

SECTION **C**

SJIB Codes of Good Practice, Dispensation and
Installation of Cables

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c1. Purpose of the Codes

- C1.1 The purpose of the Codes of Good Practice is to provide employers with guidance as to the recommended processes and procedures.
- C1.2 A failure on the part of the employer to observe any provisions of a Code of Practice shall not itself render the employer liable to any proceedings. However, employers should be aware that in any proceedings before a National Dispute Committee, any such Code of Practice shall be admissible in evidence and can be taken into account when making a decision.

c2. Code of Good Practice for the Direct Recruitment of Operatives

- C2.1 This Code of Good Practice provides a guide which should be applied by employers when considering employing an individual directly.
- C2.2 One of the principal objects of the SJIB is to further the progress of the industry for the mutual advantage of employers and Operatives. 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 Operative workplace relationships are open, honest and transparent.
- C2.3 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.
- C2.4 The SJIB's position on blacklisting is absolutely clear. The SJIB does not condone any form of blacklisting of any Operative employed under the terms and conditions of the SJIB National Working Rules.
- C2.5 Employers may wish to utilise recruitment policies and procedures they already have in place. Those organisations which do not have such policies may wish to use this guidance as a means to comply with good practice and any appropriate legislation.
- C2.6 Employers must consider their legal responsibilities to ensure that no unlawful discrimination occurs during the recruitment process.
- C2.7 Employment is defined in this guidance as direct employment*.

c3. Pre-Recruitment

- C3.1 Before beginning the recruitment process, employers should consider whether there are existing employees who are able and willing to undertake training in order to fill the vacancy.
- C3.2 It is good practice for an employer to develop a Job Specification, Person Specification and Job Description giving a detailed description of the role including all responsibilities, requirements and objectives.
- C3.3 A Job Specification should detail the core terms and conditions of the particular vacancy and should include salary, benefits and holiday entitlement.
- C3.4 A Person Specification is a profile of the ideal new employee, which should indicate the skills, experience, abilities and personal qualities needed to carry out the role.
- C3.5 A Person Specification should include:
- (a) The technical, organisational, creative and any other relevant skills and ability the employer would expect from an ideal candidate;
 - (b) Specific qualifications or training required for the job;
 - (c) Level of experience expected on an ideal candidate.
- C3.6 A Job Description should include:
- (a) The job title and position in the company, including their line manager or staff reporting to them;
 - (b) A summary of the main purpose of the job and any objectives;
 - (c) The main tasks and duties of the job;
 - (d) The scope of the job and how it fits with the wider structure of the employer;
 - (e) The location of the job;
 - (f) If the job is permanent or for a fixed term;
 - (g) Essential skills and qualifications of the job;
 - (h) Information on the employer.

c4. Advertising

- C4.1 Any advertisement for an electrical role should specify the SJIB grade, for example Approved Electrician, which will relate to the particular qualifications, skills and experience required of the successful candidate. The duties of Operatives are set out within Section K of the SJIB Handbook. Detailing this information at the beginning will help to avoid confusion over the roles and responsibilities, and will allow the applicant to know what the applicable terms are such as rates of pay, Mileage Allowance etc. It should also contain information on how to apply, details of whom a candidate can contact to obtain further information from (including name, telephone number and/or email address) and the closing date for completed applications.

c4. Advertising continued

C4.2 Personal qualities and skills required should also be included within any advert, as these can be just as important as technical ability.

c5. Applications

C5.1 To assist collation and comparability, employers may wish to use a standardised application form in addition to or as an alternative to a Curriculum Vitae (CV).

C5.2 If employers choose to utilise an application form it should contain a request for the following information from the candidate:

- (a) Contact details.
- (b) Current employment details.
- (c) Relevant skills and experience.

C5.3 Information which is asked for in relation to equality and diversity monitoring should be included on a separate sheet which can be detached and returned anonymously to the employer. It should be noted in the application that providing such information is voluntary.

