

4. MAJOR PROJECTS MECHANICAL AND ELECTRICAL AGREEMENT

4.1 INTRODUCTION

- 4.1.1 In recognition of the increasing convergence between the Mechanical and Electrical (M&E) disciplines on Major Projects, the Parties have agreed to introduce a single Major Projects Agreement (MPA) for such projects. The MPA complements the current collective agreements for each discipline.
- 4.1.2 The Parties continue to support the current agreements but recognise that Major Projects have particular requirements which are addressed by the introduction of this Major Projects Agreement. The provisions of the MPA shall apply on any matter not covered by the appropriate collective agreement of which this MPA is an Appendix. On matters where both agreements contain provisions then the provisions in the MPA shall take precedence.
- 4.1.3 This Agreement will apply to those projects which are Designated by the Major Projects Agreement Forum. Designated Projects will normally be very large projects which include a significant Mechanical and/or Electrical element.
- 4.1.4 This Agreement is intended to lead to the achievement of the following Key Objectives:
- Improvements in the performance and productivity of the Mechanical and Electrical disciplines;
 - A radical and progressive overhaul of industrial relations on Major Projects.
- 4.1.5 The Agreement recognises the significant changes which have taken place in the construction process, particularly in the procurement, design, manufacture and installation of M&E systems. The Agreement is intended to lead to beneficial change for all stakeholders and to a new industrial relations culture on Major Projects.

4.2 OBJECTIVES OF THE AGREEMENT

- 4.2.1 In addition to the Key Objectives set out in Section 1, the Parties are also committed to the following objectives:
- The completion of each project to time and within budget;
 - The principles and practical application of Integrated Team Working, Quality and Competence;
 - The use of appropriate joint work planning activities, in the interests of effective and efficient working;
 - Terms and conditions of employment which reflect and reward the achievement of high productivity by employees;
 - Harmonious industrial relations across each project, supported by effective consultation and two way communication and programmes to support the motivation and involvement of each employee;
 - The training and development of each employee in accordance with the needs of the project. Such training may include:
 - Safety
 - Induction
 - Teamworking
 - Productivity

- Apprentice training
- Adult training to agreed standards

4.3 PARTIES TO THE AGREEMENT

- Amicus (MSF Section) } now Unite the Union
- The Association of Plumbing and Heating Contractors
- The Electrical Contractors' Association
- The Heating and Ventilating Contractors' Association
- SELECT

Note: Hereafter all references to the Union are to Unite the Union.

•Amicus(AEEUSection)

4.5 SCOPE OF THE AGREEMENT

4.4.1 The scope of the Agreement comprises the Mechanical and Electrical activities on Designated Projects within the Building Services Engineering Industry, including Industrial, Commercial, Infrastructure, Transport and other appropriate projects within England, Scotland, Northern Ireland, Wales, the Channel Islands and the Isle of Man.

4.4.2 Work which is within scope on Designated Projects includes:

- All forms of electrical, electronic, instrumentation and environmental installations, equipment, appliances and ancillary plant activities;
- All forms of heating, ventilating, air conditioning, piping and mechanical engineering, including installation of gas pipework, all forms of boilers (including oil-fired boilers), sprinkler and fire protection installations, heated ceilings and ductwork erection;
- All plumbing and associated activities.

4.4.3 Work which is excluded from the scope of the Agreement includes:

- All projects which are not Designated;
- Activities which are within scope of other Agreements, eg The National Agreement for the Engineering Construction Industry;
- Activities which are undertaken by the Client or his contractors under alternative arrangements;
- All specialist suppliers whose core terms and conditions are no less favourable than those provided by the core terms and conditions of this Agreement;
- All repair, maintenance and facilities management activities.

4.4.4 Supplementary Project Agreements may provide further details of specific exclusions on a project.

4.5 MAJOR PROJECTS AGREEMENT FORUM

The Parties will nominate representatives to a Major Projects Agreement Forum. The Forum will comprise representatives from Unite the Union and the Associations. The Objectives, Constitution and Terms of Reference of the Forum are set out in Appendix 1.

4.6 DESIGNATION OF PROJECTS

- 4.6.1 The Major Projects Agreement Forum will be responsible for the Designation of Major Projects.
- 4.6.2 The factors to be taken into account by the Forum in deciding whether a project should be Designated shall include:
- The views of the Client;
 - The nature, technical complexity, size, anticipated manpower, contractor interfaces and value of the project;
 - The planned duration of the site-based construction and installation aspects of the project;
 - The need to ensure industrial relations stability;
 - The significance of any industrial relations issues likely to arise on the project in relation to other projects, or to the Industry generally;
 - The location of the project and its anticipated effect on other projects and on the labour market in the vicinity.
- 4.6.3 The involvement and engagement of the Client is seen as crucial to the Designation process and will be positively sought.
- 4.6.4 Projects will not be Designated retrospectively after contracts have been let.
- 4.6.5 Further information on the Designation process is set out in Appendix 1.
- 4.6.6 As work on a Designated Project nears completion, the Parties to the Supplementary Project Agreement will review the need to terminate the Project Agreement and formally remove Designated status. The Parties will consult the Client before seeking the approval of the Major Projects Agreement Forum. Three months' notice of termination will normally be given.

