure which brings building engineering services Operatives within a single employment framework, reflecting the need for integrated team working, and which is underpinned by a recognised career pathway and personal development: and

- (c) achieving the most effective use of working time.

### **Utilisation of Working Time**

- 2.9 The optimum utilisation of working time is fundamental to the achievement of high levels of productivity within the industry.
- 2.10 Employers are responsible for ensuring, as far as possible, that the logistics and facilities in each workplace allow the optimum use of working time. Where the logistics and facilities are the responsibility of others in the supply chain (e.g. the Employer's Client or the main contractor), the Employer will work with the appropriate parties so that the arrangements allow the most effective use of working time.
- 2.11 Maximum utilisation of time available for productive working will apply on all construction programmes achieved by the use of effective logistics, planning and resourcing. Employees will change into working clothes before clocking in at the start of the working day or shift, and clock out before changing out of working clothes at the end of the working day or shift. Clocking facilities will be located as close to the workface as practicable.
- 2.12 Employers will advise Operatives of the detailed arrangements which apply at each workplace, which may include clocking facilities or other means of recording worked hours.

### **Supervision**

- 2.13 The supervision of teams of Operatives is key to achieving high productivity and good quality installation. Employers will have different approaches as to how best to organise the supervision of the members of their workforce. Factors to be taken into account will include: the nature and level of the supervision required in a given set of circumstances; the number of Operatives to be supervised; whether the supervision is required on a temporary, fixed-term or permanent basis; the nature, complexity and geographic spread of the work involved; the number of sub-contractors involved in an installation; and the terms of the Employer's contract with his Client; etc.
- 2.14 An Operative in Grade B or Grade C of the grading structure of this Agreement (see Section 3 below) may be deployed as a Building Engineering Services Supervisor on a short-term assignment basis. During the period of his assignment, the Operative will be paid the rate for the grade. At the end of the assignment, the Operative will revert to his previous pay rate.

### **Continuous Development of Current Knowledge and Skills**

- 2.15 The Parties to this Agreement also recognise that with the emergence of new demands and priorities in the building engineering services industry – especially in relation to new environmental technologies such as solar panels, heat pumps, and prefabricated modularisation – it is vital that all Operatives, regardless of their grade, enhance their current knowledge and skills by committing to a programme of continuous development.
- 2.16 Continuous development represents a long-term commitment to enhancing the competences required to enable the Operative to fulfil the demands of his current role with his Employer. It involves:

- (a) the systematic maintenance, improvement and broadening of knowledge and skills;
  - (b) learning and putting into practice new competences; and
  - (c) investing in the future to ensure that the Employer remains competitive in the commercial market place and that the Operative retains and enhances his employability.
- 2.17 A successful programme of continuous development may include the following components:
- (a) identifying and agreeing appropriate training and development goals;
  - (b) determining the skills and knowledge needed to achieve those goals;
  - (c) planning how the goals are going to be achieved;
  - (d) recording the learning; and
  - (e) reviewing and evaluating the learning.
- 2.18 It is important, therefore, that both the Operative and his Employer recognise that any activity that contributes to the development of new knowledge and skills can be considered continuous development. Knowledge and skills can be kept up-to-date in a number of ways such as: on-the-job learning; private reading of industry journals, manufacturers' and suppliers' literature; and assisting and supporting colleagues.
- 2.19 Ultimately, the responsibility for continuous development rests with the Operative. However, the Parties to the Agreement accept that development should be planned in collaboration with the Employer, who, based on the needs of the business, shall encourage and support the Operative.

### **Post-Engagement and Performance Review**

- 2.20 Employers may assess the skills, experience, competence and job performance of their Operatives from time to time using their own in-house procedures, to help determine the training needs of their Operatives and to confirm their continuing suitability for their grading.

## **3. OPERATIVE GRADING**

- 3.1 Building engineering services Operatives covered by this Agreement shall be graded Level A, B, C, D or E in accordance with the grade definitions given below.

### **Core Values of the Grading Structure**

- 3.2 Overall, the core purpose of the grading structure in this Agreement is to provide high levels of competence and achieve the efficiencies that are possible through the deployment of a modern integrated building engineering services team.
- 3.3 A key development as far as the grading structure of this Agreement is concerned is the introduction at the top of the grading structure of a cross-services Building

Engineering Services Supervisor, who will be able competently to undertake the supervision of a group of the direct and non-direct workforce and who has an understanding of each of the building engineering services trades. To ensure that this grade holder is utilised productively and efficiently, employers will ensure Supervisors have appropriate levels of experience and receive appropriate levels of managerial guidance and the necessary training.

### **Grading of Operatives**

- 3.4 Once existing employees have been assimilated into the grade structure of this Agreement on the basis of the arrangements at paragraph 3.15, Employers shall assume responsibility for the grading of the Operatives they employ, taking account of the broad grading definitions given below. The grade structure described below sets out a clear progression path that will enable suitably qualified Operatives to progress through the grades of the Agreement, subject to possessing the relevant competences and the Employer's workload requirements. To this end, Operatives will be encouraged through the performance review procedures operated by their Employer (see paragraph 2.20 above) to undertake self-development and undergo paid training as appropriate.
- 3.5 Any disagreement between an Operative and his Employer as to the appropriate grading of an individual Operative may be referred, in the first instance, to the Employer's in-house individual grievance procedure and, if it cannot be resolved through that process, the matter may be referred to a Grading Sub-Committee of the Joint Building Engineering Services Forum.

### **Grade Structure of this Agreement**

#### **Building Engineering Services Supervisor (Grade A)**

- 3.6 A Building Engineering Services Supervisor:
- Must have had at least three years' experience of working as an Advanced Craftsman (Grade B), have completed the SSSTS course (or equivalent) and be capable of taking a higher level of responsibility than that required of an Advanced Craftsman (Grade B) for:
    - day-to-day supervision and control of integrated teams and other trades;
    - complete installations.
  - Must be capable of working to defined supervisory management standards:
    - managing and co-ordinating equipment, materials and other resources.
  - Must have significant, well developed organisational, technical, supervisory, communications and IT capabilities, such as (but not limited to):
    - reading and understanding complex technical specifications;
    - attending Supervisors' meetings;
    - produce short reports about relevant technical and supervisory matters.
  - Must have additional industry relevant qualification(s) and qualifications specified by his employer.

## **Advanced Building Engineering Services Craftsman (Grade B)**

### 3.7 An Advanced Building Engineering Services Craftsman:

- Must have all NVQ/SVQ Level 3 Diploma capabilities/competences described under Grade C below.
- Must have additional proficiency by virtue of skills, flexibility or technical knowledge as specified by their employer, over and above those described under Grade C below, such as (but not limited to):
  - natural gas competency certification;
  - unvented hot water;
  - water regulations;
  - electrical testing, inspection and commissioning.
- At least two years' experience as a Craftsman (Grade C).
- Must be able, if required, to take responsibility for the day-to-day supervision of:
  - work teams of other Craftsmen/Advanced Craftsmen/others (including integrated teams which may include others from different building engineering services trade backgrounds); and
  - small projects.
- H&V personnel must have an appreciation and understanding of electrical principles (and of how electrical matters might impinge upon their H&V work).
- Electrical personnel must have an appreciation and understanding of mechanical principles (and of how mechanical matters might impinge upon their electrical work).

## **Building Engineering Services Craftsman (Grade C)**

### 3.8 A Building Engineering Services Craftsman:

- Must have all NVQ/SVQ Level 3 Diploma capabilities/competences in:
  - H&V Installation (industrial and commercial); or
  - Electrical installation; or
  - Plumbing; or
  - Natural gas installation; or
  - Multi-service building engineering services installation.
- Must be capable of working independently to defined craft standards:
  - in the installation of all aspects of building engineering services appropriate to the trade background of the Operative concerned; and
  - in the commissioning and testing of building engineering services systems.

- Must be capable of interpreting documented information (written and/or drawn).
- Must have a well developed level of technical understanding, including the ability to:
  - demonstrate detailed knowledge of a system's operating principles;
  - set, identify and establish requirements of the job;
  - liaise with other trades, suppliers and customers;
  - be proactive in problem solving;
  - ensure compliance with all relevant standards;
  - specify and monitor programmes of work for installing and commissioning systems;
- Must be capable of working on own proficiently.
- Must be capable of working as a member of an integrated team, with others from different building engineering services trade backgrounds.

### **Building Engineering Services Installer (Grade D)**

#### 3.9 A Building Engineering Services Installer:

- Must have all NVQ/SVQ Level 2 Diploma capabilities/competences in:
  - H&V Installation (industrial and commercial); or
  - Electrical installation; or
  - Plumbing; or
  - Natural gas installation; or
  - Multi-service building engineering services installation.
- Must be capable of installing building engineering services, including engineering equipment, components, distribution modules and containment systems (which may often be pre-fabricated off site).
- Often required to work in integrated teams comprising personnel from a range of trade backgrounds.

### **Building Engineering Services Assistant (Grade E)**

3.10 The core duties of Operatives employed at Grade E will be to support the installation of building engineering services by undertaking mainly unskilled tasks, as directed by the Employer. Although there are no formal vocational qualifications required to undertake the role of Building Engineering Services Assistant, the employer will carry out an assessment of basic tasks to ensure suitable competence and confirm grading. Operatives in this grade will acquire valuable knowledge and experience that may allow them to progress to a Building Engineering Services Apprentice or Trainee, with the support of their employer, in which grade the Operative concerned will be able to work towards the attainment of an appropriate NVQ/SVQ 2 Diploma and thus progress to grade Level D (Building Engineering Services Installer).

