

Industrial Agreements

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1. CABLE AGREEMENT

Installation of Cables Fixed to Buildings or Structures Including Cables Laid Within the Perimeter of the Site.

1.1 INTRODUCTION

- (a) This JIB Cable Agreement is designed to provide a framework of Employment Provision of the highest market sustainable level, maintaining the spirit and ethos of the JIB social partnership, encompassing the JIB Register of Cabling and Jointing Contractors, JIB members undertaking their own cabling and jointing work and employees of such companies. The Agreement provides the procedures necessary to assist members, enabling stability of tender, protection against unfair competition from unregulated contractors a system of quality assurance and to promote good safety levels.
- (b) This Agreement is in respect of installation of cables fixed to buildings or structures including cables laid within the perimeter of a site.

1.2 SCOPE OF WORK

Installation of cables and conductors to racks, trays, metal or fibre or other composition ducting, and the clipping of said cables thereto or therein and earthing runs.

1.3 TYPES OF EMPLOYEE

This Agreement refers to Skilled Qualified Cabling Operatives, and those in training; the legacy cabling grades of Leading Cable Hand, Cable Foreman and Cable Installation Supervisor; Skilled Electrical Operatives; and Labourers; as defined under Section 4, Grading.

In the electrotechnical industry, the minimum requirement for skilled status is a National Vocational Qualification (NVQ) Level 3 in the appropriate electrotechnical discipline.

1.4 CLASS OF WORK

The laying and installation of all cables to trays or supports, using methods or materials appropriate to the Industry at the time.

1.5 DEMARCATION AND METHOD OF WORKING

- (a) For the avoidance of doubt, nothing in this Agreement shall preclude the utilisation of Skilled Electrical Operatives to carry out any portion of the cabling work.
- (b) The measuring and cutting to length of cables will be undertaken by Skilled Operatives. The capping of cables which are heat-shrink end caps will be undertaken by those who have been suitably trained in the use of flame torch or hot-air gun for this purpose.
- (c) Any graded operative may be employed on pulling in heavy cables and auxiliary cables providing there is adequate skilled supervision of not less than the Approved Electrician or Cable Foreman grades.
- (d) The graded operatives referred to in Section 1.5(c) may handle all cables, on all trunk routes such as cable tunnels, shafts and cable ways for the whole of the routes of cables concerned except for those auxiliary routes as defined under Section 1.5(f).
- (e) The setting of bends and selection of cleats is to be undertaken by Skilled Operatives who should take into account bending radii and cable characteristics. Any graded operative may

be engaged on the installation and running on auxiliary routes of single cables where the diameter of the cable being installed is 20mm or greater.

- (f) Notwithstanding the full range of cabling work that may be undertaken by Skilled Electrical Operatives (with or without the assistance of any other graded operatives in accordance with Note 2), Skilled Qualified Cabling Operatives are authorised for the installation and running on auxiliary routes of single cables (with or without the assistance of any other graded operatives in accordance with Note 2) when:
 - (i) The diameter of the cables being installed is greater than 10mm where these cables are banked in groups exceeding 20mm in diameter for 70% of the cable length and the total length of the cables being installed is 5,000m or greater on the contract;
 - (ii) The diameter of the cables being installed is 10mm or less where these cables are banked in groups exceeding 20mm in diameter for 70% of the cable length and the total length of the cables being installed is 10,000m or greater on the contract.
- (g) Additional Circuit Protective Conductor (CPC) when installed is to be included in diameter of the cable and can be installed with circuit cables at the same time.

Notes

- 1. Nothing in these Rules shall preclude the proper training of Apprentices and Cable Hands in any of the skills associated with this Agreement.
- 2. Any graded operative may be used to execute any unskilled portion of the work defined above.
- 3. All parties to this Agreement shall work together for the prevention and resolution of disputes, the observance of the JIB rules and generally to promote good working relationships and co-operation between all stakeholders. If an issue cannot be resolved either informally or formally at local level, then either party can refer the matter through the JIB Resolution Procedure.
- 4. Due to the addition of a new career progression structure in the field of cabling, certain paragraphs of the previous cable agreement have been removed to avoid confusion. These paragraphs concern the installation of containment systems which are the tasks of Skilled Electrical Operatives.
- 5. A Note of Guidance is available on the JIB website to give examples of the operation of Section 1.5(f) of this Agreement.

2. SHIPWORK AGREEMENT

2.1 DEFINITION

This section shall apply to JIB Employer and Employee Participants in England, Wales, Northern Ireland, the Isle of Man and the Channel Islands engaged in installations on Ships in Shipyards.

This section shall apply at the sole discretion of the JIB and only upon the written authority of the National Board, which may call for any information it deems necessary and which may vary or discontinue the application of this Section as it considers necessary.

2.2 WAGES

Whilst operatives are engaged in installations on Ships in Shipyards the appropriate wage rate shall be the ship rate of the Yard or District for the same class of work.

2.3 MILEAGE ALLOWANCE, MILEAGE RATE AND LODGING ALLOWANCES

Whilst this Section is in operation no payments shall be made under JIB National Working Rules 11.1, 11.2 or 11.3. Lodging Allowances and associated payments in accordance with Rules 11.4 and 11.5 may be paid to operatives who elect to lodge away from home and provide proof of lodging to the employer's satisfaction.

2.4 JIB NATIONAL WORKING RULES AND INDUSTRIAL DETERMINATIONS

Whilst employed upon Ship Work, as defined in this Section, all other JIB National Working Rules, including Rules 13: Annual Holidays and 14: Sickness with Pay and Group Life Insurance, other than those specified in 2.2 and 2.3 above, shall apply.

3. ONSHORE OIL AND GAS INSTRUMENTATION AND ANCILLARY ASSEMBLY AGREEMENT

This agreement shall only apply at the sole discretion and with the written authority of the National Board of the JIB which may call for any information it deems necessary and which may vary or discontinue the application of this section as it considers necessary.

3.1 SCOPE

The construction on land of:

- (i) oil and gas rigs
- (ii) vessels moored to the land
- (iii) production platforms and related structures
- (iv) similar equipment in engineering sites or works which shall on completion of construction be utilised offshore for the exploration and/or processing of oil and gas from the sea bed.

3.2 WAGES

The following rates will apply to operatives engaged upon On Shore Work in connection with oil and gas exploration from the seabed:

From and including **Monday 2nd January 2023:**

Grade	Transport Provided	Own Transport
Technician (or equivalent specialist grade)	£19.44	£20.44
Approved Electrician (or equivalent specialist grade)	£17.20	£18.14
Electrician (or equivalent specialist grade)	£15.74	£16.73
Electrical Labourer	£12.50	£13.43

From and including **Monday 1st January 2024:**

Grade	Transport Provided	Own Transport
Technician (or equivalent specialist grade)	£20.80	£21.87
Approved Electrician (or equivalent specialist grade)	£18.40	£19.41
Electrician (or equivalent specialist grade)	£16.84	£ 17.90
Electrical Labourer	£13.38	£14.37

From and including **Monday 6th January 2025:**

Grade	Transport Provided	Own Transport
Technician (or equivalent specialist grade)	£21.84	£22.96
Approved Electrician (or equivalent specialist grade)	£19.32	£20.38
Electrician (or equivalent specialist grade)	£17.68	£18.80
Electrical Labourer	£14.05	£15.09

3.3. MILEAGE ALLOWANCE AND MILEAGE RATE

Mileage Allowance and Mileage Rate will be at the rates determined from time to time by the JIB National Board.

3.4. OTHER CONDITIONS

The National Working Rules of the JIB for the Electrical Contracting Industry shall apply.

Note:

Application for authority to operate this rule should be addressed to the Chief Executive of the JIB.

4. SPECIFIED ENGINEERING CONSTRUCTION SITES AGREEMENT

Comparability Payment arrangements

The purpose of this determination is to draw the attention of employers, employees, major contractors and clients to the fact that there is a need at the tender stage to adequately cover for the comparability payments which are now becoming necessary on certain engineering construction projects.

At all times the JIB will insist upon the highest standards of efficiency and the highest standard of responsibility being maintained by its members. In no circumstances will the JIB countenance unconstitutional action, whether strikes or losses of productivity, on the project.

The JIB National Working Rules and Industrial Determinations shall apply in all respects except as provided hereunder:

4.1 NAECI PROJECTS

- (a) Where the NAECI provisions apply (excluding NAECI Category 4) there will be a payment equivalent to that required to ensure comparability of earnings with NAECI crafts people.
- (b) Any other variations from the JIB National Working Rules necessary to achieve comparability (e.g. hours of work or shift conditions) shall be as determined by the JIB Employee Relations Committee. These conditions shall apply from/to the dates determined by the JIB Employee Relations Committee.

4.2 THE OPERATION OF, AND TENDERING FOR, CONTRACTS UNDER OTHER NON-JIB AGREEMENTS

JIB members are reminded that all electrical and instrumentation work must be carried out within the terms of the JIB National Working Rules.

Permission to operate in manner different from that contained with the JIB National Working Rules **must be sought from and can only be given by the JIB Employee Relations Committee.**

From time to time circumstances arise where a JIB member company or operative is invited to operate or tender for a contract which includes a clause requiring JIB member operatives to work to an Industrial Agreement containing rates of wages, conditions and procedures different from those contained within the JIB National Working Rules.

Where such an invitation to tender is received by a JIB member company, that company must inform the JIB and receive permission prior to responding to the invitation from the JIB Employee Relations Committee.

4.3 DATE OF COMMENCEMENT AND TERMINATION

On any Engineering Construction Project which attracts a comparability payment, the JIB Employee Relations Committee shall determine the date of commencement and termination of that payment.

5. REGISTER OF CABLING AND JOINTING CONTRACTORS

5.1 RULES OF MEMBERSHIP

5.1.1 Cabling And Jointing Contractors

To be included upon the JIB Register of Cabling and Jointing Contractors, a firm will be placed upon a one year's probationary period and must satisfy the following requirements to the Cabling & Jointing Committee:

- (a) it must employ only JIB Graded operatives (whether skilled or unskilled)
- (b) the only Union with formal recognition and bargaining rights for all such operatives shall be Unite the Union
- (c) it must employ a minimum of four directly-employed operatives and provide details of each operative's qualifications and experience
- (d) it must provide copies of statutory insurance certificates (public liability and employer liability) as well as a copy of the contractors all risk insurance certificate of at least £1 million
- (e) it must provide references naming three specific jobs and monetary values of those jobs, carried out within the last three years by the company wishing to obtain membership
- (f) it must provide a copy of its Safety Policy, Grievance and Disciplinary Policy.

In addition, the firm must undertake that:

- (g) any groups of unskilled labourers are properly supervised by a qualified JIB Graded Skilled Operative in the employ of the firm
- (h) it particularly understands the requirement of National Working Rule 17 Subcontracting, the Use of Employment Business Labour and Self-Employed operatives and Section 5.1 (The "Cable Agreement") of the Rules
- (i) it will give immediate access to an authorised representative of the JIB¹ to inspect wages books, or any other documents necessary to satisfy the JIB that proper employment policies are observed (This includes access to Unite the Union Regional Officers and Unite the Union accredited Shop Stewards² to inspect JIB Registration Cards and Unite the Union membership Cards)
- (j) it understands that unskilled workers must not be required to undertake work which is appropriate to skilled operatives
- (k) all applications will be recommended or otherwise by the Cabling & Jointing Committee prior to final decision by the appropriate RJIB.

5.1.2 Jointing Contractors

The Jointing Register is open primarily to contractors with one or two operatives. To be included upon the JIB Jointing Register, the following requirements must be met to the satisfaction of the Cabling & Jointing Committee:

- (a) An initial fee shall be charged. This fee shall include the operative's Registration Card. The operative must purchase Benefits Credits for themselves and any other directly-employed operatives.