4.7 SUPPLEMENTARY PROJECT AGREEMENTS

- 4.7.1 A Supplementary Project Agreement will be drawn up by the Contractors, appropriate Local Trade Union Full Time Officials and the Designated Representative for each Designated Project. The proposed Agreement will be subject to approval by the Major Projects Agreement Forum before its implementation.
- 4.7.2 Supplementary Project Agreements will take account of all the core elements of the Major Projects Agreement but will address the specific needs of individual projects.
- 4.7.3 Each Supplementary Project Agreement may describe, as appropriate, the particular requirements of the Project in the following respects:
- The nature and significance of the Project;
 - The format of the project – specific arrangements for the control of industrial relations. Such arrangements will reflect the nature and needs of each project, including agreed provision for regular meetings between the Employers and the Trade Union;
 - Working hours, meal and tea breaks, clocking arrangements, overtime and shift working;
 - The site facilities and lay-out, with the objective of maximising productive time by the use of effective logistics, planning and resourcing;

- Joint arrangements for the utilisation of employment resources;
- The application of the arrangements for Performance and Productivity set out in Section 4.9 of the Agreement;
- The agreed application of IntegratedTeam Working, as set out in Section 4.11 of the Agreement;
- Other arrangements for training, including apprentice training;
- Trade Union facilities and arrangements for consultation and communication with members;
- Arrangements for the effective induction of each new employee on the project, including the facility for a Trade Union presentation by the Designated Representative or FullTime Official;
- Arrangements for communicating to employees on progress and working jointly to maximise productivity;
- Health and Safety procedures, facilities and the arrangements for Safety Committees;
- The Project policy and procedures on Drugs and Alcohol;
- The application of joint work planning activities in the interests of effective and efficient working;
- Arrangements for periodic leave and any lodging arrangements;
- Arrangements for payment of wages;
- Specific arrangements for holidays, including public holidays;
- Redundancy procedures;
- Equal Opportunities;
- The arrangements for compliance auditing;
- Security and search procedures on the project;
- Any other issues which are specific to the project and need to be addressed by the Supplementary Project Agreement, for example, any planning consent terms which may have an impact on the project, environmental considerations etc.

4.7.5 The Supplementary Project Agreement will be issued to all employees before they commence work on a project and will be incorporated into their contracts of employment.

4.8 STANDARD RATES OF PAY

The standard rates of pay on Designated Projects will be those which are prescribed by the appropriate National Agreement – ie the HVCA, JIB, JIB for PMES and SJIB Agreements.

4.9 PERFORMANCE AND PRODUCTIVITY

General Principles

4.9.1 A fundamental objective of the Major Projects Agreement is to improve performance and productivity on Major Projects within the Building Services Engineering Industry.

4.9.2 The Parties support the following principles on Designated Projects as key to the achievement of enhanced performance and productivity:

- The effective planning and organisation of work by the employer and employees, including the use of joint work planning;
- The optimisation of the layout, facilities and logistics of movement of employees on the project;
- The planning and achievement of a continuity of work flow;
- The deployment of the appropriate number of employees with the appropriate mix of skills;
- The effective application of Integrated Team Working, as set out in Section 4.11;
- The training and deployment of effective Supervisors and Team Leaders;
- The provision and use of appropriate plant, tools and equipment;
- The adoption and communication of appropriate standards of quality and safety;
- Performance will also be assessed against specific Key Performance Indicators, as follows:
 - The achievement of quality standards and the minimisation of re-working;
 - The achievement of the highest possible standards of health and safety and the elimination or minimisation of time lost due to accidents or work-related sickness absence;
 - Adherence to the Collective Disputes Procedure;
 - Maximising productive working time by the achievement of the highest standards of timekeeping and attendance;
 - The maximum utilisation of time available for productive working by the use of effective logistics, planning and resourcing. Employees will change into working clothes before clocking in at the start of the working day or shift and clock out before changing out of working clothes at the end of the working day or shift;
 - The effective application of tea and meal breaks consistent with optimising working time, including the timing and location of such breaks. The timing and logistics of the tea break will be managed and agreed between the Parties locally;
 - Other initiatives identified by the Parties from time to time.

Major Project Performance Payment (MPPP)

4.9.3 The Parties have devised the Major Project Performance Payment Scheme (MPPP) to provide an opportunity for enhanced performance and productivity by Employees to be rewarded by the Employer.

4.9.4 The Major Project Performance Payment Scheme will operate in accordance with the following principles:

- Employees are expected to achieve a sustained level of productivity, equating to the potential output of an experienced and competent employee working within the required standards of quality and accuracy. This definition is described as Normal Motivated Performance (NMP) within the MPPP Scheme.

- Performance and productivity will be measured regularly by the Employer, using all appropriate measurement systems.

4.9.6 Full details of the MPPP Scheme on each Project will be included within the Supplementary Project Agreement and information about the application of the scheme will form part of the Project Induction.

4.9.7 If the required levels of performance regularly or significantly fall below NMP, an urgent joint investigation of the circumstances will be undertaken to establish the facts and make recommendations. The Supplementary Project Agreement will include details of the arrangements for such investigations. If, after the investigation and the application of any recommendations, NMP is not achieved, the Employer will reduce or remove the MPPP.

