



## **National Joint Council (NJC)**

# **Working Rule Agreement for the Steeplejack & Lightning Protection Engineering Industry**

**Revised July 2016**

### **Joint Signatories**

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# Contents

## Page

### **NJC Agreement**

Aims and Function of the Council	3
Constitution of the NJC	4
1. Constitution and Rules of Procedure	4
2. Officers of the Council	5
3. Statement of Intent	5
4. Prevention or Settlement of Disputes	5

### **Working Rule Agreement**

1	Application of Rules	7
2	Wage Structure	8
3	Bonus Payments	8
4	Guaranteed Minimum Weekly Earnings	9
5	Overtime	10
6	Systems of Work	10
7	Night Shift Work Allowance and Overtime	10
8	Shift Working	10
9	Annual Holidays With Pay	11
10	Public Holidays	13
11	Subsistence Allowance	13
12	Travelling	14
13	Working Hours	14
14	Rest/Meal Breaks	15
15	Availability for Work	15
16	Conditions of Service	15
17	Termination of Employment	16
18	Sickness and Injury Payments	16
19	Accident, Death and Retirement Benefit	16
20	Pension Scheme	17
21	Fitness for Work	17
22	Health and Safety at Work	17
23	Recognition of Trade Union Officers	18
24	Industrial Action	18
25	Registration of Operatives and Recognition of Agreement	18
26	Interpretation of Agreement	19
27	Duration of Agreement	19

### **Appendices**

1	Current Promulgation Notice	22
2	Agreed Settings for Travelling	23
3	Disciplinary Procedure (Points for Guidance)	24
4	Grievance Procedure (Points for Guidance)	27
5	Sickness and Injury Payment Scheme	30

# NJC Agreement

## Aims and Functions of the Council

- To agree rates of wages and other emoluments of Steeplejack & Lightning Protection Engineering operatives
- To agree terms and conditions of employment for Steeplejack & Lightning Protection Engineering operatives and publish them as Working Rules.
- To deal with disputes or differences involving or likely to involve any member or members of an Adherent body to this Agreement in accordance with the conciliation procedure
- To consider proposals for and to make amendments to the Industry Working Rules as and when deemed appropriate by council
- At the request of either Side of the Council to consider any industrial or economic question which has or is likely to have a bearing on industrial relations in the Steeplejack & Lightning Protection Engineering Industry.
- Take all reasonably practicable steps to ensure that operatives are employed under the Working Rule Agreement of the Council.
- No amendments to the Agreement negotiated by the National Joint Council are effective until they have been ratified by ATLAS and the UCATT respectively.
- The Agreement is drafted in rule form laying down principles which govern the terms and conditions of employment in the Industry. It is important to remember however, that within their framework, there is a limited degree of flexibility so as to allow variations and additions (nationally approved by the Joint Secretaries) in order to permit individual employers and trade union officers to negotiate such local items as incentive or bonus schemes, and special travelling arrangements where necessary. Such local agreements are subject to ratification by the National Joint Council. No permission is delegated to any local negotiators to deal with any alteration in the standard rates of wages.

**CONSTITUTION OF THE  
NATIONAL JOINT COUNCIL FOR THE  
STEEPLEJACK & LIGHTNING PROTECTION INDUSTRY**

MEMORANDUM OF AGREEMENT (hereinafter called "the National Agreement") dated the 27<sup>th</sup> day of June 1977 between ASSOCIATION of TECHNICAL LIGHTNING & ACCESS SPECIALISTS (hereinafter called "ATLAS") and THE UNION OF CONSTRUCTION, ALLIED TRADES AND TECHNICIANS (STEEPLEJACK SECTION) (hereinafter called "the Union") as amended on the 27<sup>th</sup> day of November 1996 & the 29<sup>th</sup> day of January 2013.

Now it is agreed by the Parties to this Agreement as follows:

**CONSTITUTION AND RULES OF PROCEDURE**

The Constitution aims, functions and rules of procedure of the Construction Industry Joint Council shall be as follows:

**1. The National Joint Council shall consist of representatives of:**

- (a) ASSOCIATION OF TECHNICAL LIGHTNING & ACCESS SPECIALISTS (ATLAS)
- (b) THE UNION OF CONSTRUCTION, ALLIED TRADES AND TECHNICIANS (UCATT)

**1.1 The National Joint Council**

The Council shall consist of no more than 6 members, including the Joint Secretaries, one half of whom shall be Employers' representatives and one half Operatives' representatives apportioned among and appointed by the bodies' adherent to the Council In such manner as the respective sides may from time to time agree.

**1.2 Vacancies / Substitutes**

Any vacancy shall be filled by the Adherent Body which appointed the member whose seat has become vacant. Should a member of the Council be unable to attend any meeting, a Substitute, duly appointed by the Body he represents may attend in his/her place upon notice being given to the appropriate Joint Secretary prior to the meeting being held.

**1.3 Meetings**

The Council shall meet at least once a year to discuss and agree wages and conditions within the industry. Other meetings of the Council may be held at such times as requested by either party

**1.4 Voting**

The aim of the Council shall be to achieve a consensus, where necessary voting shall be by show of hands. Any decision to be binding must be carried by a majority of votes on each Side of those present and voting. The Joint Secretaries shall each have one vote as members of the Council.

**1.5 Minutes, Notifications**

After each meeting of the Council the Joint Secretaries shall give notice of the decisions to all concerned as early as possible, and shall prepare and issue the minutes/promulgations as appropriate.

## **1.6 Amendments to the Constitution and Working Rules**

Either side may propose an amendment(s) to the Constitution and or the Working Rule Agreement. Notice of an intention to propose such an amendment shall be given in writing to the Joint Secretaries not less than six weeks prior to the date fixed for the next meeting. The notice must specify precisely the nature of the proposed amendment.

Appropriate notice having been given, the proposal shall be placed on the agenda for the next regular meeting of the NJC. When a decision has been ratified the Council shall promulgate the decision and publish the date of operation. Such a decision shall then become binding upon the Industry. Should there be a failure to ratify, the Council shall meet as soon as practicable thereafter to consider what further steps, if any, it can take in the matter.

## **2. Officers of the Council**

### **2.1 Chairman and Vice Chairman**

At each annual meeting the Council shall elect from among its members a Chairman and Vice-Chairman.

### **2.2 Joint Secretaries**

There shall be two Joint Secretaries, one each appointed by the Employers' and the Union.

The Joint Secretaries shall be ex-officio members of all committees of the Council.

### **2.3 Committees/Information or Evidence**

The Council may, at its discretion appoint such Committees as may be appropriate from time to time, to deal with such matters as the Council may refer to them. The Council shall have the power to call for information and hear evidence of any question which may arise for adjudication or settlement.

### **2.4 Jurisdiction and Extent**

The Councils jurisdiction and interests shall extend to all matters relative to the industry.

## **3. Statement of Intent**

This agreement although not legally enforceable, has been entered into freely and voluntarily and is intended to be binding in honour between the parties. The parties to this agreement accept its terms and they undertake to take all such steps as are reasonably practicable to see that it is observed by their members. If there is any doubt as to the meaning of the wording of this agreement, both parties agree to resolve matters in a positive and sensible manner.

## **4. Prevention or Settlement of Disputes**

4.1 The parties to the Agreement agree that in the event of any dispute or difference arising between their respective memberships or any of them, every means for effecting an amicable settlement shall be exhausted before resorting to direct action.