C5.4 Employers should be familiar with the requirements of current data protection legislation if applications are to be held in either electronic or hard copies.

c6. Considerations Prior to Interview

C6.1 Candidates should be shortlisted based on the merits of their application set against the Job Specification, Person Specification and Job Description. Shortlisting should be based on the principles of equality. During the sifting process where employers are selecting candidates to invite for interview, where possible, two people should undertake this selection to avoid bias. It would be ideal to involve the Line Manager of the candidate in the selection process.

C6.2 When confirming the interview details by letter or email, an employer should inform the candidate of who will be conducting the interview and what, if any, documentation will be required to be produced, for example, an SJIB Grade (ECS) Card. If the employer wishes to undertake the selection by means of an assessment it must be specified to the candidate.

C6.3 Employers should also ask if there are any special arrangements which require to be made in order to accommodate the applicant at interview where they are considered to have a disability or require workplace adaptations.

c7. Interview

- C7.1 The interview has two main aims, to offer the employer the opportunity to ascertain if the candidate is suitable for the job and, at the same time, provides the candidate with the relevant information to allow him to decide if his own aspirations and career goals align with the requirements and vision of the employer.
- C7.2 Interviews can help to ensure that the candidate is suitable for the position and enables the employer to evaluate the candidate against the competencies required for the role.
- C7.3 Ideally the interviewer should be someone who has received training in how to conduct an interview or is an experienced person who is able to utilise this method to effectively judge the skills and competencies of the candidate. For further information and guidance on conducting interviews please contact the SJIB.
- C7.4 The interview must be conducted in private to best allow the free exchange of information and to ask questions in an unencumbered manner. It should be noted that it is likely that the candidate will be nervous and this should be taken into consideration.
- C7.5 The interview also allows the employer to question the candidate in more depth about their application (for example, to identify and enquire about gaps in employment).
- C7.6 To achieve both of these aims, the interview must be well structured thus encouraging an informed debate that allows the candidate to show his best qualities and the employer to reach an informed view.
- C7.7 The employer should make the applicant aware of the SJIB Welfare Benefits and the levels of cover which are in place (Section E of the SJIB Handbook).
- C7.8 Once the interviews have been conducted all interviewers should score each candidate based on their performance during the interview against the criteria set out in the Person Specification.
- C7.9 Employers should establish scoring criteria in advance. The same criteria should be used for all candidates to ensure consistency.
- C7.10 Scoring methodology should be noted on the interview paperwork in case a candidate requests feedback on their performance.

c7. Interview continued

- C7.11 Once all candidates have been scored, the candidate with the highest score should be offered the position.
- C7.12 All applicants should be informed of the outcome, successful or otherwise, as soon as possible after the interview. Employers should make every effort to provide feedback upon request from the candidate.

c8. Offer and Acceptance

- C8.1 Any offer of employment should be confirmed in writing specifying:
- (a) the job title in relation to the relevant SJIB grade and occupational discipline;
 - (b) the terms of the offer;
 - (c) the start date of employment;
 - (d) clear instructions on the proposed place of work and the daily start and finish time for that job and who to report to;
 - (e) employers' own procedures or rules that the applicant will need to know at this point, which should be attached;
 - (f) where employers employ more than five people, a copy of the written policy statement for health and safety (which the firm is required to have under legislation).
- C8.2 Employers should include details of how the successful candidate should accept the offer of employment (e.g. by email or letter to the appropriate person) and the date by which the acceptance should be received by the employer.
- C8.3 The offer of employment may be conditional and subject to a satisfactory reference being provided and production of a valid SJIB Grade (ECS) Card. There may also be a requirement for employment to be conditional on positive screening through Disclosure Scotland and/or client approval or clearance for site/project access (dependent on client requirements). If this is the case, the employer should make this position clear to the candidate.
- C8.4 Employers should bear in mind that there is no legal requirement placed on a previous employer to provide a reference. A suitable applicant should not be refused employment on the basis of a referee not providing a reference.
- C8.5 Employers are required to ensure that the successful candidate has the right to work in the UK prior to commencing work. Where the successful candidate is not an EU citizen, further checks may be pursued through UK Visas and Immigration.