4.9.8 National or London Major Performance Payments apply.

4.9.9 The MPPP payments – which are paid for each hour worked but do not attract premium time payments – are set out in Appendix 2.

Incentive Bonus Schemes

4.9.10 The Parties support the introduction of the Major Project Performance Payment Scheme as an innovative and key part of the Agreement. However, they recognise that Measured Incentive Bonus Schemes may also be used as an alternative to the MPPP, subject to the following conditions:

- That the Parties to the Supplementary Project Agreement may agree to the introduction of Incentive Bonus Schemes as an agreed alternative. The basic principles of such schemes should be included within the Supplementary Project Agreement. Where a scheme is already agreed between the Employer and the Trade Union, it should be sufficient to cross-refer to the terms of the scheme;
- Schemes will use pre-determined norms, preferably work measured, or other measured targets to set productivity standards;
- Schemes will incorporate Normal Motivated Performance, as defined within the MPPP Scheme. Normal Motivated Performance will be rewarded at the same level as defined within the MPPP Scheme;
- Information about Incentive Bonus Schemes will form part of the Project Induction.

4.10 HOURS OF WORK AND OVERTIME

4.10.1 The standard working hours on Designated Projects shall be 38 hours a week.

4.10.2 The actual working hours will be determined by the needs of the project and will be included in the Supplementary Project Agreement and covered during the Induction process. Consideration will be given to the advantages of flexibility in the actual working hours and working patterns on specific projects.

4.10.3 Every effort will be made to ensure that overtime is managed and allocated effectively and reasonably.

4.10.4 The derogations from the WorkingTime Regulations 1998 within the HVCA, JIB, JIB for PMES and SJIB Agreements will also apply on Designated Projects.

4.11 INTEGRATED TEAM WORKING

4.11.1 The Agreement is intended to lead to improvements in the performance and productivity of the Mechanical and Electrical disciplines on Designated Projects. Integrated Team Working will be introduced on each Designated Project to support the achievement of this objective.

4.11.2 The principle of Integrated Team Working is the optimisation and utilisation of the skills of the M&E trades working together to improve performance and productivity. Each Designated Project will introduce Integrated Team Working in a way which suits the requirements of the Project and the results of local site experience will be assessed as the basis of introducing the concept more widely.

4.11.3 Integrated Team Working on each project will operate within the following guidelines:

- Integrated Teams of M&E trades will be established. Such Teams will include a Team Leader and skilled craftsmen from the heating and ventilating, electrical and plumbing disciplines. Adult trainees and apprentices from each discipline may be deployed to work within the Team.
- The compilation of skills within the Integrated Teams will be agreed between the parties locally. There is nothing in this Major Projects Agreement which in any way amends the provisions of the S/JIB Agreements relating to the existing S/JIB grading structure and process.
- Each Team will be empowered to plan and execute work as effectively and efficiently as possible by using all the skills and competence within the Team, including operational flexibility within the competence level of each Team Member.
- Training will be provided as necessary to Team Members in Integrated Team Working. Such training may include the development of overlapping skills. The Team Leader and Team Members will be responsible for the identification of training needs and the employer will be responsible for addressing such needs.
- Where substantial training needs are identified, a Training Plan may be devised. Training Plans will include:
 - The definition of the training needs;
 - The identification of the training programme designed to address the training needs;
 - The source of funding required to deliver training;
 - The standards to which training will be delivered;
 - The method of evaluation which will be used to assess the effectiveness of the training activity.
- As a project develops, there may be a need to adjust the composition of the Integrated Work Teams as workfaces change and the project's needs develop.
- The Redundancy Procedures developed within each Supplementary Project Agreement should include a reference to the application of redundancy procedures and redundancy selection where individuals form part of an Integrated Work Team.
- The parties to each Supplementary Project Agreement (SPA) will be responsible for setting up and reviewing Integrated Team Working on the project. The Major Projects Agreement Forum will receive regular reports from the parties to the SPA on the progress of each development programme, any issues which have arisen and the steps which have been taken by the parties to resolve them.

4.12 UTILISATION OF LABOUR RESOURCES

4.12.1 It is the intention of the Parties that this Agreement commits employers and bona-fide subcontractors to the employment of a directly employed workforce.

- 4.12.2 The interests of strategic Major Projects are best served by establishing stable industrial relations and a progressive and inclusive approach to the development of a workforce which must have directly employed status and prohibiting bogus individual self employment.
- 4.12.3 The ethos of direct employment is essential to the development of positive industrial relations and improved performance within the mechanical and electrical engineering sector.
- 4.12.4 If unavoidable circumstances occur and, despite the best endeavours of an employer, "top up labour" is required, then any such labour provided by an agency must also be of directly employed status and must not be of an individual self employed basis.
- 4.12.5 Any such arrangement must be agreed by the Parties locally and notified to the Forum and any subcontractor or agency must operate within the ethos and scope of the appropriate rules of the substantive agreement of which this Major Projects Agreement is an Appendix.

