

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

COMPRISING:

Heating and Ventilating Contractors' Association (HVCA)

88

Amicus-MSF

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3 November, 2003

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

Dear Sir/Madam

- (a) Three-year Wage Agreement for 2003/04-2005/06 effective from 3 November 2003;**
- (b) Introduction of an Agreed Note for Guidance to Clause 4 of the National Agreement (Meal Breaks);**
- (c) Changes to Clause 15 of the National Agreement (Daily Travelling Allowance) from 4 April 2005; and**
- (d) Changes to Clause 1 of the National Agreement (Conditions of Engagement) from 3 October 2005**

1 Introduction and Summary

1.1 The purpose of this letter is to advise you of the terms of the three-year Wage Agreement for Operatives in the Heating and Ventilating Contracting Industry between the Heating and Ventilating Contractors' Association ("the Association") and Amicus-MSF ("the Union"), with effect from **3 November 2003**.

1.2 The main changes are as follows:

As from Monday 6 October 2003:

- i an increase in the level of the Combined Weekly Holiday Credit and Welfare Contribution;

As from Monday 3 November 2003:

- ii an increase of 3½ per cent in all hourly wage rates;
- iii a corresponding increase in Responsibility Allowances;
- iv a corresponding increase in Premium Rate 1 and Premium Rate 2 (used as the premium payment in calculating overtime rates);
- v a corresponding increase in Daily Travelling Allowance;
- vi an increase in the nightly rate of Lodging Allowance;

As from Monday 4 October 2004:

- vii an increase of 4½ per cent in all hourly wage rates;

- viii a corresponding increase in Responsibility Allowances;
- ix a corresponding increase in Premium Rate 1 and Premium Rate 2 (used as the premium payment in calculating overtime rates);
- x a corresponding increase in Daily Travelling Allowance;
- xi an increase from 12½p to 20p per mile in the mileage rate payable in accordance with paragraph 8 of Appendix D to the National Agreement;
- xii an increase in the level of the Combined Weekly Holiday Credit and Welfare Contribution (the details of which will be promulgated later);

As from Monday 4 April 2005:

- xiii changes to the Daily Travelling Allowance provisions of the Agreement, so that two scales of the Allowance are introduced, payable subject to the terms of revised Clause 15 and the agreed Note for Guidance to Clause 15 (see paragraph 4 below);

As from Monday 3 October 2005:

- xiv an increase of 5.1 per cent in all hourly wage rates;
- xv a corresponding increase in Responsibility Allowances;
- xvi a corresponding increase in Premium Rate 1 and Premium Rate 2 (used as the premium payment in calculating overtime rates);
- xvii a corresponding increase in Daily Travelling Allowance;
- xviii an increase in the level of the Combined Weekly Holiday Credit and Welfare Contribution (the details of which will be promulgated later).

- 1.3 The detailed increases in rates and allowances are in the Table at **Appendix 1**.
- 1.4 Details of the Combined Weekly Holiday Credit and Welfare Contribution for the years beginning **4 October 2004** and **3 October 2005** will be published separately, in the near future.
- 1.5 The detailed increases in Premium Rate 1 and Premium Rate 2 are in the Tables at **Appendix 2**.
- 1.6 The changes in the substantive provisions of the Agreement are outlined below.
- 1.7 This Wage Agreement is on the understanding that there will be no further increase before Monday 2 October 2006 in: hourly rates and allowances; Premium Rates 1 and 2; Daily Travelling Allowance; Weekly Sickness and Accident Benefit; or (subject to paragraph 1.4 above) the Combined Weekly Holiday Credit and Welfare Contribution.

Substantive Changes to the Operative National Agreement

2 Clause 1 and Agreed Note for Guidance to Clause 1: Conditions of engagement

- 2.1 The Association and the Union have agreed to:
 - i amend Clause **1a** of the National Agreement and to introduce a new Clause **1aa**, as shown in **Appendix 3**; and
 - ii include within the National Agreement a Note for Guidance on the new Clause **1aa**, as shown in **Appendix 4**.
- 2.2 The main changes are as follows:
 - i Existing Clause **1a** is unchanged, but is prefaced with the qualification:
for Operatives whose contracts of employment with their current Employer began before 3 October 2005
 - ii A new Clause **1aa** is to be inserted after the existing Clause **1a**, prefaced with the qualification:
for Operatives whose contracts of employment with their current Employer began on or after 3 October 2005
- 2.3 The remaining terms of Clause **1b-i** are unchanged.

