

**CONSTRUCTION INDUSTRY
JOINT COUNCIL**

**WORKING RULE AGREEMENT
FOR THE
CONSTRUCTION INDUSTRY**

(Revised 28th June 2010)

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should be made to the appropriate body set out on page (ii)**

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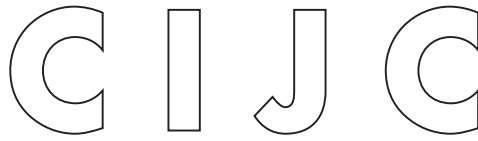
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**CONSTRUCTION INDUSTRY
JOINT COUNCIL**

**WORKING RULE AGREEMENT
FOR THE
CONSTRUCTION INDUSTRY**

(Revised 28th June 2010)

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WORKING RULES

<p>1 Entitlement to Basic and Additional Rates of Pay</p> <p>2 Bonus</p> <p>3 Working Hours</p> <p>4 Overtime Rates</p> <p>5 Daily Fare and Travel Allowances</p> <p>6 Shift Working</p> <p>7 Night Work</p> <p>8 Continuous Working</p> <p>9 Tide Work</p> <p>10 Tunnel Work</p> <p>11 Refuelling, Service, Maintenance and Repairs</p> <p>12 Storage of Tools</p> <p>13 Loss of Clothing (deleted June 2006)</p> <p>14 Transfer Arrangements</p> <p>15 Subsistence Allowance</p>	<p>16 Periodic Leave</p> <p>17 Guaranteed Minimum Weekly Earnings</p> <p>18 Annual Holidays</p> <p>19 Public Holidays</p> <p>20 Payment of Industry Sick Pay</p> <p>21 Benefits Schemes</p> <p>22 Grievance Procedure</p> <p>23 Disciplinary Procedure</p> <p>24 Termination of Employment</p> <p>25 Trade Unions</p> <p>26 Scaffolders</p> <p>27 Health Safety and Welfare</p> <p>28 Reference Periods and Definitions</p> <p>29 Supplementary Agreements</p> <p>30 Duration of Agreement</p>
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Schedule 1. Specified work establishing entitlement to a Skilled Rate or the Craft Rate

Note: Except where required by the context, the singular shall include the plural and the plural the singular; words implying the masculine gender shall include the feminine gender.

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WR.1 ENTITLEMENT TO BASIC RATES OF PAY

Operatives employed to carry out work in the Building and Civil Engineering Industry are entitled to basic pay in accordance with this Working Rule (WR.1). Rates of pay are set out in a separate schedule, published periodically by the Council.

Classification of basic rates of pay for operatives:

General Operative
 Skilled Operative Rate 4
 Skilled Operative Rate 3
 Skilled Operative Rate 2
 Skilled Operative Rate 1
 Craft Operative.

1.1 General Operatives

1.1.1 General Operatives employed to carry out general building and/or civil engineering work are entitled to receive the General Operatives Basic Rate of Pay.

Payment for Occasional Skilled Work

1.1.2 General Operatives, employed as such, who are required to carry out building and/or civil engineering work defined in Schedule 1, on an occasional basis, are entitled to receive the General Operative Basic Rate of Pay increased to the rate of pay specified in Schedule 1 for the hours they are engaged to carry out the defined work.

1.2 Skilled Operatives

1.2.1 Skilled Operatives engaged and employed whole time as such, who are required to carry out skilled building and/or civil engineering work defined in Schedule 1 on a continuous basis, are entitled to the Basic Rate of Pay specified in Schedule 1.

1.3 Craft Operatives

Craft operatives employed to carry out craft building and/or civil engineering work are entitled to receive the Craft Operative Basic Rate of Pay.

1.5 Conditions of Employment of Apprentices

1.4.1 Conditions

An apprentice who has entered into a training service agreement is subject to the same conditions of employment as other operatives employed under the Working Rule Agreement except as provided in WR.1.4.2 to 1.4.6.

1.4.2 Wages

Rates of pay are set out in a separate schedule, published periodically by the Council. Payment under the scale is due from the date of entry into employment as an apprentice, whether the apprentice is working on site or undergoing full-time training on an approved course, subject to the provisions of WR.1.4.3. Payment under the scale is due from the beginning of the pay week during which the specified period starts.

1.4.3 Payment During Off-the-Job Training

Apprentices are entitled to be paid during normal working hours to attend approved courses off-the-job training in accordance with the requirement of their apprenticeship. Payment during such attendance shall be at their normal rate of pay, but the employer may withhold payment for hours during which an apprentice, without authorisation fails to attend the course.

1.4.4 Overtime

The working of overtime by apprentices under 18 years of age shall not be permitted. Where an apprentice age 18 or over is required to work overtime payment shall be in accordance with the provisions of WR.4.

1.4.5 Daily Fare and Travel Allowances

The Apprentice shall be entitled to fare and travel allowances in accordance with WR.5.

1.4.6 Absence and Sick Pay

The employer must be notified at the earliest practical time during the first day of any absence and no later than midday. The first 7 days may be covered by self certification. Thereafter absence must be covered by a certificate or certificates given by a registered medical practitioner. The apprentice shall be entitled to Statutory Sick Pay (SSP) plus Industry sick pay in accordance with WR.20 save the aggregate amount of SSP plus Industry sick pay shall not exceed a normal weeks pay in accordance with WR.1.4.2.

1.4.7 Other Terms and Conditions of Engagement

The apprentice shall be subject to all other provisions and entitlements contained within the Working Rule Agreement.

Note: Normal hourly rate

The expression 'normal hourly rate' in this agreement means the craft, skilled general operatives' or apprentice's weekly basic rate of pay as above, divided by the hours defined in WR.3 "Working Hours". Additional payments for occasional skilled work or bonus payments are not taken into account for calculating the "normal hourly rate".

WR.2 BONUS

It shall be open to employers and employees on any job to agree a bonus scheme based on measured output and productivity for any operation or operations on that particular job.

WR.3 WORKING HOURS

Working Hours

The normal working hours shall be:

Monday to Thursday	8 hours per day
Friday	7 hours per day
Total	39 hours per week.

except for operatives working shifts whose working hours shall continue to be 8 hours per weekday. 40 hours per week.

The expression “normal working hours” means the number of hours prescribed above for any day (or night) when work is actually undertaken reckoned from the starting time fixed by the employer.

3.1 Rest/Meal Breaks

3.1.1 Meal/Refreshment Breaks

At each site or job there shall be a break or breaks for rest and/or refreshment at times to be set by the employer. The breaks shall aggregate 1 hour per day and shall include a meal break of not less than half an hour.

3.1.2 Daily/Weekly Rest Breaks

Where there are objective or technical reasons concerning the organisation of work the application of the Working Time Regulations 1998 – Regulations 10(1) Daily Rest Period – 11(1) and 11(2) Weekly Rest Period is excluded.

3.2 Average Weekly Working Hours

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

WR.4 OVERTIME RATES

The employer may require overtime to be worked and the operative may not unreasonably refuse to work overtime.

Overtime will be calculated on a daily basis, but overtime premium rates will not be payable until the normal hours (39 hours-WR.3) have been worked in the pay week unless the short time is authorised by the employer on compassionate or other grounds or is a certified absence due to sickness or injury.

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

Overtime shall be calculated as follows:

- (a) **Monday to Friday:**
For the first four hours after completion of the normal working hours of the day at the rate of time and a half; thereafter at the rate of double time until starting time the following day.
- (b) **Saturday**
At the rate of time and a half, until completion of the first four hours, and thereafter at double time.
- (b) **Sunday**
At the rate of double time, until starting time on Monday morning.

When an operative is called out after completing the normal working hours of the day or night, he shall be paid at overtime rates for the additional time worked as if he had worked continuously. Any intervening period shall count to determine the rate, but shall not be paid.

Overtime shall be calculated on the normal hourly rate. Additional payments for occasional skilled work and bonus shall not be included when calculating overtime payments.

In no case shall payment exceed double time.

WR.5 DAILY FARE AND TRAVEL ALLOWANCES

5.1 Extent of Payment

Operatives are entitled to a daily fare and travel allowance, measured one way from their home to the job/site. The allowances will be paid in accordance with the table published periodically by the Council. There is no entitlement to allowances under this Rule for operatives who normally report, at normal starting time, to a fixed establishment, such as the employer's yard, shop or permanent depot. The distance travelled will be calculated by reference to WR.5.2. There is no entitlement under this Rule to allowances for distances less than 15 kilometres. Having due regard for health and safety an operative may be required to travel distances beyond the published scale. In which case payment for each additional kilometre should be made based on the difference between the rate for the 74th and 75th kilometre.

5.2 Measurement of Distance

All distances shall be measured utilising the RAC Route Planner (or similar) using the post codes of the operative's home and place of work, based on the shortest distance route.

An operative's home is the address at which the operative is living while employed on the work to which travelled.

In the event that there is no post code for the operatives home and/or place of work the closest post code should be used.

5.3 Transport provided free by the employer

Where the employer provides free transport, the operative shall not be entitled to fare allowance. However, operatives who travel to the pick up point for transport provided free by the employer are entitled to fare allowance for that part of the journey, in accordance with the table.

5.4 **Transfer during Working Day**

An operative transferred to another place of work during working hours shall, on the day of the transfer only, be paid any fares actually incurred:

- (a) in the transfer, and
- (b) in travelling home from the place where he finishes work if this differs from the place where he reported for work at starting time, subject to deduction of half the daily fare allowance.

5.5 **Emergency Work**

An operative called from the home (or temporary place of residence) outside normal working hours to carry out emergency work shall be paid travelling expenses and his normal hourly rate for the time spent travelling to and from the job.

WR.6 SHIFT WORKING

- 6.1 Shift working means a situation in which more than one shift of not less than eight hours is worked on a job in a 24-hour period and such shifts do not overlap.

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

The first shift in the week shall be the first shift that ends after midnight on Sunday.

The normal hours of a shift shall be eight hours, excluding meal breaks, notwithstanding which, the hours to be worked on any particular shift shall be established by the employer.