4.13 HEALTH AND SAFETY

- 4.13.1 The primary importance of Health and Safety is recognised within the Agreement. The Parties will work to achieve the highest standards of Health and Safety and to apply the principles of continuous improvement, with the objective of minimising and ultimately eliminating all accidents and causes of ill health at work.
- 4.13.2 Employers will give every encouragement to the appointment and accreditation of Trade Union Safety Representatives on Designated Projects and will facilitate their release for Unite the Union training courses and other appropriate health and safety training activities and programmes.
- 4.13.3 The parties on each Designated Project will wish to review the Health and Safety Plan for Construction, which is required under the Construction (Design and Management) Regulations 1994.
- 4.13.4 The Parties are committed to compliance with all legal obligations on Designated Projects and to the development of specific processes and practices which are designed to enhance health and safety performance on such projects. The processes and practices which apply on each project will be set out within the Supplementary Project Agreement. Examples include:
- Effective Safety Induction Training;
 - The appointment and effective use of accredited Safety Representatives, Safety Committees, and, where agreed, a Project Safety Committee;
 - The use of effective safety awareness schemes;
 - Recognition of established industry personnel registration schemes and health and safety assessment programmes;
 - The day-to-day communication of health and safety information to employees, eg tool box talks;
 - The identification of any special health and safety issues on a project and the introduction of measures to address them.

4.14 PAYMENT OF WAGES

Employees engaged on a Designated Project will normally be paid weekly by credit transfer. Employees of a specific contractor may be paid monthly or fortnightly or every four weeks by credit transfer if such a payment interval has been agreed and included in their contracts of employment.

4.15 EFFICIENT USE OF WORKING TIME

As set out in Section 4.7, each Supplementary Project Agreement will define the arrangements which will be used to make efficient use of working time, including arrangements which may include the provision that employees will change before clocking on at the start of the working period and clocking off before changing at the end of the working period. All site facilities, including car parks, clocking stations, tea and meal facilities and toilets will be located to maximise productive time.

4.16 THE RESOLUTION OF COLLECTIVE DISPUTES

- 4.16.1 The Parties are committed to the effective operation of the Disputes Procedure and will work together in partnership, accepting that they have a common interest in promoting industrial harmony and changing the traditional culture of the Industry.
- 4.16.2 If a collective dispute arises on a Designated Project, it will be handled in accordance with this procedure rather than in accordance with the procedure set out in the relevant industry collective agreement.
- 4.16.3 Unite the Union is committed to no industrial action being countenanced or undertaken without entering into and completing the Disputes Procedure. The Associations are committed to ensuring that contractors use the Disputes Procedure effectively to resolve issues arising.
- 4.16.4 Every effort will be made to resolve issues at the earliest possible stage of the Disputes Procedure.

Stage 1 – Domestic Stages

- 4.16.5 Any collective matter arising should be taken up by the employees concerned, or by their local representative, with the management representatives on site.
- 4.16.6 If the matter is not resolved, it may be referred to the Designated Representative for further discussion with the management representative on site, in conjunction with the employees concerned or their local representative.
- 4.16.7 If the matter remains unresolved, it may be referred to the Local Unite the Union Full Time Officer.

Stage 2 – Full Time Officer

- 4.16.8 Where a matter has been referred to the appropriate Full Time Officer, the Officer may raise the issue with Senior Company Management. Alternatively, a Full Time Trade Union Officer may raise pertinent matters direct with Senior Management.
- 4.16.9 A meeting will be arranged within two weeks to formally deal with the matter at FTO and Senior Management level. The matter in question will be set out in writing as soon as possible, and in any event before the meeting takes place.

Stage 3 – Stage 3 Meeting

- 4.16.10 If agreement cannot be reached at Stage 2, the matter will be referred to a Stage 3 meeting. The Stage 3 meeting will take place within two weeks of the receipt of the reference from Stage 2. The reference from Stage 2 will include a full set of minutes.
- 4.16.11 The Parties to the Supplementary Project Agreement (SPA) will agree the procedure for Stage 3 meetings on the project and these will be included within the SPA. This procedure may distinguish between single employer and multi-employer references.
- 4.16.12 The Parties must ensure that every effort is made to achieve an agreement at Stage 3 following a reference from Stage 2. The assistance of the signatory Employer Associations will be available to the Employer(s) and the Trade Union's resources will

be available to the Trade Union. The Secretary will provide secretarial and administrative support to Stage 3 meetings.

Stage 4 – The Major Projects Agreement Forum

4.16.13 If agreement cannot be reached at Stage 3, the matter will be referred to the Major Projects Agreement Forum. The Forum may establish a Panel to consider the issue. The Forum (or its Panel) will consider the matter within two weeks of the receipt of the reference from Stage 3.

4.16.14 The Major Projects Agreement Forum has produced Procedural Rules for the conduct of Panel hearings, which are set out in Appendix 4. The Terms of Reference for each Panel hearing will be agreed by the Secretary with the parties and issued to Panel Members at least seven days prior to the Panel hearing.

4.16.15 The Parties accept that a decision reached by a Stage 4 Panel will be honoured by both Parties. There is no right of further appeal.

