



# **THE THERMAL INSULATION CONTRACTING INDUSTRY NATIONAL AGREEMENT 2011**

**made between**

**Thermal Insulation  
Contractors Association**  
(hereafter referred to as 'the Association')

**And**

**GMB and Unite Union (Transport and General Workers Section)**  
(hereafter referred to as 'the signatory union' or 'the signatory trade union')

**who are the parties to this Agreement as to working rules and conditions for  
Craftsmen, Craft Apprentices, Adult Trainees, Asbestos Removers and Labourers  
covered by this Agreement who are employees of employers that are members of  
the Association** (hereafter referred to as "operative" or "operatives") and employed in  
the:

**THERMAL INSULATION CONTRACTING INDUSTRY**

**First issued 1947; incorporating amendments agreed up to March 2011.**

**THERMAL INSULATION CONTRACTORS ASSOCIATION**

TICA House  
Allington Way  
Yarm Road Business Park  
DARLINGTON  
Co Durham DL1 4QB

Tel: 01325 466704

Fax: 01325 487691

e-mail: [enquiries@tica-acad.co.uk](mailto:enquiries@tica-acad.co.uk)

Website: [www.tica-acad.co.uk](http://www.tica-acad.co.uk)



## **SCOPE**

**Work within the scope of this National Agreement for the Thermal Insulation Contracting Industry (TICI) includes but is not limited to:**

- **building and mechanical services;**
- **engineering construction projects;**
- **repair, maintenance and modification;**
- **module construction and marine work;**

**Involving the application and removal of all insulating materials and surface finishes (including supports, sheet metal cladding and its fabrication techniques of materials and finishes), used for thermal, structural, fire protection and acoustic insulation.**

**This National Agreement regulates the wages and working conditions of operatives directly employed and engaged in such work (including asbestos removal) carried out in the United Kingdom.**

**Both the Association and the Trades Unions will endeavour to ensure, through their respective members, that all operatives are in the direct employment of a contractor or sub-contractor and are engaged under the terms and conditions of this Agreement.**

### **NOTE**

**For simplicity the masculine pronoun has been used in the Agreement, however the provisions of the Agreement apply equally to men and women.**

### **EQUAL OPPORTUNITIES**

**The parties to this Agreement believe that the objectives are best achieved by employers who are committed to the principle of Equal Opportunities for all employees and job applicants. Further details of policies and procedures on Equal Opportunities are available in contractual arrangements in force within member companies.**

**Reference:**

<b>TICA</b>	<b>Thermal Insulation Contractors Association</b>
<b>IETA</b>	<b>Insulation &amp; Environmental Training Agency</b>
<b>ACAD</b>	<b>Asbestos Control &amp; Abatement Division</b>
<b>NAECI</b>	<b>National Agreement for the Engineering Construction Industry</b>



## CONTENTS SECTION

Foreword	04
Working Time Regulations	06
1.0 Wages	07
2.0 Hours of Work and Guaranteed Week	09
3.0 Disciplinary and Grievance Procedures	11
4.0 Disputes Procedure	19
5.0 Termination of Employment	22
6.0 Travelling Arrangements	24
7.0 Lodging Out Allowances	25
8.0 Holidays with Pay	26
9.0 Welfare Benefits, Entitlements and Payments	30
10. Overtime and Shift Working	31
11 Arrangements where Written Site Agreements are in Operation	33
12. Nominated Chargehands	36
13. Special Payments	37
14. Productivity Payments	38
15. Protection of Operatives	39
16. Tools	40
17. Assistants	41
18. Apprentices	42
19. Asbestos Removal	44
20. Bereavement Leave	47
21. Constitution of the Industry National Joint Council	48
22. Thermal Insulation Contracting Industry Pension Scheme (TICIPS)	53
<b>A</b> Application for Lodging Allowances	53
Model Form Approved by I/R	
<b>B</b> Apprentice Agreement Model Form	59
<b>C</b> Asbestos Removal <b>Not in Use</b>	67
<b>D</b> Asbestos Removal Certificate	68
<b>E</b> Asbestos Removal Modular Training Programme	69
APPENDIX 1 Rates & Allowances	70
APPENDIX 2 - Welfare Benefits	72
APPENDIX 3 Memorandum of understanding for the recruitment of Foreign workers	73
APPENDIX 4 Working time 'Opt out' form	75



## FOREWORD

### Preamble

The Association and the Unions fully support the following joint objectives:

- 1.) To improve the health and welfare of those who work in the industry
- 2) To improve and maintain the cost effectiveness of the Thermal Insulation Contracting Industry.
- 3.) To encourage its expansion and to create more work opportunities with greater stability of employment through training and improvement of the skills of the workforce
- 4.) To provide earnings which reflect the achievement of higher productivity by the workforce.

### Recognition by the parties to this Agreement

The Association recognises the exclusive right of the Unions, to represent the interests of operatives and to negotiate and enter into binding agreements governing their terms and conditions of employment. Those Unions being GMB and Unite the Union.

The Unions recognise the right of the Association to represent the interests of its members who employ operatives carrying out work under this Agreement and to enter into binding agreements on their behalf.

The parties to this Agreement encourage membership of their respective organisations of operatives and employers.

### Signed on behalf of the Parties to the Agreement;

#### GMB

Phil Davies: \_\_\_\_\_

Date: \_\_\_\_\_

P. Davies  
7/4/2011

#### Unite the Union (Transport and General Workers Section)

Scott Foley: \_\_\_\_\_

Date: \_\_\_\_\_

S. Foley  
18/4/2011

#### TICA

Ralph Bradley: \_\_\_\_\_

Date: \_\_\_\_\_

R. Bradley  
20/4/2011



## **Productivity and Profitability**

It is accepted by the Parties to this Agreement that sustained productivity and profitability are essential for the progress of the Industry for the benefit of all engaged in it. It is recognised that the nature of the work often makes it necessary for operatives to work without constant direct supervision in co-operation with other trades.

The Parties to this Agreement jointly affirm their support for efficient and safe working procedures and therefore mutually agree upon the following principles;

- i) Maximum utilisation of manpower.
- ii) Grading of operatives in accordance with the structure defined in this Agreement.
- iii) Education and training of operatives to the standards set by the NJC and to the requirement for acceptance of adult trainees as craftsmen.
- iv) Continuity of productivity including by good attendance and time keeping, adapting to new materials and techniques of work, the maximum use of working hours and the resolution of any disputes in accordance with the conciliation clause of this Agreement.



## WORKING TIME REGULATIONS 1998

The Working Time Regulations 1998 allow certain exclusions from their application which may only be agreed by individual employees signing an individual opt-out form, which is at 'Appendix 4' of this National Agreement.

The National Agreement for the Thermal Insulation Contracting Industry (NATICI) is such a *collective agreement* and the parties to this Agreement have agreed to incorporate, to their full extent, all possible derogations in order to preserve current working arrangements.

For the application of National Working Rules 2 and 8, in accordance with Regulation 23 of the Working Time Regulations 1998, and for employees' whose contracts of employment incorporate the NATICI, the application of the following Regulations of the Working Time Regulations 1998:

6(1), 6(2), 6(3) and 6(7) (limit on night hours and period over which night work hours are averaged);

10(1) (daily rest periods for adults);

11(1) and 11(2) (weekly rest periods for adults);

and

12(1) (rest breaks for adults);

is hereby excluded and those Regulations do not apply.

It is also recognised that the nature of work in the thermal insulation contracting industry is such that for organisational, scheduling, contractual and technical reasons, the reference period over which weekly working hours are to be averaged for the purpose of Regulations 4(3) and 4(4) shall be 52 weeks and the reference period that will apply for the purpose of Regulation 6(3)(a), (i.e. the period over which night work hours are averaged), shall be successive periods of 17 weeks.



## 1.0 WAGES

### 1.1. Skilled Thermal Insulation Engineers

The rates of wages to be paid to all qualified skilled operatives shall be as set out in Appendix '1' to this Agreement.

### 1.2 Labourers

(a) Adult workers over 18 years of age employed as labourers shall be paid the rate of wages as set out in Appendix '1' to this Agreement.

### 1.3 Apprentices

(a) Apprentices will normally be indentured for a period of three years on or after their sixteenth birthday.

(b) In interpreting the "current standard rate for qualified operatives" it is agreed that where apprentices are working on a site coming within scope of Section 11.2 that the 'standard basic rate' shall be the figure as interpreted by Section 11.2(a).

**NB: This arrangement does not apply to apprentices working on sites within scope of the National Agreement for the Engineering Construction Industry (N.A.E.C.I.). At the N.J.C E.C.I. Meeting of January 1982 it was agreed that apprentices working on such sites will retain their conditions of employment, rates of pay, etc, as per this Agreement.**



(e) Apprentices entering their apprenticeship shall be paid at the rate of wages as set out in Appendix '1' to this Agreement.

i) It is agreed that for apprentices under the age of 18 the conditions of employment shall be in accordance with the statutory regulations for young persons.

**Note:** In removing restrictions on overtime working for apprentices, the NJC believe regular overtime should be discouraged, and, in any event, only on a voluntary basis.

#### **1.4 Asbestos Removers**

The rate of wages to be paid to all asbestos removers shall be as set out in Appendix '1' to this Agreement. The full rate shall be 92.5% of the qualified skilled operative's rate and shall become due on successful completion of training programmes approved by the NJC.



## **2.0 HOURS OF WORK AND GUARANTEED WORK**

The parties to this Agreement agree that employers in scope of this Agreement shall be entitled to use all derogations available under statutory regulations, eg. Working Time Regulations, by way of this collective agreement, to obtain maximum flexibility in working hours to meet the needs of the Industry.

- 2.1** The normal working week will be 38 hours throughout the year to be worked on five days (Monday to Friday) as required by site working arrangements with other trades and/or Client instructions. Generally it is understood that the normal working week will be eight hours each on Monday, Tuesday, Wednesday and Thursday and six hours on Friday.
- 2.2** At any time during the period of employment, an operative may, at the discretion of the employer, be transferred from one site to another. Where such transfer involves an operative leaving his home, the employer shall give whenever possible, reasonable notice of such transfer, but in any event a minimum of 24 hours notice.
- 2.3** In total the breaks in any normal working day (Monday-Thursday) shall not exceed 45 minutes but shall include an unpaid meal break of 30 minutes. Friday, one half hour meal break shall be taken to suit the local operational requirement and will be specified by the employer.
- 2.4** All operatives on days of starting and on days of discharge shall receive not less than the standard hours' pay for the day at the basic rate, subject to fulfilling the same availability requirements as detailed in 2.8(a).
- 2.5** All hourly paid operatives who have been continuously employed by the employer for not less than four weeks shall be guaranteed employment for five days (38 hours) in each normal pay week.
- 2.6** In the event of work not being available for the whole or part of the guaranteed period, employees covered by the guarantee will be assured earnings equivalent to five days (38 hours) at the appropriate basic rate shown on Appendix '1' to this Agreement. Unless circumstances described in 2.9 or 2.10 apply.
- 2.7** In computing the make-up in assured earnings, premium payments for time worked in excess of the 38 hour week shall be ignored, but all other earnings from clocked hours will be included.



