BUILDING AND ALLIED TRADES JOINT INDUSTRIAL COUNCIL

CONSTITUTION AND WORKING RULE AGREEMENT 2022 / 2023

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CONSTITUTION AND WORKING RULE AGREEMENT
BUILDING AND ALLIED TRADES JOINT INDUSTRIAL COUNCIL (BATJIC)

National Conditions of Employment and Wage Rates, which together form a Working Rule Agreement, are negotiated by BATJIC. The Working Rules were effective from June 30th 1980. This edition includes amendments to 18 June 2023.

PREAMBLE

It is agreed, by the parties to this agreement, that the Building and Allied Trades Joint Industrial Council shall be established to govern the industrial relations of the adherent bodies.

PARTIES TO THE AGREEMENT

The Parties to the Agreement shall be the Federation of Master Builders (FMB) hereinafter called 'the employers' and the Transport and General Workers section of UNITE hereinafter called 'the union'.

OBJECTIVES

1. The employers' association and trade union who are signatories to this Memorandum of Agreement hereby agree that there shall be established the Building and Allied Trades Joint Industrial Council, hereinafter referred to as the Council, and to devise rules and regulations for the conduct of the Council.
2. The Council shall determine the wages and general working conditions of the employees in the sector of the building industry covered by the employers' association and trade union who are parties to this Agreement and shall publish them in the form of working rules.
3. It shall be the intention of the parties to resolve the disputes or disagreements arising from the working rules, or related causes by means of special conciliation panels to be established by the Council.
4. The general status and well-being of the building industry shall be the common concern of the Council upon which, when necessary, joint representation shall be made to government, industrial or other authorities.
5. The agreements and arrangements entered into by the signatories to this memorandum are held by them to be binding in honour and they shall, so far as is possible, ensure that they are observed by their individual members.

The Council shall be empowered to establish Regional Joint Industrial Councils where appropriate and shall determine the constitution and areas of responsibility and/or sub committees with special responsibilities.

CONSTITUTION

1. Representatives of the employers' association and trade union who are signatories to the Memorandum of Agreement establishing BATJIC shall comprise the governing Council of fourteen members. This membership shall be divided equally between the employer and union sides. Each side shall then determine the proportion to be allocated to its participating organisations.
2. The question of further representation on the Council, at the request of any employers' association or trade union, shall be placed before the Council with a decision being made by a majority vote on each side.
3. The two sides of the Council shall each appoint a Chairman and Secretary. The joint secretaries shall each be responsible for convening meetings, establishing agendas and communicating decisions to the participating organisation on their own sides.
4. Meetings of the Council shall be held as necessary and called at the request of either side. The Annual Meeting shall normally be held in April of each year.
5. The quorum for meetings of the Council shall consist of a majority of representatives being present from each side.
6. Where the appointed representative is unable to attend any meeting, a substitute may be appointed upon notice being given to the secretary of the respective side.
7. The Chairmanship of the Council shall be for a period of one year and held alternatively by the Chairman of the employer and union sides. The Chairman of the Council retains his voting rights.

8. Decisions of the Council shall be made by a majority of the votes on each side being in favour of any proposition.
9. Fourteen days notice of Council meetings shall normally be given to members, together with agendas and relevant papers.
10. The Council shall agree with the rules and procedures for conciliation panels in accordance with clause four of the Memorandum of Agreement between the participating parties.
11. The Council shall have the power to establish regional councils of BATJIC, to define the areas of such regional councils and to determine their terms of reference, and to dissolve any such council.
12. The expense of administering the Council, the regions and conciliation panels shall be borne by each organisation according to the number of representatives it has on the Council. The expenses of members attending the Council shall be borne by the organisation represented by them. The financial year shall end on 31st December.
13. Any participating organisation wishing to withdraw from the Building and Allied Trades Joint Industrial Council must give 12 months notice of such intention and shall remain liable for its share of expenses during the period in which it was in membership of the Council.

DECLARATION

It is the intention of the parties to this Agreement that all operatives working within the industry shall be in the direct employment of a Contractor or *bona fide* Sub Contractor and shall be paid wages and conditions in accordance with this Agreement, and that operatives so employed shall not engage in 'moonlighting' or similar practices detrimental to the interests of their employers and fellow employees.

CONCILIATION PROCEDURE

There shall be within the Terms of the Agreement, a Conciliation Procedure providing that where a 'failure to agree' has been reached at the final stage of the Employers Procedural Agreement, the matter shall be referred to the Regional Building and Allied Trades Joint Industrial Council, who shall speedily establish a Conciliation Panel and be responsible for making recommendations to resolve the problem. It is the intention of the parties that the Regional Building and Allied Trades Joint Industrial Council should resolve matters, but in the event of that not being possible, the matter should be referred to the National Building and Allied Trades Joint Industrial Council, which shall be the final level of conciliation. The procedure for conducting hearings is in accordance with Appendix A.

WORKING RULES

Working Rule 1 - Standard Rate of Wages, 39 Hours per Week

The Building and Allied Trades Joint Industrial Council (BATJIC) has agreed new wage rates to apply from Monday 20 June 2022 to Sunday 18 June 2023.

S/NVQ3: City and Guilds London Institute Advanced Craft	£547.41	£14.04 per hour
S/NVQ2: City and Guilds London Institute Intermediate Craft	£471.75	£12.10 per hour
Adult General Operatives	£418.55	£10.73 per hour

Young Adult Operatives

The standard rate of wages for young operatives shall be:

16 Years of Age	£243.15	(£6.23 per hour)
17 Years of Age	£317.55	(£8.14 per hour)

The Adult General Operative rate is payable once the Young Adult Operative reaches the age of 18.

Apprentices/Trainees rates

The weekly standard rate of wages for entrants under 19 years of age whose terms and conditions are under the BATJIC rule agreement:

For Apprentices under 19 years of age:

16 Years of Age	£226.11	(£5.80 per hour)
17 Years of Age	£292.61	(£7.50 per hour)
18 Years of Age (without NVQ level 2)	£367.02	(£9.41 per hour)
18 Years of Age (with NVQ level 2)	£388.21	(£9.95 per hour)

Full craft rate (£14.04 per hour) is payable on the acquisition of NVQ level 3, including if achieved before the end of the third year of the apprenticeship. If the apprentice remains at NVQ level 2 at the end of the apprenticeship, the hourly rate will be £12.10, until they achieve NVQ level 3, even after completion of the apprenticeship.

For Entrants aged 19 years and over

First 12 Months	£352.04	(£9.03 per hour)
Second 12 Months	£388.21	(£9.95 per hour)
Third 12 Months (without NVQ level 2)	£388.21	(£9.95 per hour)
Third 12 Months (with NVQ level 2)	£445.57	(£11.42 per hour)

Full craft rate (£14.04 per hour) is payable on the acquisition of NVQ level 3, including if achieved before the end of the third year of the apprenticeship. If the apprentice remains at NVQ level 2 at the end of the apprenticeship, the hourly rate will be £12.10, until they achieve NVQ level 3, even after completion of the apprenticeship.

For Apprentices in Scotland:

Year 1	£219.87	(£5.64 per hour)
Year 2	£292.61	(£7.50 per hour)
Year 3	£367.02	(£9.41 per hour)
Year 4 (without SVQ level 2)	£367.02	(£9.41 per hour)
Year 4 (with SVQ level 2)	£388.21	(£9.95 per hour)

Full craft rate (£14.04 per hour) is payable on the acquisition of NVQ level 3, including if achieved before the end of the third year of the apprenticeship. If the apprentice remains at NVQ level 2 at the end of the apprenticeship, the hourly rate will be £12.10, until they achieve NVQ level 3, even after completion of the apprenticeship.

Working Rule 1c

Intermittent and consolidated rates of pay for skill

(a) The following are rates of pay per hour which shall be paid in addition to the general operatives' rate of pay to those operatives who apply these skills on an intermittent basis:

53 pence per hour:
Compressor driver; concrete mixer driver; barrow hoist operator; pump person; handroller operative; electric operated vibrating plate operator, and paint sprayer.

82 pence per hour:
Drag shovel operator; dumper driver (up to 2,000kg); power roller driver (up to 4,000kg); light tyred tractor driver; pipelayer (up to 300mm); concrete screeder/leveler; forklift/sideloader driver (up to 3,000kg).

