

SECTION **B**

National Working Rules – Hours, Wages and Travel

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B1. Bargaining Rights

- B1.1 The Parties to these National Working Rules have agreed that Unite the Union shall have sole bargaining rights in respect of all employees at all levels employed under the terms of these Rules and the Collective Agreement/s from which they emanate.
- B1.2 Any unqualified reference to a Trade Union within these rules refers to the Union and any unqualified reference to a Shop Steward or Trade Union Representative refers only to accredited Shop Stewards and Representatives of that Union.
- B1.3 The word unqualified has been added to cover references to Shop Stewards/Officers of other Unions in the text covering representation in an unofficial capacity by officers of other Unions under the terms of the Disputes, Grievance and Unfair Dismissals Procedures.
- B1.4 The word representation has been deleted to avoid misunderstandings in the above context.

B2. Equality of Application

- B2.1 It is the intention of the Parties to the Collective Agreements, of which the following Rules form a part, that there shall be, in the application of those Rules, no discrimination on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.
- B2.2 The SJIB believes that employers should be committed to supporting, developing and promoting diversity and equality in all employment practices and activities.
- Note:** For the avoidance of doubt the terms employer, employee, Operative, Technician, Approved Electrician, Electrician, Journeyman, Labourer, Tradesman, Trainee, Probationer, Apprentice and Adult Trainee used in these Rules are intended to apply equally and without distinction to both men and women. Therefore where, for simplicity, the masculine pronoun has been used, this is intended to apply to both men and women.

B3. Blacklisting

- B3.1 One of the principal objects of the SJIB is to further the progress of the industry for the mutual advantage of employers and employees. To help achieve this, the SJIB has adopted a set of shared values which apply across the industry, ensuring the co-operation of all who work under the SJIB terms and conditions. These values embrace integrity, respect, equality and fairness. Their application ensures that employer and employee workplace relationships are open, honest and transparent.

B3.2 Consequently, the SJIB considers the use of blacklists in employment practices by any of its members as a clear breach of these shared values and undermines the work undertaken by the SJIB. The use of blacklists contravenes much of the legislation which underpins the employment relationship.

B4. Dispensation

B4.1 Members are reminded that all electrical and instrumentation work must be carried out within the terms of the SJIB National Working Rules. Permission to operate in a manner different from that contained within the National Working Rules must be sought and dispensation granted before any member deviates from the Rules (please refer to Section C14).

B4.2 Furthermore members are advised to satisfy themselves at the enquiry stage whether work will be done in accordance with the SJIB conditions or otherwise.

B5. The Working Time Regulations 1998 (as amended)

B5.1 The Working Time Regulations 1998 allow certain exclusions from their application, known as derogations, which can be effected through a collective agreement. The SJIB National Working Rules is such a collective agreement and the Signatory Parties have agreed to incorporate, to their full extent, all possible derogations in order to preserve current working.

B5.2 For the application of SJIB National Working Rules B10, B12, B20.1, B21, B25.1(b), B25.1(c), B25.1(d), B28 and B29 in accordance with regulation 23 of The Working Time Regulations 1998, for Operatives whose contract of employment is based on these National Working Rules, the application of regulations:

- 6(1), 6(2), 6(3) and 6(7) (limit on night work hours and period over which night work hours are averaged);
- 10(1) (daily rest periods for adults);
- 11(1) and (12) (weekly rest periods for adults); and
- 12(1) (rest break for adults);

are hereby excluded and those regulations do not apply. Also, it is recognised that the nature of work in the electrical contracting industry is such that for organisational, objective and technical reasons, the reference period over which weekly working hours are to be averaged for the purpose of regulations 4(3) is to be 52 weeks, and this is the reference period that will apply for the purpose of regulations 6(3)(a), (i.e. the period over which night work hours are averaged).

Note: The Working Time Regulations 1998 require an employer to ensure that the operative will have the opportunity of a free health assessment before he takes up night work, or the operative had a valid health assessment, and shall ensure that a night worker has the opportunity of a free health assessment at appropriate regular intervals.

B6. Jurisdiction

B6.1 The spirit and intent of the National Working Rules recognises the necessity for local and geographically-based variations. Such variations are recognised in the following where the words Scottish JIB (SJIB) will be deemed to cover the Scottish Agreement and JIB the Agreement covering England and Northern Ireland, and any reference to Wales is for information and assistance only. www.jib.org.uk.

B7. Grading

B7.1 Graded Operatives shall comply in all respects with the Grading Definitions (Section K) as determined by the Scottish Joint Industry Board when carrying out the work of the Industry, erecting their own mobile scaffolds and using such power-operated and other tools, plant, etc. as may be provided by their employer, and the standard Graded Rates of Wages shall be paid. Grading shall only be valid if the grade has been formally issued by the Scottish Joint Industry Board.

B7.2 Nothing in these Rules shall prevent the maximum flexibility in the employment of Operatives.

B8. Wages

B8.1 The National SJIB Graded Rates of Wages shall be those from time to time determined by the Scottish Joint Industry Board. Current rates are available in Appendix B1 and www.sjib.org.uk.

B8.2 The SJIB Rates of Wages appropriate to Operatives, Apprentices and Adult Trainees shall be such rates for their grades as the Scottish Joint Industry Board may from time to time determine to be appropriate for their grade in the place where they are working. To qualify for the SJIB rates Operatives will be required to satisfy their employer that they have an adequate knowledge of the appropriate regulations currently in force as required by the SJIB Grading Definitions. Where required the SJIB will ask graded Operatives to produce satisfactory evidence that they have a knowledge of the relevant regulations, and in particular BS 7671, the current Edition of the IET Wiring Regulations.

B9. Payment of Wages

B9.1 Wages shall normally be paid by Credit Transfer. Alternatively, another method of payment may be adopted by mutual arrangement between employer and Operative.

B9.2 Wages shall be calculated for weekly periods and paid within 5 normal working days of the end of the relevant pay week unless alternative arrangements are agreed.

- B9.3 Each Operative shall receive an itemised written pay statement in accordance with the Employment Rights Act 1996 Section 8.