**2.8** This guarantee is subject to the following conditions:-

- (a) That the employees are capable of, available for and willing to perform satisfactorily, using the period of the guarantee, the work associated with their usual occupation, or reasonable alternative work where their usual work is not available. (Any disagreement as to the suitability of 'reasonable alternative work' to be dealt with under the Disputes Procedures of this Agreement.
- (b) In the case of a holiday recognised by agreement, custom or practice, the period of guarantee shall be reduced proportionately.
- (c) Where approved short time is worked as an alternative to redundancy, the period of the guarantee shall be reduced proportionately.
- (d) Where approved layoff occurs as an alternative to redundancy, the period of the guarantee shall not apply during the period of the layoff.

**2.9** In the event of work not being available as a result of an industrial dispute involving other tradesmen, the guarantee shall be automatically suspended in respect of workers on the site affected by such dispute, provided that seven days clear notice, inclusive of Saturday and Sunday is given to the employees. In the circumstances outlined above and should the employees concerned fail to make themselves available for work then the guarantee shall be suspended immediately.

**2.10** In the event of work not being available for reasons other than those specified in 2.9, which are beyond the employer's control, the guarantee shall be suspended provided that fourteen days clear notice inclusive of Saturday and Sunday, is given to the employees.

**2.11** In the event of the guarantee being suspended, as laid down in 2.9 and 2.10 the employee should register as unemployed. This provision shall apply for a maximum period of up to four weeks. The accrual of annual holiday credits shall continue during this period.



## **3.0 DISCIPLINARY AND GRIEVANCE PROCEDURE**

### **3.1 DISCIPLINARY PROCEDURE**

#### **3.1.1 Disciplinary Procedure - General Principles**

The Procedure has been designed so that the employer will deal with disciplinary or dismissal matters in a fair and consistent manner. The aim is to encourage improvement in individual conduct or performance or deal with matters relating to capability or qualifications, or other issues. The procedure provides a framework to deal with a case in which a decision may be reached or ultimately reached by the employer to terminate an employee's employment.

Where a case may warrant disciplinary action or dismissal, a written statement of the alleged misconduct, lack of capability or qualifications or characteristics, or the other circumstances or issues will be sent or given to the employee concerned. The employee will be invited to attend a meeting, which will take place after an investigation. He will be informed of the basis for the grounds given in the statement and will have a reasonable opportunity to consider a response. The employee will have every opportunity to make responses during the meeting, which will be considered prior to a decision being reached. After the meeting within a specified time the employee will be informed of the decision and notified of the right to appeal against the decision.

Where an employer's existing procedures broadly comply with the following provisions, or with the relevant ACAS Codes of Practice, or have already been agreed or established between the employer and his employees, such arrangements shall remain unaltered unless otherwise agreed.

In cases of alleged serious or Gross Misconduct, employees may be suspended on full basic pay. Suspension is not a disciplinary penalty and carries no implication of guilt. Whilst on suspension employees must be available for work or meetings as required during normal working hours.



## **Right to be Accompanied**

Employees may be accompanied at any investigation or disciplinary hearing by:

- a work colleague;
- a full time official employed by a trade union; or a lay official, so long as they have been certified in writing by their union as having received training in acting as a workers companion at disciplinary and grievance hearings.
- representatives have the right to explain or sum up the case, and to respond to any views expressed at the hearing. The representative may not answer on the employee's behalf. If the representative cannot attend on the date set for the interview, the interview may be postponed for up to 5 days.

### **3.1.2 Summary Dismissal**

#### **Gross industrial misconduct**

Gross Misconduct is any action by employees that was a fundamental breach of their contract of employment or was materially adverse to the interests of the employer and will render the employee liable to summary dismissal (i.e. dismissal without warning, notice or pay in lieu of notice). Gross Misconduct includes, but is not limited to, the examples given in the following list:

- Actions likely to bring the employer into serious disrepute;
- Assault or threatening behaviour;
- Clocking another employee's card;
- Deliberate release of confidential information on processes, patents, company inventions, etc. to unauthorised persons;
- Incapability, brought about by use of illegal drugs or alcohol;
- Introduction, possession or use of illegal drugs or alcohol on site;
- Leaving site without permission and without clocking out;
- Reckless or grossly inferior workmanship;
- Refusal to carry out a reasonable working instruction;
- Serious bullying or harassment, including racial abuse;



- Serious insubordination;
- Serious negligence which causes, or might cause, unacceptable loss, damage or injury;
- Theft or fraud, including wilful falsification of records, eg. time sheets, clock cards, application forms or bonus calculation records;
- Wilful or reckless damage to property;
- Wilful or reckless non-compliance with safety legislation and safety regulations, including regulations issued by clients;
- Wilful neglect of work (eg. sleeping during working hours);
- Wilful misuse of the property of the employer, the client or others;
- Other matters specifically determined at site level and which are either set out in the employer's or the client's rules and regulations.

### **3.1.3. Employer's Investigation**

- Any offence which normally warrants summary dismissal shall be immediately reported to the employer's site manager or his nominee and, where appropriate, the trade union representative shall be informed. In the case of disciplinary action against an employee who is an accredited trade union representative, a Full Time trade union official shall be notified.
- The incident will then be investigated by the employer who will document the evidence. Copies of which will be given, where appropriate, to the Trade Union representative (or to the local FTO if the incident involves a TU representative as above).
- In the event that the appropriate employer's representative is not available or the investigation requires more time, the employee may be suspended at the appropriate basic rate for normal hours lost, in order to give sufficient time to conduct the investigation. Suspension with pay under this clause will not, however, apply to employees who do not hold themselves available for work.

### **3.1.4 Alternative lesser penalties**

Where, following a disciplinary meeting concerned with an offence of gross industrial misconduct, the employer decides not to dismiss the employee summarily the employer may issue a written warning to the operative, as appropriate.



### **3.1.5 Appeal against summary dismissal**

Following summary dismissal or the employee shall have the right of appeal provided that notice of intention to appeal is given in writing to the employer within five working days of the dismissal/suspension. Pending the outcome of the appeal the summary dismissal shall continue to stand.

If an employee wishes to appeal against their dismissal they may refer the matter to their representative who may be a Trade Union representative including a local FTO who, if they so decides, may invoke the Disciplinary Appeals procedure as at Section 3.1.7 f).

### **3.1.6 Discipline**

#### **Misconduct**

Less serious conduct offences, which do not warrant summary dismissal, are to be dealt with through the warning procedure. If the employee fails to correct his behaviour these offences may ultimately lead to dismissal with due notice (or payment in lieu of notice). Such offences include but are not limited to the following:-

- Actions liable to disrupt or prevent the work of other employees;
- Actions detrimental to good order, cleanliness and welfare of others on site;
- Bad time-keeping and poor attendance including abuse of self-certification;
- Minor breaches of site rules and regulations;
- Offences involving the misuse or unauthorised use of employer's time or the property, services or facilities of either the employer, the client or other contractors;
- Provocative use of insulting or abusive language;
- Unacceptable workmanship or poor work performance;
- Unauthorised absence from the designated workplace on site;



### **3.1.7 Disciplinary Procedure**

It will be the normal responsibility of supervision and management to seek informally to correct such lapses or remedy such deficiency. Should this prove insufficient it will be the employer's responsibility to implement the following procedure:

#### **a) Recorded verbal warning**

In the case of a minor infringement or issue, an employee will normally be given a verbal warning by an appropriate member of management. The employee will be advised that the warning constitutes the first formal stage of this warning procedure. The recorded verbal warning will inform the employee that a written warning may be considered if there is no sustainable satisfactory improvement or change. It will be confirmed in writing and a copy forwarded, where appropriate, to his shop steward (or to the local FTO if the employee is an accredited TU representative)

#### **b) Written Warning.**

Where there is a failure to improve or to change behaviour during the currency of a prior first stage formal warning, or where the infringement or deficiency or issue is sufficiently serious or warrants it, the employee will normally be given a written warning. This should give details of the complaint or the relevant issue; warn the employee that the absence of a satisfactory sustainable improvement or change may lead to written final warning.

Where appropriate, a copy will be issued to his representative (or to the local FTO if the employee is an accredited TU representative).

#### **c) Written final warning**

Where there is again a failure to improve or to change behaviour during the currency of a prior second stage formal warning, or where the infringement or deficiency or issue is sufficiently serious or warrants it, the employee will normally be given a written final warning. This should give details of the complaint or the relevant issue, warn the employee that the absence of a satisfactory sustainable improvement or change may lead to dismissal or some other action short of dismissal and refer to the right of appeal. Where appropriate, a copy will be issued to his representative (or to the local FTO if the employee is an accredited TU representative).



#### **d) Dismissal**

If the change required as set out in the prior final written warning does not materialise or if the issue warrants it, the employee will be liable to dismissal, which in the case of gross misconduct will be summary dismissal.

#### **e) Duration of warnings**

If an employee does not commit a further offence, and his performance proves satisfactory during the 26 week period following a recorded verbal or 52 weeks following a written final warning, the warnings will cease to have effect.

#### **f) Appeal against warnings and dismissals**

Employees have the right of appeal against any form of disciplinary action taken against them. Appeals should be in writing and sent to the Company within five working days of the decision, stating the reasons for the appeal. A reply will be sent within a further five working day period setting a date for an appeal hearing, and specifying who will hear the appeal. The decision from the appeal hearing will be final.



## **3.2 GRIEVANCE PROCEDURE**

### **3.2.1 General Principles**

This procedure is to be used for the resolution of individual grievances and not for disputes involving a group or groups of employees. For the latter reference should be made to Section 4.

Any grievance or complaint should be discussed informally, before considering action through the formal Grievance Procedure. Often raising issues promptly at the time in a sensible way helps to solve them and prevents further difficulties.

All parties are required to co-operate fully with any investigation relating to a grievance procedure.

An employee may be accompanied at any meeting held under the Grievance Procedure by:

- a workplace colleague;
- a full time official employed by a trade union; or a lay official, so long as they have been certified in writing by their union as having received training in acting as a workers companion at disciplinary and grievance hearings.
- The representative has the right to explain or sum up the case, and to respond to any views expressed at the hearing. The representative may not answer on behalf of the employee. If the representative cannot attend on the date set for the interview, it will be postponed for up to 5 days or at the discretion of the employer, longer.

### **3.2.2 PROCEDURE**

**(a)** Employees may instigate a formal grievance by setting out the complaint in writing, giving a full account of the situation as possible. This should be given to the employee's immediate Manager together with any relevant documents. The employee will be invited to a meeting to discuss the grievance and asked how the situation may be resolved. It may be necessary for the manager hearing the grievance to make further enquiries and hold a second meeting. After the meeting the employee will receive written notification of the outcome of the grievance meeting. The letter will set out the right of appeal if the employee is not satisfied with the outcome. This appeal should be lodged within five working days.

**(b)** In serious cases, or cases where the immediate manager is alleged to be the cause of the grievance, then an alternative manager or some other nominated individual will be asked to investigate the complaint.

**(c)** If an employee wishes to lodge a grievance after termination of employment they should write to their immediate Manager setting out the complaint. )



- (d) All parties acknowledge that it is of mutual interest that the procedure is conducted without unreasonable delay and written responses to formal grievances and appeals will normally be given within 5 working days unless there are extenuating circumstances which prevent adherence to this timescale.

## **4.0 DISPUTES PROCEDURE**



#### **4.1 General Principles**

The purpose of this procedure is to provide a means of dealing with disputes between employees or groups of employees and the employer at domestic, local and national level, as appropriate. It is not intended for use specifically in the resolution of individual grievances, for which the Grievance Procedure at Section 3 should be utilized. However, exhaustion of the Grievance Procedure may by agreement result in the Disputes Procedure being invoked.