### **Building Engineering Services Apprentices**

3.11 Apprentices employed under the Building Engineering Services National Agreement shall follow a recognised apprenticeship, which will comprise a two-year foundation

of core building engineering services training, focussing on the necessary health and safety and on the technical elements to satisfy the basic competency needs of a multi-skilled electro-mechanical Operative. At the end of the foundation programme, Apprentices may continue, subject to their employer's business needs, to advance to NVQ/SVQ Level 3 Diploma, taking one of the following routes:

- electrical;
- mechanical;
- plumbing; or, potentially,
- multi-skilled M&E

This approach to vocational training will be developed in such a way as to allow Apprentices to gain key experience and understanding of how each trade interlaces with the other, with the aim of providing an integrated and modern building engineering services industry workforce for the future; both productive, efficient and appropriately qualified – including, multi-skilled Operatives.

### **Building Engineering Services Trainees/Advanced Trainees**

- 3.12 Trainees who are not Apprentices may be designated as follows, depending on their status and subject to the level of training they are undertaking:
- (a) Trainee – working towards a relevant NVQ/SVQ Level 2 Diploma, in order to qualify for appointment as a Building Engineering Services Installer (Grade D above); or
  - (b) Advanced Trainee – a Building Engineering Services Installer who has made the formal commitment with his employer to work towards a relevant NVQ/SVQ Level 3 Diploma, in order to qualify for appointment as a Building Engineering Services Craftsman (Grade C above).

### **Rates of Pay**

- 3.13 Standard industry rates of pay for the Grades described above are negotiated from time to time between the Parties to this Agreement and are listed in a supplement to this Agreement which can be downloaded from the Joint Building Engineering Services Forum website at [ [www...](#) ]. There shall be two levels of standard industry rates, as follows:
- (a) *National Rate*: paid to all Operatives except those eligible to receive the London Rate; and
  - (b) *London Rate*: paid to all Operatives for hours spent working within the area bounded by the M25 London orbital motorway.

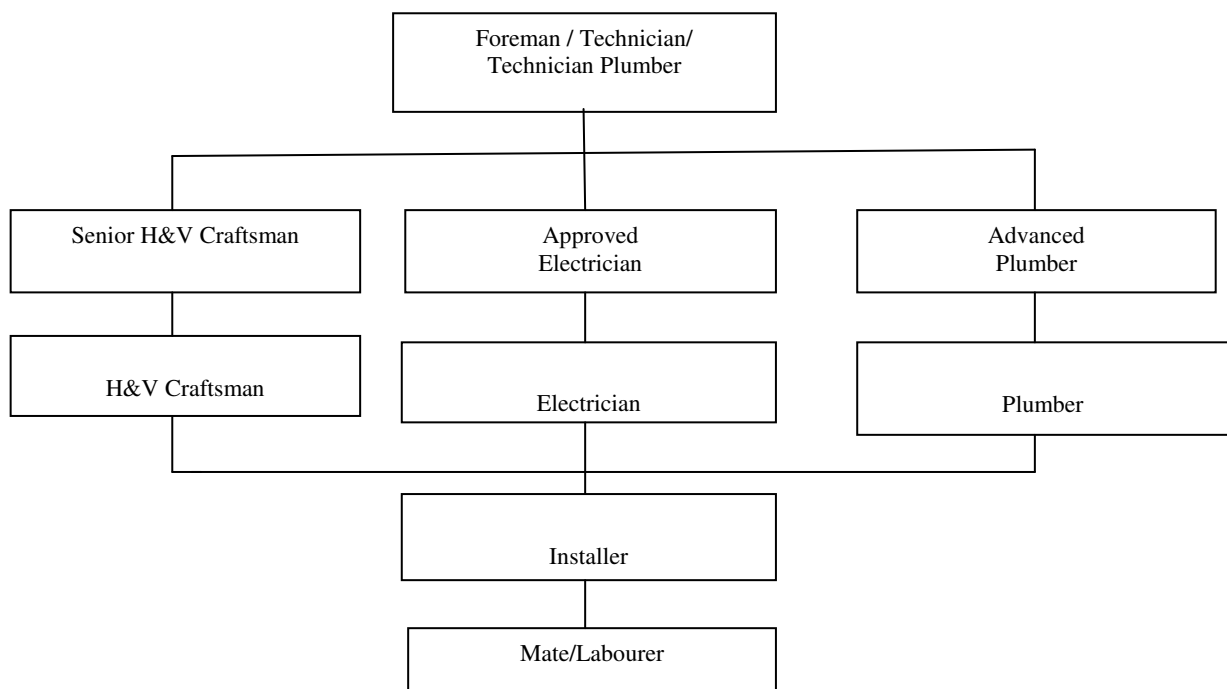
## Amalgamation of the Grade Structures of the Separate Trade Agreements previously used by Employers

3.14 The grade structures of the separate trade agreements previously used by employers for the employment of Operatives covered by this Agreement shall be amalgamated in accordance with the arrangements shown in **Diagram 1** below. (These separate agreements are listed in paragraph 1.7 above). The purpose of grouping the grades of the collective agreements previously used by employers in the manner shown in Diagram 1 is to form an integrated structure of grades/jobs at each level of the unified grading structure of this Agreement and to assist the industry in forming integrated teams of workers for the purposes described at paragraphs 2.1-2.8.

**Diagram 1**

### Building Engineering Services National Agreement - Grading Structure

#### Amalgamation of the Grade Structures of the Separate Trade Agreements previously used by Employers

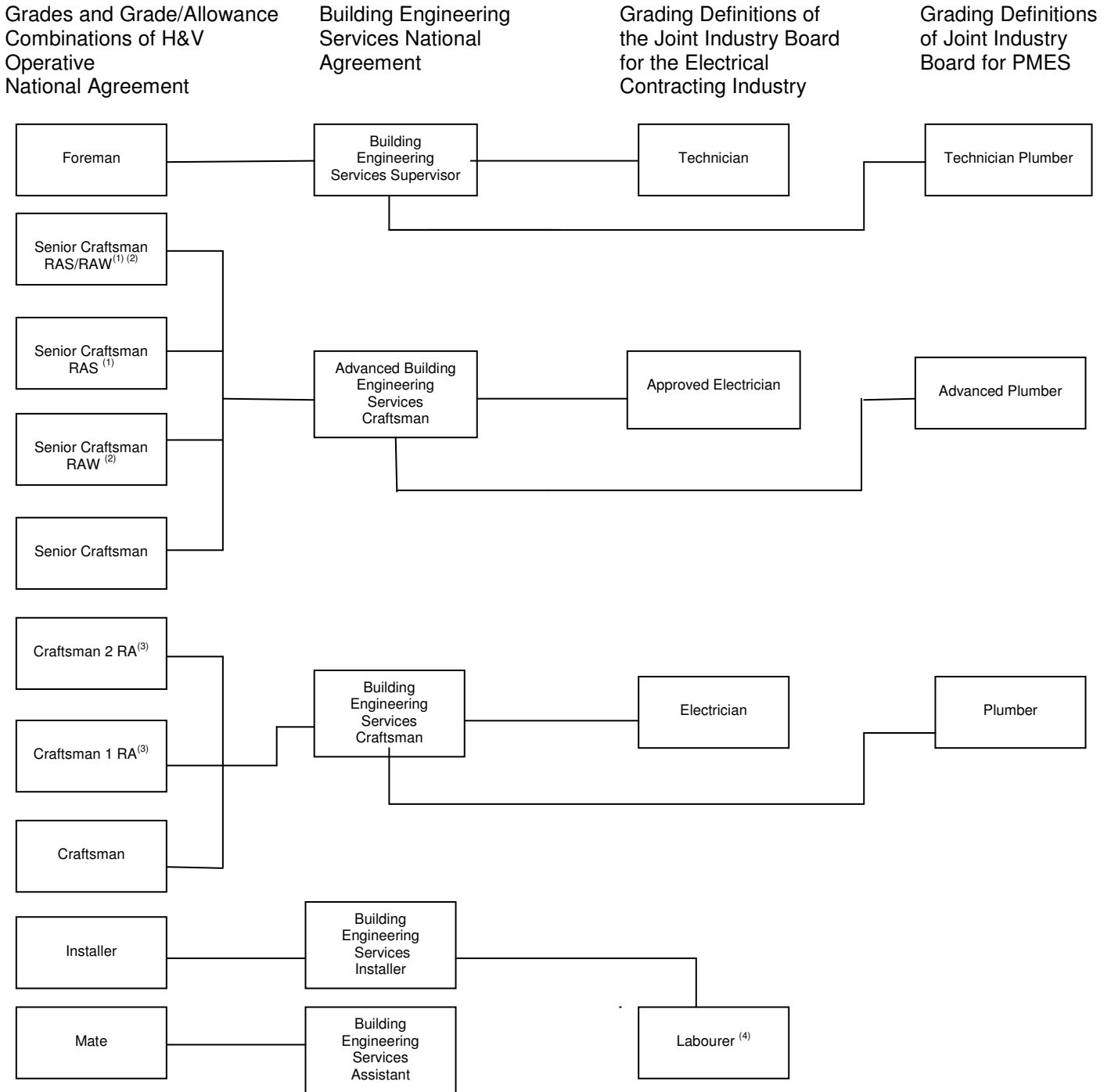


#### Assimilation of Existing Operatives into the Unified Grade Structure of this Agreement

3.15 Operatives covered by this Agreement shall be allocated to the appropriate grade of this Agreement on the basis of the agreed assimilation arrangements described in **Diagram 2** on the following page.