1. Defined as an employee of the JIB.

2. Defined under 3.3 Recognition under Section 7 of the Code of Good Practice – Job/Shop Representatives.

- (b) If the operative already holds a Registration Card, then the operative shall be entitled to a refund of the cost of the Registration Card
- (c) A jointing company shall apply to join the Register through the usual membership procedures
- (d) A jointer who employs an unskilled worker shall have the Assistant graded as a Jointer's Assistant. The fee shall be calculated on a pro-rata basis of 75%. A Jointer's Assistant Registration Card shall be issued
- (e) The only Union with formal recognition and bargaining rights for operatives shall be Unite the Union
- (f) Copies of the statutory insurance certificate must be provided
- (g) It must provide a copy of its Safety Policy, Grievance and Disciplinary Policy.
In addition the following must be undertaken:
- (h) The requirements of the National Working Rule 17 Sub-Contracting, The Use of Employment Business Labour and Self Employed Operatives must be adhered to
- (i) Immediate access to an authorised representative of the JIB¹ to inspect wages books or any other documents necessary to satisfy the JIB that proper employment policies are being observed shall be given (this includes access to Unite the Union Regional Officers and Unite the Union accredited Shop Stewards² to inspect JIB Registration Cards and Unite the Union Membership Cards)
- (j) A Jointer's Assistant must not undertake work of a skilled nature
- (k) All applications will be recommended or otherwise by the Cabling & Jointing Committee, prior to final decision by the appropriate RJIB.

5.2 FOR GRADING DEFINITIONS SEE SECTION 4

5.3 FOR WAGE RATES SEE NATIONAL WORKING RULE 6

1. Defined as an employee of the JIB.

2. Defined under 3.3 Recognition under Section 7 of the Code of Good Practice – Job/Shop Representatives.

5.4 JIB REGISTER OF CABLING AND JOINTING CONTRACTORS

Please note that for ease of reference, companies are listed on the JIB Register of Cabling and Jointing Contractors as either:

- A. Cabling only
- B. Jointing only
- C. Cabling and Jointing
- D. A Major Cabling Contractor

This list is subject to periodic changes and redesignations and members are advised to obtain the current Register from the JIB website under the Industrial Agreement section.

	Company	Address	Telephone
D	CBL Cable Contractors Ltd	Bensway House, Usworth Road, Hartlepool, Cleveland TS25 1PD	01429 867 474
D	F B Taylor (Cable Contractors) Ltd	5 Camp Hill Close, Ripon, N Yorks HG4 1QY	01765 600 261
D	Integrated Cable Services Ltd	Bentley Avenue, Billingham TS23 4BU	01642 873 673
D	IES Instrumentation Electrical Services Ltd	Braesyde Court, Bowsfield Crescent, Stockton-On-Tees, Cleveland TS18 3BL	01642 676404
D	TA Ronan & Co	Ronan House, 2d Askew Road, Shepherds Bush, London W12 9BH	020 8749 3051
D	WT Parker Group Ltd	24-28 Moor Street, Burton-on-Trent, Staffordshire DE14 3SX	01283 542 661
C	Beaver Management Services Ltd	1 Crown Court, Cheapside, London EC2V 6LR	0207 826 4400
C	Cableco Romans (Cable Contractors) Ltd	Unit 7, France Industrial Complex, The Vivars Way, Selby, North Yorkshire YO8 8BE	01757 210021
C	Cable Jointing Services Ltd	North Farm House, Warden Law, Houghton le Spring, Tyne and Wear DH5 8LX	0191 512 6040
C	Core (Cable Contractors) Ltd	34 Doublegates Avenue, Ripon, HG4 2TP	01642 713366
C	Creatside Ltd	1 Dover Road, Northfleet, Gravesend, Kent DA11 9PH	01474 361 230
C	D&M Cabling Solutions Ltd	Unit 5, Usworth Road, Hartlepool TS25 1PD	01429 232248

	Company	Address	Telephone
C	Industrial Power Solutions Ltd	Unit E2, Springhead Enterprise Park, Springhead Road, Northfleet, Kent DA11 8HH	01474 360 456
C	Lotus Electrical and Mechanical Ltd	Lotus Buildings, 36b High Street, Stokesley, TS9 5DQ	01642 713366
C	Metricab Power Engineering Ltd	Riverside House, Sedgwick Lane, Horsham, W Sussex RH13 6QE	01403 272 508
C	MSL Cable Contractors Limited	Unit 2, 92A Church Street, Stapleford, Nottingham NG9 8DJ	01158 371 219
C	P Todd Ltd	2 Castle Howard Close, Hartlepool, TS27 3JL	07500954782
C	PPS Electrical Ltd	187 Duke Street, Barrow in Furness, Cumbria LA14 1XU	01229 433838
C	Premier Cable Installations Ltd	Premier House, 10 Vickery Way, Chetwynd Business Park, Chilwell, Nottingham NG9 6RY	0115 972 8020
C	Singh & Daley Services Limited	Pinecroft, Copes Road, High Wycombe, HP15 6JE	07961 856 888
C	Smart Electrical Systems Ltd	Unit 3-4, Phoenix Industrial Estate, Goat Mill Road, Dowlais, CF48 3TD	01685 350 062
C	SP Cabling & Installations Ltd	Silver Birch, Silver Close, Kingsworth, Tadworth, Surrey KT20 6QS	01737 830251
C	Spie UK Limited	33 Gracechurch Street, London EC3V 0BT	020 7105 2300
B	B & MC Lighting Ltd	253 Charlbury Road, Nottingham, NG8 1NF	07736627006/ 07968719272
B	D R Jointing Ltd	4 Whinney Hill, Mansfield Woodhouse, Mansfield, Nottinghamshire NG19 9DL	07943 000306



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services@cblcable.co.uk



Established in 1994 CBL Cable Contractors Limited has built an enviable reputation as the United Kingdom leaders in LV & HV cable installations and associated works and are now the largest privately owned cable installation contractors in the United Kingdom.

CBL specialises in all aspects of cable installations from temporary LV supplies to complete installations on major projects such as power stations and major infrastructure projects, CBL specialise in the most challenging and varied projects in our field of expertise.

The company's offices are ideally positioned to enable fast direct access to all areas of the United Kingdom. Our continuing success and growth within the cable installation industry is due to working with our customers in partnership to identify cost effective and timely solutions to meet project needs regardless of project size and value our goal is to find the solutions that best fit our customers' needs by providing excellence in our customer service.

From the initial enquiry to signing off the completion of a project, the Directors and Managers of CBL ensure that at every stage of the project and every decision taken the objective is for us to satisfy the customer and achieve success together; CBL are committed to meeting our customer's needs. Our contact management knowledge ensures that the work we carry out achieves programme deadlines within budget.

CBL Cable Contractors Limited recognise that success both now and in the future depends upon its customer's satisfaction, our commitment to continuous improvement and the development of our employees at levels of the organisation, these areas are at the forefront of our current and long term objectives.

CBL are an approved ECITB training provider with the ability to tailor nationally accredited qualifications such as CCNSG Safety Passport to be specific to the tasks and work carried out by its employees, our range of in house training by a fully qualified training instructor along with external training providers when required allows us to exceed industry expectations.





Cableco Romans

(Cable Contractors) Ltd

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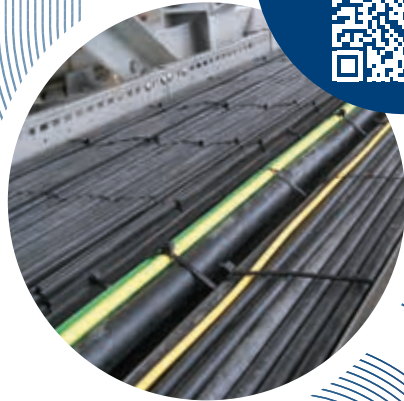


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Cabling Office

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TEL 0207 8264400, e-mail enquiries@bmsgroupltd.co.uk

Regional Offices

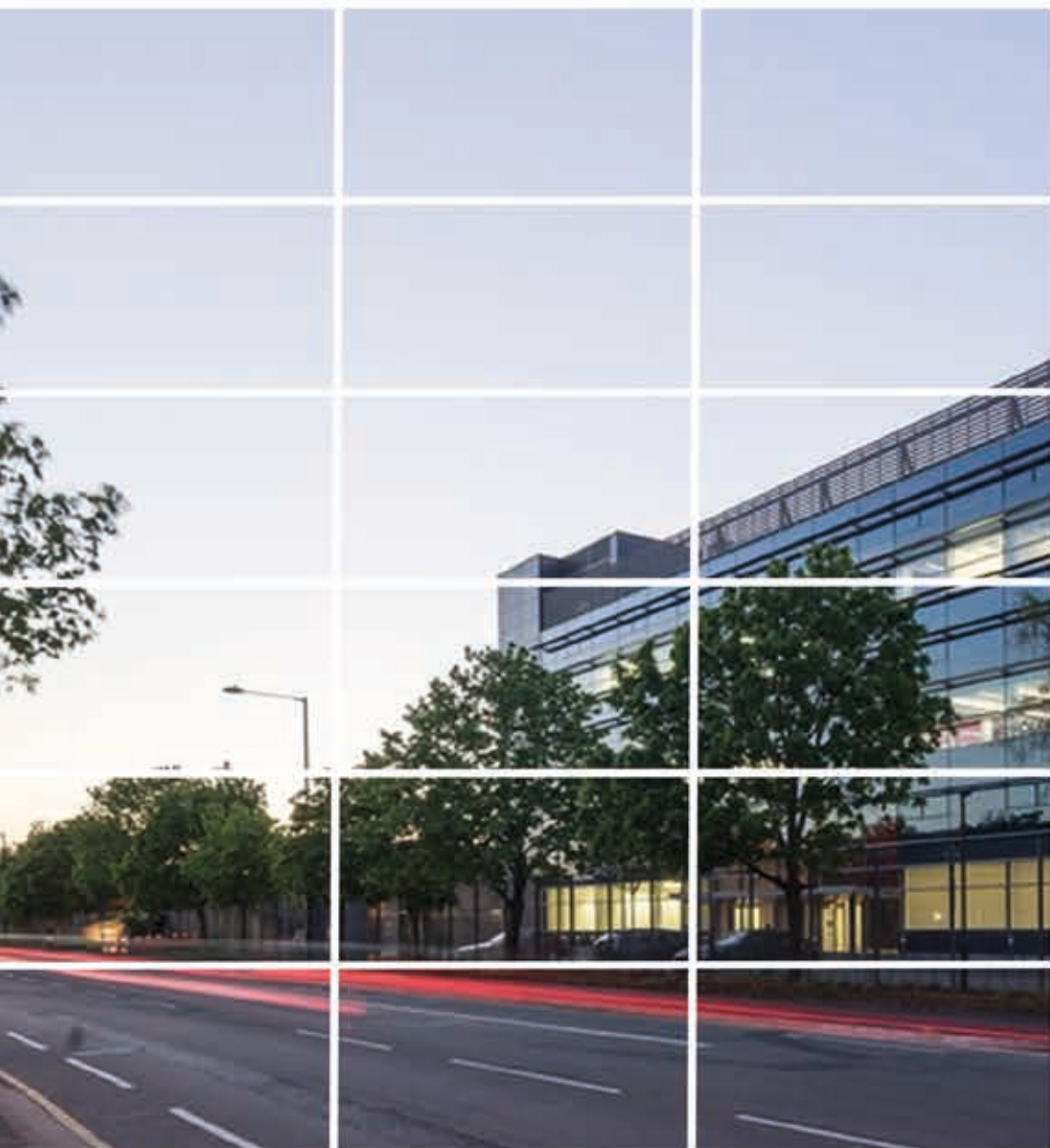
Bristol/Cardiff/Manchester/Newcastle/Glasgow

