

THE DEMOLITION INDUSTRY CONCILIATION BOARD

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Constitution of the Board and Working Rule Agreement

FOR THE DEMOLITION AND DISMANTLING INDUSTRY
IN ENGLAND, WALES & SCOTLAND

*Revised Edition
October 2023*

One-year agreement from July 2024

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This Agreement supersedes all earlier Agreements and is between THE NATIONAL FEDERATION OF DEMOLITION CONTRACTORS LIMITED and THE UNIONS NAMED IN THE CONSTITUTION OF THE DEMOLITION INDUSTRY CONCILIATION BOARD SET OUT BELOW and provides that there shall be constituted a Joint Board in which shall be vested responsibility for the interpretation of the Agreement and for the settlement of disputes or differences arising out of its operation.

Parties to the Agreement

The Parties to the Agreement shall be the National Federation of Demolition Contractors Limited (“the Employers”) and Unite the Union (“the Union”).

Now it is agreed by the Parties to this Agreement as follows:

PART A

CONSTITUTION OF THE DEMOLITION INDUSTRY CONCILIATION BOARD

1. THE DEMOLITION INDUSTRY CONCILIATION BOARD shall consist of representatives of:

- (a) THE NATIONAL FEDERATION OF DEMOLITION CONTRACTORS LIMITED; and, (b) UNITE the UNION.

The Employers’ Side shall consist of three representatives together with a Secretary.

The Employees’ Side shall consist of three representatives together with a Secretary.

Each side shall appoint its own representatives and may arrange for the appointment of substitutes where necessary.

2. CHAIR AND VICE-CHAIR

The Board shall elect a Chair and Vice-Chair.

3. MEETINGS

Meetings of the Board shall be held in London or at such other place as the occasion may require and shall, on representation by either of the parties, be convened by Joint Secretaries. In any event, an annual meeting shall be held in London.

4. VOTING

Ordinary voting shall be done by a show of hands but shall be by ballot upon request of either side. Any decision, to be binding, must be carried by a majority of votes on each side of those present and voting. The Secretaries shall be entitled to vote.

5. INFORMATION AND/OR EVIDENCE

The Board shall have the power to call for information and hear evidence of any question, which may arise for adjudication or settlement.

6. SUB-COMMITTEES

The Board may appoint such sub-committees as are necessary in its opinion for the transaction of its business.

7. JURISDICTION AND EXTENT

The Board’s jurisdiction and interests shall extend to all matters relative to the industry, including questions of health, safety and welfare, as well as terms and conditions of employment.

8. HONOUR CLAUSE

This Agreement, although not legally enforceable, has been entered into freely and voluntarily and is intended to be binding in honour as between the parties. The parties therefore undertake to take all such steps as are reasonably practicable to prevent any persons covered by it from acting in breach of its provisions.

PART B

PREVENTION OR SETTLEMENT OF DISPUTES

- 1.** The parties to the Agreement agree that in the event of any dispute or difference arising between their respective memberships or any other relevant party, every means of effecting an amicable settlement shall be exhausted before resorting to direct action.
- 2.** Either or both of the parties between whom any difference or dispute arises out of the operation of the Agreement may request that the difference or dispute be considered by a Demolition Industry National Disputes Commission or Panel (as appropriate).
- 3.** Such a request shall be made in writing to the appropriate Joint Secretary and on such reference being properly made it shall be the duty of the Joint Secretaries to confer and (if the matter is incapable of settlement by them jointly) to convene a Disputes Panel or a Demolition Industry National Disputes Commission for the purpose of considering the difference or dispute as soon as possible.
- 4.** Decisions of a Disputes Panel or of a Demolition Industry National Disputes Commission shall be final and binding upon both parties.
- 5.** In no event shall such a decision form a precedent in any other difference or dispute outside the demolition or dismantling industry.
- 6.** Nothing in the foregoing arrangements shall be construed as conferring upon the said Panels or Commissions the right to take decisions on matters of general rulings on the Working Rule Agreement.
- 7.** Disputes Panels shall consist of a Chair appointed as agreed together with the Joint Secretaries and shall consider individual employment grievances and disputes arising between employers and employees.
- 8.** Demolition Industry National Disputes Commissions shall be composed of three representatives from each side together with the Joint Secretaries appointed as agreed, and shall:
 - (a)** Hold an enquiry without delay in the place where the dispute is occurring or about to occur or elsewhere as may be deemed most expedient.
 - (b)** Take evidence from the parties concerned and otherwise enquire into the cause and nature of the dispute.
 - (c)** Make sure reports and recommendations, as the Commission may think fit, are given to the respective national governing bodies as to the settlement of such dispute.
 - (d)** Give such directions as the Commission may think fit as to preventing a stoppage of work or, in the event of a stoppage having taken place, as to providing for a resumption of work pending consideration of the report and recommendations under (c) aforesaid by the respective national governing bodies and ratification or otherwise by them.
- 9.** The expenses of those appointed to serve on Dispute Panels and Commissions should be paid by their respective organisations.
- 10.** Reports by Disputes Panels and Commissions shall be laid before the Respective National governing bodies of each side as soon as practicable after they have been received and be dealt with promptly in one of the following ways:
 - (a)** The recommendations may be approved and in that case communications shall be exchanged between the national governing bodies intimating that they will give effect thereto.
 - (b)** The recommendations may be disapproved wholly or partly in which case communications shall be exchanged between the National governing bodies as to further steps, which shall be taken in regard to the dispute or difference.