£1.12 per hour:
Batching plant driver; dumper driver (over 2,000kg); power roller driver (over 4,000kg); banksperson; watchperson; pipelayer (over 300mm); concrete trowel and planthand; forklift/sideloader driver (up to 3,000kg)

(b) The following shall apply to semi-skilled grades with continuous responsibility on a per week basis

£489.23 per week
Travelling, overhead, crawler, mobile or tower crane operator (up to 2 tonnes); wheeled or tracked tractor driver (up to 70hp); trenching machine operator (up to 30hp); excavator driver (up to 3/8 cu yd); timberperson.

£502.06 per week
Travelling, overhead, crawler, mobile or tower crane operator (over 2 tonnes); wheeled or tracked tractor driver (over 70 hp); trenching machine operator (over 30 hp); excavator driver (up to ¾ cu yd).

£514.77 per week
Travelling, overhead, crawler, mobile or tower crane operator (over 5 tonnes); excavator driver (over ¾ cu yd).

(c) Payment for discomfort, inconvenience or risk:

(i) Detached Work

15m and up to 30m	41 pence per hour
30m and up to 45m	47 pence per hour
45m and up to 60m	67 pence per hour
60m and up to 75m	90 pence per hour
75m and up to 90m	138 pence per hour

(ii) Exposed Work

Above 40m and up to 50m	35 pence per hour
Above 50m and up to 60m	44 pence per hour
Above 60m and up to 75m	46 pence per hour

The extra payment to be increased by 30 pence per hour for each 15m above 75m. All heights to be calculated from ground height.

(iii) Cranes
Control platforms over

15m and up to 30m	36 pence per hour
30m and up to 45m	44 pence per hour
45m and above	46 pence per hour

(The above does not apply to Tower Cranes.)

(iv) Work in swings 75 pence per hour

(v) Furnace firebrick work and acid resisting brickwork

Furnace or similar work up to 120 deg F	44 pence per hour
Brickwork using acid bonding material	47 pence per hour
New firebrick work	75 pence per hour
Repair of firebrick work	75 pence per hour

Working Rule 2 - Watchpeople

For each day shift, which will be the normal period of day working hours for the job, watchpeople shall be paid eight times the adult general operatives' hourly rate of pay. For a nightshift, which shall be the period from normal finishing time on the job until starting time next morning, he shall receive the day shift rate plus 25%.

Working Rule 3 - Craft Chargehands and Gangermen

Craft Chargehands and Gangermen shall be paid at a rate of not less than 10% over and above the normal standard rate of wages for craft operatives and adult general operatives, as laid down in Working Rule 1.

Working Rule 4 - Annual and Public Holidays

a) Annual:
The annual entitlement shall be **22 working days**; seven days shall be attached to the Christmas holiday period and not more than ten days shall be taken in the summer unless with the agreement of the employer. These may be varied by employers if desired, as mutually agreed with employees. All other holidays should be taken at times mutually agreed between the employer and the employee. The employee shall give reasonable notice when he wishes to take such holidays. Holiday payments shall be in accordance with Working Rule 4 (a), (b), (c) and (d), which is approved by BATJIC.

b) Public Holidays:
In addition to the annual holiday entitlement, each operative shall be entitled to all bank and public holidays per annum which will normally be Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, the first Monday in May, Spring Bank Holiday and the Summer Bank Holiday. Where, however, local customs require that alternative dates shall apply the Regional BATJIC shall be empowered to make the necessary variation of the Rule.

c) Public Holiday Pay:
Each operative shall receive the equivalent of one day's normal earnings for each day of public holiday provided that on the normal working day immediately following he is available for work unless incapacitated, on other agreed holiday entitlement, or absent for any other reason mutually agreed with the employer.

d) Apprentices:
The employer shall pay apprentices holiday pay for the weeks of annual holiday or days of public holiday in accordance with their normal rates of pay.

e) Alternative Days:
Where a public holiday falls on a Saturday or Sunday, the Council shall determine an alternative working day to be taken in lieu.

Working Rule 5 - Incentives

Employers and employees may mutually agree incentive schemes for bonus payments in relation to increased output for any operation, or job, which shall be paid in addition to the standard rates of wages determined within the Agreement.

Working Rule 6 - Working Hours

The normal working week shall consist of 39 hours, comprising Monday to Thursday, 8.00 am to 4.30 pm and 7 hours per day on Friday, 8.00 am to 3.30 pm (times inclusive of meal breaks). Starting and finishing times and the time of meal intervals may mutually be varied to suit the work carried out.

Operatives shall be entitled to a minimum of 30 minutes unpaid lunch break and 10 minutes paid morning break.

Where overtime has to be worked, the operative shall also be entitled to an afternoon break as mutually agreed.

Overtime is payable in accordance with Working Rule 7, but Operatives will be required to work 39 hours Monday to Friday before Saturday and Sunday overtime rates are payable, unless absent through sickness or injury.

Working Rule 7 - Overtime:

Overtime rates shall be paid for time worked additional to the daily hours laid down in Rule 6, with the exception that the first hour worked in excess of the normal 39 hour week shall be paid at plain time rates. Thereafter overtime shall be paid in accordance with the following scale:

Monday to Friday:

For the first three hours: time and a half of the appropriate hourly rate and, thereafter, until normal starting time the following morning at double time.

Saturday:

Time and a half of the appropriate hourly rate, up until 4.00 pm; thereafter, double time.

Sunday:

Any work carried out shall be paid at double time. Where work commences before midnight on a Sunday and continues into Monday, then the rate of double time shall continue.

Appendix F, Guidance Note 1 should be read in conjunction with this Rule.

Working Rule 8 - Shift and Night Work:

Where operatives are required to work double-day shifts or night shifts, an extra payment shall be made as follows: for morning and afternoon shifts, 15% of the appropriate hourly rate; or the night shift, one third of the appropriate hourly rate.

Where overtime is worked on such shifts, the shift premium shall accrue towards calculating the overtime premium.

Working Rule 9 - Guaranteed Week:

Each operative shall be guaranteed 39 hours employment in each pay week paid at the appropriate standard rate of wages and calculated in the following way: 8 hours per day for four days from Monday to Thursday and 7 hours on Friday, always provided that he is available for work during the normal working hours for each day.

In any week in which a public or bank holiday falls, the period of guarantee shall be reduced in proportion to the period of public holiday.

In the event of work being temporarily stopped due to inclement weather, shortage of work or any other cause, the guaranteed payment shall be made, provided always that the operative maintains him or herself on site for working; that he or she is willing and able to perform satisfactorily such alternative work that he or she may reasonably be given and that he or she complies with the instruction of the employer as to when during normal working hours work is to be carried out, interrupted or resumed (where stoppage of work continues for one complete pay week see 'Temporary Lay Off Procedure' below).

If an operative fails to keep him or herself available for work at any time during the normal working hours, unless otherwise instructed, he shall be deemed not to have kept himself available for any portion of the day.

An operative shall not be entitled to guaranteed payment for any time during a pay week in which his or her work is interrupted by virtue of a trade dispute involving him or herself or other operatives on his or her particular site, who are employees of the same employer or associated employer.

Should any dispute arise over the payment of Guaranteed Week provisions which is not capable of solution through the Conciliation Procedure (outlined in Appendix A), the operative shall have the right to present his complaint to an Employment Tribunal in accordance with Part III s.34 of the Employment Rights Act 1996.

Temporary Lay Off Procedure:

(i) Where work is temporarily stopped so that the operative is unable to work for any part of the guaranteed pay week he shall be paid for that part of the pay week his guaranteed standard rate of wages as described above.

(ii) Where work is temporarily stopped so that the operative is unable to work for a complete guaranteed pay week he shall receive for that week his guaranteed standard rate of wages as described above, which shall include any statutory guarantee payment to which the operative is entitled under s34 of the Employment Rights Act 1996 Thereafter the employer may require the operative to register for unemployment benefit.

(iii) After a period of three months starting with the first day of a guaranteed pay week in respect of which the operative has received a payment in accordance with paragraph (ii) above and ending after a record of three months on the day of the month numerically corresponding to that day, less one, the provisions of paragraphs (i) and (ii) above shall again apply.