Diagram 2

**Building Engineering Services National Agreement  
Grade Assimilation Arrangements**



Notes to Diagram 2

1. RAS – Responsibility Allowance (Supervision) paid to Senior Craftsmen
2. RAW – Responsibility Allowance (Welding) paid to Senior Craftsmen
3. RA – Responsibility Allowance paid to Craftsmen
4. Some Labourers may be capable of obtaining NVQ Level 2 within two years

#### **4. WORKFORCE FLEXIBILITY: LIABILITY TO TRANSFER TO OTHER JOBS/OTHER LOCATIONS**

- 4.1 Operatives engaged under the terms of this Agreement will normally be employed from the Employer's place of business ("the shop"), although other arrangements regarding the normal place of work may be entered into. The appropriate arrangement must be agreed between the Employer and the Operative and incorporated into the Operative's individual contract of employment.
- 4.2 The "shop" for the purposes of paragraph 4.1 above shall be determined by the Employer upon recruitment to the company and shall be the Employer's shop, which shall be premises owned or rented by the Employer and used by the Employer for the purposes of general trading or management (as distinct from the management of one particular contract or site), where full-time supervisory or managerial staff are routinely available during normal working hours.
- 4.3 However where the job/site/project is more than 25 miles from the shop, the job/site/project can be substituted for the "shop" for the duration of that project and this shall be referred to as "local engagement".
- 4.4 Under the terms of this Agreement Operatives are required to transfer from job to job; and it will therefore normally be regarded as reasonable for Operatives to work anywhere within their Employer's defined business unit within which they are employed.
- 4.5 Where an Operative is engaged locally (i.e. for a specific project) then paragraph 4.3 will be applied.
- 4.6 The Employer will give as much notice as reasonably practicable of any requirement to move from one job to another.

#### **5. PAYMENT OF WAGES**

- 5.1 Unless otherwise agreed between the Employer and the Operative, the payment of wages shall be by credit transfer into a bank or building society account in the name of the Operative concerned.
- 5.2 Wages shall be calculated for weekly periods and normally paid weekly, in arrears, to the Operative within five normal working days, unless alternative arrangements are agreed under paragraph 5.4.
- 5.3 Where wages due cannot be calculated on timesheets, the Employer shall make assessed payment for the days worked. Any necessary corrections shall appear in wages payable for the following pay period.
- 5.4 Employers may, alternatively, by agreement with the Operative(s) concerned, choose to pay Operatives on a fortnightly, four-weekly, monthly or salaried basis. Under a salaried arrangement, the basic salary payable must be fully consistent with the applicable hourly pay rates and allowances within this Agreement and shall be paid to the Operative in equal instalments fortnightly, four-weekly or monthly, except where:
- (a) short-time working or lay-off is introduced; or

- (b) the Operative is absent from work owing to sickness (in which case the welfare and sickness benefit provisions of this Agreement (see paragraph 12.1) will take effect for the duration of the sickness absence).

## **6. HOURS OF WORK, BREAKS AND OVERTIME**

- 6.1 Basic weekly working time consists of 37.5 hours which shall normally be worked in five days Monday to Friday.
- 6.2 It is agreed by the Parties that working time in excess of 37.5 hours is not contractual; any working time beyond 37.5 hours a week that may be available is provided at the sole discretion of the Employer.
- 6.3 The organisation of working time during the normal working week – including the length of the working day and the hours of attendance – shall be determined by the Employer to suit the requirements of the project.

### **Rest Breaks**

- 6.4 The Employer shall determine the timing of a single daily paid *rest break* of 15 minutes. The daily *meal break* shall be unpaid and shall be a minimum of 30 minutes. The rest break and the meal break would normally be taken at different times of the day, but may be combined in any configuration to suit the practices of the employer or any particular job/site/project. Where any shift is less than six hours no meal break shall be provided.
- 6.5 Operatives will ensure that time spent on breaks minimises lost productive time and will co-operate with their Employer to achieve this objective.

### **Overtime**

- 6.6 It is accepted by the Parties that, whilst overtime working may be required from time to time, it should be contained within reasonable levels, and that any such requirements will comply with the Working Time Regulations 1998 and the derogations agreed between the Parties (set out at paragraphs 11.6-11.13 of this Agreement). In particular, it is the intention of the Parties to this Agreement that systematic overtime is to be avoided.
- 6.7 Where overtime working by Operatives is required by management to meet the requirements of the job/site/project, Operatives will not unreasonably withhold from working such overtime.
- 6.8 The number of hours to be worked at normal rates in any one week before any overtime premium is calculated shall be 37.5 hours.

### **Overtime Payments**

- 6.9 The difference between the normal hourly rate and the overtime rate shall be known as the “premium” payment.
- 6.10 *Total overtime payment* shall consist of two elements:
- (a) the *normal hourly rate* – payable in respect of the hour actually worked; plus

- (b) the corresponding relevant *overtime premium payment*.

The relevant normal hourly rate and the corresponding premium payment shall be added together to produce the *total overtime payment*.

6.11 The *overtime premium payments* shall be:

- (a) half the normal hourly rate (payable in circumstances described at paragraphs 6.12 and 6.14(a) below), resulting in a *total* overtime payment of *time-and-a-half*; or
- (b) equal to the hourly rate (payable in circumstances described at paragraphs 6.14 (b) and (c), resulting in a *total* overtime payment of *double time*.

### **Overtime during the Normal Working Week**

6.12 For the purposes of calculating overtime, time worked in excess of 37.5 hours during the normal working week – calculated on a weekly basis – shall be paid at the normal hourly rate plus the overtime premium payment at paragraph 6.11(a), subject to the following conditions:

- (a) if time is lost through unauthorised absence, this time shall be made up at normal hourly rates, before any additional time worked can be used to calculate overtime payable;
- (b) an Operative directed to start work before the normal starting time shall be paid overtime rate at normal hourly rate plus half of the normal hourly rate for all hours worked before the normal starting time, but if through the action of the Operative the normal working week is not worked, the overtime premium payment shall not be paid until time lost has been made up;
- (c) the calculation of the basic 37.5 hours to be worked in any week shall not be affected by any hours of absence arising from:
- certificated sickness absence (self-certification or medical certificate);
  - absence with the prior approval of the Employer
  - absence for which the Operative can provide evidence to the satisfaction of the Employer that his absence was beyond his control
  - authorised rest periods resulting from continuous working throughout the previous night.

6.13 Only absence authorised by the Employer will count towards the calculation of the 37.5 hours which must be worked or otherwise accounted for if premium payments (see paragraphs 6.10-6.12 above) are to be made.

### **Time worked outside the Normal Working Week**

6.14 Time worked outside the normal working week shall be paid as follows:

- (a) **First Day of Weekend Worked** – *time and-a-half*, calculated as at paragraph 6.11(a) for all hours worked;

- (b) **Second Day of Weekend Worked** – *double time*, calculated as at paragraph 6.11(b) for all hours worked until starting time on Monday morning;
- (c) Where an Employer requires **Sunday only working** this will be paid at double time for all hours worked.

**Night Working (as distinct from working nights as part of the shift working arrangements described below)**

- 6.15 Operatives may be required to undertake night work in order to meet the requirements of a job or his Employer's Client. Employers will give Operatives reasonable notice of any such requirement. Where night working is instituted, it shall be subject to the provisions of paragraphs 6.16-6.22 below.
- 6.16 Night working is where Operatives work throughout the night for not less than three consecutive nights (other than as overtime after the end of a day shift). Hours of attendance on night shift working, the length of individual night shifts and the duration of periods of night shift working shall be determined by the Employer to suit the requirements of the job/site/project.
- 6.17 For the purposes of the Working Time Regulations only (see paragraphs 11.6 and 11.11-11.13):
- (a) the period 11.00pm to 6.00am will be designated as the core night shift hours for the purposes of this Agreement; and
  - (b) a "night worker" shall be defined as an Operative who undertakes at least three hours' working time during the period designated as core night shift hours for the majority of the days on which the Operative works.
- 6.18 A full week of night working shall consist of 37.5 hours worked, normally on five nights, Monday night to Saturday morning inclusive, with unpaid breaks for meals each night, the timing of which is to be mutually agreed at local level. The Employer shall declare working hours, on each contract, including breaks, consistent with paragraphs 6.4-6.5 above.
- 6.19 The night work rate shall be paid for night working for all hours worked up to 37.5 in any one week, Monday night to Saturday morning. The night work rate shall consist of two elements:
- (a) the *normal hourly rate* – payable in respect of the hour of night working actually worked; plus
  - (b) the corresponding *night work premium rate*, which shall be equal to one third of the normal hourly rate,
- resulting in a total night work rate of *time-and-one-third*.
- 6.20 Where the Employer requires night shift working to commence on Sunday night and finish on Friday morning, the night shifts on each night shall be paid in accordance with the provisions of paragraph 6.19 above for all hours worked up to 37.5 hours in any one week.
- 6.21 Where overtime is worked by Operatives working nights in accordance with the arrangements set out in paragraphs 6.15-6.20, overtime shall be paid at the rate of:

*Total night work rate* (calculated as at paragraph 6.19 above)

*multiplied by*

the relevant *overtime premium multiplier*, i.e. 1.5 or 2 times the total night work rate –

as if the provisions of paragraphs 6.12-6.14 applied to night working also.

- 6.22 Where an Operative who has undertaken night working under the arrangements at paragraphs 6.15-6.21 above is required by his employer to revert to normal day working, he shall be entitled to an uninterrupted period of 48 hours' rest before commencing day work. If the 48 hours' rest coincides with a weekend, no payment shall be made. If the rest does not coincide with a weekend, the Operative shall be paid normal (plain time) rate for such normal working hours as may be necessary to give him a clear 48 hours' rest.