Signed on behalf of the Employers' Side

For THE NATIONAL FEDERATION OF DEMOLITION CONTRACTORS LTD



**Duncan Rudall, Hon.FIDE, TechIOSH, ACIOB, MInstLM, MIQ, AIEMA,
Chief Executive Officer, NFDC Ltd**

Signed on behalf of the Employees' Side

For UNITE the Union



**Jason Poulter,
Construction National Officer, UNITE the Union**

Dated this day, 25th day of June 2024

WORKING RULE AGREEMENT

THIS AGREEMENT REGULATES the Wages, Hours and Working Conditions for operatives employed in demolition and dismantling work in England, Wales and Scotland.

DECLARATION OF INTENT

The National Federation of Demolition Contractors recognises the Signatory Trades Unions within the Demolition Industry Conciliation Board Joint Council for the purposes of collective bargaining. Both Parties are fully committed to the Working Rule Agreement and agree to ensure all operatives are in direct employment of the Company or its sub-contractors and are engaged under the terms and conditions of the current Working Rule Agreement.

It is the purpose of the parties hereto that all operatives:

- (a) Shall be in the direct employment of a demolition and dismantling contractor or sub-contractor and working in accordance with the conditions laid down in this Agreement;
- (b) Shall be employed at the rates of wages under the conditions laid down herein.

1. WAGES – GENERAL

- (a) The rates of wages for demolition and dismantling operatives shall be those prescribed from time to time by the Demolition Industry Conciliation Board (herein called “the Board”).
- (b) The guaranteed minimum weekly earnings of demolition and dismantling industry operatives shall comprise: The current weekly standard rates of wages (hereinafter called “the plain time rate”) at the rates fixed and promulgated by the Board from time to time.
- (c) The pay week shall be from midnight Sunday to midnight Sunday, but it shall be permissible for wages to be made up to Friday nights.
- (d) The payday shall be Thursday of each week, but where a day or days of recognised public or winter holidays occur in a pay week, wages may be paid on a suitable alternative day in that week.
- (e) Where an annual holiday occurs, the wages in respect of the pay week immediately preceding such a holiday shall be paid on the Thursday in the pay week immediately succeeding such a holiday.
- (f) Payments made under these Rules for Christmas Day, Boxing Day and New Year’s Day shall be made on the payday in the first full working week immediately succeeding the winter holiday.

2. PLAIN TIME RATES

(a) **Apprentice Rates**

The parties will agree appropriate apprentice rates of pay, giving consideration to market forces and the need to attract new entrants into the industry.

(b) General Operatives

The categories of Operatives have been revised as shown below, and the plain time hourly rates shall be increased to the following: -

Category of Operatives	Hourly Rate
	From 20/07/24 £ p
Supervisor	21.73
Demolition Operative 3 ADO / Chargehand	14.65
Demolition Operative 2 DRO	13.50
Demolition Operative 1 Demolition Labourer	12.68
Demolition Operative Other Plant Operator	20.31

The night shift shall be as the day shift rate plus 25%.

First Aid requirements shall be provided on demolition and dismantling sites in accordance with the Health and Safety (First Aid) Regulations 1981 (as amended).

The employer shall appoint a first-aider or other suitably trained employee who shall receive a weekly payment as follows:

	Weekly Payment From 20/07/2024
First Aid	11.00

(c) Watchman

The rate per shift for watchman is as follows:

	Day	Night
From 20/07/2024	101.27	126.60

A watchman's shift during the day is the period during which a "day gang" would be working. The definition of day gang is determined by each site. During the night the shift commences at the normal time of operatives leaving work until the time of starting the next day. Saturday afternoons until ordinary weekday time of leaving off is to be arranged by the employee and paid at not less than half the rate for a shift.

(d) Mechanical Plant Operators (Plus Rates)

These operatives shall be paid the basic plain time rate for labourers together with the following rates: -

Category of Operatives	Hourly Rate
	From 20/07/24 £ p
<i>Power-Driven Tools</i> Operative using Power-driven Tools such as Breakers, Percussive Drills, Picks and Spades, Rammers	0.98
<i>Compressors</i> Mobile or portable Air Compressor, Operator of	0.87
<i>Mobile Cranes</i> Self-propelled Mobile Crane on Road wheels or Caterpillar tracks including Lorry mounted: capacity up to and including 2 tons	1.05
<i>All other mobile cranes</i>	3.07
<i>Dumpers</i> Over 0.8 cu metres up to and including 3.85 cu metres struck capacity	0.96
<i>Demolition Rigged Excavators</i> Category A - Materials processing.	1.17
Category B – Demolishing < 15 m.	1.67
Category C – Demolishing < 30 m.	2.34
Category D – All heights	2.59
Operative attending Cranes or Excavators (Banksman)	0.98
<i>Front-End Shovels</i> Up to and including 0.8 cu metres.	1.00
Over 0.8 cu metres up to and including 2.3 cu metres.	1.65
Over 2.3 cu metres up to and including.	2.17

(e) Lorry Drivers

Drivers of lorries shall be paid the following hourly rates:

	From 20/07/24
Class 1	£16.60
Class 2	£15.10
Class 3	£14.15

(f) Asbestos Stripping/Removal

Operatives involved in the asbestos stripping/removal process, carried out in accordance with the provisions of the relevant Asbestos Legislation or where the provisions of the Asbestos Legislation are applied (i.e. where stripping/removal process is contracted to be carried out in accordance with the Regulations) will be:

From 20/07/2024	+ £2.95	an hour extra
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(g) Plant Drivers and Preparatory and Finishing Work

Drivers of plant are to be paid at ordinary hourly rates half an hour before, and half an hour after, ordinary time if required for preparatory or finishing work. Preparatory /finishing work includes (but is not limited to) refuelling, firing up, oiling round, getting out, starting up, banking down, checking over, cleaning out and parking the machine, and any other such works as required for the completion of the work. Where any other such works can reasonably be expected to take longer than half an hour an additional payment shall be agreed at site level.

(h) Servicing at Weekends

A shift of eight hours at ordinary rate is to be paid to one operative for diesel and petrol excavator, tractor, greasing, changing oil and general servicing, if required to be done on a Sunday. A shift of five hours at ordinary rates is to be paid to one operative if required to be done out of working hours on Saturday.

(i) Exceptionally Rigorous Conditions

Operatives engaged in conditions on any site which are obnoxious or rigorous to a degree in excess of that normally encountered in the demolition and dismantling industry shall be paid:

From 20/07/2024	+ £0.57	an hour extra
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(j) Foreman and Fitters

The rates of wages for foremen and fitters shall continue to be dealt with between individual employers and their foreman and fitters in accordance with their long-standing practice; provided always that such employees shall be entitled to annual holidays with pay in accordance with Rule 7 hereof.

3. WORKING HOURS

The normal working hours in the industry shall be: -

Monday to Thursday:	8 hours per day
Friday:	7 hours per day
Total:	39 hours per week

4. OVERTIME

- (a) (i) Overtime shall be calculated from Monday to Friday inclusive after the normal weekly working hours as prescribed in Rule 3 have been worked.
- (ii) Overtime will only apply once the full time hours for the normal working week has been reached; this provision shall not apply unless the loss of time is through the employee's own fault and the employer has not sanctioned the absence.
- (iii) Overtime shall be paid at the rate of time-and-a-half for the first three hours on each of the following days: Monday, Tuesday, Wednesday, Thursday, Friday, subject to 4(a) (i) above. Thereafter until starting time next morning, double time is payable.
- (iv) Saturday: time-and-a-half from starting time until 4.00p.m. Thereafter and until starting time on Monday, double time is payable.
- (v) Where, in any locality, any such day is generally worked and another day is, or other days are recognised as a general holiday, one such other day shall be deemed a holiday for the purpose of this paragraph in lieu of overtime payment for the holiday hereinbefore prescribed.

(a) **Payment for Work on Public Holidays**

All hours worked on a day designated as a Public Holiday shall be paid for at double time. An employee who has worked on a Public Holiday should be given another paid day's holiday in lieu and not paid holiday pay for the day worked.

5. SHIFT WORK

It shall be permissible for the Industry to work on shifts. Where regular shift working is in operation, the following shall apply: -

Day Shift	Ordinary Plain Time Rate
	From 20/07/24
Night Shift	+ £1.43

6. HOLIDAY PERIODS – RESTRICTED WORKING HOURS

Subject always to the general over-riding principles of this Agreement, where on the night immediately prior to, or immediately following, a public or other recognised holiday, work cannot proceed, provided that the employee would otherwise have been available for work, they shall be paid in respect of that pay week (and excluding any overtime earnings) at their plain time rate for the hours lost, so far as they fall short of 39 hours.

7. ANNUAL HOLIDAYS WITH PAY

Holiday Entitlement

Employees are entitled to 22 days of industry holidays plus 8 days of public holidays (or the pro-rata equivalent if the employee works part-time).

The entitlement of part-time employees shall be calculated on a pro-rata basis by reference to a full-time entitlement of 22 days' holiday each year. Part-time employees shall also receive a pro-rata entitlement of the public and bank holidays, regardless of whether those days fall on their normal working days.

Calculation of Holiday Entitlement for Employees Who Leaves During the Year

For the period 2024 - 2024: On termination of employment, employees are entitled to be paid holiday entitlement in lieu.

It is then necessary to calculate how many days of paid holiday (both industry and public/bank) the employee has received during the same period. If the employee has been paid for less than the accrued entitlement, then a payment in lieu of the difference must be made with the final wage. If, on the other hand, the employee has been paid for more holidays than accrued an appropriate deduction should be made from the final wage. This change removes the anomaly whereby employees working in the spring for a few months receive more paid public holidays than employees working for a similar period during the autumn where there are fewer public holidays.

The employee shall not carry forward any accrued but untaken holiday entitlement to a subsequent holiday year unless it is expressly permitted by the employee's contract of employment or the Employee has been prevented from taking it in the relevant holiday year by one of the following: a period of sickness absence or statutory maternity leave, paternity, adoption, parental or shared parental leave. In cases of sickness absence, carry-over is limited to 5.6 weeks' holiday per year less any leave taken during the leave year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost.

8. BANK AND PUBLIC HOLIDAYS

(a) England and Wales

The following are days to be recognised as holidays for purpose of the Working Rule Agreement provided that such days are generally recognised as public holidays in the locality in which the work is being done.

