



# National Agreement

for the Engineering Construction Industry 2007–2010

Pre-publication Edition



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## Foreword – by the NJC Executive Chairman

The Engineering Construction Industry is critical to the success of the UK economy. The stakeholders in this industry construct and maintain vital projects such as power stations, oil and process plants and deliver other large scale infrastructure investments.

The means of managing labour relationships to ensure completions to time and budget has rested with the National Agreement for Engineering Construction since 1981. At that time this agreement was ground breaking, and throughout the period since it has enjoyed considerable success. Whilst it has evolved to meet a changing business and labour environment, there has been no large scale review of its provisions until now.

It is satisfying to present the new arrangements agreed by the employers and trades unions, party to this new Agreement. These have the considerable support of all those involved with Engineering Construction from employees to contractors and clients.

We are approaching a challenging period in our history with a gamut of new build projects to meet environmental targets and projected energy capacity gaps through FGD, new gas plant construction, renewables and nuclear power stations.

I believe that this Agreement provides the stable framework and mechanisms to serve us as well over the next period as the original NAECI has done since 1981.

Its ultimate success, however, depends upon us all realising and delivering the perceived benefits. I am confident in that reality and look forward to working with all stakeholders to ensure that we succeed.



**Jock Simpson**  
NJC Executive Chairman



## Part I: Core Terms & Conditions of Employment

### 1. The NAECI

#### 1.1 KEY OBJECTIVE

The NAECI was concluded between the trades union and employer members of a joint Employment Relations Development Working Party on 16 May 2007, and confirmed on 6 June 2007. It retains, and builds upon, the achievements of NAECI 1981-2007.

The key objective of the NAECI is to supply a modern, robust and 'fit-for-purpose' national employment relations structure that:

- (a) Enables United Kingdom engineering construction industry employers and clients to remain globally competitive;
- (b) Provides attractive terms and conditions and greater security of employment for a competent, motivated, productive and competitive industry workforce; and
- (c) Establishes a sound foundation for further improvements to industry productivity, resourcing and employment relations, assuring global clients of the benefits of continuing to invest in United Kingdom projects and sites.

#### 1.2 PARTIES

The signatories to the NAECI are:

- (a) For the trades unions:
  - Unite the Union - Amicus Section
  - Unite the Union - T&G Section
  - GMB
- (b) For the employers:
  - ECIA (Engineering Construction Industry Association)
  - TICA (Thermal Insulation Contractors Association)
  - SELECT (Electrical Contractors Association, Scotland)

#### 1.3 SCOPE

- (a) Definition
  - The following work carried out on site by contractors in membership of the signatory employer associations shall be included within scope of the NAECI:
    - (i) Engineering construction projects
      - Structural steel erection, mechanical, electrical, instrumentation and insulation engineering construction project work (and scaffolding in

support of such work) on onshore engineering construction facilities, and expert dismantling of such facilities, anywhere in the United Kingdom mainland, or otherwise as agreed by the NJC.

- (ii) Repair and maintenance  
Repair, maintenance and minor modification work on onshore engineering construction facilities, except where the client decides that such work should not be included within scope.
- (b) Nuclear decommissioning  
The signatory parties agree to work together to identify appropriate nuclear decommissioning activities to be brought within scope of the NAECI.
- (c) Specific scope provisions  
Detailed provisions covering specific in-scope and out-of-scope activities on a particular project, site or event are to be included in any local agreement made under NAECI 20.3, subject to NJC approval and compatibility with (a) above

#### 1.4 NJC

The final authority on the scope, interpretation and application of the NAECI, and the principal responsibility for its review, development and continuous improvement shall rest with the signatory parties, acting together as the National Joint Council for the Engineering Construction Industry ('the NJC').

#### 1.5 DURATION

- (a) Duration and revision  
The NAECI will remain in effect indefinitely. Revision shall be by agreement of the NJC.
- (b) Periodic review  
The terms and conditions of employment prescribed in the NAECI shall be reviewed by the NJC typically every 2 or 3 years, and in any event no more frequently than annually. Unless the parties agree otherwise, the implementation date for terms agreed in a review shall not fall earlier than 6 months after the review has been concluded.
- (c) Termination  
If any party wishes to terminate its involvement in the NAECI, 12 calendar months' notice of intention shall be submitted in writing to the NJC Executive Chairman and the other signatory parties.

#### 1.6 OTHER INDUSTRY AGREEMENTS

Where the scope of the NAECI overlaps with another industry agreement, consultations will take place between the NJC and the other parties

concerned to establish mutually acceptable arrangements. In this regard refer to NAECI A13 for the understanding covering thermal insulation work and the agreement with SELECT.

In those cases where a national arrangement of this sort is not yet in place, any requirement to transfer between work in scope to the NAECI and work in scope to another industry agreement shall be clearly set out, and accurately defined, in the written offer of employment, contract of employment and/or statutory statement of employment particulars issued by the employer to the individual employee concerned.

#### 1.7 COMMENCEMENT AND TRANSITIONAL ARRANGEMENTS

- (a) All provisions of the revised NAECI as set out in the present document shall come into effect from Monday 4 June 2007, subject to specific transitional arrangements relating to existing incentive bonus arrangements (see NAECI 19.5).
- (b) The NJC Executive Committee shall closely monitor implementation of the NAECI over the lifetime of the current 3-year (2007-2010) settlement. Where a valid question arises concerning the interpretation and/or application of a new or revised provision not previously included in the NAECI before 4 June 2007, and an answer is not readily apparent, the national office of a signatory employer association or trade union may refer that question to the Executive Committee. The Executive Committee will then seek to resolve the matter or, if it cannot be readily resolved in this way, shall determine the appropriate procedure to be applied.

#### 1.8 STAKEHOLDER COMMUNICATIONS, EDUCATION AND ENGAGEMENT

The signatory parties recognise the importance of promoting among clients and other industry stakeholders the fullest possible understanding and support for the NAECI and the essential employment relations principles on which the NAECI is founded. These principles include a commitment to direct employment (see further NAECI 4).

As a first step in improving stakeholder communication, education and engagement, the signatory parties have approved the launch of a new NJC website ([www.njeci.org.uk](http://www.njeci.org.uk)) from April 2007.

## 2. Safety

The signatory parties reaffirm their commitment to work together at all levels to help maintain and further improve the exemplary safety record of the United Kingdom engineering construction industry.

The NJC Supplement sets out detailed provisions on current industry good practice for employers, employees, trades unions and safety representatives, so that the highest standards of safety provision, communications and behaviour are achieved on all work carried out in scope to the NAECI.

### 3. Productivity, Skills and Continuous Improvement

The prospects for future United Kingdom industry investment and domestic employment depend on the ability of employers and employees to demonstrate world-class standards of contract performance and employment relations.

#### 3.1 EFFICIENT USE OF WORKING HOURS

Employers and employees shall do everything necessary to achieve the most efficient use of all available working hours. For example:

- (a) Employees shall -
- (i) Ensure they are present at the workplace, changed and ready to begin productive work, by the designated starting time, and remain at the workplace until the designated finishing time.
  - (ii) Restrict authorised breaks to the stipulated periods.
  - (iii) Observe any other special requirements for the project or contract in question.
- (b) The employer shall -
- Take all reasonable steps to provide an efficient site organisation and layout.

#### 3.2 SKILLS

- (a) Fullest use of skills
- Employees shall:
- (i) Perform any work safely within their level of competence as required by their employer.
  - (ii) Acquire additional skills as required by their employer to meet the needs of the job.
  - (iii) Assist with the training of others where they are competent to do so.
- Employees' competence is to be determined by management, taking into account all relevant information, including any representations made by a duly appointed statutory safety representative acting in accordance with his/her functions under the Health and Safety Work Act 1974 and associated regulations. Other sources of relevant information may include (but need not be limited to):

- Competence assessment (e.g. ACE);
- Apprenticeship details/ indentures;
- Qualifications;
- Skills testing;
- Training (e.g. ECITB NSDS/TECSkills);
- Individual employee assessment; and/or
- Work experience.

- (b) Cooperation
- All employees shall cooperate with and assist management in obtaining information relevant to determining competence.
- (c) ACE
- Skilled employees (Grades 4, 5 and 6) shall also cooperate fully with the agreed system for Assuring Competence for Engineering Construction ('ACE') (see NAECI A1.6 for further details).
- (d) Composition of work groups
- The composition, structure and deployment of work groups will be determined by management.
- (e) Commissioning work
- When commissioning work begins staff employees, including supervisors and skilled engineers, shall use tools to make final adjustments or alterations to plant as necessary to prepare it for handover.

#### 3.3 CONTINUOUS IMPROVEMENT

Managers, trades unions and employees shall demonstrate active and effective support for company, project, site, and/or industry initiatives, developed in accordance with the NAECI, to improve productivity, competitiveness and employment relations.

#### 3.4 INDIVIDUAL EMPLOYEE ASSESSMENT

Individual employee assessment offers significant benefits for both employers and employees, providing opportunities for improved communication and joint discussion of any training needs, performance issues and career development opportunities. Employees shall cooperate with the implementation and operation of such arrangements as required by their employer.

### 4. Direct Employment

The NAECI is founded on the principle of direct employment. The signatory parties affirm their commitment to this principle.

Accordingly, all individuals employed on work within scope of the NAECI by companies in membership of a signatory employer association shall be employed directly, in full compliance with NAECI terms and conditions.

Note: Where individuals are subject to United Kingdom income tax and social security, 'direct employment' for these purposes means employment to which PAYE income tax and Class 1 national insurance contributions are applicable.

## 5. Starting Employment

### 5.1 RECRUITMENT

When recruiting people or deploying existing employees, being members of signatory trades unions, from whatever source, employers have the right to select whomsoever they consider to be the most suitable for the tasks in question.

### 5.2 TRADES UNION MEMBERSHIP

The trades unions signatory to the NAECI are recognised to be the sole negotiating trades unions for employees covered by it. Employers will encourage all their employees covered by the NAECI to be members, in good standing, of a signatory trades union.

### 5.3 ACCEPTANCE OF EMPLOYMENT

Employment under the NAECI shall be conditional on the acceptance by employers and employees of all its provisions. The NAECI is to form an integral part of the written offer of employment, contract of employment and/or statutory statement of employment particulars issued to each individual employee by their employer.

### 5.4 GRADES

Employees shall be assigned to grades in accordance with the provisions of NAECI A1.2.

### 5.5 TRAVELLING EMPLOYEES

Any requirement to live and work away from home shall be clearly set out, and accurately defined, in the written offer of employment, contract of employment and/or statutory statement of employment particulars issued by the employer to the individual employee concerned.

### 5.6 TRANSPORT EXPENSES AND TRAVELLING TIME PAYMENT

On starting employment on 'away contracts' employees qualifying for accommodation allowance under NAECI 9.2 shall be entitled to transport expenses and travelling time payment calculated in accordance with NAECI 9.4.

### 5.7 PROBATIONARY PERIOD

- (a) Notice of termination of employment  
The first 4 weeks of continuous employment shall be regarded as a probationary period and during this time notice required to be given by either the employee or the employer to terminate employment shall be 2 hours.
- (b) Grade 1 operatives and trainees  
In the case of Grade 1 operatives and trainees, the probationary period is extended to 3 months and 6 months respectively.
- (c) Disciplinary procedure during the probationary period  
During the probationary period the requirement in NAECI A8.2 to give formal warnings before proceeding to dismissal does not apply, but the employee shall first be invited to attend a disciplinary meeting in accordance with NAECI A8.1 before any final decision to dismiss is taken. The employee shall receive written reasons for a decision to dismiss him/ her following the meeting.
- Any domestic right of appeal against dismissal during the probationary period shall be defined in the employer's formal, written disciplinary procedure, in accordance with NAECI 15.1 (see also NAECI A10.1(c)).

## 6. Pay

### 6.1 PAYMENT OF WAGES

Wages may be paid weekly, fortnightly, 4 weekly or monthly, by cheque or electronic transfer, in accordance with company policy.

### 6.2 WAGE RATES

Employees shall receive the applicable base, shift and/or overtime rates set out in the National Guaranteed provisions in NAECI A12.2, except where they are employed on Categorised Work (see NAECI 18), in which case the provisions of NAECI A12.8 shall apply.

The rates detailed in NAECI A12.2 and A12.8 cover all working conditions encountered in the industry and are set at a level for which full cooperation and productivity are required.

### 6.3 INCENTIVE BONUS ARRANGEMENTS

Employers may introduce incentive bonus arrangements to reward and encourage improvements in working practices and/or the achievement of specific targets or objectives.

Where National Guaranteed wage rates apply, the performance indicators, payment intervals and other conditions of an employer's incentive bonus arrangement shall be for local determination, subject to agreement with the local signatory trade unions and the upper payment limits set out in NAECI A12.2(c).

The conditions and upper payment limits applicable to incentive bonus arrangements on Categorised Work are set out in NAECI 19 and A12.8(c).

### 6.4 PROFICIENCY PAY FOR WELDING

#### (a) Uncoded welding

Skilled employees (Grades 4, 5 and 6) employed for manual and semi-automatic welding of non-pressure parts, e.g. casing, structural welding and stud welding, within the appropriate design and safety standards shall not be entitled to proficiency payments.

#### (b) Coded welding

Skilled employees required to qualify by test to BSEN 287/ASME IX are entitled to one, but no more than one, of the proficiency payments listed in NAECI A12.3.

Skilled employees will remain so entitled, while remaining qualified to the relevant level of proficiency, throughout their employment with their current employer on the project or site for which they were tested, irrespective of the type of work they are actually required to undertake.

Skilled employees may be required by their employer to re-qualify by test from time to time as appropriate.

#### (c) Welding skills test

Where a company invites a prospective employee to attend a welding skills test, it should indicate, so far as is reasonably practicable at the time, the likely start-date of the employment to which the test relates. This information should normally be given at the time the company issues the invitation.

The company should make clear that it is supplying a likely start-date for information purposes only, with no contractual commitment.

#### (d) Agreed travel expenses

Where a prospective employee attends a welding skills test at a company's invitation the company should reimburse him/ her for such reasonable travel expenses as have been agreed in advance and demonstrably incurred in travelling to and from the test venue.

Where the prospective employee's claim includes travel by public transport or taxi, the company should require him/ her to produce tickets and/or receipts.

#### (e) Shift and overtime rates

Proficiency payments in categories B, C, D and E of NAECI A12.3 are not cumulative and shall not be used for the calculation of shift and overtime rates.

## 7. Working Hours

### 7.1 BASIC WORKING WEEK

(a) The basic working week shall consist of 38 normal working hours.

(b) Unless (c) below applies, the basic working week shall be worked over 5 normal working days, Monday to Friday. Wherever this standard Monday to Friday week is worked, normal working hours on Monday to Thursday shall be 8 hours. On Friday, 6 hours will be worked in addition to which there will be one break to be taken in the middle of normal working hours or earlier. This break will be of 30 minutes duration and is unpaid.

(c) Alternatively, the basic working week may be worked over any 4 or 5 consecutive normal working days. Wherever the basic working week includes a Saturday and/or Sunday, the appropriate full weekend overtime rates will be paid for all hours worked on those days. (see NAECI A2.1 for further details).

(d) Arrangements to average the basic working week of 38 hours over a longer reference period may be established locally by the employer and agreed in consultation with the signatory trades unions. Detailed provisions covering the application of this principle to the 9 day fortnight and certain approved shift patterns appear in the NJC Supplement.

(e) Employment on a part-time basis (i.e. a basic working week of less than 38 hours) is permissible, provided this arrangement is mutually agreed between the employer and the individual employee concerned.

(f) Other proposed variations to the basic working week shall be submitted for approval to the NJC.

## 7.2 DAY WORK

- (a) Subject to (b) below, on day work the normal starting time will be no earlier than 7.00am and the normal finishing time no later than 6.00pm.
- (b) Arrangements for a normal starting time on day work that is earlier than 7.00am (but no earlier than 6.00am) may be established locally by the employer and agreed in consultation with the signatory trades unions.

## 7.3 SHIFT WORKING

- (a) Introduction of shift working

It is an obligation of employment under the NAECI to undertake shift working as required by management to meet the needs of the job.

- (b) Shift systems

The following shift systems have been approved by the NJC:

- (i) Night shift
- (ii) Afternoon shift
- (iii) Double day shift
- (iv) 3 shift working - 5 days
- (v) 3 shift working - 7 days
- (vi) Rolling day shifts
- (vii) Rolling night shifts.

The detailed provisions governing each of these approved shift systems are set out in the NJC Supplement.

In addition to the above, other shift systems and working patterns may be developed locally, through consultation between the parties. These proposals will then be submitted to the NJC for review and determination of the payments.

- (c) Shift payments

National Guaranteed shift payments are as set out in NAECI A12.2. The rates payable on Categorised Work are set out in NAECI A12.8.

## 7.4 OVERTIME

- (a) Obligation to work overtime

It is an obligation of employment under the NAECI to work overtime as required by management to meet the needs of the job. No consideration will be given to practices such as 'one in all in'.

Opportunities to work overtime may be withdrawn by the employer in the event of unprocedural action, any other unauthorised stoppage of work or unauthorised absence.

- (b) Regular overtime

Where the programme of work requires regular overtime, employers will consult with the signatory trades unions.

- (c) Intermittent/ emergency overtime

Intermittent or emergency overtime shall be arranged between management and their employees.

- (d) Overtime payments - general principles

The provisions of NAECI 7.4(d)(i), and (e)-(j) below shall be applied subject to NAECI 7.4(k).

- (i) Overtime is normally calculated on a daily basis. Employees shall be required to work the full normal hours of the day before overtime is reckoned.

- (ii) Where any of the following occurs during normal working hours, the time involved shall be treated as worked hours for the purposes of qualifying for overtime payments under (i) above:

- The employee is absent with the employer's permission;
- The employee is absent through certified sickness; or
- The employee is on authorised travelling time (e.g. on the day following periodic leave).

- (iii) All overtime payments shall be made in accordance with the National Guaranteed provisions in NAECI A12.2, or (in the case of Categorised Work) NAECI A12.8.

- (e) Overtime on weekdays

- (i) Overtime worked before or after normal working hours on weekdays (Monday to Friday) shall be paid at Overtime Rate A.