There shall be no stoppage of work or other restrictions such as go-slow, work-to-rule, overtime ban, strike or lock-out before all stages of this procedure have been exhausted. Employees and their representatives must take all reasonable steps to attend meetings within this procedure. They have the right, should they so wish, to be accompanied and assisted by other employees of the employer or an official or representative of the Unions who meets the requirements for this as set out in the relevant legislation and ACAS Codes of Practice.

This procedure shall not be used in respect of matters which are deemed to be within the scope of the overall negotiating machinery of the National Agreement, nor shall it be used for matters which may usefully be addressed by means of consultation arrangements either at domestic or national level. Also out of scope of this procedure are:

- Matters unrelated to employment
- Disciplinary matters
- Rules and regulations set by bodies other than the employer or industry association (e.g. income tax, statutory sick pay, national Insurance) except where the individual cases may give rise to a matter of broader principle.

Notification of an intention to refer an issue under this procedure (and all subsequent applications under the Stages 1 to 3) shall be given in writing and all details clearly set out.



## **4.2 STAGES OF PROCEDURE**

### **Stage 1 – Domestic**

Any matter falling within the scope of the general principles above, shall in the first instance be taken up by the employees concerned with their immediate supervisor or manager at site or local level. The matter should be set out in writing with any supporting information. The employees (or a nominated representative) will then be invited to attend a meeting to discuss the matter. When the supervisor or manager has had a reasonable opportunity to consider the information that has been provided, the meeting will take place. After the meeting the supervisor or manager will inform the employees of his decision. If the matter is not resolved within 7 days either party may refer the issue to Stage 2.

Employees may be accompanied at any meetings by representatives who at Stage 1 of the procedure must be workplace colleagues, but who may also be Trade Union representatives.

### **Stage 2 – Local**

If a settlement is not achieved at Stage 1 the matter shall be referred to a meeting with the site manager or other employer's authorised representative, which shall take place no later than 14 days after completion of stage 1, or as otherwise mutually agreed.

The employees invoking the procedure may seek representation from the full time official/ area secretary of the trade union who will visit the site.

If the matter is not resolved within 14 days either party may refer the issue to Stage 3.

### **Stage 3 – National**

If settlement is not achieved at Stage 2 either party may refer the matter to the appropriate National Joint Secretary to arrange a Disputes Committee hearing. Unless otherwise mutually agreed, this will normally be held locally no later than 28 days after completion of Stage 2.

The party referring the matter to Stage 3 shall inform his National Joint Secretary of the terms of the claim and the Section of this Agreement under which the reference is being made. Any written statements of minutes to be used in the hearing must be submitted to the Disputes Committee Secretary at least 14 days before the hearing who will then distribute copies to the Respondent before the hearing.

The parties agree that the operation of this Procedure does not preclude informal processes being used in addition; this may include Management and Trade Union officers. However it is agreed that those who may potentially be involved in hearing the case at further stages of the formal procedure should not be involved in these informal discussions.



## **4.3 CONDUCT OF THE HEARING**

### **4.3.1 Constitution of the Disputes Committee (Stage 3)**

- i) The Committee shall contain an equal number of representatives from the Association and the Trades Unions, with a minimum of two and a maximum of three from each side. The Committee will elect a Chairman who shall be responsible for ensuring that the hearing is conducted within this procedure.
- ii) National Joint Secretaries will be responsible for forwarding the names of their nominated Committee representatives to the Secretary of the Disputes Committee at least seven days before the date of the hearing. No representative of the Committee should have been involved or associated with the reference for the hearing unless agreed by the National Joint Secretaries.

### **4.3.2 Disputes Committee Procedure**

- i) The Chairman will invite the Appellants' in dispute to present the issue.
- ii) Questions of clarification may be asked by member of the Committee and the Respondent.
- iii) The Respondent will then be asked to present a response to the claim.
- iv) Questions of clarification may then be asked by members of the Committee and the Appellant. The Appellant will be given the opportunity to respond to any new points raised in the Respondent's presentation.
- v) The Chairman will then invite both Appellant and Respondent to adjourn in order that the Committee may consider the claim.
- vi) The Committee, after considering the issues, will reach a decision\* which will be final and binding on both parties. In the event that the Committee fails to reach a decision, or where it considers that the issues raised are of such fundamental importance to the thermal insulation contracting industry, they may refer the matter to a full meeting of the NJC. The decision of the NJC will be final and binding on both parties
- vii) The Appellant and Respondent will then be recalled to hear the Committee's decision.
- viii) A written copy of the decision will be issued to the parties by the Committee Secretary no later than 7 days after the hearing.



## **5.0 TERMINATION OF EMPLOYMENT**

### **5.1 Redundancy**

Employers will aim to manage their businesses in such a way that redundancies are minimised. However, in the event that circumstances change and the result is that fewer employees are needed to perform the work, then some redundancies may become necessary. In this case, the Employer will take appropriate steps to keep the number of redundancies to a minimum, whilst taking into the account the needs of the business.

Where it becomes necessary for the Employer to consider redundancies, employees will be notified at the earliest possible opportunity of the reasons for the potential redundancy situation and of the proposals being made. This will be done by consulting employees and employee representatives directly.

The Employer will carry out as much consultation as is reasonably practical where fewer than 20 jobs are affected, and will comply with the statutory requirements where more than 20 jobs are affected.

During consultations, management will provide full information to employees or their representatives about the proposed redundancies, and will give the representatives adequate time to respond. Information provided will include:

- the reasons for the proposed redundancies;
- the numbers and categories of employees who may be redundant;
- the proposed method of carrying out any redundancy dismissals;
- the time period over which the redundancies may be carried out; and
- the proposed method of calculating redundancy payments.)

#### **5.1.1 Consultative Notice**

The employer will forward written consultative notice of impending redundancies to the Trades Unions whose members are affected, normally to their local offices. Where circumstances prevent formal consultation being initiated within the required time limits, consultative notice will be given as soon as the information becomes available to the employer. The format of the notice shall include a list of the number of employees by categories to be affected by the redundancy and the method of selection. This list shall also be made available to the shop steward on site to enable consultation to take place.

Applications for voluntary redundancy may be submitted during the consultation period. The decision as to whether to accept such volunteers is entirely the responsibility of the employer.

#### **5.1.2 Redundancy notice**



After due process and consultation, the employer shall prepare a list of the names of employees to be made redundant and shall notify them accordingly, giving the appropriate statutory notice. The list shall be made available to the shop steward and if no shop steward is available the local full time officer.)

## **5.2 Termination of Employment**

During the first four weeks of employment an employer may discharge, or an employee may leave, subject to one days notice either way or one day pay in lieu of such notice.

An employer is required to give an employee:-

One week's notice if the operative has been employed by him continuously for four weeks or more.

Two weeks' notice if the operative has been employed by him continuously for two years or more.

One additional weeks notice for each further complete year of continuous employment above two years, up to twelve weeks notice if the operative has been employed by him continuously for twelve years or more.

These periods of notice do not apply in the case of gross industrial misconduct (see Section 3.1.2).

An operative is required to give his employer one week's notice if he has been continuously employed by him for four weeks or more.

### **5.2.2 Payment of outstanding wages**

When an operative is discharged or gives notice, he shall be paid all wages due, up to and including time of discharge, no later than the normal pay day following the date of termination.

In accordance with Section 8.2 (i), the employer shall have the right to deduct from any outstanding wages any balance of holiday pay, paid in excess of the employee's entitlement up to the date of termination.



## 6.0 TRAVELLING ARRANGEMENTS (Excepting 11.1 (d))

### 6.1 Using Own/Public Transport

- a) Operatives not in receipt of Lodging Out Allowance, travelling to and from jobs daily by own/public transport and proceeding direct to the job shall be paid the Allowances as set out in Appendix '1' to this Agreement.
- b) Mileage to be calculated on a single journey from the operative's home or other agreed recognised starting point. All distances for each radius band shall be calculated on a straight line from the agreed starting point. Where natural barriers occur the distance shall be calculated on a straight line between the nearest intersection or crossing point.
- c) By joint agreement an operative may travel over 35 miles per day subject to a negotiation between employer and employee.
- d) Operatives living and/or working within the Greater London Area to be paid a daily supplement as shown in Appendix '1' to this Agreement.

Note: The Greater London Area referred to above is defined as 18 miles from King Charles' statue in Charing Cross.

### 6.2 Using Transport Provided by the Employer

- a) Where transport to and from the site is provided by the employer, the operative shall be paid on the basis of the basic hourly rate as shown on Appendix '1' to this Agreement for the journey time in excess of sixty minutes, one way, ie. The first sixty minutes of all such journeys will be unpaid.

**Note: No additional payment of travelling time is due for journeys made during normal working hours.**

### 6.3 Only actual hours worked on the job will be paid for.

**6.4** Payments under this Rule are indexed, in accordance with an agreed formula, to the movement in fares, as measured by the Retail Price Index (Fares and other travel costs), published by the Office for National Statistics. Payments under this agreed formula are as set out in Appendix '1' to this agreement and shall be reviewed annually, calculated from October to October.

**6.5** As from the 6<sup>th</sup> March 2006, the cost of Tolls will be reimbursed. Payment will be made, with agreement of the employer, when tolls need to be paid as part of an agreed route.



## **7.0 LODGING OUT ALLOWANCES (Excepting 11.1 (d))**

**7.1** Should an operative be required by his employer to work away from home, thereby requiring lodging, he shall receive per day the lodging allowance as set in Appendix '1' to this Agreement. This includes the first and last day of the "away" contract and if the last day falls on a Saturday the lodging allowance shall be paid for the following day as well, i.e. Sunday.

Operatives who return home from periodic leave, as in 7.4 below, shall be paid lodging-out allowance for both the day on which they travel home from the site and the day on which they return to the site.

**7.2** Should special circumstances warrant payment above the amount referred to in 7.1 above, then by prior agreement between the employer and the operative additional payments may be made against the presentation by the operative of signed receipts.

**7.3** An operative in receipt of lodging-out allowance is not entitled to the daily travel allowances of Section 6.

**7.4** Operatives to be allowed standard rail return fares by cash or voucher at the employer's discretion every four weeks irrespective of distance. Operatives will travel home from site in their own time and return to site in the employer's time.

**7.5** Travelling on the first and last day of an 'away' contract shall be paid, calculated as in 7.4 above, plus fares by cash or voucher at the employer's discretion.

**7.6** An employee who is transferred to another 'away' contract on which he qualifies for payment of lodging-out allowance shall also be entitled to a fare and travelling time for the journey from the original contract to the new contract.

**7.7** Payment of travelling time under Rules 7.4, 7.5 and 7.6 above shall be based on rail transport timetables, using the most direct route, plus one hour, up to a maximum of ten hours.

**7.8** Lodging-out allowances under this rule will be reviewed annually (October to October) and any adjustment shall be based on the increase in the Retail Price Index (RPI) sub-index 1 Food, over the preceding twelve months.

**7.9** Payment of lodging-out allowance will be subject to completion of the recognised lodging out form and the criteria contained in the 'Notes for Applicants' within Appendix '1' to this Agreement.



## 8.0 HOLIDAYS WITH PAY

### 8.1 Holiday Entitlement

- (a) In respect of the annual holiday period which commences on the first working Monday in January each year and ends on the Sunday preceding the first working Monday of the following year (the holiday year), an operative will be entitled to 25 days to annual holidays, as well as eight paid Bank/Public holidays.

Operatives who join the employer after the date on which the holiday year begins will, until the beginning of the next holiday year, be entitled to a proportion of the entitlement to annual holiday and the proportion applied to this entitlement will be the same as the proportion of the first holiday year in which they are employed by the employer.

