

2020/21 MACCS Terms and Conditions of Membership

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3. Overtime Rates
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Note:

1. These terms and conditions are the minimum that are required to be provided by MACCS approved contractors.
2. Reference to 'the Council' means the Executive Council of the IOM Construction Federation.
3. Within these terms and conditions there is an overriding requirement on all employers and employees to comply fully with all current Isle of Man legislation, including the Employment Act 2006 and its requirements, particularly in regard to:
 - Written statements of terms and conditions of employment;
 - Itemised pay statements;
 - Annual leave;
 - Termination of employment.

TERMS AND CONDITIONS

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TC 1 ENTITLEMENT TO BASIC RATES OF PAY

Operatives employed to carry out work in the Building and Civil Engineering Industry are entitled to basic pay in accordance with these Term and Condition (TC.1). Minimum rates of pay are published periodically by the Council on its website (iomcf.im).

1.1 Conditions of Employment of Apprentices

1.1.1 Conditions

An apprentice who has entered into a training service agreement is subject to the separate terms of employment as described in their Training Agreement.

1.1.2 Wages

Minimum rates of pay are published periodically by the Council on its website (iomcf.im). Payment under the scale is due from the date of entry into employment as an apprentice, whether the apprentice is working on site or undergoing full-time training on an approved course. Payment under the scale is due from the beginning of the pay week during which the specified period starts.

1.1.3 Payment During Off-the-Job Training

Apprentices are entitled to be paid during normal working hours to attend approved courses off-the-job training in accordance with the requirement of their apprenticeship. Payment during such attendance shall be at their normal rate of pay, but the employer may withhold payment for hours during which an apprentice, without authorisation fails to attend the course.

1.1.4 Absence and Sick Pay

The employer must be notified at the earliest practical time during the first day of any absence and no later than midday. The first seven days may be covered by self certification. Thereafter absence must be covered by a certificate or certificates given by a registered medical practitioner. The apprentice may be entitled to Incapacity Benefit.

1.1.5 Other Terms and Conditions of Engagement

The apprentice shall be subject to all other provisions and entitlements contained within the Terms and Conditions

TC 2 WORKING HOURS

Working Hours

The normal working hours shall be:

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

The expression "normal working hours" means the number of hours prescribed above for any day (or night) when work is actually undertaken reckoned from the starting time fixed by the employer.

2.1 Rest/Meal Breaks

2.1.1 Meal/Refreshment Breaks

At each site or job there shall be a break or breaks for rest and/or refreshment at times to be set by the employer. The breaks shall aggregate one hour per day and shall include an unpaid meal break of not less than half an hour.

TC 3 OVERTIME RATES

The employer may require overtime to be worked and the operative may not unreasonably refuse to work overtime. Additional hours will be paid at the normal flat rate of pay. Any bonus hours will be paid at flat rate.

TC 4 GUARANTEED MINIMUM WEEKLY EARNINGS

An operative, who has been available for work for the week, whether or not work has been provided by the employer, shall be entitled to guaranteed minimum weekly earnings as defined in TC 1.

4.1 Loss of Guarantee

There shall be no entitlement to guaranteed minimum weekly earnings where the employer is unable to provide continuity of work due to industrial action.

4.2 Proportional Reduction

Where an operative is absent for part of normal working hours due to certified sickness or injury or for one or more days of annual or recognised public holiday, the requirement for the operative to be available for work will be deemed to be met and the payment of Guaranteed Minimum Weekly Earnings will be proportionately reduced. The proportionate reduction will not apply where the employer authorises the absence on compassionate or other grounds.

4.3 Availability for Work

An operative has satisfied the requirements to remain available for work during normal working hours by complying with the following conditions:

That, unless otherwise instructed by the employer, the operative has reported for work at the starting time and location prescribed by the employer and has remained available for work during normal working hours.

Carries out satisfactorily the work for which the operative was engaged or suitable alternative work if instructed by the employer and

Complies with the instructions of the employer as to when, during normal working hours, work is to be carried out, interrupted or resumed.

4.4 Temporary Lay-off

4.4.1 Where work is temporarily stopped or is not provided by the employer the operative may be temporarily laid off. The operative shall, subject to the provisions of TC 4.4.2, be paid his normal rate of pay for the day on which he is notified of the lay-off and one fifth of "Guaranteed Minimum Weekly Earnings" as defined in TC 4 for each of the first five days of temporary lay-off. While the stoppage of work continues and the operative is prevented from actually working, the operative will be required by the employer to register as available for work at the operative's local job centre.

4.4.2 The payment described in TC 4.4.1 will be made provided that, in the three months prior to any lay-off, there has not been a previous period or periods of layoff in respect of which a guaranteed payment was made for five consecutive days or five days cumulative, excluding the day or days of notification of lay-off. In any such case the operative will not be entitled to a further guaranteed payment until a total of three months has elapsed from the last day of the period covered by the previous payment. Thereafter and for so long as the stoppage lasts, the operative shall be entitled to a further guaranteed payment of up to five days.

