

**CONSTITUTION  
OF THE  
REFRACTORY USERS FEDERATION**

1947

(Revised 1985)

**SHRRP**

D. Sharp & Co. (Printers) Limited, 2-4 Southgate Road, London N1 4JY

**REFRACTORY USERS FEDERATION**

Suites 41/48, Kent House 87  
Regent Street London, W1 R 7  
H F

Tel: 01-734 5247

**CONSTITUTION OF  
THE REFRACTORY USERS FEDERATION**

- NAME**
1. The name of the Federation is: "The Refractory Users Federation."

**OBJECTS**

2. The objects for which the Federation is established are:-

- (a) To promote and protect the interests of the Member Associations comprising the Federation and of every Constituent Member of those Member Associations and every Associate Member regarding the employment of workmen employed under the terms and conditions of the Federation's agreements with the Trade Unions, engaged on the setting, resetting, and repair of carbonising and gas making plant, boiler settings, chimneys, furnaces and kilns.
- (b) To promote reciprocal good feeling and mutual confidence between Member Associations, Constituent Members and Associate Members and the appropriate Trade Unions.
- (c) To create funds which shall be available for furthering the objects of the Federation under the direction and control of its Members.
- (d) To subscribe to and amalgamate or affiliate with any other Federation, Association, Society or Body should such be deemed expedient for the general benefit of Members.

**President:**  
Mr. A. C. Mayberry

**Chairman:**  
Mr. W. B. Black

**Secretary:**  
Mr. A. M. Keane

8. Application for Associate Membership shall be dealt with in accordance with the following procedure:-

(a) Any individual company or organization supporting the objects of the Refractory Users' Federation and desirous of admission to Associate Membership of the Federation may make a written application to the Secretary supported by a Council Member representing a Member Association, and such application shall be laid before the next meeting of the Council, at which the election of the applicant shall be proposed by the Member Association supporting the application for Associate Membership and seconded by a Council Member representing another Member Association of the Federation, whereupon the Council may elect the applicant to Associate Membership of the Federation by show of hands or by ballot (if the Members then present shall so decide) provided that not less than two thirds of the number of Council Members present and entitled to vote at such meeting support the election of the applicant for Associate Membership.

(b) It shall be the duty of the Secretary receiving such written application for Associate Membership to delineate the grounds upon which the applicant is deemed to be ineligible for entry into one of the Member Associations or such entry is deemed to be inappropriate and the Secretary shall make such report to the Council as he shall consider necessary in the interests of the Federation.

9. Every Associate Member shall agree loyally to support the objects of the Federation and also to maintain the common interest of the Federation and all its Members, Constituent Members and Associate Members.

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#### MANAGEMENT

10. (a) The Federation shall be managed by a Council of eight who shall consist of four representatives nominated in writing by each Member Association. The President shall be an ex-officio member of the Council who shall not exercise a vote by virtue of his office.

(b) A Member Association is empowered by notice in writing to remove and replace its representatives on the Council.

(c) Council Meetings of the Federation shall be held at least once a year in the month of October and otherwise as often as circumstances require. The Secretary shall give to every Member Association and the Council Members thereof, 21 days' notice in writing of any Meeting of the Council, setting out the object and the nature of the business to be transacted at the Meeting. Shorter notice of meetings may be given in case of emergency when authorised by the Chairman, or in his absence, by the Vice-Chairman.

(d) At the Council Meeting to be held in the month of October in each year the Council shall elect a Chairman, Vice-Chairman, and Honorary Treasurer from amongst the Council Members and shall also appoint Auditors who shall be Chartered Accountants. The Chairman so appointed may not hold office for more than three consecutive years.

(e) Any Annual October Council Meeting may elect a President, normally being a past Chairman, who shall hold office as the Meeting shall direct.

(f) A Meeting of the Council may be convened at any time by the Chairman, or Vice-Chairman, or any three Council Members. A quorum at any Meeting of the Council shall be not less than one half of the Council Members.

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(g) A Member of the Council may resign upon giving one month's notice in writing of his intention so to do, and such resignation shall take effect upon the expiry of such notice or earlier by acquiescence of the Council.

(h) The continuing Members of the Council may act notwithstanding any vacancy in its body due to resignation or death of one or more of its Members.

(i) No resolution shall be operative unless carried by a majority of the Council Members present at the Meeting. In the event of an equality of votes the Chairman shall have a casting vote. Any resolution relating to an application for Membership of the Federation shall, however, be in accordance with the provisions of Clauses, 3 to 9 of this Constitution.

(j) The Council shall have power to rent offices for the use of the Federation; to defray all necessary expenses (including the travelling and subsistence expenses of officers attending Meetings of the Council and Committees), and to appoint and pay a Secretary and such other officials as may be necessary for the due conduct of the business of the Federation and, subject to the provisions of the Rules, manage and superintend the affairs of the Federation, and to act and make decisions in its name and generally to exercise all powers and functions of the Federation.

(k) The Council may set up any Committee or Committees for a specified period or specified periods and define their powers and may include in such Committee or Committees any Constituent or Associate Member whose special knowledge of matters to be considered renders such a course desirable. Each Committee is to have power to co-opt.

11. The Secretary or, in his unavoidable absence, his duly authorised deputy shall attend all Meetings of the Federation, the Council and Committees, and shall keep proper books of Accounts and records of all the financial and other business or transactions of the Federation, and shall make reports thereon and communicate all necessary information to any Member Association or Council Member.

12. Each and every Member Association, Constituent Member and Associate Member shall be bound to treat as strictly confidential all information as to any transactions of the Federation or of any of its full member Associations, Constituent Members and Associate Members.

**FINANCE**

13. The Minimum and Maximum Subscription payable by each Constituent Member and Associate Member of the Federation shall be determined annually at the Annual October Council Meeting in respect of the forthcoming financial year. The total of minimum subscriptions shall be deducted from the estimated expenditure as determined by the Council for the forthcoming financial year. The balance so calculated shall be subscribed by the Constituent Members in the proportion of their wages bill for craftsmen and labourers employed under the terms and conditions of the Federations Agreement with the Trade Unions for the year ended 5th April preceding, to the total of such wages bills for all Constituent Members, subject to the Maximum subscription so determined. Subscriptions shall be payable on the 1st April in each year.

16. Alteration in these Rules shall be made only at the Annual October Meeting of the Council, provided 30 days' notice of intention to alter has been given to each Member Association through the Secretary.

**ALTERATION OF RULES**

15. No Member Association or Associate Member shall voluntarily retire from the Federation except after six months' previous written notice to the Secretary expiring on the 31st day of March in any year. On the expiry of any such notice the Member Association or Associate Member giving it shall cease to be entitled to any interest in the Federation or any of its assets or property. If at the date of the retirement of a Member Association the accounts of the Federation show a deficiency of its assets as against its liabilities such retiring Member Association shall pay to the Federation a sum representing a fair proportion of such deficiency in order to satisfy such existing deficiency.

**WITHDRAWAL OF MEMBERSHIP OR ASSOCIATE MEMBERSHIP**

14. If it is considered that the withdrawal of an Associate Member is in the best interests of the Federation, its membership may be terminated summarily by majority decision of the Council. The Associate Member shall be given a minimum of twenty-one days' notice in writing that the termination of the membership is to be considered at a Council meeting. If the Associate Member wishes to oppose the termination of the membership it shall be the duty of the Council Members representing the Member Association which originally proposed the membership to represent the interests of the Associate Member at the aforesaid Council meeting.