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

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

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

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

Where the work so requires, an operative shall be responsible for taking over from and handing over to a work colleague at commencement and on completion of duty unless otherwise instructed by the employer.

- 6.2 Employers and operatives may agree alternative shift working arrangements and rates of pay where, at any job or site, flexibility is essential to achieve completion of the work.

Under this rule the first five complete shifts worked by an operative shall count as meeting the requirements of the Guaranteed Minimum Weekly Earnings Rule (WR.17).

The shift allowance shall be regarded as a conditions payment and shall not be included when calculating overtime payments.

This rule does not apply to an operative employed under the Continuous Working, Night Work or Tunnel Work rules.

WR.7 NIGHT WORK

7.1 Night Work Allowance and Overtime

Where work is carried out at night by a separate gang of operatives from those working during daytime, operatives so working shall be paid at their normal hourly rate plus an allowance of 25% of the normal hourly rate.

Overtime shall be calculated on the normal hourly rate provided that in no case shall the total rate exceed double the normal hourly rate. Overtime shall therefore be paid as follows:

- (a) Monday to Friday:
after completion of the normal working hours at the rate of time and a half plus the night work allowance (i.e. time and a half plus 25% of normal hourly rate) for the next four working hours and thereafter at double time.
- (b) Weekends:
all hours worked on Saturday or Sunday night at double time until the start of working hours on Monday.

This rule does not apply to operatives employed on shift work, tunnel work or continuous working.

7.2 Average Weekly Working Hours

Where there are objective or technical reasons concerning the organisation of work, average weekly working hours will be calculated by reference to a twelve month period subject to the employer complying with the general principles relating to the protection of health and safety of workers and providing equivalent compensatory rest periods or, in exceptional cases where it is not possible for objective reasons to grant such periods, ensuring appropriate protection for the operatives concerned.

7.3 Health and Risk Assessments

Under the terms of this agreement night workers will:

- (a) Be provided with a free health assessment before taking up night work and at intervals of not less than three months during which night work is undertaken.
- (b) Be provided on request with a written risk assessment identifying any special hazards or heavy physical strain and the control measures, which apply to eliminate or adequately reduce such risks.

WR.8 CONTINUOUS WORKING

8.1 An operative whose normal duties are such as to require continuous availability for work during mealtimes and consequently has no regular mealtime, shall be deemed a "continuous worker" and shall be responsible for taking over from and handing over to a work colleague at commencement and completion of duty unless otherwise instructed by the employer.

8.2 Continuous working payment will be calculated as follows:

- (a) All times but excluding Saturday 10 p.m. to Sunday 10 p.m.

The rate of pay shall be at the normal hourly rate plus 20% for the number of hours on duty on the job.

- (b) Saturday 10 p.m. to Sunday 10 p.m.

The rate of pay shall be at time and a half plus 20% of the normal hourly rate.

If work between Saturday 10 p.m. to Sunday 10 p.m. is not within the normal cycle of operations for the particular job, then no continuous working allowance shall be paid, but the rate pay shall be double the normal hourly rate.

The continuous working allowance shall be regarded as a conditions payment and shall not be included when calculating overtime payments.

This rule does not apply to an operative employed under the Night Work, Shift Working or Tunnel Work rules.

WR.9 TIDE WORK

9.1 Where work governed by tidal conditions is carried out during part only of the normal working hours, and an operative is employed on other work for the remainder of the normal working hours, the normal hourly rate shall be paid during the normal working hours and thereafter shall be in accordance with the rule on Overtime Rates.

9.2 Where work governed by tidal conditions necessitates operatives turning out for each tide and they are not employed on other work, they shall be paid a minimum for each tide of six hours' pay at normal hourly rates, provided they do not work more than eight hours in the two tides. Payment for hours worked beyond a total of eight on two tides shall be calculated proportionately, i.e. those hours worked in excess of eight multiplied by the total hours worked and the result divided by eight, to give the number of hours to be paid in addition to the twelve paid hours (six for each tide) provided for above.

Work done on Saturday after 4 p.m. and all Sunday shall be paid at the rate of double time. Operatives shall be guaranteed eight hours at normal hourly rate for time worked between 4 p.m. and midnight on Saturday and guaranteed 16 hours at normal hourly rate for two tides worked on Sunday.

The rule on Overtime Rates does not apply to this paragraph 9.2.

WR.10 TUNNEL WORK

The long-standing custom of the industry whereby tunnel work is normally carried out by day and by night is reaffirmed. Where shifts are being worked within and in connection with the construction of tunnels the first period of a shift equivalent to the normal working hours specified in the Working Hours rule for that day shall be deemed to be the ordinary working day. Thereafter the next four working hours shall be paid at time and a half and thereafter at double time provided that:

- (a) In the case of shifts worked on Saturday, the first four hours shall be paid at time and a half and thereafter at double time.
- (b) In the case of shifts worked wholly on Sunday, payment shall be made for all hours worked at doubletime .
- (c) In the case of shifts commencing on Saturday but continuing into Sunday, payment shall be made for all hours worked at double time.
- (d) In the case of shifts commencing on Sunday but continuing into Monday, hours worked before midnight shall be paid double time and thereafter four working hours calculated from midnight shall be at time and a half and thereafter at double time.

This rule does not apply to an operative employed under the Continuous Working or Shift Working rules.

WR.11 REFUELLING, SERVICING, MAINTENANCE AND REPAIRS

Operators of mechanical plant, such as excavators, cranes, generators, compressors or concrete mixers shall, if required, work and be paid at their normal hourly rate for half an hour before and half an hour after the working hours prescribed by the employer for preparatory or finishing work such as refuelling, oiling, greasing, getting out, starting up, checking over, cleaning out, parking and securing the machine or equipment.

Refuelling, Servicing, Maintenance and Repair work carried out on Saturday and Sunday shall be paid in accordance with the rule on Overtime Rates.

WR.12 STORAGE OF TOOLS

When practicable and reasonable on a site, job, or in a workshop the employer shall provide an adequate lock-up or lock-up boxes, where the operative's tools can be securely stored. The operative shall comply with the employer's requirements as regards the storage of tools. At all times an operative shall take good care of his tools and personal property and act in a responsible manner to ensure their reasonable safety.

The employer shall accept liability for such tools up to a maximum amount specified by the Council for any loss caused by fire or theft of tools which have been properly secured by an operative in such lock-up facilities or lock-up boxes. The employer does not have

liability for loss in excess of the specified amount or loss caused other than by fire or theft.

WR.13 This rule has been deleted with effect from 26th June 2006

WR.14 TRANSFER ARRANGEMENTS

- 14.1 At any time during the period of employment, the operative may, at the discretion of the employer be transferred from one job to another.
- 14.2 The employer shall have the right to transfer an operative to any site within daily travelling distance of where the operative is living. A site is within daily travelling distance if:
- (a) when transport is provided free by the employer the operative can normally get from where he is living to the pickup point designated by the employer within one hour, using public transport if necessary, or
 - (b) in any other case the operative, by using the available public transport on the most direct surface route, can normally get to the site within two hours.
- 14.3 Transfer to a job which requires the operative to live away from home shall be by mutual consent. The consent shall not be necessary where the operative has been in receipt of subsistence allowance in accordance with the Subsistence Allowance Rule from the same employer at any time within the preceding 12 months.

WR.15 SUBSISTENCE ALLOWANCE

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

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

Alternatively, the employer may make suitable arrangements for a sick or injured operative to return home, the cost of which shall be met in full by the employer.

An operative in receipt of subsistence allowance shall only be entitled to daily fare and travel allowances under WR.5 between his accommodation and the job if he satisfies the employer that he is living as near to the job as there is accommodation available.

WR.16 PERIODIC LEAVE

16.1 Entitlement

When an operative is recruited on the job or site and employment commences on arrival at the job or site he shall not be entitled to the periodic leave allowances in this rule. In other cases, when an operative is recruited or a sent to a job which necessitates his living away from the place in which he normally resides, he shall be entitled to:-

Payment of his fares or conveyance in transport provided by the employer as follows:-

- (a) from a convenient centre to the job at commencement.
- (b) to the convenient centre and back to the job at the following periodic leave intervals:
 - (i) for jobs up to 128 kilometres from the convenient centre (measured utilising the RAC Route Planner or similar on the shortest distance route), every four weeks.
 - (ii) for jobs over 128 kilometres from the convenient centre (measured utilising the RAC Route Planner or similar on the shortest distance route) at an interval fixed by mutual arrangement between the employer and the operative before he goes to the job.
- (c) from the job to the convenient centre at completion.

16.2 Payment of fares and time travelling

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

Payment for the time spent travelling between the convenient centre and the job is as follows:

- (a) On commencement of his employment at the job, the time travelling from the convenient centre to the job, provided that an operative shall not be entitled to such payment if within one month from the date of commencement of his employment on the job he discharges himself voluntarily or is discharged for misconduct.
- (b) When returning to the job (i.e. one way only) after periodic leave, provided that he returns to the job at the time specified by the employer and provided also that an operative shall not be entitled to such payment if, within one month from the date of his return to the job, he discharges himself voluntarily or is discharged for misconduct.
- (c) On termination of his employment on the job by his employer, the time spent travelling from the job to the convenient centre, provided that he is not discharged for misconduct.
- (d) Time spent in periodic travelling is not to be reckoned as part of the normal working hours; periodic travelling time payments shall in all cases be at the operative's normal hourly rate to the nearest quarter of an hour and shall not exceed payment for eight hours per journey.

16.3 Convenient centre

The convenient centre shall be a railway station, bus station or other similar suitable place in the area in which the operative normally resides.

WR.17 GUARANTEED MINIMUM WEEKLY EARNINGS

Where an operative, who has been available for work for the week whether or not work has been provided by the employer, shall be entitled to guaranteed minimum weekly earnings as defined in WR.1.