c9. Written Statement of Employment Particulars

- C9.1 In accordance with current and relevant legislation, not later than eight weeks after the beginning of an Operative's period of employment, the employer shall provide the Operative with a written statement of employment. The necessary information needed to comply with the minimum legal requirements is contained within the SJIB template Statement of Employment Particulars document (available at Appendices C1 and C2).
- C9.2 Please note that these templates only confirm basic information, therefore employers are advised to include details of their own policies and procedures and may add to or vary this document as appropriate. No terms and conditions however, can override those contained within the SJIB National Working Rules.
- C9.3 The parties have further revisited the SJIB Code of Good Practice on Sub-Contracting and the Use of Self-Employed Employees and jointly agree that improved stability in the labour market within the industry can only be achieved by the direct employment of Operatives.

c10. Code of Good Practice for the Temporary Use of Labour-Only Sub-Contractors (Self-Employed Electrical Employees)

- C10.1 This Code of Good Practice provides a guide which should be applied by employers when considering employing a labour-only sub-contractor.
- C10.2 The use of labour-only sub-contractors/self-employed employees by employer participants is permitted in accordance with the following conditions:
- When filling vacancies, no matter how short term, an employer's preferred option will be directly-employed Operatives.
 - Where it is not possible to recruit directly-employed Operatives, labour-only sub-contractors/self-employed employees may be used but must:
 - be in possession of a valid SJIB Grade (ECS) Card in the appropriate electrical discipline; and
 - be covered by Public Liability insurance as required by the SJIB to the value of £1,000,000 or such other amount as laid down by the SJIB from time to time.
- C10.3 No directly-employed Operative may be made redundant whilst any temporary self-employed Operative is used except where acceptable alternative work has been offered to and refused by the directly-employed Operative or where the conditions of skill or the conditions of site employment are essential to the effective conclusion of the work involved.

c11. Code of Good Practice for the Temporary Use of Self-Employed Labour

- C11.1 This Code of Good Practice provides a guide which should be applied by employers when considering self-employed labour.
- C11.2 It is the policy of the SJIB that, where possible, employers choose as a first option to recruit directly employed labour in order to maintain a skilled workforce able to provide the full range of electrical work. The SJIB also encourages, where feasible, the transfer of directly employed Operatives between member companies for short periods.
- C11.3 To protect the public against injury and to ensure that the appropriate safety and competence standards are met, employers are permitted to use self-employed labour-only employees in accordance with the following SJIB Code of Good Practice: Temporary Use of Labour-Only Sub-Contractors (Self-Employed Electrical Employees).

c12. Code of Good Practice for Welfare Facilities

- C12.1 This Code of Good Practice provides a guide which should be applied by employers when providing welfare facilities and describes the minimum welfare facilities which should be provided or made available on fixed construction sites in order to comply with the Construction (Design and Management) Regulations 2015.
- C12.2 Operatives in the Electrical Contracting Industry who work on construction sites need adequate toilet and washing facilities, a place to warm up and eat their food and somewhere to store clothing and valuables.
- C12.3 Good practice and legislation require that employers:
 - (a) Ensure that their Operatives are provided with suitable and sufficient welfare facilities throughout the duration of their presence on a particular site or contract. This should also include consideration of a contingency plan likely to be necessary to ensure the reliable provision of welfare requirements at all times.
 - (b) Ensure that the following minimum requirements are provided in all cases:
 - (i) Readily accessible, well lit, and ventilated washing facilities comprising suitable basins, hot and cold running water, towels and soap or other suitable alternatives;
 - (ii) Adequate numbers of toilets located near to washing facilities;
 - (iii) A supply of drinking water from a readily available and conspicuously marked source;