4.2 Either or both of the parties to any difference or dispute which arises out of the operation of the Agreement, may request that the difference or dispute be considered by a Disputes Panel.

4.3 Such a request shall be made in writing to the appropriate Joint Secretary and on such reference being properly made it shall be the duty of the Joint Secretaries to confer, and (if the matter is incapable of settlement by them jointly) to convene as soon as possible a Dispute Panel for the

purpose of considering the difference or dispute.

- (a) Decisions of Dispute Panels shall be final and binding, except in the case of a dispute or difference over entitlement to guaranteed minimum earnings under the National Working Rules. In all other cases, where a Panel fails to reach a decision on any dispute or difference, the agreed procedures set out in this Rule shall be deemed to have been exhausted.
- (b) Where a Panel fails to reach a decision on any dispute or difference over entitlement to guaranteed minimum earnings, either party shall give to the other notice in writing of such disputes or difference, and such dispute or differences shall be, and is hereby referred to the arbitration of such person as the parties may agree to appoint as Arbitrator, or failing such agreement as may be appointed on the request of either party by the President for the time being of the Institute of Arbitrators.
- (c) All stages of the Disputes Procedure are available to all employees to whom the provisions of the Working Rule Agreement relate.

4.4 In no event shall such a decision form a precedent in any other difference or dispute outside the Steeplejack and Lightning Protection Engineering Industry.

4.5 Nothing in the foregoing arrangements shall be construed as conferring upon the said Panels the right to take decisions on matters of general rulings on the Working Rule Agreement.

4.6 Dispute Panels shall consist of a Chairman appointed ad hoc, together with the Joint Secretaries and shall consider individual employment grievances and disputes arising between employers and employees. Such Panels may:

- (a) Hold an enquiry without delay in the place where the dispute is occurring or about to occur or elsewhere as may be deemed most expedient.
- (b) Take evidence from the parties concerned and otherwise enquire into the cause and nature of the dispute.
- (c) Make such report and recommendations as the Panel may think fit to the respective national governing bodies as to the settlement of such dispute.
- (d) Give such directions as the Panel may think fit as to preventing a stoppage of work or, in the event of a stoppage having taken place, as to providing for a resumption of work pending consideration of the report and recommendations under (c) aforesaid by the respective national governing bodies and ratification or otherwise by them.

4.7 The expenses of those appointed to serve on Disputes Panels shall be paid by their respective organisations.

4.8 Reports by Disputes Panels shall be laid before the respective national governing bodies of each side as soon as is practicable after they have been received and be dealt with promptly in one of the following ways:

- (a) The recommendations may be approved and in that case communications shall be exchanged between the national governing bodies intimating that they will give effect thereto.
- (b) The recommendations may be disapproved wholly or partly, in which case communications shall be exchanged between the national governing bodies as to the further steps which shall be taken in regard to the dispute or difference.

# Working Rule Agreement

This Agreement Regulates the Wages, Hours and Working Conditions for Steeplejacks and Lightning Protection Engineering operatives, working in the United Kingdom of Great Britain and Northern Ireland.

## DECLARATION OF INTENT

The Employers' Organisation and Trade Union who are signatories to the Constitution and Rules of Procedure of the Steeplejack and Lightning Protection Engineering Industry Joint Council agree to accept its terms and conditions as binding and to take all reasonably practicable steps to see that it is observed by their members

### 1. Application of Rules

- (a) These rules apply to all Advanced Steeplejacks, Steeplejacks, Advanced Lightning Protection Engineers, Lightning Protection Test Engineers, Trainees and Apprentices employed in either trade by members of ATLAS.
- (b) Operatives not specifically included in this agreement are to be employed subject to the conditions and wages specified in agreements between Trade Unions and other Employers Associations recognised as competent to fix rates of wages for such workers.
- (c) The skills of qualified operatives are defined as follows (all as the grades below and in possession of an appropriate CSCS card)

#### 1.1 Advanced Steeplejack

Of Proven ability, competent to carrying out specialist work at any height efficiently and satisfactorily without direct supervision

#### 1.2 Steeplejack

Of Proven ability to carry out specialist work at any height satisfactorily and efficiently to instructions.

#### 1.3 Advanced Lightning Protection Engineer

Of proven ability, competent to carry out lightning protection installations, repairs, inspections & tests at any height to appropriate standards, efficiently and without direct supervision

#### 1.4 Lightning Protection Engineer

Of proven ability to carry out lightning protection installations, repairs & testing to appropriate standards at any height and satisfactory and efficiently to instructions

#### 1.5 Trainee

Undergoing on the job training and instruction to carry out specialist work at any height whilst under direct supervision

#### 1.6 Apprentice

Person undergoing skills training and instruction to carry out steeplejack or lightning protection work within a Foundation Modern apprenticeship framework

## **1.7 Rope Access**

Of proven ability (in receipt of training in accordance with BS 7985) competent to rig and operate rope access equipment [this is in the process of development no rates or CSCS grade are available].

## **1.8 Lightning Protection Test Engineer**

Of proven ability to effectively carry out lightning protection inspection, testing and reporting to appropriate standards at any height without direct supervision.

## **1.9 Supervisor (Previously Chargehand)**

A supervisor (previously chargehand) is an operative who works on the site, shall if he is designated as being responsible for a gang of four or more operatives, be paid an hourly supplement (see Appendix 1) over and above the standard hourly rate for his grading.

## **1.10 Site Supervisor**

Site supervisors have an overall responsibility to oversee and control the project by implementing management's requirements for planning, organising, controlling and monitoring the project, ensuring Health, Safety, Environmental and Quality inspections are carried out and to supervise site operatives and subcontractors.

Compile and keep up-to-date all site records and reports. Prepare and amend (as required) task / project risk assessments and method statements. Ensure appropriate PPE / Safety equipment is available and used as required. Attend site meetings and liaise with Client representatives on site and ensure management reporting procedures are complied with.

The above two paragraphs are considered to be general responsibilities and duties applicable to a site supervisor. Each employer shall define detailed responsibilities and duties in relation to individual projects requirements in a site supervisors job brief/contract.

As Supervision requirements are likely to be different from project to project enhanced rates for appointed supervisors may be subject to negotiation between the company and supervisor.

## **2. Wage Structure**

The terms, conditions and wages will be fixed by the National Joint Council on 30 June or the nearest Monday to that date for a period as agreed by the parties. Notices setting out the current wage rates shall be published by the Council whenever adjustments are made (see Appendix 1).

The rates set out in the notice are minimum rates only and employers, unions and employees can seek agreement to pay in excess of the agreed rates for short, medium and long term arrangements.

One element or entitlement should not be increased or extended for the loss of another (compensation effect). This would be inappropriate as the agreement is a balanced set of arrangements for employment.

## **3. Bonus Payments**

- (a) It shall be open to employers and operatives on any job to agree a bonus scheme based on measured output and productivity for any operation or operations on that particular job.
- (b) It is recognised that the condition of the type of work performed does not necessarily make it feasible for employers to pay earned bonus on a weekly calculation, and a system of



payment of bonus on job completion is permissible.

#### **4. Guaranteed Minimum Weekly Earnings**

An operative, who has been available for work for the week whether or not work has been provided by the employer, shall be entitled to guaranteed minimum weekly earnings as per Appendix 1.

##### **4.1 Loss of Guarantee**

There shall be no entitlement to guaranteed minimum weekly earnings where the employer is unable to provide continuity of work due to industrial action.

