

SECTION **A**

The Rules and Constitution of the SJIB for
the Electrical Contracting Industry

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the Electrical Contracting Industry

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Founding Parties

SCOTTISH JOINT INDUSTRY BOARD FOR THE ELECTRICAL CONTRACTING INDUSTRY

The Scottish Joint Industry Board was founded in 1969 by SELECT and Unite the Union. The principal objects of the Board are to regulate relations between employers and employees engaged in the industry in Scotland, to provide benefits for persons engaged in the industry in Scotland, to stimulate and further the progress of the industry, and in addition and in the public interest to regulate and control employment, the level of skill and proficiency, health and safety competence, wages and welfare benefits.

Membership of the Board consists of four representatives of SELECT and four representatives of the Union with an independent Chairman. The main functions are the maintenance of the National Working Rules, the registration and licensing of apprentices, grading and registration of employees, the resolution of disputes and the provision of welfare benefits.

Scottish Joint Industry Board for the Electrical Contracting Industry

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SELECT

The Electrical Contractors' Association of Scotland, trading as SELECT, was formed in 1900 as the Employers' Organisation/Trade Association to serve and represent the electrical contracting industry in Scotland. The vast majority of electrical contractors in Scotland are now members of SELECT.

SELECT's principal objectives are to provide guidance and assistance to firms with day-to-day problems and enquiries, to help create an environment and the conditions in the industry which enable firms to operate profitably and to develop industry skills. To help achieve this aim SELECT provides advice on industrial relations and employment conditions; apprenticeship and management training; technical and contractual matters; commercial matters; legislation affecting the industry and financial benefits. The Managing Director is the Chief heading the staff and is responsible to the Central Board for overall policy and the management of SELECT's affairs.

SELECT is governed by a Central Board comprising the Office Bearers and elected representatives drawn from each of its eight branches in Aberdeen; Inverness and the North East of Scotland; Ayrshire; Dumfries and Galloway; Tayside; Edinburgh and South East of Scotland; Glasgow & West of Scotland and Lanarkshire. There is also a standing committee covering each of the main areas of operational activity.

Regular meetings are held in all branch areas. They provide a link between branch members through their representatives and the Central Board and the SELECT secretariat who are represented at all meetings.

SELECT

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Founding Parties_{continued}

UNITE THE UNION

Unite the Union was formed after AMICUS and the Transport and General Workers Union (T&G) merged in May 2007. Unite the Union is at the forefront of supporting workers through a programme of campaigning and organising.

Unite the Union is the “Union for Life”, throughout members’ working lives and into retirement, whatever their job and whoever their employer. Based on the principles of individual and collective responsibilities, Unite the Union is dedicated to improving its members’ standard of living and quality of life in both the public and private sectors, reflecting the changing world of work.

Unite is also a community-based Union, campaigning on industrial and social issues within communities. With Scottish District Offices in Aberdeen, Ayr, Dundee, Edinburgh and Inverness, and a Regional Office in Glasgow, the Union is best placed to reach out to members irrespective of where they work.

Unite the Union represents members throughout Britain’s industries from shop floor to management.

Our responsible forward-looking approach to representation means we have fostered good working relations with leading companies.

Whether you are thinking of joining the Union or simply want to find out more about us, you will find ample proof that Unite the Union is truly a Union for the future.

Unite the Union

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A1. Name

- A1.1 The name of the Organisation shall be “The Scottish Joint Industry Board for the Electrical Contracting Industry”.

A2. Definitions

- A2.1 In these Rules, unless inconsistent with the subject or context:
- (a) “These Rules” means these Rules or other Rules of the Scottish Joint Industry Board for the time being in force.
 - (b) “The Industry” means the electrical contracting industry in all its branches in Scotland (including the outer Isles), including the design, manufacture, sale, distribution, installation, maintenance, repair and renewal of all kinds of electrical installations, equipment and appliances and ancillary activities.
 - (c) “SELECT” means the Electrical Contractors’ Association of Scotland and any body or association resulting from an amalgamation of the Electrical Contractors’ Association of Scotland with any other employers’ trade union or association.
 - (d) “The Union” means Unite the Union and any body or association resulting from an amalgamation of Unite the Union with any other employees’ trade union.
 - (e) “The Parties” means SELECT and the Unite the Union.
 - (f) “The National Board” means the National Board of the Scottish Joint Industry Board constituted as provided by these Rules.
 - (g) “The Office” means the registered office for the time being of the Scottish Joint Industry Board.
 - (h) The “Chairman” and the “Director” respectively mean the Chairman and the Director for the time being of the Scottish Joint Industry Board.
 - (i) “The Secretary” means the Secretary for the time being of the Scottish Joint Industry Board and any other person for the time being authorised to perform any of the duties of such Secretary.
 - (j) “The Effective Date” means the 1st September 1969 or such later date as may be agreed between the parties.
 - (k) “The bye-laws” means the bye-laws of the Scottish Joint Industry Board made pursuant to and in accordance with Rule A24 and for the time being in force.
 - (l) “In writing” means written and printed or partly one and partly another, and other modes of representing or reproducing words in visible form.
 - (m) Words importing the singular include the plural and vice versa.
 - (n) Words importing the masculine gender include the feminine gender.
 - (o) “Person” in relation to any employer participant of the Scottish Joint Industry Board (but not otherwise) includes any corporate or unincorporated body and words importing persons shall be construed accordingly.