- (ii) Overtime worked after midnight shall be paid at Overtime Rate B until the task is complete. If this is before 7.00am, Overtime Rate A shall be paid from the time of completion of the task until 7.00am.

- (iii) Payment for work done on public holidays is covered by the provisions of NAECI A4.6.

- (f) Overtime on weekends

- (i) Overtime Rate A shall be paid for overtime hours worked on Saturdays before noon up to a maximum of 4.

- (ii) Any overtime hours in excess of 4 hours before noon on Saturday and all overtime hours worked from noon on Saturday until midnight on Sunday shall be paid at Overtime Rate B.

- (g) Working beyond midnight  
An employee required to continue overtime working beyond midnight shall take a minimum break of 8 hours before starting the next day's work. Any loss, up to a maximum of 8, of normal dayshift hours which results from the observance of this rule shall be compensated for by payment for the lost hours at the basic rate. If the overtime task continues up to or beyond 7.00am or it is not possible for the employee to leave the site before that time (for example, because of lack of transport) the employee shall not be required to recommence work on that day.
- (h) Returning to work/call out
- (i) An employee required to return to work after normal working hours shall be paid at Overtime Rate A from the time of resuming work until midnight and thereafter in accordance with e(ii) and (g) above.
- (ii) An employee summoned back to site from home after normal working hours, without previous warning, shall be guaranteed 3 hours pay at the appropriate overtime rate(s) under (e) or (f) above applicable to the 3 hours commencing at the time the employee re-starts work.
- (j) Meal break overtime  
An employee who works during the recognised meal break will receive the appropriate overtime rate under (e) or (f) above and incentive bonus payment for that period. An alternative meal break (for which no payment will be made) will be allowed.
- (k) Overtime calculated weekly
- (i) Overtime calculated weekly may be established by the employer, subject to agreement with the local signatory trade unions.
- (ii) In the above circumstances, provided that 38 basic hours have been worked in any one normal working week (Monday to Friday only) additional time worked on a weekday in that week will be paid in accordance with NAECI 7.4(e) and overtime worked at weekends will be paid in accordance with NAECI 7.4(f).
- (l) Local standby arrangements  
Where an employer is obliged to provide a client with a standby service, it will be a requirement on all employees identified by management on that contract to undertake standby duties.

Employees on standby must hold themselves ready and capable of responding to a call-out instruction. Details of such standby arrangements, together with any associated standby payment, shall be established locally by the employer and agreed in consultation with the signatory trades unions. Arrangements in the event of a call out shall be in accordance with NAECI 7.4(h) above.

#### **7.5 MEAL BREAK AND REFRESHMENTS**

- (a) Meal break  
The meal break of a minimum of 30 minutes duration is unpaid and is not included in the normal working hours. Timing and facilities for the meal break are for local agreement.
- (b) Refreshments  
Employees shall be entitled to take a paid 10 minute refreshment break during the morning or the first half of a shift, except on Fridays or such other day determined locally in accordance with NAECI 7.1(c) above. Employers shall have the flexibility to plan the most appropriate method and timing of the break, depending on the nature of the work so as to cause the minimum disruption to productive performance including:
- (i) Refreshments may be taken at a convenient time during natural breaks in the work, or
- (ii) The day/shift may be divided into 3 work periods, or
- (iii) During Events, following consultation and the agreement of the parties.
- The NJC encourages and supports local agreements which provide for the flexible timing of refreshment breaks or which schedule them at the commencement of the day or shift.
- (c) Refreshments during overtime  
Where overtime of 2 hours or more increases the length of any working day to 10 hours or more (or to 8 hours or more when the normal length of the working day is 6 hours) employees shall be permitted an additional opportunity to take a paid 10 minute refreshment break organised to cause the minimum disruption to productive work.

#### **7.6 WORKING TIME REGULATIONS**

- (a) Average weekly working time
- (i) Reference periods  
For the purposes of the Working Time Regulations 1998 (as amended), reference periods for the calculation of average weekly

working time for each employee under the NAECI are successive periods of 52 weeks.

- (ii) Working more than 48 hours  
Individual employees may agree in writing to work more than the 48-hour average weekly limit provided for under the Regulations, in accordance with the model individual opt out provisions set out in the NJC Supplement.
- (b) Night working
  - (i) Hours of work  
There are no limits under the NAECI on a night working employee's hours of work in any reference period (see (ii) below) for each 24 hours.
  - (ii) Reference periods  
The reference periods which apply under the NAECI are successive periods of 52 weeks.
  - (iii) Health assessments  
All night working employees will be offered free health assessments prior to commencing night working and annually thereafter. Under the NAECI the health assessment will initially take the form of a questionnaire. A model health screening form for night workers is set out in the NJC Supplement, for guidance purposes only.
- (c) Exclusions  
The following provisions of the Regulations are excluded under the NAECI:
  - (i) Daily rest (WTR 1998: R10(1)).
  - (ii) Weekly rest periods (WTR 1998: R11(1) & R11(2)).
  - (iii) Rest breaks (WTR 1998: R12(1)).

## 8. Preservation of Earnings

### 8.1 GUARANTEE PROVISIONS

- (a) Guarantee of employment and assured earnings  
Subject to (b)-(e) below:
  - (i) Employees who have been continuously employed for not less than 4 weeks shall be guaranteed employment for 38 hours in each pay week.

- (ii) In the event of work not being available for the whole or part of the pay week employees covered by the guarantee will be assured earnings equivalent to their basic hourly rate for 38 hours. Overtime premiums earned during the pay week in question shall not form part of the assured earnings.

- (b) Conditions of the guarantee  
The guarantee provisions are subject to the following conditions:
  - (i) That employees are capable of, available for and willing to perform satisfactorily, during the period of the guarantee, the work associated with their usual occupation or reasonable alternative work where their usual work is not available; and
  - (ii) That notice of termination of employment has not been given.
- (c) Reduction of the guarantee  
The period of the guarantee shall be reduced proportionately:
  - (i) In the case of part-time employment arranged in accordance with NAECI 7.1(e);
  - (ii) Where agreed short time is worked as an alternative to redundancy; or
  - (iii) In the case of annual or public holiday.
- (d) Averaging of the guarantee  
Where NAECI 7.1(d) applies, the guarantee of employment shall be averaged over the agreed reference period. Entitlement to assured earnings in a particular week shall be as determined by the agreement made between the parties under NAECI 7.1(d).
- (e) Suspension of the guarantee
  - (i) Site disputes  
In the event of dislocation of production as a result of any dispute on the site the operation of the guarantee will be automatically suspended.
  - (ii) External industrial disputes  
Where external industrial disputes affect work on site to a substantial degree and an employee has been paid in accordance with the provisions of the guarantee of employment for one whole week, then the guarantee may be suspended and the employee required to sign on for unemployment benefit, provided that the employer has notified the NJC of the difficulty and obtained its approval.

## 8.2 RATES OF PAY DURING TRAINING AND DEVELOPMENT

- (a) Prior to employment at the workplace  
Employees shall receive basic rate only during training (including induction training) prior to employment at the workplace.
- (b) Remedial training  
Employees shall receive basic rate only during training away from the workplace for remedial purposes.
- (c) Training/ development where full incentive bonus payable  
There shall be no loss of incentive bonus earnings that would otherwise be payable where:
- (i) Grade 1, 2 and 3 trainees are away from the workplace undergoing off-the-job training;
  - (ii) Skilled employees (Grades 4, 5 and 6) are undergoing training to acquire additional units of competence under NSDS/ TECSkills; and
  - (iii) Employees (all grades) are participating in an assessment under NAECI 3.4.

## 8.3 RATES OF PAY DURING INCLEMENT WEATHER, EMERGENCIES AND TRIAL EVACUATIONS

Employees will not be expected to continue working in the open in sustained severe inclement weather, but the employer will decide when weather conditions justify the cessation or resumption of work and if some or all employees will work at a particular time. Detailed arrangements covering the tasks to be continued in adverse weather, provision of weatherproof clothing, alternative work, temporary shelters, taking cover, cabining up and related matters may be established at local level, taking into account the relevant provisions of the NJC Supplement.

- (a) Payment during inclement weather  
Employees who have been returned to temporary shelters or cabins will be paid at the appropriate basic, overtime or shift rate, plus any proficiency payments in accordance with NAECI 6.4, for time thus spent, provided that they remain available for work throughout the prescribed working hours. No other payments will be made for such periods.
- An employee who fails to remain available for work during scheduled working hours shall not be entitled to payment in accordance with this clause for any such scheduled hours except for those hours for which they have actually held themselves available for work.

- (b) Early cessation of work  
In exceptional circumstances of sustained severe inclement weather the employer may decide to cease work and send home early those employees who cannot be deployed to alternative work. Employees sent home early are to be paid the appropriate basic/shift rate for the remaining scheduled hours of the day/shift.
- (c) Site emergencies  
The payment provisions of NAECI 8.3(a) shall also apply when employees are cabinned up and/or sent home early because of site emergencies - e.g. fire, gas escape and bomb scare.
- (d) Trial evacuations  
Employees prevented from working as a result of a trial evacuation required by a client shall receive any applicable incentive bonus payment.

## 9. Travel and Accommodation

### 9.1 RADIUS ALLOWANCE

- (a) Eligibility  
Radius allowance shall be paid to any employee who travels daily between his/ her home and a site over 8 miles away. This allowance is for travelling time and fares and will, therefore, only be paid in respect of full days worked.
- Radius allowance is not payable to employees in receipt of accommodation allowance, but where accommodation is not available within 10 miles of a site a sufficient extra payment shall be made to cover the additional travelling costs beyond 10 miles radius. Alternatively, employers may provide free transport to the site.
- (b) Scale 1 and Scale 2  
Radius allowance Scale 1 applies to employees travelling to work by their own means. Scale 2 is payable in respect of distances for which suitable free transport is provided at the discretion of the employer. The scales are shown in NAECI A12.4.
- (c) Employees' responsibility  
It is the responsibility of each individual employee to get him/ herself to work.
- (d) Additional provisions - NAECI A3
- A3.1: Measurement of radius distance
  - A3.2: Penalty for absenteeism
  - A3.3: Taxation treatment

## 9.2 ACCOMMODATION ALLOWANCE

### (a) Eligibility

An employee who, by agreement with his/her employer, lives away from home shall be entitled to an accommodation allowance as in NAECI A12.5, subject to satisfactory completion of the approved application form included in the NJC Supplement. In circumstances approved by HM Revenue & Customs, as set out in the application form, this is paid tax-free.

Note: Employers shall not unreasonably withhold their agreement, as required above. In particular, they shall have regard to the fact that accommodation allowance is intended to apply to employees who 'have been required by their employer to work at a place outside normal daily travelling distance from their permanent home, such that employees must in fact reside in temporary accommodation away from their permanent home address' (see further Application for Accommodation Allowance - Notes for Applicants, reproduced in full in the NJC Supplement).

### (b) Permanent home address

The employer shall determine with each employee a personal home base, which will normally be his/ her permanent home address, for the purposes of establishing eligibility for accommodation allowance. The permanent home address shall be recorded and revised as necessary.

### (c) Weekly payment

Accommodation allowance shall be paid for 7 days in each week except in the case of a broken week.

### (d) Reimbursement of accommodation retainers

Where an employee is required to make a payment to retain his/ her accommodation when it is not occupied and the employee is absent with permission he/ she shall be reimbursed, upon production of proof of payment to the employer's satisfaction, the sum actually paid, up to the following maximum amounts:

- (i) For public holidays and periodic leave up to the maximum in NAECI A12.5(b)
- (ii) For days of annual holiday up to the maximum in NAECI A12.5(c).
- (iii) For certified sickness and other absence with permission up to the maximum in NAECI A12.5(c), but limited to a period of no more than 14 days.

### (e) Reimbursement of actual expenses

An employer may agree to reimburse actual accommodation expenses

against receipts as an alternative to paying accommodation allowance. All such accommodation must be considered reasonable by the employer and mutually acceptable, taking into account the circumstances in the locality.

However, if the employer reimburses accommodation expenses which are higher than accommodation allowance and it cannot be demonstrated that the circumstances are exceptional, eg. an exceptionally high cost area, then the amount in excess of accommodation allowance must be taxed (notwithstanding that receipts are available to support the payments).

### (f) Additional provisions - NAECI A3

- A3.4: Penalty for absenteeism
- A3.5: Employees sick in accommodation
- A3.6: Accommodation allowance at periodic leave

## 9.3 SPECIAL TRAVEL AND ACCOMMODATION ARRANGEMENTS WITHIN THE M25

### (a) Eligibility

These special travel and accommodation arrangements apply to employees engaged on work within the M25 orbital motorway.

### (b) London supplement

A London supplement to accommodation allowance as in NAECI A12.6 is payable to employees in receipt of accommodation allowance and engaged on work within the M25 orbital motorway.

### (c) Travel cards

#### (i) Employees in accommodation

Employees in receipt of the London supplement to accommodation allowance are entitled to the free issue of a London travel card from the London public transport zone in which the accommodation is located to the London site at which they are employed.

#### (ii) Employees in receipt of radius allowance

Employees travelling to work daily from beyond the London public transport zones are entitled to the free issue of a London travel card from zone 6 to the London site at which they are employed.

### (d) Additional provision - NAECI A3

- A3.7: Taxation treatment

#### 9.4 TRAVELLING EXPENSES FOR PERIODIC WEEKEND LEAVE AND ON COMMENCEMENT, TERMINATION AND TRANSFER OF EMPLOYMENT

- (a) Periodic weekend leave  
Periodic weekend leave shall be granted on 12 occasions during the year to employees on 'away contracts' and in receipt of accommodation allowance. These periodic leaves shall normally be scheduled once per month and arranged where possible to coincide with recognised holiday periods, although in exceptional cases these arrangements may be varied by mutual agreement between the employer and the individual employee.
- (b) Transport expenses  
On commencement and termination of employment on 'away contracts' employees entitled to accommodation allowance shall be entitled to transport expenses, comprising fares or vouchers, reimbursed at full standard class single rail fares between the main line stations nearest to the site and the employee's place of residence. In the case of periodic leave, transport expenses, comprising fares or vouchers, shall be reimbursed at full standard class return rail fares between these stations. The employer may specify the travel route and an employee using some other route shall be liable to pay the difference in cost if any.
- (c) Travelling time payment  
In addition to transport expenses employees covered by this Section shall be entitled to a payment of travelling time of one hour at the basic rate for the first 30 miles and a half hour for each subsequent 20 miles or part thereof of the journey one way but the travelling time payment shall apply both at the start and at the finish of an 'away contract'. Distances for the purpose of this clause are measured in a straight line as for NAECI A3.1.
- (d) Transfer  
An employee who is transferred to another site on which he/ she qualifies for accommodation allowance shall be entitled to transport expenses and travelling time for the journey from the original site to the new site in accordance with this Section.
- (e) Additional provisions - NAECI A3
- A3.8: Qualifications for periodic leave payment
  - A3.9: Voluntary termination of employment
  - A3.10: Alternative periodic leave arrangements
  - A3.11: Air travel

#### 9.5 TRAVEL AND ACCOMMODATION ARRANGEMENTS FOR POSTED EMPLOYEES

- (a) Definition  
The provisions of (b) below shall apply where:
- (i) An employer transfers an employee whom it would normally employ outside the United Kingdom onto work within the United Kingdom in scope to the NAECI; and
  - (ii) At the time when the transfer to the United Kingdom takes place it is intended that:
    - The transfer will be of limited duration; and
    - The employee will remain employed by the employer referred to in (i) above during the period of the transfer.
- (b) Eligibility  
Whereas the accommodation and travel entitlements of individuals falling within the definition of 'posted employee' in (a) above shall remain broadly equivalent in value to those set out in NAECI 9.2 and 9.4, the detailed operation of those arrangements may require variation to take account of their specific circumstances as posted employees. By way of example, such variations may include (but need not be limited to):
- (i) The provision of suitable accommodation as an alternative to the payment of accommodation allowance; and/or
  - (ii) Less frequent and/or longer episodes of periodic leave.
- Employers may operate alternative accommodation and/or travel arrangements for posted employees in accordance with this provision, subject to agreement in consultation with the signatory trades unions.
- (c) Taxation treatment  
Alternative arrangements established in accordance with (b) above fall outside the scope of the established concessions for NAECI allowances granted by HM Revenue & Customs. Accordingly, the taxation treatment of such arrangements (for PAYE, or equivalent non-UK, purposes) is a separate matter to be resolved between the employers, employees and tax authorities concerned.

## 10. Holidays with Pay

### 10.1 ENTITLEMENT

- (a) Full annual and public holiday entitlement  
The full NAECI holiday entitlement consists of 5 weeks of annual holiday

and 8 days of public holiday per annum. All holiday entitlement is to be taken during the Leave Year (see NAECI 10.2 below) in which it arises.

- (b) Days/ hours of annual holiday entitlement  
For annual holiday purposes, 5 weeks' entitlement represents:
- (i) 25 days, where an employee's basic working week consists of 5 normal working days;
  - (ii) 20 days, where an employee's basic working week consists of 4 normal working days.

Where the number of days in an employee's normal basic working week varies from time to time (for example in a 9-day fortnight working pattern), the employee's annual holiday entitlement may be expressed in terms of hours instead of days. For these purposes, the hourly equivalent of a full year's annual holiday entitlement shall be 190 hours.

#### 10.2 LEAVE YEAR

The Leave Year shall normally commence on the first working Monday in January and end on the Sunday before the first working Monday the following year. Where an employee's contract of employment or a collective agreement makes other provisions for the Leave Year, no alteration to these arrangements is necessary.

#### 10.3 PAYMENT FOR HOLIDAYS

Payment for any period of annual or public holiday taken by an employee shall comply with the relevant statutory provisions covering calculation of 'a week's pay' for employments with normal working hours contained in Sections 221 to 224 of the Employment Rights Act 1996.