##### **4.2 Proportional Reduction**

Where an operative is absent for part of normal working hours due to certified sickness or injury or for one or more days of annual or recognised public holiday, the requirement for the operative to be available for work will be deemed to be met and the payment of Guaranteed Minimum Weekly Earnings will be proportionately reduced. The proportionate reduction will not apply where the employer authorises the absence on compassionate or other grounds.

##### **4.3 Availability for Work**

An operative has satisfied the requirements to remain available for work during normal working hours by complying with the following conditions:

- (a) That, unless otherwise instructed by the employer, the operative has reported for work at the starting time and location prescribed by the employer and has remained available for work during normal working hours.
- (b) Carries out satisfactorily the work for which the operative was engaged or suitable alternative work if instructed by the employer and
- (c) Complies with the instructions of the employer as to when, during normal working hours, work is to be carried out, interrupted or resumed.

##### **4.4 Temporary Lay-off**

- (a) Where work is temporarily stopped or is not provided by the employer the operative may be temporarily laid off. The operative shall, subject to the provisions of (b) be paid his normal rate of pay for the day on which he is notified of the lay-off and one fifth of "Guaranteed Minimum Weekly Earnings" as defined in WR.4 for each of the first five days of temporary lay-off. While the stoppage of work continues and the operative is prevented from actually working, the operative will be required by the employer to register as available for work at the operative's local job centre.
- (b) The payment described in (a) will be made provided that, in the three months prior to any lay-off, there has not been a previous period or periods of layoff in respect of which a guaranteed payment was made for five consecutive days or five days cumulative, excluding the day or days of notification of lay-off. In any such case the operative will not be entitled to a further guaranteed payment until a total of three months has elapsed from the last day of the period covered by the previous payment. Thereafter and for so long as the stoppage lasts, the operative shall be entitled to a further guaranteed payment of up to five days.

##### **4.5 Disputes**

A dispute arising under this Agreement concerning guaranteed minimum payment due may, at

the option of the claimant, be referred to ACAS and/or an employment tribunal in the event of no decision by the Council.

## **5. Overtime**

- (a) It is emphasised that no overtime rates become due until the full number of hours in the normal working day has been worked except where absence is due to sickness or injury subject to the requirements of Rule 20 or with the employer's permission.
- (b) When operatives are working away from their home area, they must accept some commitment to possible overtime, in order that the job may be fully manned at all times of work, in the interests of safety. Overtime will be calculated on a daily basis, but overtime premium rates will not be payable until the normal hours (39 hours) have been worked in the pay week unless the short time is authorised by the employer on compassionate or other grounds or is a certified absence due to sickness or injury.

**Note:** The number of hours worked in excess of normal hours will be reduced by the number of hours of unauthorised absence before the overtime premium is calculated.

- (c) Overtime shall be calculated as follows from Monday to Friday:

For the first three hours after completion of the normal working hours of the day, at the rate of time and a half; thereafter at the rate of double time until starting time the following day.

- (d) On Saturday and thereafter until normal starting time on Monday morning, overtime shall be calculated at the rate of double time.

## **6. Systems of Work**

An operative may be required to work by mutual agreement on day- shift, night-shift, or any other shift system or payment by results system, as occasion requires.

## **7. Night Shift work Allowance and Overtime**

- (a) The General Working Conditions shall apply.
- (b) Separate operatives from those at work during the day shall be employed.
- (c) The night shift working week will consist of 39 normal hours, comprising 4 nights of 8 hours Monday to Thursday and 7 hours on Friday, exclusive of meal breaks.
- (d) A night shift allowance of 50% of the operative's standard hourly rate shall be paid for all hours worked Monday to Friday nights, i.e. 8 hours working = 4 hours allowance.
- (e) Night shift work on Saturday and Sunday shall be paid at double time for all hours worked, i.e. 8 hours working = 8 hours overtime.
- (f) 4 hours at the operative's standard hourly rate will be paid at the beginning and the end of the period of night shifting as a change-over allowance.

## **8. Shift Working**

Shift working means a situation in which more than one shift of no less than eight hours is worked on a job in a 24-hour period and such shifts do not overlap.

On all work which is carried out on two or more shifts in a 24-hour period the following provisions shall apply:

The first shift in the week shall be the first shift that ends after midnight on Sunday. The normal hours of a shift shall be eight hours, excluding meal breaks, notwithstanding which, the hours to be worked on any particular shift shall be established by the employer.

The rate payable for the normal hours of the shift shall be the operative's normal hourly rate plus, in the case of an operative completing a shift, a shift allowance of 14% of the normal hourly rate.

An operative required to work continuously for over eight hours on a shift or shifts shall be paid at the rate of time and a half, plus a shift allowance of 14% of his normal hourly rate, for the first four hours beyond eight hours and thereafter at double time but such double time payment shall not be enhanced by the 14% allowance (i.e. the maximum rate in any circumstances shall be double the normal hourly rate.)

After having worked five complete shifts in a week an operative shall on the first shift thereafter be paid at the rate of time and half of normal rate plus 12½% shift allowance for the first eight hours of the shift, and thereafter on any subsequent shift in that week at the rate of double time, but with no shift allowance.

Where the nature of the work is such as to require an operative to remain at the work station and remain available for work during mealtimes, a shift allowance of 20% shall apply instead of the 14% or 12½% otherwise referred to in this Rule.

## 9. Annual Holidays with Pay

- (a) Operatives are entitled to 29 days (\*31 days for 5 years service) including paid annual holidays inclusive of eight public and bank holidays. Paid holiday entitlement accrues at the rate of 0.558 days per week of service.

\* Employees with 5 years continuous service determined at 1<sup>st</sup> April will be entitled to 2 extra days of annual holiday to be taken at time(s) mutually agreed.

- (b) **The Winter Holiday** shall be seven working days taken in conjunction with Christmas Day, Boxing Day and New Year's Day, to give a Winter Holiday of two calendar weeks.

The dates of each Winter Holiday shall be published by ATLAS. It shall be open to employers and operatives to agree that all or some of the Winter Holiday will be taken on alternative dates

- (c) **The Summer Holiday** shall be two calendar weeks, by mutual agreement not necessarily consecutive, to be granted in the summer period.
- (d) **Other Holidays** the four remaining days of Annual Holiday shall be taken outside of the summer period. The other holidays will normally be taken as a block by mutual agreement.
- (e) **Payment for Annual Holiday** which shall be made on the last pay-day preceding the commencement of each holiday period.
- (f) **Where the operative's pay does not vary with the amount of work done**, a week's pay is simply the normal weekly wage for the contractual weekly hours as defined by the contract of employment.
- (g) **Where the operative's pay varies with the amount of work done** i.e. where earnings vary because of piecework or productivity bonus arrangements, then a week's pay is arrived at by considering the average earnings over the 12 weeks prior to the period of annual leave. This calculation will include the following provision of this Working Rule Agreement, if applicable:

- **WR1.9 Supervisor (formerly Chargehand) Supplement**
- **WR1.10 Supervisor Pay (locally agreed)**
- **WR3 Bonus Pay**
- **WR5 Overtime**
- **WR7 Night Shift Work Allowances and Overtime**
- **WR8 Shift Working**
- **WR12 Taxable Travel Allowances/ payments.**

(h) **One day's pay** is calculated by dividing a week's pay by the number of working hours in the normal working week and multiplying by the number of hours in the particular day, both as defined by the contract of employment. One day's pay when the higher rate of pay is being considered is calculated by dividing the average earnings over the 12 weeks prior to the period of annual leave to give a week's pay and then dividing a week's pay by the number of working hours in the normal working week and multiplying by the normal hours in the particular day.

