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

**COMPRISING:** 

**108** 

**Building & Engineering Services Association** 

Unite - the Union

ESCA HOUSE, 34 PALACE COURT, BAYSWATER, LONDON W2 4JG

TEL: 020 7313 4900

21 December, 2012

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

Dear Sir/Madam

- (a) Wage Agreement for 2013-2014 effective from 28 January 2013;
- (b) Introduction of a new Responsibility Allowance for the inspection, testing and purging of industrial and commercial scale gas systems; and
- (c) Introduction of an entitlement to a weekend return fare for Operatives who lodge, when travelling home on the middle weekend of the fortnightly cycle of the National Agreement
- 1 Introduction and Summary
- 1.1 The purpose of this JCC Letter is to advise you of the terms of the Wage Agreement for Operatives in the Heating and Ventilating Contracting Industry between the Building & Engineering Services Association ("the Association") and Unite ("the Union").
- 1.2 This Wage Agreement:
  - (a) increases the hourly rates and allowances, Daily Travelling Allowance, Premium Rates 1 and 2 for overtime working, Sickness and Injury Benefit, and the various lump sum and index benefits payable under the terms of the H&V Operative National Agreement ("the National Agreement");
  - (b) further enhances the entitlement for Operatives to participate in an Employers' Contributory Pension Scheme introduced into the terms of the National Agreement under the wage settlement for 2009/10-2010/11 by increasing the level of the contractual Pension Contribution payable by Employers on behalf of their Operatives;
  - (c) introduces a number of substantive changes to the terms of the National Agreement; and
  - (d) introduces the changes mentioned at paragraphs 1.2(a)-(c) above from a range of different dates.
- 2 Wage Agreement
- 2.1 The main changes introduced by this Wage Agreement are as follows:

#### As from Monday 28 January 2013

- (a) an increase in the level of the contractual Pension Contribution paid by Employers on behalf of members of their Operative workforce from its current level of 1 per cent of basic pay above the Primary Earnings Threshold (PET) for 2010/11 to 2 per cent of basic pay above the PET;
- (b) an increase in the nightly rate of Lodging Allowance from its current level of £34.28 to £35.00;

- (c) an increase of 10 per cent in the level of Weekly Sickness and Accident Benefit, including Death and Index Benefits, payable under the National Agreement;
- (d) a corresponding increase in the level of the Welplan Welfare Contribution, reflecting the increase at (c) above;
- (e) introduction of a new Responsibility Allowance for Operatives duly trained and certificated to carry out visual inspection, testing and purging of industrial and commercial scale natural gas systems in accordance with the relevant Institute of Gas Engineers and Managers standard procedure specification valued at 51p per hour; and
- (f) introduction of an entitlement to a weekend return fare for Operatives who lodge, when travelling home (other than in employer-provided transport) at the middle weekend of the two-week cycle normally envisaged under the National Agreement, on the grounds that no weekend work is available.

#### As from Monday 1 April 2013:

- (g) an increase of 1.5 per cent in all hourly wage rates;
- (h) a corresponding increase in Responsibility Allowances;
- (i) a corresponding increase in Premium Rates 1 and 2 (used as the premium payment in calculating overtime rates);
- (j) a corresponding increase in Daily Travelling Allowance;
- (k) a corresponding increase in Weekly Sickness and Accident Benefit, including Death and Index Benefits; and
- (1) a corresponding increase in the level of the Welplan Welfare Contribution and in the level of the contractual Pension Contribution paid by Employers on behalf of members of their Operative workforce, reflecting the increases at (g) and (k) above;

#### As from Monday 7 October 2013

- (m) a further increase in the nightly rate of Lodging Allowance (to be promulgated separately, following agreement with HMRC);
- (n) a further increase in the level of the contractual Pension Contribution paid by Employers on behalf of members of their Operative workforce from 2 per cent of basic pay above the 2010/11 PET to 3 per cent of all basic pay, thereby removing the PET offset. (If an Employer's notified "staging date" under the Government's "autoenrolment" pensions policy pre-dates 7 October 2013, this increase in the Pension Contribution is payable from the "staging date". In all other cases, however, this increase in the contractual Pension Contribution is payable from 7 October 2013.)