For holiday pay calculation purposes:

- (a) An employee's normal working hours shall be taken to be 38 hours per week.
- (b) Overtime hours and overtime pay shall not be taken into account.
- (c) A day's holiday pay shall be calculated:
  - (i) In the case of public holidays: by dividing the weekly rate by 5, irrespective of the number of normal working days in the employee's basic working week.
  - (ii) In the case of annual holidays: by dividing the weekly rate by the number of normal working days in the employee's basic working week. Where the number of days in an employee's normal basic working week varies from time to time (for example in a 9-day fortnight working pattern), the weekly rate shall be divided by the number of normal working days in the particular week in which annual holiday is being taken.

#### 10.4 SELECTION OF PUBLIC HOLIDAYS

The 8 public holidays are normally:

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

but variations may apply in certain parts of the UK. Public holidays shall be arranged locally by mutual agreement in accordance with the usual practice for fixing holidays in the district concerned. Whilst it is desirable that the holidays of site employees should generally conform with those observed by local custom, this shall not preclude other mutually acceptable arrangements in exceptional circumstances such as when the majority of employees do not come from the local area.

#### 10.5 ADDITIONAL PROVISIONS - NAECI A4

- A4.1: Accruing annual holiday entitlement
- A4.2: New starters
- A4.3: Distribution of annual holidays
- A4.4: Payment for work done on annual holidays
- A4.5: Attendance before and after public holidays
- A4.6: Payment for work done on public holidays
- A4.7: Termination of employment
- A4.8: 4-day working
- A4.9: 9-day fortnight, etc.

## 11. Pension, Welfare Benefits and Bereavement Leave

### 11.1 ECI STAKEHOLDER SCHEME

- (a) Eligibility  
Subject to (b) and (c) below, employers shall offer access to the ECI Stakeholder Scheme to all their employees employed under the NAECI on in-scope work.
- (b) Qualifying period  
Employees shall be entitled to submit an application to join the scheme after a 4-week period of qualifying employment.  
This qualifying period shall not apply in the case of employees who are already members of the ECI Stakeholder Scheme at the beginning of a new period of employment. Existing members should simply supply their policy number to their new employer and a signed change of employer

- form and the employer will then start making deductions and (where applicable) contributions in accordance with NAECI A5.1.
- (c) Concurrent membership of more than one pension scheme  
Pensions legislation sets out the circumstances in which individuals are permitted (or not permitted) to belong to more than one pension scheme at the same time. Where an employee is already a current member of another pension scheme, entitlement to join the ECI Stakeholder Scheme shall be conditional on his/ her being permitted to do so in accordance with this legislation.
- (d) Joint pension review  
As part of the 2007/2010 NAECI settlement, the signatory parties have agreed to undertake a joint review of pension provision, prior to implementation of a new or improved industry pension scheme during the course of 2008/9.
- (e) Additional provisions - NAECI A5
- A5.1: Contributions
  - A5.2: Complaints
  - A5.3: Further information

#### 11.2 ECW PENSION BUILDER SCHEME

The ECW Pension Builder Scheme closed to new members in 2001. Existing members may continue to make, and receive, contributions and benefits in accordance with the rules of the scheme (copies of which may be obtained on request from the NJC).

#### 11.3 WELFARE BENEFITS

- (a) Welplan Limited  
Employers shall provide welfare benefits arranged by the ECIA for those employed under the NAECI through Welplan Limited.  
The current scale of benefits is given in NAECI A12.7(b).
- (b) Alternative schemes  
Where employees are already covered by alternative schemes these may continue by mutual agreement between the parties provided that they offer benefits with effect from the date of employment which are in accordance with those listed in NAECI A12.7(b).
- (c) Thermal insulation contractors  
The welfare benefits, entitlements and payments provisions of the TIC1 National Agreement, covering sickness, death and disablement benefits, shall continue to apply to employees of thermal insulation contractors

when employed under the NAECI in accordance with the Understanding covering thermal insulation work (see NAECI A13.1 for further details)

- (d) Electrical contractors  
Electrical contractors employing electricians under the NAECI may continue to operate JIB and SJIB welfare benefit schemes. Where appropriate, top-up arrangements will apply to ensure that the benefits taken as a whole are comparable with the benefits under the NAECI.

#### 11.4 BEREAVEMENT LEAVE

- (a) Entitlement  
Upon application supported by evidence satisfactory to the employer up to 5 days bereavement leave may be granted upon the death of a spouse, civil partner, child, parent or sibling. In the event of the death of the parent of a spouse or civil partner up to 3 days leave may be granted.

Where an employee has a special responsibility towards a deceased person in another category of relationship, supported by satisfactory evidence, bereavement leave may also be granted.

Employers should be mindful of the effects of grief upon personal behaviour and should treat sympathetically all applications that meet the conditions laid down above.

- (b) Payment for bereavement leave  
For each day of bereavement leave so granted the employee will be paid for basic working hours at the appropriate basic hourly rate.

#### 11.5 STATUTORY PATERNITY LEAVE

- (a) Eligibility  
The provisions of (b) below shall apply where an employee who is due to become a parent or adoptive parent:
- (i) Qualifies for statutory paternity leave and pay, under the provisions of the Employment Rights Act 1996 and associated regulations; and
  - (ii) Decides to exercise his/ her entitlement to take either 1 week's or 2 consecutive weeks' statutory paternity leave, in accordance with those provisions; and
  - (iii) Successfully completes and submits to his/ her employer within the required timeframe the information and declaration sections of the appropriate HM Revenue & Customs form (SC3 'Becoming a Parent', or SC4 'Becoming and Adoptive Parent'), and complies with the terms and conditions attached to that form.

## (b) 'Topping up' statutory paternity leave/pay

Where an employee fulfils all the eligibility requirements set out in (a) above and takes statutory paternity leave for the period notified under (a)(iii) above, his/ her employer shall supplement the employee's statutory paternity pay so that the employee receives gross pay (i.e. before deductions for tax, national insurance, employee pension contributions, etc.) equivalent to the appropriate basic hourly rate payable for normal working hours for the week or 2 consecutive weeks in question.

## (c) Employees who do not qualify for statutory paternity pay

Where an employee is due to become a parent or adoptive parent but does not qualify for statutory paternity leave or pay (e.g. because he/ she has not completed 26 weeks' continuous employment by the applicable date), his/ her employer should nevertheless treat with sympathy any request by the employee for up to 5 consecutive days of annual holiday or authorised unpaid leave, provided that the employee makes this request in sufficient time for the employer to be able to put alternative arrangements in place to minimise any disruption to productive work.

## 12. Marking the Death of a Work Colleague

### 12.1 ARRANGEMENTS FOR MARKING THE DEATH OF A WORK COLLEAGUE

NAECI A6 sets out comprehensive provisions for marking the death (whether on site or off site) of a current work colleague. These enable employees and managers, working closely together, to arrange for:

- (a) The deceased's work colleagues to pay tribute to his/ her memory through an agreed, formal mark of respect organised on the site.
- (b) Representatives of the company's employees to receive special paid leave to attend the funeral.
- (c) The collection of donations for the deceased's dependants.

### 12.2 UNAUTHORISED 'SYMPATHY' STOPPAGES

Any unauthorised stoppage of work intended as an alternative or additional mark of 'respect' or 'sympathy', shall be reported to the NJC as a breach of NAECI A6.

Such a stoppage shall also be treated as an unlawful and illegitimate withdrawal of labour, resulting in forfeiture of pay, benefits, allowances and other contractual payments for the relevant period(s). Furthermore, those implicated in the stoppage may be subject to disciplinary action.

### 12.3 ADDITIONAL PROVISIONS – NAECI A6

- A6.1: Objective
- A6.2: Death on site
- A6.3: Death off site
- A6.4: Formal marks of respect
- A6.5: Attending the funeral
- A6.6: Welfare benefits
- A6.7: Collections
- A6.8: Funeral of a former colleague
- A6.9: NJC monitoring

## 13. Resolving Issues at Work – Overview

Employers, employees and trades unions have a mutual interest in preventing disputes arising in the first place, and if they do arise, in seeking to resolve them as swiftly, fairly and effectively as possible.

The following steps should all help ensure that this happens in practice:

- (a) Provision of full, accurate and comprehensible information to all employees about the main terms and conditions (including procedures) applicable to their employment.
- (b) Early consultation on any issues liable to arise in respect of site conditions and/or logistical arrangements, and the establishment and maintenance of adequate site welfare facilities (see NJC Supplement for Model Code of Site Health, Safety and Welfare Standards).
- (c) Communication of clear rules on how any issues that do arise will be resolved, including the establishment of written company grievance and disciplinary procedures in accordance with NAECI 14 and 15 below.
- (d) Demonstration of a joint commitment from individual managers, employees and trades union officials to seek to resolve issues in accordance with the NAECI and these procedures.
- (e) Provision of sufficient training and support for managers and shop stewards to perform their respective roles with regard to grievances, dispute resolution and/or discipline effectively.

## 14. Raising a Grievance

### 14.1 COMPANY GRIEVANCE PROCEDURES

- (a) Each company in membership of a signatory employer association will ensure that it has in place a formal, written grievance procedure. The terms of this procedure shall be consistent with the requirements of NAECI 14.2 to 14.5 below and NAECI A7. In the absence of a proper company procedure, these Sections shall stand in place of that procedure.
- (b) Observance of the requirements of NAECI 14.2 to 14.6 and NAECI A7 is also deemed to constitute compliance with the 'standard' statutory grievance procedure [Employment Act 2002 (Dispute Resolution) Regulations 2004, Reg. 10].

### 14.2 NORMAL WORKING

There shall be no stoppage of work or any other industrial action while any of the domestic or external stages of the procedure are being used. The status quo (i.e. whatever conditions, practice or agreement on working and management arrangements, established in accordance with the NAECI, that applied prior to the dispute) will be maintained until resolution is achieved through the procedure, or the procedure is exhausted.

Any unprocedural action by employees contrary to the above paragraph shall entitle the employer:

- (a) To make deductions of pay, benefits, allowances and other contractual payments for the relevant period(s). Any deductions duly forfeited as a consequence of unprocedural action will not be recoverable, and any claim for recovery will be treated as inadmissible and not pursued; and
- (b) To take disciplinary action.

### 14.3 DOMESTIC RESOLUTION (INFORMAL)

It is usually best for all involved if grievances can be resolved speedily and informally. Accordingly, the employee or employees concerned should normally, in the first instance, bring any issue or complaint to the attention of their immediate line manager (i.e. usually a foreman or supervisor).

### 14.4 DOMESTIC RESOLUTION (FORMAL): STAGE 1

If the matter is not speedily resolved on an informal basis, it may then be referred through the shop steward(s) - or, in the absence of shop

steward(s), the local full time officer(s) of the signatory trades union(s) concerned - for consideration with the appropriate designated manager.

### 14.5 EXTERNAL RESOLUTION: STAGE 2 AND BEYOND

If the matter is not resolved at Stage 1 either party may refer it to a Stage 2 Site Meeting.

Further provisions concerning the resolution of issues at Stage 2, and the subsequent procedural stages if matters remain unresolved, are set out in NAECI A7.

### 14.6 ADDITIONAL PROVISIONS - NAECI A7

- A7.1: Stage 2 Site Meeting
- A7.2: Stage 3 Reference to PJC/ Local Forum
- A7.3: Stage 4 NJC Adjudication Panel
- A7.4: Employer references

## 15. Managing Discipline

### 15.1 COMPANY DISCIPLINARY PROCEDURES

Each company in membership of a signatory employer association will ensure that it has in place a formal, written disciplinary procedure. The terms of this procedure shall be consistent with the requirements of the 'standard' statutory disciplinary and dismissal procedure, the ACAS Code of Practice on 'Disciplinary and Grievance Procedures', NAECI 15.2 to 15.5 below and NAECI A8 to A10. In the absence of a proper company procedure, these Sections shall stand in place of that procedure.

### 15.2 EARLY MANAGEMENT INTERVENTION

Once a manager has identified an issue of poor performance, absenteeism/ lateness or minor misconduct involving an employee with at least 4 weeks' continuous service, it is normally good practice to seek to address the issue with the employee directly, either informally (e.g. informal verbal caution) or as part of a formal process established by the employer (e.g. absence management, individual employee assessment, etc.).

### 15.3 WARNINGS

Where intervention under NAECI 15.2 has not succeeded in resolving the issue, or in more serious cases of poor performance, absenteeism/ lateness or misconduct (other than gross misconduct), the subsequent formal disciplinary procedure shall be consistent with the provisions of NAECI A8 and A10.

#### 15.4 SUMMARY DISMISSAL FOR GROSS MISCONDUCT

- (a) Gross misconduct  
Each company's disciplinary procedure shall include an indicative, non-exhaustive list of serious infringements that management shall normally treat as gross misconduct justifying summary dismissal without notice. Examples of infringements that might be expected to feature in such a list are given in NAECI A9.1 and A9.2.
- (b) Investigation  
Any allegation of an infringement that is normally treated as gross misconduct shall be immediately reported to the appropriate designated manager and shop steward. Before any disciplinary meeting, management shall investigate the matter and document the evidence.  
The employee may be suspended without loss of base rate or incentive bonus earnings for the normal hours lost, pending completion of the investigation. Suspension with pay will not, however, apply to employees who do not hold themselves available for work.
- (c) Formal disciplinary procedure  
If, following the investigation, the appropriate designated manager decides to continue formal action in relation to the allegation of gross misconduct, the subsequent formal disciplinary procedure shall be consistent with the provisions of NAECI A9 and A10.

#### 15.5 TRADES UNION REPRESENTATIVES

Although normal disciplinary standards apply to their behaviour as employees, disciplinary action against a duly accredited shop steward can be misconstrued. Employers should seek to engage in early discussion with the local full-time officer of the signatory trades union concerned where any potential issue may arise.

#### 15.6 ADDITIONAL PROVISIONS

Warnings - NAECI A8

- A8.1: Disciplinary meeting
- A8.2: Disciplinary action
- A8.3: Right of accompaniment

Gross misconduct - NAECI A9

- A9.1: Examples of gross misconduct
- A9.2: Other possible instances of gross misconduct
- A9.3: Disciplinary meeting
- A9.4: Summary dismissal or other sanctions
- A9.5: Right of accompaniment

Appeals against dismissal - NAECI A10

- A10.1: Domestic/ external appeals
- A10.2: NJC Dismissal Arbitration Panel
- A10.3: Right of accompaniment
- A10.4: Statutory procedures

## 16. Transfer and Termination of Employment

### 16.1 TRANSFER

- (a) Notice of transfer  
In cases where an employer wishes to move an employee to another site (as opposed to terminating the employee's employment) the maximum practicable notice of intended transfer should be given. This should not be less than one week other than in exceptional circumstances or where otherwise mutually agreed or in the case of repair and maintenance work.
- (b) Transport expenses and travelling time payment  
An employee who is transferred to another site on which he/ she qualifies for accommodation allowance shall be entitled to transport expenses and travelling time for the journey from the original site to the new site calculated in accordance with NAECI 9.4.

### 16.2 STATUTORY NOTICE

After 4 weeks (or more) continuous employment, notice of termination of employment shall be given in accordance with the provisions of the Employment Rights Act 1996.

- (a) By the employer:
- (i) After 4 weeks but less than 2 years of continuous employment - 1 week's notice.
  - (ii) After 2 years of continuous employment - 2 weeks' notice.
  - (iii) Thereafter 1 week of notice for each year of continuous employment up to a maximum of 12 weeks.
- (b) By the employee:  
After 4 weeks of continuous employment - 1 week's notice.

Notice given by either party shall normally run from the final day of the employee's basic working week. For example, where the basic working week is Monday to Friday, notice shall normally run Friday to Friday. Specific notice provisions for rolling shifts may be found in the NJC Supplement.

Notice does not apply to summary dismissal for gross misconduct.

### 16.3 REDUNDANCY CONSULTATION

- (a) Where a redundancy situation arises the employer shall commence consultation with the relevant signatory trades unions in line with statutory requirements, or as soon as reasonably practicable thereafter given the short-term changes in circumstances commonly experienced in engineering construction.
- (b) Arrangements for collective consultation do not remove any separate, legal requirement for individual consultation.

### 16.4 REDUNDANCY SELECTION

- (a) The employer shall consult the signatory trades unions on its proposed selection pool(s) and selection criteria as part of any collective consultation arrangements under NAECI 16.3(a).
- (b) The first consideration will be the need to maintain a balanced and productive workforce composed of employees whom management considers have the skills and experience most appropriate to the company's needs.
- (c) Selection shall be based on the particular contract where employees included in a selection pool are currently employed, except where the written offer of employment, contract of employment and/or statutory statement of employment particulars issued by the employer either:
- (i) Expressly provides that an employee is employed specifically on a transferable basis operating across a number of contracts in a defined area. In such cases, that area shall be regarded as the 'contract' for the above purposes; or
  - (ii) Expressly sets out a specifically defined alternative to selection on a contract basis (including an unambiguous statement explicitly excluding selection on a contract basis under either (c) or (c)(i) above).
- (d) A particular selection criterion may not be used if, either generally or in the specific circumstances where its application is being proposed, it contravenes the requirements of United Kingdom employment, labour relations or discrimination law.
- (e) Length of service with the employer may form part of the redundancy selection process where it is lawful to do so – for example:

- (i) Where the short-term nature of employment makes it genuinely impracticable for an employer to establish an alternative basis for differentiating between individuals; or
  - (ii) To differentiate between 2 individuals who are awarded equal scores under an objective selection matrix operated in accordance with (f) below.
- (f) Where an employer is proposing to base selection for redundancy on individual employees' performance against a matrix of factors, it should take reasonable steps to demonstrate during consultation that:
- (i) The selection criteria and scoring systems set out in the matrix are objective and/or verifiable. Examples of such criteria include (but need not be limited to):
    - Attendance
    - Timekeeping
    - Disciplinary record
    - Job knowledge/ skills
    - Relevant qualifications/ training
    - Assisting/ developing/ training others
    - Measurable quality
    - Health and safety
  - (ii) Where an individual does not agree with a decision to select him/her for redundancy, he/ she shall have access to a company appeals procedure.
- (g) After due consultation, management will prepare a list of the names of the employees to be made redundant in accordance with the above provisions and will notify them accordingly. The list will then be made available to the shop stewards.
- (h) Individual companies shall have the opportunity of registering redundancy procedures established in accordance with the above provisions with the NJC.
- (j) Further dismissal appeal provisions are set out in NAECI A10.