17.1 Loss of Guarantee

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

17.2 Proportional Reduction

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

17.3 Availability for Work

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

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

17.4 Temporary Lay-off

17.4.1 Where work is temporarily stopped or is not provided by the employer the operative may be temporarily laid off. The operative shall, subject to the provisions of WR.17.4.2, be paid his normal rate of pay for the day on which he is notified of the lay-off and one fifth of "Guaranteed Minimum Weekly Earnings" as defined in WR.17 for each of the first five days of temporary lay-off. While the stoppage of work continues and the operative is prevented from actually working, the operative will be required by the employer to register as available for work at the operatives local job centre.

17.4.2 The payment described in WR.17.4.1 will be made, provided that in the three months prior to any lay-off there has not been a previous period or periods of lay-off in respect of which a guaranteed payment was made for 5 consecutive days or 5 days cumulative, excluding the day or days of notification of lay-off. In any such case the operative will not be entitled to a further guaranteed payment until a total of three months has elapsed from the last day of the period covered by the previous payment. Thereafter and for so long as the stoppage lasts, the operative shall be entitled to a further guaranteed payment of up to five days.

17.5 Disputes

A dispute arising under this agreement concerning guaranteed minimum payment due may, at the option of the claimant, be referred to ACAS and/or an employment tribunal in the event of no decision by the Council.

WR.18 ANNUAL HOLIDAYS

The Holiday Year will run from the second Monday in January each year. Operatives are entitled to 29 days paid annual holidays inclusive of 8 public and bank days. Paid holiday entitlement accrues at the rate of 0.558 days per week of service.

18.1 **The Winter Holiday** shall be seven working days taken in conjunction with Christmas Day, Boxing Day and New Year's Day, to give a Winter Holiday of two calendar weeks. The Council shall publish the dates of each Winter Holiday. It shall be open to employers and operatives to agree that all or some of the Winter Holiday will be taken on alternative dates.

18.2 **The Summer Holiday** shall be two calendar weeks, by mutual agreement not necessarily consecutive, to be granted in the summer period.

18.3 **Other Holidays** the four remaining days of annual holiday shall be taken outside of the summer period. The other holidays will normally be taken as a block by mutual agreement.

18.4 Payment for Annual Holiday

Payment for annual holiday which shall be made on the last pay-day preceding the commencement of each holiday period shall be made at either:

18.4.1 Where the operatives pay does not vary with the amount of work done

A weeks' pay is simply the normal weekly wage for the contractual weekly hours as defined by the contract of employment.

18.4.2 Where the operatives pay varies with the amount of work done

Where earnings vary because of piecework or productivity bonus arrangements, then a weeks' pay is arrived at calculating the earnings during the normal working week as defined by the contract of employment, averaged over the 12 complete weeks worked immediately prior to the holiday week. Weeks during which the operative is absent due to sickness are to be excluded.

18.4.3 One day's pay is calculated by dividing a week's pay as defined by either WR.18.4.1 or 18.4.2 by the number of hours in the normal working week and multiplying by the normal hours in the particular day, both as defined by the contract of employment.

18.5 Leavers

18.5.1 Operatives who leave the employment of the employer during a leave year are entitled to a compensatory payment calculated as follows:

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

Where:

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

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

18.5.2 Where the number of days leave taken exceeds the operative's entitlement the employer has the right to make a deduction from payments made to the operative leaving the employment of the employer in respect of any overpayment of holiday pay. Such deduction will be calculated in accordance with WR.18.6.

18.6 Amount of the compensatory payment

The operative is entitled to a compensatory payment for each day, or part of a day, of entitlement calculated by reference to the hourly rate of pay under WR.18.4 multiplied by the normal contractual working hours.

18.7 General Provisions related to Annual Holiday.

Where employment commences after the start of the leave year the operative will be entitled to the proportion of the twenty-nine days annual holiday equivalent to the proportion of the leave year calculated from the first week of employment to the last week of the leave year.

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

WR.19 PUBLIC HOLIDAYS

19.1 The following are recognised as public holiday for the purpose of this agreement:

(a) England and Wales

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

(b) Scotland

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

(c) **Local Variations**

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

(d) **Alternative Days**

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

19.2 Payment in respect of Public Holidays

Payment for days of public holiday recognised under this rule shall be made by the employer to an operative in his employment at the time of each such holiday on the pay day in respect of the payweek in which such holiday occurs, except that payment for Christmas Day, Boxing Day and New Year's Day shall be made on the last pay day before the Winter Holiday. The amount of payment for each day of public holiday shall be in accordance with WR.18.4.3.

19.3 General provisions related to payment for Public Holidays

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

19.4 Payment for Work on a Public Holiday

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

WR.20 PAYMENT OF INDUSTRY SICK PAY

20.1 Relationship of Industry Sick Pay with Statutory Sick Pay (SSP)

Under existing legislation there is an entitlement to statutory sick pay. Any payment due under this rule shall be increased by an amount equivalent to any statutory sick pay that may be payable in respect of the same day of incapacity for work under the Regulations made under that Act. These are referred to elsewhere in this Rule as "SSP Regulations".

20.2 Limit of Weekly Payment

The aggregate amount of SSP plus Industry Sick Pay shall not exceed a normal weeks pay in accordance with WR.1.

20.3 Qualifying Days

For the purpose of both this Rule and the SSP Regulations, the Qualifying Days that shall generally apply in the industry are Monday to Friday in each week.

While the qualifying days referred to above shall generally be the same five days as those which form the normal week of guaranteed employment under this agreement, it is accepted that there might be certain exceptions, e.g. where the particular circumstances of the workplace require continuous six or seven day working. In these situations it is in order, where there is mutual agreement, for other days to be regarded as Qualifying Days for the purpose of this Rule and SSP.

20.4 Amount and Duration of Payment

- (a) An operative who during employment with an employer is absent from work on account of sickness or injury shall, subject to satisfying all the conditions set out in this Rule be paid the appropriate proportion of a weekly amount specified by the Council for each qualifying day of incapacity for work. For this purpose, the appropriate proportion due for a day shall be the weekly rate divided by the number of qualifying days specified under WR.20.3 above.
- (b) During the first four continuous weeks of employment with a new employer the operative shall be entitled to Statutory Sick Pay for absence which the employer is satisfied is due to genuine sickness or injury.
- (c) After four continuous weeks of employment the operative shall be entitled to a total of four weeks Industry Sick Pay in addition to SSP in respect of absence that starts after these four weeks.
- (d) After fifteen continuous weeks of employment the operative shall be entitled to a total of seven weeks Industry Sick Pay in addition to SSP (less any Industry Sick Pay received) in respect of absence that starts after these fifteen weeks.
- (e) After twenty six continuous weeks of employment the operative shall be entitled to a total of ten weeks Industry Sick Pay in addition to SSP (less any Industry Sick Pay received) in respect of absence that starts after these twenty six weeks. This entitlement is based on a rolling 12 month period or single period of absence, whichever is the longer.

20.5 Notification of Incapacity for Work

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

20.6 Certification of Incapacity for Work

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

Note: For the purpose of this paragraph a self certificate means a signed statement made by the operative in a form that is approved by the employer, that he has been unable to work due to sickness/injury for the whole period specified in the statement.

20.7 Qualifying Conditions for Payment

An operative shall not be entitled to the payment prescribed in this rule unless the following conditions are satisfied:

- (a) That incapacity has been notified to the employer in accordance with WR.20.5 above.
- (b) That the requirements of WR.20.6 above to supply certificate(s) of incapacity for work have been complied with.
- (c) That the first three qualifying days (for which no payment shall be due) have elapsed in each period of absence.
- (d) That none of the qualifying days concerned is a day of annual or public holiday granted in accordance with the provisions of this Working Rule Agreement.
- (e) That the incapacity does not arise directly or indirectly from insurrection or war, attempted suicide or self-inflicted injury, the operative's own misconduct, any gainful occupation outside working hours or participation as a professional in sports or games.
- (f) That the limit of payment has not been reached.

20.8 The employer shall be responsible for keeping records of absence and payments made to operatives under this Rule.

WR.21 BENEFIT SCHEMES

21.1 Accident and Death Benefit

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

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

21.2 Pension Scheme

An employer is required to make payment on behalf of the operative of such minimum

amount or amounts as is promulgated from time to time by the relevant parties to this agreement for the purpose of providing a retirement benefit. The normal retirement age for an operative shall be 65. Such benefit is an entitlement under this agreement and the employer should normally make a payment of such amount to the B & CE EasyBuild Stakeholder Pension scheme. However, if the operative and the employer shall agree in writing, payment may be made to an alternative approved pension arrangement provider. In any event the parties shall not agree to contribute less than the minimum amounts promulgated from time to time.

21.3 Additional and Voluntary Contributions

Operatives are encouraged to make their own contributions to the approved pension scheme for the purpose of providing retirement benefit. Where an operative contributes in excess of the prescribed employers minimum contribution then the employer shall increase the minimum contribution to match that of the operative up to an amount that is promulgated from time to time by the relevant parties to this agreement. The employer shall arrange for that amount to be transmitted to either B&CE EasyBuild Stakeholder Pension Scheme, or to the employer's approved pension arrangement, by no later than the nineteenth day of the following month that such amount is deducted from the operative's pay.

WR.22 GRIEVANCE PROCEDURE

22.1 Procedure

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

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

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

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

Step 1

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

Step 2

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

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

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

Step 3

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

22.2 Appeals

Step 1

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

Step 2

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

Step 3

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

22.3 The Accompanying Person (The Companion)

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

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

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

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

22.4 Raising a Grievance

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

22.5 Collective Grievances or Disputes

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

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

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

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

Stage 1

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

Stage 2

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

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

Stage 3

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

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

WR.23 DISCIPLINARY PROCEDURE

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

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

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

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

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

Note: The employer will not take any disciplinary action before carrying out a full investigation into the matter for which the disciplinary hearing is to be held.