- (b) Subject to the provisions of sections 8.2, 8.3, 8.4 and 8.5 below and in accordance with the requirements of the Working Time Regulations 1998, the employer may specify the times at which annual holidays may be taken, provided that prior notice of at least twice the period of leave is given.
- (c) Operatives are also required to give the employer prior notice of at least twice the period of the leave when requesting approval to take annual holiday. Where permission to take holiday is refused, the employer must notify the operative of his decision within a period equivalent to the period of leave. A prime consideration shall be to maintain a balanced workforce to meet employer and/or client requirements but such permission shall not be unreasonably withheld.



## **8.2 Annual Holidays**

- (a)** Operatives will be paid for 25 days in 2010 (in the case of a normal working week of 5 days) of annual holidays at the daily rate in Appendix '1' (subject to sufficient holiday credits having been accrued at the time the holiday is taken) or at the rate of pay as required in Regulation 16 of the Working Time Regulations 1998, whichever is greater. Annual holidays will normally be taken in complete weeks unless otherwise agreed by the employer.
- (b)** Weekly holiday credits will be calculated by multiplying the daily holiday payment in Appendix '1' by the number of days of holiday entitlement and dividing by the balance of the calendar year in weeks.
- (c)** Only hours of unauthorised absence, will not accrue holiday entitlements.
- (d)** When operatives are absent from work on account of sickness or accident certified to the satisfaction of the employer, the working hours so lost, shall count as hours worked for the purpose of calculating holiday credits.
- (e)** Where an operative receives holiday pay in respect of Public Holidays; unpaid leave, see 8.1 (a) such holidays shall be treated as though they were working days for the purpose of calculating the holiday credit for the weeks in which the holidays occur.
- (f)** weeks of annual holiday (10 working days in the case of a normal working week of 5 days) shall normally be taken between the 1<sup>st</sup> April and 1<sup>st</sup> October in each year, except where otherwise agreed under any special arrangements between the operative and the employer.



- (g)** 1 week (5 working days in the case of a normal working week of 5 days) shall be saved to cover Christmas/ New Year / Local holiday arrangements, the remaining 10 days shall be taken at any other time by mutual agreement with the employer.
- (h)** As it is intended that operatives shall take the holidays to which they are entitled it is agreed that 'holiday money' shall not be paid to an operative if the holiday is not taken.
- (i)** On termination of employment during a holiday year, for the purpose of calculating payment to operatives in lieu of days of entitlement to annual holiday not taken or compensation owed by them to the employer where more days of entitlement to annual holiday have been taken than are due, their entitlement to annual holiday will be reduced to the sum of one fifty second of it for each completed calendar week of service during their final holiday year, rounded to the nearest whole day. An operative will normally receive payment in lieu of any days of holiday from the reduced entitlement to annual holiday calculated in this way that he has not taken or the sum of his unused holiday credits, whichever is greater. However, in the event that more days of holiday have been taken than the reduced entitlement to annual holiday calculated in this way, a sum equal to the holiday pay that relates to the excess will be an amount owed by the operative to the employer, which the employer will be entitled to deduct from any wages or salary and/or other monies to which the operative concerned is due.



### **8.3 Bank/Public Holidays**

All operatives whose normal working week is five days shall be entitled to 8 days of Bank/Public or Local Holidays per year paid at the same daily rate as for Annual Holidays, as detailed in Appendix '1', subject to the following:-

- (a) Bank/Public holidays may be arranged in accordance with custom and practice in the locality concerned. In the absence of any such arrangements, the normal Bank/Public holidays will be;

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

- (b) Operatives required to work on a Bank/Public Holiday shall be paid double time between midnight and midnight and shall be given an equivalent period of holiday at plain time in lieu.

- (c) Payment for the holiday shall be made only if the holiday is taken and if the operative attends for work on the full working day immediately preceding and the full working day following the holiday except where absence is due to:
- authorised leave;
  - authorised travelling time (see 7.4);
  - sickness or accident certified to the satisfaction of the employer.

- (d) A maximum of 2 Bank/Public Holidays falling within a period of 14 days following termination of employment due to redundancy will be paid to those operatives with more than 13 weeks' continuous service. The period of 14 days will be calculated from the date of termination of employment or the last day of a period of statutory notice for which payment in lieu of or in respect of statutory notice has been made. Bank/Public Holidays, falling within a period for which a payment in lieu of or in respect of statutory notice has been made, will not be paid.

### **8.4 Sickness Absence**

No operative shall be entitled to both sick pay and holiday pay for the same period.



## **9.0 WELFARE BENEFITS, ENTITLEMENTS AND PAYMENTS**

- 9.1 Employers shall provide welfare benefits arranged by the TICA through Welplan Ltd for those employees employed under the TICI National Agreement. The current scales of benefits are given in Appendix 2 of this agreement.

The full rules of the TICI Welfare Benefits Scheme are set out in a Supplement to the TICI National Agreement..

Copies of the Supplement are available free of charge on request from the TICA at:

Thermal Insulation Contractors Association  
TICA House  
Allington Way  
Yarm Road Business Park  
Darlington  
County Durham DL1 4QB

tel: 01325 466704 email: [enquiries@tica-acad.co.uk](mailto:enquiries@tica-acad.co.uk)

or Welplan at:

Welplan Ltd  
Old Mansion House  
Eamont Bridge  
Penrith  
Cumbria CA10 2BX

tel: 01768 860403 email: [welfare@welplan.co.uk](mailto:welfare@welplan.co.uk)

- 9.2 Where employers wish to cover their employee's through an alternative provider, they are to offer benefits no less than those benefits detailed in the Welplan scheme.
- 9.3 The welfare benefits entitlements and payment provisions of the TICI 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, see NAECI 11.3 & A13.



## 10.0 OVERTIME AND SHIFT WORKING

### 10.1 General

- (a) It is the intention of the NJC that the Thermal Insulation Contracting Industry shall follow the intention of other industries by reducing hours of overtime and increasing productivity.
- (b) No overtime shall be offered to an operative unless he has completed the normal working hours as defined in 2.1 in the five days immediately preceding.
- (c) For the purpose of complying with the Working Time Regulations 48-hour average weekly limit, reference periods under this collective Agreement for calculating average weekly working hours are successive periods of 52 weeks.
- (d) An operative may agree in writing to work more than 48 hour average weekly limit.

### 10.2 Overtime Working

- (a) Operatives qualified and required to work overtime will be paid time and a half\* onwards until normal starting next morning.
  - (b) First 4 hours worked on Saturday to be paid at time and a half\*, and all hours worked thereafter until starting time on Monday morning shall be paid at double time.\*
  - (c) Where operatives are asked to work overtime beyond 7.00 pm, but not for all night, they are to take half an hour for tea, not to be paid for.
  - (d) If required to work all night, employees are to have breaks for meals (not to be paid for) by mutual arrangement with the employer.
  - (e) Any operative working one day and one night consecutively shall not work for the ensuing day of 8-6 hours (as appropriate) which shall be paid at plain time rates.
  - (f) Where operatives are asked to work night shift only, they shall be paid at the rate of time and a half.\*
- ii) An operative must not work overtime on a Saturday – Sunday without the express permission of his employer, and should time be booked without such authority, the employer reserves the right to refuse payment for such time booked.\* *See 10.4 below*



### 10.3 Shift Working

**Note: Under this Collective Agreement, there are no limits on a night working operative's hours of work in any reference period for each 24 hours.**

- (a) If required to work all night employees are to have breaks for meals (not to be paid for) by mutual arrangement with the employer.
- (b) Any operative working one day and one night consecutively shall not work for the ensuing day of 8-6 hours (as appropriate) which shall be paid at plain time rates.
- (c) Where operatives are asked to work night shift only, they shall be paid at the rate of time and a half\* for actual hours worked.
- (d) Operatives on night work who are required to change over to day shift shall take a minimum break of eight hours before starting on day work. Any loss of normal day shift hours resulting from such a break will be compensated for by payment at basic rate for any normal hours lost, up to a maximum of eight hours.

*\*See 10.4 below*

### 10.4 Overtime and Shift Working premium payments

- (a) The base-rate and premium rate calculators for overtime and shift hours shall be set out in Appendix '1' to this Agreement, and shall be calculated as follows:
  - Time and a half  
1 hour @ basic rate + half hour @ premium hour rate.
  - Double time  
1 hour @ basic rate + 1 hour @ premium hour rate



## **11.0 ARRANGEMENTS WHERE WRITTEN SITE AGREEMENTS ARE IN OPERATION**

**11.1** Where an operative is required to work under the scope of the National Agreement for the Engineering Construction Industry NAECI his terms and conditions of employment will be in accordance with the NAECI (Understanding covering Thermal Insulation work within the NAECI A13) other than any dispensation agreed with the NJC ECI or as detailed below

(a) **Labourers**

Labourers servicing thermal insulating engineers should be identified as 'thermal insulation engineers' labourers' who would be recruited through normal recruitment procedures with signatory trade unions to the Thermal Insulation National Agreement maintaining their respective spheres of influence. When solely employed on insulation projects.

(b) **Holiday Pay**

The provisions for holiday pay will be under the terms of the NAECI when employed on work in scope.

(c) **Sickness and Death in Service Benefit**

The provision of this TICA Agreement will continue to apply even when working under the terms of the NAECI

(d) **Radius and Accommodation Allowances**

The provisions of the NAECI will apply to operatives when employed on work in scope.

(e) **Tool Allowances**

Payment of the Tool Allowance to operatives whilst working on sites within the scope of the NAECI will be discontinued. Instead, the employer will provide on a free issue (returnable) basis such tools as are required to undertake the work in hand.



f) **Stripping of Asbestos Containing (NAECI A1.4)**

Operatives employed in the removal of asbestos containing materials will be reimbursed as follows:

- i) **Recently qualified operatives**  
Grade 3 x 105%; second tier payment to be 80% of the agreed second tier
- ii) **Operatives able to work unsupervised**  
Grade 4 x 92.5%; second tier to be 100% of the agreed second tier
- iii) **Experienced operatives or operatives holding an NVQ in asbestos removal** Grade 5 x 92.5%; second tier to be 100% of the agreed second tier.
- iv) **Thermal Insulation Engineers**  
Grade 5

**Qualification of payment**

- a) after qualification as an asbestos remover, payments as detailed on iii) are to be made
- b) Operatives in receipt of the Grade 5 x 92.5% payment, on the 20<sup>th</sup> April 2006 are to maintain that level of payment
- c) Implementation of this agreement to be Monday 2<sup>nd</sup> October, 2006

g) **Special Conditions**

When operatives are employed on NAECI Category2 and 3 projects, where insulation is not in scope of NAECI. They will be employed on site under the term and Conditions of the TICI National Agreement

Should the employee be employed upon outages, turnarounds or other planned shutdowns, supplementary allowances will be paid within the second tier payments to enable employees to achieve earnings levels compatible to the levels paid within NAECI, on achievement of agreed key performance indicators.



**11.2** On sites where there is a written Site Agreement other than the N.A.E.C.I., then:-

- (a) A differential will be paid to the thermal insulation engineer equal to the difference between the national basic rate as set out in Appendix '1' to this Agreement and the basic rate for skilled craftsmen in the Site Agreement.
- (b) The hours of work on such sites shall be the standard working week as laid down for the site in the written Site Agreement.
- (c) All the rules of this Agreement shall apply including productivity bonus schemes but the differential will not be consolidated with the national basic rate for the calculation of overtime or productivity bonus schemes.
- (d) In the event of variations in either the Site Agreement basic rate or the basic rate for skilled craftsmen (Appendix '1') during the period of working on such a site, then the difference between these two rates shall at all times be the amount of the differential.