A3. Objects

- A3.1 The principal objects of the Scottish Joint Industry Board are to regulate the relations between employers and employees engaged in the Industry and to provide or participate in providing all kinds of benefits for persons concerned with the Industry in such ways as the Scottish Joint Industry Board may think fit, for the purpose of stimulating and furthering the improvement and progress of the Industry for the mutual advantage of the employers and employees engaged therein and, in particular, for the purpose aforesaid and in the public interest, to regulate and control employment and productive capacity within the Industry and the levels of skill and proficiency, health and safety competence, wages and welfare benefits of persons concerned in the Industry.
- A3.2 In the furtherance of, but without prejudice to, the generality of its principal objects the Scottish Joint Industry Board shall have the following ancillary objects:
- (a) To regulate and control conditions of employment within the Industry in any way calculated to improve or expand the education and training of employers and employees engaged in the Industry.
 - (b) To regulate and control the grading of employees within the Industry with a view to improving the level of skills and proficiency in the Industry.
 - (c) To promote, encourage and impose improved methods and safe conditions of work within the Industry, and to do so with a view to increasing productivity in the Industry.
 - (d) To measure output in the Industry and, by relating output to the resources required to achieve that output, to obtain an index of productivity.
 - (e) To regulate and control the flow of employment within the Industry and the level of overtime worked within the Industry.
 - (f) To make and impose such regulations and generally to take such measures as may be conducive to preventing and eliminating all unauthorised or unofficial stoppages of work within the Industry.
 - (g) To provide and regulate the means for resolving and in particular to act as a forum for adjudicating upon all kinds of disputes or differences arising from the employment of labour within the Industry, and in particular (but without prejudice to the generality of the foregoing) to provide for and to regulate the means of exercising a right of appeal, by either employers or employees, from decisions of the Scottish Joint Industry Board on any such disputes, to an independent authority whether the same be a specified person or office or an agreed arbiter.
 - (h) To consider and determine wages and conditions of employment within the Industry on the basis of the level of productivity, the cost of production and any other factors, and with a view to ascertaining and evaluating any factors relevant to any such consideration or determination, to obtain reports from independent accountants and other professional and technical experts.
 - (i) To promote, administer and manage or assist in the promotion, administration and management of all kinds of schemes for the provision of benefits of all kinds for the benefit of all concerned in the Industry including the employees of the Scottish Joint Industry Board and in particular (but without prejudice to the generality of the foregoing) schemes for the provision of holidays with pay and of pay during sickness, pensions, life assurance, death benefits, loans and other welfare and like benefits for or for the benefit of those concerned, and for any of the purposes aforesaid to carry on any kind of insurance or re-insurance business.

- (j) To enter into agreements, on the joint or separate behalf of or otherwise for the joint or separate benefit of all employers and employees in the Industry with, and to represent the joint or separate interests of such employers and employees in any discussions with, or with regard to any formulation or implementation of policy by, any person or body (whether corporate or unincorporated), and in particular any company, trade union, organisation or association in any way representative of employers and/or employees in any industry or branch of industry, and any Government department, Ministry or local, national or international authority.
- (k) To promote or support any legislation which may be considered to be in the joint or separate interest of employers and employees within the Industry and to oppose any legislation which may be considered to be contrary to such joint or separate interests.
- (l) To promote, and to control or hold any direct or indirect interest in and to retain control of any such interest in any company or other organisation (whether corporate or unincorporated) calculated to benefit in any way the Industry or the employers and/or employees in the Industry.
- (m) To take all such steps as may be considered to be conducive to an increase in the profitability of the Industry and in the welfare of its employers and employees.
- (n) To promote and do all such things as may be considered desirable in order to provide to the general public the most efficient service in the provision of electrical installations and all matters connected therewith.
- (o) To purchase, take on lease or hire or in any other way acquire any heritable or moveable property and any rights or privileges over or options of acquiring the same, and to sell, lease, mortgage, exchange, partition and otherwise deal in and dispose of any of the heritable or moveable property, rights and privileges of the Scottish Joint Industry Board.
- (p) To construct, alter and maintain any buildings required for the purposes of the Scottish Joint Industry Board and to provide the same and any buildings or rooms in the occupation of the Scottish Joint Industry Board with all proper and necessary fixtures, fittings, furniture, apparatus, appliances and conveniences.
- (q) To lend money, with or without security.
- (r) To collect information and to circulate statistics and other non-confidential information relating to the Industry and to found, manage, support, print, publish, issue, circulate and distribute, whether gratis or otherwise, papers, magazines, circulars and other publications.
- (s) To establish and support and to aid in the establishment and support of institutions, organisations, trusts and funds of all kinds.
- (t) To do all such other lawful objects and things as may be incidental or conducive to the attainment of the principal objects of the Scottish Joint Industry Board.

A4. The Office

- A4.1 The Office of the Scottish Joint Industry Board, which shall also constitute the General Offices of the Scottish Joint Industry Board, shall be situated at The Walled Garden, Bush Estate, Midlothian EH26 OSB or such place in Scotland as the National Board shall from time to time resolve.