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

Where there is cause to take disciplinary action, the employer will give the operative adequate written notice of the date, time and place of the disciplinary hearing. The notice must contain details of the complaint against the operative and advise of the right to be accompanied at the hearing or appeal stage by either a trade union representative or a work colleague (WR.23.7). Prior to the disciplinary hearing the operative should be given copies of any documents that will be produced at the hearing.

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

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

23.1 **Disciplinary Action and Stages**

Disciplinary action will comprise the following stages unless WR.23.4 is applicable:

- (a) a written warning,
- (b) a final written warning,
- (c) dismissal,
- (d) following each of the above stages the employer will notify the operative of the decision in writing including the right of appeal under WR.23.3.
- (e) the employer shall deal with disciplinary matters without undue delay.
- (f) where an operative has been accompanied at a disciplinary or appeal hearing by a trade union representative the employer shall provide the representative or the trade union with a copy of any letter of warning or dismissal providing the operative gives express permission.

23.2 **Duration of Warnings**

Warnings will normally be discarded after 6 months in the case of a written warning and 12 months in the case of a final written warning.

23.3 **Right of Appeal**

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

23.4 **Serious Misconduct**

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

23.5 **Gross Misconduct**

23.5.1 In certain circumstances the conduct may be so serious as to be referred to as gross misconduct. In such circumstances the first two stages of the disciplinary procedure, written warning, and final written warning, may be omitted and the operative may be summarily dismissed without notice or pay in lieu of notice but only after following a fair disciplinary process in line with the ACAS Code of Practice. The employer will notify the operative of the alleged gross misconduct in writing and arrange a disciplinary hearing. Also the employer will advise the operative of their right to be accompanied at the disciplinary hearing or appeal stage by either a trade union representative or a work colleague (WR.23.7).

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

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

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

23.6 Shop Stewards

Where it is proposed to take disciplinary action against a duly appointed shop steward, or other trade union official, then before doing so, the employer shall notify the appropriate full time official of the trade union concerned.

23.7 The Accompanying Person (The Companion)

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

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

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

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

WR.24 TERMINATION OF EMPLOYMENT

24.1 Employer notice to Employee

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

All outstanding wages including holiday pay are to be paid at the expiration of the period of notice and the employee advised of his entitlement to PAYE certificates or, in lieu thereof, a written statement that they will be forwarded as soon as possible.

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

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

24.2 Employee notice to Employer

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

- (a) During the first month - one day’s notice
- (b) After one month’s continuous employment - one week’s notice.

WR.25 TRADE UNIONS

25.1 The Employers' Organisations recognise the signatory Trade Unions within the Construction Industry Joint Council for the purposes of collective bargaining. Both parties are fully committed to the Working Rule Agreement and strongly urge employers to:

- (a) recognise the trade unions who are signatories to the Agreement;
- (b) ensure that all operatives are in the direct employment of the company or its sub contractors and are engaged under the terms and conditions of the Working Rule Agreement.

25.2 Deduction of Union Subscriptions

When requested by a signatory trade union, employers should provide facilities for the deduction of union subscriptions (check-off) from the pay of trade union members.

25.3 Full Time Trade Union Officials

A full time official of a trade union which is party to the Agreement shall be entitled, by prior arrangement with the employer's site manager or other senior representative in charge and on presenting his credentials, to visit a workplace to carry out trade union duties and to see that the Working Rule Agreement is being properly observed.

25.4 Trade Union Stewards

An operative is eligible for appointment as a steward on completion of not less than four weeks' continuous work in the employment of the employer. Where an operative has been properly appointed as a steward in accordance with the rules of his trade union (being a trade union signatory to the Agreement) and issued with written credentials by the trade union concerned, the trade union shall notify the employer's site manager or other senior representative of the appointment, for formal recognition by the employer of the steward. On completion of this procedure the employer will recognise the steward, unless the employer has any objection to granting recognition, in which case he shall immediately notify the trade union with a view to resolving the question.

An employer shall not be required to recognise for the purposes of representation more than one officially accredited steward for each trade or trade union at any one site or workplace.

25.5 Convenor Stewards

Where it is jointly agreed by the employer and the trade unions, having regard to the number of operatives employed by the employer at the workplace and/or the size of the workplace the recognised trade unions may appoint a convenor steward, who should normally be in the employ of the main contractor, from among the stewards and such appointment shall be confirmed in writing by the Operatives' side. On completion of this procedure the employer will recognise the Convenor Steward, unless the employer has any objection to granting recognition in which case he shall immediately notify the trade union with a view to resolving the question.

25.6 Duties and Responsibilities of Stewards and Convenor Stewards.

25.6.1 The duties of the Stewards shall be:

- (a) To represent the members of their trade union engaged on the site/factory/depot,
- (b) to ensure that the Working Rule is observed,
- (c) to recruit members on the site/factory/depot into a signatory trade union,
- (d) to participate in the Grievance Procedure at the appropriate stage under WR.22,
- (e) to assist in the resolution of disputes in accordance with the Working Rule Agreement.

25.6.2 The duties of the Convenor Steward, in addition to those set out in WR.25.6.1 shall be:

- (a) to represent the operatives on matters concerning members of more than one trade union,
- (b) to co-operate with Management and to assist individual Shop Stewards
- (c) to ensure that disputes are resolved by negotiation in accordance with the Working Rule Agreement.

25.6.3 No Steward or Convenor Steward shall leave their place of work to conduct trade union business without the prior permission of their immediate supervisor. Such permission should not be unreasonably withheld but should only be given where such business is urgent and relevant to the site, factory or shop.

25.7 Steward Training

To assist them in carrying out their functions, Shop Stewards will be allowed reasonable release to attend training courses approved by their trade union.

25.8 Stewards Facilities

Management shall give recognised trade union officials and/or convenor stewards reasonable facilities for exercising their proper duties and functions. These facilities, which must not be unreasonably withheld, must not be abused. The facilities should include use of a meeting room, access to a telephone and the use of a notice board on site. If the convenor steward so requests, the employer shall provide him regularly with the names of operatives newly engaged by that contractor for work on that site, factory or depot.

25.9 Meetings.

Meetings of operatives, stewards or convenor stewards may be held during working hours only with the prior consent of Management.

WR.26 SCAFFOLDERS

The Following provisions are to be read in conjunction with the provisions of the Construction Industry Scaffolders Record Scheme (CISRS) General Information publication. It should be noted that if a scaffolder or trainee scaffolder is not in possession of a valid CISRS card at the time of engagement, the new employer should make an application immediately. Any difficulties should be referred to the Joint Secretaries for action in accordance with the Scheme.

- 26.1 Scaffolders employed whole time as such will come under one of the categories outlined below:

Trainee Scaffolder: an operative who can produce a current, valid CISRS Trainee Scaffolder card

Scaffolder: an operative who can produce a current, valid CISRS Scaffolders card or a current valid CISRS Basic Scaffolders card.

Please note the word Basic has been dropped by the CISRS scheme. CISRS Cards issued at this grade since June 2006 will state on both the front and reverse of the card CISRS Scaffolder. CISRS Basic Scaffolder cards will be recognised until the expiry date displayed on the card.

Advanced Scaffolder: an operative who can produce a current, valid CISRS Advanced Scaffolders Card.

Operatives holding expired CISRS Basic or Advanced Scaffolder cards will be paid at the Trainee rate (see WR.26.4) until their card is renewed.

CISRS have introduced a new category of card, Basic Access System Erector (BASE) for non scaffolding operatives. This will allow an operative upon completion of the appropriate CISRS course to erect some specified simple scaffolding structures using prefabricated systems scaffold, which, will be restricted by height, structure and work environment. See the CISRS website www.cisrs.org.uk for further information.

Please note operatives carrying the BASE card are not fully qualified scaffolders and must not carry out any works in tube and fittings, also they must not carry out any works in prefabricated systems which exceeds the scope of their training.

- 26.2 No operative other than a Scaffolder or Advanced Scaffolder as defined above may be employed on scaffolding operations and no scaffolder other than an Advanced Scaffolder may be employed on advanced scaffolding operations (see schedule WR.26.5) unless working together with and under the supervision of a qualified CISRS Scaffolder or Advanced Scaffolder.
- 26.3 The onus of proof of training and experience required under this Rule is on the operative concerned and the onus on checking the proof submitted is on the employer.

26.4 Scaffolders covered by WR.26.1 are entitled to the Skilled Operative Basic Rate of Pay 4, 3, 2, 1 or Craft rate as follows:

	Rate
CISRS BASE (Basic Access Systems Erector)	4
CISRS Trainee	4
CISRS Scaffolder	Craft Rate
CISRS Advanced	Craft Rate

26.5 Approved list of scaffolding operations

- Erecting, adapting and dismantling
- Independent, putlog and birdcage scaffolds, static and mobile towers
- Beams to form gantries and openings, correctly braced
- Hoist frameworks
- Protective fans
- Stack Scaffolds
- Roof Scaffolds
- Scaffolds to form Truss out scaffolds
- Simple cantilevers
- Edge protection
- Proprietary Systems (see rear of card to verify product training)
- Fixing sheeting/netting to scaffold framework
- Interpreting simple design layout drawing for scaffolding detailed above
- Applying knowledge of relevant of Construction Regulation/Legislation/Industry best practice and guidance relating to operations listed above.

Note: CISRS Scaffolders / CISRS Basic Scaffolders are sufficiently qualified and deemed competent for onsite supervision for all of the operations listed above.

Advanced List

- All work in the list of scaffolding operations above
- Erecting, adapting or dismantling
- Suspended Scaffolds
- Raking or Flying Shores
- Other forms of designed structures e.g. larger truss-outs, cantilevers, lifting structures, ramps, footbridges, and temporary roofs.
- Scaffolding or standard props (including all bracing) to form a dead shore including adjustable bases and fork heads

Scaffolding and proprietary systems (including levelling to within reasonable tolerances) to support formwork as laid out in engineering scaffold drawings. (See rear of card to verify product training)

Interpreting scaffold design drawings

Applying knowledge of relevant of Construction Regulation/Legislation/Industry best practice and guidance relating to operations listed above.