### **Shiftwork**

- 6.23 Operatives may be required to undertake shift working in order to meet the requirements of the job, Client or main contractor. Employers will give Operatives reasonable notice of such a requirement. Where shift working is instituted, it shall be subject to the provisions of paragraphs 6.24-6.25 below.

### **Double Day Shift Working**

- 6.24 The shift week shall consist of 37.5 hours, normally worked over five days, Monday to Friday, by two separate work crews, with one working the morning shift and the other working the afternoon shift. The work crews may be rotated on cycles of either one, two or four weeks. The shift pattern may also be worked over any four or five consecutive days during the week.

- 6.25 Rotating double-day shift working shall be paid at the rate of:
- (a) normal hourly rate plus *20 per cent premium payment* for all normal hours worked in the *early shift*; and
  - (b) normal hourly rate plus *30 per cent premium payment* for all normal hours worked in the *late shift*.

## **7. TRAVEL ALLOWANCES**

### **Travel to and from Work at the Beginning and End of the Working Day**

- 7.1 Except where his shop (see Section 4) is the job/site/project on which the Operative is for the time being engaged and always subject to paragraph 7.3 below, an Operative who is required by his Employer to use his own or public transport for daily travel to and from site at the beginning and end of the working day shall be eligible to be paid:

- (a) a *Travel Time Payment*; and
- (b) a *Travel Cost Allowance* associated with the cost of travelling,

in accordance with the arrangements described below.

7.2 An Operative who travels daily to and from site at the beginning and end of the working day using transport provided free of charge by the Employer shall be eligible to be paid the *Travel Time Payment* only, in accordance with the arrangements described below.

7.3 The Employer at his absolute discretion may chose to:

(a) reimburse Operatives cheap period or daily fares for travel to and from job/site/project at the beginning and end of the working day, where these are available and the cheap period or daily fare is cheaper than the value of the *Travel Cost Allowance* in paragraph 7.4 appropriate to the journey concerned; or

(b) provide other suitable arrangements,

as an alternative to the arrangements outlined in paragraph 7.1 above.

In this context 'cheap' is taken to mean the cheapest possible fare available at the time of day at which the Operative shall be expected to undertake the travel concerned.

7.4 Operatives who are required to start and finish at the normal starting and finishing time on a job/site/project which is over 15 miles from the shop – in a straight line – shall receive payment for travelling time and cost. The values of the *Travel Time Payment* and the *Travel Cost Allowance* are agreed from time to time between the Parties to this Agreement, and are listed in a supplement to this Agreement which can be downloaded from the Joint Building Engineering Services Forum website at [ www... ].

#### **Definition of “Shop”**

7.5 The Employer’s shop shall be as defined in paragraphs 4.1- 4.6.

#### **Travel during the Course of the Working Day**

7.6 Operatives shall be reimbursed the cost of any actual fare incurred in the course of their working duties during the course of the working day. Alternatively, Employers may provide transport free of charge or pay a mileage allowance where the Operative agrees to use his own car for business use – e.g. jobbing work, involving travel from site to site during the working day. The Employer of any Operative claiming a mileage allowance for the use of his own vehicle for such purposes (which from an insurance point of view would be likely to be regarded as “business purposes”) must take appropriate steps to ensure that the Operative has appropriate insurance cover in place for the use of that vehicle for such purposes.

7.7 The mileage allowance payable in the circumstances outlined in paragraph 7.6 shall be agreed between the Parties to this Agreement and listed in a supplement to this Agreement which can be downloaded from the Joint Building Engineering Services Forum website at [www ... ].

## **8. LODGING JOBS AND WEEKEND LEAVES**

### **Lodging Allowance**

- 8.1 Where an Operative is sent to a job to which the Employer considers it is impracticable to travel daily and where the Operative, therefore, lodges away from his usual place of residence, he shall - except if he is engaged at the job - be paid, where appropriate, a Lodging Allowance for:
- (a) each night that he lodges away; and
  - (b) provided the Operative has lodged in accordance with paragraph 8.7 below, the night preceding the commencement or recommencement of work.
- 8.2 The value of the Lodging Allowance shall be agreed from time to time by the Parties to this Agreement and listed in a supplement to this Agreement which can be downloaded from the Joint Building Engineering Services Forum website at [www ... ]. The Lodging Allowance is intended to contribute towards all costs associated with lodging away from home.
- 8.3 The Lodging Allowance will not be paid in the following circumstances:
- (a) when suitable lodging is arranged by the Employer at no cost to the Operative;
  - (b) when the Operative is absent from work without the prior approval of the Employer;
  - (c) when the Operative is absent from work on ill health grounds (unless a medical certificate is produced for the whole of the period claimed); and
  - (d) during the annual holidays defined in Section 9 including the period of winter holidays, nor for any days of Recognised Holiday taken in conjunction with a period of annual holiday.
- 8.4 In exceptional circumstances, the Employer may choose to reimburse actual expenses incurred, upon production of a receipt, provided that the Employer deems the standard of accommodation to be appropriate to the Operative's requirements.

### **Weekend Leaves**

- 8.5 An Operative lodging away from his home in accordance with paragraph 8.1 shall be allowed a weekend leave every two weeks. Such an Operative shall be entitled to return to his usual place of residence for Recognised Holidays (see paragraph 9.6 of this Agreement) and, to facilitate this, the nearest normal weekend leave shall, where necessary, be deferred or brought forward to coincide with the Recognised Holiday.
- 8.6 If an Operative is not required by his employer to commence his return journey before 6 a.m. on the appropriate day of return from a weekend leave to the job or on the day of the initial journey to the job, the Operative and the employer shall, where the travelling arrangements make it impossible to commence work at the normal start time, agree the appropriate working arrangements for that day.

- 8.7 However, if an employer requires his Operatives to travel from his usual place of residence to the lodgings the previous evening in order to commence work at the normal start time the following day and in order to ensure the normal weekly 37.5 hours are worked for the week in question, a Lodging Allowance shall be paid for the evening before the commencement or recommencement of work.

### **Retention of Lodgings**

- 8.8 Where an Operative is away from his lodgings during a weekend leave in accordance with this Agreement, and has to pay a retention fee for his lodgings, the Employer shall reimburse the Operative the amount actually paid, up to a maximum figure as agreed by the Parties to this Agreement and listed in a supplement to this Agreement which can be downloaded from the Joint Building Engineering Services Forum website at [ www ... ]. The Operative is required to provide proof, to the Employer's satisfaction, of payment of retention monies prior to reimbursement.
- 8.9 No payments will be made for the retention of lodgings during paid annual holidays, including the period of winter holiday, nor for any days of Recognised Holiday taken in conjunction with a period of annual holiday.
- 8.10 In circumstances where a weekend leave is attached to a Recognised Holiday as defined in paragraph 9.6 of this Agreement (except for any day or days taken in conjunction with a period of paid annual holiday), a retention payment, based on the amount of retention fee actually paid (up to the maximum figure as set down by the Parties to this Agreement – see paragraphs 8.2 and 8.8) can be reimbursed.

### **Travel to and from Shop on Weekend Leaves and at the Commencement and Completion of a Lodging Job**

- 8.11 An Operative travelling at the commencement or completion of a lodging job or on a weekend leave, in accordance with paragraph 8.5 above, shall be entitled to receive a contribution towards the costs of travel between his shop and the job/site/project (or lodgings). This payment, which shall be calculated on the basis of the journey between the Operatives' shop (designated in accordance with paragraph 4.2 of this Agreement) and the job/site/project (or lodgings) may take the form of either:
- (a) upon production of the relevant ticket, a public transport fare for the relevant journey(s) being made. Operatives shall utilise the cheapest possible transport fare available for the relevant mode of travel at the times required; or

(In this context 'cheapest' is taken to mean the cheapest possible fare available at the time of day at which the Operative shall be expected to undertake the travel concerned.)

- (b) in the absence of suitable public transport and with the prior permission of the Employer, a mileage allowance per mile of the straight line mileage distance between job and shop and return, where Operatives drive their own vehicles. The value of the mileage allowance shall be agreed by the Parties to the Agreement and listed in a supplement to this Agreement which can be downloaded from the Joint Building Engineering Services Forum website at [www ... ]. The Employer of any Operative claiming a mileage allowance for the use of his own vehicle must take appropriate steps to ensure that the Operative has appropriate insurance cover in place to use that vehicle for

such purposes (which from an insurance point of view would be likely to be regarded as “business purposes”); or

- (c) an additional passenger mileage allowance, which will be paid to the driver, per mile of the distance between job and shop and return, for each additional eligible passenger(s) he conveys on that relevant journey.

- 8.12 An Operative travelling on a weekend leave in accordance with paragraphs 8.5-8.7 shall be entitled to a Weekend Leave Total Travel Time Payment per weekend leave. The values of the Weekend Leave Total Travel Time Payments shall be agreed from time to time between the Parties to this Agreement, and are listed in a supplement to this Agreement which can be downloaded from the Joint Building Engineering Services Forum website at [ www... ].
- 8.13 For one-way journeys at the commencement or completion of a lodging job an Operative will be entitled to his travel cost payment under paragraph 8.11 above and to half of the Weekend Leave Total Travel Time Payment detailed in the document referred to in paragraph 8.12 above.
- 8.14 Where an Operative is dismissed for bad timekeeping, poor workmanship, non-compliance with health and safety requirements or other misconduct, or where the Operative is dismissed on redundancy grounds, the Employer shall pay a fare (or other consideration as detailed in paragraph 8.11) in respect of the Operative’s return journey home and half of the Weekend Leave Total Travel Time Payment. However, where the Operative chooses, without the prior approval of the Employer, to leave the job/site/project, no return travel payment or travelling time will be paid.