(iv) The continuity of the operative's contract of employment shall be preserved and unaffected by the operation of the temporary lay off procedure under the provisions of this Rule. While

Working Rule 9 replaces Part XI Chapter III of the Employment Rights Act 1996, its provisions are without prejudice to any other rights.

Working Rule 10 - Termination of Employment:

The period of notice for termination of employment to be given by an employer shall be:

(i) **During the first week of continuous employment with the same employer**: Two hours notice to expire at the end of the normal working day.

(ii) **During a further period of three weeks or part weeks of continuous service:** One day's notice, to expire at the end of normal working hours on a Friday.

(iii) **Upon completion of one month's employment and up to but not including two year's employment**: One week's notice to expire at the end of normal working hours on a Friday.

(iv) An operative employed for two years or more but less than twelve years shall receive one week's notice for each year of continuous service to expire at the end of normal working hours on a Friday and shall receive twelve week's notice if employed continuously for twelve years or more.

(v) An operative shall be required to give notice to his employer of his intention to terminate employment in accordance with provisions contained in (i), (ii) and (iii) above, but one week's notice shall be the maximum required.

(vi) Employment may be terminated in a shorter period than specified in clause (v) above by mutual consent, which should be given in writing, or by the payment of wages at the operative's standard rate in lieu of notice.

(vii) When an operative takes a period of annual leave during the period of notice, he shall receive holiday pay and the period of holiday shall be included as part of his period of notice.

(viii) In cases of gross misconduct, an operative may be summarily dismissed.

(ix) Where, during a period of notice, an operative is off work due to certified sickness or injury, he shall be entitled to the full minimum payment (inclusive of any statutory or other sick pay) and the period of notice remains in force continuously.

Further Information:
For further information on this Working Rule, please see **Appendix F, Guidance Note 2** and **Appendix G, Guidance Note 2.**

Working Rule 11 - Travelling, Fares and Lodgings

This Rule applies to the UK and all European Union countries. The same geographical area now applies to **Appendix F: Guidance Note 3, Working Rule 11 (a)**

Operatives should be willing to travel a reasonable distance from their home and/or the main yard of the employer to carry out duties, but where an employer requires an operative to be available to lodge overnight on a permanent availability basis, then a mutual agreement should be established between the employer and the operative. This should be made clear at the commencement of employment and all the terms referred to in the Working Rule should be part of the Statement of Terms and Conditions of Employment.

Where an employer shall require an operative to lodge overnight in order to carry out work on a casual basis, then the arrangements should be by mutual agreement.

Appendix F; Guidance Note 3 should be read in conjunction with this Rule.

Daily Travel

(i) Employers should pay operatives for their one-way travel time at their standard hourly rate of pay. The travel time to be paid should be agreed in advance between employers and operatives.

(ii) No fares or time allowance shall be paid to an operative travelling between his home and a site, yard or factory, etc., regarded as his fixed place of employment and to which he regularly reports for work at his normal starting time.

(iii) When an operative reports first to his fixed place of work and is then sent out temporarily on jobs, then he must be reimbursed all fares on public transport in full in excess of those he normally spends in getting to and from his regular place of employment, or, if the employee uses his own vehicle, the fare allowance according to the scale shown in (iv) below.

(iv) Daily Fare Allowance (tax free)
Note: The Daily Fare Allowance is only paid **one way**.
The operative shall receive a **Daily Fare Allowance** in accordance with the following scale:

Daily Fare Allowance

Distance (km)	Fare (£)
1 to 6	Nil
7	£0.55
8	£1.11
9	£1.66
10	£2.22
11	£2.82
12	£3.35
13	£3.90
14	£4.46
15	£5.02
16	£5.45
17	£5.77
18	£6.11
19	£6.45
20	£6.64
21	£6.90
22	£7.15
23	£7.30
24	£7.47
25	£7.69
26	£7.88
27	£8.01
28	£8.16
29	£8.25
30	£8.44
31	£8.62
32	£8.76
33	£8.98
34	£9.07
35	£9.36
36	£9.48
37	£9.68
38	£10.00
39	£10.15
40	£10.46
41	£10.70
42	£10.95
43	£11.20
44	£11.47
45	£11.70
46	£12.01
47	£12.23
48	£12.48
49	£12.75
50	£12.99

Daily fare allowance in excess of 50km is 28 pence per km.

Where the daily fare allowance is agreed by a BATJIC Regional Joint Committee to be inappropriate for local conditions, the amount may be adjusted, subject to confirmation by the BATJIC National Joint Council, for application within that region or to a particular situation.

(v) Where the employer provides free transport, either from his premises or from the operative's home to a temporary place of work and return, no **fare allowance** is due.

Further Information:

For further information on this Working Rule, please see **Appendix F, Guidance Note 3.**

Working Rule 12 - Sickness and Injury Benefit

a) **Relationship of Industry Sick Pay with Statutory Sick Pay:**
Under the Social Security Contributions and Benefits Act 1992 and the Statutory Sick Pay Act 1994, there is an entitlement to Statutory Sick Pay. Any payment due under paragraph (d) of 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 the Act. These are referred to elsewhere in this Rule as 'SSP Regulations'.

b) **Scope:**
This Rule applies to all adult operatives, i.e. male and female operatives aged 18 years and over.[1]

c) **Qualifying Days:**
For the purposes of both this rule and the SSP Regulations 'qualifying days' in the industry are generally Monday to Friday each week.

d) **Amount of Payment:**
An operative who during employment with an employer is absent from work on account of sickness or injury, subject to satisfying all the conditions set out in paragraphs (e) to (g) below, shall be paid for each qualifying day of incapacity for work £26.00 per day (with a maximum weekly payment of £130.00). The maximum number of benefit weeks shall be 12 in any one year. Please note that in addition to payment under this Rule, you are required to pay Statutory Sick Pay.

e) **When Payment is not Due:**
No benefit shall be payable:

(i) For the first qualifying day of each period of absence;

(ii) In respect of Saturdays and Sundays or days of public holiday or annual holiday, nor for any incapacity arising directly or indirectly from insurrection or war, attempted suicide, self-inflected injury, the operative's own misconduct, any gainful occupation outside working hours or participation as a professional in sport or games;

(iii) Unless incapacity has been notified to the employer and certificates supplied in accordance with paragraphs (f) and (g) below.

f) **Notifying Sickness Absence:**
The operative shall provide an explanation by telephone or in writing for his or her absence to the employer before or during the fourth day of any period of absence, stating when the incapacity started.

g) **Evidence of Incapacity:**
The fourth to seventh day (including weekends and public holidays) shall be covered by a self certificate from the operative. Any additional days in the same period of absence must be covered by a certificate from a registered medical practitioner. When the employer desires to verify `self certification' during the first seven days of sickness he may, where reasonable, request the employee to attend a medical examination at the employer's expense.

Further Information:

Appendix F, Guidance Note 7 should be read in conjunction with this Rule.

Working Rule 13 - Benefit Schemes:

Death Benefit Scheme:

Each Employer shall provide a death benefit cover of £50,000 in respect of all employees 18 years and over and not more than 65 years of age, including a £25,000 Accidental Death Double Indemnity Insurance.

Those operatives under 18 or over 65 years of age shall be covered for £25,000 in the event of death by accident if the cause of death is an accident at the place of work, or an accident while travelling to or from work.

* Holidays are set by contractual arrangement subject to the BATJIC minimum of 22 days. The calculation will vary in each case but assuming 30 days holiday and 230 days at work, the contribution should be 13.05% of weekly pay.

These contributions provide holiday pay equivalent to basic wages for a 39 hour week. Holiday pay for all 30 days is to be calculated as the normal earnings level, including all PAYE earnings, in accordance with, and as defined by, the Working Time Regulations 1998. If contracted working hours

and other contractual payments exceed the basic 39 hour week then holiday pay must match such extra contractual obligations. Holiday pay for apprentices should be based on their basic wage subject to the aforegoing extra conditions. Holiday pay should not be “rolled up” in wages for earlier periods.