#### As from Monday 6 October 2014

- (o) a further increase in the level of the contractual Pension Contribution paid by Employers on behalf of members of their Operative workforce from 3 per cent of all basic pay to 4 per cent.
- 2.2 The detailed increases in rates and allowances are in the Table at **Appendix 1**.
- 2.3 The detailed increases in Premium Rate 1 and Premium Rate 2 are in the Tables at Appendix 2.
- 2.4 This Wage Agreement is on the understanding that there will be no further increase before Monday 7 *April 2014* in: hourly rates and allowances; Premium Rates 1 and 2; Daily Travelling Allowance; Weekly Sickness and Accident Benefit; or the Combined Weekly Holiday Credit and Welfare Contribution; or before Monday 6 *October 2014* in the level of the contractual Pension Contribution.
- 2.5 The Association and the Union have agreed that negotiations between the Parties shall commence no later than the autumn of 2013 with regard to achieving a wage settlement for the period beginning 7 *April 2014*, commitment already having been agreed to increase the contractual Pension Contribution paid by Employers from 6 *October 2014* on the basis set out in paragraph 2.1(o) above.
- 3 Introduction of a new Responsibility Allowance for the Inspection, Testing and Purging of Industrial and Commercial Scale Gas Systems
- 3.1 The Association and the Union have agreed to extend the scope of the system of Responsibility Allowances under Clause 8 of the National Agreement, to enable payment of a Responsibility Allowance to be made to graded Senior Craftsmen and Craftsmen who are appropriately trained and certificated to undertake the visual inspection, testing and purging of industrial and commercial scale natural gas systems in accordance with the relevant Institute of Gas Engineers and Managers standard procedure specification and whose Employer requires them to undertake such work.

- 3.2 The Responsibility Allowance for this is set at 51p per hour. For the avoidance of doubt, the Association and the Union have agreed that this Responsibility Allowance is to be regarded as a standing payment, in respect of the fact that Operatives concerned in these operations hold the skill to undertake these responsibilities for the duration of the validity of their certificates. It is not to be regarded as an *ad hoc* payment payable only during those times when these operations are being carried out.
- 3.3 The agreed changes to Clause 8 of the National Agreement, effective from *Monday 28 January 2013*, are at Appendix 3.
- 4 Introduction of an Entitlement to a Weekend Return Fare for Operatives who Lodge, when travelling home at the middle weekend of the fortnightly cycle of the National Agreement
- 4.1 The Association and the Union have also agreed to introduce an entitlement to a weekend return fare for those Operatives who lodge, when travelling home at the middle weekend of the fortnightly cycle of the lodging away arrangements envisaged under Clause 16 of the National Agreement.
- 4.2 The agreed changes to Clause 16 of the National Agreement, effective from *Monday 28 January 2013*, are at Appendix 4.

#### 5 Commitment to Further Joint Discussion on Other Matters

- 5.1 The Association and the Union have agreed to further joint discussion concerning:
  - (a) the availability of productive time within the terms of the National Agreement, relating to the Union's claim for a shorter working week and longer holidays and the Employers' concerns about maximising productive time and flexible working patterns;
  - (b) the structure of the sick pay provisions and the welfare benefits package under the National Agreement; and
  - (c) a number of longer-term issues regarding pensions and, in particular, the balance between employer and employee contributions.

#### **6** Wage Packet Leaflets

6.1 A leaflet giving details of this Agreement for inclusion in Operatives' wage packets will be available shortly free of charge from:

B&ES Publications Old Mansion House Eamont Bridge Penrith Cumbria CA10 2BX

Tel: 01768 860405 Fax: 01768 860401

E-mail: b-espublications@welplan.co.uk

Signed on behalf of and as authorised by BUILDING & ENGINEERING SERVICES ASSOCIATION B JUDD, Chief Executive

Signed on behalf of and as authorised by UNITE – THE UNION B McAULAY, National Officer for Construction

[This page is deliberately blank]

## WAGE RATES, ALLOWANCES AND OTHER PROVISIONS

RATES AND ALLOWANCES	(JCC Le	<b>4 Octo</b> tter 10 d 22 Ju	0 (Revi	ised)	From 28 January 2013	Fr	om 1 201		
HOURLY WAGE RATES			,	- /					
Foreman		15.0	0		15.00		15.2	.3	
Senior Craftsman (+ Supervisory Responsibility and 2 Units of Responsibility Allowance)		N/A			14.44		14.6	7	
Senior Craftsman (+ Supervisory Responsibility and 1 Unit of Responsibility Allowance)		13.9	3		13.93		14.15		
Senior Craftsman (+ Supervisory Responsibility) Senior Craftsman (+ 2 units of Responsibility Allowance)		13.4 N/A			13.42 <b>13.42</b>		13.63 13.63		
Senior Craftsman (+ 1 unit of Responsibility Allowance)		12.9			12.91		13.1		
Senior Craftsman		12.4	0		12.40		12.5	9	
Craftsman (+ 3 units of Responsibility Allowance)		N/A			12.91		13.1		
Craftsman (+ 2 units of Responsibility Allowance) Craftsman (+ 1 unit of Responsibility Allowance)		12.4 11.8			12.40 11.89		12.5 12.0		
Craftsman (+ 1 unit of Responsibility Allowance)		11.3			11.38		11.5		
Installer		10.3	1		10.31		10.4	6	
Adult Trainee		8.69	)		8.69		8.8	2	
Mate (18 and over)		8.69	)		8.69		8.8	2	
Mate (aged 16 and 17)		4.03	3		4.03		4.0	9	
Modern Apprentices Senior		10.3	1		10.31		10.4	6	
Intermediate		8.00			8.00		8.1		
Junior	Probation	5.6 <sup>2</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	5.64	Probation	5.72 1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>
Junior Ductwork Trainees	£ 5.11	£ 6.36	7.92	£ 8.99	No change	£ 5.19	£ 6.46	£ 8.04	9.12
RESPONSIBILITY ALLOWANCES (paid to SENIOR CRAFTSMAN) – payment per hour – see Note 1									<u> </u>
(Each skill/responsibility attracts one unit of responsibility allowance at the value shown)									
Second welding skill		51p			51p		52p		
<ul> <li>Gas responsibility – see Note 2</li> <li>Supervisory responsibility</li> </ul>		N/A £1.0			<b>51p</b> £1.02		52p £1.0		
RESPONSIBILITY ALLOWANCES (paid to CRAFTSMAN) payment per hour - see Note 1									
(Each skill /responsibility attracts one unit of responsibility allowance at the value shown)									
Second welding skill		51p			51p		52p		
<ul><li>Gas responsibility – see Note 2</li><li>Supervisory responsibility</li></ul>		N/A 51p			<b>51p</b> 51p		52p 52p		
DAILY ABNORMAL CONDITIONS MONEY - £ per day		£3.0	5		£3.05		£3.1	0	
LODGING ALLOWANCE – £ per night		£34.2 <b>5 Decen</b> Letter 10 Decembe	iber 20 06, date	d	£35.00	1	No Cha	nge	
MILEAGE ALLOWANCE - pence per mile - see Note 3		20p			No Change	ı	No Cha	nge	