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

Where a public holiday falls on a weekend then the first following normal working day will substitute for this day.

(b) Scotland

The following are days to be recognised as Public Holidays for the purposes of the Working Rule Agreement, provided that such days are generally recognised as holidays in the locality in which the work is being done.

- Monday in the Spring Holiday
- The first Monday in May
- Friday immediately preceding the Annual Local Trades Holiday – As fixed the competent local authority
- Friday and Monday at the Autumn Holiday – As fixed by the competent local authority
- Christmas Day
- Boxing Day
- New Years' Day

Where a public holiday falls on a weekend then the first following normal working day will substitute for this day.

9. PAYMENT FOR HOLIDAYS

Payment for Annual Holidays, (22 day's each full year) which shall be made on the last Pay-day preceding the commencement of each holiday period.

Outstanding holiday which has been accrued but not taken on termination will be calculated pro-rata up to the date of leaving and rounded up to the nearest half day. The Company may ask employees to take all outstanding leave during their notice period. Unless required by law, on the termination of employment, employees have no right to be paid for holiday accrued but not taken in previous holiday years. However, the Company may require employees not to take any holiday during the notice period and require employees to work in order to effect a smooth handover or finish any outstanding work. In which case the Company will make a payment in lieu of holiday accrued but not taken, subject to deduction for tax and National Insurance contributions.

Where annual holiday taken exceeds what has been accrued at the date of termination, the Company reserves the right to deduct the equivalent of the payments made for such additional days from the employee's final pay.

Night Work and Shift Work

In the case of night work or shift work, it is customary for a holiday period to commence and finish at that start of the shifts which include the midnight proceeding or the midnight at the end of the holiday period for normal day workers.

10. REST PERIODS AND REST BREAKS - FOR INFORMATION ONLY

Subject to certain exemptions, the Working Time Regulations 1998 provides that workers are entitled to:

- A daily rest period of not less than 11 consecutive hours in each 24-hour period.
- A weekly rest period of not less than 24 hours' uninterrupted rest in each seven-day period at the employer's choice, either:
 - Two uninterrupted rest periods of not less than 24 hours in each 14-day period; or
 - One uninterrupted rest period of not less than 48 hours in each 14-day period.

11. MEAL INTERVALS

Mutually agreed arrangements shall be made for the taking of meals. The interval or intervals for meals, shall not exceed a total period of one hour for which 30 minutes will be unpaid unless expressed otherwise in the contract of employment.

12. TRAVELLING AND SUBSISTENCE ALLOWANCES

When an employee is recruited at the project on the understanding that their engagement commences on arrival at the project, they shall not be entitled to payment of either subsistence or periodic travelling allowances.

Any travel allowances or the provision of any contractual benefits such as access to a vehicle, that is in excess of this agreement, will be expressed within the contract of employment and associated company policies.

In all other cases the following provisions shall apply.

Daily travelling allowances on the following scales for distances travelled in excess of 14 kilometres (8.75 miles) each way daily from their home to the temporary location of work:

12.1 Transport Provided Free by Employers

Where, at the discretion of the employer, an employee travels by transport provided free by the Employer:

- The first 14 kilometres each way: Nil.
- Exceeding 14 kilometres each way – 10.50p per kilometre for each kilometre or part of a kilometre in excess of 14 kilometres, one way.

The cost of providing free transport by employers under this Rule in addition to the appropriate monetary allowance shall be deemed to be a payment of travelling allowances to employees within the meaning of the Rule. The employee shall not be entitled to a fares element (see sub-para (b)) except for the straight-line distance exceeding six kilometres between the centre of the square in which the employer's collection point lies and the home centre.

12.2 Expenses Paid in Relation to the use of Public Transport

Where an employee travels by public transport:

- The first 14 kilometres each way: Nil.
- Exceeding 14 kilometres each way – in accordance with the following scale, for the distance measured one way:

Total Straight Line Distance in Kilometres	Fare Allowance Element £ p	Travel Allowance Element £ p
	Plus 3.2%	Plus 3.2%
	2024	2024
15	7.18	2.01
20	9.46	3.15
25	10.79	4.25
30	11.94	5.40
35	13.18	6.51
40	14.75	7.63
45	16.79	8.77
50	18.34	9.91

A distance measuring to part of a kilometre is to count as measuring to the next highest kilometre.

Employees are expected to travel using the most efficient route available to them.

12.3 Conditions Affecting Daily Travel

(a) Employee's Home

An employee's home is their registered permanent address or temporary accommodation notified and acknowledged by the employer in advance of any allowances becoming payable.

(b) Measurement of Distance

All distances shall be measured in accordance with the RAC or similar Route Finder to identify the fastest route from where the Employer requires them to report for work.

(c) Limit of Payment

Where a fare allowance is paid tax free it shall not exceed the limit set by HMRC – OR Rates contained with this agreement

(e) Employees in Respect of Periodic Leave and/or Subsistence Allowances

To qualify for daily travelling allowances in addition to periodic leave and/or subsistence allowances an employee must show that they are residing in accommodation as close to the site of the project as possible.