Head Office

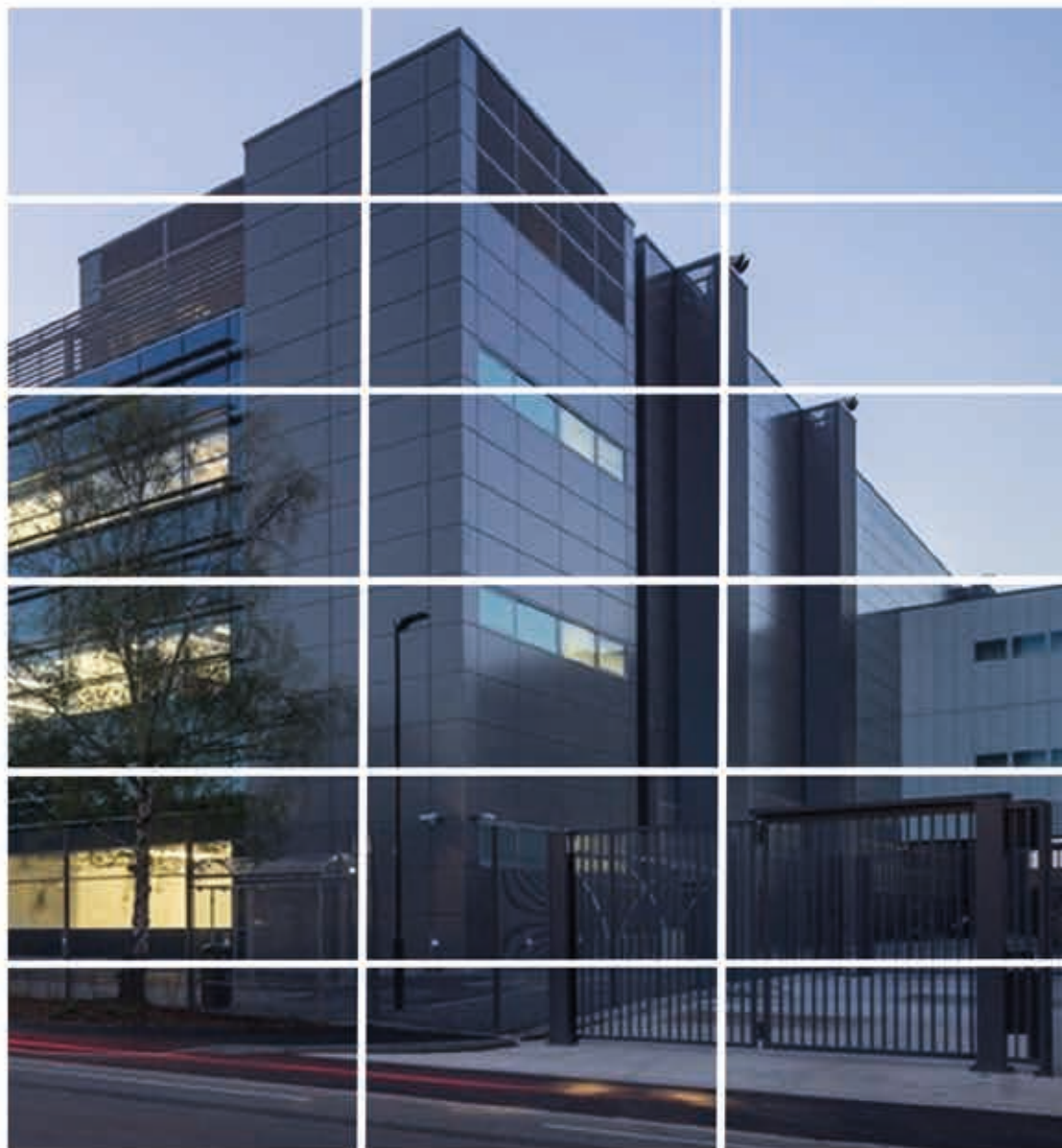
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- LV, MV and Fibre Testing
- SAP Services
- Small Power and Lighting Installations
- LV, MV and Fibre Jointing
- LV and MV Switching Services
- LV and MV G&T and Jointing
- Containment Installations
- Project and Site Management/Supervision


Our Team


The team at SRE Cabling & Jointing UK LTD is what sets us apart from our competitors. All our employees understand that safety, quality and customer service are the backbone of the business model. These are the values that have helped us grow and progress within the industry.


At the heart of SRE we believe in our company values and strive to deliver these with passion and dedication.



 SRE Cabling & Jointing UK Ltd
Union Street
Pendlebury
Manchester
M27 4HL

 info@srejointing.co.uk

 www.srejointingltd.co.uk

 0800 193 0407



SRE CABLING & JOINTING UK LTD



Acclaim
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Member Company

Register of Cabling and
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- Winch Operator
- First Aid
- Manual Handling
- Safety Harness wearing & Inspection
- Asbestos Awareness

Tel 07500 954782 / 07949 362638 Email info@ptlcable.co.uk

www.ptlcable.co.uk

6. NETWORK INFRASTRUCTURE AGREEMENT

6.1 THE AGREEMENT

Parties to the Agreement are the Electrical Contractors' Association (ECA) and Unite the Union.

6.2 INTRODUCTION

The Network Infrastructure Agreement (previously known as Datacomms) is in place to ensure that companies are maintaining the installation standards (termination, commissioning, repair and maintenance) and best practice employment provisions to further the improvement and progress of the industry.

6.3 SCOPE OF WORK

This agreement covers all Extra Low Voltage (ELV) cabling relating to Network Infrastructure, including Data (inc. Power over Ethernet (PoE)), Telephony and Telecommunications.

This includes installation, termination, commissioning, repair and maintenance of Structured Cabling Systems for Network Infrastructure, including Data, Voice, Fibre Optic, Coaxial, PoE, Information & Communications Technology systems in the field of the Building Services Engineering Industry, within buildings or structures, including cables laid within the perimeter of the project.

Containment systems associated with the above work may be undertaken by a skilled Network Infrastructure operative.

In addition to the above, works include:-

- a. Routing of cable ways
- b. Installation of associated containment and/or segregation on existing containment
- c. Consideration to Earthing / Bonding of and ELV containment, racks and communications cabinets
- d. Installation of racks / communication cabinets, patching panels, active equipment and patching therein
- e. Testing to the correct cable type and standard

Testing of new cabling should only be completed by a Network Infrastructure Gold card holder, or above, or an Electrician who has undertaken appropriate upskilling to the same standard.

The scope and class of work set out above shall not encroach upon the core work and skills of electrical operatives graded and employed under the JIB National Working Rules as set out in Section 4 of the JIB Handbook: Grading Definitions.

6.4 TYPE OF EMPLOYER/EMPLOYEE

- (a) Employers covered by this Agreement must be members of the JIB and have chosen to opt in to the Network Infrastructure Agreement. To find out more or apply for JIB membership, please contact membership@jib.org.uk or call 01322 661600.
- (b) Employees covered by the Agreement will be skilled Network Infrastructure Operatives and Apprentices, Assistants, and Trainees employed in accordance with the JIB National Working Rules for the Electrotechnical Industry.

6.5 METHOD OF WORKING

- (a) The termination of all Network Infrastructure cables will be undertaken only by skilled Level 3 (or above) Network Infrastructure Installers, or Electricians that have had relevant training.
- (b) Tying in or clipping of Network Infrastructure cables will be undertaken only by skilled operatives.
- (c) Network Infrastructure Installation Assistants may be employed to do unskilled work under supervision or assist in the installation of cables in accordance with this Network Infrastructure Agreement.
- (d) Network Infrastructure Installation Assistants may be used to execute any unskilled portion of the work and to assist skilled operatives to erect tray work, and supports etc. connected with tray work and containment for Network Infrastructure cables, to fix brackets and to clip cables.

Notes

- 1. This Agreement acknowledges that all Network Infrastructure work is subject to the JIB National Working Rules.
- 2. Nothing in these Rules shall preclude the proper training of all grades and apprentices in any of the skills associated with this Determination.
- 3. Network Infrastructure Operatives shall not crossover into the field of electrical contracting unless they meet the grading criteria of a JIB graded electrical operative. JIB Graded electrical operatives shall be recruited to carry out electrical installation work.
- 4. Where a Company employs skilled operatives and trainees working in the scope of the electrical contracting industry, those operatives shall continue to be employed under the JIB National Working Rules.
- 5. Skilled JIB Graded Electricians (Installation or Maintenance occupations) who have been suitably trained for the purpose will carry out the containment carcass and supporting structure work other than as required for dedicated in-scope work defined in 6.3 Scope of Work, which may be carried out by Skilled Network Infrastructure Operatives.
- 6. Every effort and encouragement will be made by the Parties to ensure the highest possible level of trade union membership.
- 7. For further information on the eligibility and requirements for Network Infrastructure ECS cards please see the ECS website at www.ecscard.org.uk

6.6 RATES OF PAY

For Network Infrastructure Grading definitions, please see Section 4 of the JIB Handbook.

Note: In line with NWR 6.3, Companies may pay responsibility money to an individual undertaking the supervision of other operatives.

From and including **Monday 1st January 2024** the JIB hourly rates for Job Employed operatives shall be:

(i) National Standard Rates

Occupation	Transport Provided	Own Transport
Network Infrastructure Advanced	£16.59	£17.66
Network Infrastructure Gold	£15.10	£16.18
Network Infrastructure Installer	£14.23	£15.22
Network Infrastructure Installation Assistant	£13.38	£14.37
Network Infrastructure Trainee	£13.38	£14.37

Apprentice Rates of Pay	At College	At Work
Stage 2	£8.01	£8.66
Stage 1	£6.40	£6.40

(ii) London Rate

for operatives engaged upon work falling within the terms of JIB National Working Rule 6.2 will be:

Occupation	Transport Provided	Own Transport
Network Infrastructure Advanced	£18.58	£19.78
Network Infrastructure Gold	£16.93	£18.12
Network Infrastructure Installer	£15.93	£17.05
Network Infrastructure Installation Assistant	£15.00	£16.10
Network Infrastructure Trainee	£15.00	£16.10

Apprentice Rates of Pay	At College	At Work
Stage 2	£8.22	£9.72
Stage 1	£6.40	£6.87

From and including **Monday 6th January 2025** the JIB hourly rates for Job Employed operatives shall be:

(i) National Standard Rates

Occupation	Transport Provided	Own Transport
Network Infrastructure Advanced	£17.42	£18.54
Network Infrastructure Gold	£15.86	£16.99
Network Infrastructure Installer	£14.94	£15.98
Network Infrastructure Installation Assistant	£14.05	£15.09
Network Infrastructure Trainee	£14.05	£15.09

Apprentice Rates of Pay	At College	At Work
Stage 2	£8.41	£9.09
Stage 1	£6.40	£6.44

(ii) London Rate

for operatives engaged upon work falling within the terms of JIB National Working Rule 6.2 will be:

Occupation	Transport Provided	Own Transport
Network Infrastructure Advanced	£19.51	£20.77
Network Infrastructure Gold	£17.78	£19.03
Network Infrastructure Installer	£16.73	£17.90
Network Infrastructure Installation Assistant	£15.75	£16.91
Network Infrastructure Trainee	£15.75	£16.91

Apprentice Rates of Pay	At College	At Work
Stage 2	£9.24	£10.20
Stage 1	£6.40	£7.21

7. JIB HIGHWAY LIGHTING GRADES

The ECA and Unite the Union have agreed that these grades will be introduced on an optional basis. When Companies opt in to the grades, they will be bound by the JIB terms and conditions for highway lighting.

7.1 GRADING DEFINITIONS

7.1.1 Highway Lighting Operative Grade 1/Maintenance & Installation Operative

Scheme Occupation – Maintenance & Installation Operative

A person who has attained the mandatory requirements for a Maintenance & Installation Operative and a number of additional elements associated with the work requirement.

This person will have achieved the NVQ/SVQ Qualification at Level 2 units 1, 2, 3, 4, 5, 6, 7 & 8 (part). In addition NVQ/SVQ Level 3 units 6 & 7 will be achieved but will not provide a qualification at this level.