Further Information:

For further information on this Working Rule, please see **Appendix F, Guidance Note 4.**

Working Rule 14 - Transfers:

An employer may transfer an operative at any time during his period of employment from one site to another, subject to the following guidelines:

(i) In the case of an operative who has agreed to be a travelling person, the employer shall have the right to transfer to any site.

(ii) The employer shall have the right to transfer any operative who is not a travelling person to any site within daily travelling distances of where the operative is living or may arrange transfer to any site outside daily travelling distance, provided there is mutual agreement.

Further Information:
For further information on this Working Rule, please see **Appendix F, Guidance Note 5.**

Working Rule 15 - Health and Welfare Provisions:

Employers are bound by statute to observe certain health and welfare provisions for employees. The Working Rule is based on the relevant Acts and Regulations, in particular the Health and Safety (First Aid) Regulations 1981, SI 1981 No. 917, effective 1st July 1982, and gives a guide to the legal requirements, as well as other standards necessary.

Appendix F, Guidance Note 8 should be read in conjunction with this Rule.

Canteen Facilities, Drying Rooms and Shelters:

a) On each site, job or yard, there shall be provided a sheltered place, which is clean, hygienic and set aside for the purpose of taking meal breaks. The facilities should also include provision for boiling water to make tea, etc, and heating of meals, as necessary.

b) On each site, job or yard there shall be provided a place for the drying of working clothes and the storage of personal clothes during the working period and such accommodation shall be in a secure position. Where practicable, lockers should be provided for the safe keeping of employees' personal effects.

c) Washing facilities should be provided on sites and employers should ensure that adequate toilet facilities are available.

d) Drinking water must be provided on every site and clearly marked as such.

First-Aid Equipment and Rooms:

e) (i) Each employer shall provide or ensure that there are provided such equipment and facilities as are adequate and appropriate in the circumstances for enabling first aid to be rendered to his employees if they are injured or become ill at work.

(ii) Each employer shall inform his employees of the arrangements that have been made in connection with the provision of first aid, including the location of equipment, facilities and personnel.

(iii) There should be at least one notice posted in a conspicuous position in all work places giving the location of first aid equipment and facilities and the name(s) and location(s) of the personnel concerned.

(iv) There shall be at least one first aid box or container on every site, shop or job and provision shall be made for every employee to have access to first aid.

(v) When employees work singularly or in small groups away from the main site and provision of first aid, or are using potentially dangerous tools or machinery, then travelling

first aid kits shall be provided, and employees instructed in the essential steps necessary in an emergency.

(vi) When the number of personnel on site is more than 250 operatives, a first aid room must be established on site in the charge of a person suitably qualified. When more than one employer is operating on site the responsibility should be with the main contractor or another contractor by mutual agreement. The agreement should be recorded in writing.

Appendix F, Guidance Note 8 should be read in conjunction with this Rule.

Qualified First Aider:

f) (i) At least one First Aider shall be present when the number of employees on site, job or shop is between 50 and 150; there should be a least one additional First Aider for every 150 or more employees.

(ii) Where there are fewer than 50 employees at work there may be no need for a First Aider, but in this case the employer must ensure that there is an `appointed person'* present at all times when employees are at work.

(iii) On sites which present 'special or unusual hazards' the employer shall ensure that there are sufficient numbers of First Aiders who have received special instruction about the particular first aid requirements on that site (i.e. an occupational First Aider). Such a First Aider shall be present on any site where 250 or more persons are employed.

(iv) When an operative qualified as a 'First Aider' is employed, in conformity with the regulations, he shall be paid not less than £3.50 per week above his appropriate rate of wages.

Appendix F, Guidance Note 8 should be read in conjunction with this Rule.

Ambulances:

g) When an employer has more than 25 operatives on site, or where access to a site or its location is difficult, he must notify the local ambulance authority, giving the address of the site and the nature of the work in progress, provide a suitable stretcher (or more depending on the actual number of operatives) and designate one person who is always available on site and who should have the responsibility of summoning an ambulance when needed. Notices should be posted giving the relevant information. When a contractor or employer has more than 25 operatives on a site and where emergency telephone or radio calls for an ambulance are not practicable, a motor vehicle capable of carrying stretcher cases to hospital must be provided. The vehicle should carry a notice giving the name and address of the hospital dealing with emergency cases.

Protective Clothing:

h) Suitable protective clothing must be provided to operatives who are required to work in inclement weather such as rain, snow, sleet, hail, etc, or as required by Government Regulations.

Appendix F, Guidance Note 8 should be read in conjunction with this Rule.

Working Rule 16 - Safety, Safety Representatives and Procedures

a) **Safety:**

It is the intention of the parties to this Agreement to maintain the highest degree of safety of operatives employed within the industry and of the public in general, whilst carrying out building operations under the Terms of the Agreement. All employers and employees are required, therefore, to be mindful of all the relevant Health and Safety Legislation, and to ensure that its provisions are carried out on any job, yard or site operating within the Terms of this Agreement. It shall, therefore, be the responsibility of the Building and Allied Trades Joint Industrial Council to make specific regulations regarding certain aspects of work in accordance with the recommendations of the Health and Safety Executive, where such regulations are deemed necessary.

Regulation 1

An employer shall provide on all jobs, sites and yards, etc, safety helmets, safety harness, life jackets and other safety equipment that may be appropriate to the work and maintain all equipment in good condition ready for use. Further, the employer should make the wearing of safety helmets a condition of employment, to be worn at all times when an operative might be vulnerable to a blow to the head. An exception may be made to persons working in an area where such an accident would be deemed to be impossible.

Regulation 2
The operative shall, at all times, work in a manner mindful of the need for the safety of himself, his fellow workmen and the public in general. He shall fully use all safety equipment provided and maintain such equipment in good repair whilst it is in his charge.

Regulation 3
Both the employer and the employee shall be mindful of the particular hazards of electrical tools and equipment on site, and should, therefore, adhere to a safe electrical system and method of operation, in order to maintain the maximum prevention of accidents.

b) **Safety Representatives:**
As provided by the Health and Safety Legislation, recognised trade unions have the right to appoint safety representatives to represent the interests of their members in any specified location. The unions shall notify the employer when a safety representative is appointed and shall specify the scope and allocation of his responsibility. The representative shall also be issued with suitable credentials which will specify the same information.

On large sites it may be necessary to appoint more than one safety representative and it shall be the responsibility of the management on site and the trade unions to agree the number as necessary. Wherever possible, safety representatives should have had training in the manner of conducting their responsibilities, but where this is not possible, then training should be provided by the union with the co-operation of the employer.

The employer and the union may establish a safety committee where appropriate under the accompanying regulations. For procedures see **Appendix D**.

Working Rule 17 - Union Facilities:

The employers' signatory to this Agreement shall recognise the full time and lay officers of the signatory union and provide certain facilities to allow them to discharge their duties on behalf of their membership and in the maintenance of this Agreement. Facilities shall be as follows:

a) A full time officer of the union, upon presentation of his credentials to the senior member of the management on any job, yard or site, shall be allowed access in order to carry out his trade union duties. He shall, by prior arrangement, be allowed the opportunity of meeting the operatives to discuss trade union matters and shall be given every assistance in ensuring that the Working Rule Agreement is being carried out.

b) The trade union shall have the right to appoint on any site, job or yard, a shop-steward who shall be an operative in the employment of the employer and whose responsibility shall be restricted to that employer's workforce. He should, wherever practicable, be in the employ of the employer for at least four weeks before his appointment. His duties shall be to see that the provisions of the Working Rule Agreement are carried out, to represent the interests of the employees for whom he has been elected as shop-steward on any local matter arising and to ensure that all matters arising are dealt with, firstly through the employer's conciliation procedure and thereafter, the procedures of the Working Rule Agreement.

c) Upon his appointment as shop-steward, the full time officers shall notify the company, in writing, and issue him with a credential card; recognition should not be unreasonably withheld by the employer and where objections are raised, these should be made to the union in writing and the union give full consideration to these in deciding whether or not to maintain the appointment.