**DETERMINATION OF MEMBERSHIP**

**MEMORANDUM OF AGREEMENT**

between

**REFRACTORY USERS FEDERATION**

and the

**UNION OF CONSTRUCTION  
ALLIED TRADES AND TECHNICIANS**

**GENERAL MUNICIPAL  
BOILERMAKERS AND ALLIED  
TRADE UNION**

**TRANSPORT AND GENERAL  
WORKERS UNION**

2010

**(INCORPORATING THE BLUE  
AND RED BOOKS)**

Incorporating revisions, as a consequence of the 2010 Review

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- 3.1 This Agreement is complete in itself and except as may be hereinafter provided, is not to be read in conjunction with other national or local working agreements. Any matters arising, which are not covered by this Agreement is to be dealt with in accordance with Section 23 hereof. Where any variance arises with other national or local working agreements, the provisions of the Refractory Industry National Agreement (the Agreement) shall take precedence.
- 3.2 This Agreement has no reference to and does not in any way prejudice the position of Clients for which firms signatory to the Agreement may be carrying out work, or any class of employees of any such Clients.
- 3.3 Notwithstanding any arrangement which has been in force prior to the completion of this Agreement, it is hereby agreed that when members of the Federation are carrying out work for Clients, which themselves employ skilled Operatives and labourers on similar work under rates and conditions different from those laid down in this Agreement, the Employees of the Federation shall in all cases receive the rates and conditions laid down in this Agreement.
- 3.4 In consideration of the provisions of this Agreement the Trade Union agrees if requested to supply the requisite suitable labour under the terms and conditions of employment specified herein.
- 3.5 The current edition of the Agreement came into effect on the 1<sup>st</sup> March 2010 and is subject to the Promulgatory Notice signed by the parties, which summarises and gives effect to the provisions of the 2010 Review.

**SECTION 3 - PRIOR AND COLLATERAL AGREEMENT**

2.1 This Agreement regulates the wages and defines the conditions, which are to apply to the employment in Great Britain and Northern Ireland of Bricklayers, Masons, Skilled Gunning Nozzle Operatives, Skilled Refractory Spray Operators, Silica Welders and labourers on new refractory and related construction and repairs to maintenance of and dismantling refractory and related installations.

**SECTION 2 - PREAMBLE**

(the Trade Unions) of the other part.

**EMPLOYEES - PREVIOUSLY SET OUT IN THE RED BOOK**

**GMB AND TGWU BEING RECOGNISED TRADE UNIONS, RELATING TO PAY AND CONDITIONS OF GENERAL**

**THE TRANSPORT AND GENERAL WORKERS UNION**

**THE GENERAL MUNICIPAL BOILERMAKERS UNION**

**GENERAL EMPLOYEES - PREVIOUSLY SET OUT IN THE BLUE AND RED BOOKS**

**UCATT BEING THE RECOGNISED TRADE UNION RELATING TO PAY AND CONDITIONS FOR BOTH SKILLED AND**

**THE UNION OF CONSTRUCTION ALLIED TRADES AND TECHNICIANS**

and

of the one part

**REFRACTORY USERS FEDERATION (RUF)**

Memorandum of Agreement between the: -

**SECTION 1 - TITLE**

- (ii) If on the job or site, work is not available for Operatives in their own occupations, they shall be willing to carry out reasonable alternative work at any other job or site where work is available.
  - (i) Unless otherwise specifically instructed by the Employer or his representatives each Operative shall present himself for work each weekday at the usual starting time of the job or site and shall there remain available for work through the normal working hours. Decisions, as to when during the working hours work is to be carried out, interrupted on account of weather conditions or otherwise, and resumed, and as to whether some or all of the Operatives shall work at any particular time shall be made by the Employer or Local Management Representatives in agreement with the accredited Trade Union.
- (a) That throughout the normal working hours of the pay week the Operative is available for work within the meaning of the following :-
- 6.2.1 This guarantee is subject to the following conditions :-

An Operative shall be guaranteed minimum weekly earnings for the full normal working hours of each complete pay week of the period of employment, whether work is or is not provided by the Employer and regardless of temporary stoppages through inclement weather or other causes beyond the control of the parties but subject to Section 6.2.1 below:- the GMWE is as shown in Appendix "A".

**6.2 Guaranteed Minimum Weekly Earnings (GMWE)**

The Basic Hourly Rate quoted in the Agreement is the rate prescribed in Appendix "A" and applies to all hours worked whether such work is new work or repair work and is the rate from which overtime, night gang and shiftwork premium is calculated.

**6.1 Basic Hourly Rate**

**SECTION 6 - WAGES STRUCTURE  
(See Appendix "A")**

On all contracts during both the morning and afternoon, provided that at least four hours are worked in each period, tea may be taken at or near the Operative's Working Position in suitable accommodation.

**5.3 Tea**

The mid-day break shall normally be of one hour except that it can be made half-an-hour by arrangement with the Regional Secretary of the Trade Union.

**5.2 Mid-day Break**

The normal working week is to be 39 (thirty-nine) hours. The normal working week shall be Monday to Friday. Starting time is to be no earlier than 7.30 a.m.

**5.1 Normal Working Hours**

**SECTION 5- HOURS OF WORK**

4.2 In the event of either party desiring any alteration or modifications in the terms of this Agreement, such alterations or modification shall be dealt with in the Annual Pay Round by negotiation at a meeting between the Council of the Refractory Users Federation and representatives of the Trade Union. Notice of any such alterations or modifications shall be given in writing at least one month prior to the date of the first meeting.

4.1 This Agreement will remain in effect indefinitely or until the expiry of six months notice given in writing by either of the parties.

**SECTION 4 - DURATION**

(ii) In cases where abnormal weather conditions interrupt work over a period, suitable arrangements appropriate to the circumstances of each case may be made by the employer by which Operatives shall establish that they are available for the normal working hours of each day.

(b) The guarantee does not apply to week of annual holiday under Section 12 of this Agreement.

(c) The guarantee is reduced proportionately for any pay week in which:-

(i) The Operative is engaged after the commencement of the pay week

(ii) The Operative's employment terminates before the end of the pay week

(iii) The Operative is absent for part of the pay week due to certified sickness or injury, or

(iv) The Operative is absent for one or more days of any public holiday under Section 13 of this Agreement.

**6.2.2 Loss of Guarantee**

An Operative who has not been available for work within the meaning of Section 6.1.3 shall not be entitled to the weekly guarantee but shall be entitled only to payment of the appropriate proportion of the Operative's minimum weekly earnings as defined in Section 6.2.1 (c) above.

**6.2.3 Temporary Lay-Off**

Where work is temporarily not provided by the Employer and a payweek during which the Operative actually works is followed by a complete payweek during which, although remaining available for work, the Operative is prevented from performing actual work, the Operative shall be paid for the payweek the guaranteed minimum weekly earnings as defined in Section 6.2 above. Thereafter and while the temporary lay-off situation continues, the Operative may be required by the Employer to register as an unemployed person. When an Operative who has been temporarily laid-off under this clause is restarted, employment shall be deemed to have been continuous for the purpose of the Employment Rights Act 1996.

**6.2.4 Handling of Disputes relating to the Guarantee**

A dispute concerning entitlement to guaranteed minimum weekly earnings may in the event of a failure to agree at Stage 3 of Procedure (Section 23.4) be referred to arbitration in a manner devised by the Advisory, Conciliation and Arbitration Service.

6.2.5 Other than the above the only additional payment, which may be made will be those provided for in this Agreement.

**SECTION 7 - EXTRA RATES**

The following extra rates are payable in addition to the Hourly Rate in Section 6 above.