General Job Description

Be able to cover the full range of street lighting work. This may be a Maintenance Operative (Fault Repair) who can also carry out installation work (although may not drive and operate a mobile crane over 7.5 tonne), or an Installation Operative who is able to undertake the work of a Maintenance Operative (Fault Repair). Will also be able to undertake testing and record readings obtained. (Note: this person is unable to issue certificates).

7.1.2 Highway Lighting Operative Grade 2/Maintenance Operative (Fault Repair) or Installation Operative

Scheme Occupation – Maintenance Operative (Fault Repair)

A person who has attained the mandatory requirements for Maintenance Operative (Fault Repair) and a number of additional elements associated with the work requirement.

This person will have achieved the NVQ/SVQ Qualification at Level 2 units 1, 2, 3, 4, 5, 6 & 7. In addition NVQ/SVQ Level 3 unit 7 (part) will be achieved but will not provide a qualification at this level.

General Job Description

Undertake the work of a routine maintenance operative, carry out fault repairs to highway lighting apparatus and install replacements. Will also be able to undertake testing and record readings obtained and respond to emergency call-outs as required. (Note: this person is unable to issue certificates).

Or

Scheme Occupation – Installation Operative

A person who has attained the mandatory requirements for an Installation Operative and a number of additional elements associated with the work requirement.

This person will have achieved the NVQ/SVQ Qualification at Level 2 units 1, 2, 3, 7, 8 (part) & 9. In addition NVQ/SVQ Level 3 unit 6 (part) will be achieved but will not provide a qualification at this level.

General Job Description

Undertake the installation of the full range of highway lighting apparatus including lanterns and brackets. Will also be able to drive and operate mobile crane vehicles over 7.5 tonne and attend emergency call-outs as required.

7.1.3 Highway Lighting Operative Grade 3/Routine Maintenance Operative or Installation Operative (Non Crane)

Scheme Occupation – Routine Maintenance Operative

A person who has attained the mandatory requirements for a Routine Maintenance Operative and a number of additional elements associated with the work requirement.

This person will have achieved the NVQ/SVQ Qualification at Level 2 units 1, 2, 3, 4, 6 & 7 as a minimum. Unit 7 may be waived by employers where no contract work of this type is required (the lack of availability and therefore training requirement should not prevent a person receiving this grade if the other units have been obtained).

General Job Description

Undertake highway lighting routine maintenance that includes cleaning and visual inspection of apparatus, replacement of lamps and painting. Night time inspection may also be a requirement.

Or

Scheme Occupation – Installation Operative (Non Crane)

A person who has attained the mandatory requirements for an Installation Operative (Non Crane) and a number of additional elements associated with the work requirement.

This person will have achieved the NVQ/SVQ Qualification at Level 2 units 1, 2, 3, 7, 8 (part) & 9 as a minimum. Unit 7 may be waived by employers where no contract work of this type is required (the lack of availability and therefore training requirement should not prevent a person receiving this grade if the other units have been obtained).

General Job Description

Undertake the installation of the full range of highway lighting apparatus and able to act as a banksman to the operator of a mobile crane as required. The Installation Operative (Non Crane) may also undertake installations not requiring a mobile crane acting as the "lead" person.

7.1.4 Highway Lighting Operative Grade 4/Trainee

This is an entry grade and will apply to scheme occupations Trainee, Routine Maintenance and Installation Operative (Non Crane) who have attained the mandatory units under the scheme but not all the additional units to advance to the next HLO grade.

Notes:

1. The JIB skilled grades for Highway Lighting equate to the same level as Shop Rates in the JIB National Working Rules and these operatives will be responsible for maintenance, installation, testing and inspection.
2. The Highway Lighting Technician is in effect the Supervisory Grade.
3. HLO 4 is generally intended to be an entry grade. It is expected that the majority of HLO 4s will progress to HLO 3 within a six to twelve month period having satisfied the training requirements. There may be a number of HLO 4 graded operatives who are employed specifically to carry out restricted duties at HLO 4 on a permanent basis, but this will be a small percentage of staff employed at this grade. Where this is the case, the operative will be advised during the recruitment process and it will be confirmed at the point of engagement.
4. HLO Trainee is the basic entry grade and operatives will progress as defined in note 3 above.

General

In addition to the JIB rates of pay it is intended that JIB terms and conditions will apply to the JIB HLO grades eg Holidays, Welfare Benefits, etc.

Where companies have alternative terms and conditions which, taken as a whole, are the same or better than the JIB established terms and conditions they may be given dispensation to participate in the JIB HLO grades on that basis. However, the minimum JIB rates of pay must be observed.

Any dispensation would be considered at the request of the Company, its employees and the Parties.

If necessary the workings of this Agreement can be reviewed after a period of 2 years.

7.2 WAGES

From and including **Monday 2nd January 2023** the JIB hourly rates for Highway Lighting Operatives shall be:

JIB Skilled Grades

Grade	
Highway Lighting Technician	£17.93
Highway Lighting Approved Electrician	£15.71
Highway Lighting Electrician	£14.30

JIB Highway Lighting Operative Grades

Grade	
Highway Lighting Operative Grade 1	£12.57
Highway Lighting Operative Grade 2	£11.93
Highway Lighting Operative Grade 3	£11.31
Highway Lighting Operative Grade 4	£10.62
Highway Lighting Operative Trainee	£8.90

From and including **Monday 1st January 2024** the JIB hourly rates for Highway Lighting Operatives shall be:

JIB Skilled Grades

Grade	
Highway Lighting Technician	£19.19
Highway Lighting Approved Electrician	£16.81
Highway Lighting Electrician	£15.30

JIB Highway Lighting Operative Grades

Grade	
Highway Lighting Operative Grade 1	£13.45
Highway Lighting Operative Grade 2	£12.77
Highway Lighting Operative Grade 3	£12.10
Highway Lighting Operative Grade 4	£11.44
Highway Lighting Operative Trainee	£11.44

From and including **Monday 6th January 2025** the JIB hourly rates for Highway Lighting Operatives shall be:

JIB Skilled Grades

Grade	
Highway Lighting Technician	£20.15
Highway Lighting Approved Electrician	£17.65
Highway Lighting Electrician	£16.07

JIB Highway Lighting Operative Grades

Grade	
Highway Lighting Operative Grade 1	£14.12
Highway Lighting Operative Grade 2	£13.41
Highway Lighting Operative Grade 3	£12.71
Highway Lighting Operative Grade 4	£11.93
Highway Lighting Operative Trainee	£11.44

8. TEESSIDE DETERMINATION

Second tier payments for work undertaken under the terms of the JIB Agreement on the former ICI sites at Teesside are as follows:

1. Location

This agreement applies to work on the former ICI sites known as North Tees, Billingham and Wilton.

2. Determination

The following payments will apply to skilled grades undertaking specific categories of work (pro rata payments will apply to non-skilled grades):

- Ongoing repair and maintenance 85 pence per hour
- Minor outages/overhauls £1.20 per hour
(ie other than NAECI Category 3 Major
Events for which other arrangements may apply)
- Minor capital projects £1.20 per hour
(ie other than NAECI Category 1 Major
Projects for which other arrangements may apply)

These payments are subject to compliance with specific performance improvement measures (eg bell to bell working) which may vary from project to project and are payable only for hours worked on site. All weekly hours of second tier payments may be forfeited in the event of unauthorised absence or withdrawal of labour.

Where, as a consequence of TUPE transfers or other in-house arrangements, higher payments apply, these should continue.

3. Out of scope

Work undertaken on office buildings, and other work not directly associated with process plant activities are excluded from this agreement.

4. Effective date

Recognising the need for a lead-in period, this agreement comes into effect on 1st September 2009.

5. Termination of the Agreement

This agreement may be terminated by either of the parties to the JIB giving six months' notice.

9. MECHANICAL TRADES AGREEMENT

9.1 INTRODUCTION

Within the building services engineering industry commercial tenders now often require contractors to execute both electrical and mechanical work under the terms of the contract. Increasing numbers of contractors are employing both electrical and mechanical operatives.

In response to this, the parties to the JIB have agreed to provide JIB employers with the option of employing their mechanical operatives under the terms of the JIB National Working Rules.

The provision of a harmonised employment framework for electrical and mechanical operatives is intended to support the following objectives:

- A stronger JIB with more relevance to the whole building services engineering industry
- Enhanced employment relations and employee engagement
- Efficiency and cost savings in administration and procedures

The parties have agreed that the integration of mechanical grades will not affect the existing JIB grades. This will be subject to a review within two years of the effective date of this Promulgation. During this period this will be a standing item for consideration by the Employee Relations Committee.

The integration of mechanical grades into the JIB National Working Rules provides an option for JIB employers to employ mechanical operatives under the terms of the JIB National Working Rules.

The review date of the terms and conditions of JIB mechanical operatives will be in line with the review date of the terms and conditions of JIB electrical operatives after 4th October 2010.

A JIB employer who employs mechanical operatives and wishes to use this option, must consult each of the relevant mechanical employees and provide full details of the terms provided under the JIB National Working Rules so that the individual can make an informed decision.

Individual contracts of employment will be amended where existing mechanical operatives accept the JIB National Working Rules.

Scope

The scope of this option covers the employment of mechanical operatives on building services engineering contracts involving the installation, modification, repair, service and maintenance of all forms of heating, insulation, ventilation, air conditioning, pipe work, boilers, ductwork and general domestic engineering.

Individual Grading Issues

Any dispute on grading or regrading within the first 2 years of the agreement shall be referred to a specific mechanical grading panel consisting of 3 representatives of the Union and 3 representatives of the employers. The recommendations of the grading panel will be referred to the JIB Employee Relations Committee for approval. After the initial two year period all grading queries will be dealt with under the established JIB arrangements.

A review will take place, to be completed before 30th September 2012, to assess the effectiveness of the new JIB mechanical grade definitions.

Grading Titles

This agreement will cover the following grades:

- Mechanical Technician
- Advanced Craftsperson
- Craftsperson

Industry Equivalence

All operatives currently registered with the Engineering Services SKILLcard scheme will be accepted for grading in the appropriate JIB grade. This will apply for a period of two years from the effective date of the agreement (ie 4th October 2010).

After 4th October 2012, and after a satisfactory review within the JIB of the operation of the JIB mechanical grades, only the JIB grading definitions may be used for the award of a JIB mechanical grade.

Allowances and other payments

All responsibility allowances, welding skill payments and abnormal condition payments are included within the hourly rates of pay within the JIB National Working Rules. Responsibility Money under the JIB Agreement (JIB National Working Rule 6.3) will however also be applicable to Advanced Craftspersons.

Requirement to weld and supervise

Craftspersons and Advanced Craftspersons must be available to weld when required by their employer and must ensure that their welding competencies remain up to date and suitably certified. If training is required, Craftspersons and Advanced Craftspersons must make themselves available to undertake such training. Where an operative is required to weld but fails to pass the necessary welding test, a re-test will be offered in line with Industry norms.

Advanced Craftspersons may be required to supervise other operatives.

Travel Payments

The provisions of JIB National Working Rule 11 (Mileage Allowance, Mileage Rate and Lodging Allowances) will apply to mechanical operatives.

JIB Shop and Locally Engaged Labour

The provisions of JIB National Working Rules 10 (Definition of Shop) and 11.5 (Locally Engaged Labour) will apply to mechanical operatives.

Procedures

The JIB Grievance and Conciliation Procedures will be available to mechanical operatives.

If any issue arises as a result of the integration of mechanical grades into the JIB National Working Rules the Grievance and Conciliation Procedures should be used by the relevant party.

9.2 WAGES

FOR WAGES SEE NATIONAL WORKING RULE 6

Where mechanical operatives are employed under the terms of the JIB National Working Rules, all previous terms and conditions of employment will be superseded by the JIB National Working Rules.

