



**THE JOINT INDUSTRY BOARD FOR PLUMBING  
MECHANICAL ENGINEERING SERVICES  
IN ENGLAND AND WALES**

# **NATIONAL WORKING RULES**

**2022 - 2023**

**THE JOINT INDUSTRY BOARD FOR PLUMBING  
MECHANICAL ENGINEERING SERVICES  
IN ENGLAND AND WALES**

**National Board:**

**Representatives for the Association of Plumbing and  
Heating Contractors Limited (APHC)**

**Representative from the National Federation of Builders (NFB)**

**Representatives from UNITE the Union (UNITE)**

## INTRODUCTORY NOTES

- Any reference to the male gender in any part of the text is to be taken as being equally applicable to the female gender and should not be regarded as implying any sexual bias.
- In these Working Rules, the term 'Operative' will be taken to mean an employee, who is employed by a participant employer under these Working Rules.
- The term 'Employee' refers to any other employee employed by a participant employer.
- To comply fully with the requirements of the National Working Rules, JIB-PMES Participant companies MUST purchase either Holiday Credits or Welfare Benefits from the JIB-PMES for operatives who are employed under this Agreement. By doing this, Participant companies ensure that they meet the terms and conditions of the NWRA in its entirety, and as such are entitled to pay travel and lodging allowances Tax and NIC free in accordance with guidance from HMRC.

## Notes

# JIB-PMES NATIONAL WORKING RULES 2022 & 2023

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*The contents of this Guide do not amount to authoritative statements of the law but are intended to assist both Employer and Employee in fulfilling their legal and moral obligations.*

# SECTION 1

## NATIONAL WORKING RULES

*(as updated for 2022 & 2023)*

### **RULE 1 – WORKING HOURS**

#### **1.1 Working Week**

The normal working week shall be 37½ hours consisting of five working days, Monday to Friday inclusive, each day to consist of 7½ working hours. The normal starting time shall be 8.00am but this may be varied nationally by the National JIB or locally by agreement between employer and operative according to the circumstances.

Where a job is designated a Major Project, the normal working week shall be 38 hours, Monday to Friday as detailed in Appendix C.

#### **1.2 Utilisation of Working Hours**

The hours set out in Rule 1.1 are working hours, which shall be fully utilised and shall not be subject to unauthorised 'breaks'. Time permitted for tea breaks shall not be exceeded. Bad time-keeping and/or unauthorised absence from the place of work during working hours shall be the subject of disciplinary action.

Meetings of Operatives shall not be held during working hours except by arrangement with the Job, Shop or Site Representative and with the Employer or the Employer's Representative.

### **1.3 Meal Intervals**

Meal intervals in each such working day shall be as follows:

- 1.3.1 A midday break of not less than half an hour, to be taken at a time fixed by the Employer, and shall be unpaid.
- 1.3.2 Two paid tea-breaks, not exceeding ten minutes each in duration, which shall be taken at times determined by the Employer.

## **RULE 2 – GUARANTEED WEEK**

### **2.1 Guarantee**

An Operative who has been continually employed by the same Employer for not less than one full week is guaranteed wages equivalent to their inclusive normal graded earnings for 37½ hours in any normal working week, provided that during working hours they are capable of, available for, and willing to perform satisfactorily the work associated with his usual occupation, or reasonable alternative work if his usual work is not available, as determined by the Employer and his Representative.

### **2.2 Holidays**

In the case of a week in which recognised holidays occur, the guaranteed week shall be reduced by 7½ hours for each day of holiday.

### **2.3 Industrial Action**

In the event of an interruption of work as a result of industrial action by the Operatives in the employ of an Employer who is a party to the Agreement, the guarantee shall be automatically suspended in respect of Operatives affected on the site, job or shop where the industrial action is taking place.



In the event of such interruption being caused by Operatives working under other Agreements and the Operatives covered by this Agreement not being parties to the interruption, the Employers will try to provide other work or if not able to do so will provide for the return of the Operatives to the shop or office from which they were sent. The Operatives will receive instructions as soon as is practicable as to proceeding to other work or return to the shop. If other work is not available, the Employer may suspend Operatives for a temporary period and the provisions of Rule 2.1 shall be suspended until normal working is restored or alternative work becomes available.

#### **2.4 Temporary Lay-Off**

Where an Operative is not provided with work for a complete pay week, although remaining available for work, they shall be paid in accordance with the Guarantee set out in Rule 2.1. Thereafter, following consultation with a written confirmation of the agreement from the Representatives of UNITE the Union, the Employer may require the Operative to register as an unemployed person and Rule 2.1 will not apply for the duration of the stoppage of work. Where an Operative, who has been subject to temporary layoff, is restarted, their employment will be deemed to have been continuous and no break in service will apply.

### **RULE 3 – OVERTIME AND PAYMENT**

#### **3.1 Hours**

Overtime is strongly discouraged by the Board and systematic overtime should only be introduced to meet specific circumstances and be limited to the period to which the circumstances apply, i.e. breakdown, urgent maintenance and repairs.

Employers' attention is drawn to Regulation 4 of the Working Time Regulations 1998. This Regulation states that subject to the Employer obtaining the Operative's agreement otherwise, the Operative's working time, including overtime, should not exceed an average of 48 hours in any 52 week period. It is the Employer's responsibility to make this calculation and if necessary, discuss with the Operative whether the Operative is willing to agree to "opt-out" of the 48 hour working week.

### **3.2 Payment**

- 3.2.1 (i) 37½ Hours shall be worked at normal rates in any one week (Monday to Friday) before any overtime is calculated.
- (ii) Overtime shall be paid at time-and-a-half.
- (iii) Overtime after 8pm shall be paid at double time.
- (iv) After midnight a 7½ hour rest period, starting at the time at which the work ceased and paid at normal rates of pay, shall follow night work.
- (v) All hours worked between 1.00pm on Saturday until normal starting time on Monday shall be paid at double time.
- (vi) To qualify for the rest period the night work must be within the twenty-four hour period in which the normal shift occurs.

Exceptions: For the purpose of overtime payment, an Operative shall be deemed to have worked normal hours on days when, although no payment is made by the Employer, the Operative:-

- a) Has lost time through certified sickness;
- b) Was absent with the Employer's permission;
- or** when the Operative
- c) Was on public/bank holiday;
- d) Was on a rest period for the day following continuous working all the previous night.

Where a job is designated as being a Major Project, overtime rates will apply after 38 hours are worked Monday to Friday (see Appendix C for details). All other overtime premiums are as these Working Rules.

- 3.2.2 Any Operative who has not worked five days from Monday to Friday taking into account the exceptions detailed under 3.2.1 is precluded from working the following Saturday or Sunday unless specifically required to do so by his Employer due to a shortage of labour. In such a case overtime rates as in 3.2.1 shall be payable.
- 3.2.3 Payday: Wages shall be paid on Thursday of the week following the week in which hours were worked unless a statutory holiday intervenes or if strikes or other circumstances beyond the Employer's control cause delay in payment, when payday may be Friday.

### **3.3 Call Out**

When an Operative is called to return to work after their normal finishing time and before their next normal starting time, payment for call out will be for all hours inclusive home to home, at the appropriate overtime premium.

## **RULE 4 – NIGHT SHIFT WORK**

### **4.1 Hours**

Night shift is where Operatives, other than day shift Operatives, work throughout the night for not less than three consecutive nights.

A full night shift pattern shall consist of 37½ working hours worked on 4 or 5 nights by mutual agreement with breaks for meals each night to be mutually arranged. The Employer shall agree the working hours (including breaks) on each contract.

## 4.2 Payment

Night shift shall be paid at the rate of time-and-a-third for all hours worked up to 37½ hours in any one week (Monday to Friday inclusive). Overtime shall be at the rate of double basic time.

## RULE 5 – HOLIDAY

All PHMES Craft Operatives and Apprentices are entitled to payment for 24 Annual and 8 Public Holidays as determined from time to time by the Board of the JIB-PMES.

### 5.1 ANNUAL HOLIDAYS

The current entitlement is 24 days of Annual Holidays to be taken in line with the provisions of 5.1.1 to 5.1.3 as set out below and for which payment shall be made as determined in Rule 5.3:

#### 5.1.1 Extent of Annual Holidays Entitlement

The dates at which the 24 Annual Holidays may be taken are as follows:

- 3 Extra Days of Holiday - at any time in the year
- 4 Days Spring Holiday - after 1<sup>st</sup> March\*
- 10 Days (2 weeks) Summer Holidays - between 1<sup>st</sup> May & 30<sup>th</sup> September (both dates inclusive)
- 7 Days Winter Holiday after 1<sup>st</sup> October\*

\* **Note:** *The Spring Holiday does NOT HAVE TO BE taken at EASTER and the Winter Holiday does NOT HAVE TO BE taken at CHRISTMAS.*

For the purpose of this rule Saturdays and Sundays shall not be considered as a working day or forming part of any Annual Holiday entitlement.

Where possible, the holidays shall commence at normal finishing time on Friday.

### 5.1.2 Notice

The dates of all Annual Holidays must be previously agreed with the Employer.

Operatives shall give the Employer prior notice of at least double the length of holiday to be taken - (for example four weeks notice in the case of a two week holiday).

Employers shall not be allowed to impose unreasonable timings for Annual holidays on their employees.

Where dates are mutually agreed a shorter period of notice is permissible.

- 5.1.3 The object of Rule 5.1 is to secure a rest period with pay and it is not a means by which an Operative can achieve double pay by not taking all or part of his prescribed holiday.

## 5.2 **PUBLIC HOLIDAYS (8 Days)**

The current entitlement is 8 days of Public Holidays to be taken in line with the provisions of 5.2.1 to 5.2.3. as set out below and for which payment shall be made as determined in Rule 5.3:

### 5.2.1 Extent of Public Holidays Entitlement

In general the following shall constitute the normal 8 days of Public Holidays:

- New Year's Day
- Good Friday
- Easter Monday
- May Day
- Spring Bank Holiday
- Late Summer Bank Holiday
- Christmas Day
- Boxing Day

**Note:** In 2022 there is an additional Public Holiday in celebration of Her Majesty the Queen's Platinum Jubilee. Details of this are at Appendix B (page 78).

In areas where any of these days are not normally observed as holidays in the Industry, traditional local holidays may be substituted by consultation between Employer and Operative.

#### 5.2.2 Qualification for Payment Entitlement

- a] Subject to the restrictions as defined and imposed by 5.2.2 (b) below, in order to qualify for payment, Operatives must work full-time for the normal day on the working days preceding and following the holiday, except where the Operative is absent with the Employer's permission or has lost time through certified sickness. In no case shall the Operative lose pay in excess of a single day of the holiday.

For the purpose of this Rule Operatives shall be deemed to have worked on one or both of the qualifying days if they comply with the following conditions:

- i) were absent through certified sickness;
  - ii) were on a rest period for the day following continuous working all the previous night;
  - iii) were absent with the Employer's permission;
  - iv) except where Rule 6.4 applies;
  - v) where the preceding working day was a statutory holiday when the Operatives would have to be available for work only on the day following the holiday;
  - vi) were absent on Jury Service
- b] Notwithstanding the above, the **TOTAL MAXIMUM NUMBER of DAYS** where **PAYMENT** may be **WITHHELD** for non-compliance with the qualification entitlements under Rule 5.2.2 (a) shall be **RESTRICTED to TWO DAYS** in any one Holiday Year.

### 5.2.3 Coincidence of Annual and Other Holidays

Where a Public holiday under Rule 5.2.1 coincides with part of an Operative's Annual Holiday, the Annual Holiday shall be paid as laid down in Rule 5.3 and time off in lieu of the day or days of public or other holiday shall be granted at a later date mutually agreed between the Employer and the Operative concerned, for which payment shall be a day's normal earnings in line with requirements of Rule 5.3.

Payment in lieu of the holiday shall not be permitted.

### 5.2.4 Working during Public and/or Bank Holidays

When Operatives are required to work on a paid Public Holiday within the scope of this Agreement, they shall receive wages at the following rates for all hours worked.

#### Christmas Day:

Double time and a day or shift off in lieu for which they shall be paid their normal average earnings (Rule 5.3) for the hours constituting a normal working day. The alternative day hereunder shall be mutually agreed between the Employer and the Operative concerned.

#### All other days of public holidays:

Time-and-a-half plus a day or shift off in lieu for which they shall be paid their normal average earnings (Rule 5.3) for the hours constituting a normal working day. The alternative day hereunder shall be mutually agreed between the Employer and the Operative concerned.

In the case of night shift workers required to work on a holiday, the overtime rates mentioned above shall be calculated upon the night shift rate. Time off in lieu of statutory holidays shall be paid at their normal average earnings level (Rule 5.3).

### 5.3 AMOUNT & PAYMENT of ALL HOLIDAY PAY

ALL 32 DAYS of HOLIDAY entitlement for the Year (both the 24 Days Annual & 8 Days Public) shall be calculated and paid as follows:

#### 5.3.1 Calculation of ALL HOLIDAY PAY

The **GROSS AMOUNT** of HOLIDAY PAY for **ALL 32 DAYS'** is to be **CALCULATED at the NORMAL EARNINGS LEVEL**, in accordance with and as defined in the Working Time Regulations 1998 (WTRs) -as amended - and Sections 221 to 224 of the Employment Rights Act 1996\*

Employers are responsible for making the appropriate calculation to ensure Operatives receive and are paid their normal average earnings for each holiday.

#### **\*Normal Earnings Guidance Notes**

*When calculating holiday pay to comply with the above regulations, certain additional elements other than basic flat rate pay should be included where appropriate within the calculation – for example:*

- *Remuneration from bona fide Bonus Schemes – averaged over a 12 week period.*
- *Responsibility Money*
- *Contractual variations to hours in excess of the NWR standard week.*
- *Welding Supplements*
- *Shift & Night Work Premiums*
- *Contractual and non contractual overtime*
- *Travel time*

*ITEMS which should NOT be INCLUDED are:*

- *Lodging Allowances*



### 5.3.2 Payment of Holiday Pay

The PAYMENT of All 32 Days Holiday Pay, both Annual and Public, should be funded by the Employer through the operation of the JIB-PMES Holiday Pay Scheme.

This is to take advantage of the savings on Pension Scheme Contributions which are not deductible from Holiday Pay funded by approved schemes.

### 5.3.3 JIB-PMES Holiday Pay Scheme Funding

It is IMPORTANT to note that the amount funded by the JIB-PMES Holiday Pay Scheme is NOT necessarily the gross amount payable to the Employee.

#### a) Shortfall in Funding.

Should the amount funded by the JIB-PMES Holiday Pay Scheme be LESS than the gross Holiday Pay due under 5.3.1 then the JIB-PMES Holiday Pay must be "TOPPED-UP" to equal the gross Holiday Pay due under 5.3.1

Optional arrangements are available under the JIB-PMES Holiday Pay scheme whereby the additional TOP UP pay may, if an Employer so chooses, also be funded by the Scheme.