### 16.5 REDUNDANCY PAYMENTS

- (a) Contractual severance payment  
Upon termination of employment because of redundancy a contractual severance payment will be made for each complete week of continuous employment up to a maximum of 103 weeks at the rate in NAECI A12.7(c).

The contractual severance payment will not be made for any week in which an employee has participated in a strike, industrial action or any other unauthorised stoppage of work. Days of holiday, sickness and temporary absence from work with permission in any period covered by the employee's contract of employment will qualify for payment purposes.

- (b) Statutory redundancy pay  
The entitlement to a contractual severance payment ceases upon qualifying for statutory redundancy pay on the completion of 2 years service.
- (c) Redundancies only  
Employees who are transferred by their employer to another contract are entitled to the contractual severance payment for the whole period of employment (or statutory redundancy pay where the period of employment exceeds 2 years) upon their eventual redundancy but not at the time of transfer.
- (d) No other redundancy payments  
Other than either the contractual severance payment for employees with less than 2 years service, or statutory redundancy pay for employees with more than 2 years service, no other redundancy payments of any sort shall be made.
- (e) Taxation  
By arrangement with HM Revenue & Customs redundancy payments made strictly in accordance with this standard scheme upon genuine redundancy, as defined in the Employment Rights Act 1996, will not be subject to income tax. Therefore employees who leave voluntarily or who are dismissed for reasons other than redundancy are not entitled to the contractual severance/ statutory redundancy payment nor to the tax concession applying to it.

#### 16.6 OTHER ENTITLEMENTS ON TERMINATION OF EMPLOYMENT

- (a) Transport expenses and travelling time payment  
On the non-voluntary termination of employment on 'away contracts' employees qualifying for accommodation allowance under NAECI 9.2 shall be entitled to transport expenses and travelling time payment calculated in accordance with NAECI 9.4.
- (b) Holidays - in lieu payment  
Any holiday payment due on termination of employment shall be calculated in accordance with the provisions of NAECI A4.7.

## 17. Salaried Status

### 17.1 PURPOSE

NAECI A11 sets out an approved basis for employers to make an offer of salaried terms and conditions to qualifying in-scope employees, including:

- (a) A salary (payable weekly, fortnightly, 4 weekly or monthly) consistent with NAECI hourly rates for normal working hours;
- (b) The option to enhance one or more deferred/ indirect employee benefits, namely pension, welfare benefits, notice periods and/or redundancy payments.

The purpose of these provisions is to help employers reward loyalty and performance; to enhance employees' status and security; to increase the industry's ability to attract and retain able and motivated people; and, to help improve further the industry's workplace culture, employment relations, competitiveness and productivity.

### 17.2 QUALIFYING FOR SALARIED STATUS

An employer's salaried status scheme shall include a full description in writing of:

- (a) The contract(s) and/or category/ies of employee to which the scheme is intended to apply; and
- (b) The process through which in any particular case the decision whether or not to offer salaried status to a particular individual shall be made, and the person, or persons, who shall be responsible for making that decision.

The scheme shall also define in writing any specific qualifying conditions that an individual shall be required to fulfil before being offered salaried status under the scheme. These conditions may include (but need not be limited to):

- (c) A specified minimum qualifying period of continuous employment;
- (d) A condition that the employee should cooperate with an individual employee assessment system operated by the employer, and achieve, or surpass, a defined level of performance under that system, before he or she may be offered salaried status; and/or
- (e) Any transitional provisions that shall apply during the initial phasing-in period of the scheme.

### 17.3 APPLICATION OF NAECI TERMS AND CONDITIONS TO SALARIED EMPLOYEES

Employees who accept an offer of salaried status in accordance with this Section shall receive a comprehensive written contract of employment

and/or statutory statement of employment particulars from their employer, setting out the terms and conditions applicable to their employment.

Detailed provisions concerning the application of specific NAECI terms and conditions to such employees are set out in NAECI A11.

#### **17.4 ADDITIONAL PROVISIONS - NAECI A11**

- A11.1: General principle
- A11.2: Base salary
- A11.3: Radius allowance and related payments
- A11.4: Indirect/deferred employee benefits
- A11.5: Grievances/disputes
- A11.6: Guidance

## **Part II: Categorised Work**

### **18. Categorisation**

#### **18.1 CATEGORISED WORK**

The concept of categorisation permits the appropriate application of the NAECI to each of the following specific work sectors:

- (a) Category 1: Major New Construction Projects.
- (b) Category 2: Long Term Repair and Maintenance Operations.
- (c) Category 3: Major Events.

#### **18.2 WAGE RATES ON CATEGORISED WORK**

Basic, shift and overtime rates payable on Categorised Work are set out in NAECI A12.8 (for details of National Guaranteed Rates see NAECI A12.2).

### **19. Incentive Bonus Arrangements On Categorised Work**

#### **19.1 PURPOSE**

Employers may introduce incentive bonus arrangements on Categorised Work to encourage and reward improvements to working practices or the achievement of specific agreed targets or objectives. On Categorised Work, any incentive bonus arrangements established by an employer shall take the form of either:

- (a) a fixed productivity allowance only (see NAECI 19.2 below); or
- (b) a performance-based payments arrangement, with or without a fixed element (see NAECI 19.3 below).

#### **19.2 FIXED PRODUCTIVITY ALLOWANCE**

##### **(a) Definition**

A fixed productivity allowance is a locally negotiated fixed payment, established to reward agreed improvements to working practices and/or productivity levels. The fixed productivity allowance is payable for all hours worked.

##### **(b) Upper payment limits**

The upper payment limits for a fixed productivity allowance on Categorised Work are set out in NAECI A12.8(c)(iii).

#### **19.3 PERFORMANCE-BASED PAYMENTS**

##### **(a) Definition**

Performance-based payments are locally negotiated payments established to encourage and reward one or more of the following:

- (i) Achievement of specific agreed measured productivity and/or quality targets; and/or
  - (ii) Achievement of specific agreed milestones; and/or
  - (iii) Compliance with such other agreed targets, key performance indicators, practices or conditions as are determined locally to be most likely to contribute to the achievement of specific project, site, event or contract objectives.
- Earnings under a performance-based payments arrangement shall vary according to performance against these agreed targets/ objectives.
- (b) Upper payment limits  
The upper payment limits for performance-based payments on Categorised Work (including any incorporated fixed element) are set out in NAECI A12.8(c)(iv).
  - (c) Payment periods  
The rules governing a performance-based payments arrangement shall define the period(s) over which payment(s) is/ are to be calculated and (subject to fulfilment of the relevant conditions) paid. Provision may be made for one or more of the following:
    - (i) Payment(s) made periodically (as defined in the rules); and/or
    - (ii) Payment(s) made when the employer either transfers the employee permanently away from the project/ site/ event/ contract covered by the performance-based payments arrangement, or terminates his/ her employment; and/or
    - (iii) Payment(s) made on the achievement of particular agreed targets, objectives or milestones, up to and including project/ event/ contract completion.
  - (d) Forfeiting payment  
The rules governing a performance-based payments arrangement shall include provisions for the forfeiting of payment(s) which would otherwise have been payable under (c)(i), (ii) and/or (iii) above, in the event of:
    - (i) Any form of unprocedural action or any other unauthorised stoppage of work; and
    - (ii) Unauthorised absence; and
    - (iii) The employee leaving his/ her employment before termination by the employer.

#### 19.4 ISSUES ARISING

Issues arising from the detailed operation of incentive bonus arrangements on Categorised Work should be resolved locally. Any grievances and/or failures to agree about the principles or operation of an incentive bonus arrangement may be referred to the NJC Executive Committee for determination of the appropriate procedure to be applied. An issue raised under this Section shall be dealt with speedily and the principles of NAECI 14.2 ('Normal Working') shall be observed.

#### 19.5 EXISTING INCENTIVE BONUS ARRANGEMENTS

Existing incentive bonus arrangements (i.e. fixed second tier and/or PPIS) operated in accordance with the NAECI on Categorised Work prior to 4 June 2007 shall remain unaltered and in force unless and until varied by agreement in accordance with NAECI 19.1 to 19.3 above.

### 20. Additional Employment Relations Support for Selected Categorised Work

#### 20.1 NOTIFICATION

Signatory organisations are required to report impending significant projects and contracts as early as possible, using the Notification of New Work form set out in the NJC Supplement. Prompt notification will assist the parties to satisfy their mutual obligations and for each to fulfil their share of responsibility, by encouraging consultation on additional employment relations support through the NJC to be undertaken in a timely manner.

#### 20.2 CONSULTATION

The NJC may consult a client and/or its managing/ main contractor(s) to discuss a forthcoming Major New Construction Project or a Major Event, or Long Term Repair and Maintenance Operations, and with them decide whether the work in question might benefit from additional employment relations support.

#### 20.3 LOCAL NEGOTIATIONS AND NJC APPROVAL

Where it is proposed to provide additional employment relations support, the local parties shall normally consult on and negotiate the terms of a local agreement, namely:

- (a) A Supplementary Project Agreement ('SPA'), in the case of Major New Construction Projects.
- (b) A Long Term Repair and Maintenance Agreement, in the case of Long Term Repair and Maintenance Operations.

(c) A Major Event Agreement, in the case of Major Events (subject to NAECI 20.4(c) below).

The terms of a local agreement, including any incentive bonus arrangement, shall normally be negotiated by representatives of the main contractor(s) and employers of in-scope employees on the project/ site/ event in question (assisted by the ECIA Regional Employment Relations Executive) and the local full time officers of the signatory trades unions.

It is the function of the NJC Regional Operations Manager to guide the parties in ensuring that the proposals under negotiation are in accordance with the NAECI. The NJC Regional Operations Manager may also assist the local parties in the preparation and development of the local agreement.

On completion of negotiations, the local agreement will be referred to the NJC for final approval before implementation on site. All subsequent amendments will require NJC approval.

#### **20.4 Provisions applicable to specific categories**

(a) Major New Construction Projects

(i) NJC criteria

In determining whether additional employment relations support is appropriate for a particular Major New Construction Project, the NJC will consider amongst other things:

- The size of the project and the anticipated number of in scope employees employed at peak.
- The expected duration of the project.
- The number of contractors involved.
- The proportion of NAECI in scope work relative to work outside of scope (e.g. civil engineering, building services, etc.) on the same project or related projects.
- The level of commitment by the client and/or its managing/ main contractor(s) to uphold all aspects of the NAECI on the project.
- The significance of any employment relations issues likely to arise on the project in relation to other projects or to the industry generally.

(ii) Existing projects

Additional employment relations support may be established for an existing project (taking into account the above criteria), subject to consultation between the NJC and the client and/or its managing/ main contractors.

(iii) Inductions

The NJC will develop a model form of induction for workforce and supervision on Major New Construction Projects, the details of which may be adapted to suit local requirements and incorporated into the SPA. This will be in addition to any specific company induction. Trades union representatives shall be invited to contribute to the induction courses, which may also include:

- Safe working practices and site safety regulations.
- Familiarisation with the NAECI, the local agreement and, in particular, the procedure to be followed in the event of grievances/ disputes (NAECI 14 and A7).
- The main rules and requirements of any incentive bonus arrangement.
- The ECI Stakeholder Pension Scheme (NAECI 11.1).

NAECI 8.2(a) defines the wages payable during induction training.

(iv) Independent auditor

In order to ensure harmonious employment relations and full compliance with NAECI terms and conditions on Major New Construction Projects, NJC approval under NAECI 20.3 above will normally be conditional on the SPA providing for the appointment of an independent auditor.

Where a managing/ main contractor considers that the circumstances of a particular Major New Construction Project mean that the appointment of an independent auditor is uneconomic or otherwise unnecessary, it shall specify its full reasons and any alternative proposals when submitting the SPA for NJC approval.

(b) Long Term Repair and Maintenance Operations

(i) Existing Repair and Maintenance Agreements

Repair and Maintenance Agreements approved previously by the NJC, shall be given the opportunity to continue, without amendment, while being able to develop over time in line with the principles embodied within the NAECI.

(ii) Minor projects and events

In order to improve the prospects for long-term continuity of employment for the employer and its employees and to help eliminate peaks and troughs in workload, new build, refurbishment, minor modification projects and minor events may be included in the scope of Long Term Repair and Maintenance Agreements.

- (iii) Major New Construction Projects  
Where a significant stand alone new build project is proposed, the client may ring fence it for the period of construction and seek to regulate it separately through the NJC as a Major New Construction Project. Upon completion the terms and conditions of the Long Term Repair and Maintenance Agreement will apply.
- (iv) Limited dispensation for non-UK terms and conditions on short-term contracts  
Where:
1. A Long Term Repair and Maintenance Agreement is in place; and
  2. It is proposed to engage one or more non-UK contractor(s) to perform contract(s) that would otherwise fall within the scope of that Agreement; and
  3. The non-UK contractor(s) propose to post employees from overseas to the UK on their normal (non-UK) terms and conditions of employment; and
  4. The contract(s) in question is/ are of only short-term duration; and
  5. The Long Term Repair and Maintenance Agreement does not already include a specific exemption covering circumstances of this sort, an application may be made in advance to the NJC for a dispensation from the application of NAECI and Long Term Repair and Maintenance Agreement terms and conditions to the employer(s), employees and contract(s) concerned, without otherwise affecting the ongoing status, application or validity of the NAECI or the Long Term Repair and Maintenance Agreement on the site.
- (c) Major Events where a Long Term Repair And Maintenance Agreement is in place  
Where a Long Term Repair and Maintenance Agreement under the NAECI exists on an operating plant, the terms and conditions for a Major Event may either be incorporated within that Agreement or regulated separately under a Major Event Agreement. The fullest prior consultation will take place between signatory employer and trades union representatives.
- (d) Major Events on other sites  
In order to help achieve stable employment relations on those operating plants where a Long Term Repair and Maintenance Agreement does not exist, employers are encouraged to support consultation about and negotiation of structured arrangements under the NAECI for Major Events.

## Part III: Appendix

### A1. Industry Occupations, Grades, Apprentices and Competence Assurance

#### A1.1 OCCUPATIONS

The main trade occupations covered by the NAECI on in scope work (as defined in NAECI 1.3) include:

- (a) Erecting
- (b) Mechanical fitting
- (c) Pipefitting
- (d) Plating
- (e) Welding
- (f) Scaffolding
- (g) Thermal insulation (subject to the Understanding covering thermal insulation work - see NAECI A13.1)
- (h) Electrical/ instrumentation (in Scotland, subject to the Agreement with SELECT - see NAECI A13.2).

#### A1.2 GRADES

- (a) Skilled Working Chargehand (Grade 6)  
Selected from Advanced Craft employees (Grade 5) and required, in addition to the work of that grade, to undertake supervisory duties for the employer.
- (b) Advanced Craft (Grade 5)  
Employees will be designated as Advanced Craft grade if:
  - (i) They have undergone a form of training and have achieved a level of competence recognised by the NJC and have been awarded an S/NVQ Level 3.  
Examples include:
    - ECITB NASEC
    - ECITB NSDS (available until 31 December 2008)
    - ECITB TECSkills
    - Other schemes agreed and provided by the appropriate industry lead training body (e.g. CITB-ConstructionSkills for scaffolders, NET for electricians and TICA for thermal insulation engineers).

OR

- (ii) They have an S/NVQ Level 3 which is recognised by the NJC and awarded through ACE (see NAECI A1.6 below) or by a similar arrangement provided by another industry lead training body.

OR

- (iii) They can demonstrate that they have worked as an Advanced Craft employee (Grade 5) in the engineering construction industry prior to 1 June 1997.

AND

They have completed 2 or more years in the engineering construction industry in the Craft grade and agree to comply fully with the requirements of NAECI 3.2(a) to (c).

(c) Craft (Grade 4)

Employees will only be designated as Craft grade, if they possess the level of competence required at Stages A and B and the mandatory trade specific units of competence for working in the engineering construction industry under NSDS/ TECSkills. Achievement of this level of competence will enable individuals to qualify for assessment for an S/NVQ Level 3.

(d) Operatives (Grades 1, 2 or 3)

Operatives, who may or may not be registered under NSDS/ TECSkills, will be engaged for work which provides no opportunity for training or assessment under NSDS/ TECSkills. Experienced operatives will be classified in Grades 2 or 3 depending upon the nature of the work to be undertaken. New entrants to the industry as operatives will initially be classified in Grade 1 and will serve a probationary period of 3 months.

When required by their employer they will apply all the skills which they are competent to perform to the required standards, under Stages A and B of NSDS/ TECSkills and/or in 'company-specific' skills. Such 'company-specific' skills will be limited to those previously undertaken by semi-skilled workers (e.g. fork-lift truck driving, storekeeping, etc).

(e) Trainees (Grades 1, 2 or 3)

(i) Recruitment of trainees

Trainees must be registered with the ECITB under NSDS/ TECSkills and engaged for work which provides for on or off-the-job training and assessment in accordance with the provisions of the scheme.

They will serve a probationary period of 6 months. Employment as a trainee may include extended periods of work experience. On recruitment, trainees new to the industry will be employed in Grade 1 and shall not be allocated to the particular occupation in which they are to be trained until they have successfully completed their

probationary period. Trainees will have the opportunity to progress via Grades 1, 2 and 3 to Craft and ultimately Advanced Craft status under NSDS/ TECSkills.

Periods of employment as a graded operative will not affect an individual's long term status under NSDS/ TECSkills. The individual may move onto other jobs as a trainee when the next opportunity presents itself.

(ii) Grade 1 trainees promotion to Grade 2

Grade 1 trainees who have completed at least 2 weeks off-the-job training in NSDS/ TECSkills Stage A, but are new to the industry and lack relevant work experience, must complete a further 8 weeks on-the-job experience during which time they can demonstrate assessable on-site competence in Stage A which merits upgrading to Grade 2.

Grade 1 trainees may also achieve Grade 2 status by completing 10 weeks on-the-job training and experience and, as a result, are able to demonstrate assessable competence in Stage A.

This does not preclude the assessment and upgrading of mature trainees with relevant work experience at any time, provided they are able to demonstrate competence in Stage A.