   In certain instances it may be necessary to appoint more than one shop-steward and this should be agreed between the employer and the trade union. Where more than one shop-steward is appointed on any given site, job or yard, one of the shop stewards may be nominated as the senior shop-steward and he shall be responsible for co-ordinating the union's activities.

d) Shop-stewards shall be allowed reasonable time from their work to carry out trade union duties but in all other respects they should be deemed to be employees and subject to the provisions of the Working Rule Agreement. Should a shop-steward be disciplined by the employer in any respect, the trade union should be notified in order to alleviate allegations of victimisation. In order to assist the union in ensuring that shop-stewards are capable, responsible and able to discharge their duties correctly, the employer shall allow reasonable time off, with pay, to attend shop steward training courses or other courses that may be of benefit to them in discharging their duties on site.

e) Meetings of operatives can only be held during working hours with prior agreement of the management on site.

f) Inspection of trade union cards can be carried out during working hours with the prior agreement of the management on site.

Working Rule 18 - Tool Allowance

The Tool Allowance is consolidated within the basic wage rates.

Storage of Tools
The employer shall provide storage where reasonably practicable and in such cases shall accept liability in the case of theft or fire for the replacement of tools up to a maximum of £650.00, subject to the operative using such storage.

Appendix F, Guidance Note 9 should be read in conjunction with this Rule.

Working Rule 19 - Refuelling, Servicing, and Maintenance of Plant:

Plant operatives who are required by the employer to refuel, service and maintain their machines and to be constantly available for work during normal site hours, barring major or unforseen breakdown, shall be entitled to be paid half an hour at ordinary time before the shift starts and half an hour at ordinary time at the conclusion of the shift.

Where changing or greasing bonds, changing oil and general servicing is required to be carried out on a Saturday, the operative shall receive not less than five hours at ordinary rates and, where it is required to be carried out on a Sunday, not less than eight hours at the ordinary rate.

Working Rule 20 - Abnormal Conditions of Work:

Where an operative is required to work for one hour or more in conditions of dirt, inconvenience or discomfort to an extent abnormal to his particular craft or trade, then he shall qualify for a Conditions Payment, to be agreed on site.

Where such conditions are of an exceptional nature, an extra payment may be agreed locally but shall not be implemented without the ratification of the BATJIC Regional Council.

In the event of a claim by a union for such extra payment and there being no agreement, it shall be open to the BATJIC Regional Council to appoint an examination team and make a recommendation.

Working Rule 21 - Conditions of Service:

Each employee shall receive from his employer a statement of the Terms and Conditions of Employment, which shall advise him of the adherence to the Working Rule Agreement of BATJIC; company disciplinary procedure; disputes/grievance procedure and any other matters appertaining to his employment. This statement should also indicate where the principal documents are available for inspection.

Employers should note that they are also bound by the Employment Rights Act 1996 Section 1 concerning written particulars of employment.

Appendix G should be read in conjunction with this Rule.

Working Rule 22 - Payment of Wages:

For the purposes of calculating wages, the working week shall commence at the beginning of the first shift on Monday morning and shall end at the last shift commencing Sunday evening (taking into consideration shift workers); payment of wages shall then be made the following Thursday.

Where an incentive scheme is in operation, it may be mutually agreed that the incentive payment is one week further delayed, where it is not possible to conclude the calculation in order to make payment along with the wages for the week worked.

When a recognised public holiday occurs in any working week, wages may be paid on a suitable alternative day in the same week.

Appendix G, Guidance Note 3 should be read in conjunction with this Rule.

Working Rule 23 - Bereavement Leave:

Operatives have the right to one or two weeks off work following the death of a child under 18 or stillbirth (parental bereavement leave). If an operative qualifies, he or she will be entitled to statutory parental bereavement pay.

In the event of the death of a member of an operative's family (apart from a child under 18 or stillbirth) the operative shall normally be entitled to any statutory paid leave and two days would be at the enhanced daily rate of pay. Any further period of absence may be given by mutual agreement.

For the purposes of this Rule 'family' shall include the operative's wife, husband, civil partner, child (including an adopted child), parent, parent of the operative's wife/husband/civil partner, any other relative or dependent of the operative forming part of the operative's household and no other person save at the employer's sole discretion.

Working Rule 24 – Maternity leave, Paternity Leave, Adoption Leave:

Employers are bound by statute to provide maternity leave, paternity leave, adoption leave, parental leave and shared parental leave. The statutory eligibility criteria will apply to all leave entitlements. Employers are also bound to consider requests for flexible working.

Appendix F, Guidance Note 10 should be read in conjunction with this Rule.

Working Rule 25 - Equal Pay:

Where an employer employs a person on work, which is:

a) The same or broadly similar to that of others in his employ; and

b) Of equal value in terms of the demands made upon them, then they shall receive equal pay in accordance with the rates set down in 'Working Rule 1 - Standard Rates of Wages'.

SUPPLEMENTARY

REGISTRATION

The parties to the BATJIC Agreement reaffirm their declaration on the 14th November 1979, that there should be one Register of Employers within the Construction Industry and one Register of Operatives with suitably coded definitions of areas of work that may be carried out. However, until such time as this becomes practicable, BATJIC shall establish their own Register of Employers and Operatives operating within the Terms of the Agreement and shall appoint a Registration Management Committee in order to bring this into being.

REGIONAL SECRETARIES

It is the intention of the parties on BATJIC that employers and operatives should fully participate in making regional decisions where appropriate. The conciliation procedure and certain Working Rules have been drafted with this object in mind. Where employers or operatives wish guidance on matters arising from these Rules, they should seek assistance from, as appropriate, the regional employers' or operatives' secretary.

APPENDIX A

CONCILIATION PROCEDURE

Parties to this Agreement have agreed that BATJIC should provide a means of conciliation in any industrial relations problem that arises between an affiliated employer and the trade union. Conciliation procedures under this Agreement shall not come into effect until the internal company procedure has been exhausted. It is the intention of the parties that the Regional Joint Councils should have the responsibility of providing conciliation in their areas and matters should only be referred to the BATJIC National Council for conciliation where the regions have been unable to reach a mutual finding. It is emphasised that while the procedures are in operation there should be no strike, lock-out or other coercive action by either of the parties in the dispute.

The following are rules by which a Conciliation Panel hearing shall be conducted, either at Regional or National level:

a) When the internal procedure of the company is exhausted it shall be open to either party to make application for a Regional Conciliation Panel hearing by applying to the appropriate joint secretary. In certain circumstances it may be appropriate for a joint reference.

b) Meetings of the Conciliation Panel should be convened at a time, date and place agreed by the joint secretaries and the Terms of Reference notified to the members of the Panel.

c) The Conciliation Panel should consist of not less than three members from each side, including the joint secretaries and the Chairman, who shall have an independent vote.

d) Written evidence should be submitted which may then be supplemented verbally at the hearing. The complainant party shall give evidence first, following which there may be questions from the respondent party.

e) The respondent party shall then submit evidence after which the complainant may ask questions.

f) The Conciliation Panel members will then have the right to question both parties on the evidence given in order to make their decision but there shall be no right of the parties to re-challenge the evidence of the other party.

g) When all the evidence has been obtained, the parties shall then withdraw from the hearing and the Conciliation Panel will determine its findings; each side voting independently to achieve an agreed finding.

h) The decision will be forwarded to the parties to the hearing in writing.

APPENDIX B

INTERMITTENT AND CONSOLIDATED RATES OF PAY FOR SKILL

These rates have now been appended to **Working Rule 1; Standard Rates of Wages** as **Working Rule 1C; Intermittent and Consolidated Rates of Pay for Skill.**

APPENDIX C

ELECTRICAL SAFETY

(i) There should be progressive usage of safety electrical systems on building sites.

(ii) For lighting and small power tools, an earthed 110 volts supply centre should be used.

(iii) Where mains voltage is utilised for large plant, circulating earth current monitoring equipment should be used.

(iv) In especially hazardous conditions, such as work in deep excavation or within confined spaces in steel structures, i.e. in situations approximating to those where the Mines and Quarries Act 1965 makes mandatory the use of 25 volts for lighting, the voltage to earth should not exceed 25 volts.

APPENDIX D

SAFETY REPRESENTATIVE PROCEDURES

(i) To investigate potential hazards and dangerous occurrences at the workplace and to examine the causes of accidents.

(ii) To investigate complaints by any operative represented relating to that operative's health, safety or welfare at work.