#### b) Excess Funding.

Should the amount funded by the JIB-PMES Holiday Pay Scheme EXCEED the gross Holiday Pay due under 5.3.1, then the lower amount, as calculated under 5.3.1, shall be paid and the Employer shall retain any excess funding.

The Board will reimburse the Employer for the amount of holiday credit which has been properly paid in accordance with the terms of this agreement, provided the Board is satisfied that the claim has been made in accordance with the objects and rules of the Scheme.

#### 5.3.4 JIB-PMES Holiday Pay Scheme Objects

The object of the Scheme is to secure a rest period with pay and it is not a means by which an Operative can achieve double pay by not taking all or part of his prescribed holiday.

According to the obligations of membership of the Board, participation in either the Holiday Credit or Welfare Benefit Scheme is obligatory upon all Employers. HOLIDAYS MUST BE TAKEN.

#### 5.3.5 Operatives Covered by the JIB Holiday Pay Scheme

The Scheme shall apply to all Operatives whose rates of wages and working conditions are determined by the Board and to Apprentices in accordance with the terms of the Apprentice Training Scheme and failure to comply will be a breach of the Agreement.

Employers shall include PHMES Craft Operatives and Apprentices in the scheme immediately such employees commence employment. Thereafter weekly credits shall be purchased and maintained up to date on their behalf so that employees are covered for Annual Holiday Pay, as well as Sickness and the other benefits referred to in Rule 9.

The values and number of the JIB-PMES Scheme's Holiday Credit for each contribution period shall be determined from time to time by the Board (see *Appendix B*).

The Contribution Period, which may be varied from time to time by the Board, shall usually commence on the Monday of the third week of August in any one year and shall normally apply for a period of 52 weeks.

Visits by representatives of the Board can be made by appointment to participant Employers for the purpose of assessing the operation of the Scheme by individual firms.

Any PMES Operative in the Plumbing Mechanical Engineering Services Industry may be admitted to the Scheme at the General Manager's discretion.

## **RULE 6 – CONDITIONS OF SERVICE**

The employment of an Operative whose rate of wages and working conditions are regulated by the Board shall be upon the following conditions which shall be binding equally upon Employers and Operatives.

### **6.1 Transfer of Operatives**

At any time during the period of employment the Operative may be transferred from one job to another. Where this requires the Operative to travel more than 70 miles or lodge away from home the transfer shall be by mutual consent and not less than 14 days notice shall be given.

### **6.2 Basis of Contract**

Except as is provided in paragraph 6.3 below as to the length of notice to terminate the employment, the contract shall be deemed a contract from hour to hour and payments other than the payments prescribed under these National Working Rules shall be for time actually worked.

### **6.3 Notice**

Notice to terminate the employment shall be given by an Employer to an Operative, or by an Operative to an Employer, as the case may be as follows:

- 6.3.1 During the first week - two hours notice - by the Employer or the Operative
- 6.3.2 After the first week of employment - one day's notice - by the Employer or the Operative.
- 6.3.3 After one month's continuous employment - one week's notice - by the Employer or the Operative.
- 6.3.4 After two years continuous employment - one week's notice for each full year of continuous employment - by the Employer. One week's notice - by the Operative.

- 6.3.5 Twelve or more year's continuous employment-  
twelve weeks notice - by the Employer. One week's  
notice - by the Operative.

Periods of notice shall expire at the end of normal working hours on a Friday except in the sole case of 6.3.1 when notice shall expire at the end of normal working hours on any day.

All wages are to be paid at the expiration of the period of notice, together with holidays-with-pay statement of holiday credits and PAYE certificate, or, in lieu thereof, a statement that these will be forwarded as soon as possible.

#### **6.4 Termination of Employment and Public/Bank Holidays**

Any Operative in continuous employment whose employment is terminated by the Employer within 14 days prior to a Public and/or Bank Holiday as laid out in 5.2.1 shall receive from the Employer payment for such Public and/or Bank Holiday.

Where an Operative's employment is terminated by the Employer more than 14 days prior to a Public Holiday, the Employer's right to withhold payment shall nevertheless be restricted by the provisions of Rule 5.2.2 (b) and statutory compliance with the Working Time Regulations.

#### **6.5 Recovery of Direct Cost of Training for Operatives**

##### **6.5.1 General –Training for Skilled Operatives**

Employers are encouraged to provide an ongoing programme of training to skilled operatives so as to allow them to acquire new skills and update existing ones. This is to the benefit of employers and the industry generally.

##### **6.5.2 Recovery of Direct Training Costs for Statutory Training where Operative leaves.**

Where the Employer has incurred Training Course Fees with regard to gas training or any other training required by law, for employed Operatives, the

Employer may recoup some or all of those costs from the Operative should the Operative decide to leave the employment of the Employer within a period of five years of acquiring a qualification or skill related to the training undertaken. The amount to be repaid by the operative cannot be more or over a longer period than the formula applied below and is to be taken from the date of termination.

<u>Leave Within</u>	<u>Reimbursement %</u>
Up to 1 year	100%
Up to 2 years	80%
Up to 3 years	60%
Up to 4 years	40%
Up to 5 years	20%

Note:

*Employers should obtain written signed individual agreements from operatives to repay statutory training costs in accordance with the above formula. A sample form to be used by employers for this purpose is available from the JIB-PMES on request.*

## **6.6 Bereavement Leave**

As a guide, employers are encouraged to consider payment of basic rate during absence in respect of bereavement in accordance with the following scale. In the event of the death of a spouse/partner or child and where the operative has the responsibility for dealing with the funeral arrangements up to **five days** paid leave may be granted. In the event of the death of a parent or parent of spouse/partner and where the operative has responsibility for funeral arrangements up to **three days** may be granted.

## **RULE 7 – SAFETY AND WELFARE**

### **7.1 Employers' and Operatives' Obligations**

The Employer shall comply with the current requirements of the Construction (Health and Welfare) Regulations, regarding safety, health and welfare facilities.

Employers have a duty to ascertain and comply with their responsibilities under the relevant Statutes and Regulations and conditions of their contract and Operatives have a duty to ascertain and comply with their responsibilities under the relevant Statutes and Regulations and conditions of their employment before commencing work on a site.

Operatives must observe their Employer's safety instructions to ensure the safety of themselves and their fellow Operatives. Operatives must use and not misuse facilities provided for their safety, health and welfare. Operatives failing to comply will be subject to the Employers' Disciplinary Procedures.

### **7.2 Personal Protective Equipment**

Where there is a statutory obligation upon the Employer to provide protective clothing and/or safety equipment, it will be provided free of charge.

Operatives will be required to ensure that they have this clothing and equipment available and to wear/utilise such items at all times that it is required as determined by statute, local conditions and risk assessments.

Operatives in breach of this Rule shall be subject to the Employer's disciplinary procedures.

Where Operatives are required to work in muddy conditions they will be provided with rubber boots and in rain with waterproof clothing.

The loss of any of these articles by virtue of his own negligence will render the person to whom they had been issued liable for their replacement.

Operatives are expected to provide themselves with suitable clothing during the course of their employment.

### **7.3 Safety Representatives**

The election of Safety Representatives is to be encouraged by Participant Employers and where appointed they shall be provided by the Employer with such information, instruction and training as is reasonably practicable to ensure the health and safety at work of all Employees. Safety representatives, when elected, are accredited by the UNITE the Union regional officer. Time off taken during Safety Representative's working hours for the purpose of performing his functions as Safety Representative or undergoing approved training, shall be paid at normal time rates.

## **RULE 8 – WAGES AND ALLOWANCES**

### **8.1 Graded Rates of Wages**

The national standard rates of pay for each grade of Operative and Apprentices shall be those made by the Board and currently applicable.

Employers are not permitted to pay, nor Operatives to receive, any rate other than the national standard rate. Additional payments and deductions shall be as permitted by these Working Rules.

The current national standard graded rates of wages shall be separately published. (See Appendix A, Section 1).

### **8.2 JIB Incentive Pay schemes**

#### **a) Responsibility/Incentive Pay Allowance**

Employers may, in consultation with the Operative concerned, enhance the basic graded rates of pay by the payment of an additional amount, as per the bands

shown below, where it is agreed that their work involves extra responsibility, productivity or flexibility.

		From 3 <sup>rd</sup> Jan 2022	From 2 <sup>nd</sup> Jan 2023
<b>Band 1</b>	an additional rate per hour of	up to £0.33	up to £0.34
<b>Band 2</b>	an additional rate per hour of	£0.34 to £0.55	£0.35 to £0.57
<b>Band 3</b>	an additional rate per hour of	£0.56 to £0.82	£0.58 to £0.84
<b>Band 4</b>	an additional rate per hour of	£0.83 to £1.07	£0.85 to £1.10

This allowance forms part of an Operative's basic rate of pay and shall be used to calculate premium payments. It is payable on the following basis:-

**EITHER**

On a contract-by-contract basis. In this instance, agreement shall be reached between the Employer and Operative prior to, or at the commencement of, a contract and shall be for the duration of that contract only.

**OR**

On an annual review basis. At a mutually agreed time, the Employer and Operative shall agree what level of performance is to be achieved and the level of additional allowance to be applied. This shall then be subject to an annual review, during which the incentive element can be maintained, increased, reduced or removed.

b) Major Project Performance Payment

Where a job is designated a Major Project, Operatives shall receive, in addition to their hourly graded rates of pay, a Major Project Performance Payment, the rate of which and conditions of, are outlined in Appendix C.



- c) Incentive Bonus Schemes  
Bona fide incentive bonus schemes only may be operated, subject to the approval of the Board - (see *Appendix D*).

Any combination of the Incentive schemes above may be utilised by an Employer in consultation with their Operatives, except where a Major Project Supplementary Site Agreement prohibits any other Incentive Pay Scheme.

### **8.3 Daily Travelling Allowances, Lodging Allowances & Definition of Centre**

- 8.3.1 Journeys of less than 70 miles  
Except where his Centre is the Job, an Operative who is required by his Employer to travel daily up to 70 miles to the Job, shall be paid Fares/Mileage Allowance and Daily Travelling Allowance as stated below:

- a) Fares  
Return travelling fares (cheapest available) for all journeys from his Centre to the Job.

Fares shall not be payable where alternative transport is provided as set out in Rule 8.3.3

The Employer is obliged to pay Fares as outlined above for the cost of journeys using public transport even where Daily Travelling Time Allowances are not payable.

- b) Daily Travelling Time Allowance

Allowances for travelling time, provided that the normal hours are worked on the Job, shall be agreed from time to time by the Board - (see *Appendix A - Section 2.a*).

- i] Daily Travelling Time Allowances only apply for journeys OVER 20 miles.

- ii] Where such journeys are undertaken using public transport, the rates of the Daily Travelling Time Allowance shall be those as laid down by the Board - (see Appendix A - 2.a).
- iii] When a reasonably direct journey by public transport is not possible, a claim for special consideration with regard to travelling time allowances or fares may be made by the Operative to the Employer and in case of dispute the matter shall be referred to the Board whose decision shall be final.
- iv] Where alternative transport is provided as set out in Rule 8.3.3, the Employer and the Operative shall agree an appropriate Daily Travelling Time Allowance based on the actual time taken.
- v] Daily Travelling Time Allowance is payable in addition to any Fares or to any Mile Allowance under Rule 8.3.3.

#### 8.3.2 Measurement of Travelling Distances

Distances for whichever scale is applicable between the operative's centre and site shall be measured by the shortest route option on the electronic RAC Route Planner (or equivalent program that may subsequently be deemed appropriate by the JIB-PMES). The distance measured shall be for the

journey ONE WAY ONLY and this shall be used to determine the daily rate of applicable Travelling Time Allowance.

When circumstances are such that to travel daily to a job is an onerous requirement on an employee, the employer shall not unreasonably refuse to pay lodging allowance or provide accommodation as an alternative to travelling daily.

### 8.3.3 Provision of Alternative Transport

#### a) Employer's Own Transport

The Employer at his option may provide suitable conveyance for the Operative to and from the Job.

In such circumstances, fares shall not be paid and the Daily Travelling Time Allowance shall be as prescribed in Rule 8.3 1.b [iv] above.

It is the Employer's responsibility, if he or the main contractor provides suitable free transport to a site, to get the Operatives to and from the job on time. The Employer's liability for late arrival of the provided transport shall be agreed between the parties.

#### b) Use of Private Vehicles on Company Business

The use of an operative's private vehicle on employer business will be subject to compliance with the following:-

- i) That prior agreement regarding use of such vehicles be reached between employer and operative.
- ii) It is the responsibility of the operative to provide insurance for the vehicle and to ascertain that the insurance is adequate for such use.
- iii) Use of private vehicle is not a condition of employment.
- iv) A Mileage Allowance for the agreed use of a private vehicle on Company business for the distance travelled will be at the rate as promulgated by the Board from time to time – (Appendix A - Section 2 c), payment of which shall be made in lieu of fares.
- v) In addition a Daily Travelling Time Allowance will also be payable in line with Rule 8.3.1.b [iv] above.

#### 8.3.4 Definition of Centre

The Centre for determining distances under this Rule must be agreed between the Employer and the Operative and must be either:

- a) The Job on which the Operative is for the time being employed, if the Operative is engaged on the understanding that his Centre will be the Job

**OR**

- b) A convenient Centre near the Operative's place of residence. Unless otherwise agreed such Centre must be the nearest convenient public transport boarding point to the Operative's place of residence.

#### 8.3.5 Change of Centre

When an Operative whose Centre is the Job, as in 8.3.4(a) above, is an Operative in Regular Employment as defined below, his Centre may, by agreement between Employer and Operative, be transferred to one located in accordance with his place of residence as in 8.3.4 (b) above.

An Operative after 28 days continuous employment or who, after his first engagement, is transferred to another Job or who is re-engaged by the same firm or any of its subsidiaries within 28 days of ceasing work for any reason with the said firm, shall be regarded as an Operative in Regular Employment for the purpose of this Rule.

Any change of residence after an Operative has been engaged and a Centre established in accordance with Rule 8.3.4 which substantially varies the journey time/distance shall not alter the Centre without prior agreement.

### 8.3.6 Allowances to Operatives who Lodge

- (a) 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, he shall (except if he is engaged at the Job or if his Centre is the Job) be paid the items (i) to (vii) below, where appropriate.
- i) A nightly lodging allowance including the night of the day of return and when on week-end leaves in accordance with Rule 8.3.7 (i).
  - ii) The nightly lodging allowance shall be agreed by the Board and shall be numerated in a separate appendix to this Agreement. (See Appendix A, Section 1).
  - iii) 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, or during the annual holidays defined in Rule 5 including the week of Winter Holiday. The Operative shall provide the Employer with a statement signed by him to the effect that he is in lodgings for the period of payment of lodging allowance under this Rule. Without such evidence the Employer shall deduct tax on lodging allowance paid
  - iv) When suitable lodgings are not available within two miles from the Job, daily return fares from lodgings to Job. The Employer at his option may provide suitable conveyance for the Operative between lodgings and the Job, in which case fares shall not be paid.
  - v) Travelling time for the time spent in travelling from the Centre at the commencement and

completion of the Job at the normal time rates but when an excessive number of hours of travelling are necessarily incurred, a claim for special consideration may be made. In case of dispute, the matter shall be referred to the Board.