**7.1 WORK AT HEIGHTS**

<b>Rate per hour above</b>	<b>Height in Metres</b>
<b>in Appendix "A"</b>	
<b>is applicable</b>	
5.00p	Above 15m and up to 30m
6.00p	Above 30m and up to 45m
12.50p	Above 45m and up to 60m
20.00p	Above 60m and up to 75m
25.00p	Above 75m and up to 90m
Special terms are to	Above 90m
be arranged	

7.2 Qualified Tubular Scaffolders

From the 1<sup>st</sup> January 2007 the provisions of the Agreement relating to Scaffolders are by agreement of the parties removed from scope.

7.3 The role of a labourer under the Agreement.  
 From 1<sup>st</sup> January 2007 the overall role of a Labourer is inclusive of the following activities, when applicable and subject to training:

(i) Pneumatic tool operators:  
 Labourers operating and responsible for compressed air drills, pneumatic spades and pneumatic machines.

(ii) Winch operators:  
 Labourers operating and responsible for winches.

(iii) Mortar pan, Barrow hoist and concrete mixer operators:  
 Labourers operating and responsible for mortar pans, Barrow hoists and concrete mixers to apply to one operator only per machine.

(iv) Fork lift machine drivers:  
 Labourers driving and responsible for fork lift machines.

(v) Dumper Truck drivers:  
 Labourers driving and responsible for dumper trucks.

**SECTION 8 - OVERTIME**

8.1 Payment for Overtime Hours

8.1.1 MONDAY - FRIDAY

All hours worked in excess of normal working hours are to be paid for at Premium Rate 1 as per Appendix "A" for the first three hours each day, and Premium Rate 2 thereafter if work is continued by the same Operatives without a break (meal time excepted).

8.1.2 SATURDAY AND SUNDAYS

Premium Rate 1 is to be paid from starting time until noon on Saturday and Premium Rate 2 thereafter until starting time on Monday.

8.2 Calculation of Overtime Hours

Premium Rates for Monday to Friday shall apply only when a full normal day's work has been completed except where lost time is beyond the Operative's control. Premium Rates for overtime hours worked by Operatives working shifts are detailed in Section 9.

8.3 Hours Worked on Public Holidays

All time worked on the eight recognised Public Holidays shall be paid in accordance with the provisions of Section 13.

**SECTION 9 - NIGHT GANGS AND SHIFT WORK**

**9.1 Night Gangs**

9.1.1 Night Gang conditions apply when an Operative works during the night for not less than four consecutive nights. When less than four consecutive nights are worked nightwork is to be paid at ordinary overtime rates in accordance with Section 8 of this Agreement, i.e. Premium Rate 1 for the first three hours and Premium Rate 2 for all hours worked thereafter.

**9.1.2 Conditions Applicable to Night Gang Workers**

(a) The Night Gang week will consist of 39 normal hours worked Monday to Friday as detailed in Section 5 exclusive of meal breaks.

(b) Hours worked by Night Gangs are to be paid at Premium Rate 1.

(c) Overtime worked by Night Gangs in excess of the normal hours from Monday to Friday will continue to be paid at Premium Rate 1 for the first three hours and Premium Rate 2 thereafter.

(d) All Night Gang hours on Saturday and Sunday are to be paid at Premium Rate 2 throughout.

(e) An Operative who, having completed a day's work, then continues to work throughout the night is to be paid for night work hours at ordinary overtime rates (in accordance with Section 8).

(f) So far as circumstances permit Operatives employed on Night Gangs are to be rotated with day workers so as to equalise earnings as far as possible.

(g) There is to be a one half-hour meal break, during the night as near as possible to the middle of the shift hours worked. In addition tea may be taken at or near the place of work in suitable accommodation, once during each work period.

(h) Operatives completing a period of Night Gang Work from Monday to Thursday and who are unable to start day work the following day are to be compensated for the hours lost by payment of four hours at the Basic Hourly Rate.

**9.2 Shift Working**

**9.1.3 Preamble**

It is agreed that there are a number of different variants of Shift Working (Double Day Shifts; 3 Shifts; rolling shifts, etc.) In view of the variable requirements at local level it is agreed that the actual pattern and timing of shifts is to be agreed locally between the Employers and the Trade Union.

**9.2.2 Shift Hours**

It is acknowledged that the normal working week is as stated in Section 5; but when shift working is in operation the working week may be varied to meet the requirements. It is desirable however that not more than 12 hours per shift should be worked. It is necessary to ensure this because of Safety requirements.

**9.2.3 Shift Premiums**

Whilst it is agreed that the actual hours to be worked in shift working are to be agreed locally, the premium payments are negotiated nationally and cannot be changed at local level. The Premiums are stated in the following sections. 9.2.4

**9.2.4 Morning Shift**

A Premium of 10.5% will be added to the basic rate specified in Appendix "A"; for each hour worked.

**9.2.5 Afternoon Shift**

A Premium of 27.5% will be added to the basic rate specified in Appendix "A"; for each hour worked.

11.1.2 Operatives employed beyond 6 kilometres from their homes (or the fixed centre as in Section 11.1.1 above) are to be paid a local travelling allowance of 20p per kilometre for the balance of their journey to and from work (i.e. both ways) up to 56 kilometres from their homes (or fixed centre). Payment is therefore only made for distances in excess of 6 kilometres (12 kilometres return) up to a maximum of 56 kilometres (112 kilometres return).

11.1.1 No travelling expenses are payable to Operatives working within 6 kilometres of their home or a fixed centre agreed between the Trade Union and the Employer.

**11.1 Local Travelling Allowance**

**SECTION 11 - TRAVELLING amended March 2010**

10.2 On the occasion of a periodic visit home (Section 11.3.1) full Lodging Allowance will be paid for the two travelling days and the Lodging Retainer (See Appendix "B") for the intervening days of holiday provided that the Operative restarts work at the time prescribed by the Employer.

10.1 All Operatives sent to jobs more than 56 kilometres from their homes are to be paid a Lodging Allowance for each night away from home (See Appendix "B") subject to the satisfactory completion of a Lodging Allowance application form (See Addendum "B").

**SECTION 10 - LODGING ALLOWANCE**

9.2.15 Operatives who have not worked between Monday and Thursday (inclusive) and who are called in for weekend working and who work for 32 hours or more between Friday and Sunday (inclusive) will qualify for a Holiday with Pay stamp for that period.

In the event of an Operative being required to change from one shift to another (e.g. Afternoon Shift to Night Shift) a minimum period of 8 hours rest must be granted between shifts.

**9.2.14 Operatives Required to Change Shift Pattern**

In the event of Operatives being required to work on a rest day(s), provided they had worked all the following periods they are to be paid at the Premium Rate 1 for all hours worked on the rest days. If, however rest day(s) happen to fall on either (or both) Saturday and/or Sunday, the premium will be in accordance with Section 8.1.2

**9.2.13 Rest Day Working**

9.2.12 When a shift worker is required to work in excess of 10 hours on any shift, the worker is to be required to take a further meal break of one-half hour for which payment will be made.

9.2.11 When a shift worker is called upon to work beyond the 7.5 hours of any shift the overtime hours worked are to be paid for at ordinary overtime rates.

9.2.10 So far as circumstances permit shift workers are to be given the opportunity of rotating or alternating on the various shifts in order to equalise earnings.

9.2.9 In the event of a shift worker being required to work on a Saturday after the hours of 6 a.m. or on Sunday, payment will be at ordinary overtime rates, in accordance with Section 8 of this Agreement the overtime premium being paid on the basic rate specified in Appendix "A".

**9.2.8 Meal Break**

There will be one half-hour unpaid break for meals during each shift.

9.2.7 Under all normal circumstances it is anticipated that the hours of the shifts would be: morning 6 a.m. to 2 p.m.; Afternoon 2 p.m. to 10 p.m.; Night 10 p.m. to 6 a.m.; the actual hours to be agreed locally as stated in Section 9.2.3 above.