(iii) To make representations, which should normally be confirmed in writing to the employer, on:
  a) Matters arising out of paragraphs (i) and (ii) above
  b) General matters affecting the health, safety or welfare at work of the operatives at the workplace.

(iv) To carry out inspections in accordance with workplace regulations.

(v) To represent operatives at the workplace with inspectors of the Health and Safety Executive and of any other enforcing authority.

(vi) To receive information from inspectors in accordance with Health and Safety Legislation.

(vii) To encourage co-operation on safe practice between the operatives and the employer.

(viii) To attend meetings of safety committees where the representative attends in such a capacity in connection with any of the above functions.

APPENDIX E

CONSTITUTION OF REGIONAL JOINT COUNCILS

Regional Joint Councils shall be established in accordance with the normal regional structure of the adherent bodies and the membership shall be representatives of the adherents Employers' Association and Trade Union.

There will be five members from each side, including the senior full time executive of each party and who shall be deemed to be one of the joint secretaries. The allocation of seats on the Employers' and the Trade Union sides shall be made at their own discretion.

The Regional Joint Council shall appoint the Chairman annually and this position shall rotate between the two sides.

Meetings of the Regional Joint Council shall be held as often as necessary, but not less than at three monthly intervals and an agreed agenda should be circulated with a Notice of the Meeting at least 14 days prior to the meeting.

A quorum for the meeting shall not be less than three members from each side. Decisions of the Regional Joint Councils shall be made by a majority of the votes on each side being in favour of any proposition.

NATIONAL JOINT COUNCIL

The National Joint Council is empowered to establish committees to deal with special subjects on its behalf and which shall work directly under the control of the National Joint Council. The constitution for conducting the business of the committees shall be decided by the National Joint Council.

The following committees shall be established in accordance with this provision:

- Training Committee
- Registration Committee

APPENDIX F

GUIDANCE NOTES TO THE BATJIC AGREEMENT

Note 1
The overtime **Working Rule 7** deals with overtime during what is considered the normal working week and also weekends. Occasionally it may be necessary, due to urgent arrangements, for the

operatives to work during a period of Public Holidays as specified in Rule 4(b). Such work shall be remunerated at double the normal hourly rate of pay.

Note 2

a) The period of notice to be given by employers as in **Rule 10** (i), (ii), (iii) and (iv) is laid down by statute and can be enforced by law. The same is true of the notice required from operatives as stated in Clause (v) of **Rule 10.**

b) When an operative works out the period of notice given by the employer then, obviously, the pay he receives will be the amount earned during that period. When the employment is terminated and the employer does not require the operative to work out the required period of notice, the operative is due minimum pay for the period of notice to which he is entitled. This minimum pay is calculated to give the operative what he is likely to have earned if actually working out his notice. This is, in effect, done by averaging out the operative's earnings over the previous 12 weeks (see paragraph (d) below).

c) Clauses (vii) and (ix) of **Rule 10** relate to circumstances where an operative is, during his period of notice, not actually working due to absence on holiday, sickness or injury. Where statutory notice provisions apply and the employee isn't able to work due to sickness, injury, parental leave or on holiday, he or she should be paid their normal rates of pay.

d) The statutory rules for assessing periods of service, notice and pay to be given are fairly lengthy. Full information is contained in the Employment Rights Act 1996.

Note 3

Working Rule 11 (a) refers to operatives who are willing to be available for lodging away overnight on a **permanent availability** basis. This should be made clear between employer and operative at the commencement of employment and all the terms referred to in the Working Rule should be part of the Statement of Terms and Conditions of Employment.

The second paragraph of this Rule refers to operatives who do not have such a condition and are not available to lodge away overnight on a permanent availability basis. Where such operatives are asked on a casual basis to lodge overnight, when a job requires such an arrangement, then the remuneration and other terms should be by mutual agreement.

Lodging Allowance and Taxation Requirements

This Working Rule applies to the United Kingdom and all European Countries[2]

1. A lodging allowance of up to £46.89 per night may be paid without deduction of tax to **employees with dependents** as defined in paragraph 3 below and to **single employees** in the circumstances described in paragraphs 4 and 5 below.
2. Where it may be necessary to pay more than £46.89 then employers should request receipts and keep these with their tax records for Revenue auditors. If the amount is reasonable for the area, then again this will be allowable without deduction of tax.
3. Dependent(s) shall be deemed to be either a wife, husband or dependent child(ren) aged 18 years or less. A common law wife and children, whom the employee maintains at his permanent address, are also eligible as dependents. The child(ren) can be his own or those of his common law wife, so long as the employee is maintaining them at his permanent address.

   When an employee has a permanent relationship with a common law wife, whom he maintains at his permanent address, but there are no children living there, he can still claim his common law wife as a dependent if they have been living together as man and wife at his permanent address for at least two years. The Revenue would accept that in these circumstances, the employee's responsibilities are likely to be broadly equivalent to the legal obligation as a married man has for maintaining his wife.
4. For **single employees** without dependents, the following arrangements have been made with the Revenue:
   (i) The following procedure will apply to lodging allowance being paid to without tax deduction to single employees without dependents where the employer certifies that
      a) Additional expenditure is incurred in lodging away from the permanent residence; and

b) There is a continuing liability for the expenses of maintenance of the permanent residence, situated in the UK, at which the employee lives whilst not working away; and

c) The permanent residence is owned by the employee, either freehold or leasehold, or it is a tenanted property for which by virtue of a written agreement on a commercial basis he has a continuing financial obligation whilst working away.

5. For **single employees** the following arrangements have been made with the Revenue:

(i) These taxation procedures are only relevant to single employees who are normally unable to receive lodging allowances without deduction of tax.

a) If an employee is normally employed in a local zone (as defined in paragraph (d) below) and on occasion is sent by his employer to work temporarily at another location fifty miles or more from his permanent home address, the lodging allowance he receives for the period spent away from the local zone may be paid without deduction of tax.

b) The essential factor here is the existence of a local zone in which the employee works for the greater proportion of his time, from which there are only brief absences, and to which the employee returns following the period of secondment.

c) The Revenue would regard a brief absence in this context as being a period of not more than 12 months away from the local zone. This limit may not be exceeded under any circumstances, and if an employee remains away for more than this length of time, the allowance he receives may be taxed as soon as it is known that the twelve month limit will be exceeded. If it is known from the outset that the period of secondment will exceed 12 months, the allowances must be taxed from the start of that period.

d) The employee's local zone is the area included in a circle of 50 miles radius from the employee's registered home address. A single employee sent to a site within the local zone and receiving lodging allowances would not be eligible to receive the allowance without deduction of tax.

Working Rule 11(b) (iv) Reimbursement of fares are paid free of tax.

Note 4
Details of the BATJIC Schemes on Death Benefit are available from:

Customer Helpline
Phoenix Life Assurance
Resolution Court
50 Bothwell Street
Glasgow
G2 6HR

Telephone: 0845 938 0532
E-mail: CB2@phoenix-life.co.uk.

Since the entitlement to death benefit cover is a provision of the BATJIC Working Rules, it follows that it constitutes part of the Terms and Conditions of Employment of all operatives. Therefore, employers who fail to observe the BATJIC Benefits Scheme may themselves be liable for the appropriate benefits in the event of the death of operatives.

Holiday Pay Scheme

Holidays are set by contractual arrangement subject to the BATJIC minimum of 22 days. The calculation will vary in each case but assuming 30 days holiday and 230 days at work, the contribution should be 13.05% of weekly pay. Holiday pay must be based on average earnings so that it reflects "normal" pay.

Holiday and holiday pay entitlement accrues from day one of an operative's employment. The usual method of calculating holiday entitlement is to accrue the entitlement at the rate of one-twelfth per month. Holiday pay rates can be calculated from the average pay received in the last twelve weeks

that the operative worked, so long as the 12-week reference period results in an accurate figure for normal pay.

Death/Disability Benefit

Death Benefit - £50,000
Disability - £1,000

Optional Extra

An additional 25,000 if death is caused by an accident whilst going to work, at work or returning home from work.

Note 5
Working Rule 14 on transfers relates to two categories of operatives. Paragraph (i) concerns those operatives who have agreed with the employer to be regarded as being available to travel to any site and the employer and the operative, in such cases, will mutually agree relevant terms.

