

**The Joint Industry Board for  
Plumbing and Mechanical  
Engineering Services  
in England and Wales**



**Statement of Terms and Conditions of  
Employment**

(Pursuant to the Employment Rights Act 1996)

**Name of EMPLOYER**  
**Issuing this statement:**

**Name of OPERATIVE**  
**Signing this statement:**

## STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT

(Pursuant to the Employment Rights Act 1996)

Date Statement Issued:

1. **EMPLOYER:** **Name**   
**Address**

2. **EMPLOYEE:** **Surname**  **Forenames**   
**Address**  **NI Number**   
**Date of Birth**

3. **DATE OF COMMENCEMENT OF EMPLOYMENT:**   
 If your previous Employer is the same Company or is an Associated Employer (*as defined in section 231 of the Employment Rights Act 1996*) your previous employment counts towards your period of continuous employment. In these circumstances your continuous employment began from and including:

4. **PLACE OF WORK AND AGREED CENTRE:**   
 Your Place of Work and Agreed Centre in accordance with the National Working Rules (NWR) – 8.3.4 is as shown above and under this agreement you may be transferred to work at any location where your Employer has a contract (NWR – 6.1).

5. **JOB TITLE:**  \* (Please enter the JIB-PMES/UK-PHMES CSCS Grade or Category)  
 Your Job Title as shown above is dependent on your grade or category as determined from time to time by the JIB-PMES and as shown on your current JIB-PMES/UK-PHMES CSCS Registration Card – the expiry date of which is currently:

6. **TERMS AND CONDITIONS OF EMPLOYMENT:** Are those contained in this agreement and the NWRs of the JIB- PMES, as amended from time to time by its promulgations and which are incorporated into these terms and conditions of employment. To the extent of any inconsistency between the JIB-PMES’s NWRs and this statement, this statement shall prevail.

7. **CURRENT RATE OF PAY:** Applicable to your grade or category as shown in Clause 5 is:  £  Per hour

8. **CURRENT BASIC HOURS:** Monday to Friday inclusive, are 37½ Hours per week, as per NWR 1.1

9. **ALLOWANCES etc.** You will receive payment for these as set out in NWR 8, as they arise at the current rate applicable.

10. **PAYMENT** of amounts due under this agreement will be made weekly in arrears.

11. **OVERTIME** which must be authorised is payable in accordance with NWR 3 as follows:

a] - Monday to Friday, overtime hours worked up to 8.00pm. - All hours worked on a Saturday from normal starting time up to 1.00 pm	<b>1½ x Current Rate of Pay per Hour</b>
b] - Any day for all hours worked after 8.00pm. - All hours worked after 1.00 pm on a Saturday and all hours worked on a Sunday.	<b>2 x Current Rate of Pay per Hour</b>

12. **INCENTIVE BONUS SCHEME:** Any Incentive Bonus Scheme applicable to your job or work will be in accordance with NWR 8.2. Full details of such schemes will be given to you as they arise.

13. **ANNUAL HOLIDAYS:** In accordance with NWR 5, you are entitled to  days leave per year. 8 of these days will be set aside for bank/public holidays. Bank/public holidays are accrued separately to annual leave (see NWR 5.2). Payment for annual leave holidays is defined under NWR 5.3.

Due to the nature of the industry, your employer may set shutdown periods for which you will be required to use your leave entitlement. These are usually at Easter and Christmas and will be notified to you by your employer.

14. **ADDITIONAL HOLIDAY PAY:** If you are a current member of Unite the Union at the time a holiday is taken you will currently be entitled to receive Additional Holiday Pay of  £ for each holiday pay credit purchased for and attributable to that holiday.

15. **PAYMENT FOR ANNUAL HOLIDAYS:** Your 24 days of ‘Annual Holiday’ entitlement is also classified as “Statutory” holidays, payment for which is calculated in accordance with the provisions of the Working Time Regulations 1998 (NWR 5.1).