3 Agreed Note for Guidance to Clause 4: Meal and tea breaks

3.1 The Association and the Union have agreed to include within the National Agreement a Note for Guidance to Clause **4a** of the Agreement, as shown in **Appendix 5**.

3.2 The main points are as follows:

- i The new Note for Guidance aims to clarify the terms of Clause **4a** only. It does not relate to any of the other provisions of Clause **4**; and
- ii There is no change to the substance of Clause **4a** itself.

4 Clause 15 and Agreed Note for Guidance to Clause 15: Allowances to Operatives who travel daily

4.1 The Association and the Union have agreed amendments to Clause **15** of the National Agreement, and have agreed to include within the National Agreement a Note for Guidance to Clause **15**, as shown in **Appendices 6 and 7**, respectively.

4.2 The main points are as follows:

- i The agreed revisions to Clause **15** introduce two scales of Daily Travelling Allowance – one for Operatives whose permanent home address and centre, as defined in accordance with Clause **14b** ii of the Agreement, are both within the M25 London orbital motorway; and one for Operatives not covered by the first scale;
- ii The agreed Note for Guidance to Clause **15** explains the background to these changes; and
- iii The provisions of the revised Clause **15** and the agreed Note for Guidance become effective from **4 April 2005**.

5 Commitment to Further Discussions

5.1 The Association and the Union have agreed to further joint discussion, to consider in further detail:

- i the Union's claim for a reduction in the length of the working week and the Employers' proposals concerning the organisation of tea breaks; and
- ii the principle of occupational pension provision in the industry.

6 Work on Certain Engineering Construction Industry Projects

6.1 The current hourly rates for H&V Operatives working under Appendix C of the HVCA National Agreement on certain Engineering Construction Industry Projects will not be reviewed until there is an increase under the NAECI. Any increase in those wage rates will be based on the agreed formula for harmonising the graded pay structure of the HVAC National Agreement with that of the NAECI, and would be effective from a forward date to be agreed.

6.2 The current hourly rates for H&V Operatives employed on these Engineering Construction Industry Projects are contained in JCC Letters 84 and 87, dated 10 July 2002 and 16 April 2003, respectively.

7 Wage Packet Leaflets

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

HVCA Publications
Old Mansion House
Eamont Bridge
Penrith
Cumbria CA10 2BX

Signed on behalf of and as authorised by
HEATING AND VENTILATING CONTRACTORS' ASSOCIATION
R.J. HIGGS, Director

Signed on behalf of and as authorised by
AMICUS-MSF
T. PYE, National Secretary – Craft

WAGE RATES, ALLOWANCES AND OTHER PROVISIONS

RATES AND ALLOWANCES	From 7 October 2002				From 3 November 2003				From 4 October 2004				From 3 October 2005										
	£								£								£						
HOURLY RATES OF WAGES																							
Foreman	11.61				12.02				12.56				13.20										
Senior Craftsman (RAS + RAW)	10.80				11.16				11.67				12.25										
Senior Craftsman (RAS)	10.40				10.75				11.24				11.80										
Senior Craftsman (RAW)	10.00				10.34				10.81				11.35										
Senior Craftsman	9.60				9.93				10.38				10.90										
Craftsman (+ 2 RA)	9.60				9.93				10.38				10.90										
Craftsman (+ 1 RA)	9.20				9.52				9.95				10.45										
Craftsman	8.80				9.11				9.52				10.00										
Installer	7.98				8.26				8.63				9.07										
Adult Trainee	6.72				6.96				7.27				7.64										
Mate (Over 18)	6.72				6.96				7.27				7.64										
Mate (17-18 inclusive)	4.32				4.47				4.67				4.91										
Mate (under 17)	3.12				3.23				3.38				3.55										
<i>Modern Apprentices</i>																							
Junior	4.38				4.53				4.73				4.97										
Intermediate	6.18				6.40				6.69				7.03										
Senior	7.98				8.26				8.63				9.07										
<i>Junior Ductwork Trainees</i>																							
<i>Age at Entry</i>																							
17	3.59	4.33	5.53	6.73	3.72	4.48	5.72	6.97	3.89	4.68	5.98	7.28	4.09	4.92	6.29	7.65							
18	4.33	5.53	6.73	7.18	4.48	5.72	6.97	7.43	4.68	5.98	7.28	7.76	4.92	6.29	7.65	8.16							
19	5.53	6.73	6.78	7.50	5.72	6.97	7.02	7.76	5.98	7.28	7.34	8.11	6.29	7.65	7.71	8.52							
20	6.73	6.73	7.13	7.51	6.97	6.97	7.38	7.77	7.28	7.28	7.71	8.12	7.65	8.10	8.10	8.53							
RESPONSIBILITY ALLOWANCE (CRAFTSMEN) (1)																							
Second welding skill or supervisory responsibility (One unit of Responsibility Allowance)	p per hour 40				p per hour 41				p per hour 43				p per hour 45										
Second welding skill and supervisory responsibility (Two units of Responsibility Allowance)	80				82				86				90										
RESPONSIBILITY ALLOWANCE (SENIOR CRAFTSMEN) (1)																							
Second welding skill	40				41				43				45										
Supervisory responsibility	80				82				86				90										
Second welding skill and supervisory responsibility	1.20				1.23				1.29				1.35										
DAILY ABNORMAL CONDITIONS MONEY																							
£ per day	2.99																						
LODGING ALLOWANCE																							
£ per night	25.75																						
MILEAGE RATE (payable in accordance with paragraph 8 of Appendix D to the National Agreement)	12½																						
p per mile					No change				20				No change										
	To be promulgated separately																						