12.4 Periodic travel

Workers will be entitled to the following minimum periodic travelling allowances (and any further contractual periodic travel allowances as set out in the workers contract of employment):

(a) Fares

Fares shall be paid, or, at the option of the Employer, an employee may be conveyed:

- (i)** From a convenient centre (see 12.5a) to the project at commencement of their employment on the project;
- (ii)** From the project to the convenient centre on termination of their employment on the project by their employers;
- (iii)** To and from the project at the following periodic leave intervals:
Projects up to 128 kilometres from the convenient centre (measured in a straight line) – 6 weeks.
- (iv)** Projects over 128 kilometres from the convenient centre (measured in a straight line) – an interval fixed by mutual arrangement between employer and the operative before the operative goes to the project.

12.5 Conditions Affecting Periodic Travel

(a) Convenient Centre

The convenient centre shall be a railway station, bus station or other similar suitable place in the area in which the operative normally resides.

(b) Measurement of Distance

All distances shall be measured in accordance with the RAC or similar Route Finder to identify the fastest route from where their Employer requires them to report for work.

(c) Payment of Fares

Where in the case of periodic leave employers do not exercise the option to provide free transport, the obligation to pay fares may, at the employers' discretion, be discharged by the provision of a railway or bus ticket or travel voucher or by reimbursing the rail fare.

12.6 Travelling time payments

- (a)** Time spent in periodic travelling is not to be reckoned as part of the Normal working hours.
- (b)** Periodic travelling time payments shall in no case exceed payment for hours per journey.
- (c)** Periodic travelling time payments shall in all cases be at the basic contracted rates to the nearest quarter of an hour.

12.7 Subsistence Allowances

Subsistence allowances shall be paid to any employee necessarily living away from the place to which they normally reside, at the rate of £50.65 per night for the period ending 19th July 2025. This figure will be reviewed from time to time and may vary according to the relevant HMRC rates. It does not increase by the % rates agreed.

Subsistence allowances shall not be paid in respect of any day on which the employee absents themselves from work except that an employer shall pay subsistence allowance to an employee in their employment in respect of any such day covered by the Certificate of Sickness/Injury aforementioned during which:

- (a) The employee is absent from work due to sickness or industrial injury, and
- (b) The employee continues to live in the accommodation the occupation of which entitled them to subsistence allowance immediately prior to the sickness or injury; and provided that the employer receives from the employee, within 3 working days from (and including) the day on which the absence due to sickness or industrial injury first occurs, and at such intervals thereafter as the employer may require, a Medical Certificate of Sickness/Injury relating to the sickness/industrial injury, if greater than 7 days consecutively or 7 days linked within a period of 8 weeks.

13. GUARANTEED WEEKLY WAGES – AVAILABILITY FOR WORK

13.1 Availability for Work

‘Availability for Work’ means that:

- (a) Unless otherwise specifically instructed by the employer or their representative, each employee shall present themselves for work each weekday at the usual starting time of the shop, project or site and shall remain for work throughout normal working hours.
- (b) If in the shop or on the project or site, work is not available for an employee in their own occupation, they shall hold themselves ready and willing to perform work in any other suitable demolition or dismantling industry occupation or at any other project, site or shop where work is available.
- (c) In cases where abnormal weather conditions interrupt work over a period of time, suitable arrangements (appropriate to the circumstances for each case) may be made by the employer, by which employees shall register or establish that they are available for work on each day.

13.2 Guaranteed Weekly Wage

(a) General

An employee shall be guaranteed payment of their guaranteed minimum or ordinary contracted weekly earnings comprising of the weekly standard basic rates of wages 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.

This guarantee is subject to the following conditions:

- That throughout the normal working hours of the pay week the employee is available for work as defined above.
- The guarantee does not apply to weeks of Annual Holiday or to Winter Holiday or Easter/Spring Holiday.

The guarantee is reduced proportionately for any pay week in which:

- The employee is engaged after the commencement of the pay week;
- The employee's employment terminates before the end of the pay week;
- The employee is absent for part of the pay week due to certified sickness or injury, or
- The employee is absent for one or more days of winter, Easter/Spring, Public or recognised holiday.

Where collective action is taken by any employees employed under this agreement, the employer shall at all times use their best endeavours to provide continuity of work for those employees who are not involved in the dispute and who remain available for work. If, because of the industrial action taken, the employer cannot provide such continuity of work, the provisions of the rule relating to guaranteed time payments would be suspended until normal working is restored.

13.3 Loss of Guarantee

An employee who has not been available for work within the meaning of the preceding paragraph shall not be entitled to the weekly guarantee but shall be entitled only to payment of the appropriate proportion of their guarantee minimum weekly earnings as defined in clause 13.2 (a) for half the number of any hours during which, although available for work, they have been prevented from working by inclement weather or other cause beyond the control of the parties.

13.4 Temporary Lay-off

Where work is temporarily stopped or is not provided by the employer and a pay week during which the employee actually works is followed by a complete pay week during which, although remaining available for work, they are prevented from performing actual work, they shall be paid for that pay week their guaranteed minimum weekly earnings, as defined in clause 13.2 (a) above. Thereafter and while the stoppage of work continues, and the employee is similarly prevented from actually working, they may be required by the employer to register as an unemployed person, in which event the provisions of this Agreement relating to continuity of employment during temporary stoppage of work shall apply to them.

13.5 Disputes

Disputes arising under this Rule shall, in the event of no decision by the Board, and in the event only, be referred by the Board to the Advisory, Conciliation and Arbitration Service (ACAS) for adjudication.