## **EMPLOYERS' PENSION CONTRIBUTION** - see Note 4

From 4 October 2010 (JCC Letter 100 (Revised) dated 22 July 2010)	From 28 January 2013	From 7 October 2013 - see Note 5	From 6 October 2014
1% of basic pay above the 2010/11 Primary Earnings Threshold	<b>2%</b> of basic pay above the 2010/11 Primary Earnings Threshold	3% of all basic pay	4% of all basic pay

Notes: On next page

#### WAGE RATES, ALLOWANCES AND OTHER PROVISIONS/Continued

DAILY TRAVELLING ALLOWANCE - SCALE 1 - Payable in accordance with Clause 15 b i of the National Agreement

#### C = Craftsmen, including Installers

M&A = Mates, Apprentices and Adult Trainees

	From 4 October 2010 (JCC Letter 100 (Revised) dated 22 July 2010)				From 1 Apr	ril 2013	
Direct distan job in miles	ce from centre to	£	£	Direct distance from centre to job in miles		£	£
Over	Not exceeding	С	M&A	Over	Over Not exceeding		M&A
0	15	6.82	6.82	0	15	6.92	6.92
15	20	9.31	8.96	15	20	9.45	9.09
20	30	13.23	12.36	20	30	13.43	12.55
30	40	16.04	14.80	30	40	16.28	15.02
40	50	18.96	17.22	40	50	19.24	17.48

DAILY TRAVELLING ALLOWANCE - SCALE 2 - Payable in accordance with Clause 15 b ii of the National Agreement

#### C = Craftsmen, including Installers

M&A = Mates, Apprentices and Adult Trainees

From 4 October 2010 (JCC Letter 100 (Revised) dated 22 July 2010)					From 1 Ap	ril 2013	
Direct distan	ice from centre to	£	£	Direct distance from centre to job in miles		£	£
Over	Not exceeding	С	M&A	Over	Not exceeding	С	M&A
15	20	2.49	2.14	15	20	2.53	2.17
20	30	6.41	5.55	20	30	6.51	5.63
30	40	9.22	7.98	30 40		9.36	8.10
40	50	12.15	10.39	40	50	12.33	10.55

#### Notes:

- (1) In the table on the previous page, the various combinations of units of Responsibility Allowance as envisaged under the National Agreement have already been added to the hourly wage rate for the grade of Operative concerned.
- (2) The Association and the Union have agreed the introduction of a new Responsibility Allowance for Senior Craftsmen and Craftsmen duly trained and certificated to carry out visual inspection, testing and purging of industrial and commercial scale gas systems in accordance with the relevant Institute of Gas Engineers and Managers standard procedure specification. See Appendix 3 to this JCC Letter for further details.
- (3) Payable in accordance with paragraph 8 of Appendix D to the National Agreement.
- (4) All Operatives have a contractual entitlement to participate in an employers' contributory pension scheme with employers' contributions at the level shown in the Table on the previous page. See Clause 22 of the National Agreement.
- (5) Or, from the Employer's 'staging date' under the Government's 'auto-enrolment' pensions policy, if this is earlier than 7 October 2013.