B10. Standard Working Hours

- B10.1 The standard working week shall be 37.5 hours worked on 5 days, Monday to Friday inclusive. The normal working day shall not be more than eight hours worked in any consecutive twelve hours between 7.00 a.m. and 7.00 p.m.
- B10.2 Permission for absence or lateness should be sought in advance from the employer if an individual has domestic, personal or other reasons. If this is not possible he should phone his employer informing him of the absence before 12 noon, or Mid-Shift for Shift Workers. Verbal messages delivered by workmates or relatives or other persons may be accepted by employers at their discretion.
- B10.3 In order to comply with Industry derogation under the Working Time Regulations, Operatives are only permitted to work a maximum of 48 hours per week averaged over a 52 week period. However, Operatives who wish to opt out of this regulation may do so by signing an opt-out agreement. A sample Opt-Out Agreement is shown in Appendix B2.
- B10.4 The employer shall declare the working days and hours (including breaks) on each job. Where shifts are required which fall outside these limits, payment and conditions of work shall be approved by the Scottish Joint Industry Board.

B11. Tea and Meal Breaks

- B11.1 Where the working day is longer than six hours Operatives are entitled to a break.
- B11.2 Tea breaks shall be paid and shall be mutually agreed between employers and Operatives.
- B11.3 Meal breaks including washing time shall be unpaid, and shall be of one hour duration, or less, at the employer's discretion.
- B11.4 Once agreed, the time permitted for tea/meal breaks shall not be exceeded.

B12. Utilisation of Working Hours

- B12.1 There shall be full utilisation of working hours which shall not be subject to unauthorised breaks.
- B12.2 Employers and Operatives, with the involvement of the Union Regional Officer, may agree on any job arrangements for the maximum utilisation of working hours; a bonus payment or payments related to progress of the work and productivity levels, or any other related matters, in addition to the normal hourly rates of pay.
- B12.3 Poor time-keeping and/or unauthorised absences from the place of work during working hours shall be construed as misconduct.

B13. Absences for Medical Reasons

- B13.1 Any Operative who is absent for medical reasons must submit either a Statement of Fitness for Work or, for the first seven days of absence, a Self Certification form. Where such absences occur on three or more occasions in any period of 12 weeks commencing with the first day of the first period of absence, the Operative may be given a formal warning (within one week of the ending of the third period of sickness absence). In the event of any further period of absence due to illness occurring within 12 weeks of the date of the warning letter, the Operative will be required to provide to his employer a Statement of Fitness for Work to cover that period of absence (see also Section G5.4).
- B13.2 Employers will, notwithstanding production of such certificates, have the right, upon there being an absence due to illness following the formal warning letter, to require the Operative concerned to be medically examined by either a doctor commissioned by the employer or by the Operative's own medical adviser, with a report being sent to the employer. In the latter case, the terms of the Access to Medical Reports Act 1988 will apply (see Appendix B3).
- B13.3 Any cost incurred by such examinations will be borne by the employer.
- B13.4 None of the foregoing precludes individual companies instituting their own arrangements providing those arrangements are within the parameters of this rule. For persistent problems with absence refer to Section G5.5.

B14. Bereavement Leave

B14.1 Employers will give sympathetic consideration to requests from Operatives for bereavement leave in the event of the death of a close relative (e.g. spouse, partner, children, parents, brother, sister or any other nominated beneficiary). When such bereavement leave is granted employers will pay the Operative concerned for up to three normal working days at their basic hourly rate.

B15. Place of Employment

B15.1 All Operatives, with the exception of locally engaged labour, shall be taken into employment at the employer's established place of business, that is to say a principal or branch office, either of which shall be defined as the shop. Shop recruited Operatives are liable to be transferred to work on any site on which the employer has a contract. An Operative's place of employment shall therefore be defined within his Written Statement of Employment (see Section C - Appendix C1).

B16. Shop Based Operatives - Shop Rate

B16.1 Operatives who are required to book on and off at the employers shop shall be paid Shop Rate. These Operatives shall be entitled to time from booking on until booking off, with overtime if the time so booked exceeds the normal working day. They shall also be entitled, if transport is not provided free of charge, to Mileage Allowance as shown in Appendix B1.

B16.2 An Operative, by agreement with an employer, may use his own car for business use. In this instance the Operative shall have appropriate insurance cover. Mileage Allowance shall be payable as shown in Appendix B1.

B17. Operatives Who Travel Daily - Travel Rate

B17.1 Operatives who are required to start and finish at the normal starting and finishing times on the job shall be paid Travel Rate. On jobs lasting more than one day, the Operative shall travel the first day and return the last day in his employer's time. On intervening days he shall travel both ways in his own time.

B17.2 An Operative travelling daily and working away from the shop shall receive either a Mileage Allowance or Mileage Rate, as shown in Appendix B1.

B18. Mileage Allowance and Mileage Rate

- B18.1 Operatives, Adult Trainees and Apprentices who are required to start and finish at the normal starting and finishing time on jobs over 15 miles from the shop to the job, shall receive either a:
- (a) Mileage Allowance if using their own transport from the shop to the place of work. This allowance will not be taxable as it is within HMRC Approved Mileage Allowance Payment (AMAP) rates.
 - (b) Taxable Mileage Rate where transport has been provided.
- B18.2 Payment for the Mileage Allowance and Mileage Rate are as per the table shown in Appendix B1.
- B18.3 The calculation of the actual distance between the shop and the job will be by way of the shortest route on the RAC Route Planner. The Mileage Allowance and Mileage Rate are paid for the full return journey.
- B18.4 An Operative who considers that the transport provided by his employer is unsuitable may pursue a complaint through the grievance procedure (See Section G - Resolving Issues at Work).

B19. Overtime

- B19.1 Overtime working by Operatives may from time to time be required by the employer to meet the requirements of the job and such a requirement will not be unreasonably withheld by Operatives.