14. STATEMENT OF PARTICULARS OF EMPLOYMENT

This Working Rule Agreement shall be incorporated into the employee's Contract of Employment by reference in the Statement of Particulars under Section 1 of the Employment Rights Act 1996.

15. CONDITIONS OF SERVICE AND TERMINATION OF EMPLOYMENT

The employment of all employees in the demolition and dismantling industry shall be upon the following conditions that shall be equally binding upon both employers and employees. At the absolute discretion of the Employer an employee may be transferred at any time during the period of their employment from one project to another.

15.1 Notice to be given

Section 86 of the Employment Rights Act 1996 (ERA 1996) imposes a statutory obligation on the employer and the employee to give notice of termination.

- (a) The period of notice of termination of employment to be tendered by employees to the Employer shall be as follows:

Period of Continuous Employment	Notice period
Six working days or less	2 hours (to expire at the end of the normal working hours of any day)
More than six working days but less than one month	One day (24 hours)
One month or more	One week

- (b) The period of notice of termination of employment to be tendered by the Employer to the employee shall be as follows:

Period of Continuous Employment	Notice period
Less than one month	No Notice
More than one month but less than two years	One week
More than two years but less than 12 years	One week for each year of continuous service
More than 12 years	12 weeks

15.2 Gross Misconduct

Where an employee has been found to have committed an act of gross misconduct, the employee may be summarily dismissed at any time without notice or payment in lieu of notice or as otherwise maybe set out in the employee's Contract of Employment.

15.3 Termination of Employment by Mutual Consent

The employment may be terminated at any time either:

- (a) By mutual consent (which should be expressed in writing), or;
- (b) **at the discretion of the employer**, by payment, in lieu of the prescribed period of notice, of the amount to which the employee would have been entitled under Section 86 of the Employment Rights Act 1996 if notice had been given.

15.4 Continuity of Employment

(a) Temporary Stoppage of Work

When there has been a temporary stoppage of work (e.g. through inclement weather), and an employee who has been temporarily laid off under these Rules, is re-started by the employer, the employment shall, for the purposes of this Rule, be deemed to have been continuous.

(b) Registering for Unemployment Benefit

In the event of an employee registering for unemployment benefits, in accordance with the provisions of Rule 17 and the contract of employment not having been terminated by either party, the employee subsequently resuming work with the same employer, the employment shall be deemed to have been continuous for the purpose of this Rule.

15.5 Payments

(a) Holiday Entitlement

Payment for Annual Holidays, (22 day's each full year) which shall be made on the last Pay-day preceding the commencement of each holiday period.

Outstanding holiday which has been accrued but not taken on termination will be calculated pro-rata up to the date of leaving and rounded up to the nearest half day. The Company may ask employees to take all outstanding leave during their notice period. Unless required by law, on the termination of employment, employees have no right to be paid for holiday accrued but not taken in previous holiday years. However, the Company may require employees not to take any holiday during the notice period and require employees to work in order to effect a smooth handover or finish any outstanding work. In which case the Company will make a payment in lieu of holiday accrued but not taken, subject to deduction for tax and National Insurance contributions.

Where annual holiday taken exceeds what has been accrued at the date of termination, the Company reserves the right to deduct the equivalent of the payments made for such additional days from the employee's final pay.

16. TRAVELLING AND EMERGENCY WORK INSTRUCTED BY AN EMPLOYER

If an employee is sent from their employer's place of business (or if employed at another location) to the site of other work for the purpose of doing any work, or, is called from their place of residency at a time not within normal working hours for the purpose of carrying out emergency work, they shall be allowed travelling expenses and time, at ordinary rates, occupied in travelling one journey each way for the project.

Normal working hours for the purpose of this paragraph shall include night work hours where the employee is for the time being employed on night work.

17. PAYMENT FOR ABSENCE DUE TO SICKNESS OR INJURY

17.1 (a) Relationship of Industry Sick Pay with Statutory Sick Pay

Under existing legislation there is an entitlement to statutory sick pay. Any payment due under this Rule shall be increased by an amount equivalent to any statutory sick pay that may be payable in respect of the same day of incapacity for work under the Regulations made under that Act. These are referred to elsewhere in this Rule as "SSP Regulations".

(b) Qualifying Days

For the purpose of both this Rule and the SSP Regulations, the Qualifying Days that shall generally apply in the industry are Monday to Friday in each week. While the Qualifying Days referred to as above shall be generally be the same five days as those which form the normal week of guaranteed employment under this Agreement, it is accepted that there might be certain exceptions, e.g. where the particular circumstances of the workplace require continuous six or seven day working. In these situations it is in order, where there is mutual agreement, for other days to be regarded as Qualifying Days for the purpose of this Rule and SSP

(c) Amount and Duration of Payment

An operative who, during employment with an employer is absent from work on account of sickness or injury shall, subject to satisfying all the conditions set out in this Rule, be paid the appropriate proportion of a weekly amount as specified for each Qualifying Day of incapacity for work. For this purpose, the appropriate proportion due for a day shall be the weekly rate divided by the number of qualifying days specified.

(d) Notification of Incapacity for Work

An operative shall not be entitled to payment under this Rule unless, during the first Qualifying Day in the period of incapacity, the employer is notified that the operative is unable to work due to sickness or injury and when the incapacity for work started. Thereafter the operative shall, at intervals not exceeding one week throughout the whole period of absence, keep the employer informed of his continuing incapacity for work. Where the employer is notified later than this Rule requires, the employer may nevertheless make payment under the Rule if satisfied that there was good cause for the delay.