**11.3** In the event that an operative is transferred under Section 2.2 from the site/project covered by clauses 11.1 or 11.2 above to another site/project which is outside the scope of clauses 11.1 or 11.2 above, his terms and conditions of employment will revert entirely to this Agreement.



## **12.0 NOMINATED CHARGEHANDS**

**12.1** Chargehands nominated by the employer to be paid on the following basis:-

In charge of:

Up to 5 operatives	15p extra per hour (minimum)
6 to 9 operatives	25p extra per hour (minimum)
10 operatives and over	35p extra per hour (minimum)

**12.2** Asbestos leading hands/chargehands shall receive 25p per hour extra payment (minimum).

**12.3** The additional payments shall be for all hours worked.



## **13.0 SPECIAL PAYMENTS**

**No special Payments applicable at this time**



## **14.0 PRODUCTIVITY PAYMENTS**

- 14.1** This Agreement does not affect the traditional rights of the employers and their employees to negotiate self-financing productivity schemes. Bonus shall be a matter for local determination. This does not imply that there shall be an automatic increase in bonus payments arising from any change to this Agreement.



## 15.0 PROTECTION OF OPERATIVES

### Issue of Overalls and Safety Boots

On commencement of employment in a workshop or site environment employees will be issued on a free basis, protective Overalls and Safety Boots.

#### Thereafter:-

**15.1** On a free basis, to each employee, two pair of Overalls will be issued on the commencement of work and one further pair after six months of employment

**15.2** Also on a free basis, each employee must be issued with a new pair of safety boots at yearly intervals.

**(a)** The safety boots must be of ankle length, lace up design and comply with the relevant provisions of BS 1870: part 1: 1979 as subsequently amended. The only exceptions to this requirement are where other arrangements for the issue of foot protection apply, for example in the nuclear power stations 'clean conditions' environment.

**(b)** Employees shall take reasonable care of their safety boots with a view to ensuring minimal safety risk.

#### Breaks in Service

**(c)** Employees who leave of their own accord within six weeks of being issued with a pair of safety boots will reimburse the employer the cost of the boots..

#### Soap

**15.3** An adequate supply of anti-dermatitis soap must be available to the job, not to a specific employee.

#### General

**15.4.1** Where a 'Risk assessment 'has been made under the **Management of Health and Safety at Work Regulations 1999** and residual risk exists after other control measures have been applied, then further provision of PPE would be made at no cost to the employee. Employees are obliged to use PPE in accordance with instructions and training. Where an item of PPE becomes defective or lost, the employee must report the defect or loss to the employer immediately.



## **16.0 TOOLS**

(NOTE: Section 11.1 (e) re: work in scope of NAECI)

- 16.1** Qualified operatives to provide their own tools. (See detailed list in the Apprenticeship Agreement).
- 16.2** Any tools not included in this list to be supplied by the employer - such tools to be for the job and not for specific operatives and shall remain the property of the employer.
- 16.3** Tool allowance will be paid to Thermal Insulation Engineers in any one week in which at least one complete day of basic hours has been worked. The current allowance is set out in Appendix '1' to this Agreement.



## **17.0 ASSISTANTS**

**17.1** All qualified operatives to have an Assistant on all jobs where necessary and available.



## **18.0 APPRENTICES**

**18.1** A Scheme of apprenticeship for the Industry has been drawn up and it has been agreed that the desirable ratio of apprentices to qualified operatives shall be one to four; but subject to variations by joint discussion between the Association and the Unions concerned.

**18.2** A copy of the Apprenticeship Agreement is shown in this Agreement under Schedule 'B'.

### **18.3 Adult Apprentices**

At a meeting of the TICI Apprentice & Training Committee on the 11<sup>th</sup> Sept. 2008 An agreement was reached on the employment of adult apprentices to be trained in the industry.

The NJC acknowledges the need to maintain an annual level of apprentices in the Industry necessary to meet the predicted severe skills shortfall. Despite strenuous efforts past and current, intake of apprentices has not been sufficient to meet the requirement and has left the Industry under resourced and exposed.

It is not and will not be the intention to reduce the number of entrants through the normal apprentice scheme nor will it be the intention to give precedence to the Adult Apprenticeship Scheme. The NJC reaffirms its support for the Young persons Apprenticeship Scheme as the principal route into the Industry. This reaffirmation is confirmed by restricting access to Adult Apprenticeships to those companies who can demonstrate that at time of offering a place on a apprenticeship course to an Adult they are also employing Young persons as apprentices.

Every attempt should be made to regulate and plan entry bearing in mind the needs of the Industry locally and nationally. The NJC actively encourage its members to recruit apprentices irrespective of gender, colour or creed, with equal opportunity given to all.

Adult apprentices are employees entering the industry as an apprentice after their 23rd birthday. The terms of the apprenticeship agreement are to be strictly in accordance with this agreement, with the following amendment. The period of the apprenticeship is to be two years, however it can exceed two years should the qualification not achieved to the satisfaction of the employer or the TICA. Rate of pay for the Adult Apprentices are as detailed on 'Appendix 1'.



18.4 A one off issue of tools shall be made to apprentices (see detailed list contained with Apprenticeship Agreement). Should the Apprentice Agreement be terminated at any time during the three year apprenticeship then the tools issued shall be returned to the employer.

**18.5 Adult Assessment**

At a meeting of the TICI Apprentice & Training Committee on the 11<sup>th</sup> Sept. 2008 an agreement was reached on the Assessment of Adults. Assessment is to be made against the Industry National Standards (NVQ 2 in Thermal Insulation)

This agreement was reached to allow employees, who have worked in the industry and attained the appropriate skills, however do not hold a formal trade qualification.



## 19.0 ASBESTOS REMOVAL

**19.1** Employers and employees engaged in asbestos removal will adhere strictly to the requirements of all relevant legislation and Health and Safety Executive (HSE) Codes of Practice and Guidance Notes.

In particular, the Approved Code of Practice (ACOP), covering work with asbestos insulation, asbestos coating and asbestos insulating board must be followed, this ACOP is summarised in Schedule 'D' to this agreement.

**19.2** In accordance with the Control of Asbestos Regulations 2006 (CAR 2006) and its associated ACOP; L143

(a) Subject to Regulation 8 of CAR 2006, an employer shall not undertake work with Asbestos unless he holds the appropriate license issued by the H & SE.

(b) Operatives who intend to undertake asbestos removal work must, prior to the commencement of such work receive:

i) A medical examination in accordance with the CAR 2006 must be conducted by an EMAS qualified medical practitioner approved and appointed by the HSE;

ii) Training and instruction as recommended in Schedule 'E' to this Agreement. The Schedule will include the current relevant HSE Guidance Notes on the danger of asbestos, the legislative requirements, the use and care of respiratory and other protective equipment, personal hygiene and methods of work. After approved, training operatives will receive a certificate and an Asbestos Removal Record Card (ARRC) which will be valid for 12 months and employers will receive an original of the training certificate. If the training has been carried out by ACAD details of the training shall be entered onto the ACAD training register. Employers can request individual record card validation by obtaining from the ACAD database confirmation of a card's validity. In the event that the employee joins a new company the ARRC should be checked by the employer(s) and validity established with reference to the ACAD database. The ARRC may be inspected by appropriate representatives of the parties.



### 19.3

- (a) Asbestos Removers must have further medical examinations at the time intervals required by legislation. Employers must ensure Asbestos Removers have a current medical examination certificate.
- (b) The employer will be responsible for the cost of medical examinations.
- (c) In the event that a medical examination under this working Rule reveals information which may prejudice the employee's continued employment on asbestos removal work, the employee agrees that such information will be made available immediately to the employer's medical representative.
- (d) If the employer's medical representative considers that the employee should cease to undertake asbestos removal work, the employer will consult the employee, who may be accompanied by the Regional Officer of his Trade Union if the employee so wishes.
- (e) In event that the employee accepts the employer's medical representative's advice, the employer will make every reasonable effort to find alternative work. Employment will be continuous for the calculation of employment rights.
- (f) In the event of there being no alternative work available; the employer will consult the Union Regional Official before any further action is taken.
- (g) If the worker is not satisfied with the examining doctor's advice to cease to undertake asbestos removal work, then the employer will arrange and pay for a second opinion from a Consultant Chest Physician who is qualified or experienced in occupational lung diseases. A panel of such experts will be agreed between both parties. The decision of the panel doctors will be binding on all parties, although statutory rights against unfair dismissal will not be affected.
- (h) Any dispute over the interpretation or application of this Agreement will be referred to the regional and National Joint Council.



#### **19.4**

- (a) Asbestos Removers will be adult workers (not less than 18 years of age) and shall be paid the rate of wages set out in Appendix '1' to this Agreement, when engaged in asbestos work.
- (b) The provision of Section 14 will apply to asbestos removal work.
- (c) The provision of Section 12 will apply to asbestos removal work.

**NB:** Thermal Insulation Engineers engaged on asbestos removal occasionally will continue to receive the appropriate basic rate of pay.

#### **19.5** Sub-contractors may be employed on asbestos removal work provided they receive terms and conditions in total no less favourable than those contained in this Agreement.

They must possess a current Asbestos Working Licence and comply with all relevant legislation and all requirements contained within the National Agreement for the Thermal Insulation Contracting Industry.

#### **19.6 Employer's Liability:**

Evidence of the employer's liability insurance that specifically covers all risk from asbestos removal work must be available for inspection on every site at all times.

#### **19.7 Supervision:**

- (a) Nominated persons to supervise asbestos removal work, as required by legislation, shall receive additional training in accordance with HSE Guidance Notes. Training will be recorded in accordance with paragraph 19.2 (b) (ii) above. Where possible the nominated person will be a TIE and selected from the employer's existing workforce.
- (c) The ratio of Asbestos Removers to supervision will depend on the size and nature of the contract and in accordance with current legislative guidelines.



## **20.0 BEREAVEMENT LEAVE**

- 20.1** Upon application supported by evidence satisfactory to the employer, up to five day's bereavement leave may be granted on the death of spouse/partner, child, brother, sister, parent or parent of spouse/partner.
- 20.2** The provisions of 20.1 above shall also apply, with the agreement of the employer, where an operative has a special responsibility towards the deceased person not listed in 20.1 above, on the production of satisfactory evidence of the relationship.
- 20.3** For each day of the bereavement leave so granted, the operative will be paid his normal hours at the base-rate shown on Appendix '1' to this agreement.
- 20.4** For operatives in receipt of lodging allowance the period of bereavement leave can be extended to six days to include return travelling time.



## **21.0 NATIONAL JOINT COUNCIL FOR THE THERMAL INSULATION CONTRACTING INDUSTRY**

-----

### *21. CONSTITUTION*

-----

#### **1 TITLE**

- 1.1 The Organisation shall be called the National Joint Council for the Thermal Insulation Contracting Industry hereafter referred to as “The Council”.

#### **2 SCOPE**

- 2.1 This Agreement regulates the Wages and Working Conditions of operatives who are thermal insulation engineers, apprentices and labourers engaged on the stripping, application and finishing of all materials (including supports and metal cladding) used for thermal and structural insulation.