A5. Membership

- A5.1 The Parties shall be and remain permanent members of the Scottish Joint Industry Board.
- A5.2 The members of the Scottish Joint Industry Board, other than the Parties, shall be divided into the following two classes:
- (a) Employer participants
 - (b) Employee participants
- A5.3 No person shall be admitted as an employer participant or (as the case may be) as an employee participant of the Scottish Joint Industry Board unless and until:
- (a) there shall have been delivered to the Scottish Joint Industry Board an application in writing in that behalf, in such form and signed by or on behalf of such person in such manner as the National Board may from time to time prescribe; and
 - (b) the National Board (whose decision shall be conclusive) shall have satisfied itself that such person is for the time being engaged in the Industry in the capacity of an employer or (as the case may be) of an employee; and
 - (c) such person shall have paid to the Scottish Joint Industry Board such sum (if any) as may be payable by way of entrance fee.
 - (d) no person shall be admitted either as an employer participant or as an employee participant of the Scottish Joint Industry Board without the prior sanction in that behalf of a resolution of the National Board, and the National Board shall have an absolute discretion (without being obliged to give any reasons for the mode of exercise thereof) either to refuse to admit or to admit any person either as an employer participant or as an employee participant provided that no employer or employee applicant for membership shall be refused admission either as an employer participant or as an employee participant merely because he is not a member of SELECT or (as the case may be) the Union.
- A5.4 The National Board may from time to time prescribe entrance fees of such respective sums as it may in its absolute discretion think fit to be payable by persons desiring to be admitted as employer participants and employee participants respectively of the Scottish Joint Industry Board, provided that no entrance fee shall be payable in respect of any admission to membership pursuant to any such application.
- (a) The Scottish Joint Industry Board shall maintain at the office a register, which shall be in the form of one or more lists, containing the names and addresses of all the members for the time being of the Scottish Joint Industry Board.
 - (b) The said register shall be maintained in three separate parts. The first part thereof shall contain the names and addresses of the Parties as the permanent members of the Scottish Joint Industry Board, the second part thereof shall contain the names and addresses of all the employer participants of the Scottish Joint Industry Board and shall state whether each such participant is or is not a Member of SELECT, and the third part thereof shall contain the names and addresses of all the employee participants of the Scottish Joint Industry Board and shall state whether each such participant is or is not a member of the Union.

- (c) The parties shall be bound to supply the Scottish Joint Industry Board with such information regarding their own respective memberships as the Scottish Joint Industry Board may from time to time require with a view to ensuring that the said register is maintained in accordance with paragraph (b) of this Rule.
- (d) The said register shall be open at all reasonable times to inspection by all members of the Scottish Joint Industry Board.

A6. Rights and Obligations of Members

- A6.1 Every employer and employee participant shall enjoy the following rights and privileges as may be determined from time to time by the Scottish Joint Industry Board:
- (a) Participation in schemes which regulate relations between employers and employees in the Industry for the purpose of stimulating and furthering the improvement and progress of the Industry, including the education, training and grading of employees, increasing skills, improving methods of work, increasing safety, productivity and profitability, and participation in the existing holidays with pay scheme and sickness benefits scheme which shall continue for the benefit of the employee participants together with such improvements to these schemes and other welfare and provident schemes for the mutual advantage of employers and employees engaged in the Industry and their customers; and
 - (b) the right to receive such publications as the Scottish Joint Industry Board shall make available at such rates, if any, as the National Board shall from time to time prescribe; and
 - (c) the benefit of collective action by the Scottish Joint Industry Board to safeguard their interests within and without the Industry with outside bodies, including the Government and under existing or proposed legislation, so as to enhance their service to the public in the most efficient manner.
- A6.2 Every member of the Scottish Joint Industry Board shall be and remain bound by and shall at all times observe and comply with the provisions of these Rules and of the bye-laws.
- A6.3 (a) Every employer participant and every employee participant shall be and remain bound:
- (i) to accept, to observe and to comply with the decisions, regulations, agreements and the National Working Rules made by the National Board or by any Standing or other Committee of the National Board or any Regional Board or by any Sub Committee of any such Committee or Regional Board which in any way regulates, controls or otherwise relates to wages, welfare benefits or conditions of employment within the Industry or any part thereof, or otherwise regulates the relations between employers and employees engaged in the Industry or any part thereof and which for the time being extends or applies to such participant in its or his capacity as a member of SELECT or (as the case may be) of the Union or as an employer or (as the case may be) employee so engaged; and

A6. Rights and Obligations of Members continued

(ii) in the case of any kind of dispute or difference arising from employment of labour within the Industry or any part thereof and in any way involving or affecting such participant in its or his capacity as aforesaid, to notify the Scottish Joint Industry Board, to accept, rely upon and invoke the jurisdiction of the Scottish Joint Industry Board, or of any person or body of persons in that behalf provided or recommended by or on behalf of the Scottish Joint Industry Board as the forum for adjudicating upon such dispute, subject always to any right of appeal from the decision of that forum on such dispute and to accept, to observe and to comply with any final decision made or given on such dispute by such forum or by any person or body of persons acting on appeal from such forum with reference to such dispute.

(b) For the purpose of paragraph (a) (i) of this Rule:

(i) all recommendations, decisions, regulations, agreements and the National Working Rules made at any time before the Effective Date by the parties acting as the joint wages negotiating machinery for the Industry in Scotland and for the time being still operative shall be deemed to have been made by the National Board;

(ii) nothing herein contained shall be deemed to affect the prerogative of employer participants to engage and dismiss their employees; and

(iii) nothing herein contained shall be deemed to affect the right of an employee to terminate his employment.