(iii) Grade 2 Trainees promotion to Grade 3

Grade 2 trainees who complete NSDS/TECSkills training and are assessed as competent in Stage B will be eligible for promotion to Grade 3.

Achievement of this level of competence will enable trainees to qualify for an S/NVQ Level 2 in engineering construction.

Grade 2 trainees may sometimes be expected to undertake training in trade specific units of competence where this proves necessary to meet site requirements.

(iv) Grade 3 trainees promotion to Grade 4 (Craft)

Grade 3 trainees are required to progressively achieve trade specific units of competence in a selected discipline in accordance with NSDS/ TECSkills. In addition, employers may require Grade 3 trainees to undertake training in optional as well as mandatory trade specific skill units of competence.

- (v) Grade 4 (Craft) promotion to Grade 5 (Advanced Craft)  
Advancement to Grade 5 (Advanced Craft) is defined in NAECI A1.2(b) above.
- (f) Treatment of non-UK training, qualifications and/or experience  
Employees with non-UK training, qualifications and/ or experience shall be assigned to the most appropriate of Grades 1-6, taking into account all relevant sources of information about the individual concerned (see, for example, the sources listed in NAECI 3.2(a)), and applying the principle of substantial equivalence to the criteria set out in (a)-(e) above.

Note: The ECIA/ NARIC Database of Overseas Engineering Construction Qualifications analyses the contents of various EU and non-EU industry qualifications and compares these with the main UK industry occupational standards administered by the ECITB. It is available to member and non-member organisations on a subscription basis. Further details may be obtained by contacting the ECIA.

### A1.3 SCAFFOLDERS WORKING IN THE ENGINEERING CONSTRUCTION INDUSTRY

CITB-ConstructionSkills is the industry lead body for training scaffolders. Accordingly the NJC has determined that CITB trained scaffolders will be assimilated within the NAECI grading system in the following manner:

| NAECI GRADE | NAECI DESIGNATION  | QUALIFICATIONS REQUIRED                                                                                                                                                        |
|-------------|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1           | Trainee/ Operative | New entrant                                                                                                                                                                    |
| 2           | Trainee/Operative  | Upon successful completion of CITB training Part 1                                                                                                                             |
| 3           | Trainee/Operative  | Upon successful completion of CITB training Part 2                                                                                                                             |
| 4           | Craft              | 1 year's experience in NAECI Grade 3                                                                                                                                           |
| 5           | Advanced Craft     | (a) Successful completion of CITB Advanced Scaffold training<br>(b) 2 years' experience in NAECI Grade 4<br>(c) Acceptance of the obligations set out in NAECI A3.2(a) to (c). |

Note: For each NAECI grade the employer may require employees to undertake training in the NSDS/ TECSkills basic and general skills applicable to that grade.

### A1.4 ASBESTOS REMOVAL

- (a) Rates of pay for asbestos removers working under the NAECI  
The following is the understanding reached between the National Joint Council for the ECI and the National Joint Council for the TIC1 at a meeting held on the 5 July 2006 at Walmar House, Regent Street, London.
- Operatives employed in the removal of asbestos containing materials will be reimbursed as follows:
- (i) Recently qualified operatives: Grade 3 x 105%; incentive bonus payment to be 80% of the agreed incentive bonus.
  - (ii) Operatives able to work unsupervised: Grade 4 x 92.5%; incentive bonus payment to be 100% of the agreed incentive bonus.
  - (iii) Experienced operatives or operatives holding an NVQ in asbestos removal: Grade 5 x 92.5%; incentive bonus payment to be 100% of the agreed incentive bonus.
  - (iv) Thermal insulation engineer: Grade 5
- (b) Qualification of payment
- (i) Item (a)(i) paid to the newly qualified operative while in training for a period of 6 months.
  - (ii) After completion of training, payment to be in accordance with item (a)(ii) for a further period of 18 months.
  - (iii) After completing a period of 2 years on site, after qualification as an asbestos remover, payments as detailed on (a)(iii) are to be made.
  - (iv) Operatives in receipt of the Grade 5 x 92.5% payment on 20 April 2006 are to maintain that level of payment.
  - (v) Implementation of this agreement to be Monday 2 October 2006.

### A1.5 APPRENTICES

- (a) Directly employed apprentices  
NAECI A12.2(b) and A12.8(b) set out rates of pay and incentive bonus arrangements applicable to apprentices directly employed by contractors on in-scope work under either of the following schemes:

- (i) ECITB Apprenticeship Scheme (under grant options 1, 2 or 3).
- (ii) 'Non-ECITB' apprenticeships (i.e. apprentices trained under bona fide company training schemes to ECITB Apprenticeship Scheme standards).
- (b) Electrical and thermal insulation apprentices  
Apprentices employed by electrical and thermal insulation contractors are covered by their own industry agreements, except that incentive bonus arrangements may comply with those of non-ECITB apprentices directly employed under the NAECI (see NAECI A12.2(c)(vi) and A12.8(c)(vii)).

#### **A1.6 COMPETENCE ASSURANCE (ACE)**

- (a) ACE  
All signatory parties to the NAECI agree to support and implement the agreed system for Assuring Competence in Engineering Construction ('ACE').  
ACE incorporates a national assessment standard of competence to S/NVQ Level 3 by which the skills of individual employees are assessed and validated.
- (b) Skilled employees and ACE  
Skilled employees (Grades 4, 5 and 6) will provide evidence of their competence to undertake their core skills in accordance with the requirements of ACE.  
The costs of this process will not fall on employees and the process itself will not be a threat to the status or employment of any individual.  
Any matters arising should be dealt with through the grievance/disputes provisions of the NAECI (NAECI 14 and A7).
- (c) Industry Steering Group  
The general development of ACE will be subject to regular review by the ACE Industry Steering Group, on behalf of the NJC.

#### **A2. Basic Working Week – Additional Provisions**

##### **A2.1 PAYMENTS FOR NORMAL AND OVERTIME HOURS WHERE A BASIC WORKING WEEK INCLUDES A SATURDAY AND/OR SUNDAY (NAECI 7.1(c))**

Whenever, in accordance with NAECI 7.1(c), a basic working week includes a Saturday and/or Sunday, the normal hours worked on those days and any overtime hours shall be paid for as follows:

- (a) Normal hours worked on Saturday  
Payment of Overtime Rate A shall be made for normal hours worked on Saturday before noon up to a maximum of 4. Any normal hours in excess of 4 worked before or after noon on Saturday shall be paid at Overtime Rate B.
- (b) Normal hours worked on Sunday  
All normal hours worked on Sunday shall be paid at Overtime Rate B.
- (c) Overtime worked on Saturday and Sunday  
All overtime worked on Saturday or on Sunday up to midnight shall be paid at Overtime Rate B.
- (d) Overtime worked on days other than Saturday or Sunday  
Overtime worked on any day other than Saturday or Sunday shall be paid in accordance with the weekday overtime provisions under NAECI 7.4(e). For example, if a 5-day basic week is worked Wednesday to Sunday, and the following Monday or Tuesday are worked as overtime, Overtime Rate A will apply to the Monday or Tuesday in accordance with NAECI 7.4(e)(i).
- (e) Shift payments  
Shift payments set out in NAECI A12.2 and A12.8 include the payment for a Saturday and/or Sunday when they are part of the normal shift pattern. The appropriate overtime rates apply only when overtime is worked before or after normal shift hours.

#### **A3. Travel And Accommodation – Additional Provisions (NAECI 9)**

##### **RADIUS ALLOWANCE (NAECI 9.1)**

##### **A3.1 MEASUREMENT OF RADIUS DISTANCE**

Distances for whichever scale is applicable between home and site shall be measured in a straight line on the Ordnance Survey map but where natural barriers intervene the distances shall be measured via the nearest intersection or crossing point.

##### **A3.2 PENALTY FOR ABSENTEEISM**

An employee who is unavailable for work during working hours or arrives late or leaves the site early at any time without good cause or without permission shall forfeit the radius allowance to which he/ she would otherwise be entitled for the day or days concerned.

### A3.3 TAXATION TREATMENT

- (a) Scale 1 radius allowance, payable to employees travelling to work by their own means, is made up of 2 elements namely:
- (i) An allowance towards the cost of travelling daily to and from site;
  - (ii) An allowance in respect of the time spent travelling.
- (b) Scale 2 radius allowance is payable to employees travelling to work in transport provided free by the employer and is therefore a payment for travel time only.
- (c) HM Revenue & Customs currently stipulates the following taxation rules:
- (i) All payment for time, constituting 100% of Scale 2 and 50% of Scale 1 (subject to an adjustment as in (ii) below) shall be taxable;
  - (ii) The remaining 50% of Scale 1 less a sum of 12.5p per mile for the first four miles each way (£1 in all) may be paid tax-free.
- Therefore 50% of Scale 1 plus £1 is taxable and the remaining 50% minus £1 is tax-free. The table in NAECI A12.4 is constructed in accordance with these rules.

#### ACCOMMODATION ALLOWANCE (NAECI 9.2)

### A3.4 PENALTY FOR ABSENTEEISM

An employee who is absent or unavailable for work during working hours on a normal working day without good cause or without permission shall forfeit the accommodation allowance payable for that day. If such absence occurs on either a Friday or a Monday the accommodation allowance applicable to Saturday and Sunday shall also be forfeited unless those days are worked.

### A3.5 EMPLOYEES SICK IN ACCOMMODATION

Any case of sickness or accident occurring during the course of an employee's employment, which necessitates an employee entitled to accommodation allowance remaining in his accommodation, may be the subject of special arrangements for payment of the allowance for a maximum period of 14 days.

### A3.6 ACCOMMODATION ALLOWANCE AT PERIODIC LEAVE

When employees return home for periodic leave (see NAECI 9.4) accommodation allowance shall be paid for the days on which employees are travelling home from the site and returning to the site. In respect of the

intervening days of holiday the accommodation retainer shall be paid as in NAECI 9.2(d)(i) and A12.5(b).

For example, if a job closes down on a Friday night for a periodic leave and the following Monday is a holiday so that work is resumed on Tuesday, accommodation allowance is payable for both Friday and Tuesday, the 2 travelling days. The retainer is then payable for Saturday, Sunday and Monday.

If, however, an employee chooses not to travel home but to remain in the accommodation he/ she shall receive full accommodation allowance for the period but not periodic leave transport expenses nor travelling time payment (NAECI 9.4(b) and (c) refer).

#### SPECIAL TRAVEL/ACCOMMODATION ARRANGEMENTS WITHIN THE M25 (NAECI 9.3)

### A3.7 TAXATION TREATMENT

- (a) London supplement  
The London supplement is taxable.
- (b) Travel cards  
There are no concessionary arrangements applying to the provision of travel cards by employers and the Employer's Guide to PAYE explains that employees will be taxable on the cost of the cards. Employers are not required to deduct tax but are obliged to provide full details of the cards to the Inspector of Taxes. The Employer's Guide refers.

#### TRAVELLING EXPENSES FOR PERIODIC WEEKEND LEAVE, ETC (NAECI 9.4)

### A3.8 QUALIFICATIONS FOR PERIODIC LEAVE PAYMENT

Employees are normally expected to return to the site during the course of their normal shift on the day following periodic leave. The payment of transport expenses, travelling time and the accommodation retainer shall be conditional on working up to normal finishing time prior to the periodic leave, the punctual return of the employee to the site on the next working day after the periodic leave and the employee's availability for work for the remainder of that day, unless the employee can produce evidence to the satisfaction of the employer that his/ her absence was due to causes beyond his/her control or the employee is absent or returns late with the permission of the employer.

### A3.9 VOLUNTARY TERMINATION OF EMPLOYMENT

When an employee terminates his/ her employment during a contract the employee shall not be entitled to travelling expenses for the journey to his/

her home base. However, if the employer is satisfied that the termination arises from a genuine need to return home an application for such expenses shall be given proper consideration.

#### **A3.10 ALTERNATIVE PERIODIC LEAVE ARRANGEMENTS**

When an employee is retained to work during a recognised periodic leave the employee shall receive his/ her entitlements under NAECI 9.4 at another mutually convenient time. An employee so retained shall be entitled to the appropriate rates for the work done plus accommodation allowance for the days of retention only.

#### **A3.11 AIR TRAVEL**

Where employees have to travel long distances to their homes and suitable air services are available the employer, at its sole discretion, may agree to the employees travelling by air. In such cases travel shall be to and from the airport nearest the employee's home and one hour's travelling time shall be allowed for that portion of the journey covered by air.

### **A4. Holidays With Pay – Additional Provisions (NAECI 10)**

#### **A4.1 ACCRUING ANNUAL HOLIDAY ENTITLEMENT**

##### **(a) Rate of accrual**

Subject to (b) below, where an employer operates a system of weekly accrual for annual holidays this shall be at the rate of 1/52 of the full annual holiday entitlement per week. Such accrual will be treated as continuing during annual holiday periods and public holidays.

Subject to NAECI A4.3 and A4.7(a), an employee may take a period of annual holiday exceeding his/ her current accrued entitlement, provided this is mutually agreed with the employer.

##### **(b) Absence on authorised leave or through sickness**

Employees absent on authorised leave for the reasons specified in NAECI 7.4(d)(ii) will continue to accrue annual holiday entitlement for weeks so lost up to a maximum of 12 weeks in any one year of employment. Authorised leave resulting from the following shall not count towards this maximum:

- (i) An employee required to take a minimum rest period as a result of working overtime beyond midnight (see NAECI 7.4(g));
- (ii) A night worker required to take a minimum rest period after being advised of a change over to day work (see NJC Supplement);

- (iii) An employee on double day shift required to take a minimum rest period having been required to work further overtime beyond the first 7.5 hours of overtime (see NJC Supplement).

#### **A4.2 NEW STARTERS**

Subject to NAECI A4.8 and A4.9, an employee whose employment starts later than the beginning of the Leave Year (NAECI 10.2) shall be entitled to a proportion of the full 25 days' annual holiday entitlement calculated as follows:

$$A = (B \div 52) \times 25$$

Where: A is the number of days of annual holiday entitlement;

B is the number of complete weeks of employment in the Leave Year.

Where an employee's annual holiday entitlement includes any fraction of a day, this shall be rounded up to a whole day when taken as holiday.

#### **A4.3 DISTRIBUTION OF ANNUAL HOLIDAYS**

Except where different arrangements are specified in individuals' contracts of employment or a collective agreement (and subject to NAECI A4.8 and A4.9), the 25 days of annual holiday entitlement shall be distributed as follows:

- (a) A minimum of 5 days shall be attached to the public holidays during the Christmas/New Year period.
- (b) In order to establish a continuous shutdown a further 5 days will be attached, singly or severally on days of management choice, to existing annual or public holidays (of which no more than 3 days may be attached to the Christmas/New Year period without prior consultation and agreement on behalf of the employees concerned).
- (c) The balance of 15 days shall be taken by mutual agreement. These 15 days will normally be taken in units of 5 or more days together.
- (d) Holiday dates should be settled between the employer and individual employees as far in advance as possible to enable both sides to make necessary arrangements. Employees who join a contract after the dates have been settled are to be informed of the holiday arrangements on joining. An objective throughout shall be to retain a properly balanced workforce, thus maintaining maximum productivity.
- (e) Regulation 15 of the Working Time Regulations 1998 is hereby excluded.

**A4.4 PAYMENT FOR WORK DONE ON ANNUAL HOLIDAYS**

Work done on days designated as annual holiday will not be subject to overtime payment.

**A4.5 ATTENDANCE BEFORE AND AFTER PUBLIC HOLIDAYS****(a) The requirement**

Subject to an allowance for travelling time in the case of travelling employees, individuals are required to work the full normal hours of the working days immediately preceding and following a public holiday.

Any employee who leaves site early without permission or returns late after the required time will be dealt with in accordance with the employer's disciplinary procedure for lateness and absenteeism and will be subject to warning, final warning, dismissal, suspension or transfer, as appropriate.

**(b) Employees absent on authorised leave or through sickness**

Employees absent on authorised leave, or through sickness or accident certified to the satisfaction of the employer, on days immediately preceding or following a public holiday shall be paid in accordance with NAECI 10.3 for each day of public holiday concerned. No employee shall receive both sick pay and holiday pay for the same period.

**A4.6 PAYMENT FOR WORK DONE ON PUBLIC HOLIDAYS**

Payment will be made at Overtime Rate B for all hours worked on the 8 public holidays. These days will be computed from midnight to midnight. In addition a day off in lieu will be taken at a convenient later date and paid in accordance with NAECI 10.3.

**A4.7 TERMINATION OF EMPLOYMENT****(a) Compensation payment to the employee/employer**

On termination of employment, an employee shall be entitled to receive a payment in accordance with NAECI 10.3 for each day, or fraction of a day, of annual holiday entitlement not taken, calculated as follows (subject to NAECI A4.8 and A4.9):

$$C = (D \div 52) \times 25 - E$$

Where: C is the number of days of annual holiday entitlement not taken;

D is the number of complete weeks of employment in the Leave Year;

E is the number of days of annual holiday taken by the employee prior to termination of employment.

No rounding down or rounding up is to be done in respect of fractions of a day.

Where the employee has taken more days of annual holiday than his/her entitlement, the employee may be required, on termination of employment to compensate the employer for the balance by means of deduction of the excess amount paid from final earnings.

**(b) Additional public holiday payment**

A maximum of 2 public holidays falling within a period of 14 days following termination of employment for redundancy will be paid in accordance with NAECI 10.3 to those employees with more than 3 months' continuous service.

For this purpose the period of 14 days will commence on the day of termination of employment or the last day of a period of statutory notice for which payment in lieu of notice has been made.

Public holidays which fall within a period of payment in lieu of statutory notice will not be paid.

**A4.8 4-DAY WORKING**

Where, in accordance with NAECI 10.1(b)(ii), an employee's full annual holiday entitlement consists of 20 days, the following figures shall be substituted for those appearing above:

(a) 20 to be substituted for 25 in NAECI A4.2, A4.3 and A4.7

(b) 4 to be substituted for 5, and 12 to be substituted for 15, in NAECI A4.3.