The terms and conditions of employment of mechanical operatives will be reviewed at the same time as all other JIB operatives.

The JIB Benefits Scheme will provide welfare benefits and holiday pay for mechanical operatives.

9.3 GRADING DEFINITIONS

FOR GRADING DEFINITIONS SEE THE JIB WEBSITE

10. MAJOR PROJECTS MECHANICAL AND ELECTRICAL AGREEMENT

10.1 INTRODUCTION

- 10.1.1 In recognition of the increasing convergence between the Mechanical and Electrical (M&E) disciplines on Major Projects, the Parties have agreed to introduce a single Major Projects Agreement (MPA) for such projects. The MPA complements the current collective agreements for each discipline.
- 10.1.2 The Parties continue to support the current agreements but recognise that Major Projects have particular requirements which are addressed by the introduction of this Major Projects Agreement. The provisions of the MPA shall apply on any matter not covered by the appropriate collective agreement of which this MPA is an Appendix. On matters where both agreements contain provisions then the provisions in the MPA shall take precedence.
- 10.1.3 This Agreement will apply to those projects which are Designated by the Major Projects Agreement Forum. Designated Projects will normally be very large projects which include a significant Mechanical and/or Electrical element.
- 10.1.4 This Agreement is intended to lead to the achievement of the following Key Objectives:
- Improvements in the performance and productivity of the Mechanical and Electrical disciplines;
 - A radical and progressive overhaul of industrial relations on Major Projects.
- 10.1.5 The Agreement recognises the significant changes which have taken place in the construction process, particularly in the procurement, design, manufacture and installation of M&E systems. The Agreement is intended to lead to beneficial change for all stakeholders and to a new industrial relations culture on Major Projects.

10.2 OBJECTIVES OF THE AGREEMENT

- 10.2.1 In addition to the Key Objectives set out in Section 1, the Parties are also committed to the following objectives:
- The completion of each project to time and within budget;
 - The principles and practical application of Integrated Team Working, Quality and Competence;
 - The use of appropriate joint work planning activities, in the interests of effective and efficient working;
 - Terms and conditions of employment which reflect and reward the achievement of high productivity by employees;
 - Harmonious industrial relations across each project, supported by effective consultation and two way communication and programmes to support the motivation and involvement of each employee;
 - The training and development of each employee in accordance with the needs of the project. Such training may include:
 - Safety
 - Induction
 - Teamworking

- Productivity
- Apprentice training
- Adult training to agreed standards

10.3 PARTIES TO THE AGREEMENT

- Amicus (MSF Section) } now Unite the Union
- The Association of Plumbing and Heating Contractors
- The Electrical Contractors' Association
- The Heating and Ventilating Contractors' Association } now Building Engineering Services Association
- SELECT
- Amicus (AEEU Section) } now Unite the Union

Note: Hereafter all references to the Union are to Unite the Union.

10.4 SCOPE OF THE AGREEMENT

10.4.1 The scope of the Agreement comprises the Mechanical and Electrical activities on Designated Projects within the Building Services Engineering Industry, including Industrial, Commercial, Infrastructure, Transport and other appropriate projects within England, Scotland, Northern Ireland, Wales, the Channel Islands and the Isle of Man.

10.4.2 Work which is within scope on Designated Projects includes:

- All forms of electrical, electronic, instrumentation and environmental installations, equipment, appliances and ancillary plant activities;
- All forms of heating, ventilating, air conditioning, piping and mechanical engineering, including installation of gas pipework, all forms of boilers (including oil-fired boilers), sprinkler and fire protection installations, heated ceilings and ductwork erection;
- All plumbing and associated activities.

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

- All projects which are not Designated;
- Activities which are within scope of other Agreements, eg The National Agreement for the Engineering Construction Industry;
- Activities which are undertaken by the Client or their contractors under alternative arrangements;
- All specialist suppliers whose core terms and conditions are no less favourable than those provided by the core terms and conditions of this Agreement;
- All repair, maintenance and facilities management activities.

10.4.4 Supplementary Project Agreements may provide further details of specific exclusions on a project.

10.5 MAJOR PROJECTS AGREEMENT FORUM

The Parties will nominate representatives to a Major Projects Agreement Forum. The Forum will comprise representatives from Unite the Union and the Associations. The Objectives, Constitution and Terms of Reference of the Forum are set out in Appendix 1.

10.6 DESIGNATION OF PROJECTS

- 10.6.1 The Major Projects Agreement Forum will be responsible for the Designation of Major Projects.
- 10.6.2 The factors to be taken into account by the Forum in deciding whether a project should be Designated shall include:
- The views of the Client;
 - The nature, technical complexity, size, anticipated manpower, contractor interfaces and value of the project;
 - The planned duration of the site-based construction and installation aspects of the project;
 - The need to ensure industrial relations stability;
 - The significance of any industrial relations issues likely to arise on the project in relation to other projects, or to the Industry generally;
 - The location of the project and its anticipated effect on other projects and on the labour market in the vicinity.
- 10.6.3 The involvement and engagement of the Client is seen as crucial to the Designation process and will be positively sought.
- 10.6.4 Projects will not be Designated retrospectively after contracts have been let.
- 10.6.5 Further information on the Designation process is set out in Appendix 1.
- 10.6.6 As work on a Designated Project nears completion, the Parties to the Supplementary Project Agreement will review the need to terminate the Project Agreement and formally remove Designated status. The Parties will consult the Client before seeking the approval of the Major Projects Agreement Forum. Three months' notice of termination will normally be given.

10.7 SUPPLEMENTARY PROJECT AGREEMENTS

- 10.7.1 A Supplementary Project Agreement will be drawn up by the Contractors, appropriate Local Trade Union Full Time Officials and the Designated Representative for each Designated Project. The proposed Agreement will be subject to approval by the Major Projects Agreement Forum before its implementation.
- 10.7.2 Supplementary Project Agreements will take account of all the core elements of the Major Projects Agreement but will address the specific needs of individual projects.
- 10.7.3 Each Supplementary Project Agreement may describe, as appropriate, the particular requirements of the Project in the following respects:
- The nature and significance of the Project;
 - The format of the project – specific arrangements for the control of industrial relations. Such arrangements will reflect the nature and needs of each project, including agreed provision for regular meetings between the Employers and the Trade Union;
 - Working hours, meal and tea breaks, clocking arrangements, overtime and shift working;
 - The site facilities and lay-out, with the objective of maximising productive time by the use of effective logistics, planning and resourcing;
 - Joint arrangements for the utilisation of employment resources;

- The application of the arrangements for Performance and Productivity set out in Section 4.9 of the Agreement;
 - The agreed application of Integrated Team Working, as set out in Section 4.11 of the Agreement;
 - Other arrangements for training, including apprentice training;
 - Trade Union facilities and arrangements for consultation and communication with members;
 - Arrangements for the effective induction of each new employee on the project, including the facility for a Trade Union presentation by the Designated Representative or Full Time Official;
 - Arrangements for communicating to employees on progress and working jointly to maximise productivity;
 - Health and Safety procedures, facilities and the arrangements for Safety Committees;
 - The Project policy and procedures on Drugs and Alcohol;
 - The application of joint work planning activities in the interests of effective and efficient working;
 - Arrangements for periodic leave and any lodging arrangements;
 - Arrangements for payment of wages;
 - Specific arrangements for holidays, including public holidays;
 - Redundancy procedures;
 - Equal Opportunities;
 - The arrangements for compliance auditing;
 - Security and search procedures on the project;
 - Any other issues which are specific to the project and need to be addressed by the Supplementary Project Agreement, for example, any planning consent terms which may have an impact on the project, environmental considerations etc.
- 10.7.4 The Supplementary Project Agreement will be issued to all employees before they commence work on a project and will be incorporated into their contracts of employment.

10.8 STANDARD RATES OF PAY

The standard rates of pay on Designated Projects will be those which are prescribed by the appropriate National Agreement – ie the HVCA, JIB, JIB for PMES and SJIB Agreements.

10.9 PERFORMANCE AND PRODUCTIVITY

General Principles

- 10.9.1 A fundamental objective of the Major Projects Agreement is to improve performance and productivity on Major Projects within the Building Services Engineering Industry.
- 10.9.2 The Parties support the following principles on Designated Projects as key to the achievement of enhanced performance and productivity:
- The effective planning and organisation of work by the employer and employees, including the use of joint work planning;

- The optimisation of the layout, facilities and logistics of movement of employees on the project;
- The planning and achievement of a continuity of work flow;
- The deployment of the appropriate number of employees with the appropriate mix of skills;
- The effective application of Integrated Team Working, as set out in Section 4.11;
- The training and deployment of effective Supervisors and Team Leaders;
- The provision and use of appropriate plant, tools and equipment;
- The adoption and communication of appropriate standards of quality and safety;
- Performance will also be assessed against specific Key Performance Indicators, as follows:
 - The achievement of quality standards and the minimisation of re-working;
 - The achievement of the highest possible standards of health and safety and the elimination or minimisation of time lost due to accidents or work-related sickness absence;
 - Adherence to the Collective Disputes Procedure;
 - Maximising productive working time by the achievement of the highest standards of timekeeping and attendance;
 - The maximum utilisation of time available for productive working by the use of effective logistics, planning and 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;
 - The effective application of tea and meal breaks consistent with optimising working time, including the timing and location of such breaks. The timing and logistics of the tea break will be managed and agreed between the Parties locally;
 - Other initiatives identified by the Parties from time to time.

Major Project Performance Payment (MPPP)

- 10.9.3 The Parties have devised the Major Project Performance Payment Scheme (MPPP) to provide an opportunity for enhanced performance and productivity by employees to be rewarded by the employer.
- 10.9.4 The Major Project Performance Payment Scheme will operate in accordance with the following principles:
- Employees are expected to achieve a sustained level of productivity, equating to the potential output of an experienced and competent employee working within the required standards of quality and accuracy. This definition is described as Normal Motivated Performance (NMP) within the MPPP Scheme.
 - Performance and productivity will be measured regularly by the employer, using all appropriate measurement systems.
- 10.9.6 Full details of the MPPP Scheme on each Project will be included within the Supplementary Project Agreement and information about the application of the scheme will form part of the Project Induction.
- 10.9.7 If the required levels of performance regularly or significantly fall below NMP, an urgent joint investigation of the circumstances will be undertaken to establish the facts and

make recommendations. The Supplementary Project Agreement will include details of the arrangements for such investigations. If, after the investigation and the application of any recommendations, NMP is not achieved, the employer will reduce or remove the MPPP.

10.9.8 National or London Major Performance Payments apply.

10.9.9 The MPPP payments – which are paid for each hour worked but do not attract premium time payments – are set out in Appendix 2.

Incentive Bonus Schemes

10.9.10 The Parties support the introduction of the Major Project Performance Payment Scheme as an innovative and key part of the Agreement. However, they recognise that Measured Incentive Bonus Schemes may also be used as an alternative to the MPPP, subject to the following conditions:

- That the Parties to the Supplementary Project Agreement may agree to the introduction of Incentive Bonus Schemes as an agreed alternative. The basic principles of such schemes should be included within the Supplementary Project Agreement. Where a scheme is already agreed between the employer and the Trade Union, it should be sufficient to cross-refer to the terms of the scheme;
- Schemes will use pre-determined norms, preferably work measured, or other measured targets to set productivity standards;
- Schemes will incorporate Normal Motivated Performance, as defined within the MPPP Scheme. Normal Motivated Performance will be rewarded at the same level as defined within the MPPP Scheme;
- Information about Incentive Bonus Schemes will form part of the Project Induction.

10.10 HOURS OF WORK AND OVERTIME

10.10.1 The standard working hours on Designated Projects shall be 38 hours a week.

10.10.2 The actual working hours will be determined by the needs of the project and will be included in the Supplementary Project Agreement and covered during the Induction process. Consideration will be given to the advantages of flexibility in the actual working hours and working patterns on specific projects.