- (v) Facilities for changing which:
 - (i) Include clean and ventilated clothing storage and, where necessary, separate storage for work and own clothing to prevent potential cross-contamination with hazardous substances;
 - (ii) Provide enclosed, secure shelter from prevailing weather conditions;
 - (iii) Provide facilities, where necessary, for drying clothing;
 - (iv) Are heated during cold weather.
 - (c) Ensure that all of the above are maintained in effective working order and are kept clean and hygienic.
 - (d) Assess the need for additional welfare facilities and, where necessary, provide and maintain them.
 - (e) In the event of welfare facilities becoming unavailable due to unforeseen circumstances i.e. power failure, extreme weather etc then serious consideration should be given as to how long Operatives should remain on site without these facilities. Operatives should be prepared to assist the employers in finding a temporary solution to the lack of facilities. If a decision is taken to suspend work for the day after a reasonable period has elapsed then the Operatives should be paid the basic hours normally worked on that particular day. In such a situation the Union should be informed as soon as is reasonably practical so as to minimise the possibility of any unofficial action being taken by the Operatives.
- C12.4 Good practice and legislation require that Operatives:
- (a) Are required to take reasonable care of the welfare facilities that are provided for their benefit;
 - (b) Must report promptly any defects to their employer;
 - (c) May be liable to disciplinary action should they grossly or willfully abuse the welfare facilities.
- C12.5 In circumstances where adverse weather conditions affect welfare facilities employers and Operatives are expected to adopt a common sense approach and seek to work together to ensure that any disruption to work flow is minimised.

c13. Guidance on Redundancy

- C13.1 A comprehensive guide to Managing Collective Redundancies, where 20 or more employees are to be made redundant at one establishment, is available in Section H of the SJIB Handbook.

c14. SJIB Dispensation

- C14.1 Electrical contracting companies who intend to apply wages and/or conditions on certain engineering construction projects in Scotland, which differ from the SJIB National Working Rules, are required to obtain approval (Dispensation) from the SJIB before commencement of the work.
- C14.2 The different categories of project covered under this Rule are:
- (a) **National Agreement for the Engineering Construction Industry Projects (NAECI) defined as Category 1, 2 or 3**
Where skilled trades are engaged on these categories they shall be paid NAECI rates of pay.
 - (b) **Projects Covered by Client Agreements**
On those projects the electrical contractors will normally be required by the client to adhere to the rates of pay and conditions of employment incorporated in the Client Agreement.
 - (c) **Other Projects**
This heading covers any other major project on which there may be parity problems between the earnings of other trades and those of electrical contractors.
- C14.3 The NJC operates a registration system to approve employers to use the NAECI. All in scope engineering construction activities as defined in NAECI are eligible for registration. Registration applies to current and new Category 1 Major and Basic New Construction Projects, Category 2 Long Term Repair and Maintenance Operations and Category 3 Major Events.
- C14.4 The Registration process formalises and strengthens the use of NAECI thus ensuring its benefits are delivered in full for our Clients as well as for employers and Operatives of signatory employer associations and trade unions.
- C14.5 Members tendering for work in any of the categories mentioned in C14.2, must inform the Secretary of the SJIB and, if appropriate, complete an Application for Dispensation to Tender following discussion of their requirements with the local Union Regional Officer (see Appendix C3). Where there is any doubt in the member's mind, such as in relation to projects in categories C14.2 (b) and (c), he should seek advice from the Secretary of the SJIB. The Secretary of the SJIB, if appropriate, will discuss the matter with other member organisations submitting tenders for the work to agree a common approach and award Dispensation accordingly.
- C14.6 The Secretary, after consultation with the leaders of both parties, may award Dispensation and will advise the SJIB National Board accordingly.

- C14.7 The project must come within one of the following criteria:
- (a) The project must involve major new construction work.
 - (b) Long term maintenance work.
 - (c) Refurbishment to incorporate machinery to manufacture a saleable product.
 - (d) Engineering construction trades must be employed or be due to be employed and be in receipt of payments in excess of the SJIB graded rates of pay during the period when the SJIB members are working on the project.
 - (e) The project has payments in operation in excess of the SJIB graded rates of pay.
 - (f) The project has a defined client agreement.
- C14.8 The following sites are specifically excluded from such second-tier payments:
- (a) General building sites such as office blocks, hospitals, universities, housing complexes, etc.
 - (b) Sites where arrangements to operate an incentive scheme or other payment enhancement to the SJIB National Working Rules have been awarded Dispensation by the SJIB.
 - (c) Ships not moored to the land, offshore rigs and platforms at their final position in the UK, designated areas for the exploration and/or production of oil or gas from the sea bed.