#### **WEEKLY SICKNESS AND ACCIDENT BENEFIT**

Payable in accordance with the Rules of WELPLAN and the Holiday Scheme Supplement to the National Agreement – see Note 6

National Agreement Grade and Allowance(s)	Welplan Ref.	(JCC Le (Revised) d	tober 2010 tter 100 ated 22 July 10)		January 13	From 1 April 2013	
	Kei.	Weeks 1-28 £	Weeks 29-52 £	Weeks 1-28 £	Weeks 29-52 £	Weeks 1-28 £	Weeks 29-52 £
		_	_	_	_	_	_
Foreman	a	203.91	101.99	224.28	112.21	227.64	113.89
Senior Craftsman (+ Supervisory Responsibility and 2 Units of Responsibility Allowance)	TBC	N/A	N/A	224.28	112.21	227.64	113.89
Senior Craftsman (+ Supervisory Responsibility and 1 Unit of Responsibility Allowance)	b	203.91	101.99	224.28	112.21	227.64	113.89
Senior Craftsman (+ Supervisory Responsibility)	С	169.26	84.63	186.20	93.10	189.00	94.50
Senior Craftsman (+ 2 units of Responsibility Allowance)	С	N/A	N/A	186.20	93.10	189.00	94.50
Senior Craftsman (+ 1 unit of Responsibility Allowance)	d	169.26	84.63	186.20	93.10	189.00	94.50
Senior Craftsman	е	169.26	84.63	186.20	93.10	189.00	94.50
Craftsman (+ 3 units of Responsibility Allowance)	d	N/A	N/A	186.20	93.10	189.00	94.50
Craftsman (+ 2 units of Responsibility Allowance)	e	169.26	84.63	186.20	93.10	189.00	94.50
Craftsman (+ 1 unit of Responsibility Allowance)	f	154.56	77.28	170.03	84.98	172.55	86.24
Craftsman	g	139.86	69.93	153.86	76.93	156.17	78.05
Installer	h	111.72	55.86	122.92	61.46	124.74	62.37
Adult Trainee	i	81.55	40.81	89.74	44.87	91.07	45.57
Mate (18 and over)	i	81.55	40.81	89.74	44.87	91.07	45.57
Mate (aged 16 and 17)	m	5.74	2.87	6.30	3.15	6.37	3.22
·							
Senior Modern Apprentice	h	111.72	55.86	122.92	61.46	124.74	62.37
Intermediate Modern Apprentice	j	81.55	40.81	89.74	44.87	91.07	45.57
Junior Modern Apprentice	k	30.73	15.40	33.81	16.94	34.30	17.22

#### **OTHER WELFARE BENEFITS**

Notes:

Payable in accordance with the Rules of WELPLAN and the Holiday Scheme Supplement to the National Agreement – see Note 6

	From 4 October 2010 (JCC Letter 100 (Revised) dated 22 July 2010)	From 28 January 2013	From 1 April 2013
DEATH BENEFIT FOR DEPENDANTS	£38,200	£42,020	£42,650
ACCIDENTAL DISMEMBERMENT	£19,500	£21,450	£21,780
PERMANENT TOTAL DISABILITY BENEFIT	Up to and including age 54: £19,500 Ages 55-59 inclusive: £13,100 Ages 60-64 inclusive: £ 6,800	<b>£21,450</b> (JCC Letter 107 dated 23 April 2012)	£21,780
INDEX BENEFITS Loss of four fingers or thumb Loss of index finger Loss of any other finger Loss of big toe Loss of any other toe	£4,100 £2,700 £ 600 £1,300 £ 330	£4,510 £2,970 £ 660 £1,430 £ 365	£4,580 £3,020 £ 670 £1,450 £ 370

(6) Payment of sick pay, accidental dismemberment benefits, death benefit and permanent total disability benefit is discretionary and the amounts stated are maxima.