10.10.3 Every effort will be made to ensure that overtime is managed and allocated effectively and reasonably.

10.10.4 The derogations from the Working Time Regulations 1998 within the HVCA, JIB, JIB for PMES and SJIB Agreements will also apply on Designated Projects.

10.11 INTEGRATED TEAM WORKING

10.11.1 The Agreement is intended to lead to improvements in the performance and productivity of the Mechanical and Electrical disciplines on Designated Projects. Integrated Team Working will be introduced on each Designated Project to support the achievement of this objective.

10.11.2 The principle of Integrated Team Working is the optimisation and utilisation of the skills of the M&E trades working together to improve performance and productivity. Each Designated Project will introduce Integrated Team Working in a way which suits the requirements of the Project and the results of local site experience will be assessed as the basis of introducing the concept more widely.

10.11.3 Integrated Team Working on each project will operate within the following guidelines:

- Integrated Teams of M&E trades will be established. Such Teams will include a Team Leader and skilled craftsmen from the heating and ventilating, electrical and plumbing disciplines. Adult trainees and apprentices from each discipline may be deployed to work within the Team.
- The compilation of skills within the Integrated Teams will be agreed between the parties locally. There is nothing in this Major Projects Agreement which in any way amends the provisions of the S/JIB Agreements relating to the existing S/JIB grading structure and process.
- Each Team will be empowered to plan and execute work as effectively and efficiently as possible by using all the skills and competence within the Team, including operational flexibility within the competence level of each Team member.
- Training will be provided as necessary to Team members in Integrated Team Working. Such training may include the development of overlapping skills. The Team Leader and Team members will be responsible for the identification of training needs and the employer will be responsible for addressing such needs.
- Where substantial training needs are identified, a Training Plan may be devised. Training Plans will include:
 - The definition of the training needs;
 - The identification of the training programme designed to address the training needs;
 - The source of funding required to deliver training;
 - The standards to which training will be delivered;
 - The method of evaluation which will be used to assess the effectiveness of the training activity.
- As a project develops, there may be a need to adjust the composition of the Integrated Work Teams as workfaces change and the project's needs develop.
- The Redundancy Procedures developed within each Supplementary Project Agreement should include a reference to the application of redundancy procedures and redundancy selection where individuals form part of an Integrated Work Team.
- The parties to each Supplementary Project Agreement (SPA) will be responsible for setting up and reviewing Integrated Team Working on the project. The Major Projects Agreement Forum will receive regular reports from the parties to the SPA on the progress of each development programme, any issues which have arisen and the steps which have been taken by the parties to resolve them.

10.12 UTILISATION OF LABOUR RESOURCES

10.12.1 It is the intention of the Parties that this Agreement commits employers and bona-fide subcontractors to the employment of a directly employed workforce.

10.12.2 The interests of strategic Major Projects are best served by establishing stable industrial relations and a progressive and inclusive approach to the development of a workforce which must have directly employed status and prohibiting bogus individual self employment.

10.12.3 The ethos of direct employment is essential to the development of positive industrial relations and improved performance within the mechanical and electrical engineering sector.

- 10.12.4 If unavoidable circumstances occur and, despite the best endeavours of an employer, "top up labour" is required, then any such labour provided by an agency must also be of directly employed status and must not be of an individual self employed basis.
- 10.12.5 Any such arrangement must be agreed by the Parties locally and notified to the Forum and any subcontractor or agency must operate within the ethos and scope of the appropriate rules of the substantive agreement of which this Major Projects Agreement is an Appendix.

10.13 HEALTH AND SAFETY

- 10.13.1 The primary importance of Health and Safety is recognised within the Agreement. The Parties will work to achieve the highest standards of Health and Safety and to apply the principles of continuous improvement, with the objective of minimising and ultimately eliminating all accidents and causes of ill health at work.
- 10.13.2 Employers will give every encouragement to the appointment and accreditation of Trade Union Safety Representatives on Designated Projects and will facilitate their release for Unite the Union training courses and other appropriate health and safety training activities and programmes.
- 10.13.3 The parties on each Designated Project will wish to review the Health and Safety Plan for Construction, which is required under the Construction (Design and Management) Regulations 1994.
- 10.13.4 The Parties are committed to compliance with all legal obligations on Designated Projects and to the development of specific processes and practices which are designed to enhance health and safety performance on such projects. The processes and practices which apply on each project will be set out within the Supplementary Project Agreement. Examples include:
- Effective Safety Induction Training;
 - The appointment and effective use of accredited Safety Representatives, Safety Committees, and, where agreed, a Project Safety Committee;
 - The use of effective safety awareness schemes;
 - Recognition of established industry personnel registration schemes and health and safety assessment programmes;
 - The day-to-day communication of health and safety information to employees, eg tool box talks;
 - The identification of any special health and safety issues on a project and the introduction of measures to address them.

10.14 PAYMENT OF WAGES

Employees engaged on a Designated Project will normally be paid weekly by credit transfer. Employees of a specific contractor may be paid monthly or fortnightly or every four weeks by credit transfer if such a payment interval has been agreed and included in their contracts of employment.

10.15 EFFICIENT USE OF WORKING TIME

Asset out in Section 4.7, each Supplementary Project Agreement will define the arrangements which will be used to make efficient use of working time, including arrangements which may include the provision that employees will change before clocking on at the start of the working period and clocking off before changing at the end of the working period. All site facilities, including car parks, clocking stations, tea and meal facilities and toilets will be located to maximise productive time.

10.16 THE RESOLUTION OF COLLECTIVE DISPUTES

- 10.16.1 The Parties are committed to the effective operation of the Disputes Procedure and will work together in partnership, accepting that they have a common interest in promoting industrial harmony and changing the traditional culture of the Industry.
- 10.16.2 If a collective dispute arises on a Designated Project, it will be handled in accordance with this procedure rather than in accordance with the procedure set out in the relevant industry collective agreement.
- 10.16.3 Unite the Union is committed to no industrial action being countenanced or undertaken without entering into and completing the Disputes Procedure. The Associations are committed to ensuring that contractors use the Disputes Procedure effectively to resolve issues arising.
- 10.16.4 Every effort will be made to resolve issues at the earliest possible stage of the Disputes Procedure.

Stage 1 – Domestic Stages

- 10.16.5 Any collective matter arising should be taken up by the employees concerned, or by their local representative, with the management representatives on site.
- 10.16.6 If the matter is not resolved, it may be referred to the Designated Representative for further discussion with the management representative on site, in conjunction with the employees concerned or their local representative.
- 10.16.7 If the matter remains unresolved, it may be referred to the Local Unite the Union Full Time Officer.

Stage 2 – Full Time Officer

- 10.16.8 Where a matter has been referred to the appropriate Full Time Officer, the Officer may raise the issue with Senior Company Management. Alternatively, a Full Time Trade Union Officer may raise pertinent matters direct with Senior Management.
- 10.16.9 A meeting will be arranged within two weeks to formally deal with the matter at FTO and Senior Management level. The matter in question will be set out in writing as soon as possible, and in any event before the meeting takes place.

Stage 3 – Stage 3 Meeting

- 10.16.10 If agreement cannot be reached at Stage 2, the matter will be referred to a Stage 3 meeting. The Stage 3 meeting will take place within two weeks of the receipt of the reference from Stage 2. The reference from Stage 2 will include a full set of minutes.

- 10.16.11 The Parties to the Supplementary Project Agreement (SPA) will agree the procedure for Stage 3 meetings on the project and these will be included within the SPA. This procedure may distinguish between single employer and multi-employer references.
- 10.16.12 The Parties must ensure that every effort is made to achieve an agreement at Stage 3 following a reference from Stage 2. The assistance of the signatory Employer Associations will be available to the Employer(s) and the Trade Union's resources will be available to the Trade Union. The Secretary will provide secretarial and administrative support to Stage 3 meetings.

Stage 4 – The Major Projects Agreement Forum

- 10.16.13 If agreement cannot be reached at Stage 3, the matter will be referred to the Major Projects Agreement Forum. The Forum may establish a Panel to consider the issue. The Forum (or its Panel) will consider the matter within two weeks of the receipt of the reference from Stage 3.
- 10.16.14 The Major Projects Agreement Forum has produced Procedural Rules for the conduct of Panel hearings, which are set out in Appendix 4. The Terms of Reference for each Panel hearing will be agreed by the Secretary with the parties and issued to Panel members at least seven days prior to the Panel hearing.
- 10.16.15 The Parties accept that a decision reached by a Stage 4 Panel will be honoured by both Parties. There is no right of further appeal.

10.17 INDIVIDUAL GRIEVANCES AND DISCIPLINARY ISSUES

- 10.17.1 Where an industry agreement provides a grievance procedure, such employees on a Designated Project will be covered by this procedure. Employees not covered by such an industry procedure will be covered by an appropriate Company procedure.
- 10.17.2 Where an industry agreement provides a disciplinary procedure, such employees on a Designated Project will be covered by this procedure. Employees not covered by such an industry procedure will be covered by an appropriate Company procedure.

10.18 EQUAL OPPORTUNITIES

- 10.18.1 The Parties believe that the objectives of this Agreement are most likely to be achieved by employers who are committed to the principle of equal opportunities for all employees and job applicants.
- 10.18.2 Further details of policies and procedures on Equal Opportunities may be included in Supplementary Project Agreements.

10.19 TRADE UNION MEMBERSHIP

- 10.19.1 All employers in scope of this agreement will make every effort to encourage the highest possible levels of Trade Union membership.
- 10.19.2 All employees will be given the opportunity to complete a Trade Union membership form at induction and there will be a facility for a Trade Union presentation during induction, which will include the benefits of joining and retaining Trade Union membership.
- 10.19.3 A check-off facility will be made available for employees in a signatory section of Unite the Union on Designated Projects.
- 10.19.4 The local Full Time Trade Union Officer will be informed of the manpower levels on a regular basis.

10.20 DESIGNATED REPRESENTATIVES

- 10.20.1 A Designated Representative or Representatives will be appointed on each Designated Project.
- 10.20.2 The Parties will establish an in depth training programme for Designated Representatives. The programme will be developed and administered by the Trade Union and will be fully supported by the employers. A panel of "Potential Designated Representatives" will be established and placed on the training programme and time off with appropriate pay will be granted by the employers.
- 10.20.3 The Trade Union Co-ordinator of this Agreement will submit the CV and background description of the individual(s) representing the Union to the appropriate employer as the Project Designated Representative.
- 10.20.4 Subject to agreement being reached between Unite the Union and the employers the Designated Representative(s) will be placed by the employer appropriately to the project.
- 10.20.5 The Designated Representative, in addition to their responsibilities to their employer, will report to the local Unite the Union Full Time Officer and will:
- Be an employee on the Project working to the terms of the Major Projects M&E Agreement;
 - Have been employed for at least 5 years in the Building Services Engineering Industry;
 - Have substantial experience as an accredited Trade Union representative;
 - Hold an appropriate recognised Industry personnel registration scheme card;
 - Strictly support the application of the procedures on the Project by each Trade Union Representative;
 - Uphold the Procedure for the Resolution of Collective Disputes and endeavour to resolve any collective matter arising.
- 10.20.6 The Designated Representative(s) will be allowed appropriate time away from normal craft duties to carry out the role of the Designated Representative, which shall be in co-operation with Management to:
- Develop a harmonious and safe working environment on the project;
 - Develop on the project, as appropriate and in co-operation with management, an environment of social partnership;
 - Promote the understanding and ethos of the Agreement and compliance with its procedures and the upholding of and adherence to the Agreement by all Parties;
 - Ensure the maximum take-up and compliance with Trade Union membership;
 - Co-ordinate the activities of all Shop Steward activity on the project in consultation with Management;
 - Ensure effective liaison with the local and appropriate Unite the Union Full Time Official(s);
 - Promote industrial relations harmony and the avoidance of recourse to unofficial actions;
 - Work to promote accurate and effective communications between the Parties on all appropriate issues;
 - Develop the Trade Union role with all employees in site inductions.