B20. Overtime Rates

- B20.1 Overtime rates Monday to Friday shall not apply until an Operative has worked the currently determined hours (37.5 hours) at normal rates in any one week. Additional time worked Monday to Friday after the currently determined hours shall be paid at time and a half.
- B20.2 Weekend overtime premium shall be calculated on all hours worked as shown in Rules B20.4 and B20.5.
- B20.3 Subject to the exceptions in Rule B20.6 (a – c inclusive), an Operative who has not worked five days from Monday to Friday as provided in Rule B10.1 may be precluded from working the following Saturday or Sunday.
- B20.4 The first 6 hours worked on a Saturday shall be paid at the rate of time and a half from the start of the Saturday shift or up to 3.00 p.m. on a Saturday, whichever is sooner.

- B20.5 Hours worked after the first 6 hours or from 3.00 p.m. on a Saturday shall be paid at double time, up to normal starting time on Monday.
- B20.6 Loss of overtime premium shall not be incurred where the Operative:
- (a) was absent with the employer's permission e.g. holiday, authorised leave; or
 - (b) was absent through self-certified or certificated sickness; or
 - (c) was on an authorised rest period on a day following continuous working through the previous night.

B21. Rest Periods Following Extended Overtime

- B21.1 An Operative who has worked his normal day work hours and continues to work overtime beyond midnight shall take a minimum break away from work of 7.5 hours.
- B21.2 Allowances shall be made for the time taken over and above the break time of 7.5 hours. Time spent on travel applicable to the relevant job shall not be taken into account when calculating the 7.5 hours minimum break.
- B21.3 If the next day is a normal working day, and the break extends into the normal working hours of that day, the Operative shall receive payment at the appropriate standard rate for the normal working hours lost.
- Note:** The normal working week excludes Saturday and Sunday.

B22. Calculation of Overtime Including Rest Periods

- B22.1 The hours of a rest period which extend into a normal working day shall be taken into account when calculating overtime in the relevant worked week.

B23. Responsibility Payments

- B23.1 Approved Electricians in charge of work who undertake the supervision of other Operatives, shall be paid responsibility money details of which are available from www.sjib.org.uk. The supervision of Apprentices or other Trainees does not attract responsibility money.
- B23.2 Responsibility payments shall be enhanced by overtime and shift premia where appropriate.

B24. Productivity and Incentive Schemes

B24.1 Employers and Operatives, with the involvement of the Union Regional Officer, may agree on any job arrangements for the maximum utilisation of working hours. This may include a bonus payment or payments related to progress of the work and productivity levels or any related matters in addition to the normal hourly rates of pay.

B25. Shift Work

B25.1 Operatives may be required to undertake shift-working arrangements (as detailed below) in order to meet the requirements of the job or client. Operatives may not be so required without reasonable notice.

(a) **Nightshift**

- (i) Nightshift will be constituted where Operatives work throughout the night for at least three consecutive nights (see Appendix B4 for Health Assessment form for Nightshift workers).
- (ii) Nightshift will normally consist of 37.5 hours worked on 5 nights Monday night to Friday night inclusive, with unpaid meal breaks for meals each night to be mutually arranged. The employer shall declare working hours including meal breaks in each contract.
- (iii) Nightshift shall be paid at the rate of time and one-third for all hours worked up to 37.5 hours in any one week, Monday to Friday.
- (iv) Where Operatives work throughout the night for less than three consecutive nights they shall be paid at time and a half for shifts starting Monday to Friday, and double time for shifts starting on Saturday or Sunday.

(b) **Double Day Shift**

- (i) The shift week will be from Monday to Friday. Each shift shall be of at least 7.5 hours worked with an unpaid half hour meal break. The distribution of the hours will be subject to local requirements. Shifts will normally be on an early and late basis.
- (ii) Double day shift working will be paid at the rate of time plus 20% for normal hours worked in the early shift, and time plus 30% for normal hours worked in the late shift.

(c) **Three Shift Working**

- (i) The shift week will be from Monday to Friday. Each shift shall be of 7.5 hours duration with an unpaid half hour meal break. The distribution of the hours will be subject to local requirements. Shifts will normally be on early, late and night shift basis.
- (ii) Three shift working will be paid at the rate of time plus 20%, time plus 30% and time plus 33% for the early, late and night shifts respectively.

- (d) **Continuous Shift Working (Over a 7-Day Period)**
- (i) **Occasional** - Where shift work is occasionally required to cover both weekdays and weekend, weekend working shall attract the appropriate premia contained in Rules B20.4 and B20.5. Weekday working shall attract the premia contained in Rule B25.1(c). Generally speaking, occasional shift-work shall be defined as a shift-work requirement for a period of 4 weeks or less to meet some short term or emergency need.
 - (ii) **Rostered** - Where continuous three shift working is required to cover a regular seven day working pattern the following conditions shall be observed:
 - [i] Prior to the introduction of a rostered three shift working system the employer will discuss and agree with his Operatives' representatives the most suitable pattern of hours to achieve the required cover.
 - [ii] Subject to the above, rostered three shift working shall not be restricted.
 - [iii] The normal shift week shall be from Monday to Sunday and will comprise a maximum 37.5 hours in any one week for which the Operatives shall be paid at time plus 30%.
 - [iv] All hours rostered or un-rostered in excess of 37.5 hours in any week, Monday to Sunday, shall fall within the terms of Rule B25.1(e), (f) and (g).
- (e) **Overtime on Shifts**
- (i) The number of hours to be worked at the appropriate shift rates before overtime premium is calculated shall be 37.5 hours.
- (f) **Premium Payments**
- (i) Premium payments shall be calculated on the appropriate standard rate of pay and not at the shift rate.
- (g) **Overtime on Rostered Days Off**
- (i) Operatives required to work on rostered days off shall receive overtime premium in accordance with Rules B20.4 and B20.5.

B26. Transfer from Day to Night or Night to Day Shifts

- B26.1 When Nightshift Operatives at termination of nightshift, having worked after midnight, go on to day shift on the morning of that same day, the hours worked during that day shall be paid at the appropriate overtime rates. Similarly, where a day Operative having worked after midday goes on to a night shift that same night, the worked hours of that first night shift shall be paid at the appropriate overtime rates.

B27. Reasonable Notice

- B27.1 Operatives will be given reasonable notice by their employer when they are required to undertake shift working arrangements.