## WEEKLY HOLIDAY CREDIT VALUES, WELFARE CONTRIBUTIONS AND EMPLOYERS' PENSION CONTRIBUTIONS

			From 4 Octo	ber 2010		From 28 Janu	uary 2013	From 1 April 2013		
		(JCC Lett	er 100 (Revised	) dated 22 July 2010)						
		Weekly	Combined	Combined Weekly	Weekly	Combined	Combined Weekly	Weekly	Combined	Combined Weekly
		Holiday	Weekly	Holiday Credit and	Holiday	Weekly	Holiday Credit and	Holiday	Weekly	Holiday Credit and
	Welplan	Credit	Holiday	Welfare Contribution	Credit	Holiday	Welfare Contribution	Credit	Holiday	Welfare Contribution
National Agreement Grade and Allowance(s)	Ref.	0.00.0	Credit and	plus Employers'	o. cu.c	Credit and	plus Employers'	0.00.0	Credit and	plus Employers'
			Welfare	Pension Contribution		Welfare	Pension Contribution		Welfare	Pension Contribution
			Contribution	Tension contribution		Contribution	Tension contribution		Contribution	Tension contribution
		- see	Contribution		- see	Continuation		- see	Continuation	
		Note 7	- see Note 8	- see Note 9	Note 7	- see Note 8	- see Note 9	Note 7	- see Note 8	- see Note 9
		£	- see Note o	- See Note 9	£	- see Note o	- See Note 9	£	- see Note o	- See Note 9
Foreman	а	73.77	81.10	85.70	73.77	81.83	91.03	73.77	81.95	91.33
Toreman		73.77	01.10	05.70	73.77	01.05	31.03	75.77	01.55	31.55
Senior Craftsman (+ Supervisory Responsibility										
and 2 Units of Responsibility Allowance)	TBC	N/A	N/A	N/A	71.00	79.06	87.84	71.00	79.18	88.14
Senior Craftsman (+ Supervisory Responsibility										
and 1 Unit of Responsibility Allowance)	b	68.50	75.83	80.03	68.50	76.56	84.95	68.50	76.68	85.24
Senior Craftsman (+ Supervisory Responsibility)	С	65.98	73.31	77.31	65.98	74.04	82.04	65.98	74.16	82.32
Senior Craftsman (+ 2 units of Responsibility										00.00
Allowance)	С	N/A	N/A	N/A	65.98	74.04	82.04	65.98	74.16	82.32
Senior Craftsman (+ 1 unit of Responsibility		62.46	70.70	74.60	62.46	74.50	70.14	62.46	74.64	70.44
Allowance) ,	d	63.46	70.79	74.60	63.46	71.52	79.14	63.46	71.64	79.41
Senior Craftsman	е	60.95	68.28	71.90	60.95	69.01	76.24	60.95	69.13	76.50
Craftsman (+ 3 units of Responsibility Allowance)	d	N/A	N/A	N/A	63.46	71.52	79.14	63.46	71.64	79.41
Craftsman (+ 2 units of Responsibility Allowance)	е	60.95	68.28	71.90	60.95	69.01	76.24	60.95	69.13	76.50
Craftsman (+ 1 unit of Responsibility Allowance)	f	58.48	65.81	69.23	58.48	66.54	73.38	58.48	66.66	73.64
Craftsman	g	55.96	63.29	66.52	55.96	64.02	70.47	55.96	64.14	70.72
Installer	h	50.68	58.01	60.83	50.68	58.74	64.38	50.68	58.86	64.61
Adult Trainee	i	42.71	50.04	52.25	42.71	50.77	55.18	42.71	50.89	55.40
Mate (18 and over)	i	42.71	50.04	52.25	42.71	50.77	55.18	42.71	50.89	55.40
Mate (aged 16 and 17)	m	19.81	27.14	27.58	19.81	27.87	28.74	19.81	27.99	28.90
Senior Modern Apprentice	h	50.68	58.01	60.83	50.68	58.74	64.38	50.68	58.86	64.61
Intermediate Modern Apprentice	j	39.38	46.71	48.65	39.38	47.44	51.32	39.38	47.56	51.54
Junior Modern Apprentice	k	27.74	35.07	36.12	27.74	35.80	37.89	27.74	35.92	38.07

/continued on next page

- Notes: (7) The Weekly Holiday Credit values shown here apply only in those cases where the Employer has opted to continue accumulating holiday pay through the centrally operated industry fund, Welplan. Employers are reminded that the concession previously allowed by HMRC which permitted payment of holiday pay from centrally administered funds such as Welplan to be made without deduction of National Insurance Contributions was withdrawn as from the end of October 2012.
  - (8) Payment by the Employer of the Weekly Welfare Contribution is necessary to ensure compliance through Welplan with the Weekly Sickness and Accident Benefit and Other Welfare Benefits of the National Agreement enumerated on the previous page of this JCC Letter.
  - (9) Payment by the Employer of the Weekly Employer's Pension Contribution will ensure compliance through Welplan Pensions with the requirements of the National Agreement in respect of the Employer's Pension Contribution set out on page 5 of this JCC Letter.

# WEEKLY HOLIDAY CREDIT VALUES, WELFARE CONTRIBUTIONS AND EMPLOYERS' PENSION CONTRIBUTIONS/continued

			From 7 Octobe	r 2013
National Agreement Grade and Allowance(s)	Welplan Ref.	Weekly Holiday Credit	Weekly Welfare Contribution	Weekly Employers' Pension Contribution
		- see Note 10	- see Notes 8 and 10	- see Notes 9 and 10
		£	£	£
Foreman	a			17.37
Senior Craftsman (+ Supervisory Responsibility and 2 Units of Responsibility Allowance)	ТВС			16.73
Senior Craftsman (+ Supervisory Responsibility and 1 Unit of Responsibility Allowance)	b	Т	Т	16.14
Senior Craftsman (+ Supervisory Allowance)	С	0	0	15.54
Senior Craftsman (+ 2 units of Responsibility Allowance)	С			15.54
Senior Craftsman (+ 1 unit of Responsibility Allowance)	d	В	В	14.95
Senior Craftsman	е	E	E	14.36
Craftsman (+ 3 units of Responsibility Allowance)	d	С	С	14.95
Craftsman (+ 2 units of Responsibility Allowance)	е	0	0	14.36
Craftsman (+ 1 unit of Responsibility Allowance)	f	N	N	13.76
Craftsman	g	F	F	13.17
		I	I	
Installer	h	R	R	11.93
Adult Trainee	i	М	М	10.06
Mate (18 and over)	i	E	E	10.06
Mate (aged 16 and 17)	m	D	D	4.67
Senior Modern Apprentice	h			11.93
Intermediate Modern Apprentice	j			9.26
Junior Modern Apprentice	k			6.53