(i) **Operatives are entitled to 21 days' holiday at a higher rate**, which includes bonuses, supervisor (previously chargehand) supplement etc. as set out in 9g). Public bank holidays are paid at the normal rate, based on an operative's normal weekly wage and as defined in 9j. Where the operative's pay does not vary with the amount of work done, all holiday is paid at the normal rate.

(j) **The normal rate of holiday pay (Public bank holidays)** is the normal weekly wage for the contractual hours as defined by the contract of employment and should also include the following local payments if applicable:

- **WR1.9 Supervisor (formerly Chargehand) Supplement**
- **WR1.10 Supervisor Pay (locally agreed)**
- **WR3 Bonus Pay**
- **WR7 Night Shift Work Allowances and Overtime**
- **WR8 Shift Working.**

(k) **Operatives who leave the employment** of the employer during a leave year are entitled to a compensatory payment calculated as follows:

$$(A \div 52) \times 29 - B$$

Where:

"A" is the number of complete weeks of service in the leave year

"B" is the number of days' leave taken by the operative in the leave year including public/bank holidays

Where the number of days' leave taken exceeds the operative's entitlement the employer has the right to make a deduction from payments made to the operative leaving the employment of the employer in respect of any overpayment of holiday pay.

(l) **General Provisions related to Annual Holiday**

Where employment commences after the start of the leave year the operative will be entitled to the proportion of the 29 days Annual Holiday equivalent to the proportion of the leave year calculated from the first week of employment to the last week of the leave year.

An operative has no entitlement to payment for holidays not taken during the holiday leave year or to carry forward entitlement to holiday from one holiday year to the subsequent

holiday year.

## 10. Public Holidays

The following are recognised as public holiday for the purpose of this Agreement.

(a) **England and Wales**

Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, the May Day Bank Holiday, the Spring Bank Holiday, and the Summer Bank Holiday shall be recognised as public holidays in England and Wales, provided that such days are generally recognised as holidays in the locality in which the work is being done.

(b) **Scotland**

Christmas Day, Boxing Day, New Year's Day, Easter Monday, the first Monday in May, the Friday immediately preceding the Annual Summer Local Trades Holiday and the Friday and Monday at the Autumn Holiday, as fixed by the competent Local Authority.

(c) **Local Variations**

Where, in any locality, any of the above public holidays is generally worked and another day is recognised instead as a general holiday, such other day shall be recognised as the alternative holiday.

(d) **Alternative Days**

When Christmas Day, Boxing Day or New Year's Day falls on a Saturday or Sunday an alternative day or days of public holiday will be promulgated. Any reference in this Rule to Christmas Day, Boxing Day or New Year's Day shall be taken to apply to the alternative day so fixed.

(e) **Payment in Respect of Public Holidays**

Payment for days of public holiday recognised under this Rule shall be made by the employer to an operative in his employment at the time of each such holiday on the pay day in respect of the pay week in which such holiday occurs, except that payment for Christmas Day, Boxing Day and New Year's Day shall be made on the last pay day before the Winter Holiday.

(f) **General Provisions Related to Payment for Public Holidays**

An operative who is required to work on a public or bank holiday has the option, by arrangement with the employer, of an alternative day of holiday as soon thereafter as it's mutually convenient, in which case the payment prescribed by this Rule shall be made in the respect of such alternative day instead of the public holiday. When the employment is terminated before such alternative day occurs, the operative shall receive such payment on the termination of employment.

(g) **Payment for Work on a Public Holiday**

All hours worked on a day designated as a public holiday shall be paid for at double time.

## 11. Subsistence Allowance

(a) When an operative is recruited on the job or site and employment commences on arrival at the job or site he shall not be entitled to payment of subsistence allowance. An operative necessarily living away from the place in which he normally resides shall be entitled to a subsistence allowance of an amount set out in Appendix 1.

(b) Subsistence allowance shall not be paid in respect of any day on which an operative is absent from work except when that absence is due to sickness or industrial injury and he continues to live in the temporary accommodation and meets the industry sick pay

requirements.

- (c) Alternatively, the employer may make suitable arrangements for a sick or injured operative to return home, the cost of which shall be met in full by the employer. An operative in receipt of subsistence allowance shall only be entitled to daily fare and travel allowances (under Rule 12) between his accommodation and the job if he satisfies the employer that he is living as near to the job as there is accommodation available.
- (d) Operatives should make reasonable efforts to find accommodation and only be permitted to exceed the lodging allowance with the employer's consent, and in addition receipts must be produced.
- (e) Operatives are entitled to reimbursement of actual expenditure incurred by employees, to a reasonable sum, in respect of retention of rooms.

## **12. Travelling**

### **(a) Travelling Time**

Travelling time is calculated from an operative's home to the site, and from the site back to the operative's home. Such travel time constitutes working time within the meaning of the Working Time Regulations 1998 (WTR).

The employer should undertake a risk assessment to ensure that the travelling time and working hours combined comply with the requirements of the WTR. Specifically:

- Where an operative has not opted-out of the WTR (i.e. has chosen not to work more than an average of 48 hours per week over the relevant reference period), the employer must ensure that their total number of working hours, including travelling time, does not exceed an average of 48 per week;
- The employer must ensure that rest breaks are adhered to – i.e. a minimum rest break of 20 minutes for every six hours of working time (including travelling time), 11 hours of uninterrupted rest for each day, and 24 hours of uninterrupted rest each week (or 48 for every two weeks).

### **(b) Transport Provided Free by the Employer**

Where the employer provides free transport, the operative shall not be entitled to fare allowance. Where an employer does not exercise the option to provide free transport, the obligation to pay fares may, at the employer's option be discharged by the provision of a free railway or bus ticket, travel voucher or the rail fare.

### **(c) Local Travelling Allowance**

Where entitled, an operative will receive a local travelling allowance in accordance with the agreed settings in Appendix 2.

No overtime rates are payable for travelling time.

### **(d) Travelling to and from jobs that require an operative to stay away from home**

An operative is to be paid travelling time at his standard hourly rate and fare when engaged on a contract away from home:

- When travelling to the job at the commencement.
- On returning home at termination of the contract.

- When returning to the job after a periodic visit home, provided that he restarts at the time prescribed by the employer.

No overtime rates are payable for travelling time.

**(e) Periodic Visits Home**

Arrangements are to be made for an operative who has been sent away from home to return home every four weeks. Except in such circumstances, or otherwise by mutual arrangement with the employer (including cases of sickness), an operative shall not absent himself from the job until termination of the contract.

**13. Working Hours**

- (a) The normal working hours shall be 39 hours per week to be worked as follows: -

Monday to Thursday	8 hours per day
Friday	7 hours

- (b) Average Weekly Working Hours

The average working time for each seven day period will be calculated by reference to the formula set out in the Working Time Regulations 1998 - Regulation 4 – (6) and (7).

**14. Rest/Meal Breaks**

- (a) **Meal/Refreshment Breaks**

At each site or job there shall be a break or breaks for rest and/or refreshment at times to be set by the employer. The breaks shall aggregate one hour per day and shall include a meal break of not less than half an hour.

- (b) **Daily/Weekly Rest Breaks**

Where there is objective or technical reasons concerning the organisation of work the application of the Working Time Regulations 1998 – Regulations 10 (1) Daily Rest Period – 11(1) and 11(2) Rest Periods will be risk assessed and subject to mutual agreement. The breaks shall be unpaid and do not form part of the normal working day.