- 10.20.7 The employers shall provide Designated Representatives and Shop Stewards with the necessary facilities, working environment, communications and protection for them to carry out their union duties and activities within an ethos of "Respect for People".
- 10.20.8 Designated Representatives will have the rights of an accredited Trade Union representative but will remain an employee of their contractor and will continue to work as an employee. Agreed arrangements will be established on site to ensure that the Designated Representative is able to discharge his/her duties in this capacity whilst avoiding undue disruption of his/her duties as an employee.
- 10.20.9 Designated Representatives, whilst employed by a contractor on site, are under the control and authority of the Union in respect of their Trade Union duties and activities and must act in accordance with instructions given. Any Designated Representative not upholding the principles of this Agreement or acting in a manner which fails to uphold effective and reasonable industrial relations will be reported to the Union and, if complaints are proven correct, may have his/her appointment terminated.

10.21 OTHER TRADE UNION REPRESENTATIVES

- 10.21.1 A structure of trade union training will be introduced to give Trade Union representatives (Shop Stewards) new rights and responsibilities. Trade Union representatives will:
- Have been employed for at least two years in the Building Services Engineering Industry;
 - Be a craft employee of a contractor on the Project working to the terms of the Major Projects Agreement and have been employed for at least four weeks by the contractor on the Designated Project;
 - Hold an appropriate recognised Industry personnel registration scheme card;
 - Only represent the employees of his/her employer;
 - Strictly adhere to the procedures on a Designated Project;
 - Maintain an effective flow of communication between the workforce, management and the Designated Representative or in the absence of a Designated Representative, to the local Unite the Union Full Time Officer;
 - Positively enter into the agreed channels of dialogue and productivity aims and targets on the project and assist in facilitating the most positive response possible;
 - Give all necessary co-operation and information to both the Major Projects Agreement Forum and the Designated Representative (where appointed) or in the absence of the Designated Representative, to the local Full Time Officer to ensure project stability and productive performance aims and targets are met.
- 10.21.2 Only Trade Union representatives who have completed the recognised Training Courses to the Union's satisfaction will be credentialed under the agreement. The Union will notify the name of each accredited Trade Union representative to the employer's representative on the project, in writing.
- 10.21.3 If a Trade Union representative is elected and has not completed a course every endeavour will be made to place the representative on the next available course.

10.21.4 The employers will in return:

- Make sure each Designated project has a Trade Union representative (where available) on it;
- Provide all reasonable office facilities and administrative support to the representative in accordance with good practice codes;
- Agree full earnings protection for the project activity of the representative;
- Provide appropriate meeting facilities;
- Ensure effective channels of communication and information between management and the representative and workforce;
- Recognise the importance of the promotion of the partnership concept and promote Joint Supervisor and Trade Union representative training courses.

10.21.5 The APHC, ECA, HVCA, SELECT and Unite the Union Education Department will facilitate the courses.

10.22 FULL TIME OFFICIALS

10.22.1 A Full Time Official of the Union, subject to presenting themselves to a nominated Senior Manager on a project, will be given access to the site and the workforce to both carry out their duties and ensure compliance with the Agreement.

10.22.2 The Official will make an appointment/or arrangement where appropriate, prior to visiting the site.

10.22.3 The local Full Time Official will be provided with all necessary information required regarding the project to ensure compliance with the Major Projects Agreement and the Supplementary Project Agreement and to promote harmonious industrial relations.

10.23 PENSIONS

10.23.1 The Parties support the principle of pension scheme membership for employees on Designated Projects and across the Building Services Engineering Industry as a whole.

10.23.2 Appropriate pension schemes will be supported by the Parties and promoted on Designated Projects.

10.24 INTRODUCTION, DURATION AND REVIEW OF THE AGREEMENT

10.24.1 The Major Projects Agreement came into effect on 6th February 2003.

10.24.2 The Agreement shall not apply to work on contracts for which the employer has tendered before the effective date of this Agreement, except where agreed by the employer and the Parties hereto, and on the instruction of the Client.

10.24.3 The operation of this Agreement will be subject to a joint review by the Parties two years after its coming into effect and at other intervals as may be agreed by the Parties.

10.24.4 If either Party wishes to terminate the Agreement, or any signatory body wishes to withdraw from the Agreement, 12 months' notice must be given.

10.25 SIGNATORY PARTIES

For the Trade Union

Unite the Union

For the Employers' Associations

The Electrical Contractors' Association

The Heating and Ventilating Contractors' Association

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SELECT

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APPENDIX 1

THE OBJECTIVES, CONSTITUTION AND TERMS OF REFERENCE OF THE MAJOR PROJECTS AGREEMENT FORUM

Establishment

The Parties to the Major Projects Agreement (the Agreement) have agreed to establish the Major Projects Agreement Forum (the Forum). The Forum was established on 3rd July 2003.

Objectives

The principal objectives of the Forum are:

- To Designate Projects under the terms of the Agreement;
- To regulate, apply and interpret the provisions of the Agreement;
- To approve Supplementary Project Agreements through which the requirements of the MPA are delivered and acted upon;
- To provide appropriate support to the Parties to Supplementary Project Agreements;
- To provide the final Industry stage of the Collective Disputes Procedure;
- To negotiate changes and amendments to the Agreement;
- To promote the Agreement, particularly to current and future Clients;
- To develop the Agreement to meet the changing needs of the Building Services Engineering Industry on Major Projects.

CONSTITUTION OF THE MAJOR PROJECTS AGREEMENT FORUM

Membership

The Forum comprises representatives of the Parties. The Employer Associations constitute the employers' side of the Forum and the Trade Union constitutes the Trade Union side of the Forum. An independent Chairman will be appointed by agreement of the two sides of the Forum. Each of the signatory Employer Associations is entitled to nominate members and the Trade Union is entitled to nominate members up to the total number of employer side members. An Employer Association which is subject to a treaty arrangement within the Agreement is entitled to send a representative to attend meetings of the Forum in an observer capacity.

Designation of Projects

It is critical that projects are Designated before Mechanical and Electrical contracts are awarded, so that the commercial aspects of Designation may be taken into account by tendering contractors. The Forum will seek to identify potential Designated projects from an early stage to ensure that prospective contractors can anticipate the possibility of the award of Designated status to such projects.

The Forum will monitor the development of such projects and will consider at an appropriate stage a decision on Designation. The Forum will communicate decisions on Designation in time to allow tendering contractors to take account of such decisions when tendering.

Auditing of Projects

The Forum will arrange for appropriate compliance auditing arrangements to be set up on each Designated project. Such auditing may vary in accordance with the needs of the project and any requirements of the Client and will be defined within the Supplementary Project Agreement. Audit reports must be impartial and provide an independent assessment in a format to be agreed by the Parties. Reports will be provided to the Parties to the project-specific arrangements for the control of industrial relations and to the Major Projects Agreement Forum.

Administration

The Trade Union Side and the Employers' Side will each appoint a Co-ordinator. The Co-ordinators will be the primary point of contact for their sides and will act as the spokesmen of the Parties.

The Forum will appoint a Secretary, who will be responsible for discharging the administrative needs of the Forum, including the agreement of meeting dates and venues, the preparation and distribution of the agendas and minutes of meetings and associated activities.

Decisions of the Forum

The Forum will make decisions by agreement between the two sides, using the principle of consensus. The Chairman will encourage the two sides to reach agreement by consensus.

Meetings of the Forum

The Forum will meet at least four times each year. Special meetings may be called at the Chairman's discretion by request of either or both sides. Since the Forum will make decisions by agreement of the Parties, there is no requirement for a quorum but the Chairman is obliged to ensure that each side is adequately represented.

APPENDIX 2

NATIONAL MAJOR PROJECT PERFORMANCE PAYMENT (Section 9.8)

Grade	Payment
Skilled Craftsman and higher grades ¹	£2.20
Electrical Improver ²	£1.98
Senior Graded Electrical Trainee ²	£1.98
Labourer ²	£1.76
Adult Trainee ^{2,3}	£1.76
Mate (over 18) ³	£1.76
Senior Modern Apprentice ³	£1.76
Stage 4 Apprentice ^{2,4}	£1.76
Stage 3 Apprentice ^{2,4}	£1.65
Mate (17-18) ³	£1.32
Stage 2 Apprentice ^{2,4}	£1.21
Intermediate Modern Apprentice ³	£1.21
Stage 1 Apprentice ^{2,4}	£0.88
Mate (under 17) ³	£0.88
Junior Modern Apprentice ³	£0.88

The National Payment applies to Designated Projects outside the M25 orbital motorway (Section 9.7).

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1. Includes JIB/SJIB Technicians, Approved Electricians and Electricians, HVCA Foremen, Senior Craftsmen, Craftsmen and Installers and JIB-PMES Craftsmen and Installers.
 2. JIB/SJIB grades.
 3. HVCA grades.
 4. Applies to JIB – PMES apprentices.

APPENDIX 3

MAJOR PROJECT PERFORMANCE PAYMENT WITHIN M25 MOTORWAY 2005 – 2007 (Section 9.8)

Grade	From 31-1-05	From 1-2-06	From 1-2-07
Skilled Craftsman and higher grades ¹	£3.25	£3.40	£3.57
Electrical Improver ²	£2.93	£3.06	£3.21
Senior Graded Electrical Trainee ²	£2.93	£3.06	£3.21
Labourer ²	£2.60	£2.72	£2.86
Adult Trainee ^{2,3}	£2.60	£2.72	£2.86
Mate (over 18) ³	£2.60	£2.72	£2.86
Senior Modern Apprentice ³	£2.60	£2.72	£2.86
Stage 4 Apprentice ^{2,4}	£2.60	£2.72	£2.86
Stage 3 Apprentice ^{2,4}	£2.44	£2.55	£2.68
Mate (17-18) ³	£1.95	£2.04	£2.14
Stage 2 Apprentice ^{2,4}	£1.79	£1.87	£1.96
Intermediate Modern Apprentice ³	£1.79	£1.87	£1.96
Stage 1 Apprentice ^{2,4}	£1.30	£1.36	£1.43
Mate (under 17) ³	£1.30	£1.36	£1.43
Junior Modern Apprentice ³	£1.30	£1.36	£1.43

1. Includes JIB/SJIB Technicians, Approved Electricians and Electricians, HVCA Foremen, Senior Craftsmen, Craftsmen and Installers and JIB-PMES Craftsmen and Installers.

2. JIB/SJIB grades.

3. HVCA grades.

4. Applies to JIB – PMES apprentices.

APPENDIX 4

THE ASSOCIATION OF PLUMBING AND HEATING CONTRACTORS

The Association of Plumbing and Heating Contractors (APHC) became a signatory Party to the Major Projects Agreement (MPA) on 9th June 2003.

APHC members will apply the terms of the MPA on Designated Projects, subject to the following conditions:

Pensions – Clause 23.2

Appropriate pension schemes will be supported by the Parties and promoted on Designated Projects. It is recognised that participation in the Plumbing & Mechanical Services (UK) Ltd. Industry Pension Scheme is a requirement of the National Working Rules for the Plumbing Industry and that the Scheme will be operated by members of the JIB for Plumbing Mechanical Engineering Services (JIB for PMES) on Designated Projects.

Holiday Pay and Sick Pay

It is recognised that members of the JIB for PMES will operate the Plumbing Industry Holiday Pay and Sick Pay Scheme on Designated Projects.

As a signatory Party, APHC will take up membership of the Major Projects Agreement Forum.

Signed on behalf of the Association of Plumbing and Heating Contractors

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Signed on behalf of the JIB for Plumbing Mechanical Engineering Services in England and Wales

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Signed on behalf of Unite the Union

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APPENDIX 5

MEMBERSHIP AND TERMS OF REFERENCE FOR STAGE 4 PANEL HEARINGS

Preamble

The Parties are committed to ensuring that any issues are resolved quickly and effectively, without the need to invoke the formal Disputes Procedure.