A6.4 Every employer participant and every employee participant shall be expected to supply for the confidential use of the Scottish Joint Industry Board such reasonable information concerning his activities as an employer or (as the case may be) an employee engaged in the Industry as the National Board shall in its absolute discretion from time to time require to enable the Scottish Joint Industry Board to carry out its functions.

A6.5 Notwithstanding anything in these Rules, or any exemption given by the Data Protection Act 1998 (or any modification or replacement thereof), the National Board and the Parties agree that neither of them will process or use any personal data relating to any employer or employee acquired or held by the Scottish Joint Industry Board for the administration of the SJIB Grade (ECS) Card Scheme, other than for that purpose alone, unless expressly authorised by both the employer and the employee of that employer.

A6.6 The employer participants and employee participants shall pay to the Scottish Joint Industry Board subscriptions or contributions of such respective amounts (if any) and at such respective times (if any) as the National Board may in its absolute discretion from time to time resolve.

A7. Cessation of Membership

- A7.1 The membership of an employer participant shall cease if:
- (a) Such participant:
 - (i) ceases to be an employer engaged in the Industry; or
 - (ii) is in default with the payment of any subscription, contribution or other sum properly payable by him to the Scottish Joint Industry Board; and
 - (b) The National Board acting in its absolute discretion resolves that his membership be terminated.
- A7.2 The membership of an employee participant shall cease if:
- (a) Such participant:
 - (i) ceases to be an employee engaged in the Industry; or
 - (ii) is in default with the payment of any subscription, contribution or other sum properly payable by him to the Scottish Joint Industry Board; and
 - (b) The National Board acting in its absolute discretion resolves that his membership be terminated.
- A7.3 Any employer participant or employee participant may resign his membership by giving not less than three months' notice in writing of his intention to resign to the Secretary; and his membership shall forthwith cease upon the expiration of any such notice.
- A7.4 In the event of a person ceasing to be a participant, either pursuant to Rule A7.2 or A7.3, or by virtue of his expulsion from membership in accordance with Rule A8.1 (a), or otherwise howsoever, all rights (if any) of whatsoever nature which such person may have against the Scottish Joint Industry Board, or its property, shall forthwith determine, except to such extent (if any) as may be otherwise resolved by the National Board.

A8. Discipline of Participants

- A8.1 (a) Any employer participant or employee participant who in the opinion of the National Board has behaved in any manner contrary to Rules A6.2 or A6.3, or prejudicial to the interests of the Scottish Joint Industry Board, shall be liable at the absolute discretion of the National Board to the following penalties:
- (i) a censure;
 - (ii) the forfeiture of all or any of the welfare benefits accrued or other benefits which such participant would or might otherwise be or become entitled to receive from the Scottish Joint Industry Board;
 - (iii) the suspension of such participant for such period, not exceeding three months for each separate offence, from all or any of the rights and privileges of membership of the Scottish Joint Industry Board, including the right to receive all or any of the welfare or other benefits which such participant might otherwise become entitled to receive from the Scottish Joint Industry Board during such period;

A8. Discipline of Participants^{continued}

- (iv) the payment to the Scottish Joint Industry Board of a fine which shall not for any single offence exceed £5,000 in the case of an employer participant or £500 in the case of an employee participant;
- (v) expulsion from membership of the Scottish Joint Industry Board.
- (b) Any penalty imposed upon a participant pursuant to paragraph (a) of this Rule shall be imposed by means of a resolution passed at a meeting of the National Board, but so that the participant who has allegedly behaved in any such manner as is mentioned in that paragraph (a) shall be given not less than seven days notice in writing by the Secretary of the time and place of such meeting and of the general nature of such allegations, and shall be entitled to attend or be represented at such meeting and to be given an opportunity of being heard (either in person or by his representative) thereat, provided that the Chairman shall have power to impose immediate suspension on the participant pending the said meeting if he in his absolute discretion shall so decide.

A9. The National Board

- A9.1 The National Board shall consist of:
 - (a) The Chairman
 - (b) Four persons appointed by SELECT in accordance with Rule A2.1 (c).
 - (c) Four persons appointed by the Union in accordance with Rule A2.1 (d).
- A9.2
 - (a) Every appointment of any such member of the National Board as is referred to in Rule A9.1 (b) and (c) shall be made by SELECT or (as the case may be) the Union by notice in writing addressed to the Secretary, signed by a duly authorised officer of SELECT or (as the case may be) the Union and delivered to the Office, to the intent that if at any time there is for any reason whatsoever any vacancy in the four members of the National Board referred to in Rule A9.1 (b) or (as the case may be) Rule A9.1(c) SELECT or (as the case may be) the Union may fill such vacancy in the aforesaid manner.
 - (b) Every year, two of the members appointed under Rule A9.1 (b) and two of the members appointed under Rule A9.1 (c) shall retire from Office.
 - (c) The members to retire in every year shall be those who have been longest in office since their last appointment, but as between those who became members on the same day those to retire shall (unless they otherwise agree among themselves) be determined by ballot.
 - (d) A retiring member shall be eligible for re-appointment by SELECT or (as the case may be) the Union for a period of two years.