**A4.9 THE 9-DAY FORTNIGHT, ETC.**

Where, in accordance with NAECI 10.1(b), an employee's full annual holiday entitlement is expressed as 190 hours, the following figures shall be substituted for those appearing above:

(a) 190 hours to be substituted for 25 days in NAECI A4.2, A4.3 and A4.7(a)

(b) Other references to 'days' in NAECI A4.3 to be converted into hours, applying the principle set out in the second sentence of NAECI 10.3(c)(ii).

(c) 'Hours' to be substituted for other references to 'days' in NAECI A4.7(a).

**A5. Pension And Welfare Benefits (NAECI 11)****ECI STAKEHOLDER SCHEME (NAECI 11.1)****A5.1 CONTRIBUTIONS****(a) Starting deductions/contributions**

Once an employee has supplied the employer with his/ her policy number, the employer shall start making deductions and (where applicable)

payments of the fixed employer contribution in the pay week immediately following the pay week in which the policy number was supplied.

(b) Employer and employee payments

The employee shall specify the weekly amount of employee pension contribution that he/ she wants the employer to deduct from wages (net after tax).

Where this amount is equal to or greater than the applicable minimum employee contribution prescribed in NAECI A12.7(a), the employer shall also contribute to the individual's fund by making a fixed weekly contribution as prescribed in NAECI A12.7(a).

The employer shall forward all contributions to Scottish Widows at monthly or, where agreed, 4-weekly intervals. Scottish Widows shall then recover basic rate tax in respect of the employee contribution and add this to the employee's fund.

(c) Part-time employees

Where an individual is employed on a part-time basis in accordance with NAECI 7.1(e), the minimum employee and fixed employer contributions specified in (b) above shall both be reduced pro rata.

(d) Contributions to more than one scheme

Where a member of the ECI Stakeholder Scheme also belongs to another pension arrangement to which his/ her employer is currently contributing, the employer shall be entitled to set such contributions off against any obligation to pay the fixed employer contribution in accordance with (b) above.

(e) Industrial action and unauthorised absence

The employer shall continue to make deductions where an employee does not work properly for all or part of a pay week because of industrial action and/or absence without due authorisation, provided that sufficient wages are available for this purpose. However, in such circumstances, the employer shall be entitled to withhold the whole of the fixed employer contribution relating to that pay week.

(f) Termination of employment

The employer's obligation to make deductions and (where applicable) the fixed employer contribution continues during an employee's notice period (or any period covered by a payment in lieu of notice), but shall cease on termination of employment.

Members of the ECI Stakeholder Scheme may be permitted to continue making payments on their own behalf directly to Scottish Widows during periods of unemployment or non-qualifying employment. For further information contact Scottish Widows (see NAECI A5.3 below).

### A5.2 COMPLAINTS

Employees' pension related complaints should be made through the grievance/ disputes provisions of NAECI 14 and A7 where they concern an allegation either that:

- The employer has failed to make membership of the ECI Stakeholder Scheme available to all employees in accordance with NAECI 11.1, or that.
- The employer has failed to make deductions and (where applicable) payments of the fixed employer contribution, or to forward contributions to Scottish Widows, in accordance with NAECI A5.1.

All other complaints (including those relating to Scottish Widows' management of the scheme or of an individual's fund) must be made through the Scottish Widows complaints procedure by contacting the Corporate Pensions Administration Manager via the ECI Stakeholder helpline (see NAECI A5.3).

### A5.3 FURTHER INFORMATION

Employees seeking further information about joining the ECI Stakeholder Scheme should first request a Scottish Widows employee pack from their employer. Information and assistance for existing and potential scheme members is also available from Scottish Widows on its dedicated ECI Stakeholder helpline Tel: 0845 600 3242, or by contacting:

Scottish Widows plc  
69 Morrison Street  
Edinburgh  
EH3 8YF  
Fax: 0131 655 5300

Full details of the rules governing the ECI Stakeholder Scheme are contained in the latest editions of the 'Engineering Construction Industry Stakeholder Pension Scheme Regulations' and the 'Rules of the Scottish Widows Stakeholder Pension Plan', copies of which should be made available to employees by their employer on request.

## **A6. Marking The Death Of A Work Colleague (NAECI 12)**

### **A6.1 OBJECTIVE**

The objective of the following provisions is to accommodate more effectively employees' genuine desire to pay tribute to a current work colleague who has died, and at the same time avoid the unnecessary disruption of work - and damage to the reputation of the UK industry and workforce - inflicted by unauthorised and disorderly 'sympathy' stoppages on some sites in the past.

### **A6.2 DEATH ON SITE**

Employees in the immediate vicinity of a death on site will be distressed and may be granted permission to leave the site for the remainder of that shift without loss of pay, allowances or privileges.

The rest of the workforce should remain at work. Employees may take the opportunity to pay tribute to a deceased colleague subsequently in accordance with NAECI A6.4, A6.5 and A6.7 below.

### **A6.3 DEATH OFF SITE**

There shall be no unauthorised stoppage of work arising from the death off site of a current site employee. However, employees may take the opportunity to pay tribute to a deceased colleague subsequently, in accordance with NAECI A6.4, A6.5 and A6.7 below.

### **A6.4 FORMAL MARKS OF RESPECT**

In the event of the death (on site or off site) of a current site employee, arrangements for any subsequent, formal mark of respect by the deceased person's colleagues shall be discussed and agreed in advance with the site management of the company concerned. The client's management shall also be consulted. Where there is a desire to involve site employees from other companies in any mark of respect, the arrangements shall be discussed and agreed in advance with the site managements of each of those companies as well.

Such marks of respect shall be appropriate and proportionate - e.g. 2 minutes' silence - and shall be scheduled to avoid any unnecessary disruption to production.

Provided the above arrangements are complied with, no loss of pay, benefits or allowances shall result from participation in a formal, coordinated mark of respect agreed in accordance with this Section.

### **A6.5 ATTENDING THE FUNERAL**

Following the death (on site or off site) of a current site employee, the deceased person's employer will permit a limited number of representatives

of the company's employees to attend the funeral of their colleague. Where this is agreed, there will be no loss of allowances and the basic rate of pay will also be maintained for the normal working hours spent attending the funeral.

### **A6.6 WELFARE BENEFITS**

The dependants of the deceased will receive, as appropriate, the benefits on death by any cause and in event of occupational fatal accident, in accordance with NAECI A12.7(b).

The industry's employers have made a commitment to continue to enhance the value of these benefits over time, provided the industry's workforce demonstrates compliance with the requirements of the present Section.

### **A6.7 COLLECTIONS**

If employees wish, in addition, to make donations to a fund for the dependants of a colleague who has died, the employer of the deceased person will provide facilities to assist in the collection and safe keeping of such donations.

### **A6.8 FUNERAL OF A FORMER COLLEAGUE**

Although the death of a former colleague ( i.e. someone no longer employed at the particular site at the time of his/ her death) can be upsetting for those who were especially close to that person, this is essentially a private matter for the individuals concerned. Nevertheless, employers should respond sensitively and sympathetically to any reasonable request for holiday or unpaid leave of absence made by an employee who wishes to attend a funeral in such circumstances.

### **A6.9 NJC MONITORING**

The NJC shall monitor the operation of these provisions, including any instances of non-compliance. These shall be summarised in an annual report, the findings of which shall be taken into account for the purposes of NAECI A6.6 above.

## **A7. External Resolution Of Grievances/Disputes (Stages 2-4) (NAECI 14)**

### **A7.1 STAGE 2: SITE MEETING**

(a) Conduct of the Site Meeting  
If a matter is not resolved at Stage 1 (see NAECI 14.4) either party may refer it to the local full time officer(s) of the signatory trades union(s) concerned, who will then visit the site to try to resolve the issues with the senior management representatives of the employer on site. The ECIA

Regional Employment Relations Executive has a right to be present at such meetings to represent his/ her member company. The meeting shall take place within 5 working days of the reference to the local full time officer(s), or as otherwise mutually agreed. A written record of the proceedings and outcome shall be made and agreed between the parties.

(b) Collective issues and questions of interpretation

When, on a Major New Construction Project or Long Term Repair and Maintenance Site in receipt of additional employment relations support under NAECI 20, the matter at issue has serious implications for other employees and trades unions, or involves an interpretation of the NAECI, SPA or a Long Term Repair and Maintenance Agreement, the function of Stage 2 is confined to collecting and recording the facts and the matter is to be referred as appropriate to the PJC or Local Forum.

(c) Next stage of procedure

If settlement is not reached at Stage 2 and it is desired by either party to pursue the case further, the next stage of procedure shall be:

(i) For Major New Construction Projects and Long Term Repair and Maintenance Sites receiving additional employment relations support under NAECI 20: the local signatory employers and trades unions will agree whether provision for a Stage 3 reference is appropriate for the project or site. Any such agreement must be made prior to the employment of labour or the coming into effect of any SPA, or Long Term Repair and Maintenance Agreement and is subject to NJC approval.

(ii) In all other cases: an NJC Adjudication Panel (Stage 4).

Note: Separate provisions apply in the event of a failure to agree at Stage 2 in relation to dismissal appeal cases (see further NAECI A10.1).

#### **A7.2 STAGE 3: REFERENCE TO PJC/LOCAL FORUM**

(a) PJC/ Local Forum/Panel Meeting

Failing settlement at Stage 2, any unresolved matters on a Major New Construction Project or Long Term Repair and Maintenance Site receiving additional employment relations support under NAECI 20 may be referred to the PJC or Local Forum. A meeting of the PJC or Local Forum, or any panel which it may appoint to deal with matters arising, shall be held within 5 working days of the completion of Stage 2 or as otherwise mutually agreed. Representatives of the NJC and signatory employers' associations have the right to attend all Stage 3 meetings.

(b) Publication of decision

A decision will be reached on the matters at issue and an agreed Joint Bulletin prepared setting out the findings of the PJC, Local Forum or

Panel which will be sent to site for distribution to shop stewards and employers, and copies will be posted on site notice boards.

(c) NJC practice directions/ guidance

From time to time, the NJC Executive Committee may issue further practice directions and/or guidance for parties to disputes and PJC/ Local Forum members in order to help ensure the most effective conduct of Stage 3 proceedings (see further NAECI A7.3(b) below).

#### **A7.3 STAGE 4: NJC ADJUDICATION PANEL**

Failing settlement at the appropriate preceding stage (i.e. Stage 2 or Stage 3) the National Office of the relevant signatory trades union or employers' association may pursue the matter further by referring it for a final hearing and decision at Stage 4, the NJC Adjudication Panel or, if appropriate, by the NJC Executive Committee (as the Executive Committee may decide).

(a) Outline of Stage 4 procedure

(i) The NJC Adjudication Panel will include an equal number of trades union and employer members.

(ii) Panel hearings may be held in London or at a location closer to the site, depending on the preferences expressed by the parties and the availability of Panel members.

(iii) After hearing the presentation of the case and such evidence as it may require, the Panel will make a decision (Finding) on all matters referred from the preceding stage of the procedure. The Finding will be final and binding on both parties and there will be no right of further appeal.

(iv) Every effort shall be made to reach a unanimous decision. If this proves impossible then the Panel may reach a Finding supported by a majority of votes.

(v) In the event of a failure to arrive at a decision the matter shall be referred to the NJC Executive Committee for consideration at its next meeting.

(vi) On any question which is considered by the Panel to raise issues concerning the interpretation of the NAECI or to be of fundamental importance to the engineering construction industry, the Panel has the right to bring the matter before the NJC Executive Committee before promulgating its decision.

(vii) Decisions of the Panel will normally be implemented with immediate effect. In the event that either party has practical difficulties in

implementation they should seek the agreement of the Panel to the time frame in which the decision will be implemented.

(b) NJC practice directions

The NJC Executive Committee shall issue further practice directions on the submission of a reference to Stage 4 and the conduct of Adjudication Panel hearings. Copies of these shall be available on request from the NJC office.

A key objective for the NJC Executive Committee in preparing these directions (and those in relation to Stage 3 above) shall be to ensure that grievances/ disputes are resolved or moved up to the next stage as speedily as possible.

(c) Training

The NJC shall ensure that panel members and trades union/employer association officials who are required to represent employees/ employers at Panel hearings are competent to perform their respective roles.

As part of this process, the NJC shall develop a systematic and extensive induction/ training programme for Panel members and representatives.

#### A7.4 EMPLOYER REFERENCES

Where an employer has exhausted the opportunity for resolving an issue domestically (cf. NAECI 14.3 and 14.4), it may refer that issue to Stage 2 in accordance with NAECI 14.5. Stage 2 and the subsequent stages will then operate in accordance with NAECI A7.1 to A7.3 above.

## A8. Warnings

### A8.1 DISCIPLINARY MEETING

Where early management intervention under NAECI 15.2 has not succeeded in resolving a potential disciplinary issue, or in more serious cases of poor performance, absenteeism/ lateness or misconduct (other than gross misconduct), the appropriate designated manager shall start formal disciplinary proceedings by:

- (i) Providing the employee with a written statement of the complaint against him/her;
- (ii) Inviting the employee to a disciplinary meeting where he/ she will have an opportunity to give an explanation and comment on the matters in question; and
- (iii) Advising the employee of his/her right to be accompanied at that meeting (see further NAECI A8.3).

### A8.2 DISCIPLINARY ACTION

Depending on the outcome of the meeting some form of disciplinary action may be taken as follows:

(a) Recorded verbal warning

Unless the infringement is regarded as more serious (see (b) below) the employee should normally receive a recorded verbal warning, copied to the employee, giving details of the complaint, the improvement or change in behaviour required, the timescale allowed for this and the domestic right of appeal (see further NAECI 10.1(d)). The warning should also inform the employee that a final written warning may be considered if there is no sustained satisfactory improvement or change. A copy of the warning should be kept on file but should be disregarded for disciplinary purposes after a specified period, which is normally 6 months.

(b) Final written warning

Where during the currency of a prior warning there is a failure to improve or change behaviour or the employee commits another infringement, or alternatively where a first infringement is sufficiently serious, the employee should normally be given a final written warning after the disciplinary meeting. This should give details of the complaint, warn the employee that failure to improve or modify behaviour may lead to dismissal or some other action short of dismissal and refer to the domestic right of appeal (see further NAECI 10.1(d) below). The final written warning should normally be disregarded for disciplinary purposes after a specified period, which is normally 12 months.

(c) Dismissal with notice or other sanctions

If during the currency of a prior warning the employee's performance, attendance or conduct still fails to improve or the employee commits another infringement, the final step after a disciplinary meeting shall be dismissal with notice, or alternatively disciplinary transfer or disciplinary suspension without pay.

The decision to dismiss should be taken only by the appropriate designated manager and the employee should be informed as soon as reasonably practicable of the reasons for the dismissal, the date on which employment will terminate, the appropriate period of notice and information on the right of appeal, including how to make an appeal and to whom (see further NAECI A10.1(a)).

Where, alternatively, the appropriate designated manager decides not to dismiss on this occasion, he/ she may impose a lesser penalty of

disciplinary transfer or disciplinary suspension without pay. The employee should be informed as soon as reasonably practicable of the details of this alternative penalty and/or warning (including the duration of the warning, which is normally 18 months) and information on the domestic right of appeal, including how to make an appeal and to whom (see further NAECI 10.1(d)).

All these matters should be confirmed to the employee in writing.

### **A8.3 RIGHT OF ACCOMPANIMENT**

All employees required to attend a disciplinary meeting are entitled to be accompanied by an accredited trades union official or fellow employee.

## **A9. Gross Misconduct**

### **A9.1 EXAMPLES OF GROSS MISCONDUCT**

The following are examples of conduct typically falling within the definition of gross misconduct and which might entitle the employer to dismiss summarily without notice:

- Stealing.
- Assault or threatening behaviour.
- Wilful or reckless damage to property.
- Coming to work while under the influence of drugs or alcohol, and/or the introduction, possession or use of illegal drugs or alcohol at the workplace.
- Wilful or reckless non-compliance with safety legislation and company/site safety rules.
- Wilful falsification of records, including (where applicable) time sheets, clock cards, application forms or bonus calculation records.
- Wilful neglect of work (e.g. sleeping during working hours).
- Undertaking private work during working hours.
- Leaving work without permission and (where applicable) without clocking out.
- Clocking any other employee's card.
- Reckless or grossly inferior work.
- Refusal to carry out a reasonable working instruction.
- Wilful misuse of the property of either the employer or the client.
- Deliberate release of confidential information on processes, patents, company inventions etc. to unauthorised persons.

### **A9.2 OTHER POSSIBLE INSTANCES OF GROSS MISCONDUCT**

The above list is not exhaustive. It illustrates the type of conduct that normally merits dismissal for a first offence. Other types of offence – such

as bullying, harassment, indecent language or behaviour, deliberate unlawful discrimination, or misuse of the employer's e-mail, internet, computers, fax or telephones – may be treated as gross misconduct, depending on the seriousness of the particular facts.

### **A9.3 DISCIPLINARY MEETING**

If, following an investigation in accordance with NAECI 15.4(b), the appropriate designated manager decides to continue proceedings in relation to the allegation of gross misconduct, the manager shall start formal disciplinary proceedings by:

- (i) Providing the employee with a written statement of the complaint against him/ her;
- (ii) Inviting the employee to a meeting where he/ she will have an opportunity to give an explanation and comment on the matters in question; and
- (iii) Advising the employee of his/ her right to be accompanied at that meeting (see further NAECI A9.5).

### **A9.4 SUMMARY DISMISSAL OR OTHER SANCTIONS**

If after completion of the disciplinary meeting the appropriate designated manager finds that the employee did commit an act of gross misconduct, he/she may proceed to dismiss the employee summarily without notice. The employee should be informed as soon as reasonably practicable of the reasons for the dismissal, the date on which employment terminates and information on the right of appeal, including how to make an appeal and to whom (see further NAECI 10.1(a) below).

Where, alternatively, the appropriate designated manager decides not to dismiss an employee summarily following a finding of a gross misconduct, he/she may impose a lesser penalty of disciplinary transfer or disciplinary suspension without pay and/or issue a final written warning, as appropriate. The employee should be informed as soon as reasonably practicable of the details of this alternative penalty and/or warning (including the duration of the warning, which is normally 18 months) and information on the domestic right of appeal, including how to make an appeal and to whom (see further NAECI 10.1(d) below).

These matters should be confirmed to the employee in writing.