#### **3 OBJECTS AND FUNCTIONS**

- 3.1 The objects and functions of the Council shall be as detailed below:
- 3.2 To secure the largest possible measure of joint action between operatives and their employers and in the Thermal Insulation Contracting Industry for the development of the industry as a part of national life, to promote the progress and well being of the industry generally and to ensure the building up of the industry.
- 3.3 To secure the largest possible measure of joint action with a view to the general improvement of conditions in the industry.
- 3.4 To secure the loyal adoption of the decisions of the Council by all operatives and their employers in the industry.
- 3.5 The regular consideration of wages and working conditions in the industry with a view to establishing and maintaining such terms and conditions of service as shall be equitable between the operatives and their employers.
- 3.6 The establishment of such joint machinery on any basis as in the opinion of the Council may secure that the decisions of the Council are made in the light of diverse circumstances of various areas.



#### **4 THE COUNCIL MAY ALSO UNDERTAKE THE DUTIES OF:-**

- 4.1 Consideration of questions of entry into and training for employment in the industry and co-operation with educational authorities in arranging education for this purpose.
- 4.2 Co-operation with other Joint Industrial Councils or other organisations in dealing with matters of common interest and mutual advantage to the Industry.

#### **5 CONSTITUTION OF COUNCIL**

- 5.1 The Council shall consist of Members appointed by the Association, the Trades Unions who are the parties to this Agreement.
- 5.2 In the absence of a member from a Meeting of the Council a duly credited deputy may be sent by the Organisation concerned. A deputy shall have the same rights and powers at the Meeting as the member for whom he is deputising.
- 5.3 The members of the Council shall be appointed by the respective Association and Trades Unions from time to time as these organisations may determine, according to their own respective Constitutions.

#### **6 OFFICERS**

- 6.1 The Council shall at its first Meeting in each calendar year elect from its Members a Chairman and a Deputy Chairman of whom one shall be a representative from the Employers' Side of the Council and the other a representative from the Trade Union Side. The Chairman shall preside at the meeting of the Council in accordance with any rules or decisions of the Council and shall be an **ex-officio** Member of an Committee appointed by the Council. In the absence of the Chairman, the Deputy Chairman shall preside and in the absence of both the Meeting shall appoint a Chairman from its Members present. The Council shall appoint Joint Secretaries (one from each side).

#### **7 MEETINGS OF THE COUNCIL**

- 7.1 Meetings of the Council shall be held quarterly on the last Thursday in January, April, July and October each year, and at other times as necessary on the requisition of either Side of the Council. Excepting special circumstances at least seven day's notice of all meetings shall be given.



## **8 QUORUM**

- 8.1 A Quorum shall consist of not less than three Members or deputies from each side of the Council.

## **9 REGIONAL COMMITTEES**

- 9.1 At its Meeting on the 29th April 1982 the Council established the following Regional Committees:-

- a) Scotland      TGWU
- b) N.E.Region    GMB-Middlesbrough &  
Newcastle
- d) Midlands      GMB-Nottingham; Birmingham  
Liverpool; Manchester & Leeds
- e) South West  
& Cardiff      GMB-Cardiff & Swansea
- f) London &  
Southern      GMB London & Southern

The Trade Union representation would be the Regional Official(s) concerned, each supported by a Lay Delegate.

It is recommended that that Lay Delegates be paid an average hourly rate x 8hrs/day whilst attending Regional Committee Meetings as and when arranged.

- 9.2 Such Committees shall have equal representation between employers and employees on every case. Each Regional Committee shall appoint a Chairman and the Regional Committee shall be empowered to deal with disputes and, if possible settle them locally; in the event of such settlement not proving possible then the dispute shall be referred to the Council.

## **10 EMERGENCY COMMITTEE**

- 10.1 The Council is empowered to appoint an Emergency Committee to act on its behalf should it wish, and to have such powers as are delegated to it by the Council. The Emergency Committee to consist of the President, Deputy President and the four Regional Chairmen of the Association and representatives from the Trades Unions.



## **11 VOTING**

- 11.1 (a) At Council Meetings decisions shall be reached, as far as possible, by mutual agreement, but when voting is necessary it shall be done by show of hands or otherwise as the Council may determine. Each Member or Deputy present at the meeting shall have one vote only.
- (b) At Committee Meetings, each Member of the Committee shall have one vote.
- 11.2 No resolution shall be carried unless it has been supported by a majority vote on each side of the Council or Committee.

## **12 PROCEDURE FOR SETTLING DIFFERENCES**

- 12.1 Any question relating to the interpretation of the conditions of employment arising between an employer that is a member of the Association or the Association and the Trades Unions shall be dealt with by direct negotiations in the first place between the said employer and the local Trades Unions representative and failing settlement may be dealt with by the appropriate local Regional Committee. (Any agreement to refer a dispute direct to the National Joint Council shall be by a decision of the Joint Secretaries). Should it not be possible to resolve the dispute at this level it shall then be reported forthwith to the Joint Secretaries of the Council. Upon a difference being reported, the Joint Secretaries shall arrange for the dispute to be referred to the Council or to such Committee thereof as may have power to deal with the difference and for this purpose the provision of paragraph 7.1 relating to seven days notice of the meeting of the Council shall not apply. Where any such dispute is referred to the Council or a properly convened Committee thereof the parties concerned shall accept any decision arrived at.
- 12.2 In the event of the Council or a properly convened Committee thereof failing to arrive at a decision during the procedure outlined in 12.1, the matter in dispute may be referred to A.C.A.S. In the event of an agreement for the appointing an arbitrator to determine the question, the arbitrator's decision shall be final and binding on both sides and on the parties to the difference.



### **13 PREVENTION OF STRIKES AND LOCK-OUTS**

- 13.1 The Council and both sides thereof agree that no strike, lock-out or other interruption of work shall take place with their concurrence until such time as the foregoing procedure for settling differences shall have been exhausted, and in the event of any such strike, lock-out or other interruption of work so taking place shall use their best endeavours to terminate the same. During the foregoing procedure or any negotiations under paragraph 12 on a difference, work shall be continued under the terms and conditions obtaining before the difference occurred.
- 13.2 Everything possible shall be done by each side of the Council to maintain confidence in direct negotiations under paragraph 12 and to prevent strikes, lock-outs or other interruptions of work of any description. Both sides affirm their determination to bring about a speedy solution of any differences by negotiation before invoking the procedure under 12.2 and to ensure that the incidence of differences shall not interfere with the efficient performance of work at the establishments brought within the purview of the Council.

### **14. AMENDMENT OF CONSTITUTION**

- 14.1 Alterations in the Constitution may be made at any meeting of the Council. Notice of such proposed alteration must be in the hands of the Joint Secretaries at least 28 days before the date fixed for the meeting at which it is desired to have it considered, and shall be reported by them to each of the organisations at least 21 days before that date.



## **22.0 THERMAL INSULATION CONTRACTING INDUSTRY PENSION SCHEME (TICIPS)**

The Thermal Insulation Contracting Industry Pension Scheme (TICIPS), introduced in 1988 is now closed to new entrants following government proposals on the introduction of Stakeholder Pension Schemes.

Access to a Stakeholder Pension Scheme is available to the Association's members through an arrangement with Friends Provident.

Further information is available from TICA.



# Schedule 'A' to the National Agreement for the Thermal Insulation Contracting Industry

## APPLICATION FOR LODGING OUT ALLOWANCE

**It has been decreed by the Inland Revenue that the following standard form shall be used by all employees when applying for lodging out allowance under the NATIONAL AGREEMENT FOR THE THERMAL INSULATION CONTRACTING INDUSTRY.**

### 1 NOTES FOR APPLICANTS

Please read the following notes carefully before completing your application.

- a) To be eligible for lodging out allowance under Section 7 of National Agreement employees must 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.
- b) To be eligible for lodging out allowance without deduction of income tax your employer must, in order to satisfy the Inland Revenue, be assured by you that your home address is a place where you have continuing financial commitments.
- c) You will be taxed on lodging out allowance payments which relate to nights on which you have neither occupied nor paid for lodgings. It is therefore your responsibility to inform your employer when these circumstances apply. However, you will not be liable for tax in respect of nights of absence from your lodgings if such absence results in no reduction in the weekly payments which you make for those lodgings.
- d) You must therefore complete the following declaration and may be required to complete a further declaration in the event of being transferred to another place of work.
- e) You may also have to produce suitable documentary evidence in support of the declaration. Any employee who feels he has just cause to question why his lodging out allowance is subject to the deduction of income tax should raise the matter with his employer and if necessary with the Local Office of the Inland Revenue who will be pleased to assist with any problems.



- f) You should realise that your overall allowances and tax situation are matters which are personal between you and the Inland Revenue. Accordingly any personal conditions which may be dissimilar to those covered by this application must be taken up personally with your Tax Inspector.

## **2 WARNING TO APPLICANTS**

If you make a false declaration on this form or fail to notify any change in your circumstances affecting the claim you have made below, you may be prosecuted. You may also become liable to pay additional tax. In your own interest you must therefore notify the site office immediately of any change in your circumstances.



**3 APPLICATION**

I .....

**National Insurance No.** .....

**Employed as** .....

**by (Name of Company)** .....

**at (Contract)** .....

apply for a lodging out allowance, and in support of my application declare that I normally reside at: (full permanent home address).

.....  
.....  
.....

I understand that the above particulars may be checked.

I declare that they are true.

I undertake to notify the Company immediately should any change occur.

Signature .....

**4 DECLARATION BY EMPLOYEE FOR PAYE PURPOSES**

(a) I declare that I maintain dependants\* at my permanent home address as declared in paragraph 3 above and am incurring extra living expenses by being employed temporarily away from home.

or

(b) I declare that:

- (i) I am incurring additional expenditure on lodging away from my permanent residence; and
- (ii) I have a continuing liability for the expenses of maintenance of my permanent residence situated in the UK at which I live whilst not working away; and
- (iii) The permanent residence is owned by me either freehold or leasehold, or is a tenanted property for which, by virtue of a written agreement on a commercial basis, I have a continuing financial obligation whilst working away.

Signed ..... Date .....



**NOTE:** Delete either paragraph (a) or (b) above, whichever does not apply  
Dependants. For this purpose dependants shall  
be deemed to be:

- (i) Either a wife, husband or children up to the age of 18 who are resident: at the employee's permanent address and maintained by him irrespective of the children's parentage, or
- (ii) A Common-law wife maintained by him at his permanent address, if they lived there together as man and wife for at least two years.



**5 CERTIFICATE BY EMPLOYER'S REPRESENTATIVE**

I certify to the best of my knowledge and belief that the address given by

Mr ..... is his normal residence.

Date ..... signed on behalf of the Employer  
by.....Description .....

This certificate can only be signed by someone with designated responsibility for controlling the work of the applicant.

**6 ALTERNATIVE EMPLOYER'S CERTIFICATE**

If the employer's representative is not in possession of sufficient knowledge to complete the above certificate then the allowance can only be paid without deduction of tax if the declaration below is signed by a Minister of Religion, Doctor, Sergeant of Police, Permanent Civil Servant or Local Government Official etc., known to the applicant and resident in the same areas as the applicant has given above as his home address.

I have known Mr ..... personally for ..... years. I certify to the best of my knowledge and belief that the address above given by Mr ..... is where he normally resides.

Signature of Certifier .....  
Name in Block Letters .....  
Address .....  
Profession .....  
Date .....

**NOTE:** You should not give this Certificate unless you are fully aware of the truth of the applicant's statement as to his normal place of residence and dependants if the applicant has signed certificate 4 (a) above.