- vi) Fares between his Centre and the Job at the commencement and the completion of the job. Return fares shall be used when available.
  - vii) Week-end leaves in accordance with Rule 8.3.7.
- b) An Operative whose employment is terminated by proper notice on either side during the course of a Job shall be entitled to travelling time back to his Centre and a single fare for the journey from the Job to his 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.

#### 8.3.7 Week-End Leaves

- i) An Operative who is in receipt of lodging allowance in accordance with Rule 8.3.6 shall be allowed a week-end leave every two weeks. Such Operative shall be entitled to return to his respective Centre for the recognized holidays prescribed in Rule 5 and to facilitate this, the nearest normal week-end leave shall, where necessary, be deferred or brought forward to coincide with the holiday.
- ii) Unless the Employer and the Operative agree otherwise, the week-end leave shall be from normal finishing time on Friday to normal starting time on Monday.

- iii) An Operative shall not be required to start his return journey before 6.00am on the appropriate day of return to the Job.
- iv) Week-end return fares shall be paid for week-end leaves. If an Operative does not elect to return to his Centre, a single fare from the Job to his Centre shall be paid.
- v) An Operative on a weekend leave whose work is up to 150 miles from his Centre shall travel home in his own time, but travelling time from the Centre to the Job shall be paid at the normal time rate. An Operative whose work is 150 miles or more from his Centre shall be paid travelling time for four hours at normal rate from the Job to the Centre; travelling time for the journey back to the Job to be paid at normal time rate. If an Operative elects to stay at the Job, travelling time shall not be paid.
- vi) When a reasonably direct journey is not possible or when an excessive number of hours travelling are necessarily incurred on jobs more than 150 miles from an Operative's Centre, a claim for special consideration in respect of travelling time may be made. In case of dispute, the matter shall be referred to the Board.
- vii) An Operative on week-end leave (including public holidays provided under Rule 5) shall be paid the nightly lodging allowance provided that the leave is within this agreement or is agreed with the Employer.

## 8.4 Use of Tools

Operatives are required to provide and maintain the following set of tools:-

- Adjustable spanner, 300 mm x 2 nr
- Adjustable spanner 200 mm x 2 nr
- Basin key, adjustable
- Bending machine 15 & 22 mm
- Blow torch & nozzle, Primus type B or equal
- Bolster chisel, 65 mm
- Chisel, cold brick, up to 500 mm
- Chisel, wood, 25 mm
- Water pump pliers, up to 300 mm x 2 nr
- Junior hacksaw
- Lump hammer
- Large hacksaw, 300 mm
- Claw hammer
- Panel saw, small
- Small hand brush
- Pipe cutters either slice type or adjustable
- Pliers, general type
- Pocket knife (Stanley type)
- Coarse rasp, 300 mm
- Smooth flat file, 300 mm
- Flat screwdriver, 300 mm
- Flat screwdriver, 200 mm
- Flat screwdriver, insulated electrical (1000V VDE)
- Pozidrive screwdriver, 300 mm
- Pozidrive screwdriver, 200 mm
- Pozidrive screwdriver, insulated electrical (1000V VDE)
- Plastic pipe cutter, up to 28 mm
- Spirit level, 600 mm
- Tape measure, 5m
- Lockable tool box
- Pointing trowel
- Spirit level, 200 mm
- Bradawl
- Pipe wrench, Stillsons.

## 8.5 Storage Accommodation for Tools

Where reasonably practical a lock-fast and weather-proof place shall be provided on all jobs where tools can be left at the owner's risk. The Board provides for financial assistance to be given to Operatives or registered Apprentices in replacing lost or stolen tools, subject to the conditions of the scheme (See Appendix A, Section 6).

This assistance is at the discretion of the Board. In order to apply, the Operative must hold a current JIB Registration Card and the Employer must be purchasing JIB-PMES holiday credits or JIB-PMES welfare benefits on behalf of the Operative. Other conditions can be found on the Claim Form.



## **8.6 Recognition of Certificates of Competency in Welding**

Graded Operatives who hold one or more current Certificates of Competency in Welding or such other qualifications as the Board may require, shall be paid a differential rate as determined by the Board, in addition to the graded rate of wages - (see Appendix E).

For the purposes of this Rule the holder of appropriate Certificate(s) of Competency in Oxy-acetylene Welding of Mild Steel Pipework and/or in Bronze Welding of Copper Sheet and Tube shall be classified as a certificated "Gas Welder". The holder of appropriate Certificate(s) of Competency in Metal Arc Welding of Mild Steel Pipework shall be classified as a certificated "Arc Welder".

The payment is a fixed differential rate and is payable whether or not actual welding work is performed.

## **RULE 9 – SICKNESS WITH PAY & ACCIDENTAL DISABILITY BENEFITS**

### **9.1 Sickness with Pay**

In addition to an amount equivalent to the Statutory Sick Pay entitlement that may be payable in respect of the same day of incapacity for work made under the Social Security and Housing Benefits Act, 1982, Operatives and Apprentices shall be entitled to such additional payment for sickness as may be determined from time to time by the JIB-PMES (see Appendix A, Section 3).

### **9.2 Accidental Disability Benefits**

Operatives and Apprentices shall be entitled to payment for Accidental Dismemberment Benefit and Accidental Permanent Total Disability Benefit as may be determined from time to time by the JIB-PMES - (see Appendix A - Section 3).

## **RULE 10 – PENSIONS AND DEATH IN SERVICE**

### **10.1 Pension Rights**

All employers that are subject to the National Working Rules of the JIB-PMES in England and Wales shall enrol all operatives within their employment and who are under state pension age, in an 'auto-enrolment' or 'qualifying' pension scheme. The minimum pension contribution rates shall be: employer contribution of 7.5%, and employee contribution of 3.75%.

These contribution rates are determined by the Joint Industry Board for Plumbing and Mechanical Engineering Services in England and Wales.

The JIB-PMES has nominated 'The People's Pension', provided by the B&CE as the preferred pension scheme provider for operatives employed under the JIB-PMES Working Rule Agreement. Having an industry wide pension scheme is important because of the transient nature of employment. However, it is for the employer to select a qualifying defined contribution pension scheme which will need to be registered with the Plumbing Joint Industry Board.

	<b>Contribution rate</b>
<b>Employee</b>	3.75%
<b>Employer</b>	7.50%

## **10.2 DEATH-IN-SERVICE BENEFIT**

All operatives are entitled to and the employer must provide death in service benefit cover. Employers must provide cover from the first day of employment. The employer must provide death in service benefit to a level of £40,000.00 which must be provided on a 24/7 basis. This cover must be provided for all operatives until they reach State Retirement Age.

## **RULE 11 – LABOUR-ONLY SUB-CONTRACTING**

**11.1** Labour-only sub-contracting or employment through a fee-charging Employment Agency is contrary to the aims and objects of the Board and generally is not permitted under these Rules by Operatives or Employers.

However as:

- (i) Firms within the industry do have short-term needs for labour and, in a period when work is plentiful, these needs cannot always be met by directly employed personnel.
- ii) Some individual members of the JIB-PMES (i.e. Operatives) have chosen to operate in a self-employed capacity.
- (iii) The environment currently and in the foreseeable future will encourage this approach.

The JIB-PMES is prepared to countenance a limited and controlled temporary use of Self-Employed Operatives.

## **11.2 Recruitment of temporary Self-Employed Operatives**

**11.2.1** Every effort must be made to offer any vacancy, no matter how short-term, on a directly employed basis under the JIB-PMES National Working Rules.

- 11.2.2 If it is established that a vacancy or vacancies cannot be met by directly employed personnel, then application should be made to a JIB-PMES registered agency to provide the temporary labour required.
- 11.2.3. The JIB-PMES will keep a register of Agencies that acknowledge and will comply with NWR 11. The Board will determine what charges will be made for inclusion of such a register and what services will be provided.

### **11.3 Conditions of Use**

The use of any temporary Self-Employed Operative(s) is subject to the following conditions:-

- 11.3.1 Any temporary Self-Employed Operative must
- (a) Be Graded and hold a CURRENT JIB-PMES CSCS Registration Card - (refer Rule 15).
  - (b) Be in possession of the appropriate Tax certificates.
  - (c) Be covered by Public Liability Insurance.
- 11.3.2 The recognised Trade Union for any temporary Self-Employed Operative must be UNITE the Union.
- 11.3.3 Temporary Self-Employed Operatives must be properly supervised by a suitably qualified directly employed Supervisor, Representative of Company or Proprietor.
- 11.3.4 No directly employed Operative may be discharged and replaced by a temporary Self-Employed Operative.
- 11.3.5 No firm may use more than 30% of its company wide labour force on a temporary Self-Employed Operative basis.

- 11.3.6 It is expected that any firm employing temporary Self-Employed Operatives will continue to employ Apprentices.
- 11.3.7 No directly employed Operative may be made redundant while any temporary Self-Employed Operative is used (except where acceptable alternative work has been offered to, and refused by, the directly employed Operative).
- 11.3.8 No temporary Self-Employed Operative may be retained for longer than 3 months by any one firm.
- 11.3.9 JIB-PMES Benefits are available to temporary Self-Employed Operatives provided Welfare Benefits or Holiday Credits for Graded Operatives are purchased.

#### **11. 4 Necessity of Sub-Contractor**

Employment of Labour through a bona fide sub-contractor is only permitted where necessary and is conditional upon the Operatives receiving the wages and conditions of these National Working Rules.

*Note: The legal, insurance and taxation obligations of the self-employed person and the firm are a highly complex area of law and should be dealt with by professional legal insurance and accountancy advisors. Such advice is one of the services provided by the Constituents to their members.*

## **RULE 12 – PROHIBITION OF SPARE-TIME WORKING**

No Operative shall carry out plumbing, heating or similar work for gain on his own account, or in his own time, whilst in employment. The payment by the Employer of the National Insurance Contribution in respect of an Operative shall be regarded as evidence of employment for purposes of this Rule. Contravention of this Rule may be construed as a breach of Rule 19.2.d and h and must in the first instance be subject to the Board's Conciliation Procedure.

## **RULE 13 – SHOP STEWARDS**

Shop Stewards, who must be current members of UNITE the Union, can be appointed and the following procedure shall be adopted.

### **Appointment**

- 13.1 The number of Stewards elected shall be agreed between the Employer or the Employer's Representative and the Regional Officer of the Union. A deputy may be elected to act in the absence of a Steward.
- 13.2 No action shall be taken to confirm the appointment of a Shop Steward until there has been consultation between the Employer or the Employer's Representative and the Regional Officer of the Union.

### **Eligibility**

- 13.3 No Operative shall be eligible for nomination as a Shop Steward unless he is a Graded Operative and has been employed with the Employer for six months or more, but the Regional Officer of the Union may request a variation of this clause where it would otherwise be difficult to find an eligible and competent person.

## **Election**

- 13.4 The election of a Shop Steward shall take place on the site during working hours at a time determined by the Employer or the Employer's Representative. All Operatives participating in the election shall be paid a quarter of an hour's pay at the normal hourly rate for the time spent at the election. Appropriate notice of the election shall be given to all Operatives eligible to vote.
- 13.5 The election of the Shop Steward shall be by ballot supervised by an Official of the Union or a responsible person appointed by him.
- 13.6 No Shop Steward shall be recognised until he has been duly elected and the Union has issued him with credentials and has notified the Employer in writing. Unauthorised "assistants" to the Shop Steward shall not be recognised.
- 13.7 Credentials shall be automatically suspended by the Union in the event of unconstitutional action by a Shop Steward.
- 13.8 A Shop Steward shall not hold office for more than two years, but shall be eligible for re-election. A casual vacancy shall be filled in accordance with the above procedure

## **Carrying out Duties**

- 13.9 A Shop Steward shall not leave his place of work during paid time to carry out his Steward's duties without the permission of the Employer or the Employer's Representative, which shall not be unreasonably withheld in respect of matters relevant to the site. Time taken shall be reasonable in the circumstances and shall be paid at normal time rates.
- 13.10 The Employer shall give duly appointed Shop Stewards reasonable facilities for attending Shop Steward's training courses and for exercising his duties as set out in paragraph 13.12 but these facilities must not be abused.

Time taken shall be reasonable in the circumstance and shall be paid at normal time rates. In all respects the Shop Steward shall be subject to the conditions laid down in the National Agreement, but reasonable notice of any transfer or dismissal shall be given and such transfer or dismissal shall not be used as a subterfuge to remove a steward.

- 13.11 Prior notice of all site shop meetings shall be given to the Employer or the Employer's Representative and the local Union Official shall also be advised of the subject matter for discussion. Shop meetings shall not be held inside working hours except with the prior agreement of the Employer or the Employer's Representative. Such meetings shall not exceed one hour in duration and shall be held during the final hour of the working day. Time spent attending meetings whether inside or outside working hours shall be unpaid unless the meeting is at the request of the Employer or the Employer's Representative.

### **Duties of Shop Steward**

- 13.12 The duties of a duly appointed Shop Steward shall be:
- 13.12.1 To ensure that the provisions of the National Agreement are observed by the Employer, the Employer's Representative, and the Operatives.
  - 13.12.2 To assist where requested in the settlement of any differences or disputes between the parties.
  - 13.12.3 In the event of an Operative being unable to settle a difference or dispute with the Employer or the Employer's Representative through a Charge Hand the matter shall be referred to the Shop Steward. If the difference or dispute cannot then be resolved between the Employer or the Employer's Representative and the Shop Steward, the matter shall be referred to the



Regional Official of the Union. No dislocation of production or stoppage of work by the Operative or further action by the Employer against the Operatives involved in the dispute shall be permitted during the interim period.

13.12.4 Regional Officials of the Union shall have the right to intervene at any stage on a matter being handled by a Shop Steward and the Employer or the Employer's Representative shall have the right to call in the Regional Official of the Union at any stage.

13.12.5 Where a difference or dispute cannot be resolved under the above procedure, Rule 14 shall be invoked.

13.13 An Operative who is a Justice of the Peace, a member of a Local Authority, a member of a Statutory Tribunal, a member of a Health Service Trust Board, a member of the Managing or Governing Body of an Education

Establishment maintained by a Local Education Authority, or a member of a Water Authority, shall be permitted by his Employer to have time off during working hours for the performance of his duties in the above offices.

The amount of time shall be reasonable taking into consideration time off already permitted for Union duties etc., the circumstances of the Employer's business and the effect of the Operative's absence in the running of that business. Time off so taken shall be unpaid.

## **RULE 14 – CONCILIATION PROCEDURES**

### **Definition of “Dispute”**

In this rule the term "Dispute" means any dispute or difference concerning any aspect of the employment of labour within the

Industry, the parties to which dispute are, or include, at least one Employer Participant or at least one Employee Participant.