- (e) SELECT or (as the case may be) the Union shall fill the vacated Office or Offices by appointing a person or persons thereto, but so that nevertheless SELECT or (as the case may be) the Union may at any time and from time to time in its absolute discretion remove from Office any member of the National Board appointed by it, pursuant to Rule A9.1 (b) or (as the case may be) Rule A9.1 (c) by notice in writing addressed to the Secretary, signed by a duly authorised officer of SELECT or (as the case may be) the Union and delivered to the Office.
- (f) All appointments and removals of members of the National Board made in accordance with this Rule shall take effect when the notice in writing thereof shall be delivered to the Office.
- (g) SELECT and the Union shall each be entitled to appoint one person as an alternative member to act in the place of their appointed members of the National Board. Such alternative members shall be entitled to receive agendas and minutes of the meetings of the National Board and to attend at such meetings and vote when a person or persons appointed by SELECT or (as the case may be) the Union in accordance with this Rule shall be unable to attend such meetings.

A9.3 Any such member of the National Board as is referred to in Rule A9.1 (b) and (c) shall be entitled to resign from his office as such by giving not less than fourteen days notice in writing of his intended resignation to the Secretary, in which event he shall cease to hold his said office at the expiration of such notice but not before.

A10. Powers of the National Board

A10.1 The supreme executive authority of the Scottish Joint Industry Board shall be the National Board, which shall be responsible for the management of the business of the Scottish Joint Industry Board and the mode of expenditure of the funds of the Scottish Joint Industry Board and which, in addition to exercising the powers, discretions and authorities expressly conferred on the National Board by these Rules, may exercise all such powers, objects and discretions of the Scottish Joint Industry Board, and do all such acts and things as may be exercised and done by or on behalf of the Scottish Joint Industry Board, but subject nevertheless to the provisions of these Rules and of the bye-laws.

A10.2 Subject to the provisions of Rule A11.4 the members of the National Board may act notwithstanding any vacancy or vacancies for the time being existing on the National Board.

A11. Proceedings of the National Board

- A11.1 The National Board shall hold a meeting at least once in every year and at such other time or times as the National Board shall determine.
- A11.2 On the request at any time of the Chairman or any three members of the National Board the Secretary shall forthwith summon a meeting of the National Board.
- A11.3 Subject to the provisions of Rules A22.1, A23.1, A24.1 and A25.2, not less than seven clear days' notice in writing of every meeting of the National Board shall be given to all members of the National Board.
- A11.4 (a) The quorum necessary for the transaction of the business of the National Board shall be seven members thereof including the Chairman, of whom at least three members shall be persons appointed by SELECT and at least three members shall be persons appointed by the Union or such other number of members thereof as the National Board may from time to time prescribe.
- (b) Any meeting of the National Board at which a quorum is present shall be competent to exercise all the powers, authorities and discretions for the time being vested in the National Board.
- A11.5 Subject to the provisions of Rule A11.6 on every resolution or decision proposed at any meeting of the National Board each member thereof who is present shall have one vote.
- A11.6 Subject always to Rules A22.1, A23.1, A24.1 and A25.2, any resolution or decision proposed at any meeting of the National Board shall be deemed to have been effectively passed or made if it is passed or made by a simple majority of the votes cast at such a meeting. In the event of an equality of votes the Chairman shall have a casting vote.
- A11.7 At every meeting of the National Board the Chairman shall be the Chairman thereof, but if the Chairman is not present or if the office of Chairman is for the time being vacant, the members of the National Board present may elect one of their number to be Chairman of that meeting and in that case in the event of an equality of votes the Chairman shall have a second or casting vote.
- A11.8 Subject to the provisions of these Rules, the National Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it may from time to time decide.
- A11.9 All acts bona fide done by any meeting of the National Board, or by any person acting as a member thereof, shall, notwithstanding that it afterwards be discovered that there was some defect in the appointment or continuance in office of any such person as aforesaid, be as valid as if every such person had been duly appointed or had duly continued in office.

A11.10 The National Board shall cause proper minutes to be made of all appointments of officers made by it and of the proceedings of and business transacted at all its meetings and any such minutes of any of its meetings, if signed by the Chairman thereof, or by the Chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

A12. Other Committees of the National Board

A12.1 The National Board shall have power in its absolute discretion from time to time to constitute such other Committees of the National Board, consisting (subject to Rule A14.2) of such persons (none of whom need necessarily be members of the National Board or members of the Scottish Joint Industry Board) as the National Board may think fit, and to reconstitute to change the membership of and to dissolve any such other Committee as aforesaid. On every resolution or decision proposed at any meeting of any such Committee each member thereof who is present shall have one vote.

A13. Provisions Generally Applicable to other Committees of the National Board

A13.1 The National Board shall have power at any time and from time to time in its absolute discretion to delegate to any of its Standing or other Committees all or any of the powers, discretions, responsibilities and authorities by these Rules vested in the National Board subject to such restrictions, conditions and directions as the National Board may think fit and to revoke, modify or extend any such delegation, restriction, condition or direction for the time being in force, provided always that:

- (a) The National Board shall not be entitled to delegate any of the powers vested in it by this Rule or by Rules A22.1, A23.1, A24.1 and A25.2.
- (b) In the event of any of the powers vested in the National Board by Rule A8.1 (a) being delegated to any Committee of the National Board Rule A8.1 (b) shall apply as though all references herein to the National Board were references to the Committee.