**9.2.6 Night Shift**

A premium of 50% will be added to the basic rate specified in Appendix "A"; for each hour worked.

11.2.4 The payments in Section 11.2.3 are applicable only to travelling in England, Scotland and Wales. Payments to Operatives travelling to Northern Ireland, the Channel Islands, the Isle of Man and other islands distant from the mainland are subject to conditions to be mutually agreed between the parties to this agreement.

11.2.3 When the period for which the Operatives are engaged is less than five days they will be entitled to payment of actual travelling time at the Basic Rate (See Appendix "A") plus a travelling allowance, which may be incurred, in travelling to and from the job. Entitlement to such payments is forfeited if the Operatives terminate their employment voluntarily before the completion of the job.

(a) The Operatives do not voluntarily terminate their employment within six weeks of reporting for work at the site.  
 (b) The Operatives do not voluntarily terminate their employment within three weeks following a periodic visit home or an agreed transfer between sites.  
 (c) Notwithstanding (a) and (b) above if the Employer grants permission to any Operative to terminate their employment on the grounds of proven hardship or other justifiable cause the Operatives will not forfeit their entitlement.

11.2.2 Entitlement to a travel allowance (11.1.3 above) and travelling time as in 11.1.4 above is conditional on the following: -

**NOTE:** The distance referred to in the scale is that between the Operatives home and the site or that between jobs.

(b) Are transferred from one such job to another will be entitled to a travel allowance calculated as in 11.1.3 above and travelling time at the Basic Rate in accordance with the scale in Section 11.1.4 above.

Or who

(a) Have to travel away from home or have returned home on termination of employment

11.2.1 Operatives engaged for jobs the duration of which exceeds five days and who:

**11.2 Allowance for Travelling to and from jobs**

11.1.5 Operatives in receipt of Lodging Allowance are not entitled to local travelling allowance, unless they are compelled to travel owing to lodgings not being available within reasonable distance of their work.

Distance in kilometres	one way	Travelling Time	Payment per day	in hours
0-15		NIL		
15-30	1			
Over 30			1.5	

11.1.4 In addition travelling time will be paid at the basic hourly rate (See Appendix "A") in accordance with the following scale:

11.1.3 The measurement of distance for calculation of the travel allowance for travelling to and from jobs and when periodic leave arises, where applicable under Section 11 shall be determined by use of an internet measurement method such as the A Route Finder or equivalent. In exceptional circumstances when natural barriers intervene, e.g. a river estuary, the calculation will take into account the nearest crossing point.

12.5 In cases where circumstances have prevented an Operative having full entitlement to annual holiday as above the balance of the entitlement is to be granted before 31<sup>st</sup> March in the next year by agreement between the Employer and the Operative concerned.

Seven days of holiday are allocated to the winter holiday together with three public holidays (Christmas Day, Boxing Day and New Year's Day) to constitute two full weeks of holiday. The holiday will normally cover Christmas and New Year and the intervening days.

**12.4 Winter Holiday**

Four days of annual holiday are allocated to the Easter period. This holiday inclusive of two public holidays (Good Friday and Easter Monday) may extend from Good Friday until the Monday after Easter Monday. In special circumstances, particularly with regard to repair and maintenance, these four days of holidays may be allocated by local negotiation to periods other than the Easter week. This would apply particularly where an Easter Holiday in the Easter week would conflict with a shutdown programme. In this case Operatives shall be prepared to work during the Easter week at the Basic Hourly Rate specified in Appendix "A".

**12.3 Easter Holiday**

Ten days of annual holiday shall be taken during the Summer period, namely between 1<sup>st</sup> April and 31<sup>st</sup> October in each year, subject to Section 12.5 below and that it may be arranged to coincide with any locally recognised summer holiday period or by arrangement between the Employer and his Operatives at some other period in the summer. In the latter case Operatives shall be prepared to work during the locally recognised summer holiday period at the Basic Rate specified in Appendix "A". Following consultation with his Operatives the Employer is to fix the dates of the first week of summer holiday and in any case not less than 14 days notice is to be given. If the second week is not consecutive with the first the Employer should give as long notice as possible but in any event not less than 28 days.

**12.2 Summer Holiday**

12.1 There shall be granted twenty one days annual holiday with pay each year to all Operatives on the same terms and provided for in the same way as is prescribed by the Industrial Agreement for Annual Holidays with Pay in the Building and Civil Engineering Industries.

**SECTION 12 - ANNUAL HOLIDAY WITH PAY**

Working Time Regulations - 20 days average remuneration @ basic pay.

11.3.3 If an Operative is not making the journey home, or an equivalent journey, he is not entitled to draw cash in lieu of the fare.

For each additional 64 kilometres above 96, an additional hour at Basic Rate (See Appendix "A") will be paid.

Radius in Kilometres	Travelling Time Hours Allowed
Up to 56	NIL
Over 56 and up to 96	2

11.3.2 Provided Operatives restart at the time prescribed by the Employer, travelling time at the Basic Rate (See Appendix "A") in respect of the journey back to work is to be paid in accordance with the following scale:

11.3.1 Arrangements are to be made for Operatives living in lodgings away from home to return home on periodic weekend leave on average once every 4 weeks. Such visits home will be arranged to coincide where possible with public holidays, and annual leave etc. The Operative shall receive a travel allowance (see 11.3 above) and a travel time payment for such visits as detailed in Sections 11.3.2

**11.3 Periodic Visits Home**



**12.6 Payment for Annual Holiday**

Payment for annual holiday shall be made on the last payday preceding the commencement of each holiday period and shall be made at either of the following rates:

15.1 The Statutory Sick Pay (SSP) under the Social Security and Housing Benefits Act 1982 is dealt with by this Section. It is the intention of the Agreement that payments under Section 15.4 are subject to the provisions of the SSP legislation and that the total sickness benefit includes Industrial Sick Pay and SSP for the period of 10 weeks in any financial year. SSP is payable for a maximum total period of 28 weeks in accordance with current legislation.

#### SECTION 15 - STATUTORY SICK PAY AND INDUSTRIAL SICK PAY

14.3 The provisions of Section 14.1 above should apply, with the agreement of the Employer, where an Operative has a special responsibility towards a deceased person, not listed in Section 14.1 on the production of satisfactory evidence of relationship.

14.2 For each day of bereavement leave so granted, the Operative will be paid for normal hours at the appropriate Basic Rate prescribed in Appendix "A".

14.1 Upon application supported by evidence satisfactory to the Employer a minimum of five days' bereavement leave will be granted on the death of spouse or child. In the event of death of parent or parent of spouse up to three days' leave will be granted.

#### SECTION 14 - BEREAVEMENT LEAVE

13.4 If the Summer Holiday period as in Section 12.2 above includes one of the eight Public Holidays quoted then there shall be an entitlement to an extra day of holiday in lieu.

13.3 An Operative who has completed 6 normal working days in employment, but who is no longer in the employment of the Employer on such a Public Holiday, shall nevertheless be entitled to payment in respect of such holiday as if in the Employer's employment at any time during the pay week immediately preceding the pay week in which the holiday falls, but the employment was terminated by the Employer (otherwise than for misconduct) before the holiday occurred. Payment shall be made on termination of employment. An Operative entitled to payment for Good Friday shall also be entitled to payment for Easter Monday, and an Operative entitled to payment for Christmas Day shall also be entitled to pay for Boxing Day and New Year's Day.

13.2 Public Holidays may be worked only in special circumstances at the discretion of the Employer. When Operatives are required to work on any of the eight days specified above they will be paid at Premium Rate for all hours worked on these days and an alternative date shall be arranged for the holiday to be taken.