4.17 INDIVIDUAL GRIEVANCES AND DISCIPLINARY ISSUES

4.17.1 Where an industry agreement provides a grievance procedure, such employees on a Designated Project will be covered by this procedure. Employees not covered by such an industry procedure will be covered by an appropriate Company procedure.

4.17.2 Where an industry agreement provides a disciplinary procedure, such employees on a Designated Project will be covered by this procedure. Employees not covered by such an industry procedure will be covered by an appropriate Company procedure.

4.18 EQUAL OPPORTUNITIES

4.18.1 The Parties believe that the objectives of this Agreement are most likely to be achieved by employers who are committed to the principle of equal opportunities for all employees and job applicants.

4.18.2 Further details of policies and procedures on Equal Opportunities may be included in Supplementary Project Agreements.

4.19 TRADE UNION MEMBERSHIP

4.19.1 All employers in scope of this agreement will make every effort to encourage the highest possible levels of Trade Union membership.

4.19.2 All employees will be given the opportunity to complete a Trade Union membership form at induction and there will be a facility for a Trade Union presentation during induction, which will include the benefits of joining and retaining Trade Union membership.

4.19.3 A check-off facility will be made available for employees in a signatory section of Unite the Union on Designated Projects.

4.19.4 The local Full Time Trade Union Officer will be informed of the manpower levels on a regular basis.

4.20 DESIGNATED REPRESENTATIVES

4.20.1 A Designated Representative or Representatives will be appointed on each Designated Project.

4.20.2 The Parties will establish an in depth training programme for Designated Representatives. The programme will be developed and administered by the Trade Union and will be fully supported by the Employers. A panel of "Potential Designated Representatives" will be established and placed on the training programme and time off with appropriate pay will be granted by the Employers.

- 4.20.3 The Trade Union Co-ordinator of this Agreement will submit the CV and background description of the individual(s) representing the Union to the appropriate employer as the Project Designated Representative.
- 4.20.4 Subject to agreement being reached between Unite the Union and the Employers the Designated Representative(s) will be placed by the employer appropriately to the project.
- 4.20.5 The Designated Representative, in addition to his responsibilities to his employer, will report to the local Unite the Union FullTime Officer and will:
- Be an employee on the Project working to the terms of the Major Projects M&E Agreement;
 - Have been employed for at least 5 years in the Building Services Engineering Industry;
 - Have substantial experience as an accredited Trade Union representative;
 - Hold an appropriate recognised Industry personnel registration scheme card;
 - Strictly support the application of the procedures on the Project by each Trade Union Representative;
 - Uphold the Procedure for the Resolution of Collective Disputes and endeavour to resolve any collective matter arising.
- 4.20.6 The Designated Representative(s) will be allowed appropriate time away from normal craft duties to carry out the role of the Designated Representative, which shall be in co-operation with Management to:
- Develop a harmonious and safe working environment on the project;
 - Develop on the project, as appropriate and in co-operation with management, an environment of social partnership;
 - Promote the understanding and ethos of the Agreement and compliance with its procedures and the upholding of and adherence to the Agreement by all Parties;
 - Ensure the maximum take-up and compliance with Trade Union membership;
 - Co-ordinate the activities of all shop steward activity on the project in consultation with Management;
 - Ensure effective liaison with the local and appropriate Unite the Union Full Time Official(s);
 - Promote industrial relations harmony and the avoidance of recourse to unofficial actions;
 - Work to promote accurate and effective communications between the Parties on all appropriate issues;
 - Develop the Trade Union role with all employees in site inductions.
- 4.20.7 The Employers shall provide Designated Representatives and shop stewards with the necessary facilities, working environment, communications and protection for them to carry out their union duties and activities within an ethos of "Respect for People".
- 4.20.8 Designated Representatives will have the rights of an accredited Trade Union representative but will remain an employee of their contractor and will continue to work as an employee. Agreed arrangements will be established on site to ensure that the Designated Representative is able to discharge his/her duties in this capacity whilst avoiding undue disruption of his/her duties as an employee.

- 4.20.9 Designated Representatives, whilst employed by a contractor on site, are under the control and authority of the Union in respect of their Trade Union duties and activities and must act in accordance with instructions given. Any Designated Representative not upholding the principles of this Agreement or acting in a manner which fails to uphold effective and reasonable industrial relations will be reported to the Union and, if complaints are proven correct, may have his/her appointment terminated.

4.21 OTHER TRADE UNION REPRESENTATIVES

- 4.21.1 A structure of trade union training will be introduced to give Trade Union representatives (shop stewards) new rights and responsibilities. Trade Union representatives will:

- Have been employed for at least two years in the Building Services Engineering Industry;
- Be a craft employee of a contractor on the Project working to the terms of the Major Projects Agreement and have been employed for at least four weeks by the contractor on the Designated Project;
- Hold an appropriate recognised Industry personnel registration scheme card;
- Only represent the employees of his/her employer;
- Strictly adhere to the procedures on a Designated Project;
- Maintain an effective flow of communication between the workforce, management and the Designated Representative or in the absence of a Designated Representative, to the local Unite the Union FullTime Officer;
- Positively enter into the agreed channels of dialogue and productivity aims and targets on the project and assist in facilitating the most positive response possible;
- Give all necessary co-operation and information to both the Major Projects Agreement Forum and the Designated Representative (where appointed) or in the absence of the Designated Representative, to the local Full Time Officer to ensure project stability and productive performance aims and targets are met.