B28. Flexible Working

- B28.1 Because of the very wide range of work activities covered by this agreement, in certain situations in the interests of efficiency and productivity, a flexible working pattern may be appropriate. Therefore, by mutual agreement between the employer and the Operative and vetting by a Union Regional Officer, the following rule may apply. Any flexible working patterns must not be introduced to circumvent any existing overtime provisions.
- B28.2 An Operative who agrees to work a flexible working pattern (i.e. to work any five days out of seven) shall:
- (a) be paid his graded rate plus a premium of 15% for working the agreed pattern of work in each week;
 - (b) receive the appropriate overtime premium calculated on the basic graded pay rate after working 37.5 hours in any week on the agreed pattern of work;
 - (c) be paid time and a half at the basic graded rate of pay for the first 6 hours worked on the first agreed rest day of each week. Thereafter, at the rate of double time for the remainder of any rest day or part thereof worked in that week;
 - (d) not receive overtime premium for any Saturday or Sunday included in the agreed working pattern;
 - (e) forfeit the 15% premium for any week in which there is a failure, without an acceptable reason, to report for duty on any Saturday or Sunday which is included in the agreed pattern of work. Examples of acceptable reasons are when the operative:
 - (i) has lost time through self-certified or illness covered with a Statement of Fitness for Work;
 - (ii) was on a rest period for the day following continuous working all the previous night;
 - (iii) was absent with his employer's permission e.g. holiday or authorised leave.
 - (f) In the event of Operatives undertaking a flexible working schedule being called out, Rules B29.1 and B29.2 will apply with the two agreed rest days in the 7 day working cycle being treated as Saturday and Sunday.

B29. Call-Out

- B29.1 For emergency Call-Outs when an Operative, having returned home after his normal finishing time, is called upon to return to work before his next normal starting time, he shall be paid at time and a half for all hours worked home to home. Between 3.00 p.m. on Saturday and the normal starting time on Monday, the appropriate rate paid shall be double time.
- B29.2 In addition, he shall be paid Call-Out Allowances, details of which are available from Appendix B1 and on www.sjib.org.uk. The first Call-Out in any rest period shall be paid at the higher 1st Call-Out Allowance. In the event that an Operative, having returned home after a Call-Out, is called out again a further Subsequent Call-Out Allowance shall be paid in respect of this second Call-Out and at the same rates for each subsequent Call-Out prior to the next normal starting time.

B30. Operatives Who Lodge

- B30.1 Operatives who are required by their employer to work away from their normal work location where daily travel from their home to this new temporary location would be onerous, shall be entitled to lodge.
- B30.2 The Employer shall determine when the Operatives are required to lodge. However, employers shall not unreasonably refuse Operatives lodgings.
- B30.3 Where the accommodation is located over 15 miles from the site, the Operative shall receive either the Mileage Allowance or Mileage Rate as shown in Appendix B1.
- B30.4 An Operative sent to a job where lodging is necessary shall receive actual fare and payment for time spent travelling at basic Travel Rate from the employer's shop to the job. Similar payments shall apply on his return except that if he leaves the job of his own free will within one clear calendar month from the date of his arrival, or is dismissed by his employer, no return fare or payment for time spent travelling shall be paid.
- B30.5 On each occasion that a transport authority (whether nationally or locally) announces a change in fares, then on the same date there shall be deemed to be a promulgation of an SJIB determination requiring the revised fares also to be paid to the Operatives concerned, who are paid fares in accordance with these rules.

B31. Lodging Allowance

- B31.1 Lodging allowance at the rate shown in Appendix B1 and www.sjib.org.uk shall be paid to an Operative who, by arrangement with his employer, has to take lodgings, and shall be payable in respect of each night spent away from home.
- B31.2 This rule shall not apply where suitable board and lodging is arranged by the employer at no cost to the Operative. Where the employer arranges accommodation it shall be of reasonable standard and include breakfast and evening meal.
- B31.3 A lodging allowance retention fee per night may be paid as appropriate. Receipts should be presented to the employer in a timely manner.
- B31.4 No payment for the retention of lodgings during the annual holiday period shall be made by the employer except in cases where the Operative is required to pay a lodging retention fee during the annual holiday, when reimbursement shall be in respect of the amount actually paid up to a maximum agreed by the SJIB as shown in Appendix B1 and www.sjib.org.uk. The Operative shall provide proof of payment to the employer's satisfaction.

B31. Lodging Allowance continued

- B31.5 The payment of lodging allowance shall not be made during absence from employment unless a Statement of Fitness for Work is produced for the whole of the period claimed. An Operative absent three times in any period of 12 weeks shall, for the third of such absences, provide a Certificate prepared and certified by a Doctor. Notwithstanding these provisions the employer may, following said absences, require such an Operative to be medically examined by a Doctor commissioned by the employer. In such cases the terms of the Access to Medical Reports Act 1988 will apply (see Appendix B3).
- B31.6 If an Operative while working away from home is taken ill and is certified by a doctor to be unfit for work, notwithstanding that his actual employment has terminated or been suspended by custom or trade, he shall be allowed the above Lodging Allowance up to a maximum of five nights to enable arrangements to be made for his being taken to hospital or to return home. The payment of the above allowance shall not infer continued employment after the date of disability.

- i** Application for Lodging Allowance Form: See Appendix B5
- i** Summary of Taxation of Travel and Lodging Payments: See Appendix B6

B32. Periodic Travel

- B32.1 Operatives living away from home and in receipt of lodging allowance under Rule B31.1 – B31.6 inclusive, shall be paid the following periodic travel allowances. Travel by rail shall be paid at the full standard rate.
- (a) On jobs up to and including 100 miles from the employer's shop, return fares from the job to the employer's shop, without payment for time spent travelling, shall be paid every two weeks.
 - (b) On jobs over 100 miles and up to and including 200 miles from the employer's shop, return fares from the job to the employer's shop with four hours payment for time spent travelling paid at ordinary rates, shall be paid every two weeks.
 - (c) On jobs over 200 miles from the employer's shop, return fares from the job to the employer's shop with 7.5 hours payment for time spent travelling at ordinary rates, shall be paid every two weeks.
 - (d) In cases under sub-clauses (b) and (c) above, where the employer through necessity or expediency requires his Operatives to work during the specified weekend leave period, the employer shall arrange that they shall have another period in substitution, but this provision shall not apply under sub-clause (a) above.
 - (e) Operatives who choose to return home at weekends outside the above prescribed periods shall do so at their own expense.