### **Regional Conciliation**

14.1 Where a dispute between an Operative and his Employer cannot be resolved through his supervisor or failing that by reference to his shop steward or his UNITE the Union Regional Officer, it shall be referred by the UNITE the Union Regional Officer to the JIB-PMES's General Manager for the purposes of calling a Regional Conciliation Panel ("the Panel"). Before reference to the JIB-PMES's General Manager, both the Operative's representative and the Employer should reach a clear understanding as to the precise nature of the dispute.

14.2 The Panel shall consist of three members;-

a). one of whom shall be the General Manager of the JIB-PMES, and who shall act as Chairman.

#### **AND**

b). the remaining two of whom shall be participants of the Board – one of whom must be a JIB-PMES participant employer and the other a full-time officer of UNITE the Union.

The Operative may be represented only by an Official of UNITE the Union. The Employer may be represented only by a JIB-PMES constituent Employer's Association.

- 14.3 The General Manager of the JIB-PMES, or his nominated representative who must be a member of the JIB-PMES's staff, shall act as Secretary to the Panel with the responsibility for making the arrangements for the dispute to be heard, recording the proceedings and notifying the parties to the dispute of the Panel's decision.
- 14.4. Five working days' notice of the Panel hearing shall be given to all parties concerned in the dispute. If representatives or witnesses of one side fail to enter an appearance, the Panel may proceed with the hearing or make such other arrangements as it deems fit and proper in the circumstances. The Panel will be convened at a location convenient to both parties, as close as possible to the location of the original dispute.
- 14.5. The proceedings shall start with a statement of case by the representative of the Appellant who may call not more than two supporting witnesses. No statement of case shall exceed 15 minutes in duration and no witness should speak for more than 15 minutes. Representatives and witnesses may be questioned by the Panel members and by the representatives of other parties on questions of fact brought out in their statements.

Representatives of other parties to the case shall then be entitled similarly to make statements and call not more than two supporting witnesses and may similarly be questioned on the evidence they have given. No witness shall speak for more than 15 minutes.

- 14.6 The representative of the Appellant shall be entitled to make a concluding statement of not more than 15 minutes duration. No fresh evidence may be brought forward in this statement and the Representative may not be questioned on it, except by the Chairman of the Panel.

- 14.7 Evidence shall be confined to those matters which are within the personal knowledge of the Representatives and witnesses. Hearsay evidence shall be inadmissible. Documentary evidence shall be called for if considered necessary.
- 14.8 When the hearing has ended, the parties, representatives and witnesses shall withdraw and no further evidence shall be heard or information communicated except at the request of the Panel.
- 14.9 The findings of the Panel shall be communicated to the parties in writing by Recorded Delivery within 5 working days after the hearing. The decision or recommendation of the Panel is to be implemented retrospective to a date decreed by the Panel.
- 14.10 Notification of appeal against a Panel decision, by either party, must be made in writing to the General Manager by
- 14.11 Recorded Delivery within 10 working days of the receipt of confirmation of decision or recommendation.

### **National Conciliation**

- 14.12 On receipt of Notice of Appeal following a hearing by a Regional Panel, the General Manager shall summon a meeting of the National Conciliation Committee ("the Committee") as soon as possible
- 14.13 The Committee shall consist of three members of the National Board one of whom shall act as Chair of the Committee.

If the Operative is the Appellant, two of the members shall be Employer representatives, one of whom shall act as Chairman.

If the Employer is the Appellant two of the members shall be UNITE the Union representatives, one of whom shall act as Chairman.

The Operative may be represented only by an Official of UNITE the Union. The Employer may be represented only by a JIB-PMES constituent Employer's Association

- 14.14 The General Manager of the JIB-PMES, or his nominated representative who must be a member of the JIB's staff, shall act as Secretary to the Committee with the responsibility for making the arrangements for the Appeal to be heard, recording the proceedings and notifying the parties to the dispute of the Committee's decision.
- 14.15 A member of the National Panel must not be a member of the Regional Panel that considers the same dispute. When a dispute is submitted on appeal a record of the Panel proceedings shall be provided to each member of the Committee.
- 14.16 The Appellant shall submit the grounds for his appeal in writing to the General Manager. Both Appellant and Respondent shall be present at the hearing of the appeal.
- 14.17 Five working days' notice of the Committee hearing shall be given to all parties concerned in the dispute. If representatives or witnesses of one side fail to enter an appearance, the Committee may proceed with the hearing or make such other arrangements as it deems fit and proper in the circumstances.
- 14.18 The proceedings shall start with a statement of case by the representative of the Appellant who may call not more than two supporting witnesses. No statement of case should exceed 15 minutes in duration, and no witnesses should

speaking for more than 15 minutes. Representatives and witnesses may be questioned by the Committee members and by the representatives of other parties on questions of fact brought out in their statements. Representatives of other parties to the case shall then be entitled similarly to make statements and call not more than two supporting witnesses, and may similarly be questioned on the evidence they have given.

- 14.19 The representatives of the appellant party shall be entitled to make a concluding statement of not more than 15 minutes duration. No fresh evidence may be brought forward in this statement and the representative may not be questioned on it, except by the Chairman.
- 14.20 Evidence shall be confined to those matters which are within the personal knowledge of the representative and witnesses. Hearsay evidence shall be inadmissible. Documentary evidence shall be called for if considered necessary.
- 14.21 When the hearing has ended, the parties, representatives and witnesses shall withdraw, and no further evidence shall be heard or information communicated except at the request of the Committee.
- 14.22 The findings of the Committee shall be communicated to the parties in writing by Recorded Delivery within 5 working days after the hearing. The decision or recommendation of the Panel is to be implemented retrospective to a date decreed by the Panel
- 14.23 The decision of the Committee is final; there is no further stage of appeal within the JIB-PMES procedures, save any Operatives, or Employers, right to pursue matters through an Employment Tribunal.

Guidance notes for the conduct of Panel and Committee meetings are contained in Appendix F.

## **RULE 15 – PHMES GRADING DEFINITIONS**

### **15.1 Registration and Grading Scheme**

The Joint Industry Board for PMES operates a combined Registration and Grading Scheme, entitled “The JIB-PMES CSCS Registration and Grading Scheme” the requirements of which may be amended from time to time to suit the needs of the Industry.

The categories of Craft PHMES Operatives covered under the Grading and Registration scheme are as follows:

- Plumbers
- Mechanical Pipefitters
- Gas Fitters/Engineers
- Heating Fitters/Engineers
- Craftspersons

The attention of Employers and PHMES Operatives is drawn to the requirement to meet the relevant craft Grading and Registration requirements as determined (or as amended) by the Board - (see Rules 15.2 to 15.4).

The Board may also be required to introduce Registration cards for other employees of Participant Employers to gain access to site. Possession of these cards does not imply entitlement to pay, allowances or benefits under these Working Rules.

## 15.2 Basic Grade - PHMES Operatives – (previously trained)

Plumber, Mechanical Pipefitter, Gas Fitter, Heating Fitter, Craftsperson

- i) Must have obtained one of the following qualifications relevant to their specific craft:
- Level 2 NVQ Diploma in Plumbing (RQF)
  - Level 2 NVQ Diploma in Domestic Heating (RQF)
  - Level 2 NVQ Diploma in Heating and Ventilation (RQF)
  - Level 2 NVQ Diploma in Installing and Maintaining Refrigeration Systems (RQF)
  - Level 2 NVQ Diploma in Installing, Testing and Maintaining Air-Conditioning and Heat Pump Systems (RQF)
  - National Vocational Qualification (NVQ) – MES Plumbing Level 2
  - NVQ - MES Heating & Ventilating (Maintenance of System Components) Level 2
  - NVQ – Domestic Natural Gas Installation and Maintenance Level 2
  - NVQ – MES Refrigeration & Air Conditioning Level 2
  - or Equivalent City & Guilds of London Institute (CGLI) Craft Certificate
  - or Equivalent EMTA Awards Limited (EAL) qualification
  - or such other qualifications as are acceptable to the Board.
- ii) Entry by way of completing a recognised and registered form of training (usually a 4 year term as a JIB registered apprentice or as an apprentice on the Plumbing and Domestic Heating apprenticeship standard) or other accepted method of entry into the Industry.



- iii) Must be able to carry out all such installation and maintenance work to the recognised standard and level of productivity expected from an Operative working under minimum supervision.

### 15.3 Advanced Grade - PHMES Operatives

Advanced Plumber, Mechanical Pipefitter, Gas Engineer, Heating Engineer & Craftsperson. Operatives must meet **any** of the criteria i), ii) or iii) **and both** criteria iv) and v).

- i) Entry by obtaining one of the following: qualifications relevant to their specific craft:
- Plumbing and Domestic Heating Technician Apprenticeship
  - Level 3 NVQ Diploma in Plumbing and Domestic Heating (RQF)
  - Level 3 NVQ Diploma in Domestic Heating (RQF)
  - Level 3 NVQ Diploma in Heating and Ventilating (RQF)
  - Level 3 NVQ Diploma in Servicing and Maintaining Air-Conditioning and Heat Pump Systems (RQF)
  - Level 3 NVQ Diploma in Installing, Testing and Maintaining Air-Conditioning and Heat Pump Systems (RQF)
  - NVQ Diploma in Servicing and Maintaining Refrigeration Systems (RQF)
  - NVQ Certificate in Installing and Commissioning Refrigeration Systems (RQF).
  - NVQ-MES Plumbing Level 3
  - NVQ-MES Heating & Ventilating (Installation) Level 3
  - NVQ-MES Heating & Ventilating (Rectification of Systems) Level 3
  - NVQ-Domestic Natural Gas Installation and Maintenance Level 3
  - NVQ-MES Refrigeration & Air Conditioning Level 3
  - ECITB Welding - Pipework Level 3
  - ECITB Installing Plant and Systems - Pipefitting Level 3

- ECITB Installing Plant and Systems - Instrument Pipefitting
  - or Equivalent City & Guilds of London Institute (CGLI) Craft Certificate
  - or Equivalent EMTA Awards Limited (EAL) qualification
  - or such other qualifications as are acceptable to the Board.
- ii) Entry by completing a recognised and registered form of training (usually a 4 year term as a JIB-PMES registered apprentice on a formally structured apprenticeship which meets the requirements of the Institute for Apprenticeships approved 'Plumbing and Domestic Heating Technician' Apprenticeship Standard) or other accepted method of entry into the industry.
- iii) Entry by obtaining any other such qualifications as are acceptable to the Board.
- iv) After meeting criteria i), ii) or iii) Operatives must have as a **MINIMUM** at least two year's experience working as a Plumber, Mechanical Pipefitter, Gas Fitter, Heating Fitter or Craftsperson.
- v) Must possess particular and productive skills and be able to work without supervision in the most efficient and economical manner and must be able to set out jobs from working drawings and specifications and requisition the necessary installation materials and/or have technical and supervisory knowledge and skill beyond that expected of a Plumber, Mechanical Pipefitter, Gas Fitter, Heating Fitter or Craftsperson.

## 15.4 Technician Grade - PHMES Operatives

Technician Plumber, Mechanical Pipefitter, Gas Engineer, Heating Engineer & Craftsperson

- i) Entry by way of a recognised and registered form of training or other accepted method of entry into the Industry.
- ii) Must have obtained such academic qualifications or such other qualifications as are acceptable to the Board.
- iii) Must have superior technical skill, ability and experience beyond that expected of an Advanced PHMES Operative in the relevant craft and be able to lay out and prepare contract work in accordance with the Building Regulations and Water Bye-laws, take off quantities and measure work, assess labour requirements and control and supervise all manner of plumbing heating and mechanical engineering services or other relevant installations in the most economic and effective way and achieve a high level of productivity.

### AND EITHER

- iv) Must have had, as a **MINIMUM** at least five years experience as an Advanced PHMES Operative with a minimum of three years in a supervisory capacity in charge of plumbing or other relevant installations of such a complexity and size as to require wide technical experience and organisational ability.

### OR

- v) May not have the Minimum full experience as required in (iv) but is otherwise fully qualified in accordance with (i), (ii) and (iii) and the present Employer wishes to have the operative graded as an Operative Technician, in which event he may be granted this grade by the Board.

## **RULE 16 – GRADING EXCEPTIONS**

The Board or its Grading Panel shall be empowered to consider exemptions from grading requirements in exceptional cases.

## **RULE 17 – WORKING PRINCIPALS**

Working Principals and Directors of Companies participating in the Board who carry out work normally performed by graded Operatives and comply with the grading qualifications may be graded and granted a Registration Card. JIB-PMES Holiday Credits or JIB-PMES Welfare Benefits must be purchased by Working Principals on their own behalf.

## **RULE 18 – GRADING PANEL**

Grading shall be carried out by a Grading Panel, which shall be appointed by the Board and which will apply Rules 14, 15 and 16. The Panel shall also decide all applications for re-grading of graded Operatives, whether submitted by the Employer or the Employee.

All applications for grading or re-grading are to be made on approved JIB forms of application.

## **RULE 19 – CONDITIONS OF GRADING**

- 19.1 Each Employer will, as a condition of having his Operatives graded by the Board, be required to sign an undertaking:
- (a) To accept the jurisdiction of the Board and its industrial relations and grading procedures.
  - (b) To employ only Operatives graded by the Board and in possession of a current Grading Card and to ensure his Operatives meet any changes in the Grading requirements introduced including those necessary to prove an Operatives competence or Health & Safety awareness.
  - (c) To pay only the rates of wages and apply only the conditions of employment laid down by the Board.

- (d) Not to pay any rates, nor operate welfare or bonus schemes, other than those approved by the Board.
- (e) Not to pay for overtime, which is not actually worked.
- (f) Not to employ Operatives on a Labour-Only Subcontracting Basis.
- (g) To operate for all Operatives the Holidays with Pay, Sickness with Pay Schemes laid down by the Board. (This shall not preclude the provision by the Employer of a private welfare scheme additional to the Scheme(s) laid down by the Board).
- (h) To undertake, if eligible, to be a member of the Association of Plumbing & Heating Contractors (APHC) or the National Federation of Builders (NFB) – formerly part of the Construction Confederation - if not already a member, and to remain in membership.

The firm will then be registered as an Employer under the Board. An Employer not eligible for membership of the APHC or the NFB shall be registered on payment to the Board of such annual subscription as the Board shall lay down.

19.2 Each Operative, as a condition of being graded, will be required to sign an undertaking:

- (a) To accept the jurisdiction of the Board and its industrial relations and grading procedures.
- (b) To work only for the rates of wages and under the conditions of employment laid down by, or acceptable to, the Board and not for any other rates.
- (c) Not to work on a Labour-Only Sub-Contracting basis.
- (d) Not to work on his own account for payment whilst in the employment of an Employer Participant.

- (e) To undertake, if eligible to be a member of UNITE the Union if not already a member and to remain in membership.

The following further conditions apply:

- (f) An Operative leaving the employment of a firm registered under the Board shall carry his grading with him to a new Employer registered under the Board and be paid accordingly. This is an important principle of the grading system and enjoys the full support of both sides of the Industry. Nevertheless, if, for example, PHMES Operative Technicians have difficulty in finding employment in this grade (which should only occur in exceptional circumstances) they may apply to the Board for a temporary change to their technician grade to enable employment at a lower grade. Restoration of their original technician grade will be automatic when work at that level is secured.