# Schedule 'B' to the National Agreement for the Thermal Insulation Contracting Industry

## APPRENTICESHIP AGREEMENT

For  
Thermal Insulation Engineers

this Agreement  
of Apprenticeship is entered into between (Company Name).....  
..... Address.....  
(hereinafter called "the Employer")  
and (apprentice name)..... Signature.....  
address.....  
(hereinafter called "the Apprentice")  
whose date of birth is ..... day of ..... with the knowledge of\* (name of parent  
or guardian) .....

Signature .....

(hereinafter called "the Guardian")

\*applicable only where the Apprentice is below the age of 18  
as follows:-

The Employer agrees to accept the apprentice as an Apprentice  
to the Thermal Insulation Contracting Industry as from  
(Date of commencement of employment) ..... under the Agreement,  
entered into between the Thermal Insulation Contractors' Association, the General  
Municipal Boilermakers and Allied Trade Union and Unite (Transport and General  
Workers section)

In the case of Apprentices under the age of 18, the  
The Employer and the Apprentice jointly agree to carry out the terms of the said  
Agreement.

In Witness Whereof these present are subscribed by the parties  
Hereto on the ..... day of ..... as follows:-

Witness to (parent or guardian signature)  
Name.....  
Signature.....  
Address.....  
Occupation.....

.....  
Witness to (Signature of Employer).....  
Name .....

Signature .....

Address .....

**APPRENTICESHIP AGREEMENT BETWEEN THE THERMAL INSULATION  
CONTRACTORS ASSOCIATION, THE GENERAL MUNICIPAL**

**BOILERMAKERS AND ALLIED TRADE UNION and UNITE (Transport and General  
Workers Section)**



### **Interpretation**

Throughout this Agreement the Thermal Insulation Contractors Association is referred to as “The Association” and the General Municipal Boilermakers and Allied Trade Union and Unite as “Trade Unions”.

Wherever the word ‘his’ or ‘he’ appears in this document it is implied ‘hers’ or ‘she’ is equally applicable.

### **Introduction**

The Association and Unions have jointly agreed to operate a scheme of apprenticeship training within the Thermal Insulation Contracting Industry and to review such scheme from time to time and to up-date it as appropriate.

### **Equal Opportunities**

The Association and Unions jointly agree that the principles outlined within the National Agreement apply to all aspects of the recruitment and selection of Apprentices and to the operation of the Apprenticeship Agreement.

### **Recruitment: Age of Entry**

The apprenticeship period will normally be for a period of 3 years on or after their 16th Birthday. In recruiting apprentices to the industry close co-operation shall be maintained with the various Government Departments.

### **Ratio of Apprentices to Craftsmen**

The ratio of apprentices to craftsmen shall be one apprentice to every four craftsmen but this ratio may be subject to variation by joint discussion and/or agreement between the Association and the signatory Trade Unions.

### **Probation**

Following recruitment an Apprentice shall be registered by his Employer within a period not exceeding 6 months from the date of his engagement. Such registration shall indicate that the Apprentice has completed a satisfactory probationary period, at which time he will be issued with appropriate tools, free of charge, on a one-off basis, in accordance with Paragraph 18.5 of the National Agreement for the Thermal Insulation Contracting Industry.



### **Tools**

- 1 pair 12" straight Snips
- 1 pair Wiss type Snips left hand
- 1 pair Wiss type Snips right hand
- 1 no 600 mm Metal Rule (adjustable with line of chords)
- 1 no 3 m Tape Measure
- 1 no Hand Drill
- 1 no Ball Pein Hammer 12 oz
- 1 no All Purpose Knife
- 1 no Craft Trimming Knife
- 1 no 200 mm Flat Screwdriver
- 1 no 200 mm x head Screwdriver
- 1 no Scribe
- 1 no Centre Punch
- 1 pair Pop Pliers
- 1 pair Dividers
- 1 pair Calipers
- 1 pair Wire Cutters
- 1 no Set Square
- 1 pair Mole type Grips
- 1 no Trowel
- 1 no Float
- 1 no Bradal
- 1 no Hacksaw
- 1 no Handsaw
- 1 no Tool Box

### **Agreement**

Upon commencing an apprenticeship and with the provisions of the preceding paragraph, this Agreement shall be completed between the parties concerned and registered. On the apprenticeship being completed the Employer will sign the certificate in the Agreement which will also be counter-signed by the Registrar on behalf of the National Joint Apprentice and Training Committee for the Thermal Insulation Contracting Industry.



## **Obligations of Apprentice and Employer**

### **The Apprentice during the period of service will:-**

- (a) Observe and be subject to the conditions of employment as prescribed in the National Agreement for the Thermal Insulation Contracting Industry.
- (b) Obey the directions of the Employer or his representative with regard to his employment.
- (c) Promote to the best of his ability the interests of the Employer.
- (d) Work towards the completion of the thermal insulation apprenticeship which includes a minimum of:
  - (i) NVQ Level 2 in Thermal Insulation
  - (ii) Functional Skills Level 1 English and Level 1 Maths (in England & Wales) or Core Skills (in Scotland)
  - (iii) Construction Intermediate Award (Technical Certificate)
  - (iv) Pattern Development & Metal Fabrication

### **The Apprentice during the period of service will not:-**

- (a) Reveal the secrets of the Employer's business.
- (b) Do or suffer to be done any damage or other injury to the property of the Employer or his customer.
- (c) Absent himself except in the event of sickness or authorised absence from the service of the Employer or his customer.
- (d) Take part in any labour dispute which may arise between the Employer and any of his employees or in which the Employer and any of his employees may be involved.

### **The Employer in consideration of the said obligations undertaken by the Apprentice agrees with the Apprentice that subject to the provisions of this Agreement he will for and during the period of service:-**

- (a) Receive the Apprentice into his service and subject to the fulfilment by the Apprentice of the said obligations allow the Apprentice to continue therein until the expiration of the period of service. Such service will be conditional upon successful completion of the Apprenticeship identified in Schedule B.
- (b) Ensure the conditions of employment and rates of pay laid down in the National Agreement for the Thermal Insulation Contracting Industry are met.
- (c) Permit the Apprentice to enjoy the advantage of acquiring under control of the Employer or his Representative to such extent as is practical knowledge of the trade of



thermal insulation contracting so far as from time to time that work is being carried on and the capacity and proficiency of the Apprentice admits.

**It is further expressly agreed by and between the Apprentice and Guardian and the Employer that:-**

(a) If the Apprentice shall wilfully disobey the directions of the Employer (or his Representative) with regard to his employment or shall persistently neglect or refuse to comply with the provisions of this Agreement or shall misconduct himself or habitually absent himself from work without the Employer's permission or consent except in the event of sickness complying with current SSP regulations and in-house company regulations, the Employer may discharge the Apprentice from his service subject to the provisions of the Employer's "Written Particulars of Terms of Employment" in which event this Agreement will forthwith be at an end.

(b) The Apprentice when attending day release, block release, or other training away from the Employer's premises or sites shall attend such training for the hours as required by the training authority and if he persistently absents himself without permission or consent, except in the event of certified sickness, the employer may discharge the Apprentice from his service subject to the provisions of the Employer's "Written Particulars of Terms of Employment" in which case this Agreement will forthwith be at an end.

(c) The Apprentice has the right to appeal against termination of his employment under the foregoing clauses (a) and (b) in accordance with the provisions of the Constitution of the National Joint Council (Procedure for Settling Differences).

(d) Employment of Young persons. (a young person is someone between the age of 16 and 18 years old)

The Management of Health & Safety Regulations 1999, States 'Employers are required to assess the risk to employees under the age of 18 years of age, before they start work.'



### **Termination or Transfer**

(a) Where an Apprentice wishes to leave the industry or where an Employer due to a reduction of his labour force causes his ratio to exceed one Apprentice to four craftsmen, application shall be made to the National Joint Apprentice and Training Committee for possible transfer or termination of the Apprenticeship. The Agreement under these circumstances will remain binding on both parties until the decision of the National Joint Apprentice and Training Committee is received.

(b) Notwithstanding the terms of the Agreement to which the Employer and the Apprentice are parties, it is understood that the whole period of 3 years need not be served with the original Employer in the interest of giving as wide a training as possible to the Apprentice, the Employer may arrange a transfer to another Employer for such length of time as may be agreed between them, subject to the consent of the parties signatory to the Apprenticeship Agreement and the other Employer concerned. It is to be understood however that such a transfer is for the purpose of widening the training experience of the Apprentice.

All transfers shall be notified by the Employer to the Registrar and agreed with the Registrar, before the transfer can take place.

(c) Except within the provisions of (b) above an Apprentice who signs this Agreement may not leave the employment of the registering Employer during the agreed period of training and another Employer may not take the Apprentice into his employment without the written consent of the registering Employer. Any dispute by either of the parties signatory to this Agreement on the matter of transfer under these circumstances shall be referred to the National Joint Apprentice and Training Committee for decision and the Agreement shall remain binding on both parties until the decision of the National Joint Apprentice and Training Committee is received.



### **Training**

The Employer shall undertake that every apprentice will have every opportunity of obtaining a practical knowledge of the craft from skilled craftsmen, no apprentice shall be employed on labour work other than that which is required to give him knowledge of the craft.

(a) The Employer shall require each Apprentice to attend an Insulation & Environmental Training Trust Limited/Insulation & Environmental Training Agency (IETTTL/IETA) accredited centre for the delivery of either by day or block release to receive formal training imparting skills and knowledge toward competency required to achieve the thermal insulation modern apprenticeship.

(b) The apprentice agrees to attend an IETTTL/IETA Accredited centre to receive a formal training, either day or block release to gain skills and knowledge towards competence required to achieve the thermal insulation modern apprenticeship.

### **Remuneration and Working Conditions**

The remuneration and working conditions of apprentices shall be in accordance with the scale set down in the Agreement of the National Council for the Thermal Insulation Contracting Industry.

### **National Joint Apprentice and Training Committee**

The scheme provided by this Agreement shall be supervised by a Joint Apprentice and Training Committee consisting of representatives of the Association and the Unions. The Chairman shall be elected by the members of the Committee from amongst their own number. Complaints and differences arising as a result of the operation of the scheme shall be referred to the Committee and if unresolved thereafter to the National Joint Council whose decision will be binding upon all parties concerned.

### **Register**

The Joint Apprentice and Training Committee will maintain a register of all apprentices indentured

Signed for the Thermal Insulation Contractor Association

RALPH BRADLEY

Signed for the General Municipal Boilermakers and  
Allied Trade Union

PHIL DAVIES

Signed for the Union Unite ( Transport and General Workers Section)

SCOTT FOLEY



# Certificate of Completion

of Apprenticeship

**This it certify that**

\_\_\_\_\_

has completed his apprenticeship as a Thermal Insulation Engineer in accordance with the terms and conditions of this Agreement and has now attained the status of a skilled Thermal Insulation Engineer.

Employer .....

National Joint Apprenticeship Committee for the Thermal Insulation Contracting Industry

Registrar .....

Date of Completion .....

Registration No .....

## EMPLOYMENT DATA

Commenced with .....  
.....  
.....

.....  
on ..... date

Transferred to.....

.....  
.....  
.....

on ..... date

Transferred to.....

.....  
.....  
.....

on ..... date

Transferred to.....

.....  
.....  
.....

on ..... date

Transferred to.....

on ..... date

Apprenticeship Agreement



## **SCHEDULE 'C'**

### **ASBESTOS REMOVAL**

**Not in Use**



## **SCHEDULE 'D'**

### **Asbestos Removal Certificate**

The Employers and Unions, through the National Joint Council for the Industry, have agreed to issue to every operative who has been appropriately trained for asbestos removal an Asbestos Removal Record Card (ARRC).