Note: Only CISRS Advanced Scaffolders are sufficiently qualified and deemed competent for onsite supervision for all of the operations listed above.

WR.27 HEALTH SAFETY AND WELFARE

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

27.2 Trade Union Safety Representatives

Legislation provides that recognised trade unions may appoint safety representatives to represent operatives. Provision is also made for the establishment of safety committees where a formal request, in writing, is made to an employer by a least two safety representatives who have been appointed in accordance with legislation.

Trade union safety representatives are an appropriate means of consulting with those workers who are represented by a trade union, however not all workers will be represented by the appointed person and they need an alternative method of consultation.

27.3 Site Induction

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

27.4 Consultation with the Workforce

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

WR.28 REFERENCE PERIODS AND DEFINITIONS

- 28.1 For the purpose of compliance with the Working Rule Agreement, statutory definitions, entitlements and calculations, the reference period shall, subject to the requirements of WR.3.2 and WR.7.2 – “Average Weekly Working Hours”, be twelve months and in accordance with the Working Time Regulations 1998.
- 28.2 A night worker is defined as a worker who works at least 3 hours of his daily working time between the hours of 11.00 pm and 6.00 am on the majority of days worked.

WR.29 SUPPLEMENTARY AGREEMENTS

When it is agreed between the employer(s) and operative(s) that at any particular workplace it would be appropriate to enter into an agreement specifically for that workplace, any such agreement shall be supplementary to and not in conflict with this Working Rule Agreement. Where any dispute arises in this respect the Working Rule Agreement takes precedence.

WR.30 DURATION OF AGREEMENT

This Agreement shall continue in force and the parties to it agree to honour its terms until the expiration of three calendar month's notice to withdraw from it, given by either the Employers' side or the Operatives' side.

SCHEDULE I

Specified Work Establishing Entitlement to the Skilled Operative Pay Rate 4,3,2,1 or Craft Rate

	Basic Rate of Pay
BAR BENDERS AND REINFORCEMENT FIXERS	
Bender and fixer of Concrete Reinforcement capable of reading and understanding drawings and bending schedule and able to set out work	Craft Rate
CONCRETE	
Concrete Leveller or Vibrator Operator	4
Screeder and Concrete Surface Finisher working from datum such as road-form, edge beam or wire	4
Operative required to use trowel or float (hand or powered) to produce high quality finished concrete	4
DRILLING AND BLASTING	
Drills, rotary or percussive: mobile rigs, operator of	3
Operative attending drill rig	4
Shotfirer, operative in control of and responsible for explosives including placing, connecting and detonating charges	3
Operatives attending on shotfirer, including stemming	4
DRYLINERS	
Operatives undergoing approved training in drylining	4
Operatives who can produce a certificate of training achievement indicating satisfactory completion of at least one unit of approved drylining training	3
Dryliners who have successfully completed their training In drylining fixing and finishing	Craft Rate
FORMWORK CARPENTERS	
1st year trainee	4
2nd year trainee	3
Formwork Carpenters	Craft Rate

GANGERS AND TRADE CHARGEHANDS

(Higher grade payments may be made at the employer’s discretion) 4

GAS NETWORK OPERATIONS

Operatives who have successfully completed approved training to the standard of:

GNO Trainee 4

GNO Assistant 3

Team Leader – Services 2

Team Leader – Mains 1

Team Leader – Mains and Services 1

LINESMEN – ERECTORS

1st grade..... 2

(Skilled in all works associated with the assembly, erection, maintenance and dismantling of Overhead Lines Transmission Lines on steel towers, concrete or wood poles, including all overhead lines construction elements.)

2nd Grade 3

(As above but lesser degree of skill – or competent and fully skilled to carry out some of the elements of construction listed above.)

Linesmen-erector’s mate
(Semi-skilled in works specified above and a general helper) 4

MASON PAVIORS

Operative assisting a Mason Pavior undertaking kerb laying, block and sett paving, flag laying, in natural stone and precast products 4

Operative engaged in stone pitching or dry stone walling 3

MECHANICS

Maintenance Mechanic capable of carrying out field service duties, maintenance activities and minor repairs 2

Plant Mechanic capable of carrying out major repairs and overhauls including welding work, operating metal turning lathe or similar machine and using electronic diagnostic equipment 1

Maintenance/Plant Mechanics’ Mate on site or in depot 4

Tyre Fitter, heavy equipment tyres 2

MECHANICAL PLANT DRIVERS AND OPERATORS

Backhoe Loaders (with rear excavator bucket and front shovel and additional equipment such as blades, hydraulic hammers, and patch planers)

Backhoe, up to and including 50kW net engine power; driver of	4
Backhoe, over 50kW up to and including 100kW net engine power; driver of	3
Backhoe, over 100kW net engine power; driver of	2

Compressors and Generators

Air compressor or generators over 10 kW; operator of	4
--	---

Concrete Mixers

Operative responsible for operating a concrete mixer or mortar pan up to and including 400 litres drum capacity	4
---	---

Operative responsible for operating a concrete mixer over 400 litres and up to and including 1,500 litres drum capacity	3
---	---

Operative responsible for operating a concrete mixer over 1,500 litres drum capacity	2
--	---

Operative responsible for operating a mobile self-loading and batching concrete mixer up to 2,500 litres drum capacity	2
--	---

Operative responsible for a operating a mechanical drag-shovel	4
--	---

Concrete Placing Equipment

Trailer mounted or static concrete pumps: self-propelled concrete Placers: concrete placing booms; operator of	3
--	---

Self-propelled Mobile Concrete Pump, with or without boom, mounted on lorry or lorry chassis; driver/operator of	2
--	---

Cranes

Mobile Cranes

Self-propelled mobile crane on road wheels, rough terrain wheels or caterpillar tracks including lorry mounted:

Max. lifting capacity at min. radius, up to and including 5 Tonne; driver of	4
--	---

Max. lifting capacity at min. radius, over 5 Tonne and up to and including 10 Tonne; driver of	3
--	---

Max. lifting capacity at min. radius, over 10 Tonne	Craft Rate
---	------------

Where grabs are attached to Cranes the next higher skill rate of pay applies except over 10 Tonne where the rate is at the employer's discretion.

Tower Cranes (including static or travelling: standard trolley or luffing jib)

Up to and including 2 Tonne max. lifting capacity at min. radius; driver of	4
Over 2 Tonne up to and including 10 Tonne max. lifting capacity at min. radius; driver of	3
Over 10 Tonne up to and including 20 Tonne max. lifting capacity at min. radius; driver of	2
Over 20 Tonne max. lifting capacity at min. radius; driver of	1

Miscellaneous Cranes and Hoists

Overhead bridge crane or gantry crane up to and including 10 Tonne capacity; driver of	3
Overhead bridge crane or gantry crane over 10 Tonne up to and including 20 Tonne capacity; driver of	2
Power driven hoist or jib crane; operator of	4

Slinger / Signaller appointed to attend Crane or hoist to be responsible for fastening or slinging loads and generally to direct lifting operations 4

Dozers

Crawler dozer with standard operating weight up to and including 10 Tonne; driver of	3
Crawler dozer with standard operating weight over 10 Tonne and up to and including 50 tonne; driver of	2
Crawler dozer with standard operating weight over 50 Tonne; driver of 1	

Dumpers and Dump Trucks

Up to and including 10 Tonne rated payload; driver of	4
Over 10 Tonne and up to and including 20 Tonne rated payload; driver of	3
Over 20 Tonne and up to and including 50 Tonne rated payload; driver of	2
Over 50 Tonne and up to and including 100 Tonne rated payload; driver of	1
Over 100 Tonne rated payload; driver of	Craft Rate

Excavators (360 degree slewing)

Excavators with standard operating weight up to and including 10 Tonne;
driver of 3

Excavator with standard operating weight over 10 Tonne and up to and
including 50 Tonne; driver of 2

Excavator with standard operating weight over 50 Tonne; driver of 1

Banksman appointed to attend excavator or responsible for positioning vehicles
during loading or tipping 4

Fork-Lifts Trucks and Telehandlers

Smooth or rough terrain fork lift trucks (including side loaders) and
telehandlers up to and including 3 Tonne lift capacity; driver of 4

Over 3 Tonne lift capacity; driver of 3

Motor Grader: driver of 2

Motorised Scraper: driver of 2

**Motor Vehicles (Road Licensed Vehicles)
Driver and Vehicle Licensing Agency (DVLA)**

Vehicles requiring a driving licence of category C1; driver of 4
(Goods vehicle with maximum authorised mass (mam) exceeding 3.5 Tonne
but not exceeding 7.5 Tonne and including such a vehicle drawing a trailer
with a mam not over 750kg)

Vehicles requiring a driving licence of category C; driver of 2
(Goods vehicle with a maximum authorised mass (mam) exceeding 3.5 Tonne
and including such a vehicle drawing a trailer with mam not over 750kg)

Vehicles requiring a driving licence of category C plus E; driver of 1
(Combination of a vehicle in category C and a trailer with maximum authorised
mass over 750kg)

Power Driven Tools

Operatives using power-driven tools such as breakers, percussive drills,
picks and spades, rammers and tamping machines 4

Power Rollers

Roller, up to and including 4 Tonne operating weight; driver of 4

Roller, over 4 Tonne operating weight and upwards; driver of 3

Pumps, Power-driven pump(s); attendant of 4

Shovel Loaders, (Wheeled or tracked, including skid steer)

Up to and including 2 cubic metre shovel capacity; driver of 4

Over 2 cubic metre and up to and including 5 cubic metre shovel capacity; driver of 3

Over 5 cubic metre shovel capacity; driver of 2

Tractors (Wheeled or Tracked)

Tractor, when used to tow trailer and/or with mounted compressor, up to and including 100kW rated engine power; driver of 4

Tractor, ditto, over 100kW up to and including 250kW rated engine power; driver of 3

Tractor, ditto, over 250kW rated engine power; driver of 2

Trenchers (Type wheel, chain or saw)