**Notes:** (8) – (9) See previous page

Weekly Holiday Credits and Weekly Welfare Contributions for the period beginning 7 October 2013 will be advised in the light of the negotiations for a wage settlement for the period beginning 7 April 2014 (see paragraph 2.5 of this JCC Letter). The Weekly Employers' Pension Contribution shown here will be added to the value of the Weekly Holiday Credits and the Weekly Welfare Contributions for 7 October 2013, when the value of the Holiday Credits is determined through the negotiations.

[This page is deliberately blank]

### PREMIUM RATE 1 AND PREMIUM RATE 2 OVERTIME RATES

## READY RECKONER FOR CALCULATING TOTAL OVERTIME PAYMENTS IN ACCORDANCE WITH NATIONAL AGREEMENT CLAUSE 9

	From 4 October 2010 (JCC Letter 100 (Revised) dated 22 July 2010)									
National Agreement Grade and Allowance(s)	Basic rate for all hours	Premium Rate 1	<b>Total Overtime Payment</b> see Note 1	Premium Rate 2	<b>Total Overtime Payment</b> see Note 2					
	£	£	£	£	£					
Foreman	15.00	6.14	21.14	12.26	27.26					
Senior Craftsman (+ Supervisory Responsibility and 2 units of Responsibility Allowance)	N/A	N/A	N/A	N/A	N/A					
Senior Craftsman (+ Supervisory Responsibility and 1 unit of Responsibility Allowance)	13.93	5.72	19.65	11.42	25.35					
Senior Craftsman (+ Supervisory Responsibility)	13.42	5.52	18.94	11.02	24.44					
Senior Craftsman (+ 2 units of Responsibility Allowance)	N/A	N/A	N/A	N/A	N/A					
Senior Craftsman (+ 1 unit of Responsibility Allowance)	12.91	5.28	18.19	10.59	23.50					
Senior Craftsman	12.40	5.08	17.48	10.15	22.55					
Craftsman (+ 3 units of Responsibility Allowance)	N/A	N/A	N/A	N/A	N/A					
Craftsman (+ 2 units of Responsibility Allowance)	12.40	5.08	17.48	10.15	22.55					
Craftsman (+ 1 unit of Responsibility Allowance)	11.89	4.87	16.76	9.73	21.62					
Craftsman	11.38	4.66	16.04	9.31	20.69					
Installer	10.31	4.23	14.54	8.46	18.77					
Adult Trainee	8.69	3.55	12.24	7.12	15.81					
Mate (18 and over)	8.69	3.55	12.24	7.12	15.81					
Mate (aged 16 and 17)	4.03	1.65	5.68	3.29	7.32					
Senior Modern Apprentice	10.31	4.23	14.54	8.46	18.77					
Intermediate Modern Apprentice	8.00	3.26	11.26	6.56	14.56					
Junior Modern Apprentice	5.64	2.31	7.95	4.65	10.29					

	From 28 January 2013									
National Agreement Grade and Allowance(s)	Basic rate for all hours	Premium Rate 1	<b>Total Overtime Payment</b> see Note 1	Premium Rate 2	Total Overtime Payment see Note 2					
	£	£	£	£	£					
Foreman	15.00	6.14	21.14	12.26	27.26					
Senior Craftsman (+ Supervisory Responsibility and 2 units of Responsibility Allowance)	14.44	5.91	20.35	11.84	26.28					
Senior Craftsman (+ Supervisory Responsibility and 1 unit of Responsibility Allowance)	13.93	5.72	19.65	11.42	25.35					
Senior Craftsman (+ Supervisory Allowance)	13.42	5.52	18.94	11.02	24.44					
Senior Craftsman (+ 2 units of Responsibility Allowance)	13.42	5.52	18.94	11.02	24.44					
Senior Craftsman (+ 1 unit of Responsibility Allowance)	12.91	5.28	18.19	10.59	23.50					
Senior Craftsman	12.40	5.08	17.48	10.15	22.55					
Craftsman (+ 3 units of Responsibility Allowance)	12.91	5.28	18.19	10.59	23.50					
Craftsman (+ 2 units of Responsibility Allowance)	12.40	5.08	17.48	10.15	22.55					
Craftsman (+ 1 unit of Responsibility Allowance)	11.89	4.87	16.76	9.73	21.62					
Craftsman	11.38	4.66	16.04	9.31	20.69					
Installer	10.31	4.23	14.54	8.46	18.77					
Adult Trainee	8.69	3.55	12.24	7.12	15.81					
Mate (18 and over)	8.69	3.55	12.24	7.12	15.81					
Mate (aged 16 and 17)	4.03	1.65	5.68	3.29	7.32					
Senior Modern Apprentice	10.31	4.23	14.54	8.46	18.77					
Intermediate Modern Apprentice	8.00	3.26	11.26	6.56	14.56					
Junior Modern Apprentice	5.64	2.31	7.95	4.65	10.29					