Paragraph (ii) relates to operatives who are not available to travel to any site but where the employer shall have the right to transfer them to sites **within daily travelling distances**. Where a particular job requires a special arrangement then such operatives may be transferred to sites outside daily travelling distances **provided there is mutual agreement.**

Note 6
Where the masculine gender is used in the BATJIC Working Rules, such words shall also be interpreted to include the feminine gender.

Note 7

Working Rule 12

Paragraph (a) This means that in addition to any payment under this Rule you are required to pay Statutory Sick Pay due.

Paragraph (b) The exclusion of under 18[3] relates to the BATJIC Sick Pay Scheme only, not SSP which is payable from the age of 16.

Paragraph (c) The word 'generally' allows for variations to apply in exceptional cases where the needs of a particular workplace call for a different arrangement (e.g., shift working).

Paragraph (d) This payment refers only to Sick Pay due under the Working Rule. In most cases the employee will also be eligible for SSP.

The holiday year is April to March. The sick pay entitlement is 12 weeks.

Paragraph (e)

(i) SSP has a 'linked rule' but there is no such qualifying rule for BATJIC Sick Pay. One waiting day (which must be a qualifying day) has to pass before payment is made under this Rule. Under the SSP linking rule payment may be due from the first day.

(ii) No payment is payable on days of annual or public holiday, nor for attempted suicide, etc. The same is not true of SSP.

Paragraph (f) Notification is an essential feature of the SSP scheme and separate from the question of evidence of incapacity. Withholding payment on grounds of notification needs to be considered separately in relation to SSP and the BATJIC Scheme. Under SSP you must make it clear to your employees how you want notification to be given, e.g. by telephone, in writing, or both. Employers may wish to make notification earlier than the fourth day for their own purposes, e.g., by telephone on the first normal working day the employee is absent sick.

Paragraph (g) Self certification and medical certificates are not required by the DWP for payment of SSP. You are advised, however, to keep these records to satisfy the Insurance Officer in the case of any dispute. A self-certification form for employers' use is available from the Federation of Master Builders.

The DWP also provide Form SSP1, which may be used by employers for self certification purposes or for the employee to claim State Sickness Benefit where SSP is not payable. It is suggested that

employees should be warned of the consequences of non-completion or of unsatisfactory or fraudulent completion of self certificates, e.g.:

(i) Disqualification from sick pay entitlement

(ii) Disciplinary action, including:
- verbal and/or written warnings
- Termination of employment on grounds of misconduct

Note 8
Working Rule 15 - Health and Welfare Provisions.

Welfare at Work: Guidance for employers on welfare provisions (INDG293 rev.1, September 2007) is available from HSE.

First Aid Equipment and Rooms. The following guidance is given:

15(e) (iii) First aid boxes or similar containers (i.e., bags or cupboards) should be made of suitable material and designed to protect the contents from damp and dust. Boxes or containers should be clearly identified as first aid containers, marked by a white cross on a green background.

Only first aid equipment should be kept in these box(es) and should conform to the following minimum scale. These should be checked periodically for renewal in accordance with the manufacturers' stated shelf-life.

ITEM	**NUMBER OF EMPLOYEES**				
	1 - 5	**6 - 10**	**11 - 50**	**51 - 100**	**101 - 500**
Guidance Card	1	1	1	1	1
Individually wrapped adhesive sterile dressings	10	20	40	40	40
Sterile eye pads with attachment	1	2	4	6	8
Triangular bandages	1	2	4	6	8
Sterile coverings for serious wounds (where applicable)	1	2	4	6	8
Safety pins	6	6	12	12	12
Medium sterile unmedicated dressings	3	6	8	10	12
Large sterile unmedicated dressings	1	2	4	6	10
Extra large unmedicated dressings	1	2	4	6	8
Sterile water or saline in 300 ml disposable containers where tap water is unavailable	1	1	3	6	6

15(e) (iv) Minimum requirements are:

a) Six individually wrapped sterile dressings

b) One sterile unmedicated dressing (10 x 8 cm)

c) One sterile triangular bandage

d) Six safety pins

15(e) (v) A first aid room should:

a) Be in the charge of an occupational first-aider in most circumstances; names and locations of all first-aiders should be displayed;

b) Be readily available and used only for the rendering of first aid;

c) Be clearly identifiable and of sufficient size to allow access for a stretcher, wheelchair, etc, and to hold a couch, with space for people to work around it;

d) Contain in addition to the required first aid materials:

- A sink with hot and cold running water and drinking water
- Paper towels
- A clinical thermometer
- Smooth topped work surfaces
- A couch with a pillow and blankets
- A suitable store for first aid materials, soap and nail brush
- Clean garments for use by first-aiders and occupational first-aiders
- A suitable refuse container

e) Be effectively ventilated, heated and lighted and cleaned each working day;

f) Be designed so that immediate contact can be made with the person on call, e.g. radio, siren and telephone link if possible.

15(f) (ii) An 'appointed person' should be able to handle an emergency, summon help (e.g. ambulance) and be responsible for first aid equipment.

15(f) (iv) a) a person who holds a current first-aid certificate (issued not more than three years before the coming into operation of the Health and Safety First-Aid Regulations 1981), e.g. from St. Johns Ambulance Association, St. Andrews Ambulance Association, British Red Cross Society, or other such approved society

b) a person who has been trained by an organisation or employer whose training and qualifications are approved by the HSE for the propose of the above Regulations

15(h) Apart from the Construction (Design and Management) (CDM) Regulations 2007, the following Regulations may apply where applicable:

- The Control of Asbestos Regulations 2006
- The Control of Lead at Work (CLAW) Regulations 2002
- The Control of Noise at Work Regulations 2005
- The Control of Substances Hazardous to Health Regulations (COSHH) 2002 and amendments 2003 and 2004
- The Control of Vibration at Work Regulations 2005
- The Electricity at Work Regulations 1989
- The Health and Safety at Work Act 1974
- The Lifting Operations and Lifting Equipment (LOLER) Regulations 1998
- The Management of Health and Safety at Work Regulations 1999 and the amendments 2003 and 2006

- The Manual Handling Operations Regulations 1992
- The Personal Protective Equipment (PPE) Regulations 2002
- The Provision and Use of Work Equipment Regulations (PUWER) 1998
- Reporting of Injuries, Diseases and Dangerous Occurrences (RIDDOR) Regulations 1995
- The Work at Height Regulations 2005 and amendment 2007
- The Working Time Regulations 1998
- The Workplace (Health, Safety and Welfare) Regulations 1992

Note 9

Working Rule 18 – Tool Allowance
Working Rule 18 is no longer applicable.

Note 10

Working Rule 24 - Paternity Leave
In interpreting this Rule, the employer should adopt a flexible approach where medical complications cause the confinement to be on a day other than in the medical certificate.

APPENDIX G

TOWARDS GOOD INDUSTRIAL RELATIONS

Most successful companies ensure that all personnel can associate themselves with the aims and objectives of the organisation.

Enthusiasm and loyalty are important elements in any enterprise, but they have to be earned, by making sure that as far as possible machinery is available to set the ground rules for all to see, that facilities exist to resolve the many problems that arise in the day to day running of the business and that a sense of fair play is engendered in everyone.

The following are suggestions which if implemented should ensure good industrial relations. They are not exhaustive, but will create a climate of respect and mutual understanding which must be a pre-requisite for attaining good human relations that will form a sound basis for a successful and profitable business.

BRIAN BERRY
Employers' Secretary

JERRY SWAIN
Operatives' Secretary

In both the Grievance and Disciplinary procedures all parties should comply with the requirements of the ACAS Code of Practice on Disciplinary and Grievance Procedures 2009, including the following:

1. GRIEVANCE PROCEDURE

Individual grievances

Operatives should be encouraged to deal with grievances informally through discussion with their immediate superior. If this is not successful, operatives should initiate the formal procedure below reasonably promptly.

Stage 1
Operatives should submit their grievance in writing to their superior, unless the grievance relates to that person. The written grievance should set out the nature of the complaint, including any relevant facts, dates, and names of any individuals involved so that the employer can investigate.