Furthermore, the Grading Panel may place such restrictions on the grading of Advanced or Technician PHMES Craft Operatives as it considers appropriate.

- (g) When engaging an Operative it shall be obligatory on the Employer in the interests of both parties to require the Operative to produce a current JIB-PMES CSCS Registration & Grade Card, to ascertain from him the name of his previous Employer, and if necessary check with the JIB-PMES so that the Operative is paid the rate applicable to his grade in his particular circumstances. If an Operative is not graded or does not have a current JIB-PMES Registration & Grade Card, immediate steps\* should be taken for the Operative to be graded with the Board. In the meantime the new Employer should employ the Operative at the rate of pay applicable to the basic grade of PHMES Operative.

**\*Note:**

*The onus is on the Operative to apply to the JIB-PMES for Grading.*

- (h) An Operative who carries out plumbing, heating or any related mechanical engineering services on his own account for gain whilst in the employment of an Employer Participant shall be subject to penalty determined by the Board. The payment by the Employer of the National Insurance Contribution in respect of an Operative shall be regarded as evidence of employment for purposes of this rule.
- (i) A graded Operative will cooperate with his employer in ensuring that the Operative meets any changes in Grading requirements introduced, including those necessary to prove an Operatives competence or health and safety awareness under the JIB-PMES CSCS Registration Scheme.

## **RULE 20 – TRAINING: GENERAL**

All persons becoming apprentices with JIB-PMES Participant employers shall be registered with the Board.

### **The JIB-PMES Training Scheme for Plumbing, Mechanical Engineering Services, and Heating & Ventilating Apprentices**

The JIB-PMES Training Scheme applies to apprentices who are employed by JIB-PMES participant employers and encompasses the stages of the Plumbing and Domestic Heating Technician Apprenticeship Standard, developed by the Trailblazer Group as defined by the former SummitSkills and its successor the Plumbing and Heating Skills Partnership.

Additions and alterations to this Scheme shall only be made by the JIB-PMES National Board who shall revise the scheme from time to time in order to keep up to date with changes in Apprenticeship Standards, Qualifications, Skills and Funding Arrangements.

## **RULE 21 – ENTRY INTO THE INDUSTRY**

All persons who wish to enter the PHMES Industry must have completed their statutory education and hold eligibility for full-time employment. A JIB-PMES approved selection test must be undertaken to ensure the applicant understands the specific nature of the Industry and has the necessary aptitude, including numeracy and literacy, to make completion of the Apprenticeship a realistic prospect.

The JIB-PMES Training Scheme is open to any gender and there must be no discrimination on the grounds of: age, racial origin, nationality, creed, sexual orientation or disability - subject to the safety requirements of the industry.

## **RULE 22 – PRE-REGISTRATION PERIOD**

A period of employment may precede the formal commencement of the Apprenticeship. Following a site safety induction, which will include a JIB-PMES approved Health & Safety Awareness Assessment, entrants may spend this time on site when they will be treated and paid as a 1<sup>st</sup> Year apprentice.

The maximum hours which can be worked per week are governed by the Working Time Regulations.



## **RULE 23 – REGISTRATION OF APPRENTICES**

The Training Provider/Agent will then register the Apprenticeship with the JIB-PMES, providing a passport sized photograph of the Apprentice (countersigned and marked on the back with the National Insurance Number), and any appropriate registration fee.

The JIB-PMES will confirm to the Apprentice and the Employer that registration has taken place and issue:-

- JIB-PMES CSCS Apprentice Registration Card
- JIB-PMES National Working Rules book

## **RULE 24 – EMPLOYMENT OF APPRENTICES**

### **24.1 Terms and Conditions**

In addition to the Training Agreement, all Apprentices must be provided with a statement of their main terms and conditions of employment in accordance with the Employment Rights Act 1996 or the Employment Rights (Northern Ireland) Order 1996.

For JIB-PMES Apprentices Rates of Pay will be as promulgated by the JIB-PMES from time to time.

### **24.2 Annual & Public Holidays**

During each year, Apprentices are entitled to 24 days Annual Holiday with pay and 8 Public Holidays with Pay. The pay for each week of holiday shall comply with the Working Time Regulations, 1998. During the first year of training the Apprentice's holiday will be based on completed months of service. In addition, Apprentices are entitled to 8 days public holidays as defined by the JIB-PMES from time to time.

All holidays will be taken at dates agreed in advance with the Employer.

In the event of termination or transfer, the holiday pay accrued in line with the Working Time Regulations, 1998 etc will be calculated and matched against days taken over the same period. Payment for any outstanding holiday will be made at the time of leaving.

### **24.3 Sick Pay**

JIB-PMES Participant Apprentices will be entitled to sickness benefit. The level of which will be determined by the Board from time to time, provided they meet the requirements of the Scheme.

All JIB-PMES Participant Apprentices also will be entitled to statutory sick pay, which like the JIB-PMES sick pay, is subject to 3 waiting days.

### **24.4 Tool Kits**

Apprentices are required to provide themselves with hand tools and a lockable tool box. The tools must be suitable for the type of work the Apprentice will be required to carry out during the various stages of training. Where practicable, the Employer shall provide suitable and lockable facilities for storing tool kits. The JIB-PMES provides a tool benefit which is available to apprentices working for JIB-PMES participant employers who have suffered the loss or theft of tools that are included in the JIB Tool list. Further details are contained within the National Working Rules.

### **24.5 Personal Protective Equipment (PPE)**

The Employer shall provide any PPE such as boots, hard hat, gloves etc. required under statutory legislation.

### **24.6 Discipline and Grievance Procedures**

All Employers are required to have disciplinary and grievances procedures in place which comply with current Employment legislation. Apprentices must be provided

with a copy of this procedure at the commencement of employment.

All signatories to the Training Agreement and, if the Apprentice is a Member of UNITE the Union, the Regional Officer of the Union, must be kept informed of any instances where a formal disciplinary enquiry may be necessary.

As a final stage, all disputes or grievances arising from the operation of this training Scheme shall be referred to the JIB-PMES for resolution within the Industry's Procedures.

## **24.7 Transfer**

If either the Apprentice or Employer is dissatisfied with the progress of the training, an application can be made by either party, to the Training Provider/Agent, for a transfer to be considered. The Training Provider/Agent shall conduct a full investigation of the facts surrounding the request and any final decision to transfer to another Employer can only be made with the full agreement of the current employer. Such agreement must not be unreasonably withheld.

## **24.8 Termination of the Apprenticeship Agreement**

24.8.1 The Employer may terminate the Apprenticeship if the Apprentice is unable, due to lack of application and/or capability, to reach the standard necessary to progress through the Scheme. Before such a decision is taken, the Employer must involve the Training Agent, Parent or Guardian and, if the Apprentice is a Member of UNITE the Union, the Regional Officer of the union. The Employer will be required to demonstrate that the necessary support and guidance has been provided to assist the Apprentice to achieve the relevant targets.

24.8.2 In the event of a downturn in work which could result in redundancies, the Employer may, with the consent of the Apprentice, Parent/Guardian, apply to the Training Provider/Agent for a transfer of the Apprenticeship to be considered. All reasonable endeavours will be made by the Training Provider/Agent but a transfer cannot be guaranteed. Until such time as a transfer has been arranged and recorded with the JIB-PMES the original Employer remains liable for all the obligations of the Apprenticeship, including wages. Only in the event that an alternative employer cannot be found, may the Apprenticeship be terminated on the grounds of redundancy.

## **RULE 25 – TRAINING PROGRESS**

### **25.1 Stages of Apprenticeship**

Progression through the different stages of the Training scheme is based purely on achievement and service with the employer. Best endeavours will be used to ensure the Apprenticeship is completed within a four year period. Normally, all Apprentices are initially registered as Year 1 Apprentices. However, in certain circumstances it may be possible for relevant prior qualification(s) or learning to be taken into account, allowing an Apprentice to enter the scheme at an advanced stage. Before this can be approved a detailed submission must be made to the JIB-PMES for consideration.

### **25.2 Vocational Qualifications / Apprenticeship Standards**

Apprenticeship Standards are developed by the recognised Trailblazer groups. Further details can be found at the Plumbing and Heating Skills Partnership website at: [\*\*www.phsp.org.uk\*\*](http://www.phsp.org.uk)

- In England apprentices follow the Plumbing and Domestic Heating Technician Apprenticeship Standard as developed by the Trailblazer group
- In Wales apprentices follow the relevant Mechanical Engineering Services (MES) Apprenticeship Frameworks under the Credit and Qualifications Framework for Wales (CQFW).

All VQs are based on National Occupational Standards developed by the appropriate industry bodies at various levels.

### **25.3 Attendance at Classes**

All Apprentices will be required to attend College, or any other approved training establishment, as specified by the Training Agent. By the contractual agreement to train, the Employer must allow the Apprentice to attend a College at the designated times in order to complete the off-the-job training elements required under the scheme. For each College/training day, where not recoverable from other sources, the Employer will meet any fees applicable to the Scheme and pay the Apprentice a normal working day's pay, plus the actual fares incurred.

### **25.4 Advancement**

The Apprentice will advance through a combination of experience with the employer and qualification attainment. On each anniversary of satisfactory service with the employer, the Apprentice will be entitled to an increase in pay, as determined by the JIB-PMES, in its promulgations, further wage increases are payable through achievement of NVQs.

If the Employer considers that the Apprentice has not made sufficient progress in the apprenticeship either with NVQ attainment, work based assessments or college attendance, then the matter should be pursued through the Company's disciplinary procedure not through non-payment of wage increases. Ultimately the matter can be referred to the JIB-PMES.

## **25.5 Appeals**

If the Employer believes the change in status to be premature, they have a right of appeal to the JIB-PMES. All appeals must be lodged, in writing, within seven days of production of the results slip.

Apprentices who believe they are eligible for advancement and consider this is being unreasonably withheld also have a right of appeal to the JIB-PMES. However, this should be regarded as a final stage and before taking this course of action, every attempt must be made by the Apprentice to resolve the issue amicably with their Employer.

Apprentices who are Members of UNITE the Union should contact the Regional Officer of the Union for guidance.

## **RULE 26 – COMPLETION OF APPRENTICESHIP**

Completion of the Apprenticeship requires attainment of the Apprenticeship Completion certificate which is provided by Apprenticeship Certificates England (ACE) or Apprenticeship Certificates Wales (ACW). The Completion Procedure shall be as follows:

### **26.1 Continuation of Employment after Attainment of Skilled Status.**

Companies who intend to retain the services of the Apprentice following completion must complete the relevant section of the Training Agreement and return this to the JIB-PMES, together with:

- The Apprenticeship Completion Certificate,
- A copy of the appropriate Apprenticeship qualification achievement certificate,
- Grading and Registration Application Forms.

*\*(Please note the standard fee for a JIB-PMES CSCS Registration Card is waived for registered Apprentices from JIB-PMES participant employers.)*

The JIB-PMES will issue a Completion Certificate and a skilled JIB-PMES CSCS card to completing apprentices from JIB-PMES participant employers which will be valid for two years. The former Apprentice becomes entitled to the Plumber's rate of pay from the pay week following the date of grading.

***Note:** To avoid administrative errors, when submitting the documentation, it is very important that the agreed termination date is clearly indicated. The JIB-PMES will use this date on the Completion Certificate and CSCS Registration card and it will be the Apprentice's last day of employment.*

A new Contract of Employment should be issued to mark the change of status. It should be noted however that as there has been no break in service, the date of commencement of employment remains unchanged. The total period of employment is regarded as continuous and must be used for the calculation of entitlements in the event of a future redundancy or dismissal with notice.

## **26.2 Termination of the Employment upon Completion of Apprenticeship**

Companies, who do not intend to offer further employment after the Apprenticeship has been completed and a skilled grade allocated, need to follow a different process.

A meeting must take place with the Apprentice in order to explain the situation and agree a finite date of termination. The establishment of this finite date is extremely important. Without this agreed date, if the Apprentice were to remain in the Company's employ after the allocation of a skilled grade, even short term, his subsequent termination would not be regarded as the conclusion of the Apprenticeship. Any period of employment as a skilled operative would be considered as continuation of the contract of employment, and entitlement to notice and redundancy payments based on the total length of service could become due.



The agreed date must allow a minimum of fourteen days for the administration required for completion of the Apprenticeship and allocation of a skilled grade to take place. Formal confirmation of the termination and the agreed date must be sent to the Apprentice in writing.

The Employer must complete the relevant section of the Training Agreement and return this to the JIB-PMES together with:

- The Apprenticeship Completion Certificate,
- A copy of the appropriate Apprenticeship qualification achievement certificate
- Grading and Registration Application Forms.

*(Please note the standard fee for a JIB-PMES CSCS Registration Card is waived for registered Apprentices from JIB-PMES Participant employers.)*

## **RULE 27 – TRADE UNION MEMBERSHIP**

The parties to the JIB-PMES National Agreement in England and Wales recognise the need for an effective and rewarding agreement to ensure a harmonious environment of industrial relations, productivity and safe working practices.

UNITE the Union has exclusive bargaining rights and recognition under the National Agreement. The parties to the JIB-PMES together with participant employers recommend to all employees covered by the National Agreement that they be members, in good standing of UNITE the Union. Individuals can contact their local UNITE Regional Office. More information is available at [www.unitetheunion.org](http://www.unitetheunion.org)

## APPENDIX A

### A. Rates, Allowances and Benefits for 2022

To comply fully with the requirements of the National Working Rules, JIB-PMES Participant companies MUST purchase either Holiday Credits or Welfare Benefits from the JIB-PMES for operatives who are employed under this Agreement. By doing this, Participant companies ensure that they meet the terms and conditions of the NWRA in its entirety, and as such are entitled to pay travel and lodging allowances Tax and NIC free in accordance with guidance from HMRC.

#### 1. BASIC HOURLY RATES OF PAY - 2022

(Please also refer to Promulgation No:187 issued on 30<sup>th</sup> July 2021)

	<b>From 3<sup>rd</sup> Jan 2022</b>
a) <b><u>Operatives:</u></b>	
Technician PHMES Operative	£18.06
Advanced PHMES Operative	£16.26
PHMES Operative ( <i>previously trained</i> )	£13.96
b) <b><u>Apprentices:</u></b> ( <i>see note below</i> )*	
4 <sup>th</sup> Year of Training with NVQ Level 3*	£13.50
4 <sup>th</sup> Year of Training with NVQ Level 2*	£12.23
4 <sup>th</sup> Year of Training	£10.76
3 <sup>rd</sup> Year of Training with NVQ Level 2*	£10.63
3 <sup>rd</sup> Year of Training	£8.75
2 <sup>nd</sup> Year of Training	£7.76
1 <sup>st</sup> Year of Training	£6.75
c) <b><u>Adult Trainees:</u></b>	
3 <sup>rd</sup> – 6 months of Employment	£12.16
2 <sup>nd</sup> – 6 months of Employment	£11.68
1 <sup>st</sup> – 6 months of Employment	£10.89

**\*Note:** - Where Apprentices have achieved NVQs, the appropriate rate is payable from the date of attainment except that it shall not be any earlier than the commencement of the promulgated year of Training in which it applies.