/Continued on next page

Notes: On next page

### PREMIUM RATE 1 AND PREMIUM RATE 2 OVERTIME RATES

# READY RECKONER FOR CALCULATING TOTAL OVERTIME PAYMENTS IN ACCORDANCE WITH NATIONAL AGREEMENT CLAUSE 9/continued

	From 1 April 2013									
National Agreement Grade and Allowance(s)	Basic rate for all hours	Premium Rate 1	<b>Total Overtime Payment</b> see Note 1	Premium Rate 2	Total Overtime Payment see Note 2					
	£	£	£	£	£					
Foreman	15.23	6.23	21.46	12.44	27.67					
Senior Craftsman (+ Supervisory Responsibility and 2 Units of Responsibility Allowance)	14.67	6.00	20.67	12.01	26.68					
Senior Craftsman (+ Supervisory Responsibility and 1 Unit of Responsibility Allowance)	14.15	5.81	19.96	11.60	25.75					
Senior Craftsman (+ Supervisory Responsibility)	13.63	5.60	19.23	11.19	24.82					
Senior Craftsman (+ 2 units of Responsibility Allowance)	13.63	5.60	19.23	11.19	24.82					
Senior Craftsman (+ 1 unit of Responsibility Allowance)	13.11	5.36	18.47	10.75	23.86					
Senior Craftsman	12.59	5.16	17.75	10.30	22.89					
Craftsman (+ 3 units of Responsibility Allowance)	13.11	5.36	18.47	10.75	23.86					
Craftsman (+ 2 units of Responsibility Allowance)	12.59	5.16	17.75	10.30	22.89					
Craftsman (+ 1 unit of Responsibility Allowance)	12.07	4.94	17.01	9.88	21.95					
Craftsman	11.55	4.73	16.28	9.45	21.00					
Installer	10.46	4.29	14.75	8.59	19.05					
Adult Trainee	8.82	3.60	12.42	7.23	16.05					
Mate (18 and over)	8.82	3.60	12.42	7.23	16.05					
Mate (aged 16 and 17)	4.09	1.67	5.76	3.34	7.43					
Senior Modern Apprentice	10.46	4.29	14.75	8.59	19.05					
Intermediate Modern Apprentice	8.12	3.31	11.43	6.66	14.78					
Junior Modern Apprentice	5.72	2.34	8.06	4.72	10.44					

Notes: (1) See Clauses 9f and 9h(i) of the Operative National Agreement

(2) See Clause 9h(i)-(iii) of the Operative National Agreement

# NATIONAL AGREEMENT CLAUSE 8 - INTRODUCTION OF A NEW RESPONSIBILITY ALLOWANCE FOR THE INSPECTION, TESTING AND PURGING OF INDUSTRIAL AND COMMERCIAL SCALE GAS SYSTEMS

The Association and Union have agreed to amend Clause 8 of the National Agreement, as follows:

Insert new Clause 8n after existing Clause 8m, to read as follows:

## Conditions for Payment of the Allowance to Operatives with Responsibilities for the Visual Inspection, Testing and Purging of Industrial and Commercial Scale Natural Gas Systems

A Responsibility Allowance may also be payable to Operatives who hold a certificate issued by the relevant individual accreditation and certification scheme in order to be able to undertake the visual inspection, testing and purging of industrial and commercial scale natural gas systems in accordance with the Institute of Gas Engineers and Managers standard procedure specification IGE/UP/1. The value of the Responsibility Allowance paid in such circumstances shall have the same value as that provided for under Clause **8m**. For the avoidance of doubt, this shall not be paid in respect of inspection and purging of domestic scale appliances and/or systems, as this is to be regarded as an integral part of the job of Craftsmen and Senior Craftsmen who undertake domestic work.

Existing Clauses 8n-8v to be re-designated 8o-8w.

[This page is deliberately blank]

# NATIONAL AGREEMENT CLAUSE 16 – INTRODUCTION OF AN ENTITLEMENT TO A WEEKEND RETURN FARE FOR OPERATIVES WHO LODGE, WHEN TRAVELLING HOME ON THE MIDDLE WEEKEND OF THE FORTNIGHTLY CYCLE OF THE NATIONAL AGREEMENT

The Association and the Union have agreed to amend Clause 16 of the National Agreement, as follows. Agreed amendments are shown in *italics* below.