Stage 2
The employer will arrange a grievance meeting and the operative should make every effort to attend. The operative will have the right to be accompanied by a union representative or colleague. If the operative or the companion cannot attend the meeting, they should let the employer know as soon as

possible and the employer will try, within reason, to agree an alternative time. The employer will write to the operative after the grievance meeting, to confirm the decision and notify of any further action. The employer should advise of the operative's right to appeal.

Stage 3
The operative may appeal, in writing, to another superior. The employer will hold an appeal meeting which will be dealt with impartially by a more senior manager, who has not previously been involved with the case, where possible. The operative will have the right to be accompanied by a union representative or colleague. The employer will confirm the final decision in writing after the appeal hearing.

Collective grievances:
Collective grievances shall be submitted by the Union Representative to a person designated by the management.

Conciliation:
Where the above provisions have failed to resolve any grievances, the matter may be referred to Conciliation by either the Union Representative or Employer. The BATJIC Conciliation Rules detailed in Appendix A shall apply.

2. DISCIPLINARY PROCEDURE

Where possible, minor conduct issues should be resolved between the operative and his immediate superior.

If the issue cannot be resolved informally, the employer should begin its formal procedure. The employer must investigate the issues and inform the operative of the issues in writing. In some circumstances, the employer may need to suspend the operative from work before holding the disciplinary meeting. The operative must receive their standard rate of wages throughout the period of suspension. The employer will hold a disciplinary meeting where the employer goes through the evidence and the operative has the chance to set out his own case. The operative has the right to be accompanied by a trade union representative or a colleague to the meeting. The employer must inform the operative of the decision in writing and of his right to an appeal.

Disciplinary penalties, including the issue of formal warnings should normally only be issued if a disciplinary meeting has been held.

Warnings
The first warning given to an operative for misconduct shall be a verbal warning unless the circumstances warrant the issue of a written warning . Wherever possible a witness should be present.

Any further warnings for the same offence should be given in writing. Where appropriate, copies should be sent to the Union Representative.

If, despite the above warning, the operative continues with the conduct complained of and is dismissed he shall be given written reasons for his dismissal.

Gross misconduct:
If the operative is guilty of gross misconduct the employer may decide that dismissal, without any previous warnings, is the suitable penalty.

See Working Rule 10 - Termination of Employment.

3. PAYMENT OF WAGES

This is covered by the provisions relating to wages and deductions from wages in the Employment Rights Act 1996.

4. DEDUCTION OF UNION DUES FROM WAGES

It is recommended that employers, when requested by a Union adherent to the Council, should be prepared to make arrangements for the deduction of union dues from the pay of union members. However, there should be no compulsion on the employer or employee for such deductions to be made.

5. NOTIFICATION OF WORK COMMENCING

Employers are requested to inform the principal regional officials of the Union(s) adherent to the Council of the date of commencement of new contracts of £150,000 or over, the likely timetable for labour demand and the name of the building trades sub-contractors to be employed on the contract.

6. COMMUNICATIONS BETWEEN THE EMPLOYER AND THE UNION

Employers have a responsibility to communicate with their employees and trade unions have a similar responsibility to communicate with their members. Good communications can help employers to be better employers, enable employees to work better and to help create greater trust between the company and its employees and trade unions. The Union's Representatives should be involved in developing and maintaining good communications and they are an important link in feeding back to employers the employees' point of view.

It is advantageous to both employer and employee that good communications are maintained between the two parties in order to avoid unnecessary disputes. In particular, employers need to communicate information to their employees about:

- Contractual terms and conditions of employment
- The job and its performance
- The company's performance, progress and prospects

Companies with more than 250 employees are required under the Large & Medium-sized Companies and Groups (Accounts and Reports) Regulations 2008 to include a statement in their annual reports describing action taken on employee involvement, including communications.

It is recommended that employees maintain close contact with their Regional TGWU Official. Advice may be obtained from your Employers' Regional Secretary.

APPENDIX H

APPRENTICE / TRAINEE CONDITIONS

Training

1. The Employer will allow the apprentice/trainee to be absent during normal working hours to attend recognised courses.

2. It will be the responsibility of the apprentices/trainees to apply themselves to the acquisition of the knowledge and skills of the occupation in which they are being trained. The apprentices/trainees will attend approved courses and shall conduct themselves so as not to prejudice their own training or that of other apprentices/trainees, of the efficient running of the employers' business, particularly in relation to good health and safety practices. The apprentice/trainee will produce, when requested by the employer or representative, attendance records and examination results.

Wages

3. For the duration of the Agreement[4], the employer will pay the apprentice/trainee in accordance with the appropriate rates set down from time to time by the Building and Allied Trades Joint Industrial Council.

Conditions

4. The Building and Allied Trades Joint Industrial Council Working Rule Agreement will apply to this agreement[5] save that where anything in the BATJIC Working Rule Agreement is in conflict with anything in the Agreement, the Terms and Conditions of the Agreement will prevail.

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Sickness

5. Apprentices/trainees aged 18 years and over[6] will be paid during sickness in accordance with BATJIC Working Rule 12. Apprentices/trainees under the age of 18 years who are unable to work due to sickness or accident shall produce certificates of incapacity for work in respect of each absence. The employer shall pay the full rate of wages for the following six weeks of incapacity, and half the rate of wages for the following six weeks of incapacity, but not for a longer aggregate period than 12 weeks in any one year. The employer may deduct from any wages so payable any benefits due to the apprentice/trainee under the National Insurance Contributions and Statutory Payments Act 2004 or any other Act of Parliament or statutory regulation in respect of such incapacity so that no apprentice/trainee shall receive an aggregate weekly sum for absence due to sickness in excess of what is received whilst at work. For the first seven consecutive dates of any period of absence including weekends and public holidays, a self certificate countersigned by the apprentice's/trainee's guardian would normally suffice for payment of wages to be made. Any additional days of the same period of absence must be covered by a certificate issued by a Registered Medical Practitioner. If the employer is not satisfied with the terms of the certificate provided by the apprentice/trainee he may apply to the Regional Joint Training Committee for a nominated medical practitioner to examine the apprentice/trainee. Any expenses incurred will be borne by the employer. If the nominated medical practitioner certifies that he is not satisfied as to the incapacity, the provisions of this paragraph shall not apply. For the apprentice/trainee to qualify for payment under this section the employer must be informed at the earliest opportunity of any such absence due to sickness or accident.

Unfair Dismissal

6. The apprentice/trainee will have no right to claim unfair dismissal where such dismissal consists merely of the expiry of the period of time set down in the contract for the duration of the Agreement. If an apprentice has 2 years' service then the employer will need to have a fair reason to dismiss, such as redundancy, and the employer must follow a fair dismissal process.

Skills Test

7.

(i) All apprentices/trainees will attend 'approved courses' of further education and/or off-the-job training which are appropriate to their intended occupation to enable them to take the job knowledge tests to standards set by the Construction Industry Training Board and the City and Guilds London Institute in the case of England and Wales, save that in Scotland the standards will be set by the Construction Industry Training Board and the Scottish Vocational Educational Council and approved by the Council, normally by the end of the first year of training.

(ii) Training up to the point where the job knowledge test is to be taken will comprise of practical training in employment supplemented by related further education and off-the-job training. The apprentice/trainee will in the first year be given off-the-job training, either at a technical college or centre run for that purpose by the Construction Industry Training Board, or other centres that may be approved by the Council.

Cancellation and Transfer

8. The Agreement may, by mutual consent of the parties, be transferred or extended in order to further advance the training and experience of the apprentice/trainee.

9. This agreement shall be discharged in the event of the following:

(i) Upon successful completion of the Agreement and the subsequent endorsing by the employer of the Training Service Agreement, the date of the discharge being the date specified in the Endorsement of Agreement.

(ii) By mutual agreement of the parties.

Suspension

10. Where any misconduct by the apprentice/trainee is not sufficient to justify discharge of the Agreement as per clause (ii) [7] above, then the employer may suspend the apprentice/trainee without pay for a period not exceeding 14 days, save that the apprentice/trainee shall have the right to appeal.

Disputes

11. The Construction Apprenticeship Scheme (CAS) Management Committee will deal with any disputes.

Completion

12. On the period of Training Service having been completed to the satisfaction of the employer, he shall endorse the Agreement to that effect in the form of the Certificate for that purpose appended hereto.