B33. Protracted Journeys

- B33.1 On protracted journeys the Operative shall be entitled to the basic Travel Rate for every hour (up to a maximum of 7.5 hours per day) he is travelling on an aeroplane, train, ship or other conveyance. Should a journey be interrupted or delayed and the Operative is provided with suitable accommodation, he shall be paid for the standard working hours of a day at the basic Travel Rate while so held up.
- B33.2 Where transport between the job and the shop is by air, then a return journey shall be arranged every four weeks, regardless of distance.

B34. Locally Engaged Labour

- B34.1 Where an employer does not have a shop within a 25 mile radius of the job, he can engage labour living within a 25 mile radius of that job. Operatives, who are in receipt of the Travel Rate, shall receive either a Mileage Allowance or Mileage Rate as shown in Appendix B1 and in accordance with B17.1 but with the exception of home being substituted for shop in B18.1.
- B34.2 Locally engaged labour living within a 25 mile radius of the job can be transferred to other jobs within that radius without affecting their entitlements under this rule. Operatives transferred to a job outside that radius may be entitled to Lodging Allowance in accordance with the Rules.
- (a) Upon engagement, the site upon which the Operative is placed is formally his place of work and must be declared (as provided for under the amended SJIB statement of particular terms of employment) to comply with the requirements of the Employment Rights Act 1996.
 - (b) When a redundancy situation occurs at the place where the Operative was so employed (Employment Rights Act 1996) that place is, for the shop recruited Operative, the entire work area covered by the shop of recruitment and, for the site recruited Operative, the site of recruitment, and selection for redundancy must be made on that basis, within the parameters of the employers agreed selection procedures and the statutory rights of those concerned.
 - (c) It is advisable that an employer should make the points of law set out under (a) and (b) clear to the Operative, particularly the locally engaged Operative, when he accepts work as a site recruited Operative.
 - (d) In the event of a dispute arising, each case will be considered in the light of justice, equity and the merits of the individual case.

B35. Prohibition of Private Work

B35.1 No Operative shall carry out electrical work for gain on his own account or in his own time whilst in employment. Operatives in breach of this rule are liable, after due enquiry at which they have the right to be represented, to be summarily dismissed.

B36. Meetings of Operatives

B36.1 Meetings of Operatives shall not be held during working hours except with prior permission of the employer's authorised representative, following arrangement with an authorised representative of the Union recognised for bargaining purposes.

B36.2 The foregoing provisions are subject to any relevant Codes of Practice.

B37. Tools

B37.1 Employers shall provide as required all power-operated and expendable tools which shall be of suitable quality and of good repair. Operatives shall act with the greatest possible responsibility in respect of the use and safe-keeping of such tools supplied by their employers.

B37.2 Each Operative shall provide a lockable tool box and the appropriate kit of hand tools as detailed in Appendix B7. These tools will be of suitable quality and in good repair for efficiently carrying out the work for which he is employed and shall be maintained in good condition. Apprentices shall also provide said tools in quantity and type as indicated for the Stage(s) of Apprenticeship.

B37.3 Where practicable, employers shall provide suitable lockable facilities for storing Operatives' tool kits. Operatives shall be responsible for depositing and uplifting their tool kits from such lockable facilities at the appropriate opening times.

B37.4 Where such lockable facilities are provided the employer will be responsible for the loss of any tool kits due to theft, provided that the theft took place when the lockable facility was locked and such theft was reported to the police. In such cases, employers will be responsible for replacing only those tools listed in the National Working Rules. Employers shall carry out periodic tool kit inspections to ensure that such kit or other tools provided by the Operative are of suitable quality and in good repair.

B37.5 During working hours the employer shall be responsible for insuring Operatives' tools that are stored within a locked company vehicle.

- B37.6 Other than B37.5 above, employers are not responsible for the loss or damage to the tools or personal property of Operatives. All Operatives are advised in their own interest to insure such articles against loss. Operatives must ensure that any such loss or damage must be repaired or replaced as appropriate within a reasonable time of discovery.
- B37.7 Damaged or inferior quality tools must not be used by the Operative.
- B37.8 When working on or near live installations, insulated tools must be used.

B38. Ratio of Apprentices

- B38.1 On a three year average, an employer shall not employ more than one Apprentice to one skilled* Operative and shall adjust his general staff to that proportion. Apprentices shall be subject to appropriate supervision by a competent person.
- B38.2 On any job the ratio of Apprentices shall not exceed one Apprentice to one skilled* Operative.
Note: * Skilled shall be interpreted according to the Qualifications of Skilled Operative.

B39. Safety, Health and Welfare

- B39.1 The employer shall comply with legal requirements regarding safety, health and welfare facilities.
- B39.2 Employers have a duty to ascertain and comply with their responsibilities under the relevant Statute(s) and Regulation(s) and conditions of their contract. Operatives have a duty to ascertain and comply with their responsibilities under the relevant Statute(s) and Regulation(s) and conditions of employment before commencing work on a site.
- B39.3 Operatives must observe their safety instructions to ensure the safety of themselves and their fellow Operatives.
- B39.4 Operatives must use and not misuse facilities provided for their individual safety, health and welfare.
- B39.5 The wearing of safety helmets shall extend to all work places where a risk of head injury is present.
- B39.6 Consequently, except where the company or site rules or notices make exception or where the foreseeable risk of head injury is negligible, all Operatives, Adult Trainees and Apprentices shall wear a safety helmet at all times when in the vicinity of construction operations.
- B39.7 Subject to the use of the appropriate disciplinary procedures under these Rules, action taken by an employer to enforce the wearing and use of Personal Protective Equipment and Clothing shall be supported by the Scottish Joint Industry Board.

B39. Safety, Health and Welfare continued

B39.8 Operatives will comply with the Employer arrangements relative to the provision and maintenance of Personal Protective Equipment and Clothing.