- Where an Operative is sent to a job to which it is impracticable to travel daily and where the Operative lodges away from his place of residence and when the work at the site to which he is sent is organised in such a way as to include, consistent with Clause **9a**, an element of Saturday and/or Sunday overtime working and he works that overtime, he shall (except if he is engaged at the job or if his centre is the job) be paid the items in i to v below where appropriate:
  - a nightly lodging allowance including the night of the day of return and when on weekend leaves in accordance with Clause **17a**. The nightly lodging allowance shall be agreed from time to time by the Association and the Union and shall be enumerated in an Appendix to this Agreement. The lodging allowance shall not be paid when an Operative is absent from work without the concurrence of the Employer, nor when suitable lodging is arranged by the employer at no expense to the Operative, nor during the annual holidays defined in Clause **20** including the week of Winter Holiday, nor for any day or days of recognised holiday taken in conjunction with a period of annual holiday. The Operative shall provide the Employer with a statement signed by himself to the effect that he is in lodgings for the period of payment of lodging allowance under this Clause. Without such evidence the Employer shall deduct tax on lodging allowance paid
  - when suitable lodgings are not available within two miles of the job, daily return fares from lodgings to job. The Employer at his option may provide suitable conveyance for the Operative between the lodgings and the job, in which case fares shall not be paid
  - time spent in travelling to and from the centre at the commencement and completion of the job at the normal hourly rate, but when an excessive number of hours of travelling is necessarily incurred, a claim for special consideration may be made by the Operative to the Employer or by the Employer to the Operative and in the case of dispute the matter shall be referred to the Chief Officials of the Parties, whose decision shall be final
  - iv fares between his centre and the job at the commencement and completion of the job. Return fares shall be used when available
  - v weekend leaves in accordance with Clause 17a.
- **b** An Operative whose employment is terminated in accordance with Clause **2a** during the course of a job, shall be entitled to travelling time and a single fare for the journey from the job to the centre. This condition shall not apply to an Operative who is discharged for misconduct or who leaves the job without the concurrence of his Employer.
- Where an Operative is sent to a job to which it is impracticable to travel daily and where the Operative lodges away from his place of residence and where the work at the site to which he is sent is organised in such a way as to be limited to the normal working week as defined in Clause **3a** and **b** and therefore does not include any element of Saturday and/or Sunday overtime working and where the Employer provides suitable conveyance for the Operative between the Operative's centre and the job, he shall (except if he is engaged at the job or if his centre is the job) be paid the items in i to iv below where appropriate:
  - i a nightly lodging allowance for the Monday, Tuesday, Wednesday and Thursday nights when he is at and using the relevant lodgings. The value of the nightly lodging allowance shall be as agreed at Clause **16a**. The lodging allowance shall not be paid when an Operative is absent from work without the concurrence of the Employer, nor when suitable lodgings are arranged by the employer at no expense to the Operative, nor during annual holidays defined in Clause **20** including the week of Winter Holiday, nor for

any day or days of recognised holiday taken in conjunction with a period of annual holiday. The Operative shall provide a statement signed by himself to the effect that he is in lodgings for the period of payment of lodging allowance under this Clause. Without such evidence the Employer shall deduct tax on lodging allowance paid

- when suitable lodgings are not available within two miles of the job, daily return fares from lodgings to job. The Employer at his option may provide suitable conveyance for the Operative between the lodgings and the job, in which case fares shall not be paid
- time spent in travelling to and from the centre at the commencement and completion of the job at the normal hourly rate, but when an excessive number of hours of travelling is necessarily incurred, a claim for special consideration may be made by the Operative to the Employer or by the Employer to the Operative and in case of dispute the matter shall be referred to the Chief Officials of the Parties, whose decision shall be final
- iv (if the Employer does not provide suitable conveyance to the lodgings on the Sunday afternoon/evening and/or after the normal finishing time on the Friday) a return fare between the Operative's centre and the relevant lodgings and/or site, as the case may be, based on the most economical fare for the mode of transport used at the time the journey is undertaken by the Operative concerned.
- **d** Where the conditions described under Clause **16c** are met and where the Employer additionally requires the Operative to travel from his centre to the lodgings on the Sunday afternoon/evening in order to commence work on site at the normal start time for that site the following day in order to ensure the normal 38 hours are worked during the week in question, the Operative shall additionally be paid where appropriate:
  - i a nightly lodging allowance for the Sunday night when he is at and using the relevant lodgings. The value of the nightly lodging allowance shall be as agreed at Clause **16a**. The lodging allowance shall not be paid when an Operative is absent from work without the concurrence of the Employer, nor when suitable lodgings are arranged by the employer at no expense to the Operative, nor during annual holidays defined in Clause **20** including the week of Winter Holiday, nor for any day or days of recognised holiday taken in conjunction with a period of annual holiday. The Operative shall provide a statement signed by himself to the effect that he is in lodgings for the period of payment of lodging allowance under this Clause. Without such evidence the Employer shall deduct tax on lodging allowance paid.