## **Taxation**

- 8.15 The Operative shall provide the Employer with a signed statement to the effect that he is in lodgings for the period of payment of the Lodging Allowance under this Section. Without such evidence the Employer shall deduct tax on Lodging Allowance paid.
- 8.16 Further information about taxation of allowances and an example of a model statement, as referred to at paragraph 8.15, can be downloaded from the Joint Building Engineering Services Forum website at [www...].

## **9. HOLIDAYS**

### **Annual Holidays – Entitlement**

- 9.1 All Operatives whose basic weekly working time consists of 37.5 hours shall be entitled to 23 days’ annual holiday with pay. When agreeing holidays with Operatives the timing of each holiday shall be determined by the rules of each employer.
- 9.2 For the purpose of calculating holiday entitlement the holiday year shall run from 1 January to 31 December.
- 9.3 Operatives should ensure that all holiday entitlement is taken during the holiday year in which the entitlement arises. An Operative may not take any annual holiday without prior written approval from his Employer.

- 9.4 Any Operative who is unable to take his annual holiday(s) at the relevant time, either because of sickness or accident or because he is required to work by his Employer, shall be granted his holiday by the Employer as soon thereafter as is reasonably convenient, provided he is able to supply confirmation of his condition from a registered medical practitioner.
- 9.5 Annual holidays shall not normally be carried over to the next holiday year, except where:
- (a) an Operative has sought and obtained the agreement of his Employer to defer the taking of the annual holiday to a date in the next holiday year for particular reasons for which the Employer may be prepared to grant such permission exceptionally; and
  - (b) an Operative is unavoidably prevented from taking his annual holidays because of sickness absence.

### **Recognised Holidays – Entitlement**

- 9.6 Operatives covered by this Agreement shall be entitled to eight Recognised Holidays each year.

### **Payment for Holidays**

- 9.7 Payment for any period of annual or Recognised Holiday taken by an Operative shall comply with the relevant statutory provisions covering calculation of a “week’s pay” for employments with normal working hours in Sections 221-224 of the Employment Rights Act 1996. In the case of an Operative whose basic weekly working time is 37.5 hours, this shall be taken as the basis of the calculation used to establish the holiday pay which is due to the Operative. Overtime hours and overtime pay shall not be taken into account. Shift rates as provided for in Section 6 of this Agreement should be taken into account in calculating holiday pay – whether the Operative concerned works shifts regularly or has been required to work any shifts for which shift rates in Section 6 were payable in the 12-week period immediately before the holiday.

### **Payment for Working on a Recognised Holiday**

- 9.8 Time worked on the eight Recognised Holidays provided for in accordance with paragraph 9.6 above shall be paid as follows for all hours worked:
- (a) *Christmas Day* – double time **and** a day off in lieu.
  - (b) *All other Recognised Holidays* – time-and-a-half **and** a day off in lieu.
- 9.9 Operatives who are entitled to a day off in lieu in accordance with paragraph 9.8 above shall be paid, for the day off in lieu, the appropriate level of holiday pay for the day concerned calculated in accordance with paragraph 9.8 above.

### **Call-out – Recognised Holidays**

- 9.10 Operatives called out on a Recognised Holiday shall receive, in addition to the payment specified in paragraph 9.8 above, time off in lieu equivalent to the period for which they were called out (home-to-home).

## **10. BEREAVEMENT LEAVE**

- 10.1 Employers will give sympathetic consideration to an Operative's request for time off with pay for bereavement leave in the case of the death of a close relative (spouse, child, parent, partner). The Parties have agreed that, in such circumstances, three days' leave is appropriate. This does not preclude the Employer and Operative from agreeing alternative arrangements appropriate to the circumstances.

## **11. HEALTH AND SAFETY**

- 11.1 The primary importance of health and safety is recognised within this Agreement. The Parties will work to achieve the highest standards of health and safety and to apply the principles of continuous improvement, with the objective of minimising and ultimately of eliminating all accidents and causes of ill health in the workplace. The Post-Engagement and Performance Review of Operatives, provided for at paragraph 2.20 of this Agreement, shall take into account assessment of Operatives' competence regarding, and knowledge of, health and safety matters related to the work activity to which the Operative concerned is assigned.
- 11.2 Employers will give every encouragement to the appointment and accreditation of Trade Union Safety Representatives, and will facilitate their release for Union training courses and other appropriate health and safety training courses as the Parties might see fit.
- 11.3 The Parties are committed to compliance with all legal obligations and to the development of specific processes and practices, which are designed to enhance health and safety performance on site.
- 11.4 The Parties fully support industry and site-wide initiatives aimed at improving health and safety, such as the following examples:
- (a) effective safety induction training;
  - (b) the appointment and effective use of accredited Safety Representatives, and where required, Safety Committees;
  - (c) the use of safety awareness schemes;
  - (d) recognition of established industry personnel registration and card issuing schemes and related health and safety awareness assessment programmes;
  - (e) the day-to-day communication of health and safety information to employees - i.e. tool box talks;
  - (f) the identification of any special health and safety issues on site and the introduction of measures to address them.

### **Liability to Undergo Medical Examination**

- 11.5 Operatives subject to this Agreement may be required to undergo a medical examination by an independent registered medical practitioner strictly at the discretion of:

- (a) *either* their employer, in any circumstances where their Employer reasonably believes it necessary in connection with any aspect of the Operative's employment;
- (b) *or* the provider of the welfare benefits scheme, in circumstances where the welfare benefits scheme provider believes it necessary in connection with any matter concerning the administration of the welfare benefits scheme.

### **Working Time Regulations – General**

- 11.6 It is the intention of the Parties that this Agreement should reflect the requirements and permitted flexibilities available under the Working Time Regulations 1998 (as amended) ["the Regulations"], in accordance with regulation 23 of the Regulations.
- 11.7 Where there are references to the provisions of the Regulations in the provisions of this Agreement, they relate only to those provisions of the Regulations dealing with adult workers. This Agreement does not seek to make any 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.
- 11.8 In pursuance of the objectives identified in paragraphs 11.6-11.7 above, the following flexibilities have been agreed between the Parties:

### **Working Time Regulations – Average Weekly Working Time**

- 11.9 *Reference Periods:* For the purposes of the Regulations, reference periods for the calculation of average weekly working time for each employee under this Agreement are successive periods of 52 weeks.

### **Working Time Regulations – Exclusions**

- 11.10 The Parties have agreed that, in accordance with regulation 23 of the Regulations, a number of regulations shall be excluded in relation to work within the scope of this Agreement, as follows:
- (a) daily rest periods (Regulation 10(1));
  - (b) weekly rest periods (Regulations 11(1) and 11(2)); and
  - (c) in-work rest breaks (Regulation 12(1)).

### **Working Time Regulations – Night Working**

- 11.11 *Hours of work:* There are no limits under this Agreement on the hours of work of an Operative required to work during the night in any reference period (see paragraphs 6.15-6.22 above) for each 24-hour period.
- 11.12 *Reference periods:* The reference periods which apply under this Agreement are successive periods of 52 weeks.
- 11.13 *Health Assessments:* All Operatives requested to work nights will be offered free health assessments prior to commencing night working and annually thereafter.

## 12. SICK PAY AND WELFARE BENEFITS

### General Conditions and Entitlement

- 12.1 All Operatives covered by this Agreement shall be entitled to sick pay and welfare benefits, as follows:
- (a) **Electrical Operatives:** sick pay, Group life insurance and medical health care equivalent to the provisions of Section 9, Rules 1.3, 1.4 and 1.6 of the JIB Handbook (2011 edition);
  - (b) **Plumbing Operatives:** sick pay and accidental disability benefits equivalent to the provisions of Rule 9 of the JIB-PMES National Working Rules (2010 edition); and
  - (c) **H&V Operatives:** sickness and accident benefit, death benefit, accidental dismemberment benefit and permanent total disability benefit equivalent to the provisions of Rule E of the Welplan Supplement to the H&V Operative National Agreement (last published February 2005).
- 12.2 The Parties to this Agreement shall review the foregoing provisions in this Section of the Agreement, with a view to harmonising these provisions.

## 13. ENTITLEMENT TO PARTICIPATE IN EMPLOYERS' CONTRIBUTORY PENSION SCHEME

### The Entitlement

- 13.1 Employers will honour existing commitments in respect of an individual Operative's pension entitlement which is materially in force on the specific date on which this Agreement comes into effect or on the date on which an Operative's employer decides to adopt this Agreement (whichever is the later), as follows:
- (a) electrical Operatives who are active scheme members of, making contributions to, and having contributions made by their current\* employer to, **JIB Pensions**;
  - (b) plumbing Operatives who are active scheme members of, making contributions to, and having contributions made by their current\* employer to, **Plumbing Pensions**; and
  - (c) H&V Operatives who are active scheme members of, and whose employer makes contributions on behalf of Operatives to, **Welplan Pensions**.
- NB:** \* "Current" employer in this particular context means the employer employing the Operative on the specific date on which this Agreement comes into effect or on the date on which the employer of the Operative concerned decides to adopt this Agreement.
- 13.2 When an Operative is appointed by an employer operating this Agreement and the Operative concerned was previously employed by an employer using this Agreement and at the date of his appointment, the employee is covered by one of the existing industry schemes mentioned at paragraph 13.1 (a) or (b) above, his pension provision is to be regarded as transferable from one employer to another, and,

therefore, does not cease when an Operative moves from one employer using this Agreement to another employer using this Agreement.