## 2. ALLOWANCES - 2022

The following allowances, as shown below, shall be payable as set out below:

### a) Daily Travel Time Allowance PLUS Return Fares

**as from Monday, 3<sup>rd</sup> Jan 2022**

<b>OVER</b> <u>Miles</u>	<b>NOT</b> <b>OVER</b> <u>Miles</u>	<b>ALL</b> <b>OPERATIVES</b>	<b>3<sup>rd</sup> &amp; 4<sup>th</sup></b> <b>Year</b> <u>APPS</u>	<b>1<sup>st</sup> &amp; 2<sup>nd</sup></b> <b>Year</b> <u>APPS</u>
<b>20</b>	<b>30</b>	<b>£5.11</b>	<b>£3.28</b>	<b>£2.05</b>
<b>30</b>	<b>40</b>	<b>£11.91</b>	<b>£7.67</b>	<b>£4.92</b>
<b>40</b>	<b>50</b>	<b>£13.62</b>	<b>£8.13</b>	<b>£5.11</b>
<b>50</b>	<b>60</b>	<b>£15.32</b>	<b>£8.61</b>	<b>£5.28</b>
<b>60</b>	<b>70</b>	<b>£17.01</b>	<b>£9.09</b>	<b>£5.50</b>

#### Notes on Daily Travel Time Allowances

- i. Daily Travel Time Allowances are PAYABLE IN ADDITION TO FARES.
- ii. The above allowances are paid at a DAILY RATE with the distance calculated for the JOURNEY ONE WAY.
- iii. For all distances OVER 70 MILES Operatives are to be paid Lodging Allowance.
- iv. The Daily Travel Time Allowances as set above are to be paid when public transport is used.
- v. When the Employer provides transport or if alternative means of transport are used, then the Employer and Operative shall agree an appropriate allowance based on the actual time taken.
- vi. Where Daily Travel Time Allowances are not payable, return fares are still payable.
- vii. Please note that Daily Travel Time Allowances are taxable pay and are therefore subject to PAYE Income Tax.

### b) Return Fares (as per NWR 8.3.1 - a)

Return fares are to be the cheapest available i.e. Daily, Weekly, Monthly, or others available.

### Notes on Return Fares

- i Return Fares are PAYABLE FOR ALL JOURNEYS, Regardless of whether any Daily Travel Time Allowance applies.
- ii Where the employer provides transport or if alternative means of transport are used, then the employer and Operative shall agree an appropriate allowance based on the actual time taken.

	<b>From 3<sup>rd</sup> Jan <u>2022</u></b>
e) <b>Mileage Allowance</b> - per mile	£0.45
f) <b>Plumbers' Welding supplement</b> - per hour	
Possession of Gas <b>OR</b> Arc Certificate	£0.36
Possession of Gas <b>AND</b> Arc Certificate	£0.57
g) <b>Subsistence Allowance</b> (London Only, payable if working within the M25 London orbital motorway) – Per Night This allowance is subject to Income Tax under the PAYE system.	£5.87
h) <b>Lodging Allowance*</b> - per night	£42.84

\* **Note:**

Please note that the Lodging Allowance is granted by way of concession from HMRC (the Inland Revenue) and where the above amount is paid it is PAYABLE WITHOUT THE DEDUCTION OF INCOME TAX.

When convenient, lodgings cannot be secured or where the Lodging Allowance is found to be inadequate, an Operative shall, with the prior approval of the Employer, be reimbursed for the actual expenditure incurred for which a proper receipt shall be produced.

### 3. SICKNESS WITH PAY AND ACCIDENT BENEFITS - 2022

#### a) Sickness with Pay Entitlements

Employee entitlement to Sickness with Pay is payable in addition to any amount due by way of Statutory Sick Pay (SSP) shall, for illnesses first occurring on or after Monday 3<sup>rd</sup> January 2022 and throughout 2022 continue to be payable on a 7 day week basis as follows:

<u>Category</u>	<u>Weeks 1 – 28</u>	
	<u>Daily</u>	<u>Weekly</u>
Technician /PHMES Operative	£22.14	£155.00
Advanced /PHMES Operative	£22.14	£155.00
PHMES Operative	£22.14	£155.00
Adult Trainee	£17.14	£120.00
Apprentice in last year of Training	£17.14	£120.00
2 <sup>nd</sup> & 3 <sup>rd</sup> Year Apprentice	£14.29	£100.00
1 <sup>st</sup> Year Apprentice	£5.71	£40.00
Ancillary Employee	£17.14	£120.00

**Note:** The entitlement is payable from and including the fourth day of illness onwards EXCEPT where the illness extends beyond 4 weeks when the appropriate daily rate shall be paid retrospectively for the FIRST 3 WAITING DAYS.

#### b) Accidental Disability

As from Monday, 3<sup>rd</sup> January 2022 and throughout 2022, the entitlement of PHMES Operatives, Adult Trainees, all Apprentices and Ancillary Employees shall continue at the amounts set out below:-

Accidental Dismemberment Benefit	£10,000
Accidental Permanent Total Disability Benefit	£15,000

#### 4. DEATH IN SERVICE BENEFIT - 2022

The amount of death in service benefit payable to all operatives covered by the National Working Rule Agreement throughout 2022 shall be £40,000.

All operatives are entitled to and the employer must provide death in service benefit cover. Employers must provide cover from the first day of employment. The employer must provide death in service benefit to a level of £40,000.00 which must be provided on a 24/7 basis. This cover must be provided for all operatives until they reach State Retirement Age.

#### 5. ADDITIONAL HOLIDAY PAY (AHP) 2022

PHMES Operatives, Adult Trainees, Apprentices and Ancillary Employees who are in current membership of the UNITE the Union at the time a holiday is taken, shall also be entitled to receive an ADDITIONAL payment of AHP from the JIB-PMES – to be paid via their Employer – for each credit of the relevant Holiday Scheme Issue funding their Holiday Pay. **66 Credits is the MAXIMUM number payable in 2022.** The amount of AHP payable is as follows:

	<u>Per Hol. Credit</u>
Operatives, Adult Trainee & Ancillary Employees	£2.61
All Apprentices	£1.32

JIB-PMES AHP is payable in addition to ALL holidays including Public Holidays. JIB-PMES Additional Holiday Pay is normally paid after the relevant holiday period.

*\*AHP can only be claimed in the current holiday year and in order to claim it is the employee's responsibility to notify their employer of their entitlements to this benefit\**

## **6. FINANCIAL ASSISTANCE FOR LOST TOOLS**

All PHMES Operatives holding a currently valid JIB-PMES CSCS Registration Grade card and all Apprentices registered with the JIB for PMES shall, under the Industrial Agreement, continue to be entitled to receive financial assistance in replacing lost or stolen tools up to a MAXIMUM of £500, subject to the conditions as laid down by the JIB for PMES.

## **7. JIB-PMES CSCS AFFILIATED REGISTRATION CARD**

Operatives, covered by the JIB-PMES Holiday Pay & Benefit Scheme or who are members of the UNITE the Union, or who have been granted any other exemption, as agreed from time to time by the JIB-PMES, shall continue to be entitled to receive a JIB-PMES CSCS Registration Card free.

## **8. JIB-PMES GRADING**

All Automatic Initial Gradings, as part of the first Application for the JIB-PMES CSCS Registration card, will be free or as otherwise determined by the Board from time to time.

For all Applications for Upgrading or for specific Initial Grading, the fee shall be £25 – with the ONLY EXCEPTION being operatives, currently covered by the JIB-PMES Holiday Credit Scheme or the JIB-PMES Welfare Benefit Scheme, who shall continue to be entitled to free grading.

## B. Rates, Allowances and Benefits for 2023

To comply fully with the requirements of the National Working Rules, JIB-PMES Participant companies MUST purchase either Holiday Credits or Welfare Benefits from the JIB-PMES for operatives who are employed under this Agreement. By doing this, Participant companies ensure that they meet the terms and conditions of the NWRA in its entirety, and as such are entitled to pay travel and lodging allowances Tax and NIC free in accordance with guidance from HMRC.

### 1. BASIC HOURLY RATES OF PAY - 2023

(Please also refer to Promulgation No: 187 issued on 30<sup>th</sup> July 2021)

	<b>From 2<sup>nd</sup> Jan 2023</b>
<b>a) <u>Operatives:</u></b>	
Technician PHMES Operative	£18.60
Advanced PHMES Operative	£16.75
PHMES Operative ( <i>previously trained</i> )	£14.38
<b>b) <u>Apprentices:</u> (<i>see note below</i>)*</b>	
4 <sup>th</sup> Year of Training with NVQ Level 3*	£13.91
4 <sup>th</sup> Year of Training with NVQ Level 2*	£12.60
4 <sup>th</sup> Year of Training	£11.08
3 <sup>rd</sup> Year of Training with NVQ Level 2*	£10.95
3 <sup>rd</sup> Year of Training	£9.01
2 <sup>nd</sup> Year of Training	£7.99
1 <sup>st</sup> Year of Training	£6.95
<b>c) <u>Adult Trainees:</u></b>	
3 <sup>rd</sup> – 6 months of Employment	£12.52
2 <sup>nd</sup> – 6 months of Employment	£12.03
1 <sup>st</sup> – 6 months of Employment	£11.22

**\*Note:** - Where Apprentices have achieved NVQs, the appropriate rate is payable from the date of attainment except that it shall not be any earlier than the commencement of the promulgated year of Training in which it applies.



## 2. ALLOWANCES - 2023

The following allowances, as shown below, shall be payable as set out below:

### c) Daily Travel Time Allowance PLUS Return Fares

**as from Monday, 2<sup>nd</sup> Jan 2023**

<u>OVER</u> <u>Miles</u>	<u>NOT</u> <u>OVER</u> <u>Miles</u>	<u>ALL</u> <u>OPERATIVES</u>	<u>3<sup>rd</sup> &amp; 4<sup>th</sup></u> <u>Year</u> <u>APPS</u>	<u>1<sup>st</sup> &amp; 2<sup>nd</sup></u> <u>Year</u> <u>APPS</u>
20	30	£5.26	£3.38	£2.11
30	40	£12.27	£7.90	£5.07
40	50	£14.03	£8.37	£5.26
50	60	£15.78	£8.87	£5.44
60	70	£17.52	£9.36	£5.67

#### Notes on Daily Travel Time Allowances

- i. Daily Travel Time Allowances are PAYABLE IN ADDITION TO FARES.
- ii. The above allowances are paid at a DAILY RATE with the distance calculated for the JOURNEY ONE WAY.
- iii. For all distances OVER 70 MILES Operatives are to be paid Lodging Allowance.
- iv. The Daily Travel Time Allowances as set above are to be paid when public transport is used.
- v. When the Employer provides transport or if alternative means of transport are used, then the Employer and Operative shall agree an appropriate allowance based on the actual time taken.
- vi. Where Daily Travel Time Allowances are not payable, return fares are still payable.
- vii. Please note that Daily Travel Time Allowances are taxable pay and are therefore subject to PAYE Income Tax.

### d) Return Fares (as per NWR 8.3.1 - a)

Return fares are to be the cheapest available i.e. Daily, Weekly, Monthly, or others available.

### Notes on Return Fares

- i Return Fares are PAYABLE FOR ALL JOURNEYS, Regardless of whether any Daily Travel Time Allowance applies.
- ii Where the employer provides transport or if alternative means of transport are used, then the employer and Operative shall agree an appropriate allowance based on the actual time taken.

	<b>From 2<sup>nd</sup> Jan 2023</b>
e) <b>Mileage Allowance</b> - per mile	£0.45
f) <b>Plumbers' Welding supplement</b> - per hour	
Possession of Gas <b>OR</b> Arc Certificate	£0.37
Possession of Gas <b>AND</b> Arc Certificate	£0.59
g) <b>Subsistence Allowance</b> (London Only, payable if working within the M25 London orbital motorway) – Per Night This allowance is subject to Income Tax under the PAYE system.	£6.05
h) <b>Lodging Allowance*</b> - per night	£TBC

\* **Note:**

Please note that the Lodging Allowance is granted by way of concession from HMRC (the Inland Revenue) and where the above amount is paid it is PAYABLE WITHOUT THE DEDUCTION OF INCOME TAX.

When convenient, lodgings cannot be secured or where the Lodging Allowance is found to be inadequate, an Operative shall, with the prior approval of the Employer, be reimbursed for the actual expenditure incurred for which a proper receipt shall be produced.

### 3. SICKNESS WITH PAY AND ACCIDENT BENEFITS - 2023

#### c) Sickness with Pay Entitlements

Employee entitlement to Sickness with Pay is payable in addition to any amount due by way of Statutory Sick Pay (SSP) shall, for illnesses first occurring on or after Monday 2<sup>nd</sup> January 2023 and throughout 2023 continue to be payable on a 7 day week basis as follows:

<u>Category</u>	<u>Weeks 1 – 28</u>	
	<u>Daily</u>	<u>Weekly</u>
Technician /PHMES Operative	£22.14	£155.00
Advanced /PHMES Operative	£22.14	£155.00
PHMES Operative	£22.14	£155.00
Adult Trainee	£17.14	£120.00
Apprentice in last year of Training	£17.14	£120.00
2 <sup>nd</sup> & 3 <sup>rd</sup> Year Apprentice	£14.29	£100.00
1 <sup>st</sup> Year Apprentice	£5.71	£40.00
Ancillary Employee	£17.14	£120.00

**Note:** The entitlement is payable from and including the fourth day of illness onwards EXCEPT where the illness extends beyond 4 weeks when the appropriate daily rate shall be paid retrospectively for the FIRST 3 WAITING DAYS.

#### d) Accidental Disability

As from Monday, 2<sup>nd</sup> January 2023 and throughout 2023, the entitlement of PHMES Operatives, Adult Trainees, all Apprentices and Ancillary Employees shall continue at the amounts set out below:-

Accidental Dismemberment Benefit	£10,000
Accidental Permanent Total Disability Benefit	£15,000

#### 4. DEATH IN SERVICE BENEFIT - 2023

The amount of death in service benefit payable to all operatives covered by the National Working Rule Agreement throughout 2023 shall be £40,000.

All operatives are entitled to and the employer must provide death in service benefit cover. Employers must provide cover from the first day of employment. The employer must provide death in service benefit to a level of £40,000.00 which must be provided on a 24/7 basis. This cover must be provided for all operatives until they reach State Retirement Age.

#### 5. ADDITIONAL HOLIDAY PAY (AHP) 2023

PHMES Operatives, Adult Trainees, Apprentices and Ancillary Employees who are in current membership of the UNITE the Union at the time a holiday is taken, shall also be entitled to receive an ADDITIONAL payment of AHP from the JIB-PMES – to be paid via their Employer – for each credit of the relevant Holiday Scheme Issue funding their Holiday Pay. **64 Credits is the MAXIMUM number payable in 2023.** The amount of AHP payable is as follows:

	<u>Per Hol. Credit</u>
Operatives, Adult Trainee & Ancillary Employees	£2.69
All Apprentices	£1.36

JIB-PMES AHP is payable in addition to ALL holidays including Public Holidays. JIB-PMES Additional Holiday Pay is normally paid after the relevant holiday period.