B40. Employment in England, Wales, Northern Ireland, The Isle of Man and The Channel Islands

B40.1 Operatives employed under the terms of the National Working Rules who are required to work in England, Wales, Northern Ireland, the Isle of Man and the Channel Islands shall continue to be entitled to benefits under the SJIB Holiday Schemes and payments in respect of any public holidays taken at times in accordance with Rules applying to the site but, in all other respects, shall be paid wages and be subject to conditions of employment concerned by the JIB for England, Wales, Northern Ireland, the Isle of Man and the Channel Islands. Where the proposed arrangement involves long term working outside Scotland the Operative should, where possible, be offered a transfer with the application of JIB Rules and arrangements. Until any such transfer is arranged the Operative's place of employment remains as specified in his current Contract of Employment for the purposes of assessing entitlement to periodic travel allowances, lodging allowance and other related matters.

Appendix B1

WAGE RATES, PAYMENTS AND WELFARE AMOUNTS 2017 - 2020

SJIB NATIONAL WAGE RATES 2017 TO 2020

Operatives	Effective: 02/01/2017		Effective: 01/01/2018		Effective: 07/01/2019		Effective: 06/01/2020	
	2%		2.5%		2.75%		3%	
	Shop (£)	Travel (£)	Shop (£)	Travel (£)	Shop (£)	Travel (£)	Shop (£)	Travel (£)
Technician	15.97	17.92	16.37	18.37	16.82	18.88	17.32	19.45
Approved Electrician	13.98	15.92	14.33	16.32	14.72	16.77	15.16	17.27
Electrician	12.73	14.68	13.05	15.05	13.41	15.46	13.81	15.92
Labourer	9.83	11.79	10.08	12.08	10.36	12.41	10.67	12.78
Adult Trainee Stage 1	9.83	11.79	10.08	12.08	10.36	12.41	10.67	12.78
Adult Trainee Stage 2	10.82	12.48	11.09	12.79	11.40	13.14	11.74	13.53
Adult Trainee Stage 3	12.09	13.95	12.40	14.30	12.74	14.69	13.12	15.12
Apprentice Stage 3 (Apprentices registered before 07/01/2013)	9.47	11.15	9.71	11.43	9.98	11.74	10.28	12.09

Approved Electricians Responsibility Money – From 10p to £1.00

Appendix B1 continued

APPRENTICES REGISTERED AFTER 07/01/2013

Apprentices (registered after 07/01/2013)	Effective: 02/01/2017		Effective: 01/01/2018		Effective: 07/01/2019		Effective: 06/01/2020	
	2%		2.5%		2.75%		3%	
	At Work (£)	At College (£)	At Work (£)	At College (£)	At Work (£)	At College (£)	At Work (£)	At College (£)
Apprentice Stage 1	5.09	4.46	5.22	4.57	5.36	4.69	5.52	4.83
Apprentice Stage 2	7.00	6.37	7.18	6.53	7.38	6.71	7.60	6.91
Apprentice Stage 3	8.91	8.27	9.14	8.48	9.39	8.72	9.67	8.98
Apprentice Stage 3 FICA	10.18	9.55	10.44	9.79	10.73	10.06	11.05	10.36

Apprentices become FICA Eligible once: –

- They have completed 12 months in Stage 3.
- They have attended one week of block release at college and successfully completed the appropriate Third Stage Competencies (the SVQ Week).
- Log Book entries 9, 10 and 11 have been completed.
- The Competence Achievement Record (CAR) has been signed-off.
- The SJIB has notified the employer that the Apprentices have progressed from Stage 3 to Stage 3 FICA.

Note: The SJIB Wage Rates for Apprentices are negotiated and agreed by the SJIB National Board. The SJIB contractual rates apply to all Apprentices, regardless of age during the first 12 months of the apprenticeship. After the first 12 months, when the National Minimum Wage/National Living Wage is higher than the negotiated rates, the National Minimum Wage/National Living Wage will take precedence, depending on the age of the Apprentice. The current age-based National Minimum Wage rates can be found in the SJIB Circular – National Minimum Wage Rates

LODGING ALLOWANCES AND RETENTION FEES

	Effective: 02/01/2017 (£)
Lodging Allowance	38.72
Lodging Retention	12.74
Weekend Retention	(per night) 38.72

MILEAGE ALLOWANCE AND MILEAGE RATE

Operatives, Adult Trainees and Apprentices	Effective: 02/01/2017		Effective: 07/01/2019	
	Mileage Allowance (Own Transport) (£)	Mileage Rate (Transport Provided) (£)	Mileage Allowance (Own Transport) (£)	Mileage Rate (Transport Provided) (£)
0 – 15 miles	Nil	Nil	Nil	Nil
Over 15 miles	0.21	0.11	0.22	0.12
1 st Call-Out		20.00		20.00
Subsequent call-out, same rest period		10.00		10.00

Note: Mileage Allowance / Rate is payable to employees who are being paid Travel Rate and are travelling in their own time. Mileage Allowance is payable to Operatives and Apprentices who use their own transport from the Shop to their place of work and is free of tax. Mileage Rate is payable to Operatives and Apprentices where transport is provided and this rate is subject to the appropriate rate of income tax. Please refer to the National Working Rules for taxation information.

WEEKLY SICK PAY IN ADDITION TO SSP FOR OPERATIVES & ADULT TRAINEES

	Technician (£)	Approved Electrician (£)	Electrician (£)	Labourer & Adult Trainee (£)
Weeks 1 and 2	Nil	Nil	Nil	Nil
Weeks 3 to 24	180.00	170.00	160.00	150.00
Weeks 25 to 52	90.00	85.00	80.00	75.00

WEEKLY SICK PAY IN ADDITION TO SSP FOR APPRENTICES

	Apprentices (£)
The first three days	Nil
Thereafter to week 12	15.00

Note: Apprentice Sick Pay is payable at the appropriate rate for an aggregate period of 12 weeks in any consecutive 12 months.