- 13.3 When an Operative is appointed by an employer operating this National Agreement and the Operative concerned was **not** previously employed by an employer using this Agreement and at the date of his appointment, the employee is covered by one of the existing industry schemes mentioned at paragraph 13.1 (a) or (b) above, his pension provision will not be regarded as transferable from one employer to another, and, therefore, ceases when an Operative moves from one employer outside this Agreement to an employer using this Agreement. In these circumstances his pension provision shall fall within the terms of paragraph 13.1(c) above.
- 13.4 When an Operative is appointed by an employer operating this Agreement and the Operative concerned is **not**, at the date of his appointment, covered by one of the existing industry schemes mentioned at paragraph 13.1 above, his pension provision shall fall within the terms of paragraph 13.1(c), above; and this is to be regarded as transferable from one employer to another, and, therefore, does not cease when an Operative moves from one employer using this Agreement to another employer using this Agreement.

#### **14. PROVISION OF TOOLS**

- 14.1 The Operative shall provide a kit of the appropriate hand tools for carrying out efficiently the work for which he is employed. The kit shall include a lockable toolbox. It is the Operative's responsibility to transport his personal tool-kit and employer-issued personal protective equipment (such as safety helmet, safety boots, hi-viz jacket, safety glasses etc) between sites.
- 14.2 The employer shall provide all power-operated and expendable tools, along with other tools (with the exception of those hand tools referred to at paragraph 14.1 above) needed by the Operative to perform the tasks required. The employer shall also provide lockable facilities for toolboxes. Operatives shall take all reasonable steps to safeguard, maintain and generally take care of the Employer's tools.
- 14.3 The Operative shall co-operate in the implementation of reasonable procedures designed to prevent loss or damage to tools.

#### **Workplace Security Arrangements**

- 14.4 The Operative shall co-operate in the implementation of reasonable procedures designed to ensure workplace security, whether such requirements are made at the instigation of the Employer, the Employer's Client or the main contractor – always provided that the Employer reasonably consults the Operative(s) concerned and provides as full information as possible about the procedures involved. Co-operation with such procedures and practices shall not be unreasonably withheld.

#### **15. EXPERIENCED WORKER ASSESSMENT**

##### **General**

- 15.1 The Parties to this Agreement accept, recognise and encourage the principle that Experienced Workers may be assessed by independent assessors in order to

establish and further develop the level of their previously acquired work knowledge and experience for the purposes of:

- (a) enabling individual Operatives to enhance their skills, experience and employability in order that they might fulfil the principles outlined in Section 2 of this Agreement;
- (b) upgrading and upskilling Operatives covered by the grading arrangements in Section 3 of this Agreement, so that they might become eligible for re-grading to a higher graded job;
- (c) enabling Adult Trainees covered by this Agreement to be assessed and trained to meet the requirements of a relevant grade within the grade structure described in Section 3 of this Agreement; and
- (d) in appropriate circumstances, when the training of Apprentices covered by this Agreement may need to be supplemented, in order to ensure that Apprentices are able to obtain exposure to the full range of work necessary for them to complete their apprenticeship.

The Parties to this Agreement acknowledge this approach as a recognised means of obtaining training in the skills required by the industry, and, thus, of obtaining the gradings set out in this Agreement. The following paragraphs of this Section explain the background to experienced worker assessment.

- 15.2 Experienced worker assessment is a process for assessing the work-related skills, knowledge and experience that work people already have, regardless of how or where that earlier learning may have taken place or the experience acquired. The aim of the process is to recognise and measure an Experienced Worker's previously acquired work knowledge and experience and to match them against the skill and competency requirements of a relevant industry qualification (such as a National Vocational Qualification/[Scottish Vocational Qualification] (NVQ/[SVQ]) Diploma). The assessment process will highlight those areas for which recognition can readily be given and those aspects of the industry qualification concerned where further experience may need to be sought by the candidate and/or specific training undertaken.
- 15.3 A number of services are available for accessing experienced worker assessment for anyone who may be able to produce evidence of their registration on an industry-related National Vocational Qualification/[Scottish Vocational Qualification] (NVQ/[SVQ]) Diploma, or other relevant industry qualification.
- 15.4 Payment for experienced worker assessment, the extent of time (if any) away from normal duties for activities connected with the process and payment for time spent on such activities will be a matter for agreement between the Operative and Employer. A range of Government-sponsored funding may be available for this purpose.

### **Main Stages of the Experienced Worker Assessment Process**

- 15.5 (a) *Initial Profiling*

An Experienced Worker assessor will help candidates to:

- select the appropriate NVQ/[SVQ] relevant to their trade and help the candidate register for the NVQ/[SVQ];
- help the candidate access appropriate funding for the experienced worker assessment process; and
- carry out an initial profiling of the experienced worker concerned to match his previous experience and training to the standards of the relevant National Vocational Qualification/[Scottish Vocational Qualification] (NVQ/[SVQ]) Diploma, or other relevant industry qualification. At the end of this stage, candidates will have agreed an action plan for them to progress onto the next stage.

(b) *Gathering Evidence*

Experienced worker assessment candidates should collect evidence to prove competencies. Typical evidence would be examples of work done, photographs, videos, audio tapes, job descriptions and letters of validation from current or past Employers. If any training needs have been identified during candidate profiling or gathering evidence, any necessary training can take place during this stage.

(c) *Assessment*

Once all the evidence has been gathered, it will be submitted to the assessor who is a subject specialist. The assessor will consider the evidence the candidate presents and decide whether the candidate has presented sufficient evidence to satisfy the requirements of the NVQ/SVQ Diploma or other industry qualification for which the candidate has registered.

It is likely that the assessor will want to meet with the candidate to ask questions relating to the evidence or in some cases may devise a short exercise in conjunction with the candidate.

At the end of this stage the assessor will make a decision whether the evidence provided has *proved* competence. The outcome will either be that the candidate is recommended for award of the relevant NVQ/SVQ or other industry qualification, or that more examples or other sources of evidence are required. The assessor will discuss the outcome with the candidate and offer advice if necessary.

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**PROPOSED**  
**BUILDING ENGINEERING SERVICES**  
**NATIONAL AGREEMENT**

**PART B**

***EMPLOYEE RELATIONS***

## **1. ESTABLISHMENT OF THE BUILDING ENGINEERING SERVICES NATIONAL AGREEMENT**

### **The Parties**

1.1 The Parties to this Building Engineering Services National Agreement (“the Agreement”) are:

(a) the Heating and Ventilating Contractors’ Association (HVCA) –

which represent the interests of Employers active within the building engineering services industry defined in the Scope (Part A – Section 1) of this Agreement (“the industry”); and

(b) Unite - the Union (“the Trade Union” or “Union”) –

which represents the interests of the workforce engaged within the industry.

### **An Industry Changing**

1.2 The Parties jointly recognise that the industry is at a significant stage of its development. Change is required to meet the challenges brought about by the increasing convergence of the building engineering services disciplines. This involves new and emerging techniques in the installation of prefabricated building services distribution and containment modules, which do not follow the established distinctions between the building engineering services disciplines. The Parties to this Agreement understand the important role they have in working with employers and their employees to effect the changes necessary within the Building Engineering Services industry. Both Parties similarly recognise that much has already been achieved in this regard and commit to ensuring that the industry continues to benefit from the introduction of the Building Engineering Services National Agreement.

1.3 The industry is also now subject to greater regulatory control as a result of concerns about the effects of the industry on the environment and about sustainability. Accordingly, contractors are being called upon to provide and install building services plant and equipment aimed at reducing CO<sub>2</sub> emissions and providing sustainable energy, cooling, ventilation and heating.

1.4 The terms of this Agreement shall apply to employees of those employers which are members of the signatory Employers’ Association (paragraph 1.1(a) above) and have opted to replace the separate collective agreements previously used by contractors with this Building Engineering Services National Agreement.

### **Collective Agreements previously used by Employers**

1.5 The Parties to this Agreement acknowledge and accept that the separate collective agreements which were previously used by contractors as the basis of employing members of their workforce across building engineering services do not facilitate the level of workforce integration now required.

1.6 In the light of these developments, the Parties have agreed the terms of this Agreement shall apply to all the employees of those employers who are in membership of the signatory Employers’ Association to this Agreement.

## **Industrial Relations Principles**

- 1.7 At this crucial stage in the industry's development, as it adopts the kind of changes described above, the Parties recognise that:
- (a) they have common interests and need to work together to address these; and
  - (b) they have legitimate separate and, in some cases, different interests that each Party seeks to persuade the other to satisfy as far as they are legitimately able to do so.
- 1.8 The Parties recognise that common areas of interest include but may not be limited to:
- (a) providing Operatives with a safe, secure and satisfying work environment;
  - (b) achieving continuous improvement in company profitability both now and in the future – through adoption of the various measures described in Part A – Section 2 of this Agreement concerning productivity;
  - (c) providing Operatives with information on, and consulting them about, decisions that impact upon them; and
  - (d) ensuring Operatives are provided with the training and re-training necessary for them to perform their jobs efficiently and safely, and to assist with changes to their duties and responsibilities.
- 1.9 The Parties recognise that these functions are most likely to be achieved at working level if managers and Operatives adopt a culture of trust and respect, while acknowledging and accepting the differences that may exist between them (as described at paragraph 1.7(b)). In order to achieve this level of trust and respect, the Parties commit to effective, objective and regular communication with the workforce and as much open sharing of information as possible.
- 1.10 The Parties also recognise, in addition to the separate provisions listed elsewhere in this Agreement, that the following matters are germane to the nature of contractors' business operations and are, therefore, matters which are at the reasonable discretion of Employers and which, thus, lie outside the terms of this Agreement:
- (a) the manning levels and skill mix of the Operative workforce on any given site or project;
  - (b) the means by which contractors need to respond to fluctuations in their manpower requirements on contracts – recognising this may be driven by factors such as manpower availability, Client pressure, project timescales and contractual constraints; and
  - (c) the balance between directly employed Operatives and those whose services might be engaged on a temporary or contract basis.