**Note:** Where the Employer purchases Holiday Credits for the Employee, that part of payment for Annual Holidays (including bank/public holidays) and, if applicable, Additional Holiday Pay, which is derived from or funded by the JIB-PMES Holiday Pay scheme is NOT SUBJECT TO PENSION CONTRIBUTIONS.

- 16. INDUSTRY SICK PAY:** In addition to Statutory Sick Pay (SSP), you are entitled to sick pay in accordance with NWR.9. Payment by the Employer will be made from and including the fourth day of continuous sickness absence except where the illness is linked, and will be paid on a seven day week basis, including Saturdays and Sundays, at the rate attributable to Grade or Category at the time you are first ill. Currently the amount payable in respect of your Grade or Category for any one continuous period of sickness absence is as follows:  
For the first 28 weeks  per week
- 17. ACCIDENTAL DISMEMBERMENT AND ACCIDENTAL PERMANENT TOTAL DISABILITY BENEFITS:**  
In accordance with NWR 9 you are covered for these benefits. The amount currently payable in respect of each benefit is:  
Dismemberment:   
Permanent total disability:
- 18. FINANCIAL ASSISTANCE FOR LOSS OF TOOLS:** Providing you possess a current valid JIB-PMES/UK-PMES CSCS Registration Card, you will be entitled to receive an amount towards the cost of replacing stolen or lost tools as defined by the JIB-PMES Tool List, and in accordance with the terms and claim conditions of the JIB-PMES tool replacement scheme from time to time.  
The maximum amount currently payable is  (the EMPLOYEE is responsible for obtaining a JIB-PMES/UKPHMES CSCS Registration Card ).
- 19. PENSION:** You will be auto-enrolled in the pension scheme operated by your employer, unless you choose to 'opt out' within the first month of being auto-enrolled. The rate of pension contribution will be:
- Employer 7.5%
  - Employee 3.75%
- as stipulated in NWR 10.1.
- 20. DEATH IN SERVICE BENEFIT:** After 5 weeks employment has been completed, you will be covered by the JIB-PMES death in service benefit scheme (providing your employer is up to date with Holiday Credit or Welfare Benefit payments on your behalf). Under this scheme, a fixed amount of death benefit (currently £40,000) is payable if you die. You are strongly advised to complete and return the Death in Service benefit 'Nomination Form', to express your wishes as to the recipient of the Death in Service benefit.
- 21. NOTICE TO TERMINATE** this Employment shall be given in accordance with NWR 6.3 and shall be the greater of your entitlement under NWR 6.3 or one week for every completed year of service. On termination of employment you shall be paid all outstanding amounts due to you in respect of hours worked and allowances due. In addition, upon termination, you are entitled to be given by your Employer - either a statement of the balance of your outstanding Holiday Pay being held by the JIB-PMES or possession of the un-cashed parts of your JIB-PMES Holiday/Benefits Cards for which you have not received Annual Holiday Pay, with Holiday Credits, as appropriate, being purchased up to the date your employment terminated. The Employer reserves the right on termination of employment for whatever reason to withhold from sums owed to you, training costs recoverable as determined by NWR 6.5
- 23. DISCIPLINARY RULES:** The Disciplinary Rules of your Employer with which you will comply, are as set in your Employer's rules which you acknowledge you have received and read. Any grievance arising from any disciplinary decision should be raised in the manner set out in your employer's Disciplinary Rules.
- 24. ANY DISPUTE, DIFFERENCE OR GRIEVANCE** arising out of the TERMS AND CONDITIONS of your EMPLOYMENT should be raised verbally with your immediate supervisor and shall in turn be subject to NWR 13.12 and NWR 14.
- 25. ANY CHANGES TO THE TERMS** of your employment will be notified to you in writing within one month of any change (except where such change is by virtue of an alteration to NWR or by a promulgation of JIB-PMES).

### EMPLOYEE STATEMENT

I agree that the terms and conditions set out above in this document, a copy of which I have received, and those contained in the other documents expressly referred to are the terms and conditions of my employment.