**15. Availability for Work**

- (a) An operative shall be physically and medically fit for work and free from the effects of any intoxicating liquor and/or prohibited drugs and the misuse of any substances, complete with tools, protective and personal clothing, and in all respects capable of travelling to any job and executing satisfactorily and safely the work to be executed according to his instructions. (See Rule 20).
- (b) Unless otherwise specifically instructed by the employer, an operative shall present themselves for work each normal working day at the usual starting time of the job or site, and shall there remain available for work throughout the normal working hours. When working away from the home area, a reasonable commitment to overtime is recognised, in order that the job may be fully manned at all times of work, in the interests of safety.
- (c) Decisions as to when, during the normal working hours, work is to be carried out, interrupted on account of weather conditions or otherwise, and resumed, and as to whether some or all of the operatives shall work, at any particular time, shall be made by the person in charge of the job and shall be implicitly observed.
- (d) If on the job or site, work is not available for an operative in his own occupation he shall hold

himself ready and willing to perform work in any other suitable occupation or at any other job or site, where his employer provides alternative work.

- (e) In cases where abnormal weather conditions interrupt work over a period, suitable arrangements appropriate to the circumstances of each case may be made by the employer by which an operative shall register or establish that he is available for work on each day.

## **16. Conditions of Service**

- (a) The employment of all operatives in the steeplejack and lightning protection engineering industry shall be upon the following minimum conditions which shall be equally binding upon both employer and operative.
- (b) This Memorandum of Agreement should be available for inspection during office working hours at the employer's principal place of business.
- (c) At the discretion of the employer an operative may be transferred at any time during the period of his employment from one job to another.
- (d) The contract of employment shall be deemed a contract from hour to hour and payments other than as prescribed in this Agreement shall be for time actually worked.
- (e) Continuity of Employment - Temporary stoppage of work

Where there has been a temporary stoppage of work (e.g. through inclement weather), and an operative who has been temporarily laid-off under these Rules, is re-started by the employer, the employment shall, for the purposes of Appendix 4, be deemed to have been continuous.

## **17. Termination of Employment**

### **Employer notice to Operative**

The employment may be terminated at any time by mutual consent which should preferably be expressed in writing.

All outstanding wages including holiday pay are to be paid at the expiration of the period of notice and the employee advised of his entitlement to PAYE certificates or, in lieu thereof, a written statement that they will be forwarded as soon as possible. The minimum period of notice of termination of employment that an employer shall give to an employee is:

- (a) During the first month - one day's notice
- (b) After one months' continuous employment but less than two years - one week's notice
- (c) After two years' continuous employment but less than 12 years - one week's notice for each full year of continuous employment
- (d) 12 years' continuous employment or more - 12 weeks' notice

### **Operative notice to Employer**

The minimum period of notice of termination of employment that an employee shall give an employer is:

- (a) During the first month - one day's notice



- (b) After one month's and up to two years' continuous employment - one week's notice
- (c) After two years' service one additional week's notice for each year of service, up to a maximum of four weeks.

### **Gross Misconduct**

Operative may be summarily dismissed without notice or pay in lieu of notice, but only after following a fair disciplinary process in line with the ACAS Code of Practice. The employer will notify the operative of the alleged gross misconduct in writing and arrange a disciplinary hearing (see Appendix 3).

## **18. Sickness and Injury Payments**

The requirements in respect of qualification for these payments are set out in Appendix 4.

## **19. Accident, Death and Retirement Benefit**

An operative is entitled to and the employer will provide insurance cover for:

- (a) Accidental injury for benefit for a specified injury (or injuries) sustained as a result of an accident at the place of work or an accident while travelling to or from work, the amount being published from time to time by the Council and is available through the Building and Civil Engineering Benefits Scheme.
- (b) Death benefit, of an amount published from time to time by the Council and is available through the Building and Civil Engineering Benefits Scheme.

Since the entitlement to the death benefit cover is a provision of the Working Rule Agreement, it follows that it constitutes part of the terms and conditions of employment of operatives within the steeplejack and lightning conductor engineering industry. An employer, therefore, who fails to subscribe to the Building and Civil Engineering Death Benefit Scheme (or any other scheme that provides the same benefits), shall himself be liable for the benefit in the event of accidental injury or death of an operative in circumstances covered by the rules of the scheme.

**Note:** For current benefit information, visit the B&CE website at [www.bandce.co.uk](http://www.bandce.co.uk).

## **20. Pension Scheme**

Under the provisions of the Pensions Act 2011, the Government will progressively from October 2012 introduce new, statutory pension requirements. The precise date at which an employee will be required to comply with the new provisions is known as the "staging date" and the requirement will be for the employer to automatically enrol all eligible employees into an approved pension scheme with both employer and employee making at least the minimum specified contributions. An employer is required to make payment on behalf of the operative of such amount or amounts as is promulgated from time to time by the relevant parties to this agreement for the purpose of providing a retirement pension.

Such benefit is an entitlement under this agreement and the employer should normally make a payment of such amount to the B&CE People's Pension scheme. However, if the operative and the employer shall agree in writing, payment may be made to an alternative approved pension arrangement provider. In any event, the parties shall not agree to contribute less than the minimum amounts promulgated from time to time.

## **21. Fitness for Work**

Operatives must be in a state (physical, mental & emotional) which allows them to perform their

duties efficiently and in a manner which does not threaten their or others safety or health. Employers are required to protect the health, safety and welfare of their operatives and they must fully recognise their responsibilities in this respect. It is therefore recommended that employers operate a robust occupational health management system to ensure the health and well-being of the whole workforce.

## **22. Health and Safety at Work**

The Employers' and Operatives' Organisations who are signatories to the Working Rule Agreement are committed to operating sites that provide a working environment which is both safe and free from hazards for everybody within the construction industry and for members of the public. All workers, whether operatives or management, shall comply with the requirements of legislation dealing with health, safety and welfare at work

### **(a) Site Induction**

Everyone working on site will go through a health and safety induction process before they are allowed to commence work on site. This induction training will concentrate on site specific health and safety factors and will be given by appropriate personnel nominated by the employer.

### **(b) Consultation with the Workforce**

Employers' and Operatives' Organisations wish to create an industry where everyone is valued, all views are listened to and a safe and healthy working environment is the norm. Employers are committed to worker consultation on health, safety and welfare issues. Consultation mechanisms, such as toolbox talks, notice boards and other appropriate means determined by the employer, will be made known to all workers on site and details will be included in the construction phase health and safety plan.

## **23. Recognition of Trade Union Officers**

Legislation provides that recognised trade unions may appoint safety representatives to represent operatives. Provision is also made for the establishment of safety committees where a formal request, in writing, is made to an employer by a least two safety representatives who have been appointed in accordance with legislation. Trade union safety representatives are an appropriate means of consulting with those workers who are represented by a trade union, however not all workers will be represented by the appointed person and they need an alternative method of consultation.

(a) A full time officer of the Union shall by arrangement with the employer be allowed access to a site in order to carry out his trade union duties to see that the National Agreement is being properly observed. Right of access may be withheld by the employer where site security or other restrictions limit access to a particular site. The Union shall save harmless and indemnify the employer, his servants or agents from any accident, injury, or damage to property arising from their officer's visit.