- 1.11 While the Parties recognise the importance of these considerations to contractors, Employers also recognise that their interests are most likely to be served by sharing the information on decisions they may take as regards these matters with those responsible for representing the interests of their workforce.
- 1.12 While the Parties recognise the principles outlined in paragraph 1.10, they also recognise that the interests of good industrial relations are best served by direct employment and ensuring broad equivalence of treatment of all members of the Operative workforce on a project.
- 1.13 In consequence of these principles, the Parties to this Agreement have determined to establish a joint industry body, in accordance with the provisions in Section 4 of this Part of this Agreement.

## **2. TRADE UNION REPRESENTATIVES**

### **Site Union Representatives**

- 2.1 The Parties to this Agreement recognise that accredited and properly trained union representatives have a role to play in good industrial relations on behalf of the recognised trade union in the following ways:
- (a) to represent the interests of Operatives covered by this Agreement;
  - (b) to uphold the proper application of this Agreement and the settlement of any differences by the prompt use of the agreed arrangements for the resolution of collective disputes;
  - (c) to act in accordance with the best interests of the company and the industry as set out in this Agreement; and
  - (d) to act in a manner to preserve the good relationship between the Parties and between Employers and their Operatives.
- 2.2 Employers recognise that representation by the trade union is likely to be more effective if trade union membership is maximised. To this end, Employers will seek to encourage the members of their workforce to be in membership of a recognised trade union.
- 2.3 Factors which can contribute towards successful achievement of the objectives specified in paragraph 2.1 above are training and continuity of union representation. Recognised union representatives, appointed in accordance with the procedures in this Section, shall be entitled to reasonable paid time off work to attend relevant training courses aimed at equipping them better to fulfil their responsibilities as trade union representatives.
- 2.4 The Employer shall not recognise union representatives other than those of the trade union recognised under this Agreement.
- 2.5 No site Union representative shall be recognised until he has been duly elected in accordance with paragraphs 2.10-2.12 below, and the Union has issued him with credentials and notified the Employer in writing.

- 2.6 A site Union representative shall not leave his place of work during working hours to carry out relevant duties without prior permission of the Employer which shall not be unreasonably withheld. The Employer shall endeavour to provide such facilities as are required for the site Union representative to exercise effectively his duties relevant to the site in question.
- 2.7 In all respects site Union representatives shall act in accordance with the terms of this Agreement, any other relevant agreements between the Employer and the Union and the company rules as appropriate.
- 2.8 In the event of any serious unconstitutional action contrary to this Agreement by a site Union representative, the Employer should, in the first instance, contact an appropriate full-time Officer. In the light of that discussion it may be appropriate for the Employer to give notice in writing to the recognised Lead Officer of the Union of the Employer's decision to withdraw recognition of the site Union representative. Following investigation, his credentials may be withdrawn by the Union and another site Union representative elected in his place.
- 2.9 Apart from the specific duties of site Union representatives referred to elsewhere in this Section, the Parties recognise that in principle the role of the site Union representatives is intended:
- (a) to assist, where requested, any Operative(s) in the settlement of any difference with the Employer in accordance with the procedure in Section 3 below, and to ensure that any difficulties between the Employer and the Operatives which they are unable to resolve internally are resolved in accordance with the agreed arrangements in this Agreement for the avoidance of collective disputes; and
  - (b) to assist in maintaining communications between the Union, Operatives and the Employer on relevant matters – especially on such matters which might have, or be thought to have, a bearing on the progress and success of a work project.

## **Election**

- 2.10 A site Union representative will be elected, in accordance with the rules of the recognised trade union. Where circumstances of the site, as determined by the employer, make it necessary, more than one Union representative may be elected by prior agreement with the Employer.
- 2.11 An Operative shall be eligible for nomination as a site Union representative preferably if he is both a skilled Operative and has at least two years' experience of working in the industry.
- 2.12 The election of a site Union representative shall normally take place on site during normal working hours at a time agreed with the Employer, and in accordance with the provisions of the Trade Union and Labour Relations (Consolidation) Act 1992. Appropriate notice of the election shall be given to all Operatives eligible to vote.

### **3. PROCEDURE FOR THE AVOIDANCE OF COLLECTIVE DISPUTES**

#### **Collective Disputes**

- 3.1 While the Parties to this National Agreement are committed to seeking to address on a joint basis the key employment related issues facing the industry at this crucial stage in its development, they recognise that, from time to time, issues may arise which could give cause to dispute or a difference of view and/or approach between an Employer and members of its Operative workforce. Such collective disputes, differences or questions arising which involve or are likely to involve an Employer and the members (or some of the members) of its workforce shall be dealt with in accordance with the Procedure for the Avoidance of Collective Disputes at paragraphs 3.7-3.25 below.
- 3.2 The Parties are committed to the effective and timely operation of the Procedure, recognising that they acknowledge the change factors bearing on the industry and their commitment to the industrial relations principles of this Agreement (described at Part A – Section 2, and Part B – Section 1).
- 3.3 The Union is committed to the principle that no industrial action of whatever kind will be contemplated or organised until the Parties to the particular dispute in question have agreed that the Procedure set out at paragraphs 3.7-3.25 below has been exhausted.
- 3.4 The Employers' Association signatory to this Agreement is committed to ensuring Employers use the Procedure positively with a view to resolving matters arising as effectively and as expeditiously as possible.
- 3.5 Both Parties are committed to the use of the Procedure sparingly, when matters genuinely need to be addressed, and to do so with a view to reaching a satisfactory conclusion at the earliest possible stage of the Procedure.
- 3.6 Where any dispute, difference or question arising amounts to an individual grievance (i.e., is not a collective issue), the matter shall be referred to individual Employer's grievance procedures, as distinct from the Procedure described below – except to the limited extent that any such matter may involve the interpretation of a term or terms of this Agreement. Examples of the kind of issue that would not be capable of being referred to this Procedure, because they are of the nature of an individual grievance, would include such matters as appeals by individual Operatives concerning: the operation of an Employer's disciplinary procedure; decisions by the Employer in relation to requests to be allowed to work part-time or vary hours of attendance; issues arising from an Employer's terms and conditions of employment outside the scope of this Agreement; etc. (This short list is intended to be illustrative only and is not intended to be comprehensive).

#### **Procedure for the Avoidance of Collective Disputes**

##### **Stage 1 – Domestic Stages**

- 3.7 Any collective matter arising should be taken up as soon as practicable by the Operatives concerned, or by their local representative, with the local management of the Employer on the site where they are for the time being working.

- 3.8 If the matter cannot be resolved through this initial discussion, it is recognised that the Operatives concerned may wish to refer the matter to their Site Union Representative acting on their behalf for further discussion with the management representative on site, in conjunction – if appropriate – with the Operatives concerned.
- 3.9 If the matter remains unresolved, it will be referred to the relevant local full-time Trade Union official.

### **Stage 2 – Full Time Official**

- 3.10 Where a dispute, difference or question arising has been referred to the appropriate full-time Trade Union official, the official may raise the matter with the senior management of the Employer concerned.
- 3.11 Conversely, it will be open for the senior management of the Employer concerned to raise any pertinent matters in connection with the dispute, difference or question arising, as appropriate, with the relevant full-time Trade Union official.
- 3.12 Both the full-time Trade Union official and personnel from an appropriate level of management in the Employer's organisation shall arrange a meeting within ten working days of the reference being raised, to seek to resolve the matter formally.
- 3.13 If the dispute, difference or question arising cannot be resolved satisfactorily at this stage, both parties to the dispute, difference or question arising should agree in writing a description of the points on which they are unable to agree, so that, if the matter then has to be referred elsewhere, there is an agreed record of the substance of the matter upon which the parties have been unable to agree. The matter(s) in question should be written down as soon as possible, and in any event before the dispute, difference or question arising can competently be referred to the subsequent stages of this Procedure.

### **Stage 3 – Conciliation Panel**

- 3.14 If any dispute, difference or question arising cannot be resolved under any of the Stages outlined above (including any attempts to reach a mediated settlement – see paragraphs 3.24-3.25 below), the matter will be referred within ten working days of the dispute, difference or question arising being set out in writing (as required in paragraph 3.13) to the Joint Secretaries of the Joint Building Engineering Services Forum (see Section 4 of Part B of this Agreement) who shall decide whether the matter is capable of resolution by the administrative action of the Joint Secretaries, or by reference to a Conciliation Panel of the Forum.
- 3.15 If it is decided to refer any such matter to a Conciliation Panel in respect of a dispute, difference or question arising, the substance of the dispute, difference or question arising must be expressed in writing (see Stage 2), and, before the matter is referred to Stage 3 of this procedure, it will be open to the Joint Secretaries of the Forum to assist the parties to the dispute, difference or question arising to refine their written statement of the matter if in the opinion of the Joint Secretaries it would assist a Conciliation Panel by their doing so. If a dispute, difference or question arising is to be referred to a Conciliation Panel, it should be referred to the Panel normally within ten

working days of the written statement relating to the matter concerned being sent to the Joint Secretaries.