TC 5 ANNUAL HOLIDAYS

The Holiday Year will run from the second Monday in January each year. Operatives are entitled to 29 days paid annual holidays inclusive of eight public and bank holidays. Paid holiday entitlement accrues at the rate of 0.558 days per week of service. It shall be open to employers and operatives to agree when holiday entitlement may be taken.

5.1 Payment for Annual Holiday

Payment for annual holiday which shall be made on the last pay-day preceding the commencement of each holiday period shall be made.

5.1.1 Where the operative's pay does not vary with the amount of work done

A week's pay is simply the normal weekly wage for the contractual weekly hours as defined by the contract of employment.

5.1.2 Where the operative's pay varies with the amount of work done

Where earnings vary because of piecework or productivity bonus arrangements, then a week's pay is arrived at calculating the earnings 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. Weeks during which the operative is absent due to sickness are to be excluded.

5.1.3 One day's pay is calculated by dividing a week's pay 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.

5.2 Leavers

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

$$(A \div 52) \times 29 - B$$

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 including Public/Bank Holidays.

5.2.2 Where the number of days' leave taken exceeds the operative's entitlement the employer has the right to make a deduction from payments made to the operative leaving the employment of the employer in respect of any overpayment of holiday pay.

5.3 Amount of the compensatory payment

The operative is entitled to a compensatory payment for each day, or part of a day, of entitlement calculated by reference to the hourly rate of pay under TC 5.2 multiplied by the normal contractual working hours.

5.4 General Provisions related to Annual Holiday.

Where employment commences after the start of the leave year the operative will be entitled to the proportion of the 29 days Annual Holiday equivalent to the proportion of the leave year calculated from the first week of employment to the last week of the leave year. An operative has no entitlement to payment for holidays not taken during the holiday leave year or to carry forward entitlement to holiday from one holiday year to the subsequent holiday year.

TC 6 PUBLIC AND BANK HOLIDAYS

6.1 Within these Terms and Conditions the following eight days are recognised as paid Bank Holiday within the Isle of Man construction industry:

- New Year's Day
- Good Friday
- Easter Monday
- Early May Bank Holiday
- TT Senior Race Day

- Tynwald Day
- Christmas Day
- Boxing Day

(a) Local Variations

Where any of the above Bank Holidays is generally worked and another day is recognised instead as a general holiday, such other day shall be recognised as the alternative holiday.

(b) Alternative Days

When Christmas Day, Boxing Day or New Year's Day falls on a Saturday or Sunday an alternative day or days of public holiday will be promulgated. Any reference in this Rule to Christmas Day, Boxing Day or New Year's Day shall be taken to apply to the alternative day so fixed.

6.2 Payment in Respect of Bank Holidays

Payment for days of bank holiday recognised under this Rule shall be made by the employer to an operative in his employment at the time of each such holiday on the pay day in respect of the pay week in which such holiday occurs, except that payment for Christmas Day, Boxing Day and New Year's Day shall be made on the last pay day before the Winter Holiday.

6.3 General Provisions Related to Payment for Bank Holidays

An operative who is required to work on a public or bank holiday has the option, by arrangement with the employer, of an alternative day of holiday as soon thereafter as it is mutually convenient, in which case the payment prescribed by this Rule shall be made in the respect of such alternative day instead of the public holiday. When the employment is terminated before such alternative day occurs, the operative shall receive such payment on the termination of employment.

TC 7 SICKNESS

7.1 Incapacity Benefit.

Under existing legislation there is an entitlement to Incapacity Benefit. Incapacity Benefit (IB) is a contributory non-means tested benefit which gives financial assistance to people who become sick and are unable to work.

It is the responsibility of the employee to claim the appropriate rate of IB and to provide evidence to the employer of the level of that benefit being received.

7.2 Notification of Incapacity for Work

The employer must be notified immediately 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.

7.3 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.

7.4 Record of Absence

The employer shall be responsible for keeping records of absence.

TC 8 BENEFIT SCHEMES

8.1 Accident and Death Benefit

An operative is entitled to, and the employer will provide, insurance cover for:

- (a) accidental injury benefit for a specified injury (or injuries) sustained as a result of an accident at the place of work or an accident while travelling to or from work, the amount being published from time to time by the Council and is available through the Building and Civil Engineering Benefits Scheme, or other approved Scheme.
- (b) death benefit, of an amount published from time to time by the Council, and is available through the Building and Civil Engineering Benefits Scheme, or other approved Scheme.

TC 9 TERMINATION OF EMPLOYMENT

The minimum notice required to be given by an employer to terminate the contract of employment of a person who has been continually employed for one month or more is:

Period of continuous employment	Statutory minimum notice to be provided by employer
Less than 2 years	1 week
2 years or more, but less than 12 years	1 week for each complete year of continuous employment
12 years or more	12 weeks

The minimum notice required to be given by an employee to terminate the contract of employment of a person who has been continually employed for one month or more is:

Period of continuous employment	Statutory minimum notice to be provided by employee
Less than 2 years	1 week
2 years or more, but less than 4 years	1 week for each complete year of continuous employment
4 years or more	4 weeks