C15. Installation of Cables Fixed to Buildings or Structures including Cables laid within the Perimeter of the Site

- C15.1 Scope of Work - The making up of and installation, fixing of brackets, racks, trays, metal or fibre or other composition ducting used for installation of cables and conductors, and the installation and clipping of cables thereto and therein and earthing runs.
- C15.2 Types of Employee - Skilled Operatives and Labourers.
- C15.3 Class of Work:
- (a) The bending and setting up of trays, metal or any other ducting and fixing in connection therein and the making up or alteration of brackets and racks.
 - (b) The assembly, fitting and erection of supporting structure of whatever material.
 - (c) The laying and installation of all cables to trays or supports using methods or materials appropriate to the industry at the time.
- C15.4 Demarcation - The classes of work set out in C15.3 (a) to (c) shall be regarded as work within the sphere of the Electrical Contracting Industry. Where it is the custom of the firm to fabricate brackets or fixings in a workshop, this may continue to be done in such a manner, but erection shall be carried out as defined in C15.5 (a) and (b) which shall also include rectification where it is possible for this to be done on the site. Where brackets or fixings of whatever composition are of the type normally made up on site, they shall be considered part of the skilled electrical Operatives normal work.

c15. Installation of Cables Fixed to Buildings or Structures including Cables laid within the Perimeter of the Site continued

C15.5 Method of Working:

- (a) All cables – other than those specified in C15.5 (e) – and metal or any other composition trunking, to be erected by skilled Operatives.
- (b) The erection of all tray work and supports etc. connected with tray work for cables to be carried out by skilled Operatives.
- (c) The cutting and capping of all cable to be undertaken only by skilled Operatives.
- (d) Cleating up of cables to be undertaken only by skilled Operatives.
- (e) A cable gang of Labourers may be employed on pulling in heavy cables and auxiliary cables providing there is adequate skilled supervision of not less than the Approved Electrician Grade. If Labourers are not available, skilled Operatives can be used.
- (f) The cable gang referred to in C15.5 (e) may handle all cables on all trunk routes such as cable tunnels, shafts and cable ways for the whole of the routes of cables concerned.
- (g) The installation and running on auxiliary routes of single cables up to and including 20mm diameter will be undertaken only by skilled Operatives.

C15.6 Note

- (a) Nothing in these Rules shall preclude the proper training of Apprentices and Adult Trainees in any of the skills associated with this determination.
- (b) Labourers may be used to execute any unskilled portion of the work defined above but shall not be used to re-introduce pair working.
- (c) Where the volume of work on a site justifies it, and notwithstanding the above, Labourers as provided for in C15.5 (e) under supervision may be used in conjunction with skilled employees to erect tray work and supports etc. connected with tray work for cables, to fix brackets and to clip cables provided that if there is a shortage of work for skilled Operatives on any site such that skilled Operatives have to be made redundant, this work shall revert to being carried out by skilled Operatives only.

Appendix C1

STATEMENT OF EMPLOYMENT PARTICULARS – ELECTRICAL OPERATIVES

To	Employee
From	Employer
This statement gives details of your employment with	Company Name

Continuous Employment

(a) Your continuous employment began on	/ /
(b) Your continuous employment (taking into account any service with this company or with a previous employment which counts) began on	/ /

Temporary Contract (delete as appropriate)

You are entering under a temporary contract of employment which is expected to last	/ /
and will end on the	/ /

Probationary Period (delete as appropriate)

You are subject to a probationary period of , during which time the company will assess your performance, conduct and suitability for continued employment with the company. Prior to the end of your probationary period, your performance will be reviewed and, if found to be satisfactory, your employment will be confirmed. The company has the right to extend the probationary period. At any time during your probationary period either party may terminate your employment by giving one week's notice in writing.