### **A9.5 RIGHT OF ACCOMPANIMENT**

All employees required to attend a disciplinary meeting are entitled to be accompanied by an accredited trades union official or fellow employee.

## A10. Appeals Against Dismissal

### A10.1 DOMESTIC/EXTERNAL APPEALS

- (a) Disciplinary dismissals (excluding probationary period)  
 Subject to (c) below, where an employee is either dismissed on notice for misconduct under NAECI 8.2(c) or dismissed summarily without notice for gross misconduct under NAECI A9.4, his/ her right to appeal against dismissal shall be determined as follows:
- (i) Domestic appeal and/or Stage 2  
 The employer's disciplinary procedure may provide either for a domestic appeal meeting prior to Stage 2, or for the matter to proceed straight to Stage 2 (see further NAECI A7.1(a)).
- (ii) NJC Dismissal Arbitration Panel  
 In the event of a failure to agree at Stage 2, an application may be submitted to an NJC Dismissal Arbitration Panel under NAECI A10.2 as the final, binding stage of appeal. Where an individual is also eligible to submit an employment tribunal application in relation to the same matter, he/ she shall have the option of applying either to the tribunal or to an NJC Dismissal Arbitration Panel, but not to both.
- (b) Redundancy dismissals
- (i) Matrix selection: domestic appeal and Stage 2  
 Where selection for redundancy is based on individual employees' performance against a matrix of factors, the employer shall make a domestic appeal meeting available to any individual who wishes to challenge his/ her selection for redundancy (NAECI 16.4(f)(ii) refers). If this meeting fails to resolve matters, the issue may then be referred to Stage 2 (see further NAECI A7.1(a)).
- (ii) Non-matrix selection: domestic appeal and/or Stage 2  
 Where a matrix is not used (e.g. in those cases where length of service is the only practicable basis for differentiating between individuals (see NAECI 16.4(e)(ii))), the employer's procedure may provide either for a domestic appeal meeting prior to Stage 2, or for the issue to proceed straight to Stage 2.
- (iii) NJC Dismissal Arbitration Panel  
 In the event of a failure to agree at Stage 2 under either (i) or (ii) above, an application may be submitted to an NJC Dismissal Arbitration Panel under NAECI A10.2 as the final, binding stage of appeal. Where an individual is also eligible to submit an employment

tribunal application in relation to the same matter, he/ she shall have the option of applying either to the tribunal or to an NJC Dismissal Arbitration Panel, but not to both.

- (c) Disciplinary dismissals during the probationary period  
 Any appeal against dismissal during the probationary period shall be exercised solely through the applicable domestic appeal provisions of the employer's disciplinary procedure (NAECI 5.7(c) refers).
- (d) Disciplinary action short of dismissal  
 Any appeal against disciplinary action short of dismissal (i.e. disciplinary transfer, disciplinary suspension and/or warning) shall be exercised solely through the domestic appeal provisions of the employer's disciplinary procedure.

### A10.2 NJC DISMISSAL ARBITRATION PANEL

- (a) Application to an Arbitration Panel  
 The local full time officer of the signatory trades union will inform the employer, within 5 working days of the failure to agree at Stage 2, whether he/ she wishes to apply to an NJC Dismissal Arbitration Panel or to withdraw the claim. If the local full time officer decides to proceed, he/ she is to apply to the NJC office for an Arbitration Panel to be convened to hear the application at the earliest opportunity.  
 The application shall include a concise written statement of the grounds for challenging the dismissal and the main facts/ evidence relied upon.
- (b) Outline of Arbitration Panel procedure
- (i) The NJC Dismissal Arbitration Panel will include an equal number of trades union and employer members.
- (ii) Every attempt will be made to ensure that the Panel hearing is held as close to the site and/or the appellant employee's home as possible, subject to the preferences expressed by the parties themselves and the availability of Panel members.
- (iii) The Panel's decision to dismiss or uphold the application shall be based on its assessment of all the relevant circumstances.  
 The Panel's decision (which shall be binding on both parties) shall be delivered at the end of the hearing and confirmed in writing. Where an application is upheld, it shall be for the Panel to determine which remedy (or remedies) should be applied, taking into account all the relevant circumstances, including any representations made by the parties.

- (iv) Every effort shall be made to reach a unanimous decision. If this proves impossible then the Panel may reach a decision supported by a majority of votes.
- (v) A Panel has discretion to direct whether or not reasonable travel expenses incurred by the appellant employee in attending a hearing are to be reimbursed by the employer.
- (c) NJC practice direction
 

The NJC Executive Committee shall issue a further practice direction on appeals to Stage 2 and/or an NJC Dismissal Arbitration Panel and the conduct of Panel hearings. Copies of this shall be available on request from the NJC office.

A key objective for the NJC Executive Committee in developing this practice direction shall be to ensure that the NAECI is regarded by all industry stakeholders as providing a transparent, fair, consistent and efficient process for resolving disputes relating to disciplinary/ redundancy dismissals.
- (d) Training
 

The NJC shall ensure that panel members and trades union/ employer association officials who are required to represent employees/ employers at Panel hearings are competent to perform their respective roles. As part of this process, the NJC shall develop a systematic and extensive induction/ training programme for Panel members and representatives.
- (e) NJC monitoring and review
 

The NJC Executive Committee shall closely monitor the implementation of the above provisions. In particular it shall have regard to whether the NJC Dismissal Arbitration Panel procedure is fulfilling the objectives described in (c) above. In the event that these objectives are not being fulfilled, and further adjustments to the Panel procedure are unlikely to prove sufficient, the NJC Executive Committee may replace the Panel procedure during the lifetime of the present 3-year (2007-2010) settlement with a system of arbitration by a single, independent arbitrator.

#### **A10.3 RIGHT OF ACCOMPANIMENT**

All employees required to attend a dismissal appeal meeting (whether at domestic level, Stage 2 or an NJC Dismissal Arbitration Panel) are entitled to be accompanied by an accredited trades union official or fellow employee.

#### **A10.4 STATUTORY PROCEDURES**

Observance of the requirements of Stage 2 and/or NJC Dismissal Arbitration Panel procedure is deemed to constitute compliance with the appeals stage (i.e. 'Step 3') of the 'standard' statutory disciplinary and dismissal procedure [Employment Act 2002 (Dispute Resolution) Regulations 2004, Regs. 5(2) and (3)].

Where an employee opts, in accordance with (a)(ii) or b(iii) above, to apply to an employment tribunal instead of an NJC Dismissal Arbitration Panel, the NAECI dismissal appeals procedure shall be regarded as exhausted at the time of a failure to agree at Stage 2.

### **A11. Application of NAECI Terms and Conditions to Salaried Employees (NAECI 17)**

#### **A11.1 GENERAL PRINCIPLE**

All NAECI terms and conditions shall continue to apply in full to employees who have accepted an offer of salaried status in accordance with NAECI 17, except where varied under the terms of the employer's salaried status scheme in accordance with NAECI A11.2 to A11.5 below.

#### **A11.2 BASE SALARY**

- (a) Salary figures
 

The base salary payable must be fully consistent with the applicable NAECI National Guaranteed hourly rates. Salary figures derived from the equivalent annual, monthly, 4-weekly, fortnightly and weekly values of these rates for basic working hours, along with the hourly values of supplements payable for shift working and/or Categorised Work are set out in NAECI A12.9 (to be issued in a future NJC Communique - see [www.njeci.org.uk](http://www.njeci.org.uk) for details).
- (b) Payment of salary
 

The applicable salary shall be paid to the employee in equal installments weekly, fortnightly, 4-weekly or monthly (as specified in the terms of the scheme), except where:

  - (i) Part-time employment is arranged in accordance with NAECI 7.1(e), or agreed short time is worked as an alternative to redundancy in accordance with NAECI 8.1(c)(ii).
  - (ii) The NAECI guarantee provisions are suspended in accordance with NAECI 8.1(e).
  - (iii) The employee is absent from work owing to sickness (in which case see the provisions of NAECI A11.4(b), below).

- (iv) The employee is absent from work owing to strike or similar industrial action, an unauthorised 'sympathy' stoppage, or otherwise without permission. For these purposes, a salaried employee shall be treated in the same way as an hourly paid employee, with a proportionate deduction being made from a subsequent salary payment in respect of the total number of normal working hours lost.
- (v) Specific company and/or statutory payment provisions exist covering matters not regulated by the NAECI - for example, parental leave, maternity leave and adoption leave.

#### **A11.3 RADIUS ALLOWANCE AND RELATED PAYMENTS**

The employer's salaried status scheme shall specify whether salaried employees shall remain entitled to radius allowance and related payments under NAECI 9.1 and 9.3(c)(ii), and if not what alternative or compensatory arrangements shall be made.

#### **A11.4 INDIRECT/DEFERRED EMPLOYEE BENEFITS**

- (a) Pension arrangements
 

The employer's salaried status scheme shall provide either that salaried employees shall continue to have access to the ECI Stakeholder Scheme in accordance with NAECI 11.1, or that they shall be offered membership of a pension scheme nominated by their employer which provides benefits at least as favourable as those available under the ECI Stakeholder Scheme (see NAECI A12.7(a)).
- (b) Welfare benefits
 

The scheme shall make provision for welfare benefits for salaried employees that are at least as favourable as those set out in NAECI A12.7(b).
- (c) Statutory notice
 

The scheme may require the employer and/or the salaried employee to provide longer notice of termination of employment than the minimum statutory notice periods set out in NAECI 16.2.
- (d) Redundancy payments
 

The scheme shall make provision for redundancy payments for salaried employees that are at least as favourable as those set out in NAECI 16.5.

#### **A11.5 GRIEVANCES/DISPUTES**

Grievances or disputes involving salaried employees shall be dealt with under:

- (a) The company's domestic grievance procedure, where the grievance/ dispute relates to a particular provision of the employer's salaried status scheme developed in accordance with NAECI 17 and A11;
- (b) NAECI 14 and A7 where the grievance/ dispute relates to NAECI terms and conditions.

Where there is genuine doubt or disagreement about whether a particular matter falls within (a) or (b) above, this issue may be referred to a Stage 2 Site Meeting for resolution (see further NAECI A7.1(a)).

Any issue that arises concerning the interpretation or application of any provision of NAECI 17 or A11 shall be dealt with under NAECI 14 and A7.

#### **A11.6 GUIDANCE**

From time to time, the NJC may publish further directions or guidance on the implementation and operation of employers' salaried status schemes.

## A12. Schedule of Rates and Allowances

### A12.1 CONDITIONS OF THE 2007-2010 SETTLEMENT

It is a condition of the 2007-2010 NAECI settlement that there will be no further improvements in the rates, benefits or any other terms and conditions of the NAECI beyond those agreed in this settlement prior to Monday 4 January 2010.

### A12.2 NATIONAL GUARANTEED RATES OF PAY (NAECI 6.2) (FORMERLY CATEGORY 4)

(a) For graded employees (NAECI A1.2)

From Monday 4 June 2007 to Sunday 27 January 2008

| NATIONAL GUARANTEED RATES | Grade 1 |           | Grade 2 |           | Grade 3 |           |
|---------------------------|---------|-----------|---------|-----------|---------|-----------|
|                           | Adult   | 16/17 yrs | Adult   | 16/17 yrs | Adult   | 16/17 yrs |
| Basic rate/ day work      | £7.10   | £5.51     | £8.14   | £6.26     | £9.23   | £7.10     |
| Night shift               | £9.00   | £6.97     | £10.31  | £7.94     | £11.68  | £9.00     |
| Afternoon shift           | £8.38   | £6.49     | £9.62   | £7.39     | £10.88  | £8.38     |
| Double day shift          |         |           |         |           |         |           |
| Mornings                  | £8.25   | £6.39     | £9.47   | £7.28     | £10.70  | £8.25     |
| Afternoons                | £8.81   | £6.82     | £10.11  | £7.78     | £11.44  | £8.81     |
| 3 shifts                  |         |           |         |           |         |           |
| 5 days                    | £8.70   | £6.74     | £9.97   | £7.67     | £11.30  | £8.70     |
| 7 days                    | £8.81   | £6.82     | £10.11  | £7.78     | £11.44  | £8.81     |
| Rolling shifts            |         |           |         |           |         |           |
| Days                      | £8.53   | £6.60     | £9.79   | £7.53     | £11.07  | £8.53     |
| Nights                    | £9.36   | £7.28     | £10.76  | £8.28     | £12.17  | £9.36     |
| Overtime                  |         |           |         |           |         |           |
| Rate 'A'                  | £9.95   | £7.70     | £11.40  | £8.77     | £12.91  | £9.95     |
| Rate 'B'                  | £12.78  | £9.90     | £14.66  | £11.29    | £16.60  | £12.78    |

| NATIONAL GUARANTEED RATES (cont') | Grade 4 | Grade 5 | Grade 6 |
|-----------------------------------|---------|---------|---------|
| Basic rate/ day work              | £10.82  | £11.35  | £11.87  |
| Night shift                       | £13.71  | £14.38  | £15.04  |
| Afternoon shift                   | £12.77  | £13.38  | £14.02  |
| Double day shift                  |         |         |         |
| Mornings                          | £12.55  | £13.16  | £13.79  |
| Afternoons                        | £13.44  | £14.08  | £14.73  |
| 3 shifts                          |         |         |         |
| 5 days                            | £13.25  | £13.89  | £14.54  |
| 7 days                            | £13.44  | £14.08  | £14.73  |
| Rolling shifts                    |         |         |         |
| Days                              | £12.99  | £13.61  | £14.26  |
| Nights                            | £14.28  | £14.99  | £15.69  |
| Overtime                          |         |         |         |
| Rate 'A'                          | £15.15  | £15.88  | £16.63  |
| Rate 'B'                          | £19.48  | £20.42  | £21.38  |

(b) For non-ECITB apprentices (NAECI A1.5(a))

- (i) The following rates apply to non-ECITB apprentices (i.e. apprentices trained under bona fide company training schemes to ECITB Apprenticeship Scheme standards).
- (ii) Under the terms of a one year arrangement taking effect from 1 September 2006, apprentices directly employed by contractors on in-scope work under the ECITB Apprenticeship Scheme (in accordance with grant option 2) are entitled to receive the 2nd year rates set out in the table below on completing their period in a training centre and moving to site. Full details of this one year arrangement are contained in NJC Communiqué No.5 of 2006.
- (iii) Details of the following will be set out in a future NJC Communiqué (see [www.njceci.org.uk](http://www.njceci.org.uk) for details):
  - Rates applicable to individuals directly employed by contractors on in-scope work under the ECITB Apprenticeship Scheme (grant options 1, 2 and 3), following the end of the one year arrangement referred to in (ii) above; and
  - Rates applicable to non-ECITB apprentices, from Monday 28 January 2008.<sup>1</sup>

From Monday 4 June 2007 to Sunday 27 January 2008

| <b>NATIONAL GUARANTEED RATES</b> | <b>1st Year</b> | <b>2nd Year</b> | <b>3rd Year</b> | <b>4th Year</b> |
|----------------------------------|-----------------|-----------------|-----------------|-----------------|
| Basic rate/ day work             | £4.98           | £6.46           | £7.97           | £9.31           |
| Night shift                      | £6.30           | £8.17           | £10.09          | £11.80          |
| Afternoon shift                  | £5.87           | £7.62           | £9.39           | £11.00          |
| Double day shift                 |                 |                 |                 |                 |
| Mornings                         | £5.77           | £7.50           | £9.24           | £10.81          |
| Afternoons                       | £6.18           | £8.01           | £9.87           | £11.55          |
| 3 shifts                         |                 |                 |                 |                 |
| 5 days                           | £6.10           | £7.91           | £9.76           | £11.39          |
| 7 days                           | £6.18           | £8.01           | £9.87           | £11.55          |
| Rolling shifts                   |                 |                 |                 |                 |
| Days                             | £5.97           | £7.75           | £9.55           | £11.18          |
| Nights                           | £6.56           | £8.53           | £10.51          | £12.30          |
| Overtime                         |                 |                 |                 |                 |
| Rate 'A'                         | £6.97           | £9.04           | £11.15          | £13.04          |
| Rate 'B'                         | £8.96           | £11.62          | £14.33          | £16.77          |

(c) Incentive bonus arrangements (National Guaranteed Rates only) (NAECI 6.3)

- (i) The following provisions must be read in conjunction with NAECI 6.3.
- (ii) Subject to (iii)-(vi) below, the amounts payable under any incentive bonus arrangement established in accordance with NAECI 6.3 are to be determined locally.
- (iii) The maximum amount payable under such an arrangement shall not exceed £2.20 per hour worked (and pro rata for all other employees as set out in (iv)-(vi) below).
- (iv) Grades 4, 5 & 6: 100% of locally determined payment  
 Grade 3 (Adult): 80% of Grades 4, 5 and 6  
 Grade 2 (Adult): 70% of Grades 4, 5 and 6  
 Grade 1 (Adult): 60% of Grades 4, 5 and 6

- (v) 16 and 17 year olds are to be paid 75% of the incentive bonus payment applicable to their grade.
- (vi) Non-ECITB apprentices employed under the NAECI may be paid in the 3rd year of apprenticeship up to 25% of the incentive bonus payment applicable to Grade 4 Craft employees and in the 4th year up to 50%.