A13.2 Subject to any restriction, condition or discretion to the contrary made by the National Board any Standing or other Committee thereof shall have power from time to time at its discretion to constitute Sub-Committees consisting of one or more of its members, to re-constitute, change the membership of and to dissolve any such Sub-Committee, to sub-delegate to any such Sub-Committee any powers, discretions, responsibilities and authorities for the time being vested in such Committee pursuant to Rule A13.1, and to revoke, modify or extend any such sub-delegation, restriction, condition or direction as last aforesaid for the time being in force, but so that proviso (b) to Rule A13.1 shall be deemed to apply mutatis mutandis (i.e. the necessary changes have been made) to such powers of sub-delegation.

A13. Provisions Generally Applicable to other Committees of the National Board continued

A13.3 In the event of any doubt or dispute arising at any time howsoever as to the extent or nature of any powers, discretions, responsibilities or authorities delegated to and exercisable by any Committee of the National Board pursuant to Rule A15.5, or sub-delegated to and exercisable by any such Committee pursuant to Rule A15.6, such doubt or dispute shall be resolved upon and determined by the Chairman, whose decision in that behalf shall be binding and conclusive for all purposes.

A14. The Chairman

A14.1 The Chairman shall be an independent person who shall be appointed to represent the public interest. All appointments to the office of Chairman shall be made by the National Board. Each person appointed Chairman shall normally remain the Chairman for the period of two years following the date when his appointment takes effect, but shall be eligible for re-appointment at or at any time after such expiration.

A14.2 The Chairman shall ex-officio be a member of and (as such) entitled to attend and, in the event of an equality of votes, vote at every meeting of every Committee of the National Board constituted and for the time being in existence pursuant to Rule A12.1.

A14.3 Notwithstanding anything in these Rules contained, the Chairman shall be entitled to exercise on behalf of the Scottish Joint Industry Board, such of the powers, discretions, responsibilities and authorities of the SJIB being ones which in his opinion (which shall be conclusive) involve any matters of urgency and of exceptional importance to the Industry, as he may from time to time in his discretion think fit.

A14.4 The Chairman shall, in respect of his office as such, be paid a salary of such amount as the National Board shall from time to time determine.

A15. The Director and the Secretary

A15.1 The Director shall be the Chief Executive of the Scottish Joint Industry Board, and the Director and the Secretary shall be appointed by the National Board for such period, at a salary of such amount and (subject to the provisions of these Rules) generally on such terms and conditions as the National Board shall from time to time determine.

- A15.2 The Director will be nominated by the SELECT Central Board for approval by the Scottish Joint Industry Board.
- A15.3 The Director and the Secretary shall be entitled, ex-officio, to attend (but not to vote at) any meeting of the National Board, and every Committee of the National Board constituted and for the time being in existence pursuant to Rule A12.1.
- A15.4 Subject to any directions from time to time given by the National Board, the Director:
- (a) Shall be responsible on behalf of the Scottish Joint Industry Board for the initiation and implementation of the policy and other decisions of the National Board, and of the Standing and other Committees thereof.
 - (b) Shall subject to these Rules have sole and absolute authority with regard to the engagement, dismissal and terms and duties of employment of the staff of the Scottish Joint Industry Board, and the proper custody, maintenance and use of all chattels, land, buildings and other tangible property for the time being belonging to the Scottish Joint Industry Board.
 - (c) Shall exercise such other functions and responsibilities as may from time to time be assigned to him by the National Board.
- A15.5
- (a) The Secretary shall be the Treasurer of the Scottish Joint Industry Board and in his capacity as such Treasurer shall keep all accounts as may be directed by the National Board and to the satisfaction of the auditors for the receipt and payment of all monies on behalf of the National Board and shall produce all books, papers and documents of any kind as may be required to the auditors.
 - (b) The Director shall produce at the Office to any person having an interest in the funds of the Scottish Joint Industry Board and who has given due notice to the Secretary the books of account and names of members of the Scottish Joint Industry Board which such person may be entitled to inspect in accordance with the Trade Union and Labour Relations (Consolidation) Act 1992.
 - (c) The Director shall prepare and submit to the National Board for approval an Annual Financial Report within six months after the close of the financial year of the Scottish Joint Industry Board, which shall contain a detailed account of the income and expenditure during the preceding year.
- A15.6 The Director shall be responsible for preparing and keeping minutes of the meetings of the National Board, of all Standing and other Committees thereof, for sending copies of all such minutes to all the members for the time being of the Committee to which the same relate and (in all cases) to all the members for the time being of the National Board, for preparing agendas and reports for all such meetings as aforesaid, and for ensuring on behalf of the Scottish Joint Industry Board the fulfilment of all duties imposed upon it by statute.

A16. Regional Board

- A16.1 The National Board shall have power at any time and from time to time after the Effective Date, to establish Regional Boards, to define the respective geographical areas with reference to which such Regional Boards shall operate, to determine their terms of reference and procedure, and to dissolve any such Regional Board for the time being in existence.
- A16.2 Each Regional Board shall consist of a Chairman and a Deputy Chairman (who shall be members of and shall be appointed by the National Board) and four other members appointed by the National Board of whom two shall be representatives of the employer participants and two shall be representatives of the employee participants. Each member of a Regional Board shall have one vote and in the event of an equality of votes the Chairman shall have a second or casting vote.
- A16.3 All of the provisions within Rule A13 shall apply in respect of Regional Boards as though all references in such Rules to Committees of the National Board were references to such Regional Boards.
- A16.4 The officers of each Regional Board and of any Sub-Committee thereof, and the manner, tenure and terms of their respective appointments shall be as the National Board may from time to time determine.