(b) Any operative who has been in the industry for a minimum period of four weeks can be appointed by the Union to serve as a shop steward and be issued with the appropriate credentials. The Union shall notify the employer in writing of such appointment with a view to the employer confirming it. The employer's confirmation shall not be unreasonably withheld or withdrawn. The duties of a shop steward whose appointment has been confirmed by the employer shall be as follows:

- i) To represent the members of the Union on the site or job where he is working and to use his best endeavours to ensure the proper observance of the National Agreement.
- ii) To consult whenever necessary with management to resolve any difficulties and to ensure at all times good industrial relations between operatives and employer on the site or job where he is working.

- iii) To keep the Union's full time officers fully informed of circumstances in the event of failure to resolve any difficulty.
- (c) The recognised trade union for all purposes is the Union of Construction, Allied Trades and Technicians (UCATT).
- (d) When requested by a signatory union, employers should provide facilities for the deduction of union subscriptions (check off) from the pay of union members.

#### **24. Industrial Action**

It is agreed that the Industry shall be exempt from any other dispute occurring. Where industrial action is taken by others and the operative's work is disrupted by such industrial action, paragraph (a) of Appendix 2 shall apply.

#### **25. Registration of Operatives and Recognition of Agreement**

Employers and Trade Unions are committed to improving the industry's safety record. Toward this end major contractors are insisting that all those employed on their sites hold a current Construction Skills Certification Scheme CSCS registration card. To be issued with such a card the operative must have passed a safety awareness test within two years of applying, or reapplying for a CSCS card. The CSCS card remains valid for five years and for the CSCS card to be renewed the operative must have passed a further safety awareness test within the previous two years.

All employees should hold the appropriate CSCS card for their skill level, NVQ qualifications are available for all steeplejack & Lightning Protection engineers and such qualifications are required to obtain appropriate skills CSCS cards.

#### **26. Interpretation of Agreement**

The National Joint Council shall be responsible for interpretation of this Agreement and settlement of disputes or differences arising out of the operation of the Agreement.

#### **27. Duration of Agreement**

- (a) This Agreement may be terminated by either party giving to the other six months notice in writing to expire at any time.
- (b) In the event of either party desiring any alterations or modifications in the terms of this Agreement such alteration or modification shall be considered by the National Joint Council immediately following the annual review of wages and conditions in the Building Industry.
- (c) At least three months notice of any such proposed alterations or modifications to this Agreement shall be given in writing to either of the Joint Secretaries.

**THE NATIONAL FEDERATION OF MASTER STEEPLEJACKS AND LIGHTNING CONDUCTOR ENGINEERS**

M. J. FULLER            President  
D. S. DUNSMORE        Secretary

**THE UNION OF CONSTRUCTION, ALLIED TRADES AND TECHNICIANS**

A. WILLIAMS            Operatives' Secretary  
D.A. SANDERSON       National Officer

JUNE 1977

Amended version approved on behalf of:

**THE NATIONAL FEDERATION OF MASTER STEEPLEJACKS AND LIGHTNING CONDUCTOR ENGINEERS**

M. BEAUMONT           President  
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**THE UNION OF CONSTRUCTION, ALLIED TRADES AND TECHNICIANS**

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14 APRIL 1993

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R WOLLERTON          Secretary

**THE UNION OF CONSTRUCTION, ALLIED TRADES AND TECHNICIANS**

G. B. BRUMWELL       Operatives' Secretary  
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1 NOVEMBER 2000

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**ASSOCIATION OF TECHNICAL LIGHTNING AND ACCESS SPECIALISTS (ATLAS)**

G FISHER               President  
R CATT                 Secretary

**THE UNION OF CONSTRUCTION, ALLIED TRADES AND TECHNICIANS**

A RITCHIE              National Officer

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**THE UNION OF CONSTRUCTION, ALLIED TRADES AND TECHNICIANS**

Steve Murphy          Operatives Secretary  
Andrew Fisher          National Officer

29 JANUARY 2013

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OCTOBER 2015

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**THE UNION OF CONSTRUCTION, ALLIED TRADES AND TECHNICIANS**

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MARCH 2016

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J HARFIELD                      President

**THE UNION OF CONSTRUCTION, ALLIED TRADES AND TECHNICIANS**

Andrew Fisher              National Officer

JULY 2016

## Appendices

### Appendix 1 – Current Promulgation Notice

# NATIONAL JOINT COUNCIL FOR THE STEEPLEJACK & LIGHTNING CONDUCTOR ENGINEERING INDUSTRY

## PROMULGATION NOTICE NUMBER 2

**JULY 2015**

The National Joint Council has agreed a wage settlement for steeplejacks and lightning conductor engineers which shall take effect **from Friday 1 July 2016.**

Pay	Rate	Increase from 2015
Advanced Steeplejack (NVQ Level 3)	£14.09 per hour	£0.21
Steeplejack (NVQ Level 2)	£11.81 per hour	£0.17
Trainee over 21	£9.62 per hour	£0.14
Trainee over 21 after 6 months	£9.86 per hour	£0.15
Advanced Lightning Protection Engineer (NVQ Level 3)	£11.33 per hour	£0.17
Lightning Protection Test Engineer (NVQ Level 3)	£10.66 per hour	£0.16
Lightning Protection Engineer (NVQ Level 2)	£10.07 per hour	£0.15
Trainee over 21	£8.52 per hour	£0.13
Trainee over 21 after 6 months	£8.76 per hour	£0.13

Sick Pay	Rate	Increase from 2015
First two weeks	£19.34 per day	£0.29
Thereafter	£22.76 per day	£0.34

Pension	Rate	Increase from 2015
Matching Funding Element	£10.00 per week	£0.00

Supervisor (Chargehand) Supplement	Rate	Increase from 2015
Supervisor (Chargehand) supplement	£1.09 per hour	£0.02

HMRC has agreed that new Lodging Allowance rates will take effect from Friday 1 July 2016. Please note that the lodging allowance includes subsistence payments.

Lodging Allowance	Rate	Increase from 2015
Outside the M25 boundary	£38.25 per night	£0.39
Inside the M25 boundary	£44.00 per night	£1.44

**Note:** This Appendix is reissued by ATLAS following any promulgation by the NJC of changes to the rates. For the most up to date information, please ensure this is a current issue of this Appendix.

## Appendix 2 – Local Travelling Allowance

Where entitled, an operative will receive a local travelling allowance to be paid at the standard hourly rate plus fares, as set out in the agreed settings below \*.

Distance is calculated from the operative's home or the employer's reasonable nominated base to the site, and from the site to the operative's home or the employer's reasonable nominated base.

In every case where an operative is entitled to a local travelling allowance, he or she shall be ready to commence work on site at the normal starting time.

### Agreed Setting for Travelling:

Distance	Travelling Time	Allowance
Up to 6km	0	Nil
Over 6 and up to 13km	0.5 hour per day	Standard hourly rate
Over 13 and up to 19km	0.75 hour per day	Standard hourly rate
Over 19 and up to 24km	1 hour per day	Standard hourly rate
Over 24 and up to 32km	1.25 hours per day	Standard hourly rate
Over 32km	By mutual agreement	Standard hourly rate

\* Employers should carry out regular pay audits to ensure that total payment made to operatives for all hours worked, including travelling time, does not fall below the National Minimum Wage.

## Appendix 3 - Disciplinary Procedure (Points for Guidance)

**Note:** Some members may have their own documented company procedure and the following is offered as a model of good practice and in line with ACAS recommendations.

It is recognised that, in order to maintain high standards of efficiency, safety, quality and good morale, the employer has the right to discipline any operative:

- Who fails to perform his or her duties and responsibilities competently and in accordance with the instructions of the employer; and/or
- Whose behaviour is unsatisfactory; and/or
- Who fails to make appropriate use of the disputes' procedure for the resolution of questions arising without recourse to strike or other industrial action?