#### SECTION 13 - PUBLIC HOLIDAYS

13.1 Payment shall be made in accordance with section 12.6.3 for the Eight Public Holidays which are recognised in the district in which the job is situated, normally, Christmas Day, Boxing Day, Good Friday, Easter Monday, May Day, Spring Bank Holiday, Late Summer Bank Holiday, New Year's Day or by mutual agreement between the Employer and the Operatives concerned provided always that they present themselves for work the day before and the day after the Public Holiday at the time prescribed by the Employer. Certified incapacity on a Public Holiday does not preclude an Operative from receiving this entitlement.

12.6.3 One day's pay is calculated by dividing a week's pay as defined by either 12.6.1 or 12.6.2 by the number of hours in the normal working week and multiplying by the normal hours in the particular day, both as defined by the contract of employment

12.6.2 Where the operatives pay varies with the amount of work done  
Where earning vary because of piece work or productivity bonus arrangements, then a weeks' pay is arrived at calculating the earning during the normal working week as defined by the contract of employment, averaged over the 12 complete weeks worked immediately prior to the holiday week

12.6.1 Where the operatives pay does not vary with the amount of work done  
A weeks' pay is simply the normal weekly wage for the contractual weekly hours as defined by the contract of employment

15.2 Scope

This section applies to all Operatives employed under this Agreement.

15.3 Qualifying Days

For the purpose of this section the "qualifying days" that shall normally apply in the industry are Monday to Friday each week. However in cases where Operatives are regularly working on Saturdays and/or Sundays the "qualifying days" will be either Monday to Saturday or Monday to Sunday as appropriate.

15.4 Amount of Payment

An Operative who during employment with an Employer is absent from work on account of sickness or injury should, subject to satisfying all the conditions set out in Section 15.6, be paid for each qualifying day of incapacity for work the appropriate proportion of the weekly sickness benefit (as stated in Appendix "B") in addition to SSP. For this purpose the appropriate proportion due for a day shall be this weekly rate divided by the number of qualifying days specified under Section 15.3.

15.5 Notification of Incapacity for Work

An Operative shall not be entitled to payment under this Section unless during the first qualifying day the Operative notifies the Employer of incapacity as early as possible.

15.6 Conditions

As prescribed in Section 15.4 the following conditions are satisfied:

15.6.1 That incapacity has been notified to the Employer in accordance with Section 15.5.

15.6.2 That the required certificate(s) of incapacity for work have been supplied.

15.6.3 That the three qualifying days (for which no payment shall be due) have elapsed in each period of absence.

EXPLANATORY NOTES ON SECTION 15

*Absence from Work due to Sickness or Injury*

NOTE: it is noted that the employment of an Operative should not in normal circumstances be terminated simply to avoid the obligation under this Section to make payment during a period of absence owing to sickness or injury.

Clause 15.4

This Section does not specify when the payment under this clause is to be made. Entitlement to the payment depends upon the Operative:

(a) Notifying the Employer (Section 15.5)

(b) Submitting satisfactory certification of incapacity

(c) Providing that the Operative has satisfied the qualification conditions (Section 15.6.3.)

Once this is done, payment of what is due should, where reasonably practical, be made on the next payday. If the Operatives are then absent from work the Employer should arrange for the money to be sent to them.

**SECTION 16 - HOLIDAYS WITH PAY RETIREMENT  
ACCIDENT AND DEATH BENEFITS SCHEME**

**Building and Civil Engineering Retirement and Death benefit Scheme**  
Operatives employed under this Agreement are entitled to participate in the Building and Civil Engineering Retirement and Death Benefit Scheme, which is administered by the Building and Civil Engineering Holidays Scheme Management Ltd. Copies of the Trust Deed and Rules of the scheme are issued by the Building and Civil Engineering Holidays Scheme Management Ltd.

**Pensions**  
In circumstances where an Employer has designated the B & CE as the Stakeholder Pension provider and an employee has registered their wish to be a member of the B & CE Scheme, a minimum Employer contribution of £3.00 per week shall be payable into the Scheme for each participating employee.

The Employers' contribution to the Scheme will increase to £5.00 per week on condition that the employee also contributes a minimum of £5.00 week into the Scheme.

**SECTION 17 - TERMINATION OF  
EMPLOYMENT PERIODS OF NOTICE**

17.1.1 Up to 4 weeks of employment, such employment may be terminated by either the Employer or the Operative upon the tendering of one day's notice to expire at the end of the normal working hours of any day.

17.1.2 After 4 weeks continuous employment the Employer is required to give the Operative periods of notice in accordance with the Employment Rights Act 1996 as set out below. Such notice may expire at the normal finishing time of any day of the week.

Period of Notice Given	Continuous Employment by Employer
---------------------------	--------------------------------------

4 weeks but less than 2 years	1 week
2 years and over	1 week of notice for each completed year of employment up to a maximum of 12 weeks
12 years and over	12 weeks

**17.2 Conditions of Employment**

Employment is subject to the following conditions :

17.2.1 At the discretion of the Employer an Operative may be transferred to suitable employment at any time during the period of employment.

17.2.2 The employment may be terminated at any time either :

(a) By mutual consent,

(b) By payment, in lieu of the prescribed period of notice, of the amount to which the Operative would have been entitled under the Employment Rights Act 1996 if notice had been given,

(c) In case of misconduct.

**17.3 Holiday Pay**

Operatives who leave the employment of the employer during a leave year are entitled to a compensatory payment calculated as follows:

$$(A \div 52) \times 21 - B$$

Where: A is the number of complete weeks of service in the leave year  
B is the number of days leave taken by the operative in the leave year excluding public/bank holidays.

22.2 It is the responsibility of a Card Steward to deal with all matters arising within the terms of this Agreement on the site.

22.1 Card Stewards accredited by the Trade Union are to be on all jobs as representing the members of the Trade Union employed by their Employer.

**SECTION 22 - TRADE UNION FACILITIES**

Terms and Conditions of Employment of apprentices and adult trainees as specified in this Agreement at Appendix "C".

**SECTION 21 - APPRENTICES AND ADULT TRAINEES**

Arrangements are to be made, where possible, with the Works Authorities for Contractor's Operatives to utilise the messroom washing and sanitary accommodation and the ambulance facilities provided by the Works. In the event of Works accommodation and facilities not being available, the Contract is to provide reasonable facilities.

**SECTION 20 - MESSROOM, WASHING AND SANITARY ARRANGEMENTS, AMBULANCE**

The Employer shall provide protective clothing as necessary and such protective clothing shall remain the property of the Employer, who is to maintain it in good and clean condition.

**SECTION 19 - PROTECTIVE CLOTHING**

18.2 Where an Operative leaves clothing in accommodation provided by the Employer as required by the Health and Safety at Work Act 1974, the Employer shall be liable up to a maximum stated in Appendix "B" for loss of such clothing.

18.1 Where practicable and reasonable on a site job the Employer shall provide an adequate lock-up or lock-up boxes where tools can be left at the owner's risk, provided always that the Employer shall accept liability up to a maximum stated in Appendix "B" for any loss caused by fire or theft to tools and/or clothing properly secured by an Operative in such lock-up and lock-up boxes. A claim arising from the theft can only be considered if the loss has been duly reported to the Police.

**SECTION 18 - SECURITY OF TOOLS AND CLOTHING**

17.5.3 No further payments other than those prescribed in Section 17.5.1 shall be made to redundant Operatives with less than two years service. Operatives with two or more years' service shall receive no more than their statutory entitlement under the appropriate legislation.

17.5.2 The entitlement will cease upon completion of the necessary length of service by the Operative to qualify for a statutory redundancy payment. Severance payments will not be made for any week in which an Operative has participated in a stoppage of work amounting to a strike or similar industrial action. Days of holiday, sickness and temporary absence from work in any period covered by the Operative's Contract of Employment will qualify for severance payments.