(e) Certification of Incapacity for Work

The whole period of absence from work shall be covered by a certificate or certificates of incapacity for work to the satisfaction of the employer. For the first seven consecutive days of sickness absence, including weekends and public holidays, a self certificate will normally suffice for this purpose. Any additional days of the same period of absence must be covered by a certificate or certificates given by a registered medical practitioner.

Note: For the purpose of this paragraph a self certificate means a signed statement made by the operative, in a form that is approved by the employer, that he has been unable to work due to sickness/injury for the whole period specified in the statement.

(f) Qualifying Conditions for payment

An operative shall not be entitled to the payment prescribed in this Rule unless the following conditions are satisfied:

- (i) That incapacity has been notified to the employer in accordance with clause above.
- (ii) That the requirements above to supply certificate(s) of incapacity for work have been complied with.
- (iii) That the first three Qualifying Days (for which no payment shall be due) have elapsed in each period of absence – subject to the SSP linking provisions.
- (iv) That none of the Qualifying Days concerned is a day of annual or public holiday granted in accordance with the provisions of this Working Rule Agreement
- (v) That the incapacity does not arise directly or indirectly from insurrection or war, attempted suicide or self-inflicted injury, the operative's own misconduct, any gainful occupation outside working hours or participation as a professional in sports or games.
- (vi) That the limit of payment has not been reached.

(g) Record of Absence

The employer shall be responsible for keeping records of absence and payments made to operatives under this Rule.

18. DEATH BENEFIT SCHEME

Appropriate cover that complies with the following section is available from B&CE and may also be available from other providers.

- (a) Demolition Operative is entitled to a death in service benefit, of £40,000. In the event that the operative dies as a result of an accident at the place of work, or when travelling to or from work (as defined in the Building and Civil Engineering Benefits Scheme, which is published separately) the payment under the benefit doubles to £80,000.

GUIDANCE NOTE

Since the entitlement to death in service benefit cover is a provision of the Working Rule Agreement it follows that it constitutes part of the terms and conditions of employment of Demolition and Dismantling Operatives. Employers, therefore, who fail to observe the Building and Civil Engineering Benefits Scheme shall themselves be liable for the appropriate benefits in the event of the retirement or death of Operatives in circumstances covered by the Rules of the Scheme.

19. BEREAVEMENT LEAVE

This procedure does not form part of any employee's contract of employment.

In the event of the death of a member of an employee's family, the employee shall normally be entitled to two days absence at average earnings. Any further period of absence may be granted by mutual agreement between the employee and their employer.

In the event of the death of a child, including a stillbirth, please see clause 20 below.

For the purpose of this rule, "family" shall include the parents and children of the employee (whether adopted or otherwise) and the employee's spouse, and no other person save at the discretion of the employer.

20. PARENTAL BEREAVEMENT LEAVE

This procedure does not form part of any employee's contract of employment.

This procedure applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.

Pursuant to the Parental Bereavement (Leave and Pay) Act 2018 employees are entitled to parental bereavement leave if their child or a child in their care has died or been stillborn after 24 weeks of pregnancy. Parental bereavement leave can be one week, two consecutive weeks, or two separate weeks. It can be taken at any time during the first 56 weeks after the child's death.

The right applies to deaths or stillbirths occurring on or after 6 April 2020.

Statutory Parental Bereavement Pay

Employees may qualify for statutory parental bereavement pay (SPBP) during parental bereavement leave if:

- (a) They have at least 26 weeks' continuous employment ending on the Saturday before the child died; and
- (b) they earn at least the lower earnings limit for class 1 national insurance contributions.

SPBP is only payable in respect of whole weeks of leave, at the same rate as statutory paternity pay. The rate is set by the government each tax year.

Companies should have their own policy and procedures. For further advice on any of these rights contact the National Federation of Demolition Contractors, the employee's union or the ACAS national helpline.

21. FAMILY FRIENDLY

This procedure does not form part of any employee's contract of employment.

The parties to this Agreement recognise that legal rights have been introduced and up dated that cover a wide range of family friendly areas. These changes to family friendly rights include Maternity Leave, Paternity Leave, Adoption Leave, Flexible Working – the right to request and the duty to consider, Parental leave and Time off for dependants.

Companies should have their own policy and procedures. For further advice on any of these rights contact the National Federation of Demolition Contractors, the employee's union or the ACAS national helpline.

22. WELFARE CONDITIONS

It shall be the responsibility of the employer to ensure suitable welfare facilities on site that must include, but is not limited to:

- (a) Shelter from inclement weather.
- (b) Accommodation for clothing.
- (c) Accommodation and provision for meals.
- (d) Provision of drinking water.
- (e) Facility to make hot beverages
- (f) Sanitary conveniences.
- (g) First Aid facilities
- (h) Washing facilities.
- (i) Drying room
- (j) Changing room facilities.

Note: The attention of all employers is drawn to the provisions of the Construction, Design and Management (CDM) Regulations 2015 which is the principal legislation, subject to any amendments brought into operation under subsequent legislation.

23. ENVIRONMENT

The signatories to this agreement believe that demolition should not have a detrimental environmental impact. They therefore believe that the environmental impact of the processes and procedures should be properly assessed and adequate steps taken to ensure that no harm is done to the natural environment.