Appendix B1 continued

WELFARE BENEFITS

Benefits	Operatives & Adult Trainees (£)	Apprentices (£)
Death Benefit	30,000	10,000
Accidental Death Benefit (On-Site)	55,000	25,000
Total Accidental Death Benefit (On-Site)	85,000 (30,000 + 55,000)	35,000 (10,000 + 25,000)
Permanent and Total Disability Benefit	Up to 50,000	Up to 10,000
Accidental Dismemberment Benefit	4,000	2,000

Appendix B2

AGREEMENT ON OPT-OUT OF REGULATIONS 4(1) OF THE WORKING TIME REGULATIONS 1998 REGARDING MAXIMUM WEEKLY WORKING TIME

Whilst accepting the Working Hours stipulated under my Statement of Employment Particulars by the SJIB National Working Rules, I further accept the possibility of being called upon to work irregular and/or urgent overtime. Should the situation, with my agreement, develop to a position which exceeds the Maximum Weekly Working Time as set out in Regulation 4(1) of the Working Time Regulation 1998, I agree to the following individual opt-out:

1. I, (name of Operative) agree with (name of employer) that the limit in regulation 4(1) of the Working Time Regulations 1998 shall not apply to me and I acknowledge that this means that my working time, including overtime, may exceed an average of 48 hours for each seven days (calculated over a 52 week period).
2. I agree that I will comply with any reasonable requirements of the employer which relate to its maintenance of records of my hours of work.
3. This agreement can be terminated by me giving three months notice in writing to the employer.
4. This agreement is of immediate effect and will continue to operate indefinitely unless terminated in accordance with Clause 3 above.

Signature:	Dated:
(Name of Operative)	
Signature:	Dated:
On behalf of (Name of Company)	

Appendix B3

MEDICAL REPORTS ACT 1988 REQUEST FOR PERMISSION TO APPROACH AN EMPLOYEE'S OR PROSPECTIVE EMPLOYEE'S MEDICAL ADVISERS SUGGESTED BASIC FORM

Note: It is essential that the employer both sees and requests permission from the employee before the form is presented or (if this is not possible) makes a courteous and sympathetic request to the employee concerned in a covering letter.

1.	Company Name	Address	Tel. No.
2.	Name of the individual in the Company to whom the report should be sent:		
3.	Full Name and Address of the Employee concerned:		

I, give my permission for my employer/the applicant (delete which is not applicable) to approach my Medical Adviser or Doctor in order to obtain a report on my medical condition/general health.

Name:	
Address:	
Tel No.:	

I understand that I have the legal right under the terms of the Medical Reports Act 1988 to:

- (a) Refuse my consent to such a request for a report being made.
- (b) See the report either before or up to six months after it has been supplied to my employer/the applicant.
- (c) Refuse my consent to the report being supplied to my employer/the applicant.
- (d) Amend details in the report I consider incorrect or misleading.

I understand that if I wish to see the report either before or after it has been supplied to my employer/the applicant, I must make arrangements for access direct with the medical adviser concerned.
 I do/do not (delete which is not applicable) intend to make such arrangements.

Signature:	Dated:

Appendix B4

HEALTH ASSESSMENT FOR NIGHT SHIFT WORKERS (SAMPLE)

Name:		Date of Birth:	
Job Title:		Department:	
		YES	NO
	Have you worked on night shift before?	<input type="checkbox"/>	<input type="checkbox"/>
	Have you worked a rotating shift system before?	<input type="checkbox"/>	<input type="checkbox"/>
	If YES, how long have you been doing so?		
	Date of most recent previous health assessment (if applicable)	Date:	
(a)	Do you currently suffer from diabetes? If YES, do you require insulin injections?	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
(b)	Do you currently suffer from heart or circulatory disorders? If YES, does this affect your physical stamina?	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
(c)	Do you suffer from stomach/digestive disorders, e.g. ulcers?	<input type="checkbox"/>	<input type="checkbox"/>
(d)	Do you suffer from a medical complaint which means the regular timing of meals is important?	<input type="checkbox"/>	<input type="checkbox"/>
(e)	Have you ever had a medical condition which affects your sleep?	<input type="checkbox"/>	<input type="checkbox"/>
(f)	Do you suffer from a chronic chest disorder, the symptoms of which are more troublesome at night time?	<input type="checkbox"/>	<input type="checkbox"/>
(g)	Are you currently on prescribed medication which needs to be taken according to a strict timetable?	<input type="checkbox"/>	<input type="checkbox"/>
(h)	Do you have, or have you ever had, an alcohol or drugs abuse problem?	<input type="checkbox"/>	<input type="checkbox"/>
(i)	Are you aware of any medical condition from which you suffer which you feel could be detrimentally affected by being assigned to night work? If YES, please give details:.....	<input type="checkbox"/>	<input type="checkbox"/>
(j)	Do you have any difficulty working at heights?	<input type="checkbox"/>	<input type="checkbox"/>

I declare that I have completed this form accurately and to the best of my knowledge and belief. If deemed appropriate, as a result of the information I have given here, I give my consent to be referred to a health professional for a more thorough assessment.

Signature:	Dated:

Appendix B5

APPLICATION FOR LODGING ALLOWANCE UNDER THE SJIB NATIONAL WORKING RULES

Section A - Employees Details

Employee's name:	
Employee's permanent home address:	
Postcode:	
National Insurance Number:	Payroll number:
/ / /	

Section B - Lodging Details

Employee's temporary work location:	
Employee's temporary address:	
Postcode:	
Lodging start date:	Lodging end date:

Section C - Employers Details

Employers name:	
Shop Address: (where employee is based)	
Postcode:	

Section D – Tax Status Declaration

Lodging Allowance is taxable unless you meet one of the following criteria. Please read the following statements, tick and sign all sections relevant to you:

- i. My permanent home address is within 50 miles of my permanent work location and I have been sent by my employer to work at the temporary work location as detailed in Section C, which is now over 50 miles from my permanent work location and as a result of this I have to incur additional living expenses by taking lodgings at the address detailed in Section C. It is also my belief that the Lodging is not expected to last for more than 24 months.

Yes, this section is relevant to me

- ii. In addition to point (i) above I can confirm that I have the following dependants* living at my permanent home address (as detailed in Section B) and their details are:

Name(s) and age(s) if under 18	Relationship to me

Yes, this section is relevant to me

- iii. I have no dependants but I can confirm that I have to pay the costs** of keeping my permanent home while I am working at the location specified in Section C above.