*\*AHP can only be claimed in the current holiday year and in order to claim it is the employee's responsibility to notify their employer of their entitlements to this benefit\**

## **6. FINANCIAL ASSISTANCE FOR LOST TOOLS**

All PHMES Operatives holding a currently valid JIB-PMES CSCS Registration Grade card and all Apprentices registered with the JIB for PMES shall, under the Industrial Agreement, continue to be entitled to receive financial assistance in replacing lost or stolen tools up to a MAXIMUM of £500, subject to the conditions as laid down by the JIB for PMES.

## **7. JIB-PMES CSCS AFFILIATED REGISTRATION CARD**

Operatives, covered by the JIB-PMES Holiday Pay & Benefit Scheme or who are members of the UNITE the Union, or who have been granted any other exemption, as agreed from time to time by the JIB-PMES, shall continue to be entitled to receive a JIB-PMES CSCS Registration Card free.

## **8. JIB-PMES GRADING**

All Automatic Initial Gradings, as part of the first Application for the JIB-PMES CSCS Registration card, will be free or as otherwise determined by the Board from time to time.

For all Applications for Upgrading or for specific Initial Grading, the fee shall be £25 – with the ONLY EXCEPTION being operatives, currently covered by the JIB-PMES Holiday Credit Scheme or the JIB-PMES Welfare Benefit Scheme, who shall continue to be entitled to free grading.

## APPENDIX B

### A. ALL HOLIDAYS WITH PAY – 2022

#### a] NUMBER OF DAYS OF HOLIDAYS in a Year

ALL Employees shall be entitled to **33\* days of paid Holiday** in the Holiday year as follows:

##### i) 24 Days Annual Holidays

- 3 Extra Days - at any time in the year,
- 4 Days Spring Holiday - after 1<sup>st</sup> March,
- 10 Days Summer Holiday - between 1<sup>st</sup> May and 30<sup>th</sup> September,
- 7 Days Winter Holiday - after 1<sup>st</sup> October.

##### ii) 9 Days Public Holidays\*

The 8 days which normally constitute Public Holidays are set out in NWR 5.2.1. In 2022 there is an additional Public Holiday in commemoration of Her Majesty the Queen's Platinum Jubilee.

All Holidays must be previously agreed with the Employer and shall be paid in line with NWR 5, the main conditions of which are summarised below in clause 1b.

#### b] PAYMENT OF ANNUAL HOLIDAY PAY DUE

##### i] Calculation of Amount Payable for Holiday Pay

**ALL 33 Days\*** Holiday Pay entitlement (24 days Annual Holiday and 9 days\* Public Holiday) **are to be calculated and paid at the Normal Average Earnings Level**, as defined under the Working Time Regulations and Sections 221-224 of the Employment Rights 1996.

##### ii] Holiday Pay is to be funded by JIB-PMES Holiday Pay Scheme

ALL 33 days Holiday Pay for all PHMES Operatives are to be FUNDED through the JIB-PMES Holiday Pay Scheme as laid down in the NWRs.

**\*Note:** There is an additional Public Holiday in 2022 to commemorate Her Majesty the Queen's Platinum Jubilee. This means that for 2022 the total number of paid holiday days will be 33, the total number of paid holidays will revert to 32 days for 2023.

## c] JIB-PMES HOLIDAY PAY SCHEME - for 2022

### i] Holiday Pay Element/Portion of Total Credit

Shown below are the values of the Holiday Pay (HWP) element contained in the Credits which are to be used by an Employer to fund the holiday entitlement during 2022.

Technician PHMES Operative	£72.94
Advanced PHMES Operative	£65.66
PHMES Operative (previously trained)	£56.39
Adult Trainee	£44.65
4 <sup>th</sup> Year Apprentice	£44.65
3 <sup>rd</sup> Year Apprentice	£31.86
2 <sup>nd</sup> Year Apprentice	£28.35
1 <sup>st</sup> Year Apprentice	£24.63
Working Principal	£30.45
Ancillary Worker	£37.63
Unknown/Ungraded/Staff	£69.53

#### **Note:**

*The Holiday Pay fund produced by the above credits should not be regarded as necessarily being the amount due and payable to an employee.*

### ii] Holiday Scheme Duration etc

- Holiday Credits shall be for a 52 week contribution period starting with the week commencing Monday 09<sup>th</sup> August 2021 and continuing thereafter, ending on the week commencing Monday 01<sup>st</sup> August 2022.
- The total maximum number of Holiday Credits to be acquired in the period for 2022 shall be 66.
- The scheme is designed so that 2 credits shall fund approximately one day of holiday pay - the amount of which will be roughly equivalent to just under an 8½ hour day at the appropriate basic hourly rate.

**\*Note:** There is an additional Public Holiday in 2022 to commemorate Her Majesty the Queen's Platinum Jubilee. This means that for 2022 the total number of paid holiday days will be 33, the total number of paid holidays will revert to 32 days for 2023.

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## B. ALL HOLIDAYS WITH PAY – 2023

### a] NUMBER OF DAYS OF HOLIDAYS in a Year

ALL Employees shall be entitled to **32 days of paid Holiday** in the Holiday year as follows:

#### i) **24 Days Annual Holidays**

3 Extra Days - at any time in the year,  
4 Days Spring Holiday - after 1<sup>st</sup> March,  
10 Days Summer Holiday - between 1<sup>st</sup> May and 30<sup>th</sup> September,  
7 Days Winter Holiday - after 1<sup>st</sup> October.

#### ii) **8 Days Public Holidays**

The 8 days which normally constitute Public Holidays are set out in NWR 5.2.1.

All Holidays must be previously agreed with the Employer and shall be paid in line with NWR 5, the main conditions of which are summarised below in clause 1b.

### b] PAYMENT OF ANNUAL HOLIDAY PAY DUE

#### i] Calculation of Amount Payable for Holiday Pay

**ALL 32 Days** Holiday Pay entitlement (24 days Annual Holiday and 8 days Public Holiday) **are to be calculated and paid at the Normal Average Earnings Level**, as defined under the Working Time Regulations and Sections 221-224 of the Employment Rights 1996.

#### ii] Holiday Pay is to be funded by JIB-PMES Holiday Pay Scheme

ALL 32 days Holiday Pay for all PHMES Operatives are to be FUNDED through the JIB-PMES Holiday Pay Scheme as laid down in the NWRs.



## c] JIB-PMES HOLIDAY PAY SCHEME - for 2023

### i] Holiday Pay Element/Portion of Total Credit

Shown below are the values of the Holiday Pay (HWP) element contained in the Credits which are to be used by an Employer to fund the holiday entitlement during 2023.

Technician PHMES Operative	£75.13
Advanced PHMES Operative	£67.63
PHMES Operative (previously trained)	£58.08
Adult Trainee	£45.99
4 <sup>th</sup> Year Apprentice	£45.99
3 <sup>rd</sup> Year Apprentice	£32.82
2 <sup>nd</sup> Year Apprentice	£29.20
1 <sup>st</sup> Year Apprentice	£25.37
Working Principal	£31.36
Ancillary Worker	£38.76
Unknown/Ungraded/Staff	£71.62

#### **Note:**

*The Holiday Pay fund produced by the above credits should not be regarded as necessarily being the amount due and payable to an employee.*

### ii] Holiday Scheme Duration etc

- Holiday Credits shall be for a 52 week contribution period starting with the week commencing Monday 08<sup>th</sup> August 2022 and continuing thereafter, ending on the week commencing Monday 31<sup>st</sup> July 2023.
  - The total maximum number of Holiday Credits to be acquired in the period for 2023 shall be 64.
  - The scheme is designed so that 2 credits shall fund approximately one day of holiday pay - the amount of which will be roughly equivalent to just under an 8½ hour day at the appropriate basic hourly rate.
-

## APPENDIX C

### MAJOR PROJECT AGREEMENT (RULE 8.2.b)

The Joint Industry Board for Plumbing Mechanical Engineering Services in England and Wales (JIB-PMES), and its constituents, are signatories to the Major Projects Agreement (MPA) for Mechanical and Electrical Services. The Major Projects Agreement will be responsible for the designation of Major Projects. Copies of the Major Projects Agreement are available to participant Employers and Operatives upon request from the JIB's General Manager. Projects will not be designated retrospectively after contracts are let.

Where a job is DESIGNATED as being a MAJOR PROJECT under this agreement, then the following shall apply:

#### 1. MPA – NORMAL WORKING WEEK

The normal Working Week shall be 38 hours – Monday to Friday INCLUSIVE.

#### 2. MAJOR PROJECT PERFORMANCE PAYMENT

Operatives covered under the JIB-PMES's National Working Rules for the Plumbing Industry shall be paid a "Major Project Performance Payment" Hourly Rate Supplement as set out below. This payment applies ONLY to hours worked and is NOT enhanced during overtime working. (Amounts have not changed)

**National Supplement** – (from 31<sup>st</sup> Dec 2021 onwards)

<u>Employee Category</u>	<u>Hourly Rate</u>	
	<u>2022</u>	<u>2023</u>
Technician PHMES Operative	£3.77	£3.88
Advanced PHMES Operative	£3.77	£3.88
PHMES Operative ( <i>formerly Trained</i> )	£3.77	£3.88
4 <sup>th</sup> Year Apprentices - All	£3.02	£3.11
3 <sup>rd</sup> Year Apprentices - All	£2.26	£2.33
2 <sup>nd</sup> Year Apprentice	£2.08	£2.14
1 <sup>st</sup> Year Apprentice	£1.51	£1.56
Adult Trainees - All	£3.02	£3.11

**London Supplement** \* – (from 31<sup>st</sup> Dec 2021 onwards)

<u>Employee Category</u>	<u>Hourly Rate</u>	
	<b><u>2022</u></b>	<b><u>2023</u></b>
Technician PHMES Operative	£4.96	£5.21
Advanced PHMES Operative	£4.96	£5.21
PHMES Operative ( <i>formerly Trained</i> )	£4.96	£5.21
4 <sup>th</sup> Year Apprentices - All	£4.00	£4.20
3 <sup>rd</sup> Year Apprentices - All	£3.75	£3.94
2 <sup>nd</sup> Year Apprentice	£2.71	£2.84
1 <sup>st</sup> Year Apprentice	£2.00	£2.10
Adult Trainees - All	£4.00	£4.20

The Major Project Performance Payment Supplement shall be paid in addition to the current hourly rate of pay applying at the time.

The relationship between the Major Project Performance Payment Supplement and Employers own Incentive Bonus Scheme is determined by Rule 9.9 of the MPA.

\* *The London Payment Supplement APPLIES ONLY to designated Major Projects that are WITHIN the M25 - London ORBITAL MOTORWAY.*

### **3. MPA OVERTIME**

Overtime Rates shall APPLY AFTER 38 HOURS are WORKED MONDAY TO FRIDAY. The Major Project Performance Payment is paid for each hour worked but does NOT attract premium time payments.

As per the JIB-PMES's NWRs for the Plumbing Industry overtime worked Monday to Friday up to 8.00 pm and up to 13.00 on Saturday is payable at "Time and A Half". Similarly overtime worked after 8.00pm, Monday to Friday and over the weekend after 13.00 on Saturday, shall be paid at Double Time. These rates are to be applied to the Basic Hourly standard rates of pay.

#### **4. MPA – OTHER TERMS AND CONDITIONS**

Other than the specific exceptions referred to above, all other terms, conditions and allowances etc shall be those that currently apply as determined under the NWRs.

#### **5. MPA & INDUSTRY SCHEMES**

Under the provisions of the Major Projects Agreement all Employers must operate the relevant Industry Schemes. In respect of the Plumbing Industry this means that Employers must operate and include their plumbing Operatives in:

- a) The JIB-PMES Holiday Pay Scheme
- Or
- b) The JIB-PMES Welfare Benefit Scheme

#### **6. RESOLUTION OF DISPUTES.**

If a collective dispute arises on a Designated Project it will be handled in accordance with the procedure within the MPA, rather than the procedure set out in these Working Rules.

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## **APPENDIX D**

### **INCENTIVE BONUS SCHEME (RULE 8.2.c)**

#### **OBJECTS**

The objects of incentive schemes are:

- 1) To increase efficiency:
- 2) To reduce unit costs:
- 3) To maintain quality:
- 4) To encourage greater productivity, thereby providing an opportunity for increasing earnings by increased effort whilst maintaining a high standard of workmanship and avoiding waste of labour and materials.

It follows that incentive schemes must be strictly related to working effectiveness against a target.

#### **APPLICATION**

Incentive schemes may be applied subject to the approval of the Joint Industry Board for England and Wales.

The effective application of incentive schemes depends upon willing co-operation between management and Operatives to ensure that, on the one hand, the organisation of the job is such that it will permit realistic targets to be achieved and, on the other hand, a genuine effort is made to improve output.

#### **GENERAL PRINCIPLES**

- 1) A section target should be issued by management for each section to be performed by an individual Operative and/or group. According to the extent that performance is better than the target; an additional payment should be made over and above the appropriate graded rate.

- 2) Targets should be issued before sections are started.
- 3) Targets should be based on standards of performance, jointly accepted by either work study or existing established company principles.
- 4) Targets are dependant on the saving rate adopted in each scheme. The incentive scheme must state the proportion of the saving which is to be paid out as bonus.
- 5) The number of Operatives to be treated as a unit for bonus purposes shall be as small as is operationally practicable. Bonus should not be paid on a trade or site collective basis except where there are exceptional circumstances and it has been jointly agreed.

Incentive schemes should be expressed in simple and precise terms in order that Operatives may readily know what they have to do to increase their earnings and misunderstandings and disputes are avoided.

## **OPERATIVE PRINCIPLES**

- 1) The target should be stated as a given quantity of work to be done in a given number of hours to the satisfaction of the management. The given number of hours may also be expressed as a monetary value.
- 2) Where sections are pre-measured they should be of short duration so that, as far as possible, they do not extend into a second accounting period.
- 3) All payments made shall be of an interim nature until such time as sections or contracts are tested and completed.
- 4) Working targets once fixed may not be altered unless there is a significant change in the job content or in working methods and then only after joint consultation.
- 5) At the commencement of repetitive work, a jointly agreed learning curve allowance is permissible, having regard to the improvement in productivity that should subsequently follow.