Note: (1) This Table shows the rate for each grade with the different possible combinations of Responsibility Allowance already included. Provided the correct combination is identified no further monies for Responsibility Allowances need to be added to the hourly rates of wages shown above.

This page only of Appendix 1 to JCC Letter 88 corrected and re-issued on 3 November 2003.

WEEKLY HOLIDAY CREDIT AND WELFARE CONTRIBUTIONS					
<i>From 6 October 2003</i>		<i>From 4 October 2004</i>		<i>From 3 October 2005</i>	
Credit Value Category (Note 1)	Weekly Holiday Credit £	Combined Weekly Holiday Credit and Welfare Contribution £	Credit Value Category	Weekly Holiday Credit £	Combined Weekly Holiday Credit and Welfare Contribution £
a	57.50	62.46			
b	58.44	58.44			
c	51.51	56.47			
d	49.52	54.48			
e	47.54	52.50			
f	45.57	50.53			
g	43.58	48.54			
h	39.52	44.48			
i	33.28	38.24			
j	30.61	35.57			
k	21.70	26.66			
l	21.40	26.36			
m	15.46	20.42			
<i>These are subject to review, and details will be promulgated separately. See paragraph 1.4 of the JCC Letter</i>					
<i>These are subject to review, and details will be promulgated separately. See paragraph 1.4 of the JCC Letter</i>					

Note 1

From 6 October 2003, the grades of H&V Employees covered by the range of credit values and entitled to the different rates of Sickness and Accident Benefit, and Weekly Holiday Credit and Welfare Contribution are as follows:

<p>a Foreman</p> <p>b Senior Craftsman (RAS + RAW)</p> <p>c Senior Craftsman (RAS)</p> <p>d Senior Craftsman (RAW)</p> <p>e Senior Craftsman Craftsman (+2 RA)</p>	<p>f Craftsman (+1 RA)</p> <p>g Craftsman</p> <p>h Installer Senior Modern Apprentice</p>	<p>i Adult Trainee Mate (over 18)</p> <p>j Intermediate Modern Apprentice</p> <p>k Junior Modern Apprentice</p> <p>l Mate (aged 17-18)</p> <p>m Mate (under 17)</p>
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Note 2

Payment of Death Benefit is subject to Inland Revenue requirements which currently provide that it may not exceed four times the annual earnings of the deceased, subject to a minimum of £5,000.

Note 3

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

**PREMIUM RATE 1 AND PREMIUM RATE 2 – USED AS THE PREMIUM
PAYMENT IN CALCULATING OVERTIME RATES**

GRADES	<i>From 3 November 2003</i>				
	Basic rate for all hours	Premium Rate 1	Total Overtime Payment (See Note 1)	Premium Rate 2	Total Overtime Payment (See Note 2)
	£	£	£	£	£
Foreman	12.02	4.92	16.94	9.83	21.85
Senior Craftsman (RAS+RAW)	11.16	4.58	15.74	9.16	20.32
Senior Craftsman (RAS)	10.75	4.41	15.16	8.82	19.57
Senior Craftsman (RAW)	10.34	4.23	14.57	8.48	18.82
Senior Craftsman	9.93	4.07	14.00	8.14	18.07
Craftsman (+2 RA)	9.93	4.07	14.00	8.14	18.07
Craftsman (+1 RA)	9.52	3.89	13.41	7.79	17.31
Craftsman	9.11	3.73	12.84	7.45	16.56
Installer	8.26	3.39	11.65	6.77	15.03
Adult Trainee	6.96	2.85	9.81	5.70	12.66
Mate (Over 18)	6.96	2.85	9.81	5.70	12.66
Mate (17-18 inclusive)	4.47	1.83	6.30	3.66	8.13
Mate (under 17)	3.23	1.33	4.56	2.64	5.87
Senior Apprentice	8.26	3.39	11.65	6.77	15.03
Intermediate Apprentice	6.40	2.62	9.02	5.25	11.65
Junior Apprentice	4.53	1.85	6.38	3.72	8.25