It is equally recognised that the employer must exercise this right with fairness and care.

Cases of minor misconduct or unsatisfactory performance are usually best dealt with informally. A quiet word is often all that is required to improve an operative's conduct or performance. The informal approach may be particularly helpful in small firms, where problems can be dealt with quickly and confidentially. There will, however, be situations where matters are more serious or where an informal approach has been tried and is not working.

If informal action does not bring about an improvement, or the misconduct or unsatisfactory performance is considered to be too serious to be classed as minor, the employer should provide the operative with a clear signal of their dissatisfaction by taking formal action as follows:-

**Note:** The employer should not take any disciplinary action before carrying out a full investigation into the matter for which the disciplinary hearing is to be held. If appropriate, the employer should give consideration to the use of mediation to assist in resolving the matter.

Where there is cause to take disciplinary action, the employer will give the operative adequate written notice of the date, time and place of the disciplinary hearing. The notice must contain details of the complaint against the operative and advise of the right to be accompanied at the hearing or appeal stage by either a trade union representative or a work colleague. Prior to the disciplinary hearing the operative should be given copies of any documents that will be produced at the hearing. Where possible, the employer should allow a companion to have a say in the date and time of the hearing. If the companion cannot attend on a proposed date, the operative can suggest an alternative time and date so long as it is reasonable and it is not more than five working days after the original date.

Discipline shall normally be applied in accordance with the following procedure.

### 1. Disciplinary Action and Stages

Disciplinary action will comprise the following stages (unless 4 is applicable):

- (a) a written warning
- (b) a final written warning,
- (c) dismissal

Following each of the above stages, the employer will notify the operative of the decision in writing including the right of appeal under 3. The employer shall deal with disciplinary matters without undue delay.

Where an operative has been accompanied at a disciplinary or appeal hearing by a trade union representative, the employer shall provide the representative or the trade union with a copy of any letter of warning or dismissal providing the operative gives express permission.



## **2. Duration of Warnings**

Warnings will normally be discarded after six months in the case of a written warning and 12 months in the case of a final written warning.

## **3. Right of Appeal**

The operative shall be advised of the right of appeal at every stage of the procedure.

Where the employer's organisational structure allows, the appeal should be heard by a senior manager/director of the employer who has not been involved in the disciplinary procedure. The request for an appeal must be made in writing within five working days of the date of the disciplinary decision. The employer will inform the operative of the final decision in writing

## **4. Serious Misconduct**

In exceptional circumstances and if the matter is sufficiently serious, a final written warning may be issued in the first instance.

## **5. Gross Misconduct**

**5.1** In certain circumstances the conduct may be so serious as to be referred to as gross misconduct. In such circumstances the first two stages of the disciplinary procedure, written warning and final written warning, may be omitted and the operative may be summarily dismissed without notice or pay in lieu of notice, but only after following a fair disciplinary process in line with the ACAS Code of Practice. The employer will notify the operative of the alleged gross misconduct in writing and arrange a disciplinary hearing. Also the employer will advise the operative of his right to be accompanied at the disciplinary hearing or appeal stage by either a trade union representative or a work colleague (7).

**5.2** Set out below is a list, although not exhaustive, of behaviour, which will be considered by the employer to be gross misconduct:

- being under the influence of alcohol or other stimulants or illicit drugs during working hour
- physical violence – actual or threatened
- violent, disorderly or indecent conduct
- deliberate damage to property
- theft, fraud or falsification of company records, documents or time sheets
- serious breach of confidence (subject to the Public Interest Disclosure legislation)
- removal from company sites or other premises of property belonging to the company, fellow operative, client, sub-contractor, supplier or other without the approval of the employer
- serious breach of the employer's safety policy, rules or regulations
- bringing the employer into serious disrepute
- acts of incitement to or actual acts of discrimination on grounds of sex, race, religion, belief, colour, ethnic origin, disability, age or sexual orientation
- serious bullying or harassment
- serious carelessness resulting in loss or damage – or potential loss or damage
- serious insubordination
- misuse of the employer's or client's property or name.

Summary dismissal means termination of employment without notice or pay in lieu of notice. In circumstances where a gross misconduct is alleged to have occurred the operative will be suspended on full pay whilst an investigation is carried out prior to a disciplinary hearing

## **6. Shop Stewards**

Where it is proposed to take disciplinary action against a duly appointed Shop Steward, or other trade

union official then, before doing so, the employer shall notify the appropriate full time official of the trade union concerned.

## **7. The Accompanying Person (The Companion)**

Accompanying an operative at a disciplinary hearing is a serious responsibility and the companion is entitled to a reasonable amount of paid time off to fulfil this responsibility. The time off should not only cover the hearing but also allow a reasonable amount of time to become familiar with the case and confer with the operative before the hearing. The operative must inform the employer in advance of the hearing of the identity of the proposed companion.

Companions have an important role to play in supporting the operative and should be allowed to participate as fully as possible the hearing in order to:

- Put the operative's case
- Sum up the operative's case
- Respond on the operative's behalf to any view expressed at the hearing.

The companion may confer privately with the operative, either in the hearing room or outside. The companion has no right to answer questions on the operative's behalf.

## **Appendix 4 - Grievance Procedure (Points for Guidance)**

**Note:** Some members may have their own documented company procedure and the following is offered as a model of good practice and in line with ACAS recommendations.

### **Procedure**

Grievances are concerns, problems or complaints that operatives raise with their employers. Any issue which may give rise to or has given rise to a grievance (including issues related to discipline) affecting the employer's workplace and operatives employed by that employer at that workplace shall be dealt with in accordance with the following procedure.

Operatives should aim to resolve most grievances informally with their line manager. This has advantages for all work places, particularly where there might be a close working relationship between a manager and operative. It also allows for problems to be resolved quickly.

If appropriate the employer should give consideration to the use of mediation to assist in resolving the matter.

If a grievance cannot be settled informally, or the matter is considered sufficiently serious, the following procedure should be followed:

#### **Step 1**

The operative must write to the employer setting out the details of the grievance or complaint.

#### **Step 2**

The employer must investigate the allegations detailed in writing by the operative and arrange a meeting with the operative at the earliest practicable opportunity.

The employer shall arrange a meeting and advise the operative of the right to be accompanied at the meeting by either a trade union representative or work colleague (WR.22.3).

Where possible, the employer should allow a companion to have a say in the date and time of the hearing. If the companion cannot attend on a proposed date, the operative can suggest an alternative time and date so long as it is reasonable and it is not more than five working days after the original date

#### **Step 3**

Following the meeting the employer shall write to the operative with a decision on their grievance and notify the operative of the right of appeal against that decision if the operative is not satisfied with it.

### **Appeals**

#### **Step 1**

If the operative wishes to appeal against the employer's decision then the operative must write to the employer within five working days of the operative receiving the employer's written decision.

#### **Step 2**

The employer shall arrange a meeting at a time, date and place convenient to the operative and advise the operative of the right to be accompanied at the meeting by either a trade union representative or work colleague (WR.22.3). As far as is reasonably practicable the appeal should be with the most senior appropriate manager/director who has not previously been involved in the matter.

### **Step 3**

Following the meeting the employer shall write to the operative with a decision on the grievance, which shall be regarded as the final stage of the grievance procedure.