Job Title

Your job title/grade is	Employee
-------------------------	----------

Job Location

You have been:

(a) *Shop recruited in which case you are liable to work on any site where the company has a contract. The location of your shop is	Enter Location
(b) *Travel recruited in which case you are expected to work on any site where the company has a contract.	
(c) *Locally Engaged in accordance with the National Working Rule B34. The site on which you are initially engaged is	Enter Location

*Delete as appropriate

Appendix C1 continued

Pay

Rates of pay are paid in accordance with the SJIB National Working Rules.

a) Shop Rate	£
b) Travel Rate	£
Pay Interval	
Pay-Day	
Method of Payment	
Overtime Payment – Monday to Friday	
Overtime Payment – Weekends	
*Bonus	

*Delete as appropriate

Hours

Full Time	
Part Time	
Normal working hours	
*Normal working days	

*The daily hours shall commence no earlier than 7.00am and shall cease no later than 7.00pm.
Meal breaks, including washing time, shall be unpaid and shall not exceed one hours or less, as deemed appropriate by the company.

Holidays

Holiday entitlement and pay is in accordance with the SJIB National Working Rules.

The holiday year runs from:	/ / to / /
You are entitled to	days holiday per year.

Holiday entitlement will not normally be carried over to the following year.
If, when you leave the company, holidays taken already exceeds entitlement, the company reserves the right to deduct the equivalent sum from any monies owing to you at that time.

Sickness Absence

If you are ill and unable to attend work you should inform	
--	--

no later than	
---------------	--

am/pm

Please refer to the SJIB National Working Rules for information on sick pay entitlement.

For further information on sickness absence please refer to:
--

Reference Document

Pension

The company offers a pension scheme which is:

Contributory			
--------------	--	--	--

			Non-contributory
--	--	--	------------------

For further details on the pension scheme please refer to

Reference Document

Notice

From the Employer

(a) Employed for less than a month	
------------------------------------	--

One Day

(b) Employed for more than a month but less than two years	
--	--

One Week

(c) Employed for more than two years	
--------------------------------------	--

One weeks notice for each year of continuous employment (maximum of 12 weeks)

From the Operative	
--------------------	--

The Employment Rights Act 1996 allows either party to waive his/her right to notice on any occasion or to accept payment in lieu of notice. In either event, the decision should be expressed in writing.

The periods of notice set out above do not affect the company's right of instant dismissal for serious misconduct including misdemeanour or bad workmanship. In these circumstances, the company has the right to treat an Operative's contract of employment as terminable without notice subject always to the Operative's statutory rights in respect of unfair dismissal.

Disciplinary Procedures

For details of the disciplinary rules refer to	
--	--

Reference Document

which is available from	
-------------------------	--

Location

If you are dissatisfied with a disciplinary decision you may appeal in writing to:
--

Enter Name

For further details on the appeals procedure refer to the SJIB National Working Rules.

Appendix C1 continued

Reference Documents

The following documents form part of this statement:

Employee Hand Book	<input type="checkbox"/>	SJIB National Working Rules	<input type="checkbox"/>
Company Rules	<input type="checkbox"/>	Health & Safety Rules	<input type="checkbox"/>
Disciplinary Rules	<input type="checkbox"/>	Notices	<input type="checkbox"/>
Grievance Procedure	<input type="checkbox"/>		

Tick appropriate documents

Your employment is conditioned upon you abiding by the National Working Rules for the Electrical Contracting Industry in Scotland.

I agree to the terms of employment set out in the contract.

Signed:	Date:
Signed on behalf of the company (name):	
Signed:	Date:

Appendix C2

STATEMENT OF EMPLOYMENT PARTICULARS – APPRENTICES AND ADULT TRAINEES

To	Employee
From	Employer
This statement gives details of your employment with	Company Name

Continuous Employment

(c) Your continuous employment began on	/ /
(d) Your continuous employment (taking into account any service with this company or with a previous employment which counts) began on	/ /

Fixed-Term Contract (only applicable to Apprentices)

All Apprentices are employed for a fixed-term contract. Your employment may be terminated on completion of your apprenticeship with appropriate notice and with no entitlement to redundancy pay. Where your employment continues after completion of apprenticeship, the initial date of commencement of employment will be used for calculation of statutory entitlement to redundancy pay and notice of termination of employment.