Trenching Machine, up to and including 50kW gross engine power; driver of 4

Trenching Machine, over 50kW and up to and including 100kW gross engine power; driver of 3

Trenching Machine, over 100kW gross engine power; driver of 2

Winches, Power driven winch; driver of 4

PILING

General Skilled Piling Operative 4

Piling Chargehand / Ganger 3

Pile Tripod Frame Winch Driver 3

CFA or Rotary or Driven Mobile Piling Rig Driver 2

Concrete Pump Operator 3

PIPE JOINTERS

Jointers, pipes up to and including 300mm diameter 4

Jointers, pipes over 300mm diameter and up to 900mm diameter 3

Jointers, pipes over 900mm diameter 2

EXCEPT in HDPE mains when experienced in butt fusion and/or electrofusion jointing operations 2

PIPELAYERS

Operative preparing the bed and laying pipes up to and including 300 mm diameter	4
Operative preparing the bed and laying pipes over 300 mm diameter and up to and including 900mm diameter	3
Operative preparing the bed and laying pipes over 900mm diameter	2

PRE-STRESSING CONCRETE

Operative in control of and responsible for hydraulic jacks and other tensioning devices engaged in post-tensioning and/or pre-tensioning concrete elements	3
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ROAD SURFACING WORK (includes rolled asphalt, dense bitumen macadam and surface dressings)

Operatives employed in this category of work to be paid as follows:

Chipper	4
Gritter Operator	4
Raker	3
Paver Operator	3
Leveller on Paver	3
Road Planer Operator	3
Road Roller Driver, 4 Tonne and upwards	3
Spray Bar Operator	4

SCAFFOLDERS

See WR.26 above.

STEELWORK CONSTRUCTION

A skilled steel erector engaged in the assembly, erection and fixing into position of steel-framed buildings and structures	1
Operative capable of and engaged in fixing simple steelwork components such as beams, girders and metal decking	3

TIMBERMAN

Timberman, installing timber supports	3
Highly skilled timberman working on complex supports using timbers of size 250mm by 125mm and above	2
Operative attending	4

TUNNELS

Operative working below ground on the construction of tunnels and underground spaces or sinking shafts:	
Tunnel Boring Machine operator	2
Tunnel Miner (skilled operative working at the face)	3
Tunnel Miner’s assistants (operative who assists the tunnel miner)	4
Other operatives engaged in driving headings in connection with cable and pipe laying	4
Operative driving loco	4

WELDERS

Grade 4 (Fabrication Assistant) Welder able to tack weld using SMAW or MIG welding processes in accordance with verbal instructions and including mechanical preparation such as cutting and grinding	3
Grade 3 (Basic Skill Level) Welder able to weld carbon and stainless steel using at least one of the following processes SMAW, GTAW, GMAW for plate-plate fillet welding in all major welding positions, including mechanical preparation and complying with fabrication drawings	2
Grade 2 (Intermediate Skill Level) Welder able to weld carbon and stainless steel using manual SMAW, GTAW, semi-automatic MIG or MAG, and FCAW welding processes including mechanical preparation, and complying with welding procedures, specifications and fabrication drawings.	1
Grade 1 (Highest Skill Level) Welder able to weld carbon and stainless steel using manual SMAW, GTAW, semi-automatic GMAW or MIG or MAG, and FCAW welding processes in all modes and directions in accordance with BSEN 287-1 and/or 287-2 Aluminium Fabrications including mechanical preparation and complying with welding procedures, specifications and fabrication drawings.	Craft Rate

YOUNG WORKERS

Operatives below 18 years of age will receive payment 60% of the general operative basic rate.

At 18 years of age or over the payment is 100% of the relevant rate.

CONSTRUCTION INDUSTRY JOINT COUNCIL

Joint Secretaries Guidance Notes on the Working Rule Agreement of the Construction Industry Joint Council.

Introduction

These Notes of Guidance, whilst not forming part of the Working Rules, are intended to assist employers and operatives to understand and implement the Working Rule Agreement.

It is the intent of all parties to this Agreement that operatives employed in the building and civil engineering industry are engaged under the terms and conditions of the CIJC Working Rule Agreement.

Requests for definitions, clarification or resolution of disputes in relation to this Agreement should be addressed to the appropriate adherent body set out on page ii and 53 of this agreement.

WR.1 Entitlement to Basic Rates of Pay

WR.1 sets out the entitlement to the basic rate of pay, additional payments for skilled work and intermittent skill and responsibility.

There are six basic rates of pay plus rates for Apprentices under this Agreement; General Operative rate, four rates for Skilled Operatives, a rate for a Craft Operative and Apprentices.

Payment for Occasional Skilled Work

WR.1.1.2 deals with the payment for occasional skilled work and provides that general operatives who are required to carry out work defined in Schedule 1 on an occasional basis should receive an increased rate of pay commensurate with the work they are carrying out for the period such work is undertaken. This sets out the flexibility to enable enhanced payment to be made to general operatives undertaking skilled work for a limited amount of time but should not be used where the operative is engaged whole time on skilled work.

Skilled Operatives

WR.1.2.1 sets out a permanent rate of pay for skilled operatives who are engaged whole time on the skilled activity and does not permit the operative engaged on whole time skilled work to have his pay reduced to the General Operative basic rate when occasional alternative work is undertaken.

WR.3.2 Average Weekly Working Hours.

Working Rules 3.2 and 7.2 provide, where there are objective or technical reasons, for the calculation of average weekly working hours by reference to a period of twelve months.

Whilst it is open to employers and employees to agree to work additional hours over the “normal working hours,” Rule 3.2 does not give the employer the unilateral right to introduce excessive hours on a job or site. The 12 month averaging period referred to may only be applied where, for objective reasons, it is necessary to ensure completion of the work efficiently and effectively or where there are technical reasons that require additional hours to be worked.

Examples of objective and/or technical reasons which may require average weekly working hours to be calculated using a twelve month reference period are set out below: The list is not exhaustive other objective or technical reasons may apply.

Objective Reasons:

Work on infrastructure, roads, bridges, tunnels and tide work etc.

Client requirements for work to be completed within a tightly defined period, work undertaken for exhibitions, schools, retail outlets, shopfitting and banks etc.

Emergency work, glazing and structural safety etc.

Technical Reasons;

Work requiring a continuous concrete pour, surfacing and coating work, tunnelling etc.

Note: Any disputes regarding the validity of objective and/or technical reasons may be referred to the National Conciliation Panel of the Construction Industry Joint Council.

WR.4 Overtime Rates.

Where an operative who has worked overtime fails without authorisation to be available for work during normal weekly working hours he may suffer a reduction in or may not be entitled to premium payments in respect of overtime worked.

To calculate the number of hours paid at premium rate (overtime) you subtract the number of hours of unauthorised absence from the total number of hours overtime worked. This is in effect using a part of the hours of overtime worked to make the hours paid at the normal hourly rate up to 39 hours per week, the balance of overtime is paid at the appropriate premium rate.

Examples

Example 1.

An operative works three hours overtime on Monday. Tuesday and Wednesday, works normal hours on Thursday and is unavailable for work on Friday due to unauthorised absence. In these circumstances overtime premia will be calculated as follows:

	Normal Hours	Overtime Hours
Monday	8	3
Tuesday	8	3
Wednesday	8	3
Thursday	8	-
Friday	-	-
Total hours worked	<u>(A) 32</u>	<u>(B) 9</u>
Normal weekly working hours		(C) 39
Less total normal hours worked		(B) <u>32</u>
Hours required to make up to 39		(D) <u>7</u>
Total overtime hours		(B) 9
Less		(D) <u>7</u>
Hours to be paid at premium rate		(E) <u>2</u>

The operative is, therefore, entitled to be paid:

(A+D)	39 Hours at "Normal Hourly Rate"	
(E)	2 Hours at premium rate (time and a half)	
Total	<u>41 Hours</u>	

Example 2.

An operative works four hours overtime on a Monday, three hours on Tuesday five hours (one hour double time) on a Wednesday, no overtime on either Thursday or Friday and absents himself from work on Friday at 12.00 noon without authorisation and then works six hours on Saturday. The calculation would be as follows:

Monday	8	4
Tuesday	8	3
Wednesday	8	5(1 hour double time)
Thursday	8	-
Friday	3 ¹ / ₂	-
Saturday	-	6 (2 hours double time)
Total Hours worked	<u>(A) 35¹/₂</u>	<u>(B) 18</u>
Normal weekly working hours		(C) 39
Less total normal hours worked		(B) 35 ¹ / ₂
Hours required to make up to 39		(D) <u>3¹/₂</u>
Total overtime hours		(B) 18
Less		(D) 3 ¹ / ₂
Hours to be paid at premium rate		(E) <u>14¹/₂</u>

The operative is, therefore, entitled to be paid:

(A+D)	39 Hours at "Normal Hourly Rate"
(E)	14½ Hours at premium rate (time and a half)
Total	<u>53½ Hours</u>

The entitlement to 3 hours pay at double time is extinguished in this example by the hours of unauthorised absence. If the number of hours worked at double time exceeds the number of hours of unauthorised absence the balance must be paid at the rate of double time.

Note: There shall be no reduction in overtime premium payments for operatives who are absent from work with the permission of the employer or who are absent due to sickness or injury.

WR.17.4 Temporary Lay-off.

The temporary lay-off provisions may only be used when the employer has a reasonable expectation of being able to provide work within a reasonable time.

In this context an example of an employer who has a reasonable expectation to be able to provide work may be where a tender has been accepted but commencement delayed, where work is temporarily stopped due to weather conditions or for some other reason outside the employer's control. Reasonable time is not legally defined, however, an employee who has been temporarily laid off for four or more consecutive weeks or six weeks cumulative in any thirteen week period may claim a redundancy payment.

In no circumstances may the temporary lay-off rule be used where a genuine redundancy situation exists or to evade statutory obligations.

An employee who is temporarily laid off is entitled to payment of one fifth of his guaranteed minimum earnings for the day of notification of lay-off and for each of the first five days of the lay-off subject to the limitations in WR.17.4.2.