#### **The Accompanying Person (The Companion)**

Accompanying an operative at a grievance hearing is a serious responsibility and the companion is entitled to a reasonable amount of paid time off to fulfil this responsibility. The time off should not only cover the hearing but also allow a reasonable amount of time to become familiar with the case and confer with the operative before the hearing. The operative must inform the employer in advance of the hearing of the identity of the proposed companion. Companions have an important role to play in supporting the operative and should be allowed to participate as fully as possible in the hearing in order to:

- Put the operative's case
- Sum up the operative's case
- Respond on the operative's behalf to any view expressed at the hearing.

The companion may confer privately with the operative, either in the hearing room or outside. The companion has no right to answer questions on the operative's behalf.

#### **Raising a Grievance**

Setting out a grievance in writing is not easy – especially for those operatives whose first language is not English or have difficulty expressing themselves on paper. In these circumstances the operative should be encouraged to seek help, for example from a work colleague or a trade union representative. Under the Disciplinary Discrimination Act 1995 employers are required to make reasonable adjustments which may include assisting operatives to formulate a written grievance if they are unable to do so themselves because of a disability.

#### **Collective Grievances or Disputes**

Any issue which may give rise to or has given rise to a written grievance involving more than one operative or interpretation of the Working Rule Agreement affecting the employer's workplace and operatives employed by the employer at that workplace shall be dealt with in accordance with the following procedure.

There shall be no stoppage of work, either partial or general, including a go-slow, strike, lock out or any other kind of disruption or restriction in output or departure from normal working, in relation to any grievance unless the grievance procedure has been fully used and exhausted at all levels

Every effort should be made by all concerned to resolve any issue at the earliest stage. To assist in the speedy resolution of a collective grievance the matter should be referred to a steward, if appointed or a full time trade union representative where no steward is appointed.

A written record shall be kept of meetings held and conclusions reached or decisions taken. The appropriate management or trade union representative should indicate at each stage of the procedure when a response to questions arising is likely to be given, which should be as quickly as practicable.

#### **Stage 1**

If the matter then remains unresolved, and has not already been referred to a full time trade union representative, the shop steward shall report the matter to the appropriate full time trade union representative who shall, if he considers it appropriate, pursue any outstanding issue with the employer or his nominee. The employer shall be advised in writing of the issue(s).

## **Stage 2**

Failing resolution of the issue at stage 1 and within 28 days or such further period as may be agreed between the parties, the full time local union representative shall report the matter up to the appropriate senior full time union representative and to an appropriate representative of the employer. Such senior trade union representative, if there are good grounds for so doing, shall pursue the issue with the appropriate representative of the employer.

Where a collective grievance reaches this stage it would be appropriate for each party to the grievance notify the appropriate NJC joint secretary of the grievance.

## **Stage 3**

Failing resolution of the issue at stage 2 and within 28 days, or such further period as may be agreed between the parties, the senior trade union representative concerned shall, if it is decided to pursue the matter further, put the issue in writing to the employer and it is the duty of such representative and/or the employer to submit the matter, as quickly as practicable, to the Council for settlement.

The decisions of the Council shall be accepted and implemented by all concerned.

## **Appendix 5 - Sickness and Injury Payment Scheme**

### **1. General Description of the Scheme**

Subject to the provisions and qualifying conditions set out below, operatives after 8 weeks service with their employer are entitled to up to 10 weeks industry sick pay per year for absence due to sickness or injury.

Industry sick pay is in addition to any statutory sick pay payable.

The industry sick pay day rate is set out in Appendix 1.

### **2. Relationship of Industry Sick Pay with Statutory Sick Pay**

Any industry sick pay ('sick pay') due under paragraph 5 below shall be paid in addition to any statutory sick pay ('SSP') that may be payable in respect of the same day.

The aggregate amount of SSP plus Industry Sick Pay shall not exceed a normal week's pay in accordance with Appendix 1.

### **3. Qualifying Days**

For the purpose of both this Appendix and the SSP Regulations the 'qualifying days' that shall generally apply in the industry are Monday to Friday in each week.

### **4. Amount of Payment**

An operative who during employment with an employer is absent from work on account of sickness or injury shall, subject to satisfying all the conditions set out in paragraph 6 below, be paid for each qualifying day of incapacity for work the appropriate proportion of the weekly rate set out in Appendix 1. For this purpose the appropriate proportion due for a day shall be this weekly rate divided by the number of qualifying days specified under paragraph 3 above.

### **5. Notification of Incapacity for Work**

An operative shall not be entitled to payment under this Rule unless during the first qualifying day in the period of incapacity his employer is notified that he is unable to work due to sickness or injury and when the incapacity for work started. Thereafter, the operative shall, at intervals not exceeding one week throughout the whole period of absence, keep the employer informed of his continuing incapacity for work. Where the employer is notified later than this Appendix requires, he may nevertheless make payment if satisfied that there was a good cause for the delay.

### **6. Certification for Incapacity for Work**

The whole period of absence from work shall be covered to the satisfaction of the employer by a certificate or certificates of incapacity for work. For the first seven consecutive days of sickness absence, including weekends and public holidays, a self-certificate will normally suffice for this purpose. Any additional days of the same period of absence must be covered by a certificate or certificates given by a registered medical practitioner.

### **7. Qualifying Conditions for Payment**

An operative shall not be entitled to sick pay unless the following conditions are satisfied:

- (a) The incapacity has been notified to the employer in accordance with paragraph 5 above
- (b) That the requirements of paragraph 6 above to supply certificate(s) of incapacity for work have been complied with
- (c) The first three qualifying days (for which no payment shall be due) have elapsed in each period of absence except where, under SSP absence linking arrangements, qualifying days are not applicable
- (d) That none of the qualifying days concerned is a day of annual or public holiday granted in accordance with the respective provisions of this Working Rule Agreement
- (e) That the incapacity does not arise directly or indirectly from insurrection of war, the operatives own misconduct, any gainful occupation outside working hours or participation in sports or games
- (f) That the operative, in the period of eight pay weeks ending with the pay week immediately prior to that in which the absence from work starts has been in continuous employment with his/her present employer and has, for a minimum of four pay weeks, been available for work or absent with good cause for four or more normal working days in each of these weeks. A pay week which includes one or more qualifying days, that is waiting day(s) or day(s) in respect of which sick pay is payable, does not count in determining the minimum of four pay weeks referred to above.
- (g) That the limit of payment in the industry sick pay year has not been reached. The limit of payment is 50 days (10 weeks x 5 days Monday - Friday) for an operative who has been in continuous employment within the industry from the beginning of the industry sick pay year. For an operative who commences employment within the industry part way through the industry sick pay year, the limit of payment will be proportionate. This will be calculated by the number of complete calendar weeks from the employment commencement date to the end of the industry sick pay year divided by 52 and multiplied by 50 days with the result rounded up to the nearest full day.

## **8. Points for Guidance**

- (a) The employment of an operative should not in normal circumstances be terminated simply to avoid the obligation under this Appendix to make payment during a period of absence due to sickness or injury.
- (b) While the qualifying days will generally be the same five days as those which form the normal week of guaranteed employment (that is Monday to Friday) it is accepted that there might be certain exceptions e.g. where the particular circumstances of the work place require continuous six or seven day working. In these situations it would be in order, where there was mutual agreement, for other days to be regarded as 'qualifying days' for the purposes of this Appendix and SSP.
- (c) A self-certificate does not by itself constitute notification. A self-certificate means a signed statement made by the operative, in a form that is approved by the employer that he has been unable to work due to sickness/injury for the whole period specified in the statement.