- 4.21.2 Only Trade Union representatives who have completed the recognised Training Courses to the Union's satisfaction will be credentialed under the agreement. The Union will notify the name of each accredited Trade Union representative to the employer's representative on the project, in writing.

- 4.21.3 If a Trade Union representative is elected and has not completed a course every endeavour will be made to place the representative on the next available course.

- 4.21.4 The Employers will in return:

- Make sure each Designated project has a Trade Union representative (where available) on it;
- Provide all reasonable office facilities and administrative support to the representative in accordance with good practice codes;
- Agree full earnings protection for the project activity of the representative;
- Provide appropriate meeting facilities;
- Ensure effective channels of communication and information between management and the representative and workforce;
- Recognise the importance of the promotion of the partnership concept and promote Joint Supervisor and Trade Union representative training courses.

4.21.5 The APHC, ECA, HVCA, SELECT, and Unite the Union Education Department will facilitate the courses.

4.22 FULL TIME OFFICIALS

4.22.1 A Full Time Official of the Union, subject to presenting himself to a nominated Senior Manager on a project, will be given access to the site and the workforce to both carry out his duties and ensure compliance with the Agreement.

4.22.2 The Official will make an appointment/or arrangement where appropriate, prior to visiting the site.

4.22.3 The local Full Time Official will be provided with all necessary information required regarding the project to ensure compliance with the Major Projects Agreement and the Supplementary Project Agreement and to promote harmonious industrial relations.

4.23 PENSIONS

4.23.1 The Parties support the principle of pension scheme membership for employees on Designated Projects and across the Building Services Engineering Industry as a whole.

4.23.2 Appropriate pension schemes will be supported by the Parties and promoted on Designated Projects.

4.24 INTRODUCTION, DURATION AND REVIEW OF THE AGREEMENT

4.24.1 The Major Projects Agreement came into effect on 6th February 2003.

4.24.2 The Agreement shall not apply to work on contracts for which the Employer has tendered before the effective date of this Agreement, except where agreed by the Employer and the Parties hereto, and on the instruction of the Client.

4.24.3 The operation of this Agreement will be subject to a joint review by the Parties two years after its coming into effect and at other intervals as may be agreed by the Parties.

4.24.4 If either Party wishes to terminate the Agreement, or any signatory body wishes to withdraw from the Agreement, 12 months' notice must be given.

4.25 SIGNATORY PARTIES

For the Trade Union

Unite the Union

For the Employers' Associations

The Electrical Contractors' Association.....

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The Heating and Ventilating Contractors' Association

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SELECT.....

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APPENDIX 1

THE OBJECTIVES, CONSTITUTION AND TERMS OF REFERENCE OF THE MAJOR PROJECTS AGREEMENT FORUM

Establishment

The Parties to the Major Projects Agreement (the Agreement) have agreed to establish the Major Projects Agreement Forum (the Forum). The Forum was established on 3rd July 2003.

Objectives

The principal objectives of the Forum are:

- To Designate Projects under the terms of the Agreement;
- To regulate, apply and interpret the provisions of the Agreement;
- To approve Supplementary Project Agreements through which the requirements of the MPA are delivered and acted upon;
- To provide appropriate support to the Parties to Supplementary Project Agreements;
- To provide the final Industry stage of the Collective Disputes Procedure;
- To negotiate changes and amendments to the Agreement;
- To promote the Agreement, particularly to current and future Clients;
- To develop the Agreement to meet the changing needs of the Building Services Engineering Industry on Major Projects.

CONSTITUTION OF THE MAJOR PROJECTS AGREEMENT FORUM

Membership

The Forum comprises representatives of the Parties. The Employer Associations constitute the Employers' side of the Forum and the Trade Union constitutes the Trade Union side of the Forum. An independent Chairman will be appointed by agreement of the two sides of the Forum. Each of the signatory Employer Associations is entitled to nominate members and the Trade Union is entitled to nominate members up to the total number of Employer side members. An Employer Association which is subject to a treaty arrangement within the Agreement is entitled to send a representative to attend meetings of the Forum in an observer capacity.

Designation of Projects

It is critical that projects are Designated before Mechanical and Electrical contracts are awarded, so that the commercial aspects of Designation may be taken into account by tendering contractors. The Forum will seek to identify potential Designated projects from an early stage to ensure that prospective contractors can anticipate the possibility of the award of Designated status to such projects.

The Forum will monitor the development of such projects and will consider at an appropriate stage a decision on Designation. The Forum will communicate decisions on Designation in time to allow tendering contractors to take account of such decisions when tendering.

Auditing of Projects

The Forum will arrange for appropriate compliance auditing arrangements to be set up on each Designated project. Such auditing may vary in accordance with the needs of the project and any requirements of the Client and will be defined within the Supplementary Project

Agreement. Audit reports must be impartial and provide an independent assessment in a format to be agreed by the Parties. Reports will be provided to the Parties to the project-specific arrangements for the control of industrial relations and to the Major Projects Agreement Forum.