- 6) The target will be inclusive for graded Operatives and all hours will be chargeable against the target except where there is an interruption of work beyond the control of the parties.
- 7) In the case of supervision, the proportion of time to be charged against the section target should be agreed.
- 8) Ten per cent of first year Apprentices time should be charged against the section target. In the case of Apprentices in their later years of apprenticeship, the proportion of their time which should be charged should, as a guide, be the same as the proportion of the Operative's rate which they receive under the Apprentices wage for year of training scale.
- 9) Overtime premiums, guarantee time and travelling time should not be charged against targets.
- 10) Bonus payments, after adjustment, in the case of a proportionate scheme, should be made at the (basic) PHMES Operative rate.
- 11) The amount of bonus earnings should be notified to Operatives and payments made regularly.
- 12) Where work for which bonus has been paid proves defective and has to be re-executed in whole or in part, the remedial work shall be carried out by the same Operatives wherever possible. No bonus shall be paid, therefore, and the time shall be offset against any savings on subsequent targets. The provision shall not apply where the original work was carried out strictly in accordance with precise instructions.
- 13) The Employer will retain 15% of the bonus earnings against making good defective workmanship.
- 14) Deductions from the retention fund thus created will only be made for the cost of rectifying faulty workmanship. No deduction will be made in respect of faults due to other causes.

## **DISPUTES**

- 1) In the event of a dispute or difference arising over an incentive scheme, the procedures as laid down in Working Rule 14 shall be rigidly adhered to.
  - 2) Details of incentive schemes should be made available on request by Employers to Operatives and UNITE the Union Regional Officers.
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## **APPENDIX E**

### **CERTIFICATES OF COMPETENCY IN WELDING (RULE 8.6)**

#### **THE CERTIFICATES**

Separate and distinctive Certificates are issued in respect of:

- 1) Bronze Welding of Copper Sheet and Tube and Brazing of Copper Tube.
- 2) Oxy-Acetylene Welding of Mild Steel Pipework.
- 3) Metal-Arc Welding of Mild Steel Pipework.

A separate test must be taken for each Certificate. Each Weld Test Certificate is valid for the period stated on the Certificate. Valid weld test certificates must be provided by any operative employed under the National Working Rule Agreement who wishes to apply for Plumber's Welding Supplement payments. JIB-PMES Participant Employers can contact the JIB-PMES who will verify whether the weld test certificate provided is sufficient for payment of the Supplement.

#### **CONDITIONS OF RECOGNITION**

Recognition of Welding Competency Certificates will be determined by the Board. Those applying for the Plumber's Welding Supplement must also fulfil either of the following requirements:

- 1) Be a fully paid-up member of UNITE the Union; or
- 2) Be employed by a Joint Industry Board for Plumbing Mechanical Engineering Services in England and Wales participant company, with the company purchasing either JIB-PMES Holiday Credits or JIB-PMES Welfare Benefits on the operative's behalf.

## **APPENDIX F**

### **CONCILIATION PANELS AND COMMITTEES**

#### **[GUIDANCE NOTES]**

#### **GENERAL PRINCIPLES**

- Prompt action in dealing with disputes is necessary at all times.
- Members of Panels and Committees should be independent of the parties to the dispute, including representatives and witnesses.
- If a vote becomes necessary it should be taken as individuals, not sides.
- Panel members should be non-partisan and should take an unbiased view of the evidence presented to them.

#### **DUTIES OF THE CHAIRMAN**

- to ensure that the meeting is properly conducted;
- to ensure that all the relevant facts on which a proper decision can be reached are established and freely discussed whilst discouraging irrelevant discussions.

#### **DUTIES OF THE SECRETARY**

- to liaise with the UNITE the Union Regional Official and the Employer in an attempt to resolve the dispute without the necessity of calling a Panel but if unsuccessful;
- to establish the time and place of the hearing within the time limits laid down;
- to arrange for the appropriate number of Panel members to be present;
- to ensure that the dispute is accurately defined and that all necessary information is given to Panel members, including names of representatives and witnesses, at the earliest possible date;

- to keep a record of the hearing which should include the question in dispute, the case and supporting statements, any other relevant information obtained by the Panel, the decision of the Panel or the points of difference if there is a failure to agree, and to distribute copies of the record to Panel members and the General Manager;
  - to inform the parties to the dispute of the Panel's decision;
  - To ascertain from the Post Office the date of receipt by the addressee of the packages and to include the information in all relevant documentation. (The Conciliation Procedures require that Recorded Delivery be used for communicating decisions to the parties concerned and the date of receipt is the date from which periods for appeals are calculated.)
-

## APPENDIX G

### APPRENTICESHIP PANEL PROCEDURE

Any dispute or grievance arising from the JIB-PMES Training scheme, shall be dealt with through the following procedure:

- 1) Where an apprentice or his/her employer has a grievance that cannot be resolved through the company's disciplinary or grievance procedure, the matter may be referred to the General Manager of the JIB-PMES.
  - 2) The General Manager of the Board, or a designated member of staff, shall make necessary arrangements for an apprentice panel meeting
  - 3) The apprentice may be represented only by an official of UNITE the Union. The employer may be represented only by an official of the APHC or the National Federation of Builders (NFB).
  - 4) Witnesses may be called by either side, but they will be present only when giving evidence and shall not otherwise take part in proceedings. Proceedings shall be conducted on an informal basis, with each party having the right to question the other and the witnesses.
  - 5) If either party fails to attend without acceptable reason, the panel shall proceed with the hearing and reach a decision on the evidence available to them. The apprenticeship panel shall consist of one full-time officer of UNITE the Union and one employer, who shall be a participant of the Board and members of the APHC or the NFB.
  - 6) If any appeal is subsequently made to the Board's Industrial Relations Committee, this shall be during a normal Industrial Relations Committee meeting, unless one is not scheduled in the four weeks following receipt of the appeal, in which case special arrangements are to be made.
  - 7) The decision of the Industrial Relations Committee is final; there is no further stage of appeal in this procedure.
-

## APPENDIX H

### REDUNDANCY GUIDANCE NOTES

The following information explains, briefly, the main provisions of various statutes relating to redundancy but is not intended to be a legal interpretation and it may be appropriate to obtain further legal guidance.

The relevant Acts are: The Redundancy Payments Act 1965; The Employment Rights Act 1996; The Contracts of Employment and Redundancy Payments Act (Northern Ireland) 1965 as amended by the Industrial Relations (Northern Ireland) Order 1976.

#### 1. Main Provisions

No redundancy payment is payable to an employee with less than two years' continuous service with their employer or if an employee leaves of his own accord, dies or is dismissed for reasons other than redundancy, e.g. inefficiency, unsuitability or incapability due to health reasons.

The dismissal must be wholly or mainly due to redundancy (as defined below) before there is any entitlement to a redundancy payment.

The Acts provide the following:

- a) Employers pay a contribution towards a National Redundancy Fund which is included in the weekly National Insurance contribution.
- b) Employers are required to make redundancy payments, which are not taxable, to employees, according to the following scales:

Age Group (inclusive)	Per year of "Reckonable Service"
Up to age of 21	½ week's pay
22 – 40	1 week's pay
41+	1½ weeks' pay

“Reckonable Service” is calculated by working backwards from the effective date of dismissal. Only completed years (12 calendar months) count, and any year during part of which the employee was in a higher age group counts towards service in the age group immediately below. Reckonable service is limited to the last 20 years before redundancy and earnings above a specified limit will not be taken into account.

As from 6<sup>th</sup> April 2021 the limit on a week’s pay is £544. This value is amended from time to time by Government

An operative is dismissed as redundant where the whole or main reason for his dismissal is that his Employer’s need for employees to do work of a particular kind, or work of a particular kind in a place, have diminished or ceased.

The employer shall explore all possible alternatives for employment within the undertaking and discuss these with UNITE the Union before making Operatives redundant.

An employee with two years or more continuous service, who is given notice of dismissal by reason of redundancy, shall be entitled before the expiration of notice to reasonable time off, with pay, during working hours to look for new employment or make arrangements for training for future employment.

In the event of the employer becoming insolvent the employee should apply for repayment to the insolvent employer’s representative, liquidator, trustee, etc, who will supply him with a form which enables the liquidator to apply to the Secretary of State for payment from the National Insurance Fund (formerly known as the National Redundancy Fund).

**Please note:**

- i) an individual could start to build up continuous service before age 16, but this is likely to be rare, and therefore the table has been started from age 18.
- ii) for those over age 61, the same figures should be used as when calculating the redundancy payments for a person aged 61.

READY RECKONER																				
Service (Complete Years)																				
Age	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
18	1	1½																		
19	1	1½	2																	
20	1	1½	2	2½	-															
21	1	1½	2	2½	3	-														
22	1	1½	2	2½	3	3½	-													
23	1½	2	2½	3	3½	4	4½	-												
24	2	2½	3	3½	4	4½	5	5½	-											
25	2	3	3½	4	4½	5	5½	6	6½	-										
26	2	3	4	4½	5	5½	6	6½	7	7½	-									
27	2	3	4	5	5½	6	6½	7	7½	8	8½	-								
28	2	3	4	5	6	6½	7	7½	8	8½	9	9½	-							
29	2	3	4	5	6	7	7½	8	8½	9	9½	10	10½	-						
30	2	3	4	5	6	7	8	8½	9	9½	10	10½	11	11½	-					
31	2	3	4	5	6	7	8	9	9½	10	10½	11	11½	12	12½	-				
32	2	3	4	5	6	7	8	9	10	10½	11	11½	12	12½	13	13½	-			
33	2	3	4	5	6	7	8	9	10	11	11½	12	12½	13	13½	14	14½	-		
34	2	3	4	5	6	7	8	9	10	11	12	12½	13	13½	14	14½	15	15½	-	
35	2	3	4	5	6	7	8	9	10	11	12	13	13½	14	14½	15	15½	16	16½	17
36	2	3	4	5	6	7	8	9	10	11	12	13	14	14½	15	15½	16	16½	17	17½
37	2	3	4	5	6	7	8	9	10	11	12	13	14	15	15½	16	16½	17	17½	18
38	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	16½	17	17½	18	
39	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	17½	18	18½	
40	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	17½	18	18½	19
41	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	19½	
42	2½	3½	4½	5½	6½	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	
43	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
44	3	4½	5½	6½	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½	
45	3	4½	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
46	3	4½	6	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½	23½
47	3	4½	6	7½	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
48	3	4½	6	7½	9	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½	23½	24½
49	3	4½	6	7½	9	10½	12	13	14	15	16	17	18	19	20	21	22	23	24	
50	3	4½	6	7½	9	10½	12	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½	23½	24½	
51	3	4½	6	7½	9	10½	12	13½	15	16	17	18	19	20	21	22	23	24	25	
52	3	4½	6	7½	9	10½	12	13½	15	16½	17½	18½	19½	20½	21½	22½	23½	24½	25½	26½
53	3	4½	6	7½	9	10½	12	13½	15	16½	18	19	20	21	22	23	24	25	26	
54	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	20½	21½	22½	23½	24½	25½	26½	27½
55	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22	23	24	25	26	27	
56	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	23½	24½	25½	26½	27½	
57	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25	26	27	28	
58	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	26½	27½	28½	
59	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28	29	
60	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28½	29½	
61+	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28½	30	

## 2. PROCEDURES FOR HANDLING REDUNDANCIES

Again, there is legislation governing how such circumstances should be managed and the current statutes are: Handling Redundancies (Part IV) Employment Protection Act 1975 as amended by the Trade Union Reform and Employment Rights Act 1993 **and** The Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014.

An employer proposing to make any Operatives redundant shall begin consultation with UNITE the Union at the earliest opportunity. Under the legislation:

- 2.1. The employer must begin the process of consultation in good time and in any event at least:
  - 2.1.1 30 days before the first of the dismissals takes effect in a case where between 20 and 99 redundancy dismissals are proposed to one establishment within a 90 day period;
  - 2.1.2 45 days before the first of the dismissals take effect in a case where 100 or more redundancy dismissals are proposed at one establishment within a 90 day period;
- 2.2 For the purpose of these Regulations the appropriate representatives of any employees are representatives of UNITE the Union.

As UNITE the Union is the recognised Trade Union under the JIB-PMES Agreement, then employers **MUST** consult with UNITE the Union, which shall have sole bargaining rights in the matter.

- 2.3 For the purposes of consultation, the employer shall disclose in writing to the appropriate representatives:
  - a) the reasons for the proposals;
  - b) the number and description of employees whom it is proposed to dismiss as redundant;
  - c) the total number of employees of any such description employed by the employer at the establishment in question;



- d) the proposed method of selecting the employees who may be dismissed;
- e) the proposed method of carrying out the dismissals, taking into account any agreed procedure, including the period over which the dismissals are to take effect;
- f) the proposed method of calculating any redundancy payments, other than those required by statute, that the employer proposes to make;

The employer is under a duty to consult with UNITE the Union in relation to any employees who may be affected by the proposed dismissals or by measures taken in connection with those dismissals. This includes employees, who, although not under threat of dismissal, might be directly or indirectly affected by a redundancy situation.

2.4 The consultation should include ways of:

- a) avoiding the dismissals;
- b) reducing the number of dismissals involved; and
- c) mitigating the effects of the dismissals,

and shall be undertaken by the employer with a view to reaching agreement with the appropriate representatives.

2.5 Copy of the information disclosed must be delivered to the appropriate representatives.

In the case of UNITE the Union, the employer must inform an authorised official of UNITE. It is recommended that this be sent to the local Regional Officer as well as to the Shop Steward(s) where appointed.

The employer is required to allow the appropriate representative reasonable access to their constituent employees and to such accommodation and other facilities as is appropriate.

Where an employer fails to meet the requirements to inform and consult in accordance with the statutory provisions, UNITE the Union may make a claim for a Protective Award.

This is subject to an upper limit of 90 days pay per protected employee (i.e. employees whom the employer plans to dismiss or had already dismissed as redundant and they must be employees in whose case the employer has failed to comply with the information and consultation requirements).

- 2.6 There may be special circumstances where it is not reasonably practicable for an employer to fully meet the requirements for minimum consultation periods or disclosure of information. In such circumstances, employers must do all that is reasonably practicable towards meeting this requirement.

It does not count as “special circumstances” for these purposes if the decision leading to the redundancies was taken by a controlling body (eg a head office or parent Company) that had not supplied the necessary information or had not supplied it in time.

- 2.7 An employer who proposes to dismiss 20 or more employees at one establishment within a 90 day period has a statutory duty to notify the Secretary of State for the Department for Business, Energy and Industrial Strategy (BEIS) - *formerly the Department for Business Innovation and Skills (BIS)*. A notification must be made before the first dismissal takes effect. The minimum times are:

- a) if between 20 and 99 employees may be dismissed as redundant at one establishment within a 90 day period, the minimum notice time is at least 30 days; and
- b) If 100 or more employees may be dismissed as redundant at one establishment within a 90 day period, the minimum notice time is at least 45 days.

These periods are the same as the minimum periods permitted for consultation with appropriate representatives.

The Department for Business, Energy and Industrial Strategy (BEIS) – *formerly the Department for*

*Business Innovation and Skills (BIS)* - requires information in writing about the employer's proposals.

Employers may notify by letter or, as is more common, by the HR1 form. The notification should be sent by post or by hand to the office indicated on the form. Copy of the notification must be given or sent to the appropriate representatives

## 2.8 TUPE Regulations

Employers are advised that when a change of ownership of the employing organisation occurs or the organisation's work transfers to another organisation resulting in a possibility of the employee either being dismissed, made redundant or transferring to the new organisation, they are obliged to consult with UNITE the Union and their employees under the TUPE Regulations.

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