CONSTRUCTION INDUSTRY JOINT COUNCIL

Joint Secretaries Note

Night Workers and Health Assessments

Under the provisions of the Working Time Regulations 1998 workers who are designated “night workers” must be offered a free health assessment before taking up night work in order to check that they are physically and mentally fit to undertake night work.

Rule 28.2 describes a night worker as:

28.2 A night worker is defined as a worker who works at least 3 hours of his daily working time between the hours of 11.00 pm and 6.00 am on the majority of days worked.

And

Rule 7.2 refers to Average Weekly Working Hours as:

7.2 Where there are objective or technical reasons concerning the organisation of work, average weekly working hours will be calculated by reference to a twelve month period subject to the employer complying with the general principles relating to the protection of health and safety of workers and providing equivalent compensatory rest periods or, in exceptional cases where it is not possible for objective reasons to grant such periods, ensuring appropriate protection for the operatives concerned.

And

Rule 7.3 (a) states:

7.3(a) Be provided with a free health assessment before taking up night work and at intervals of not less than three months during which night work is undertaken.

In order to assist employers of night workers in complying with the foregoing requirements a sample health screening questionnaire has been jointly agreed and is printed on the reverse side of this note.

G C Lean
Employers' Secretary

G B Brumwell
Operatives' Secretary

SAMPLE HEALTH QUESTIONNAIRE

The purpose of this questionnaire is to ensure that you are suited to working at night. All the information you provide will be kept confidential.

Type of work/duration of night work

Surname Other names

Sex Male/Female Date of Birth.....

Permanent address.....

Telephone No.....

Job Title.....

Do you suffer from any of the following health conditions?

- Yes/No Diabetes
- Yes/No Heart or circulatory disorders
- Yes/No Stomach or intestinal disorders
- Yes/No Any condition which causes difficulties sleeping
- Yes/No Chronic chest disorders, especially if night-time symptoms are troublesome
- Yes/No Any medical condition requiring medication to a strict timetable
- Yes/No Any other health factors that might affect fitness at work

If you have answered 'yes' to any of the questions above you may be asked to see a doctor or nurse for further assessment.

I, the undersigned, confirm that the above is correct to the best of my knowledge.

Signed.....

Date.....

Assessment Employer

[This gives an indication of whether the worker is fit to work nights or should see a doctor or nurse for a medical examination. If an examination is considered necessary the doctor or nurse should be asked specific questions about the operative's health which are relevant to the type of night work to be undertaken]

.....

.....

.....

.....

.....

Signed.....

Date.....

CONSTRUCTION INDUSTRY JOINT COUNCIL

Joint Secretaries Note

Special Arrangements for Apprentices

Whereas the CIJC has set out the terms and conditions of employment for apprentices the parties to the CIJC recognise that special care needs to be taken by the employer when dealing with apprentices and particularly when dealing with matters such as discipline, grievance and lay-off.

WR.17.4 Temporary Lay-off

Whereas it is recognised that employers may, from time to time, find it necessary to lay operatives off on a temporary basis such arrangements should only be used as a very last resort with regard to apprentices. In particular the employer should give consideration to all and any measures that might prevent lay-off including secondment or temporary transfer.

WR.22 Grievance Procedure

The parties to the CIJC regard the training of apprentices as a matter to be taken seriously by both the employer and the apprentice. Employers should recognise that apprentices may find it difficult to raise issues regarding their employment or training and will generally be reluctant to complain. Employers should therefore be particularly sensitive with regard to any issues that are raised by an apprentice and ensure that apprentices are provided with every opportunity to give feedback to the employer regarding their training etc.

WR.23 Disciplinary Procedure

The parties to the CIJC recognise that the training of an apprentice represent a significant commitment on the part of the employer both in financial and management terms. Whereas it is essential that apprentices conduct themselves in a proper manner and apply themselves diligently to their education and training employers should take a firm but compassionate approach when dealing with matters of discipline.

G C Lean
Employers' Secretary

A Ritchie
Operatives' Secretary

CONSTRUCTION INDUSTRY JOINT COUNCIL

Joint Secretaries Note (Revised March 2005)

Towards a Fully Qualified Workforce

Employers and Trade Unions are committed to improving the industry's safety record. Towards this end major contractors are insisting that all those employed on their sites hold a current CSCS registration card. To be issued with such a card the operative must have passed a safety awareness test within two years of applying, or re-applying for a CSCS card. The CSCS card remains valid for 5 years and for the CSCS card to be renewed the operative must have passed a further safety awareness test within the previous two years.

The safety awareness test is taken either at fixed testing centres or mobile units and it is for the employer to make arrangements for the booking and payment of such tests. The operative is required to attend and take a test so arranged.

In the event that an operative fails to pass a first safety awareness test the employer should arrange appropriate coaching/training in order to assist the operative in a re-test.

In the rare circumstances that an operative fails the re-test the employer should investigate as thoroughly as possible the reasons for the failure and, again, provide coaching/training in order to assist the operative in achieving the knowledge necessary to pass and the operative should be offered a third and final opportunity to take the test at the employer's expense.

Employers who are in-scope to CITB may be able to recover the costs for a successfully completed test by way of grant from the CITB.

G C Lean
Employers' Secretary

A Ritchie
Operatives' Secretary

CONSTRUCTION INDUSTRY JOINT COUNCIL

Joint Secretaries Note

Leave in Case of Bereavement

Under employment legislation operatives are entitled to take a reasonable amount of unpaid time off work to deal with certain unexpected or sudden emergencies and to make any necessary longer-term arrangements. This entitlement includes time off when a dependant dies to make funeral arrangements as well as to attend the funeral. The precise amount of time off will depend on individual circumstances. For instance if the funeral is overseas, then the employer and operative will need to agree a length of absence which is reasonable in the circumstances.

Best Practice Guidance for Employers

The parties to the CIJC recognised that dealing with the death of a family member can be stressful and encourage employers to be sympathetic and helpful to operatives at this most difficult time. This joint secretary's note is intended to give guidance to employers.

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 responsibility for dealing with funeral arrangements up to 3 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 2 days may be granted. When an operative is living away from home in accordance with WR14.3 consideration should be given to granting an additional day of paid leave. Where the operative attends the funeral of a close relative e.g. Brother, sister, grandparent etc. but does not have responsibility for funeral or other arrangements one day's paid leave should normally be granted.

The foregoing is intended to give guidance to employers. Where an employer decides to adopt an alternative policy it is essential that the employer maintain a consistent and fair approach. Should a fraudulent claim arise the matter should be dealt with in accordance with the disciplinary procedure – WR.23.

G C Lean
Employers' Secretary

A Ritchie
Operatives' Secretary

CONSTRUCTION INDUSTRY JOINT COUNCIL

Joint Secretaries Note

Occupational Health

The implications of construction workers' health is far reaching in terms of quality of delivery, human resource management, corporate reputation and economic stability on a nationwide scale. Yet historically, construction industry employers, like most other sectors, have not fully recognised the important issues that surround work related health.

Unlike the now familiar standards of safety at work, which is often distinguished as an identifiable event, health at work is often governed by a more tenuous set of parameters which are time sensitive. Illness does not manifest itself immediately, physical damage on a site often takes place over a period of time, construction employers and employees can be unaware of a silent enemy infiltrating the workforce and unwittingly support its perpetration through working practice.

Best Practice Guidance for Employers

There is no "one size fits all" when it comes to occupational health. However, employers' must fully recognise their responsibilities in all areas relating to the health, safety and welfare of their workers.

The CIJC Secretaries recommend that employers operate an appropriate system of occupational health screening for all their workers.

This could range from the regular completion, by the worker, of a health assessment questionnaire which should be reviewed by a qualified specialist to regular physical examinations. Whatever approach is considered appropriate it is vital that any health issues identified are fully addressed and no worker is allowed to undertake activities that could be detrimental to health.

G C Lean
Employers' Secretary

A Ritchie
Operatives' Secretary

CONSTRUCTION INDUSTRY JOINT COUNCIL

CONSTITUTION AND RULES OF PROCEDURE

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

Rule 1. CONSTITUTION OF THE COUNCIL

1.1 *The Council*

The Council shall consist of not more than twenty two members, including the Joint Secretaries, one half of whom shall be Employers' representatives and one half Operatives' representatives apportioned among and appointed by the bodies adherent to the Council in such manner as the respective sides may from time to time agree.

1.2 *Vacancies*

Any vacancy shall be filled by the Adherent Body which appointed the member whose seat has become vacant.

1.3 *Substitute Members*

Should a member of the Council be unable to attend any meeting of the Council, a substitute duly appointed by the body he represents may attend in his/her place upon notice being given to the appropriate secretary prior to the meeting.

1.4 *Regular Meetings*

The Council shall meet three times in each year. The second meeting in each year shall be the annual meeting.

1.5 *Other Meetings*

Other meetings of the Council may be held at such times as the Council, or the Chairman acting on its behalf, may agree.

1.6 *Quorum*

A majority of the members of the Council on each Side shall constitute a quorum at any meeting of the Council.

1.7 *Voting*

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

1.8 *Notice of Meetings*

Not less than 14 days' notice shall be given of any regular meetings of the Council.

1.9 *Agenda, Papers, etc.*

The Agenda, papers, and all relevant documents shall be circulated to members of the Council at least seven days prior to the date of the convened meeting.

1.10 *Minutes, Notifications.*

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

1.11 *Amendments to the Constitution and Working Rules*

An Adherent Body may at any regular meeting, propose an amendment to the Constitution and Rules of the Council or to any of its Agreements. Notice of an intention to propose such an amendment shall be given in writing to the Joint Secretaries not less than six weeks prior to the date fixed for the meeting. The notice must specify precisely the nature of the proposed amendment. On receipt of such notice(s) the Joint Secretaries shall circulate details of the proposal(s) to all other Adherent Bodies.

1.12 *Consideration by the Council*

Appropriate notice haven been given, the proposal shall be placed on the agenda for the next regular meeting of the Council.