GRADES	<i>From 4 October 2004</i>				
	Basic rate for all hours	Premium Rate 1	Total Overtime Payment (See Note 1)	Premium Rate 2	Total Overtime Payment (See Note 2)
	£	£	£	£	£
Foreman	12.56	5.14	17.70	10.27	22.83
Senior Craftsman (RAS+RAW)	11.67	4.79	16.46	9.57	21.24
Senior Craftsman (RAS)	11.24	4.61	15.85	9.22	20.46
Senior Craftsman (RAW)	10.81	4.42	15.23	8.86	19.67
Senior Craftsman	10.38	4.25	14.63	8.51	18.89
Craftsman (+2 RA)	10.38	4.25	14.63	8.51	18.89
Craftsman (+1 RA)	9.95	4.07	14.02	8.14	18.09
Craftsman	9.52	3.90	13.42	7.79	17.31
Installer	8.63	3.54	12.17	7.08	15.71
Adult Trainee	7.27	2.98	10.25	5.96	13.23
Mate (Over 18)	7.27	2.98	10.25	5.96	13.23
Mate (17-18 inclusive)	4.67	1.91	6.58	3.83	8.50
Mate (under 17)	3.38	1.39	4.77	2.76	6.14
Senior Apprentice	8.63	3.54	12.17	7.08	15.71
Intermediate Apprentice	6.69	2.74	9.43	5.49	12.18
Junior Apprentice	4.73	1.93	6.66	3.89	8.62

Notes: (1) See next page
(2) See next page

This page of Appendix 2 to JCC Letter 88 corrected and re-issued on 3 November 2003.

APPENDIX 2
to JCC LETTER 88 (Continued)

**PREMIUM RATE 1 AND PREMIUM RATE 2 – USED AS THE PREMIUM
PAYMENT IN CALCULATING OVERTIME RATES**

GRADES	<i>From 3 October 2005</i>				
	Basic rate for all hours	Premium Rate 1	Total Overtime Payment (See Note 1)	Premium Rate 2	Total Overtime Payment (See Note 2)
	£	£	£	£	£
Foreman	13.20	5.40	18.60	10.79	23.99
Senior Craftsman (RAS+RAW)	12.25	5.03	17.28	10.06	22.31
Senior Craftsman (RAS)	11.80	4.85	16.65	9.69	21.49
Senior Craftsman (RAW)	11.35	4.65	16.00	9.31	20.66
Senior Craftsman	10.90	4.47	15.37	8.94	19.84
Craftsman (+2 RA)	10.90	4.47	15.37	8.94	19.84
Craftsman (+1 RA)	10.45	4.28	14.73	8.56	19.01
Craftsman	10.00	4.10	14.10	8.19	18.19
Installer	9.07	3.72	12.79	7.44	16.51
Adult Trainee	7.64	3.13	10.77	6.26	13.90
Mate (Over 18)	7.64	3.13	10.77	6.26	13.90
Mate (17-18 inclusive)	4.91	2.01	6.92	4.03	8.94
Mate (under 17)	3.55	1.46	5.01	2.90	6.45
Senior Apprentice	9.07	3.72	12.79	7.44	16.51
Intermediate Apprentice	7.03	2.88	9.91	5.77	12.80
Junior Apprentice	4.97	2.03	7.00	4.09	9.06

Notes: (1) Total Overtime Payment (basic hourly rate plus premium payment) when overtime is worked:

- during the normal working week up to 12 hours after the actual start time; and
- during the first five hours worked on Saturday

(See National Agreement Clauses **9g** and **9h(i)** JCC Letter 81, dated 19 April 2001).

(2) Total Overtime Payment (basic hourly rate plus premium payment) when overtime is worked:

- during the normal working week in excess of 12 hours after the actual start time;
- after the first five hours worked on Saturday; and
- all hours worked on Sunday until starting time on Monday morning

(See National Agreement Clause **9h(i)-(iii)** JCC Letter 81, dated 19 April 2001).