Yes, this section is relevant to me

Signature:	
Date:	Print name:

By signing this declaration you are stating that you understand that a deliberately false declaration on this form could be regarded as fraudulent and if any of the above statements are proved untrue then your lodging allowance may become liable for deduction of income tax. You are also obliged to notify HMRC and your employer of any changes in your circumstances which may affect your tax liability.

*-Dependants are classified as wife/husband/civil partner/partner (of 2 years or more) plus any dependent children under 18 years of age.

** -Costs can be mortgage/rent, council tax, gas and electricity.

Section E – Employers Declaration

I/We (delete as appropriate) confirm that to the best of our knowledge the information shown on this form is correct and that the employee named in Section B, has been sent to work by myself/us at the location specified in Section C, however, they normally reside at the address shown in Section B. By signing this declaration I/we are stating that we are abiding by the National Working Rules set out by the SJIB.

Signed:	Date:
Print name:	Position in Company

Appendix B6

SUMMARY OF TAXATION OF TRAVEL AND LODGING PAYMENTS

Operatives who travel daily – ‘Travel Rate’ - SJIB Handbook, Section B, Rules B17.1, B18.1 (a) & (b)	
Operatives booking on and off at the job.	
(i) Mileage Allowance between shop and job	Not taxable
(ii) Mileage Rate	Taxable
Lodging Allowance - SJIB Handbook, Section B, Rule B31	
Lodging Allowance	Not taxable <i>See Note1</i>
Mileage Allowance or Mileage Rate between lodging and job when the employer is satisfied that suitable lodging is not available within 15 miles of the job.	
(i) Mileage Allowance	Not taxable
(ii) Mileage Rate	Taxable
(iii) Retention Payments (Annual Holiday)	Not taxable
Periodic Fares – SJIB Handbook, Section B Rule B32	
Period Return Fares (back to shop for Operative in lodging)	
(i) Payment for time spent travelling	Taxable
(ii) Fares	Not taxable
Locally Engaged Labour – SJIB Handbook Section B34.1, B34.2 (a-d) <i>See Note2</i>	
When Operatives travel from their homes to the site on which they were initially engaged.	
(i) Mileage Allowance (between home and job)	Taxable
(ii) Mileage	Taxable
When Operatives travel between home and second or subsequent jobs within 25 mile radius of the initial job to which transferred by the employer.	
(i) Mileage Allowance (between home and the job)	Taxable
(ii) Mileage Rate	Taxable

Note1: Lodging Allowance

Lodging Allowance is not taxable where the Operative has continuing family or financial commitments at home and where an employer is provided with satisfactory proof of lodging. The onus of providing this evidence rests with the Operative.

Lodging Allowance is taxable when paid to an Operative:

- without family or financial commitments; and
- outside a radius of 50 miles of the employer's shop; and
- for a period exceeding (or expected to exceed) 24 months.

Note2: Locally Engaged Labour

If a locally engaged Operative is transferred to another job more than 25 miles from the job on which he was initially engaged he should, under the terms of the National Working Rules, be offered a new contract of employment on a shop-recruited basis. Failure to make this offer or a refusal on the part of the Operative concerned to accept it will mean that HMRC may regard the Operative as still locally engaged. Any additional emoluments paid on a shop-recruited basis such as Lodging or Travel Allowances would then be wholly taxable.

Appendix B7

TOOL LIST

Each Operative shall provide a lockable tool box and the appropriate kit of hand tools as detailed below. These tools will be of suitable quality and in good repair for efficiently carrying out the work for which he is employed and shall be maintained in good condition. Adult Trainees and Apprentices shall also provide said tools in quantity and type as indicated for the Stage(s) of Apprenticeship.

1st Stage	2nd - 3rd Stage
<ul style="list-style-type: none"> • 1 Lockable tool box (5 drawer Cantilever) complete with a padlock • 1 Heavy hammer (1.25 kilo club or lump hammer) • 1 Pair insulated combination pliers (185 or 200mm) • 1 Hacksaw frame (suitable for 300mm blades) • 1 Electrician's insulated screwdriver – 75 x 3mm (parallel tip) • 1 Electrician's insulated screwdriver – 150 x 5mm (parallel tip) • 1 Electrician's insulated screwdriver – 200 x 5mm (parallel tip) • 1 Electrician's insulated screwdriver – 75mm Opt (cross point) • 1 Electrician's insulated screwdriver – 100mm 1pt (cross point) • 1 Electrician's insulated screwdriver – 150mm 2pt (cross point) • 1 Junior hacksaw • 1 Clasp knife • 1 Spirit Level ((225 or 250mm) • 1 Plumb-bob line (200gms) • 1 Chalk line reel (15m) • 1 Pair foot prints (225m) • 1 Claw hammer (500gms) • 1 Flooring chisel (55mm) • 1 Bradawl (medium) • 1 5m tape measure (19mm wide) <p>All insulated tools to be insulated to the current IEC Standards to at least 1000V.</p>	<ul style="list-style-type: none"> • 1 Cold chisel (300mm x 20mm) • 1 Round file and handle (9mm second cut) • 1 Flat file and handle (15mm second cut) • 1 General purpose wood chisel (6mm) • 1 General purpose wood chisel (20mm) • 1 Bar-type tap wrench (3-12mm) • 1 Bush key spanner (20 and 25mm) • 1 Multi-purpose saw (250 or 300mm) • 1 Pad saw • 1 Mole (curved jaw) grip wrench (250mm) • 1 Centre punch (1.6mm) • 1 Try square (225mm) • 1 Metric rule (300mm) • 1 Pair insulated diagonal cutters (150mm) • 1 Pair insulated long, flat-nosed pliers (150mm) • 1 Pair insulated end wire strippers (150mm) • 1 Set open-ended spanners (6-22mm) • 1 Proprietary test lamp or 2-pole voltage detector, as recommended in HSE Guidance Note GS 38 Electrical Test Equipment for Use By Electricians <p>In addition to the above tool list, all Operatives, Adult Trainees and Apprentices are required to obtain a current edition of the Institution of Engineering and Technology BS 7671 - Requirements for Electrical Installations (IET Wiring Regulations).</p>