17.5.1 After 2 weeks continuous employment, for each week of continuous employment up to a maximum of 103 weeks' service, severance payments will be made by an Employer to an Operative who is dismissed as redundant before he or she has completed two years' unbroken service with the Employer. Severance Pay shall rise in line with the statutory maximum of a weeks pay for calculation of redundancy pay, as reviewed and notified by the Secretary of State. From 1<sup>st</sup> February 2007 the accrual rate will be £5.96 per week (equating to a severance payment on being made redundant of £310 per week) for each complete week of service, back dated to week 1 after 3 weeks continuous employment.

**17.5 Severance Payments**

Redundancy Payments will be made in accordance with the Employment Rights Act 1996.

**17.4 Redundancy Pay**

If informal action does not bring about an improvement, or the misconduct or unsatisfactory performance is considered to be too serious to be classed as minor, the Employer should provide the Operative with a clear signal of their dissatisfaction by taking formal action as follows: -

Cases of minor misconduct or unsatisfactory performance are usually best deal with informally. A quiet word is often all that is required to improve an Operative's conduct or performance. The informal approach may be particularly helpful in small firms, where problems can be dealt with quickly and confidentially. There will, however, be situations where matters are more serious or where an informal approach has been tried and is not working.

It is equally recognised that the Employer must exercise this right with fairness and care.

Who fails to perform his or her duties and responsibilities competently and in accordance with the instructions of the Employer; and/or

Who fails to make appropriate use of the disputes procedure for the resolution of questions arising without recourse to strike or other industrial action.

It is recognised that, in order to maintain high standards of efficiency, safety, quality and good morale, the Employer has the right to discipline any Operative:

### SECTION 23 - DISCIPLINARY PROCEDURES

Upon starting a job the Employer is to notify the General Secretary and/or Regional Secretary as appropriate of the UCATT.

#### 22.8 Notification of Jobs

1. Recognise the Trade Unions who are signatories
2. Ensure all operatives are in direct employment of the company or its Sub-contractors and are engaged under the terms and conditions of the Refractory Users National Agreement
3. When requested by a signatory Union, Employers will provide facilities for the deduction of union subscriptions from the pay of Union members (check off)

The Refractory Users Federation recognises the signatory Trades Unions for the purpose of collective bargaining. In recognition that both parties are fully committed to the National Agreement the signatory Employers will:

NB. Provision for the introduction of 'Check off', as the mechanism for the deduction of Union subscriptions at source was agreed by the parties to be incorporated into the terms of the Agreement as part of the 2007-2009 settlement as follows:

#### 22.7 Deduction of Union dues from wages

- 22.4 Card Stewards are to confine their activities to the Operatives covered by this Agreement and employed by the Employer for whom they are working.
- 22.5 Any full-time official of the Trade Union may attend at the site by appointment with the Employer or his site Representative to interview Trade Union Members.
- 22.6 No meeting of the Operatives is to take place during working hours without the consent of the Employer or his Representative.

22.3 A Card Steward is not to leave the place of work to conduct Trade Union business without permission from the Employer's Site Representative or his appointed Deputy, and then only to conduct such business as is urgent and relevant to the job on which they are employed, inspection of Trade Union membership cards is not to take place during working time.

23.5.1 In certain circumstances the conduct may be so serious as to be referred to as gross misconduct. In such circumstances the first two stages of the disciplinary procedure, written warning, and final written warning, may be omitted and the Operative may be summarily dismissed without notice or pay in lieu of notice.

### 23.5 GROSS MISCONDUCT

In exceptional circumstances and if the matter is sufficiently serious, a final written warning may be issued in the first instance.

### 23.4 SERIOUS MISCONDUCT

The Operative shall be advised of the right of appeal at each stage of the procedure. Where the Employers organisational structure allows, the appeal should be heard by a Senior Manager / Director of the Employer who has not been involved in the disciplinary procedure. The request for an appeal must be made in writing within five working days of the date of the disciplinary decision.

### 23.3 RIGHT OF APPEAL

Warnings will normally be discarded after 6 months in the case of a written warning and 12 months in the case of a final written warning.

### 23.2 DURATION OF WARNINGS

23.1.7 No lock-up or strike in the Building Industry shall be applicable to members of the Federation on the one hand or to members of the Trade Union employed by members of the Federation on the other hand.

23.1.6 Where an Operative has been accompanied at a disciplinary hearing by a union representative the Employer shall provide the representative or the union with a copy of any letter of warning or dismissal providing the Operative gives express permission.

23.1.5 The Employer shall deal with disciplinary matters without undue delay.

23.1.4 Following each of the above stages the Employer will notify the Operative of the decision in writing including the right of appeal under Working Regulation 23.3.

#### 23.1.3 Dismissal

23.1.2 A final written warning

23.1.1 A written warning

23.1 Disciplinary action will comprise the following stages unless Working Regulation 23.4 is applicable:

Discipline shall normally be applied in accordance with the following procedure:

**N.B. The Employer will not take any disciplinary action before carrying out a full investigation into the matter for which the disciplinary hearing is to be held.**

Where possible, the Employer should allow a companion to have a say in the date and time of the hearing. If the companion cannot attend on a proposed date, the Operative can suggest an alternative time and date so long as it is reasonable and it is not more than five working days after the original date.

Where there is cause to take disciplinary action, the Employer will give the Operative adequate written notice of the date, time and place of the disciplinary hearing. The notice must contain details of the complaint against the Operative and advise of the right to be accompanied at the hearing by either a trade union representative or a work colleague (Working Regulation 23.8). Prior to the disciplinary hearing the Operative should be given copies of any documents that will be produced at the hearing.

The companion may confer privately with the Operative, either in the hearing room or outside. The companion has no right to answer questions on the Operative's behalf.

- Respond on the Operative's behalf to any view expressed at the hearing
- Sum up the Operative's case
- Put forward the Operative's case

Companions have an important role to play in supporting the Operative and should be allowed to participate as fully as possible regarding the hearing in order to:

Accompanying an Operative at a disciplinary hearing is a serious responsibility and the companion is entitled to a reasonable amount of paid time off to fulfill this responsibility. The time off should not only cover the hearing but also allow a reasonable amount of time to become familiar with the case and confer with the Operative before the hearing. The Operative must inform the Employer in advance of the hearing of the identity of the proposed companion.

**23.7 THE ACCOMPANYING PERSON (THE COMPANION)**

Where it is proposed to take disciplinary action against a duly appointed shop steward, or other union official, then before doing so, the Employer shall notify the appropriate full time official of the union concerned.

**23.6 SHOP STEWARDS**

23.5.3 Summary dismissal means termination of employment without notice or pay in lieu of notice. In circumstances where a gross misconduct is alleged to have occurred the Operative will normally be suspended on full pay whilst an investigation is carried out.