Administration

The Trade Union Side and the Employers' Side will each appoint a Co-ordinator. The Co-ordinators will be the primary point of contact for their sides and will act as the spokesmen of the Parties.

The Forum will appoint a Secretary, who will be responsible for discharging the administrative needs of the Forum, including the agreement of meeting dates and venues, the preparation and distribution of the agendas and minutes of meetings and associated activities.

Decisions of the Forum

The Forum will make decisions by agreement between the two sides, using the principle of consensus. The Chairman will encourage the two sides to reach agreement by consensus.

Meetings of the Forum

The Forum will meet at least four times each year. Special meetings may be called at the Chairman's discretion by request of either or both sides. Since the Forum will make decisions by agreement of the Parties, there is no requirement for a quorum but the Chairman is obliged to ensure that each side is adequately represented.

APPENDIX 2

NATIONAL MAJOR PROJECT PERFORMANCE PAYMENT (Section 9.8)

Grade	Payment
Skilled Craftsman and higher grades ¹	£2.20
Electrical Improver ²	£1.98
Senior Graded Electrical Trainee ²	£1.98
Labourer ²	£1.76
Adult Trainee ^{2, 3}	£1.76
Mate (over 18) ³	£1.76
Senior Modern Apprentice ³	£1.76
Stage 4 Apprentice ^{2, 4}	£1.76
Stage 3 Apprentice ^{2, 4}	£1.65
Mate (17-18) ³	£1.32
Stage 2 Apprentice ^{2, 4}	£1.21
Intermediate Modern Apprentice ³	£1.21
Stage 1 Apprentice ^{2, 4}	£0.88
Mate (under 17) ³	£0.88
Junior Modern Apprentice ³	£0.88

The National Payment applies to Designated Projects outside the M25 orbital motorway (Section 9.7).

- 1 Includes JIB/SJIB Technicians, Approved Electricians and Electricians, HVCA Foremen, Senior Craftsmen, Craftsmen and Installers and JIB-PMES Craftsmen and Installers
- 2 JIB/SJIB grades
- 3 HVCA grades
- 4 Applies to JIB – PMES apprentices

APPENDIX 3
MAJOR PROJECT PERFORMANCE PAYMENT
WITHIN M25 MOTORWAY 2005 – 2007 (Section 9.8)

Grade	From 31-1-05	From 1-2-06	From 1-2-07
Skilled Craftsman and higher grades ¹	£3.25	£3.40	£3.57
Electrical Improver ²	£2.93	£3.06	£3.21
Senior Graded Electrical Trainee ²	£2.93	£3.06	£3.21
Labourer ²	£2.60	£2.72	£2.86
Adult Trainee ^{2, 3}	£2.60	£2.72	£2.86
Mate (over 18) ³	£2.60	£2.72	£2.86
Senior Modern Apprentice ³	£2.60	£2.72	£2.86
Stage 4 Apprentice ^{2, 4}	£2.60	£2.72	£2.86
Stage 3 Apprentice ^{2, 4}	£2.44	£2.55	£2.68
Mate (17-18) ³	£1.95	£2.04	£2.14
Stage 2 Apprentice ^{2, 4}	£1.79	£1.87	£1.96
Intermediate Modern Apprentice ³	£1.79	£1.87	£1.96
Stage 1 Apprentice ^{2, 4}	£1.30	£1.36	£1.43
Mate (under 17) ³	£1.30	£1.36	£1.43
Junior Modern Apprentice ³	£1.30	£1.36	£1.43

- 1 Includes JIB/SJIB Technicians, Approved Electricians and Electricians, HVCA Foremen, Senior Craftsmen, Craftsmen and Installers and JIB-PMES Craftsmen and Installers
- 2 JIB/SJIB grades
- 3 HVCA grades
- 4 Applies to JIB – PMES apprentices

APPENDIX 4

THE ASSOCIATION OF PLUMBING AND HEATING CONTRACTORS

The Association of Plumbing and Heating Contractors (APHC) became a signatory Party to the Major Projects Agreement (MPA) on 9th June 2003.

APHC members will apply the terms of the MPA on Designated Projects, subject to the following conditions:

Pensions – Clause 23.2

Appropriate pension schemes will be supported by the Parties and promoted on Designated Projects. It is recognised that participation in the Plumbing & Mechanical Services (UK) Ltd. Industry Pension Scheme is a requirement of the National Working Rules for the Plumbing Industry and that the Scheme will be operated by members of the Joint Industry Board for Plumbing Mechanical Engineering Services (JIB for PMES) on Designated Projects.

Holiday Pay and Sick Pay

It is recognised that members of the JIB for PMES will operate the Plumbing Industry Holiday Pay and Sick Pay Scheme on Designated Projects.

As a signatory Party, APHC will take up membership of the Major Projects Agreement Forum.

Signed on behalf of the Association of Plumbing and Heating Contractors

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Signed on behalf of the Joint Industry Board for Plumbing Mechanical Engineering Services in England and Wales

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Signed on behalf of Unite the Union

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APPENDIX 5

MEMBERSHIP AND TERMS OF REFERENCE FOR STAGE 4 PANEL HEARINGS

Preamble

The Parties are committed to ensuring that any issues are resolved quickly and effectively, without the need to invoke the formal Disputes Procedure.