This page of Appendix 2 to JCC Letter 88 corrected and re-issued on 3 November 2003.

NATIONAL AGREEMENT CLAUSE 1a: CONDITIONS OF ENGAGEMENT

The Association and the Union have agreed to amend Clause 1a of the National Agreement, as shown below:

1: Conditions of engagement

for Operatives whose contracts of employment with their current Employer began before 3 October 2005

- a** **i** An Operative may be engaged and started at the Employer's Head Office or Branch Office, or at the job

- ii** the Employer shall give the Operative reasonable notice before any transfer to a lodging job. An Operative may be transferred from one job to another at any time during the period of his employment but an Employer must not use a transfer to a lodging job as a means of forcing an Operative to break his contract of employment by refusing a transfer.

for Operatives whose contracts of employment with their current Employer began on or after 3 October 2005

- aa** **i** An Operative may be engaged and started at the Employer's Head Office or Branch Office, or at the job

- ii** Operatives engaged under the terms of this National Agreement do not have a normal or fixed place of work. Given the nature of Employers' business requirements and the duties which Operatives undertake, Operatives may be required to move from one job to another, as may be directed by the Employer from time to time (including transfers to lodging jobs). This will depend upon various factors according to the needs of the Employer's business or according to the operational requirements and availability of work at any particular time. The Employer will give as much notice as reasonably practicable of any requirement to move from one job to another. It is implied under the terms of this Agreement that Operatives are willing and able to transfer from job to job; and it will therefore normally be regarded as reasonable for Operatives to be required to work anywhere within the geographical area where the Employer has operations.

Clauses 1 b-i are unchanged.

NATIONAL AGREEMENT CLAUSE 1: CONDITIONS OF ENGAGEMENT

AGREED NOTE FOR GUIDANCE: CLAUSE 1aa

The Association and the Union have agreed to include within the National Agreement a Note for Guidance to clarify the terms of Clause 1aa of the Agreement, as shown below:

1: Conditions of engagement

Clause aa – for Operatives whose contracts of employment with their current Employer began on or after 3 October 2005

The Parties recognise that there may be occasions when an Operative may, on domestic or family grounds, find it difficult to comply with the Employer's requirement to transfer from one job to another.

In such circumstances an Operative should inform the Employer of the reasons why he feels that he is unable to transfer. The Employer should then give consideration to the information the Operative has put forward.

Where the Operative's reasons are accepted as being both genuine and valid, Employers will agree not to instruct the individual to transfer to a lodging job.

In the event of the Employer not accepting that the reasons given are both genuine and valid, the Employer is required to contact the local Amicus Official and invoke Clause 25 of the National Agreement – Conciliation. No such transfer will take place until this procedure has been exhausted.

NATIONAL AGREEMENT CLAUSE 4: MEAL AND TEA BREAKS

AGREED NOTE FOR GUIDANCE: CLAUSE 4a

The Association and the Union have agreed to include within the National Agreement a Note for Guidance to clarify the terms of Clause 4a of the Agreement, as shown below:

4: Meal and tea breaks

Clause a

The Parties recognise that the arrangements for the taking of the meal break will vary from site to site, depending upon site logistics and operational requirements. The purpose of this Clause is to set down a number of parameters which will determine the basis on which the meal break is to be taken. The intention of the Clause is to make clear that normally:

- a** the meal break should not be longer than one hour;
- b** the meal break should not be shorter than half an hour; and
- c** irrespective of its length, it should be unpaid, but it shall be taken in any event in or around the middle of the working shift.

It is not the intention of this Clause to stipulate that, whatever the length of the meal break, only half an hour should be unpaid. If the meal break lasts 40 minutes, it should be unpaid for 40 minutes. If the meal break lasts 45 minutes, it should be unpaid for 45 minutes. If the meal break lasts 50 minutes, it should be unpaid for 50 minutes, etc.

The timing of the meal break shall be determined by the Employer, in accordance with point (c) above. In some circumstances, it will be appropriate for the Employer to give formal notice of the meal break arrangements (e.g. where these arrangements have to be coordinated with those for other trades or with client requirements). In other circumstances, this will not be necessary.

NATIONAL AGREEMENT CLAUSE 15: ALLOWANCES TO OPERATIVES WHO TRAVEL DAILY

The Association and the Union have agreed to amend Clause 15 of the National Agreement, as shown below:

15: Allowances to Operatives who travel daily

See Taxation of Allowances, Appendix D, for taxation arrangements agreed with Inland Revenue relating to reimbursement of fares and travelling time.