1.13 *Ratification of Council's Decision*

A decision of the Council made under Rule 1.12 shall be subject to ratification by a majority of the Employer Adherent Bodies and by a majority of the Operative Adherent Bodies before taking effect. The value to be attached to the vote of each Adherent Body is to be proportional to its representation on the Council.

Ratification may be declared at the time when the decision is taken. Otherwise the decision shall be notified to the Adherent Bodies who shall be allowed four weeks from the date of notification in which to vote for or against ratification.

When a decision has been ratified the Council shall promulgate the decision and publish the date of operation. Such a decision shall then become binding upon the Industry.

Should there be a failure to ratify, the Council shall meet as soon as practicable thereafter to consider what further steps, if any, it can take in the matter.

1.14 *Limitations on Re-introduction of Proposals or on Submission of new Proposals*

Once an amendment has, after due notice, been proposed at a regular meeting, whatever the outcome of the proposal may have been and whether a decision of the Council thereon has or has not been ratified, no further proposal affecting the same provision in the Council's Constitution or Working Rules shall be considered by the Council earlier than the twelve months after the meeting when the original proposal was made.

1.15 *Scottish Regional Council*

A Scottish Regional Council (SRC) will be established which will comply with Rules 1.1, 1.2 and 1.3. The SRC will be responsible for dealing with Conciliation Panel hearings for references to disputes, differences or questions in relation to the building industry in Scotland. SRC Conciliation Panel procedure will comply with the requirements of Rule 7 and any reference to a Conciliation Panel in Rule 7 shall be construed as a reference to the SRC Conciliation Panel.

Rule 2. OFFICERS OF THE COUNCIL

2.1 *Chairman and Vice Chairman*

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

2.2 *Joint Secretaries*

There shall be two joint secretaries, one each appointed by the Employers' and Operatives' Sides of the Council. The Joint Secretaries shall be ex-officio members of all committees of the Council.

2.3 *Committees*

The Council may at its discretion appoint such Committees as may be appropriate from time to time to deal with such matters as the Council may refer to them.

Rule 3. FINANCE

The cost of the administration of the Council will be met by the employers' organisations who are Adherent Bodies to the Council.

Rule 4. MEETINGS, AGENDAS AND CONDUCT OF BUSINESS

4.1 *Agenda*

The business to be included on an agenda for a meeting of the Council shall be approved by the Joint Secretaries.

4.2 *Matters of Urgency*

Once an agenda has been approved and circulated with the notice convening the meeting no further items of business may be added except in a case where one or other Side of the Council prior to the meeting gives notice in writing of its wish to raise as a matter of urgency a particular question affecting industrial relations, specifying in detail the nature of the business it wishes to raise and the reasons for so doing, when such matter may be added to the agenda.

Rule 5. NATIONAL COLLECTIVE AGREEMENT

The Council shall ensure that wages and terms and conditions of employment of operatives employed in the Building and Civil Engineering Industry in England, Scotland and Wales are agreed on a national basis.

Rule 6. AIMS AND FUNCTIONS OF THE COUNCIL

- 6.1 To agree rates of wages and other emoluments of building and civil engineering operatives
- 6.2 To agree terms and conditions of employment for building and civil engineering operatives and publish them as the Working Rules for the Building and Civil Engineering Industry.
- 6.3 To deal with disputes or differences involving or likely to involve any member or members of an Adherent body to this Agreement in accordance with the conciliation procedure.
- 6.4 To consider proposals for, and to make, amendments to the Working Rules.

- 6.5 At the request of either side of the Council to consider any industrial or economic question which has or is likely to have a bearing on industrial relations in the Building and Civil Engineering Industry.
- 6.6 Take all reasonably practicable steps to ensure that operatives are employed under the Working Rule Agreement of the Council.

Rule 7. CONCILIATION PROCEDURE

A dispute or difference that involves or is likely to involve a member or members of any Adherent Body or any party affiliated to the Council shall be dealt with in accordance with the Conciliation Procedure. A strike, lock out or other industrial action shall not be taken by any party to a dispute before the procedure set out in Rule 7 has been exhausted. The Joint Secretaries may, before a Conciliation Panel is convened refer any matter or question to the Council.

Note: Disputes, differences or questions relating to the building industry in Scotland shall be referred to the Scottish Regional Council (SRC).

- 7.1 Disputes or differences should, in the first instance, be dealt with under WR.22 Grievance Procedures of the Working Rule Agreement of the Council. Where the use of the Grievance Procedure fails to resolve the dispute or difference the matter may be referred to the Construction Industry Joint Council.
- 7.2 All disputes, differences or questions referred to the Construction Industry Joint Council under 6.3 above of the Council shall immediately be considered by the Joint Secretaries, who, after consultation with their respective members, shall decide whether the dispute, difference or question shall be dealt with by administrative action taken by the Joint Secretaries or by reference to a Conciliation Panel.
- 7.3 An application to a Conciliation Panel in respect of a dispute, difference or question shall be made in writing stating the terms of reference of the application. The Conciliation Panel shall consist of not less than three representatives from each side of the Council nominated respectively by the Employers and Operatives' sides of the Council.
- 7.4 The Joint Secretaries to the Council shall also be Joint Secretaries to the Conciliation Panel.
- 7.5 The Conciliation Panel shall have power to call such evidence from the employers and operatives concerned as it may require.
 - 7.5.1 If, having heard the evidence, the Conciliation Panel is agreed that the question in dispute is of a general character which affects employers and operatives generally, the Conciliation Panel may agree to refer the dispute, difference or question to a full meeting of the Council.
 - 7.5.2 Where a decision is taken by the Conciliation Panel both parties to the dispute, difference or question shall be given the decision in writing and the Joint Secretaries shall prepare a report of the decision to be presented to the next meeting of Council.
 - 7.5.3 In the event of a failure to agree by the Conciliation Panel the dispute, difference or question may be referred to the Council by either party. Such reference to the Council must be made in writing within ten working days following the date on which the decision is notified in writing to the parties.

Rule 8. CONCILIATION PANEL PROCEDURE FOR HEARINGS

The Conciliation Panel shall conduct its business in accordance with the following procedure:

- 8.1 Meetings of the Conciliation Panel shall be held in London and shall be convened by the Joint Secretaries who shall submit the terms of reference.
- 8.2 All parties to the hearing shall be present, or represented, when a case is heard except where, after due notice has been given, representatives or witnesses of one side fail to enter an appearance, in which case the Conciliation Panel at its discretion may proceed with the hearing or make such other arrangements as it deems fit and proper in the circumstances. Due notice for this purpose is seven days. In the absence of both parties to the dispute and with their agreement, the Conciliation Panel may, at their discretion, base their findings on written representations. In normal circumstances, oral evidence shall not be given before the Conciliation Panel unless a representative of each of the parties to the dispute is present.
- 8.3 The Conciliation Panel shall at each hearing appoint a Chairman from amongst those present. The Chairman should be elected alternately from the employers and operatives sides. The Chairman shall not forfeit his right to vote as a member of his side of the Panel.
- 8.4 The hearing shall start with a statement of case by the representative of the appellant party who may call not more than two supporting witnesses. No statement of case shall exceed 20 minutes in duration, and no witness shall speak for more than 10 minutes. Representatives and witnesses may be questioned by the Panel and by the representatives of the 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, who may be similarly questioned on the evidence they have given.
- 8.5 The representative of each party shall be entitled to make a concluding statement of not more than 5 minutes duration.
- 8.6 The evidence shall be confined to those matters which are within the personal knowledge of the representatives and witnesses. Hearsay evidence shall be inadmissible.
- 8.7 When the case has been presented the parties, representatives and witnesses shall withdraw, and no further evidence shall be heard or information communicated except at the request of the Conciliation Panel.
- 8.8 Should either side of the Conciliation Panel desire to retire for private consultation it shall be allowed to do so.
- 8.9 Notice of the Sub-committee's decision upon any dispute, difference or question shall be given to the parties to the dispute by letter signed by the Joint Secretaries, the Secretary of each section being responsible for issuing such notices to all interested parties on their side of the industry.
- 8.10 A copy of the decision and minutes of the hearing shall be circulated to all members of the Panel and reported to the Council at its next meeting.
- 8.11 The decision of the Panel shall be by a majority of votes of the members of their respective sides of the Panel.

Rule 9. STATEMENT OF INTENT

Parties to this agreement accept its terms and provisions as binding and they undertake to take all such steps as are reasonably practicable to see that it is observed by their members.

CONSTRUCTION INDUSTRY JOINT COUNCIL Agreement

The Employers' Organisations and Trades Unions who are signatories to the Constitution and Rules of Procedure of the Construction Industry Joint Council agree to accept its terms and conditions as binding and to take all reasonably practicable steps to see that it is observed by their members.

Employers:

National Federation of Builders NFB
B&CE House
Manor Royal
Crawley
West Sussex RH10 9QP

Painting & Decorating Association PDA
32 Coton Road
Nuneaton
Warwickshire CV11 5TW

Home Builders Federation HBF
1st Floor, Byron House
7-9 St James's Street
London SW1A 1EE

Civil Engineering Contractors Association
CECA
1 Birdcage Walk
London SW1H 9JJ

Scottish Building Federation SBF
Crichton's House
Crichton's Close
Holyrood, Edinburgh FK5 3BQ

National Federation of Roofing Contractors
NFRC
Roofing House
31 Worship Street
London EC2A 2DY

National Access & Scaffolding Confederation
NASC
4th Floor, 12 Bridewell Place
London EC4V 6AP

National Association of Shopfitters NAS
NAS House
411 Limpsfield Road
Warlingham
Surrey CR6 9HA

UK Contractors Group UKCG

Centre Point
103 New Oxford Street
London WC1A 1DU

Trades Unions:

Union of Construction, Allied Trades and
Technicians
177 Abbeville Road, London. SW4 9RL

Unite
Unite House, 128 Theobolds Road, London.
WC1X 8TN

GMB
22-24, Worpole Road, London. SW19 4DD



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