Probationary Period (delete as appropriate)

Apprentices are subject to a probationary period of , during which time the company will assess your performance, conduct and suitability for continued employment with the company. Prior to the end of your probationary period, your performance will be reviewed and, if found satisfactory your employment will be confirmed. The company has the right to extend the probationary period. At any time during your probationary period either party may terminate your employment by giving one week's notice in writing.

Job Title

Your job title/grade is	Employee
-------------------------	----------

Appendix C2 continued

Job Location

You have been:

(a) *Shop recruited in which case you are liable to work on any site where the company has a contract. The location of your shop is	Enter Location
(b) *Travel recruited in which case you are expected to work on any site where the company has a contract.	
(c) *Locally Engaged in accordance with the National Working Rule B34. The site on which you are initially engaged is	Enter Location

*Delete as appropriate

Pay

Rates of pay are paid in accordance with the SJIB National Working Rules.

a) At Work Rate	£
b) At College Rate	£
Pay Interval	
Pay-Day	
Method of Payment	
Overtime Payment – Monday to Friday	
Overtime Payment – Weekends	
*Bonus	

*Delete as appropriate

Hours

Full Time	
Part Time	
Normal working hours	
*Normal working days	

*The daily hours shall commence no earlier than 7.00am and shall cease no later than 7.00pm.
Meal breaks, including washing time, shall be unpaid and shall not exceed one hours or less, as deemed appropriate by the company.

Holidays

Holiday entitlement and pay is in accordance with the SJIB National Working Rules.

The holiday year runs from:	/ / to / /
You are entitled to	days holiday per year.

Holiday entitlement will not normally be carried over to the following year.

If, when you leave the company, holidays taken already exceeds entitlement, the company reserves the right to deduct the equivalent sum from any monies owing to you at that time.

Sickness Absence

If you are ill and unable to attend work you should inform	
no later than	am/pm

Please refer to the SJIB National Working Rules for information on sick pay entitlement.

For further information on sickness absence please refer to:
Reference Document

Pension

The company offers a pension scheme which is:

Contributory	Non-contributory
For further details on the pension scheme please refer to	
Reference Document	

Notice

From the Employer

(a) Employed for less than a month	One Day
(b) Employed for more than a month but less than two years	One Week
(c) Employed for more than two years	One weeks notice for each year of continuous employment (maximum of 12 weeks)
From the Operative	

The Employment Rights Act 1996 allows either party to waive his/her right to notice on any occasion or to accept payment in lieu of notice. In either event, the decision should be expressed in writing.

The periods of notice set out above do not affect the company's right of instant dismissal for serious misconduct including misdemeanour or bad workmanship. In these circumstances, the company has the right to treat an Operative's contract of employment as terminable without notice subject always to the Operative's statutory rights in respect of unfair dismissal.

Appendix C2 continued

Disciplinary Procedures

For details of the SJIB disciplinary rules refer to	Reference Document
which is available from	Location
If you are dissatisfied with a disciplinary decision you may appeal in writing to:	
Enter Name	

For further details on the appeals procedure refer to the SJIB National Working Rules.

Grievance Procedures

If you have any grievance in relation to your employment apply in writing to		or the purpose of seeking redress.
For further details on the grievance procedures refer to		
Enter Name		

For further details on the appeals procedure refer to the SJIB National Working Rules.

Reference Documents

The following documents form part of this statement:

Employee Hand Book	<input type="checkbox"/>	SJIB National Working Rules	<input type="checkbox"/>
Company Rules	<input type="checkbox"/>	Health & Safety Rules	<input type="checkbox"/>
Disciplinary Rules	<input type="checkbox"/>	Notices	<input type="checkbox"/>
Grievance Procedure	<input type="checkbox"/>		

Tick appropriate documents

Your employment is conditioned upon you abiding by the National Working Rules for the Electrical Contracting Industry in Scotland.