- Serious breach of the Employer's safety policy rules or regulations
- Bringing the Employer into serious disrepute
- Acts of incitement to or actual acts of discrimination on grounds of sex, race, religion, belief, colour, ethnic origin, disability, age or sexual orientation
- Serious bullying or harassment
- Serious carelessness resulting in loss or damage - or potential loss or damage
- Serious insubordination
- Misuse of the Employers or clients property or name.
- Serious breach of confidence (subject to the Public Interest Disclosure legislation)
- Removal from company sites or other premises of property belonging to the company, fellow Operative, client, sub-contractor, supplier or other without the approval of the Employer
- Serious breach of the Employer's safety policy rules or regulations
- Bringing the Employer into serious disrepute
- Acts of incitement to or actual acts of discrimination on grounds of sex, race, religion, belief, colour, ethnic origin, disability, age or sexual orientation
- Serious bullying or harassment
- Serious carelessness resulting in loss or damage - or potential loss or damage
- Serious insubordination
- Misuse of the Employers or clients property or name.
- Deliberate damage to property
- Theft, fraud or falsification of company records, documents or time sheets
- Physical violent - actual or threatened
- Violent, disorderly or indecent conduct
- Being under the influence of alcohol or other stimulants or drugs during working hours
- Deliberate damage to property
- Theft, fraud or falsification of company records, documents or time sheets
- Serious breach of confidence (subject to the Public Interest Disclosure legislation)
- Removal from company sites or other premises of property belonging to the company, fellow Operative, client, sub-contractor, supplier or other without the approval of the Employer
- Serious breach of the Employer's safety policy rules or regulations
- Bringing the Employer into serious disrepute
- Acts of incitement to or actual acts of discrimination on grounds of sex, race, religion, belief, colour, ethnic origin, disability, age or sexual orientation
- Serious bullying or harassment
- Serious carelessness resulting in loss or damage - or potential loss or damage
- Serious insubordination
- Misuse of the Employers or clients property or name.

23.5.2 Set out below is a list, although not exhaustive, of behaviour, which will be considered by the Employer to be gross misconduct:



## SECTION 24 - GRIEVANCE PROCEDURES

### Procedure for dealing with grievances

Grievances are concerns, problems or complaints that Operatives raise with their Employers. Any issue which may give rise to, or has given rise to a grievance (including issues related to discipline) affecting the Employer's workplace and Operatives employed by that Employer at that workplace shall be dealt with in accordance with the following procedure.

24.1 Operatives should aim to resolve most grievances informally with their line manager. This has advantages for all work places, particularly where there might be a close working relationship between a Manager and Operative. It also allows for problems to be resolved quickly.

24.2 If a grievance cannot be settled informally, or the matter is considered sufficiently serious, the following procedure should be followed:

#### Step 1

The Operative must write to the Employer setting out the details of the grievance or complaint.

#### Step 2

The Employer must investigate the allegations detailed in writing by the Operative and arrange a meeting with the Operative at the earliest practicable opportunity.

The Employer shall arrange a meeting and advise the Operative of the right to be accompanied at the meeting by either a trade union representative or work colleague (Working Regulation 24.4).

Where possible, the Employer should allow a companion to have a say in the date and time of the hearing. If the companion cannot attend on a proposed date, the Operative can suggest an alternative time and date so long as it is reasonable and it is not more than five working days after the original date.

#### Step 3

Following the meeting the Employer shall write to the Operative with a decision on their grievance and notify the Operative of the right of appeal against that decision if the Operative is not satisfied with it.

### 24.3 APPEALS

#### Step 1

If the Operative wishes to appeal against the Employer's decision then the Operative must write to the Employer within five working days of the Operative receiving the Employer's written decision.

#### Step 2

The Employer shall arrange a meeting at a time, date and place convenient to the Operative and advise the Operative of the right to be accompanied at the meeting by either a trade union representative or work colleague (Working Regulation 24.4). As far as is reasonably practicable the appeal should be with the most senior appropriate Manager/Director who has not previously been involved in the matter.

#### Step 3

Following the meeting the Employer shall write to the Operative with a decision on the grievance, which shall be regarded as the final stage of the grievance procedure.

### 24.4 THE ACCOMPANYING PERSON (THE COMPANION)

Accompanying an Operative at a grievance hearing is a serious responsibility and the companion is entitled to a reasonable amount of paid time off to fulfil this responsibility. The time off should not only cover the hearing but also allow a reasonable amount of time to become familiar with the case and confer with the Operative before the hearing. The Operative must inform the Employer in advance of the hearing of the identity of the proposed companion.

The decisions of the Construction Industry Joint Council shall be accepted and implemented by all concerned.

Falling resolution of the issue at Stage 2, and within 28 days, or such further period as may be agreed between the parties, the union representative concerned shall, if it is decided to pursue the matter further, put the issue in writing to the employer and it is the duty of such representative and/or the Employer to submit the matter, as quickly as practicable, to the Construction Industry Joint Council for settlement.

### Stage 3

Where a collective grievance reaches this stage it would be appropriate for each party to notify the appropriate CIJC joint secretary of the grievance.

Falling resolution of the issue at Stage 1, and within 28 days, or such further period as may be agreed between the parties, the full time local union representative shall report the matter up to the appropriate senior full time union representative, if there are good grounds for so doing and shall pursue the issue with the appropriate representative of the employer.

### Stage 2

If the matter then remains unresolved, and has not already been referred to a full time union representative, the steward shall report the matter to the appropriate full time union representative who shall, if he considers it appropriate, pursue any outstanding issue with the employer or his nominee after advising him in writing of the issues(s) he wishes to pursue.

### Stage 1

A written record shall be kept of meetings held and conclusions reached or decisions taken. The appropriate management or union representative should indicate at each stage of the procedure when an answer to questions arising is likely to be given, which should be as quickly as practicable.

Every effort should be made by all concerned to resolve any issue at the earliest stage. To assist in the speedy resolution of a collective grievance the matter should be referred to a steward, if appointed, or a full time union representative where no steward is appointed.

There shall be no stoppage of work, either partial or general, including a 'go-slow', strike, lock out or any other kind of disruption or restriction in output or departure from normal working, in relation to any grievance unless the grievance procedure has been fully used and exhausted at all levels.

Any issue which may give rise to or has given rise to a written grievance involving more than one Operative or interpretation of the Working Rule Agreement affecting the Employer's workplace and Operatives employed by the Employer at that workplace shall be dealt with in accordance with the following procedure.

## 24.6 COLLECTIVE GRIEVANCES OR DISPUTES

Setting out a grievance in writing is not easy - especially for those Operatives whose first language is not English or those who have difficulty expressing themselves on paper. In these circumstances the Operative should be encouraged to seek help, for example, from a work colleague or a trade union representative. Under the Disciplinary Discrimination Act 1995 Employers are required to make reasonable adjustments which may include assisting Operatives to formulate a written grievance if they are unable to do so themselves because of a disability.

## 24.5 RAISING A GRIEVANCE

The companion may confer privately with the Operative, either in the hearing room or outside. The companion has no right to answer questions on the Operative's behalf.

- Respond on the Operative's behalf to any view expressed at the hearing
- Sum up the Operative's case
- Put forward the Operative's case

Companions have an important role to play in supporting the Operative and should be allowed to participate as fully as possible the hearing in order to:

**A. RITCHIE**

.....  
General Secretary UCATT

Approved by and on behalf of the unions signatory to the agreement.

**PK Brierley**

.....  
Secretary

**C Sheppard**

.....  
Chairman

This Agreement is a revision of previous Agreements. It shall apply as from 1<sup>st</sup> January 2007. Approved by and on behalf of the Refractory Users Federation.

**SECTION 26 - SIGNATORIES**

Under the Health and Safety at Work Act 1974, provision is made for the signatory Trade Union/Trade Unions to appoint Safety Representatives on each contract to represent the joint membership. Upon formal application in writing to the Employer, by two Safety Representatives appointed in accordance with the Act, a Safety Committee may be established.