Employee Signature:

Date:

## **Guidance Notes**

1. This is an **IMPORTANT DOCUMENT** and should be kept in a safe place.
2. The following documents should be given to the employee as they constitute an integral part of this statement:
  - a) The latest edition of the Industry's National Working Rules as published by the JIB-PMES from time to time.
  - b) Details of the company pension scheme; together with letters accepting or opting out of the relevant pension scheme.
  - c) A copy of a the 'Nomination Form' for the beneficiary of JIB-PMES Death in Service Benefit
  - d) The Employer's Disciplinary and Health and Safety Rules.
  - e) An application form etc. for Grading and Registration by the JIB-PMES.
  - f) Relevant promulgations of the JIB-PMES.
  - g) Explanatory literature on the JIB-PMES Holiday Pay Scheme and the benefits provided.
  - h) Details of any approved Incentive Bonus Scheme that may apply.
3. **COMPLETION OF STATEMENT**

Please complete this statement by entering the appropriate details in BLOCK CAPITALS in the shaded areas using a ballpoint pen ensuring that writing is legible. After completion, copies of the statement should be distributed accordingly, ensuring the names of the Employer and the Operative have been entered on the front page of each, for ease of reference. The information necessary to complete this statement should be available from the latest JIB-PMES promulgations etc.
4. **PROVIDING ANNUAL HOLIDAY PAY THROUGH THE JIB-PMES HOLIDAY PAY SCHEME (*JIB-PMES HOLIDAY CREDIT PARTICIPANT EMPLOYERS ONLY*)**

With regard to Annual Holiday Pay, operatives have a fundamental CONTRACTUAL RIGHT for their ANNUAL HOLIDAY PAY for each holiday to be FUNDED BY THE JIB-PMES HOLIDAY PAY SCHEME. This is very important because Annual Holiday Pay funded by the scheme is not subject to deductions for Pension Scheme contributions. As a result of this exemption, the operatives' NET Annual Holiday Pay will be substantially higher than normal. Non-compliance with this contractual requirement could leave an Employer open to a claim for illegal deductions from wages and may well be regarded as constituting a breach of contract. The COST OF PURCHASING CREDITS for the JIB-PMES Holiday Pay Scheme is to be BORNE BY THE EMPLOYER and must not be deducted from the Operative's pay.
5. **OPERATIVE BENEFITS**

The Employer's contractual obligations regarding many of the benefits for Operatives are provided at NO ADDITIONAL COST through the JIB-PMES Holiday Credit Scheme or the JIB-PMES Welfare Benefit Scheme. Employers should be aware that if they do not operate either of these schemes correctly, or keep their contributions up to date, they may be liable to provide the relevant benefits (including Death in Service Benefit) from their own resources.
6. **JIB-PMES/UK-PHMES CSCS REGISTRATION CARD FOR OPERATIVES**

Operatives also have a contractual obligation to possess a current JIB-PMES/UK-PHMES CSCS Registration Card and to be graded by the JIB-PMES, since their RATE OF PAY IS DEPENDENT on their GRADED STATUS. In addition, the Registration Card is evidence of an Operative having attained the basic level of HEALTH AND SAFETY KNOWLEDGE that is now a MANDATORY REQUIREMENT of the Plumbing Industry.

Operatives who do not comply with this contractual obligation could find themselves disqualified from receiving any financial assistance in replacing lost or stolen tools. They should also be aware that they will be denied access to work on sites etc. where possession of a recognised CSCS Affiliated card is obligatory. Operatives in the either the JIB-PMES Holiday Credit or JIB-PMES Welfare Benefit Schemes will be graded and issued with a JIB-PMES Registration Card FREE OF CHARGE.
7. Abbreviations used in this document are as follows:

**JIB-PMES** - the Joint Industry Board for Plumbing Mechanical Engineering Services in England and Wales.  
**UK-PHMES** - the UK Plumbing, Heating and Mechanical Engineering Services Registration Scheme  
**CSCS** - Construction Skills Certification Scheme  
**NWRs** - the National Working Rules
8. Any reference to the male gender in this statement should be taken as applying equally to the male and female gender and is used for convenience only.
9. Please contact the JIB-PMES on 01480 476925 if you require further assistance.