24. INTERPRETATION OF AGREEMENT

The Demolition Industry Conciliation Board shall be responsible for interpretation of this Agreement and settlement of disputes or differences arising out of the operation of the Agreement.

25. DETERMINATION OF AGREEMENT

This Agreement may be terminated at any time by agreement of both parties or by either party giving to the other six months' notice of termination.

26. EMPLOYING AUTHORITIES

It is the decision of the Board in respect of the foregoing Agreement that it shall be circulated to all Employing Authorities advising them that the terms and conditions of this Agreement should be applied to all demolition and dismantling work in order to comply with all relevant Resolutions or Legislation.

.....

The foregoing Agreement is deemed to be operative immediately.

Dated this day, 25th June 2024

Signed on behalf of the Employers' Side

For THE NATIONAL FEDERATION OF DEMOLITION CONTRACTORS LTD



**Duncan Rudall, Hon.FIDE, TechIOSH, ACIOB, MInstLM, MIQ, AIEMA,
Chief Executive Officer, NFDC Ltd**

Signed on behalf of the Employees' Side

For UNITE the Union



**Jason Poulter,
Construction National Officer, UNITE the Union**

APPENDIX A

GRIEVANCE PROCEDURE

This procedure does not form part of any employee's contract of employment.

Grievances shall be dealt with in accordance with the ACAS Code of Practice on Disciplinary and Grievance Procedures.

1. Individual Cases

An individual employee having grievance or complaint shall in the first instance raise it verbally with their immediate supervisor and every effort should be made to reach a resolution quickly and informally. If this does not resolve the problem the employee may initiate the formal procedure set out below.

The issue or grievance may then be taken up with the site or works manager, agent or general foreman, or other person designated for that purpose. At this stage the grievance should be put in writing. The written grievance should set out the nature of the complaint, including any relevant facts, dates, and names of individuals involved so that we can investigate it.

A grievance meeting will then be arranged. The employee should make every effort to attend. The employee may be accompanied at the grievance meeting by their Trade Union representative or a colleague. If the employee or their companion cannot attend at the time specified they should inform the Employer as soon as possible and it will try, within reason, to agree an alternative time. The Employer may adjourn the meeting if it needs to carry out further investigations, after which the meeting will usually be reconvened.

The employee shall be written to by the employer following the meeting to notify the employee of the decision (usually within one week). The employee will then have the right of appeal if the employee is unhappy with the outcome.

If the grievance has not been resolved to the employee's satisfaction they may appeal in writing to the person designated for this purpose. The employer will hold an appeal meeting and the employee may again be accompanied by their Trade Union representative or a colleague.

The employer will confirm the appeal outcome in writing. There is no further right of appeal.

2. Collective Cases

Where the issue or grievance affects a group of employees they should refer the matter to their union representative or full time officer who may proceed to take it up with the site manager, agent or general foreman, or other designated by management for that purpose.

3. Further Steps – Disputes or Differences

In either case where the issue or grievance arises between members of the bodies affiliated to the Board, or any of them, and it cannot be resolved through the procedure laid down in paragraphs 1 and 2 above, then it shall be the duty of the union representative to report the facts to the Operatives' Joint Secretary.

In the event that management and the full-time regional trade union officer are unable to resolve the difficulty it shall be the responsibility of both sides to progress the matter at national level. In the meantime, there shall be no stoppage of work, restriction of hours worked, or reduction in output and the union representative shall see that this requirement is carried out. In all instances it shall be the responsibility of both the union and/or the convenor steward and of the management to communicate decisions to the employees concerned. In the case of management having an issue or grievance the matter should immediately be referred to the Joint Secretaries, as provided for in Part B of the Board's Constitution.

In the event that the proposed outcome or resolution is not accepted then a mediator or conciliator, such as ACAS, may be engaged if there is a mutual desire to resolve the grievance or complaint.

APPENDIX B

TAXATION GUIDANCE

Application for Subsistence Allowance Paid under the National Working Rules

Employer's Name

Employer's Address

Employee's Name

Date **Employers pay ref** **NIC No**

To be completed by Employee.

I certify that my permanent home address is

This is where I normally live. I would travel to work from this address if I had not been given work away from home. The distance I have to travel to the allocated project means that I will live away from home for the length of the project during the working week.

My temporary address is

My temporary site is at

I have been sent by my employer to work at the above temporary place of work. I have had to incur additional living expenses by taking lodging at the above temporary address.

Yes

I have the following dependants living at my permanent address (wife/husband, common law wife/husband of two years or more, civil partner, dependant child under 18).

(Names)

OR

I have no dependants but I have to pay the costs of keeping up a permanent home in the UK while I work away on site. (For example I pay rent or a mortgage, or the costs of gas, electricity, water and council tax to keep my home.)

Yes

Signed

I understand that if I sign this form and the statements made on it are not true I will be liable for tax on the lodging/ subsistence allowances paid to me.

I agree to tell my employer and HMRC of any change which affect this statement.

Signed **Print Name**

To Be Signed By Employer

I confirm that the permanent address given above by (Employee's name) is the address at which we understand they live and is being used as their home address for our personnel records.

Signed **Date**

Role in Employer's company

AMENDMENT RECORD

Amendment No.	Date Issued	Rule No(s)