**SECTION 25 - SAFETY REPRESENTATIVES**

**APPENDIX "A" SCHEDULE OF WAGES RATES**

**Standard Hourly Rate**

**Guaranteed Minimum Weekly Earnings (GMWE)**

**(based on a basic 39-Hour Week)**

**Year**  
01.03.2010

**Senior Trades Person** 418.47  
**General Labourer** 354.51  
**Refractory Installer (Grade 1)** 313.17  
**Refractory Installer (Grade 2)** 292.11

**1. PAY RATES**

The following hourly rates (based on a basic 39-Hour Week) are applicable to existing grades for years 1 to 3 (2007-2009):

**From**  
1/3/2010

**£**

**Senior Trades Person** 10.73  
**General Labourer** 9.09  
**Refractory Installer (Grade 1)** 8.03  
**Refractory Installer (Grade 2)** 7.49

**2. Overtime Payments**

**Premium 1** has a value of 1.4225  
**Premium 2** has a value of 1.845

**3. Premiums applicable for shift working are as follows:**

**Mornings** = 10.5%  
**Afternoons** = 27.5%  
**Nights** = 50%

The above rates shall remain in force for the duration of the 2010 Agreement

**APPENDIX "B" SCHEDULE OF OTHER RATES**

Section 10.1

EFFECTIVE DATE

1<sup>st</sup> March 2010

Lodging Allowance per night (1<sup>st</sup> March 2010) £30.50

Inner London accommodation supplement (daily) (1<sup>st</sup> March 2010) £11.67

Inner London accommodation supplement (weekly) (1<sup>st</sup> March 2010) £81.68

NB. The Inner London supplement is applicable only for work undertaken within the M25 London orbital motorway.  
NB. It is taxable.

Lodging Allowance Retainer (per night)  
(1<sup>st</sup> March 2010) £6.95

Sick Pay Weekly (Section 15)

NB (The rate applicable from 1<sup>st</sup> January 2009) i.e. £95.35 shall remain unchanged for the duration of the 2010 Agreement.

Security of Tools (Section 18.1) £300.00

NB. The above Security of Tools provision (2007-2009) under this section shall remain unchanged for the duration of the 2010 Agreement.

Security of Clothing (Section 18.2) £ 75.00

NB. The above Security of Clothing provision (2007-2009) under this section shall remain unchanged for the duration of the 2010 Agreement.

Section 7C

Extra rates payable to Labourers (previously Section 7.3)

By agreement of the parties the extra rate payable to Labourers ceased to be payable from 1<sup>st</sup> January 2007. The duties that a Labourer is expected to perform within their overall role are as identified within the Agreement.

Stand-by payment

Stand-by payment will be paid at 84.5% of the basic rate

Travel time

Travel time will be paid at the stand-by rate

**APPENDIX "C" - APPRENTICE WAGE RATES**  
 Entrants under 19 years of age  
 The percentages below refer to the Senior Trades Persons basic rate of pay (see Appendix A above)

<u>SIX MONTHLY PERIODS</u>	<u>RATE PER WEEK</u>
First six month period	55% Senior Trades Persons basic rate of pay
Second six months period	65% Senior Trades Persons basic rate of pay
Third six months period	75% Senior Trades Persons basic rate of pay
Thereafter until skills test passed	85% Senior Trades Persons basic rate of pay
On passing skills test and until Completion of training period	95% Senior Trades Persons basic rate of pay
<b>Entrants over 19 years of age</b>	
1 <sup>st</sup> year	85% Senior Trades Persons basic rate of pay
2 <sup>nd</sup> year	90% Senior Trades Persons basic rate of pay
3 <sup>rd</sup> year	95% Senior Trades Persons basic rate of pay

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 become liable to pay additional tax. In your own interest you must therefore notify the site office immediately of any change in your circumstances.

## 2. Warning to Applicants

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.

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 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.

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.

c. You will be taxed on Lodging 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 that you make for those lodgings.

b. To be eligible for Lodging 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.

a. To be eligible for a Lodging Allowance under Section 10 of the Agreement, Employees must have been required by the 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 address.

Please read the following notes carefully before completing your application.

## 1. Notes for Applicants

### ADDENDUM "B" APPLICATION FOR LODGING ALLOWANCE

Every Employer is required to comply with the Health and Safety at Work Act 1974. Furthermore every employed person must comply with the Act where it relates to his/her own actions. Employees must co-operate in carrying out the provisions of the Act and must promptly report to a responsible person any defect they discover in plant or equipment. A contravention of the Act, irrespective of whether an accident has occurred or not may result in proceedings being taken against the actual offender.

### ADDENDUM "A" THE HEALTH AND SAFETY AT WORK ACT 1974

3. Application

I, .....

National Insurance No : .....

Employed as: .....

by (Name of Company) .....

at Contract/Site .....

apply for a Lodging Allowance and in support of any application declare that I normally reside at : (full permanent home address)

.....

.....

.....

I am now living temporarily in lodgings at (full address )

.....

.....

.....

I understand that the above particulars may be checked.

I declare that they are true.

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

Signature .....



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

Description : .....

Signed on behalf of the Employer by .....

Date : .....

his normal residence.

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

**5 Certificate of Employer's Representative**

ii. A Common-law wife maintained by him at his permanent address, if they have lived there together as man and wife for at least two years.

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

\* Note : Dependents. For this purpose dependants shall be deemed to be :

\* Note : Delete either paragraph (a) or (b) above, whichever does not apply.

Date .....

Signed .....

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 continuing financial obligation whilst working away.

and

ii. I have continuing liability for the expenses of maintenance of my permanent residence situated in the UK at which I live whilst not working away;

i. I am incurring additional expenditure on lodging away from my permanent residence;

b. I declare that :

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

**4. DECLARATION BY EMPLOYEE FOR P.A.Y.E. PURPOSES**

**6 Alternative Employee'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 area 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.

ADDENDUM "C"

Mr PK Brierley

Secretary:

Refractory Users Federation

5<sup>th</sup> Floor, Broadway House,

Tothill Street, LONDON SW1H 9NS

Tel. No: 020 7799 2000

Fax No: 020 7233 1930

List of Members - 24th November 2009

Mr C Stewart

Motherwell Bridge Limited

PO Box 4, Logans Road, Motherwell, Scotland ML1 3NP

Tel No: 01698 266111 Fax No: 01698 269774

Mr C Shepherd

Monolithic Refractories Ltd.

Drumau Farm, Neath, West Glamorgan SA10 6NW

Tel No: 01792 812023 Fax No: 01792 321023

Mr H Huting

Pirson Refractories Ltd.

Enterprise House, 49 Talbot Road, Port Talbot, SA13 1HN

Tel No: 01639 887199 Mob No: 07801 582723

Mr Piers Bradbury

Ancorite Surface Protection Ltd.

Millbuck Way, Etiley Heath,

Sandbach, Cheshire

CW11 3AB

Tel No: 01270 761720 Fax 01270 761697

Mrs H Hughes

Vesuvius UK Ltd.

Midland Way, Barborough Works, Derbyshire S43 9BS

Tel No: 01246 571700

Mr T Rose

York Linings International Ltd.

Millfield Industrial Estate,

Whedrake,

York YO19 6NA

Tel No: 01904 449777 Fax No: 01904 449888

Mr G Corbet

Cobb Refractories Ltd

Unit 3, New Road Industrial Estate, New Road

Burntwood, Staffordshire WS7 0AZ

**TRANSPORT AND GENERAL WORKERS UNION**  
Transport House, 128 Theobald's Road, Hölborn,  
London WC1X 8TN  
Tel No: 020 7611 2500 Fax No: 020 7611 2555

**ADDENDUM "F"**

**GENERAL MUNICIPAL BOILERMAKERS**  
22-24 Worpole Road, London SW19 4OD  
Tel No: 020 8947 3131 Fax No: 020 8944 6552

**ADDENDUM "E"**

**UNION OF CONSTRUCTION, ALLIED TRADES  
AND TECHNICIANS**  
177 Abbeville Road, Clapham, London SW4 9RL  
Tel No: 020 7622 2442 Fax No: 020 7720 4081

**ADDENDUM "D"**