- a** Except where his centre is the job, an Operative who is required by his Employer to travel daily up to 50 miles to the job shall be paid fares and travelling time as stated in i and ii below:
- i** return daily travelling fares for his personal travel from his centre to the job. Where cheap daily or period fares or other cheap travel arrangements by public transport are available the Employer may pay fares on that basis. Where, however, a change in such travel arrangements results from a change in the working arrangements, the Employer must pay the Operative for any additional cost. The Employer at his option may provide suitable conveyance for the Operative to and from the job in which case fares shall not be paid
 - ii** an allowance for personal travelling time, which shall be agreed from time to time by the Association and the Union and, subject to Clause **15b**, shall be enumerated in an Appendix to this Agreement. When a reasonably direct journey is not possible, a claim for special consideration may be made by the Operative and in case of dispute the matter shall be referred to the Chief Officials of the Parties, whose decision shall be final.
- b** There shall be enumerated in the Appendix to this Agreement two scales of allowance payable in accordance with Clause **15a** ii, as follows:
- i** a Scale 1 travel allowance*, which shall be paid to Operatives whose permanent home address and centre are within the M25 London orbital motorway; and
 - ii** a Scale 2 travel allowance, which shall be paid to Operatives who are entitled to a travel allowance in accordance with Clause **15a** ii but who are not covered by Clause **15b** i.
- c** Except where his centre is the job, payment to the Operative of allowances for personal travelling time and fares for journeys beyond 50 miles daily from his centre to the job will be for agreement between the Employer and the Operative concerned.

The Scale 1 travel allowance provided for in Clause **15b i shall be introduced with effect from Monday 4 April 2005.*

NATIONAL AGREEMENT CLAUSE 15: ALLOWANCES TO OPERATIVES WHO TRAVEL DAILY

AGREED NOTE FOR GUIDANCE: CLAUSE 15

The Association and the Union have agreed to include within the National Agreement a Note for Guidance to clarify the terms of revised Clause 15 of the Agreement, as shown below:

Clause 15a ii

An Operative whose centre is his job (in accordance with Clause 14b i) is not eligible to receive a travel allowance. It is only Operatives whose centres are located in accordance with Clause 14b ii of the Agreement (i.e. a convenient centre near the Operative's place of residence; unless otherwise agreed, such centre shall be the Employment Service Office or Job Centre nearest the Operative's place of residence) who are eligible to receive it.

The travel allowance is payable exclusively in respect of the personal time which an Operative spends travelling on any given day between his centre (as located in accordance with Clause 14b ii) and a job.

The purpose of the travel allowance is to:

- i ensure an Operative arrives at his first job of the day on time; and
- ii compensate an Operative for the personal time which he spends (outside his working time) travelling between his centre and a job on any given day. Accordingly, a higher scale of travel allowance applies to Operatives whose permanent home and centre are within the M25 London orbital motorway to reflect the higher amounts of personal time which those Operatives may spend travelling to and from their jobs.

For those who are entitled to receive it, the travel allowance is payable by reference to the number of miles between the Operative's centre and his job on any given day. When a reasonably direct journey between an Operative's centre and any given job is not possible, a claim for special consideration may be made by the Operative and, in case of dispute, the matter shall be referred to the Chief Officials of the Parties, whose decision shall be final.

Clause 15b

The travel allowance is calculated on a daily basis in accordance with scales agreed from time to time by the Association and the Union. There are two scales, which apply as follows:

i **Scale 1**

The Scale 1 daily travel allowance (which is referred to at Clause 15b i) is payable (effective from 4 April 2005) only to those Operatives whose permanent home address and centre are within the M25 London orbital motorway.

By way of general guidance, the permanent residence concerned would ordinarily be (a) owned by the Operative (whether as a freehold or a leasehold property) or (b) rented by the Operative in accordance with the terms of a tenancy agreement.

Operatives who qualify to receive the Scale 1 daily travel allowance may work at jobs within the M25 London orbital motorway or outside it.

ii **Scale 2**

Operatives whose permanent home address is outside the M25 London orbital motorway may qualify for payment of a Scale 2 daily travel allowance (which is referred to at Clause **15b** ii), including in the following situations:

- (a) where they are required to travel from their centre (as defined in Clause **14b** ii), to a job within the M25 London orbital motorway
- (b) where they are required to lodge within the M25 London orbital motorway under the terms of Clause **16** of the Agreement.