A17. Disputes and Rights of Appeal

- A17.1 (a) In this Rule the term dispute means any dispute or difference concerning any aspect of the employment of labour within the Industry, the parties to which dispute are, or include, at least one employer participant and at least one employee participant.
- (b) In any case where a Regional Board (or any Sub-Committee thereof) has adjudicated upon a dispute then, unless the National Board shall otherwise resolve, any party to that dispute shall be entitled to appeal from the decision of the Regional Board (or of the Sub-Committee) to the National Board.
- (c) In any case where, having heard the parties to the dispute, the National Board had adjudicated thereon, whether on appeal from a decision of the Regional Board (or of a Sub-Committee thereof) pursuant to paragraph (b) of this Rule or otherwise howsoever, the Chairman shall decide, in his absolute discretion, whether or not and if so to what extent and in what manner and to what person or body of persons, any party to such dispute shall be entitled to appeal from the decision of the National Board.
- (d) Each reference in this Rule to the National Board shall be deemed to include a reference to any Standing or other Committee of the National Board and to any Sub-Committee of any such Committee to which any power, discretion, responsibility or authority relative to adjudication upon disputes has been delegated or (as the case may be) sub-delegated pursuant to Rule A13.1 or (as the case may be) Rule A13.2.

A18. The Trustees

- A18.1 The Trustee or Trustees for the time being of the Scottish Joint Industry Board shall be appointed by and may at any time be removed from office by, the National Board acting in its absolute discretion.
- A18.2 All of the heritable and moveable estate belonging to the Scottish Joint Industry Board shall be vested in the Trustee or Trustees in trust for the Scottish Joint Industry Board.
- A18.3 It shall be the duty of the Trustee or Trustees to execute and do all such deeds, documents and things as may be requisite for giving effect to any decision relating to any of the heritable or moveable estate belonging to the Scottish Joint Industry Board made in accordance with these Rules by the National Board or by any Committee thereof or by any Regional Board or by any officer of the Scottish Joint Industry Board; and every person ceasing to be such a Trustee shall be bound to execute and do and to concur in executing and doing all such deeds, documents and things (if any) as may be requisite for transferring any such heritable and moveable estate to the Trustee or Trustees for the time being.

A19. Funds and Investments of the Scottish Joint Industry Board

- A19.1 The National Board shall cause the Scottish Joint Industry Board to maintain a bank account in the name or names of the Trustee or Trustees. All cheques drawn on such bank account shall be signed by any two of the Trustees or by such other person or body as the National Board may from time to time prescribe.
- A19.2 Any funds belonging to the Scottish Joint Industry Board may be invested in such investments and generally in such a manner as the National Board shall in its absolute discretion from time to time determine, and the National Board shall have the discretion to determine, to vary, transpose or realise all or any of the investments for the time being belonging to the Scottish Joint Industry Board.
- A19.3 The travelling and other out-of-pocket expenses incurred in the performance of his duties in connection with the affairs of the Board by any member of the National Board, any Committee thereof or any Regional Board or by any officer of the Scottish Joint Industry Board, shall be repaid to him out of the funds of the Scottish Joint Industry Board.
- A19.4 Any member of the National Board or of any Committee thereof and any member of any Regional Board or of any Sub-Committee thereof may be paid out of the funds of the Scottish Joint Industry Board emoluments at such rate (if any) as the National Board may in its discretion from time to time determine.

A20. Accounts and Audit

- A20.1 The accounts of the Scottish Joint Industry Board for each year shall be audited by the auditors of the Scottish Joint Industry Board who shall carry out a complete audit and shall draw up and deliver to the National Board a report signed by them on the state of the accounts for each such year and the way in which the same have been kept.
- A20.2 The auditors of the Scottish Joint Industry Board shall be such Chartered Accountants as shall from time to time be appointed by the National Board.
- A20.3 The auditors shall on demand be shown all books, papers, documents, deeds, securities and receipts which they may ask to see, and they may take custody of any of them for the purposes of their audit.

A21. Inspection

- A21.1 The general books of the Scottish Joint Industry Board shall be open at all reasonable times to inspection by every person having an interest in the funds of the Scottish Joint Industry Board.

A22. Determination of Wages and Conditions of Employment

- A22.1 (a) The National Board, by a resolution passed by a majority of not less than three-quarters of the votes cast thereon at a meeting of which fourteen clear days' notice in writing setting forth the proposed resolution has been given to every member of the National Board, may determine the wages and conditions of employment in the Industry.
- (b) For the purposes of the negotiations:
- (i) The Union's negotiating team will consist of:
 - One Full Time Officer (usually the Lead Officer on the SJIB National Board)
 - One Shop Steward in the employment of an SJIB member company
 - (ii) The Employers' negotiating team will consist of:
 - SELECT's Chief Negotiator
 - SELECT's Head of Employment Affairs
 - (iii) A news blackout will apply at all stages of the negotiations, up to and including the Union's SJIB Shop Stewards report back meeting.
 - (iv) The outcome of the negotiations will be reported back to a meeting of SJIB Shop Stewards.