The purpose of the ARRC is to ensure that the training, as outlined in Appendix E of the National Agreement, has been recorded on the ACAD database and registered on their database of approved trained personnel. In addition the card provides dates of last medical date and next due date within 2 years.

The ACAD records will be safely maintained to cover those whose cards may have expired or have left the industry. Employers should refer to ACAD for validity of cards when employing new staff they have not trained.

Should the operative lose his ARRC, he must report this immediately to ACAD, on being satisfied that a genuine loss has occurred TICA will issue a replacement ARRC at a cost.



## **SCHEDULE 'E'**

### **ASBESTOS REMOVAL MODULAR TRAINING PROGRAMME**

**Training to be given in accordance with Chapter Four of the Asbestos: 'The Licence Contractors Guide HSE247'**



## TICA – APPENDIX ‘1’ (REVISION 44 WAGE SETTLEMENT FROM 1<sup>ST</sup> Jan 2011 to 31<sup>ST</sup> Dec 2011)

	<i>TIE</i>	<i>ASBESTOS REMOVAL</i> 92.5%	<i>LABOURER</i> 85%
% of TIE's Rate			
	£12.25	£11.33	£10.41
<b>Section 1 WAGES</b>			
<b>Section 6 TRAVELLING ALLOWANCES</b>	See over		
	£36.50 /day		
<i>Section 7 LODGING ALLOWANCES</i>			
	£116.52	£107.78	£99.05
<i>Section 8 ANNUAL HOLIDAYS (25 days)</i> 25 days annual holiday entitlement			
Weekly accrual rate (section 8.2a)	£61.98	£57.33	£52.68
<i>Section 10 OVERTIME</i> Base-Rate for all <u>worked</u> hours	£12.25	£11.33	£10.41
Overtime Calculator for <u>premium</u> hours up to and including week commencing 28 <sup>th</sup> March 2011	£11.03	£10.20	£9.38
Overtime calculator for premium hours from week commencing 04 <sup>th</sup> April 2011	£11.64	£10.77	£9.89
	£3.90		
<i>Section 16 TOOL ALLOWANCE</i>			

Current rates for Young persons apprenticeships (starting age 16-19 years of age)

<b>1<sup>st</sup> year</b>	<b>43%</b>	<b>£5.27</b>
<b>2<sup>nd</sup> year</b>	<b>63%</b>	<b>£7.71</b>
<b>3<sup>rd</sup> year</b>	<b>85%</b>	<b>£10.41</b>

Rates for Apprentices commencing between 20 & 23 birthday

<b>1<sup>st</sup> year</b>	<b>63%</b>	<b>£7.71</b>
<b>2<sup>nd</sup> year</b>	<b>85%</b>	<b>£10.41</b>
<b>3<sup>rd</sup> year</b>	<b>92.5%</b>	<b>£11.33</b>

Rates for Adult Apprentices commencing after their 23 birthday

<b>Grade 1</b>	<b>90%</b>	<b>£11.03 on successful completion of a six month probationary, moves to Grade 2</b>
<b>Grade 2</b>	<b>92.5%</b>	<b>£11.33 on completion of 1 years employment moves to grade 3</b>
<b>Grade 3</b>	<b>95%</b>	<b>£11.64 on completion of a minimum of 2 years training and NVQ 2 qualifies as a tradesperson</b>



<b>Section 6: Travelling Allowances</b> <b>All allowances per day worked as from 04<sup>th</sup> Jan 2011</b>		<b>TIE</b>	<b>Asbestos Remover</b>	<b>Labourer</b>	<b>1<sup>st</sup> Year</b>	<b>Apprentices 2<sup>nd</sup> Year</b>	<b>3<sup>rd</sup> Year</b>	<b>London Daily Allowances</b>
<b>0 – 5 miles</b>	<b>Taxable</b>	NIL	NIL	NIL	NIL	NIL	NIL	
	<b>Tax Free</b>	NIL	NIL	NIL	NIL	NIL	NIL	
	<b>Total</b>	NIL	NIL	NIL	NIL	NIL	NIL	<b>155</b>
<b>Over 5 – 10 miles</b>	<b>Taxable</b>	NIL	NIL	NIL	NIL	NIL	NIL	
	<b>Tax Free</b>	313	313	313	313	313	313	
	<b>Total</b>	313	313	313	313	313	313	<b>155</b>
<b>Over 10 – 15 miles</b>	<b>Taxable</b>	128	118	108	80	80	108	
	<b>Tax Free</b>	486	486	486	486	486	486	
	<b>Total</b>	614	604	594	566	566	594	<b>155</b>
<b>Over 15 – 20 miles</b>	<b>Taxable</b>	247	228	209	157	157	209	
	<b>Tax Free</b>	656	656	656	656	656	656	
	<b>Total</b>	903	884	865	813	813	865	<b>155</b>
<b>Over 20 – 25 miles</b>	<b>Taxable</b>	365	337	311	228	228	311	
	<b>Tax Free</b>	942	942	942	942	942	942	
	<b>Total</b>	1307	1279	1253	1170	1170	1253	<b>155</b>
<b>Over 25 – 30 miles</b>	<b>Taxable</b>	480	443	408	300	300	408	
	<b>Tax Free</b>	1445	1445	1445	1445	1445	1445	
	<b>Total</b>	1925	1888	1853	1745	1745	1853	<b>155</b>
<b>Over 30 – 35 miles</b>	<b>Taxable</b>	605	560	515	378	378	515	
	<b>Tax Free</b>	1752	1752	1752	1752	1752	1752	
	<b>Total</b>	2357	2312	2267	2130	2130	2267	<b>155</b>

**‘Tolls’ to be reimbursed at cost and not per person**

**All Tax Free Allowances are calculated from the RPI figures for travel taken from the October 2010 publication**



## APPENDIX 2

### WELFARE BENEFITS

Provisions in relation to the payments of the welfare Benefits are contained **in the *Thermal Insulation Contracting Industry Welfare Benefits Scheme Supplement to the National Agreement***

	<b>Up to and including 64 yrs of age</b>	<b>65yrs to 74 yrs of age</b>
<b>DEATH BENEFIT</b>		
From accidental or natural causes	£25,000	<b>£25,000</b>
<b>WEEKLY SICK PAY</b> Payable from the 8 <sup>th</sup> day of the incapacity from work for a maximum period for any one claim of 52 weeks.	£90.00/week (week 1 to week 26)  £80.00/week (week 27 to week52)	<b>£90.00/week (week 1 to week 26  £80.00/week (week 27 to week 52)</b>
<b>PERMANENT TOTAL DISABILITY BENEFIT</b> As a result of permanent and total disablement from any form of gainful occupation.	<b>£10,000</b> As a result of permanent and total disablement from any form of gainful occupation	<b>£10,000</b> As a result of permanent and total disablement from any form of gainful occupation. <i>Payable only if disablement is as result of an accident at work or while travelling to and from work.</i>
<b>ACCIDENTAL DISMEMBERMENT</b> Following loss of:		
Sight in one eye	£5,000	<b>£5,000</b>
Sight in both eyes	£10,000	<b>£10,000</b>
A limb, eg. hand ,foot, arm or leg	£5,000	<b>£5,000</b>
Multiple loss, eg. one arm and one leg or two legs, etc.	£10,000	<b>£10,000</b>
Big toe	£350	<b>£350</b>
Any other toe	£100	<b>£100</b>
Thumb or 4 fingers	£2,000	<b>£2,000</b>
Index finger	£1,000	<b>£1,000</b>
Any other finger	£200	<b>£200</b>



## APPENDIX 3

### **Memorandum of Understanding for the recruitment of foreign workers by members of the TICA**

The following was agreed at a meeting of the National Joint Council of the TICI at a meeting held at the offices of the NJCECI, Walmar House, London on the 30<sup>th</sup> October, 2008

a) When recruiting or deploying existing employees, being members of signatory trades unions, from whatsoever source, employers have the right to select whomsoever they consider to be the most suitable for the task.

**b) In practice when, recruiting, contractors will give due regard to the recruitment in this first instance, of local labour (defined as those who are normally resident within daily travelling distance)**

Those who are recruited from outside the ranks of formally qualified personnel, will be required to undertake a skills test

The employers within TICA and the Trade Unions recognise that there is a short fall of available skilled labour to cover the requirements of ongoing projects. To accommodate this shortfall it is accepted that operatives who do not possess a formal qualification in Thermal Insulation i.e. those who cannot demonstrate a recognised apprenticeship or TICA registration, may be utilised.

In accepting this position it is agreed that all measures will be taken to attempt to ensure full employment of available Tie's holding formal qualifications.

#### **Test details:**

Consists of a series of tests to proof the skills of the individual being tested, these shall consist of the cutting and fitting of bends, elbows and tee pieces from phenolic material to simulate the insulation for a 'Cold' specification i.e. no visual gaps in the joints of the cut insulation.

On completion of the insulation work to the satisfaction of the assessor, prefabricated metal cladding is to be fitted to the bend and elbow.

During the process of the test the assessor will complete a record sheet of each test completed, marking the record sheet with:

- Name of individual being tested
- Copy of photograph of the individual
- Unique TICA reference number
- Pass or failure of the test



The record sheet will then be passed to the employer for their records with a copy being held by the TICA and filled in numerical order. The TICA will also keep an electronic data base of all tests completed

In order to ensure continuity it is agreed that all testing will be carried out under the management of TICA at a suitable location. The Trades Unions will be given the opportunity to observe the skills test.

### **Redundancy Selection**

Will be in accordance with the employers guidelines which should meet the statutory regulations covering redundancy, where an employer is proposing to base selection for redundancy on individual employee's performance, it will be in accordance with a matrix of factors, the employer should take reasonable steps to demonstrate the selection criteria and weighted values are objective and or verifiable, the matrix may include but not necessarily be limited to the following:

Attendance; timekeeping; discipline record; Skills relevant to the job; qualifications and training; measurable qualities; health & safety



## APPENDIX 4

### Working Time 'Opt Out' Form

.....  
<Name of employee>

<Address>

I agree that I may work for more than an average of 48 hours a week. If I change my mind I will give the Company a minimum of seven days' written notice to end this agreement.

This agreement takes effect immediately and will continue indefinitely.

Signed: .....

<Name>: .....

Date: .....

.....

(We would advise the following note is appended to the above form)

#### 48 hour "Opt out" supporting notes

Under the Working Time Regulations 1998 workers cannot lawfully be required to work more than an average of 48 hours a week, calculated over a 17-week reference period (extended to 26 weeks or 52 weeks in certain circumstances). Workers may, however, agree to work more than an average of 48 hours a week, so long as they do so voluntarily and the agreement is in writing.

The opt-out agreement may relate to a specific period or apply indefinitely. Subject to any provision in the agreement providing for a different period of notice, it will be terminable by the worker giving not less than seven days' written notice to the employer.

The employer is required to keep an up-to-date record of all workers who have opted out of the 48-hour average. Since the coming into force of the Working Time Regulations 1999 it is, however, no longer required to keep records of the actual hours worked by those who have opted out.

The decision to opt out of the 48-hour week is one for individual workers to make. No pressure to opt out should be exerted on workers, and they should not be penalised, victimised, disciplined, dismissed, selected for redundancy or subjected to any other detriment for refusing to sign an opt-out agreement.