### A12.3 PROFICIENCY PAYMENTS FOR WELDING (NAECI 6.4)

From Monday 4 June 2007 to Sunday 27 January 2008

| <b>CATEGORY A</b>                                                                         |                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Materials to be welded</b>                                                             | Any material in category B, C or D                                                                                                                                                                |
| <b>Nature of work</b>                                                                     | Manual, semi-automatic or stud welding of non-pressure parts: e.g. casings or structural work.                                                                                                    |
| <b>Qualifying weld tests to be completed by each skilled employee and approved to:</b>    | The satisfaction of the employer within the appropriate design and safety standards, but where the work does not require a test to be passed in accordance with BS EN 287/ ASME IX or equivalent. |
| <b>Proficiency payments in addition to the skilled basic rate in A12.2(a) or A12.8(a)</b> | None.                                                                                                                                                                                             |

| <b>CATEGORY B</b>                                                                         |                                                                      |
|-------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <b>Materials to be welded</b>                                                             | Carbon steel                                                         |
| <b>Nature of work</b>                                                                     | Welding of pressure parts, tubes, pipes, vessels or structural work. |
| <b>Qualifying weld tests to be completed by each skilled employee and approved to:</b>    | BS EN 287/ ASME IX or equivalent.                                    |
| <b>Proficiency payments in addition to the skilled basic rate in A12.2(a) or A12.8(a)</b> | 11p per hour.                                                        |

**CATEGORY C**

|                                                                                           |                                                           |
|-------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| <b>Materials to be welded</b>                                                             | Either ferritic alloy or austenitic steel (but not both). |
| <b>Nature of work</b>                                                                     | Welding of pressure parts, tubes, pipes or vessels.       |
| <b>Qualifying weld tests to be completed by each skilled employee and approved to:</b>    | BS EN 287/ ASME IX or equivalent for both materials.      |
| <b>Proficiency payments in addition to the skilled basic rate in A12.2(a) or A12.8(a)</b> | 18p per hour.                                             |

**CATEGORY D**

|                                                                                           |                                                      |
|-------------------------------------------------------------------------------------------|------------------------------------------------------|
| <b>Materials to be welded</b>                                                             | Both ferritic alloy & austenitic steel.              |
| <b>Nature of work</b>                                                                     | Welding of pressure parts, tubes, pipes or vessels.  |
| <b>Qualifying weld tests to be completed by each skilled employee and approved to:</b>    | BS EN 287/ ASME IX or equivalent for both materials. |
| <b>Proficiency payments in addition to the skilled basic rate in A12.2(a) or A12.8(a)</b> | 26p per hour.                                        |

**CATEGORY E**

|                                                                                           |                                                                       |
|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>Materials to be welded</b>                                                             | Any material in category B, C or D                                    |
| <b>Nature of work</b>                                                                     | Welding of pressure parts, tubes, pipes or vessels.                   |
| <b>Qualifying weld tests to be completed by each skilled employee and approved to:</b>    | A0339 Build quality 1 and 2 weldments or equivalent for any material. |
| <b>Proficiency payments in addition to the skilled basic rate in A12.2(a) or A12.8(a)</b> | 34p per hour.                                                         |

**A12.4 RADIUS ALLOWANCE (NAECI 9.1)**

From Monday 4 June 2007 to Sunday 27 January 2008

| BRACKET MILES |               | SCALE 1 |            | SCALE 2 |      |
|---------------|---------------|---------|------------|---------|------|
| Over          | Not exceeding | Taxed £ | Tax Free £ | Total £ |      |
| 2             | 8             | NIL     | NIL        | NIL     | NIL  |
| 8             | 11            | 1.96    | NIL        | 1.96    | 1.29 |
| 11            | 14            | 2.98    | 0.99       | 3.97    | 2.58 |
| 14            | 17            | 4.15    | 2.15       | 6.30    | 4.20 |
| 17            | 20            | 5.14    | 3.15       | 8.29    | 5.48 |
| 20            | 25            | 6.03    | 4.04       | 10.07   | 6.69 |
| 25            | 30            | 6.74    | 4.74       | 11.48   | 7.55 |
| 30            | 35            | 7.33    | 5.33       | 12.66   | 8.43 |
| Over 35       |               | 7.88    | 5.89       | 13.77   | 9.23 |

**A12.5 ACCOMMODATION ALLOWANCE (NAECI 9.2)**

(a) Daily and weekly rates

|             |                    |
|-------------|--------------------|
|             | <b>From 4/6/07</b> |
| Daily rate  | £28.19             |
| Weekly rate | £197.33            |

(b) Accommodation retainer for public holidays and periodic leave

|            |                    |
|------------|--------------------|
|            | <b>From 4/6/07</b> |
| Daily rate | £8.28              |

(c) Accommodation retainer for annual holidays and sickness absence

|             |                    |
|-------------|--------------------|
|             | <b>From 4/6/07</b> |
| Daily rate  | £4.76              |
| Weekly rate | £33.32             |

**A12.6 LONDON SUPPLEMENT  
(NAECI 9.3(b))**

|             | <b>From<br/>4/6/07</b> |
|-------------|------------------------|
| Daily rate  | £8.77                  |
| Weekly rate | £61.39                 |

**A12.7 OTHER PAYMENTS AND BENEFITS**

(a) ECI Stakeholder Scheme - employee/ employer weekly contributions  
(NAECI A5.1(b))

|                                                                                                                 | <b>From 4/6/07</b> |
|-----------------------------------------------------------------------------------------------------------------|--------------------|
| Minimum employee contribution                                                                                   | £3.90              |
| Fixed employer contribution (conditional on individual making at least the minimum employee contribution above) | £5.00              |

Note: As part of the NAECI 2007-2010 NAECI settlement, the signatory parties have agreed to undertake a joint review of pension provision, prior to implementation of a new or improved industry pension scheme during the course of 2008/9.

(b) Welplan Limited: Benefits schedule (NAECI 11.3)

The levels of Benefits 1, 2.1 and 3 indicated below first took effect on Monday 4 June 2007. Deaths occurring, and periods of sickness commencing, prior to this date shall continue to attract benefits calculated according to the levels of benefit applicable before 4 June. For these purposes the 8 week linking rule shall apply to weekly sickness and accident entitlement.

From Monday 4 June 2007 to Sunday 27 January 2008

|                                                                                                                                                                                                     |                                                          |           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-----------|
| <b>1 DEATH BENEFIT</b><br>Death by any cause                                                                                                                                                        | £20,000                                                  |           |
| <b>2 ACCIDENT LUMP SUM BENEFITS</b>                                                                                                                                                                 |                                                          |           |
| <b>2.1 ACCIDENTAL DEATH</b><br>Fatal Accident due to occupational or site accident<br><i>Note: Death benefit will be payable in addition to any Fatal Accident benefit that may become payable.</i> | £30,000                                                  |           |
| <b>2.2 DISABLEMENT</b><br>due to an occupational or site accident                                                                                                                                   |                                                          |           |
| (a) Loss of sight - 1 eye                                                                                                                                                                           | £10,000                                                  |           |
| - 2 eyes                                                                                                                                                                                            | £20,000                                                  |           |
| Total loss by amputation or permanent loss of use of -                                                                                                                                              |                                                          |           |
| (b) (i) 1 limb (hand, arm, foot or leg)                                                                                                                                                             | £10,000                                                  |           |
| (ii) 2 or more limbs                                                                                                                                                                                | £20,000                                                  |           |
| (c) Big toe                                                                                                                                                                                         | £265                                                     |           |
| (d) Any other toe                                                                                                                                                                                   | £65                                                      |           |
| (e) 4 fingers or a thumb                                                                                                                                                                            | Right Hand                                               | Left Hand |
| (f) Index finger                                                                                                                                                                                    | £1,335                                                   | £1,070    |
| (g) Any other finger                                                                                                                                                                                | £800                                                     | £665      |
|                                                                                                                                                                                                     | £135                                                     | £100      |
| <i>Note: Payment in respect of a left handed person will be reversed where the claim is under items (e), (f) or (g).</i>                                                                            |                                                          |           |
| (h) Permanent total disablement from resuming any occupation for remuneration or reward                                                                                                             | £20,000<br>payable after 52 weeks consecutive disability |           |

### 3 WEEKLY SICKNESS AND ACCIDENT BENEFIT From 4/6/07

Weekly Benefit payable for absence from work due to sickness or injury (excluding the first 7 days of absence from work):

|                       |              |         |
|-----------------------|--------------|---------|
| Weeks 2-14 inclusive  | (all Grades) | £104.40 |
| Weeks 15-27 inclusive | (Grades 1-3) | £104.40 |
|                       | (Grades 4-6) | £150.00 |

Benefit is payable for a maximum of 26 weeks in total.

#### MAXIMUM LUMP SUM BENEFIT FORMULAE FOR ANY ONE EMPLOYEE

|                                                                                                  |                                                                                    |
|--------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Death due to any cause<br>Death benefit                                                          | BENEFIT 1                                                                          |
| Accidental death due to occupational or site accident<br>Fatal Accident benefit<br>Death benefit | BENEFIT 2.1 AND BENEFIT 1                                                          |
| Accident NOT resulting in death<br>Permanent Disablement benefit                                 | As per scale (BENEFITS 2.2(a)-(h)) up to a maximum for any one accident of £20,000 |

(c) Contractual severance payment (NAECI 16.5(c))

|                                                            | Grade 1 | Grade 2 | Grade 3 |
|------------------------------------------------------------|---------|---------|---------|
| From 4/6/07<br>Weekly rate of accrual<br>(up to 103 weeks) | £3.66   | £4.28   | £4.89   |

|                                                            | Grade 4 | Grade 5 | Grade 6 |
|------------------------------------------------------------|---------|---------|---------|
| From 4/6/07<br>Weekly rate of accrual<br>(up to 103 weeks) | £5.82   | £5.96   | £5.96   |

Note: 16 and 17 year old graded employees became entitled to start accruing NAECI contractual severance pay from Monday 4 June 2007

#### A12.8 RATES OF PAY ON CATEGORISED WORK (1-3) (NAECI 18.2)

(a) For graded employees (NAECI A1.2)

From Monday 4 June 2007 to Sunday 27 January 2008

| CATEGORISED WORK RATES (1-3) | Grade 1 |           | Grade 2 |           | Grade 3 |           |
|------------------------------|---------|-----------|---------|-----------|---------|-----------|
|                              | Adult   | 16/17 yrs | Adult   | 16/17 yrs | Adult   | 16/17 yrs |
| Basic rate/ day work         | £7.92   | £6.12     | £9.09   | £7.01     | £10.31  | £7.92     |
| Night shift                  | £10.02  | £7.74     | £11.53  | £8.85     | £13.05  | £10.02    |
| Afternoon shift              | £9.33   | £7.22     | £10.74  | £8.26     | £12.17  | £9.33     |
| Double day shift             |         |           |         |           |         |           |
| Mornings                     | £9.20   | £7.09     | £10.55  | £8.11     | £11.96  | £9.20     |
| Afternoons                   | £9.82   | £7.59     | £11.30  | £8.69     | £12.78  | £9.82     |
| 3 shifts                     |         |           |         |           |         |           |
| 5 days                       | £9.69   | £7.49     | £11.13  | £8.56     | £12.62  | £9.69     |
| 7 days                       | £9.82   | £7.59     | £11.30  | £8.69     | £12.78  | £9.82     |
| Rolling shifts               |         |           |         |           |         |           |
| Days                         | £9.51   | £7.34     | £10.93  | £8.40     | £12.37  | £9.51     |
| Nights                       | £10.45  | £8.07     | £12.03  | £9.24     | £13.61  | £10.45    |
| Overtime                     |         |           |         |           |         |           |
| Rate 'A'                     | £11.08  | £8.56     | £12.75  | £9.80     | £14.45  | £11.08    |
| Rate 'B'                     | £14.24  | £11.01    | £16.38  | £12.60    | £18.57  | £14.24    |

| CATEGORISED WORK RATES (1-3 cont') | Grade 4 | Grade 5 | Grade 6 |
|------------------------------------|---------|---------|---------|
| Basic rate/ day work               | £12.17  | £12.71  | £13.25  |
| Night shift                        | £15.41  | £16.08  | £16.77  |
| Afternoon shift                    | £14.37  | £14.99  | £15.63  |
| Double day shift                   |         |         |         |
| Mornings                           | £14.13  | £14.74  | £15.36  |
| Afternoons                         | £15.10  | £15.75  | £16.41  |
| 3 shifts                           |         |         |         |
| 5 days                             | £14.90  | £15.55  | £16.21  |
| 7 days                             | £15.10  | £15.75  | £16.41  |
| Rolling shifts                     |         |         |         |
| Days                               | £14.61  | £15.24  | £15.87  |
| Nights                             | £16.07  | £16.77  | £17.49  |
| Overtime                           |         |         |         |
| Rate 'A'                           | £17.04  | £17.79  | £18.54  |
| Rate 'B'                           | £21.91  | £22.86  | £23.84  |

## (b) For non-ECITB apprentices (NAECI A1.5(a))

- (i) The following rates apply to non-ECITB apprentices (i.e. apprentices trained under bona fide company training schemes to ECITB Apprenticeship Scheme standards.)
- (ii) Under the terms of a one year arrangement taking effect from 1 September 2006, apprentices directly employed by contractors on in-scope work under the ECITB Apprenticeship Scheme (in accordance with grant option 2) are entitled to receive the 2nd year rates set out in the table below on completing their period in a training centre and moving to site. Full details of this one-year arrangement are contained in NJC Communiqué No.5 of 2006.
- (iii) Details of the following will be set out in a future NJC Communiqué (see [www.njceci.org.uk](http://www.njceci.org.uk) for details):
  - Rates applicable to individuals directly employed by contractors on in-scope work under the ECITB Apprenticeship Scheme (grant options 1, 2 and 3), following the end of the one year arrangement referred to in (ii) above; and

- Rates applicable to non-ECITB apprentices, from Monday 28 January 2008.

From Monday 4 June 2007 to Sunday 27 January 2008

| CATEGORISED WORK RATES (1-3) | 1st Year | 2nd Year | 3rd Year | 4th Year |
|------------------------------|----------|----------|----------|----------|
| Basic rate/ day work         | £5.00    | £6.49    | £8.33    | £10.00   |
| Night shift                  | £6.32    | £8.23    | £10.53   | £12.66   |
| Afternoon shift              | £5.91    | £7.66    | £9.82    | £11.81   |
| Double day shift             |          |          |          |          |
| Mornings                     | £5.80    | £7.53    | £9.65    | £11.61   |
| Afternoons                   | £6.20    | £8.05    | £10.33   | £12.40   |
| 3 shifts                     |          |          |          |          |
| 5 days                       | £6.12    | £7.96    | £10.20   | £11.99   |
| 7 days                       | £6.20    | £8.05    | £10.33   | £12.40   |
| Rolling shifts               |          |          |          |          |
| Days                         | £5.99    | £7.79    | £9.99    | £12.02   |
| Nights                       | £6.59    | £8.57    | £11.00   | £13.22   |
| Overtime                     |          |          |          |          |
| Rate 'A'                     | £7.01    | £9.08    | £11.65   | £14.01   |
| Rate 'B'                     | £9.00    | £11.69   | £14.99   | £18.02   |

## (c) Incentive bonus arrangements on Categorized Work (NAECI 19)

- (i) The following provisions must be read in conjunction with NAECI 19.
- (ii) On Categorized Work, any incentive bonus arrangements established by an employer shall take the form of EITHER
  - (1) a fixed productivity allowance only (NAECI 19.2), OR
  - (2) a performance-based payments arrangement, with or without a fixed element (NAECI 19.3).

Subject to (iii)-(vii) below, the amounts payable under any such arrangement are to be determined locally.

- (iii) The maximum amount payable under a fixed productivity allowance arrangement established in accordance with NAECI 19.2 shall not exceed £1.10 per hour worked (and pro rata for all other employees, as set out in (v)-(vii) below).
- (iv) The maximum amount payable under a performance-based payments arrangement established in accordance with NAECI 19.3 shall not exceed £1.85 per hour worked (and pro rata for all other employees, as set out in (v)-(vii) below), incorporating a maximum fixed productivity allowance element of £1.00 per hour worked (and pro rata for all other employees, as set out in (v)-(vii) below).
- (v) Grades 4, 5 & 6: 100% of locally determined payment  
 Grade 3 (Adult): 80% of Grades 4, 5 and 6  
 Grade 2 (Adult): 70% of Grades 4, 5 and 6  
 Grade 1 (Adult): 60% of Grades 4, 5 and 6
- (vi) 16 and 17 year olds are to be paid 75% of the incentive bonus payment applicable to their grade.
- (vii) Non-ECITB apprentices employed under the NAECI may be paid in the 3rd year of apprenticeship up to 25% of the incentive bonus payment applicable to Grade 4 Craft employees and in the 4th year up to 50%.
- (viii) Existing incentive bonus arrangements (i.e. fixed second tier and/or PPIS) operated in accordance with the NAECI on Categorised Work prior to 4 June 2007 shall remain unaltered and in force unless and until varied by agreement in accordance with NAECI 19.1 to 19.3.

#### **A12.9 SALARIED EMPLOYEES (NAECI A11.2(a))**

The rates payable to individuals who accept an offer of salaried status under NAECI 17 will be set out in a future NJC Communiqué (see [www.njceci.org.uk](http://www.njceci.org.uk) for details).

### **A13. Agreements with TICA and SELECT**

#### **A13.1 TERMS OF THE UNDERSTANDING COVERING THERMAL INSULATION WORK**

(Awaiting final confirmation from NJC TIC1.)

#### **A13.2 AGREEMENT BETWEEN SELECT AND THE NATIONAL JOINT COUNCIL FOR THE ENGINEERING CONSTRUCTION INDUSTRY**

It is agreed that SELECT, in recognition of the value to contractors and clients on Major Projects of working to a common agreement, shall become a Signatory to the NAECI with effect from 1 January 1990. Subject only to the qualifications below SELECT fully supports the use of the NAECI on Category 1 Major New Construction Projects in Scotland. On all other Categories, electrical contractors in Scotland will continue to operate under the SJIB Working Rules, which have provided stability for many years in the electrical contracting sector, and SELECT will continue to promote their use. However, when after due consideration and consultation with its contractors the client of all other Categories decides that the NAECI should apply to the electrical contracting work, then SELECT and its members will comply.

When electrical contracting work is undertaken under the NAECI, electrical contractors will continue to operate the SJIB Holiday and Welfare Credit Scheme and where appropriate a top-up arrangement will apply to electrical workers in respect of holiday pay and welfare benefits to ensure parity with comparable benefits under the NAECI. In respect of annual holidays parity with the NAECI will be achieved by the accrual of some additional days of holiday to electrical workers depending on the length of time on site.

Under this Agreement electrical contractors will allow in their tender price for contracts adequate levy rates, to be determined by SELECT, which will be used to meet SELECT's agreed commitments to the funding of the NJC. These rates of levy will be reviewed from time to time.

SELECT will be allocated one seat on the NJC which may be occupied by the principal nominated representative or the nominated alternate representative in the absence of the principal.

## Notes

## Notes