- (v) A consultative ballot may take place of Union members employed by SJIB member companies. The SJIB may assist the Union to verify that its list of Union members are employed by SJIB companies, subject to the Union having legal clearance to release its records to the SJIB for verification.
- (vi) The final offer/agreement may accompany the Union ballot papers which may also be issued to SJIB members for their information.
- (vii) Six months' notice will be provided by the SJIB prior to the implementation of any substantive changes to the SJIB National Working Rules.
- (viii) By agreement, joint negotiations may take place with representatives of the Union and the ECA on behalf of the JIB consisting of the following:
 - The National Officer for Construction and one Full Time Officer
 - Two Shop Stewards in the employment of JIB member companies
 - One additional member (who must be a lay Trade Union office holder, capable of employment in the JIB sector, but not necessarily employed by a JIB member)
 - The ECA's Chief Negotiator
 - One representative of the larger companies
 - The ECA's Head of Employee Relations.

A23. Amendment, Addition to and Rescission of these Rules

A23.1 The National Board, by a resolution passed by a majority of not less than three quarters of the votes cast at a meeting of which fourteen clear days notice in writing setting forth the proposed resolution has been given to every member of the National Board, may in any way amend or add to these Rules or rescind any of these Rules.

A24. The Bye-Laws

A24.1 (a) The National Board, by a resolution passed by a majority of not less than two-thirds of the votes cast at a meeting of which fourteen clear days notice in writing setting forth the proposed resolution has been given to every member of the National Board, may from time to time and at any time make bye-laws and rescind or alter any bye-laws so made and for the time being in force.

A24. The Bye-Laws^{continued}

- (b) The bye-laws shall not be inconsistent with the express provisions of these Rules, but subject as aforesaid the bye-laws may regulate in any manner whatsoever any part or aspect whatsoever of the affairs of the Scottish Joint Industry Board or any matter relating to or concerning the Scottish Joint Industry Board in any way (including the rights and obligations of the members of the Scottish Joint Industry Board), to the intent that every bye-law made in accordance with paragraph (a) of this Rule, and which is not inconsistent with the express provision of these Rules, shall, until the same time be altered or rescinded, have the same force and effect as though it were part of these Rules.
- (c) Without prejudice to the generality of paragraph (b) of this Rule, where any power, authority or discretion whatsoever is vested in the National Board by these Rules, the same may be exercised, regulated, restricted or controlled by the bye-laws.

A25. Period of the Operation of, and Dissolution of the Scottish Joint Industry Board

- A25.1 The Scottish Joint Industry Board shall operate initially for a period of two years from the Effective Date and shall continue to operate thereafter unless and until dissolved in accordance with Rule A25.2.
- A25.2 The National Board may, by a resolution passed by a majority of not less than three-quarters of the votes cast thereon at a meeting of the National Board of which fourteen clear days notice in writing setting forth the proposed resolution has been given to every member of the National Board, resolve that the Scottish Joint Industry Board be dissolved. In the event of such a resolution being passed the Scottish Joint Industry Board shall be dissolved at the expiration of six months after the passing of the same.
- A25.3 In the event of a dissolution of the Scottish Joint Industry Board any surplus assets belonging to the Scottish Joint Industry Board and remaining after the payment and discharge of all the lawful debts and liabilities of the Scottish Joint Industry Board and of the costs and expenses of such dissolution, shall be transferred to a body or association, agreed upon in that behalf between the Parties and having objects similar in whole or in part to those of the Scottish Joint Industry Board, or (failing any such agreement) shall be divided equally between the Parties.

A26. Notices

A26.1 Every notice required by these Rules to be served on any member of the National Board may be served on him either personally or by sending it through the post in a prepaid letter addressed to such member at the address supplied by him to the Secretary for the giving of notices to him. Any such notice, if served by post, shall be deemed to have been served twenty-four hours after the letter containing the same is posted, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and stamped and put into any post office or post box subject to the control of the Postmaster General.

Names and Descriptions of Original Subscribers

| | |
|----------------------------|--|
| J. I. Scott | President, Electrical Contractors' Association of Scotland |
| L. Cannon | General President, Electrical Electronic Telecommunications Union / Plumbing Trades Union |
| F. J. Chapple | General Secretary, Electrical Electronic Telecommunications Union / Plumbing Trades Union |
| W. Blairford | Executive Councillor, Electrical Electronic Telecommunications Union / Plumbing Trades Union |
| F. G. Bennett | Past President, Electrical Contractors' Association of Scotland |
| J. R. Munro | Past President, Electrical Contractors' Association of Scotland |
| J. Smellie | Director and Secretary, Electrical Contractors' Association of Scotland |
| Witnesses: | |
| J. B. Moncrieff | Assistant Secretary, Electrical Contractors' Association of Scotland |
| D. D. W. Montgomery | Assistant Secretary, Electrical Contractors' Association of Scotland |

Board and Committee Structure

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|---------------------------|--|
| National Board | Chairman SELECT President 4 SELECT Representatives 1 Alternate Union Scottish Regional Secretary 4 Union Representatives 1 Alternate |
| Grading Committee | 1 SELECT Representative 1 Alternate 1 Union Representative 1 Alternate |
| Training Committee | 2 SELECT Representatives 1 Alternate 2 Union Representatives 1 Alternate |
| Trustees | 1 Representative from each party |