Where an issue cannot be resolved informally and is referred to the Disputes Procedure, the Parties are committed to ensuring that the issue is resolved at the earliest possible stage of the Procedure.

Distinguishing between Grievances and Collective Disputes

The Major Projects Agreement (MPA) distinguishes between collective disputes and individual grievances. Section 4.16 of the Agreement sets out the procedure to be used where a collective dispute arises and Section 4.17 sets out the procedure to be used in the event of an individual grievance.

It is essential to the effective working of these procedures to define issues accurately so that they are handled within the appropriate procedure.

Where an issue affects an individual personally, it is normally a grievance and should be handled within the terms set out in Section 4.17 – Individual Grievances and Disciplinary Issues.

Where an issue affects a group of employees, it is normally a collective dispute and should be handled within the terms set out in Section 4.16 – The Resolution of Collective Disputes.

In the case of issues affecting a group of employees it is recognised that such issues may affect a single employer or a number of employers.

If the Parties are unable to agree whether to use the Grievance Procedure or the Disputes Procedure, or wish to seek guidance on the operation of the procedures, the Secretary to the MPA Forum will provide guidance. The Secretary will consult the Joint Co-ordinators as necessary.

THE PROCEDURE FOR STAGE 4 PANEL HEARINGS

The Joint Co-ordinators may use their good offices to seek to resolve an issue without the need to arrange a formal hearing.

Arrangement of Panel Hearings

The Secretary to the Forum will be responsible for arranging Panel hearings, including the identification of available members, arrangement of a suitable meeting location etc.

Membership of Panels

The Trade Union and Employers' Co-ordinators are responsible for providing nominations for Panel membership to the Secretary to the Forum, who will maintain an up-to-date list of such members.

Timing of Panel Hearings

Panel hearings must take place within two weeks of the receipt of a reference following a Stage 3 meeting, as set out in the MPA. The Secretary to the Forum will be responsible for compliance with this requirement, with the assistance and co-operation of the Parties. The reference from Stage 3 will include a full set of minutes.

Venue for Panel Hearings

Panel hearings will take place at a suitable off-site location.

Membership of Panel Hearings

Panel hearings will comprise at least two members from each side of the list of Trade Union Representatives and Employer Representatives. The number of Trade Union and Employer Representatives must be equal. The Secretary to the MPA Forum will provide secretarial and administrative support to hearings.

Representation at Hearings

The number of representatives attending a hearing should be kept to the minimum necessary to adequately present their case and must be advised in advance to the Secretary.

The appropriate Full Time Officer will be responsible for presenting the Trade Union case. An appropriate Senior Management representative will be responsible for presenting the Employer's case.

Minutes and other supporting evidence from Stage 3 Meeting

The Parties must agree and provide the Secretary with a full set of minutes following a failure to agree at a Stage 3 meeting, together with any other supporting evidence.

Terms of Reference for Stage 4 Panel Hearings

The Secretary will agree the Terms of Reference for Panel Hearings with the Parties. The Secretary will issue the Terms of Reference to the Stage 4 Panel Members at least seven days prior to the Panel hearing.

Submission of Documents

The Parties must ensure that all documentation is received by the Secretary not less than seven days prior to the hearing. Any documents received after this deadline will not be considered by the Panel unless the Panel members agree that there are acceptable reasons for the late submission.

Chairing of Hearings

The Panel members will elect a Chairman prior to the start of the hearing.

The Chairman will have a vote, but not a casting vote.

Procedure

The Chairman will be responsible for conducting the hearing. The Chairman will outline the procedure to the Parties prior to the start of the hearing.

During each hearing, the following procedure should be adopted:

- Confirmation of the Terms of Reference for the hearing;
- Presentation by the Party making the reference;
- Questions of clarification by Panel Members and by the other Party;
- Presentation by the other Party;
- Questions of clarification by Panel Members and by the Party making the reference;
- Questions and comments by both Parties and Panel Members;
- The Party making the reference will have the opportunity to present a summary. No new evidence may be provided at this point;

- The other Party will have the opportunity to present a summary. No new evidence may be provided at this point;
- The Parties will then withdraw to allow the Panel to consider its decision.

Decisions of the Panel

The Chairman will encourage the Panel members to achieve a decision using the principle of consensus. If he concludes that a consensus decision cannot be reached, he must seek a decision by majority vote. The decision of the Panel is the final stage of the Disputes Procedure.

The Panel will normally seek to reach its decision on the day of the hearing and will announce its decision to the Parties. The reasons for the Panel's decision will be provided in writing after the hearing.

Promulgation of Panel Decisions

The Chairman will be responsible, with the assistance of the Secretary to the MPA Forum, for the preparation of a written statement setting out the decision of the Panel. The Secretary will be responsible for the promulgation of the decision to the Parties and for ensuring that the Joint Co-ordinators and Forum Members as a whole are aware of Panel decisions.

The written statement will address the following matters:

- The decision of the Panel in relation to the Terms of Reference;
- The reason(s) for the decision of the Panel.