Where an issue cannot be resolved informally and is referred to the Disputes Procedure, the Parties are committed to ensuring that the issue is resolved at the earliest possible stage of the Procedure.

Distinguishing between Grievances and Collective Disputes

The Major Projects Agreement (MPA) distinguishes between collective disputes and individual grievances. Section 10.16 of the Agreement sets out the procedure to be used where a collective dispute arises and Section 10.17 sets out the procedure to be used in the event of an individual grievance.

It is essential to the effective working of these procedures to define issues accurately so that they are handled within the appropriate procedure.

Where an issue affects an individual personally, it is normally a grievance and should be handled within the terms set out in Section 10.17 – Individual Grievances and Disciplinary Issues.

Where an issue affects a group of employees, it is normally a collective dispute and should be handled within the terms set out in Section 10.16 – The Resolution of Collective Disputes.

In the case of issues affecting a group of employees it is recognised that such issues may affect a single employer or a number of employers.

If the Parties are unable to agree whether to use the Grievance Procedure or the Disputes Procedure, or wish to seek guidance on the operation of the procedures, the Secretary to the MPA Forum will provide guidance. The Secretary will consult the Joint Co-ordinators as necessary.

THE PROCEDURE FOR STAGE 4 PANEL HEARINGS

The Joint Co-ordinators may use their good offices to seek to resolve an issue without the need to arrange a formal hearing.

Arrangement of Panel Hearings

The Secretary to the Forum will be responsible for arranging Panel hearings, including the identification of available members, arrangement of a suitable meeting location etc.

Membership of Panels

The Trade Union and Employers' Co-ordinators are responsible for providing nominations for Panel membership to the Secretary to the Forum, who will maintain an up-to-date list of such members.

Timing of Panel Hearings

Panel hearings must take place within two weeks of the receipt of a reference following a Stage 3 meeting, as set out in the MPA. The Secretary to the Forum will be responsible for compliance with this requirement, with the assistance and co-operation of the Parties. The reference from Stage 3 will include a full set of minutes.

Venue for Panel Hearings

Panel hearings will take place at a suitable off-site location.

Membership of Panel Hearings

Panel hearings will comprise at least two members from each side of the list of Trade Union Representatives and Employer Representatives. The number of Trade Union and Employer Representatives must be equal. The Secretary to the MPA Forum will provide secretarial and administrative support to hearings.

Representation at Hearings

The number of representatives attending a hearing should be kept to the minimum necessary to adequately present their case and must be advised in advance to the Secretary.

The appropriate Full Time Officer will be responsible for presenting the Trade Union case. An appropriate Senior Management representative will be responsible for presenting the employer's case.

Minutes and other supporting evidence from Stage 3 Meeting

The Parties must agree and provide the Secretary with a full set of minutes following a failure to agree at a Stage 3 meeting, together with any other supporting evidence.

Terms of Reference for Stage 4 Panel Hearings

The Secretary will agree the Terms of Reference for Panel Hearings with the Parties. The Secretary will issue the Terms of Reference to the Stage 4 Panel members at least seven days prior to the Panel hearing.

Submission of Documents

The Parties must ensure that all documentation is received by the Secretary not less than seven days prior to the hearing. Any documents received after this deadline will not be considered by the Panel unless the Panel members agree that there are acceptable reasons for the late submission.

Chairing of Hearings

The Panel members will elect a Chairman prior to the start of the hearing.

The Chairman will have a vote, but not a casting vote.

Procedure

The Chairman will be responsible for conducting the hearing. The Chairman will outline the procedure to the Parties prior to the start of the hearing.

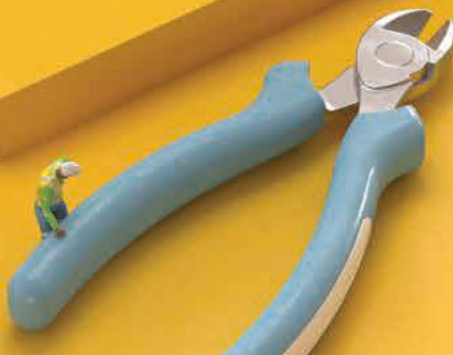
During each hearing, the following procedure should be adopted:

- Confirmation of the Terms of Reference for the hearing;
- Presentation by the Party making the reference;
- Questions of clarification by Panel members and by the other Party;
- Presentation by the other Party;
- Questions of clarification by Panel members and by the Party making the reference;
- Questions and comments by both Parties and Panel members;
- The Party making the reference will have the opportunity to present a summary. No new evidence may be provided at this point;
- The other Party will have the opportunity to present a summary. No new evidence may be provided at this point;
- The Parties will then withdraw to allow the Panel to consider its decision.

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Decisions of the Panel

The Chairman will encourage the Panel members to achieve a decision using the principle of consensus. If the Chairman concludes that a consensus decision cannot be reached, the Chairman must seek a decision by majority vote. The decision of the Panel is the final stage of the Disputes Procedure.

The Panel will normally seek to reach its decision on the day of the hearing and will announce its decision to the Parties. The reasons for the Panel's decision will be provided in writing after the hearing.

Promulgation of Panel Decisions

The Chairman will be responsible, with the assistance of the Secretary to the MPA Forum, for the preparation of a written statement setting out the decision of the Panel. The Secretary will be responsible for the promulgation of the decision to the Parties and for ensuring that the Joint Co-ordinators and Forum members as a whole are aware of Panel decisions.

The written statement will address the following matters:

- The decision of the Panel in relation to the Terms of Reference;
- The reason(s) for the decision of the Panel.

11. JIB MAJOR CONTRACTORS' COMMITTEE CONSTITUTION & TERMS OF REFERENCE

11.1 Principal Objective of the JIB Major Contractors' Committee (MCC)

11.1.1 As a result of client demand and increasing competition, there is a need for multi-service contractors to introduce more effective methods of working and ways in which to improve productivity. In response to these challenges the ECA, representatives of multi-service contractors and Unite the Union have established a JIB Major Contractors' Committee, hereinafter referred to as the MCC.

11.1.2 The main objective of the MCC is to provide a dedicated forum for multi-service contractors within the JIB to discuss and recommend solutions of mutual concern with Unite the Union. These can cover all issues within the Industry but will pay particular regards to improving employment practices and skill levels across the entire workforce. At the same time the parties will seek to support profitable growth within the sector and respond constructively to external challenges such as the prevailing business climate, the impact of technological change and labour shortages.

Each year the MCC will set out a work programme.

11.2 Links to Industry Stakeholders and Working Rule Agreements

11.2.1 A long-term aspiration of the MCC is to achieve greater cohesion through encouraging more joint working and improved harmonisation of terms and conditions. To help achieve this the MCC may be expanded to include representatives of APHC, B&ES, SELECT and SNIPEF in order to ensure that the sector interacts with the established industrial relations infrastructures and has the support and input of the wider industry.

11.2.2 The MCC will become the principal forum for the ongoing development of the terms and conditions of employment for multi-service contractors – still paying due regard to, and without compromising, the five existing collective agreements.

11.2.3 Any specific MCC agreements and any subsequent changes in so far as these relate to JIB matters will be promulgated in the normal manner through the JIB National Board.

11.3 Constitution

11.3.1 Membership of the MCC will consist of:

- 6 employer representatives appointed by the ECA, of which 4 will be representatives of the major contractors
- 6 representatives appointed by Unite the Union
- JIB Chief Executive (ex-officio)

The parties may appoint other observers by agreement.

In addition, there will be a Secretariat provided by the JIB.

The MCC will be chaired either on an alternating basis by an individual from the employer and Unite representatives or by an agreed appointment made by the parties.

11.3.2 A minimum of 3 employer and 3 Unite representatives will be required to ensure a quorum.

11.3.3 Participants of the MCC must have the appropriate industrial knowledge and experience to contribute effectively and appropriately to the process.

11.3.4 The MCC will determine the most appropriate way in which to develop a particular item for discussion. There may be occasions when Task and Finish groups are needed to progress specific issues.

11.4 Chair and Secretary

11.4.1 The Chair shall be appointed by the MCC who will preside over all meetings and associated work connected with its objectives. The Chair must be capable of fulfilling the key role of enabling the MCC and any Task and Finish Groups set under its aegis to reach agreed outcomes and ensure the work being undertaken remains time focused and is completed.

11.4.2 The parties to the MCC shall agree the appointment of a Secretary from the JIB. The Secretary will provide secretarial support to the Chair and will carry out all administrative duties for the operation of the MCC. The Secretary shall be responsible for collating all items in the manner agreed by the MCC.

11.5 Number and Record of Meetings

11.5.1 There will be minimum of two meetings of the MCC each year.

11.5.2 At each meeting of the MCC the Secretary shall record the relevant points and action items as agreed by the MCC. A record of each meeting containing those relevant points and action items will be circulated to members normally within ten working days of a meeting taking place.

11.6 Task and Finish Groups

11.6.1 It is envisaged that Task and Finish Groups may need to be formed from time to time to undertake specific tasks as directed by the MCC and report back within a prescribed timeframe.

11.6.2 The parties to the MCC shall be responsible for the formation of any Task and Finish Groups.

11.6.3 The MCC shall produce specific Terms of Reference for each Task and Finish Group and indicate a timescale for completion of the task.

11.6.4 The MCC shall agree two Lead Representatives (one nominated by the employers and one nominated by the Union). These may elect a Chair who shall report the findings and recommendations to the MCC. If these opt not to have a Chair, it shall be the responsibility of the two Lead Representatives to report their findings to the MCC.

11.6.5 The parties shall ensure that the Secretary is notified of their respective members prior to any meeting taking place.

11.6.6 The Secretary will ensure that secretarial support is provided by the JIB.

11.6.7 The MCC with the support of the Secretary will have responsibility for producing the appropriate written text confirming the agreement on any issue.

11.7 Consultation, Sign-Off and Future Role of the MCC

11.7.1 The parties will consult their separate constituencies recommending endorsement of all substantive items recommended by the MCC.

11.7.2 In normal circumstances any items agreed by the MCC shall be referred initially to one of the JIB Committees eg Employee Relations Committee. Upon recommendation from the appropriate JIB Committee it shall be referred to the JIB National Board for approval and

promulgation. Due regard will be given to the intention to avoid compromising the existing five collective agreements.

- 11.7.3 The MCC shall continue to meet under the agreed Terms of Reference aimed at addressing the current and ongoing needs of multi-service contractors.

11.8 Confidentiality and Joint Communications

- 11.8.1 The proceedings of the MCC and any of its Task and Finish Groups shall be conducted privately and in confidence between all those involved in the process.

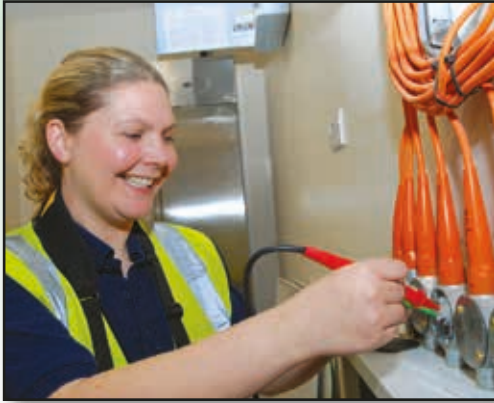
- 11.8.2 The publication or circulation of any information arising from the proceedings of the MCC shall be jointly agreed by the MCC prior to its publication or circulation.

11.9 Decisions and Voting

- 11.9.1 Decisions of the MCC shall be by consensus.

**The union in the JIB and Building Services Engineering
Representing the interests of all Electrical and Mechanical
contracting and Engineering Construction workers**

The Union for all skilled, professional & technical workers



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