- 3.16 Within normally ten working days and, in any event, no more than twenty working days of a dispute, difference or question arising being referred to it by the Joint Secretaries, a Conciliation Panel shall be convened to consider the matter concerned. A Conciliation Panel shall consist of equal numbers of, but, in any event, not less than three and no more than five representatives nominated by each of the Parties to the Joint Building Engineering Services Forum. These nominees need not be drawn from the membership of the Forum itself, although it should be clear and evident which of the Parties of the Forum has nominated them to serve on the Conciliation Panel. No member of a Conciliation Panel shall have previously been involved in the matter at issue for the Panel concerned.
- 3.17 A Conciliation Panel should elect a Chairman from its number at the time of the Panel's hearing. The Panel Chairman will encourage the Panel to reach its conclusion by consensus.
- 3.18 The Conciliation Panel shall have the power to call such evidence as it may require from the Employer and the Operatives party to the dispute, difference or question arising. The Panel shall conduct its proceedings in accordance with the agreed Principles for Conducting the Proceedings of Conciliation Panels (see paragraph 3.21 below).
- 3.19 If, having heard the evidence, the Conciliation Panel is agreed that:
- (a) the dispute, difference or question arising is of such a general character that it affects or is likely to affect Employers or Operatives or the industry generally; or
  - (b) a definitive interpretation of a term or terms of this Agreement is necessary to enable the Conciliation Panel to reach a position where it would be able to assist the parties to the dispute, difference or question arising by making (an) appropriate recommendation(s) to the parties concerned –

the Conciliation Panel may agree to refer the matter to a full meeting of the Joint Building Engineering Services Forum.

- 3.20 Where the Conciliation Panel decides to recommend to the parties to the dispute, difference or question arising a course of action aimed at assisting the parties arrive at an acceptable conclusion of the matter concerned, the Chairman of the Conciliation Panel is authorised on behalf of the Panel to communicate in writing the Panel's recommendation(s) to both parties to the matter. The Secretary or Secretaries shall additionally prepare a report of the Panel's proceedings and of the proposed actions it may decide to recommend to the parties to the dispute, difference or question arising in order to assist the parties arrive at an acceptable conclusion of the matter. It shall be the aim of the Secretary to the Conciliation Panel to produce this written report within five working days of the Conciliation Panel's hearing. The Secretary's report shall be presented to the next meeting of the Forum.

### **Principles for Conducting the Proceedings of Conciliation Panels**

- 3.21 The Parties to this Agreement will agree a set of principles for the conduct of Conciliation Panels at Stage 3 of this Procedure and these will be set out in a supplement to this Agreement.

### **Stage 4 – Reference to the Joint Building Engineering Services Forum**

- 3.22 If a Conciliation Panel concludes that it is necessary or desirable to refer a matter under paragraph 3.19(a) and/or (b) to the Joint Building Engineering Services Forum, it may do so. The Forum will consider the matter concerned and, if the matter concerned falls within paragraph 3.19(a), the Forum will serve as the focal point for industry-wide consideration of the matter, and, if the matter falls within paragraph 3.19(b), the Forum shall provide an agreed definitive interpretation of the term or terms of the Agreement which shall be relayed to the Conciliation Panel concerned to assist it in its deliberations in making an appropriate recommendation.
- 3.23 The conclusion of the Forum's consideration of the matter will be communicated in the manner set out in the Forum's Constitution.

### **Mediation of Disputes, Differences or Questions Arising**

- 3.24 It will always be open to the parties to any dispute, difference or question arising to call upon the officials of the signatory Employers' Association and/or of the Trade Union to use their good offices at any Stage of the Procedure described above as a means of seeking to resolve the matter outside the procedural stages outlined above. The officials of the Employers' Association and/or the Trade Union may be called upon for this purpose by any of the parties to a dispute, difference or question arising at any Stage in the Procedure described above.
- 3.25 The Parties encourage the use of mediation with a view to resolving disputes, differences or questions arising in preference over the use of the formal Procedure in all cases where it is appropriate to seek to resolve matters in this more informal way.

## **4. CONSTITUTION OF THE JOINT BUILDING ENGINEERING SERVICES FORUM**

### **Title**

- 4.1 The joint industry body, which the Parties to this Agreement have determined to establish, shall be known as the Joint Building Engineering Services Forum ("the Forum").

### **Functions of the Forum**

- 4.2 The functions of the Forum shall be:
- (a) to negotiate and agree rates of wages and other terms and conditions of employment of Operatives working in the industry;
  - (b) to ensure that such matters are agreed on a UK-wide basis and are published as working rules of this Agreement;

- (c) to deal with disputes, differences or questions arising involving or likely to involve an Employer and members of its Operative workforce in accordance with the conciliation procedure of this Agreement;
- (d) to consider proposals for and to make agreed amendments to the provisions of this Agreement (i.e., the Building Engineering Services National Agreement) or this Constitution (i.e., of this Forum);
- (e) to consider, at the request of either of the Parties to this Agreement, any industrial or economic matter which has or is likely to have a bearing on industrial relations in the industry; and
- (f) to provide facilities for joint consultation between the Parties on matters of common interest affecting the industry, including in particular questions of training.

4.3 In particular, in the short term, the Forum shall have the responsibility for overseeing the implementation of this Agreement, consequent upon its agreement by the Parties and the establishment of the Forum.

#### **Forum Membership**

- 4.4 The Forum shall consist of up to ten members, up to five of whom may be appointed by, from and on behalf of the Employers' Association signatory to this Agreement, and up to five of whom may be appointed by, from and on behalf of the Trade Union signatory to this Agreement.
- 4.5 The total membership of the Forum of ten members shall not include the Joint Secretaries, mentioned in paragraph 4.8 below.
- 4.6 The Parties represented on the Forum may, in exceptional circumstances, appoint substitutes for their representatives.

#### **Chairman**

- 4.7 The Forum shall appoint an Independent Chairman.

#### **Joint Secretaries**

- 4.8 The Forum shall appoint two Joint Secretaries, one of whom shall be appointed by, from and on behalf of the Employers' Association signatory to this Agreement; the second shall be appointed by, from and on behalf of the Trade Union signatory to this Agreement.

#### **Meetings**

- 4.9 Meetings of the Forum shall be held as often as may be necessary, but shall be held no less than three times a year at intervals to be decided by the Forum.
- 4.10 A Special Meeting of the Forum shall be called within ten working days of the receipt of a written request from either side of the Forum.
- 4.11 Not less than twenty working days' notice shall be given of any regular meeting of the Forum.

- 4.12 The agenda for the meeting, papers and all other relevant documents shall be circulated to Members of the Forum at least ten working days before the date of the notified meeting.
- 4.13 After each meeting of the Forum, the Joint Secretaries shall give written notice recording all of the decisions made at the meeting of the Forum to all Forum Members as soon as possible after the relevant Forum meeting, and shall prepare and issue Minutes of Forum proceedings as soon as possible thereafter.
- 4.14 It is the intention of the Parties to the Forum that wage negotiations shall be completed in good time prior to implementation to allow adequate notice to be given to Employers of relevant changes to their employment costs, so these can be taken adequate account of in their tender prices. A programme of meetings will be arranged to achieve this objective. It is the wish of both sides of the Forum that the negotiations should remain confidential to the respective memberships. At the meeting of the Forum at which agreement is reached there shall be agreed the text of a promulgation of the terms of the agreement.

#### **Quorum**

- 4.15 A quorum shall be eight Forum members, inclusive of no less than three members appointed by, from and on behalf of the Employers' Association[(s)] signatory to this Agreement, and no less than three appointed by, from and on behalf of the Trade Union signatory to this Agreement, in addition to the Joint Secretaries.

#### **Conduct of Forum Meetings**

- 4.16 The Forum shall reach decisions by agreement, having regard to the Industrial Relations Principles of Part B, Section 1 of this Agreement. This approach requires Forum members to enter into discussion at meetings of the Forum with an open mind prepared to set out their views as clearly as possible, listen carefully to other Forum members' points of view, and be prepared to be persuaded by the arguments debated at the Forum.

#### **Voting**

- 4.17 Notwithstanding the above, if voting becomes necessary on any occasion, it shall be by show of hands or otherwise as the Forum may determine. No resolution shall be regarded as carried unless a majority of the members of both Parties have separately voted in favour.
- 4.18 The Chairman shall not have a casting vote.

#### **Committees**

- 4.19 Any Committee or Sub-Committee established by the Forum shall not have power to make decisions on behalf of the Forum, but may be called upon to make recommendations. The Joint Secretaries may be in attendance at meetings of any such Committee or Sub-Committee.

### **Attendance of Observers**

- 4.20 Observers may attend meetings of the Forum with the prior approval of the Chairman.

### **Co-opted Members**

- 4.21 The Forum may co-opt to any Committee or allow any Committee to co-opt such persons of special knowledge, not being members of the Forum, as may serve the special purposes of the Forum or any Committee or Sub-Committee it may appoint. Committee members co-opted in this way shall serve in a consultative capacity only; they will not reckon towards the minimum numbers required to form a quorum (paragraph 4.15) nor will they have voting rights (paragraph 4.17).

### **Finance**

- 4.22 The administrative expenses of the Forum shall be borne equally by the Parties of the Forum. Each Party represented at the Forum shall be responsible for the expenses of its members attending the meetings of the Forum and its Committees.

### **Amendments to Constitution**

- 4.23 This Constitution may be amended with the assent of the Parties to this Agreement, subject to compliance with the procedures and processes described above.

### **Dissolution of the Forum**

- 4.24 This Forum may be dissolved with the assent of the Parties to this Agreement, subject to compliance with the procedures and processes described above and subject to 6 months' notice being given to the other Party of the intention of either Party to seek to dissolve the Forum. Once the assent of the Parties has been reached as to the dissolution of the Forum, a further period of 12 months clear shall be allowed for the affairs of the Forum to be completed.
-