I agree to the terms of employment set out in the contract.

Signed:	Date:
Signed on behalf of the company (name):	
Signed:	Date:

Explanatory Notes – Statement of Employment Particulars

1. This Statement does not constitute a contract and does not require to be signed. It is evidence that an express or implied, oral or written contract exists which includes the terms set out overleaf. This notice shall be given to the Operative not later than eight weeks from his first employment with the employer.

2. Under the Employment Rights Act 1996, the following periods of notice must be given:

Period of Continuous Employment	Employer to Employee	Employee to Employer
Less than one month	One day (As per NWRs)	One day (As per NWRs)
More than one month	One week	One week
2 years and more	One week per year of completed service to maximum of 12 weeks	One week
12 years or more	12 weeks	One week

3. The Employment Rights Act 1996 allows either party to waive his right to notice on any occasion or to accept payment in lieu of notice. In either event, the decision should preferably be expressed in writing.
4. The periods of notice set out above do not affect the employer's right of instant dismissal for serious misconduct including misdemeanour or bad workmanship. In these circumstances, the employer has the right to treat an Operative's contract of employment as terminable without notice subject always to the employee's statutory rights in respect of unfair dismissal.
5. Employment is conditional upon the employee abiding by the National Working Rules for the Electrical Contracting Industry in Scotland and the disputes procedure contained therein. Any employee who takes strike action, whether unofficial or recognised as official by his trade union, without the recognised disputes procedure under the National Working Rules being fully used, will break his contract of employment and, if dismissed by his employer for so doing, has no statutory right to notice or payment during notice. If such an employee is not re-engaged by the same employer until after the next week after dismissal (i.e. a week ending on a Saturday), a further period of one month must be served anew before the employee becomes entitled to any subsequent statutory rights to notice and payments during the notice under the Employment Rights Act 1996 subject always to any statutory rights which he may have regarding unfair dismissals.

Appendix C3

APPLICATION FOR DISPENSATION

Electrical contracting companies who intend to apply wages and/or conditions on certain engineering construction sites in Scotland, which differ from the SJIB National Working Rules, are required to obtain approval (Dispensation) from the SJIB before commencement of the work. This helps to prevent misunderstandings about the conditions after work has commenced.

Section A

Name of Company:	
Address:	

We are tendering for/have been awarded (please delete as appropriate) **a contract for work.**

Name of Client:	
Name & Location of Site:	
Name of Main/Managing Contractor:	

The work will be operated under the terms of the following Agreement:

	YES	NO
NAECI	<input type="checkbox"/>	<input type="checkbox"/>
Site/Local Agreement	<input type="checkbox"/>	<input type="checkbox"/>

Note: A copy of the Site/Local Agreement must be enclosed with the Application for Dispensation unless a copy has already been lodged with the SJIB.

Section B – Applicable to NAECI Contracts only**Please highlight which Category applies to this site:**

Cat 1		Cat 2 R&M	
Cat 3		NAECI Registered	
Scope of Work:			
Expected Start Date:			
Expected End Date:			

SJIB Grades	On Average	At Peak
Number of Technicians/ Approved/Electricians		
Number of Labourers		
Number of Apprentices/Adult Trainees <i>(SJIB Rates apply)</i>		
	YES	NO
Will there be Sub-Contractors on site?	<input type="checkbox"/>	<input type="checkbox"/>
Name(s) of Sub-Contractor(s):		

Section C – Applicable to Site/Local Agreements only

	YES	NO
Are you seeking dispensation from the SJIB to apply the Site/Local Agreement in its entirety?	<input type="checkbox"/>	<input type="checkbox"/>

A copy of the Site/Local Agreement must be enclosed with the Application for Dispensation unless a copy has already been lodged with the SJIB.

Note: SJIB Apprentices and Adult Trainees must be paid the SJIB rates of pay.

Appendix C3 continued

Section D – To be completed by the company seeking dispensation

Contractors are required to agree applications for dispensations with a Unite Regional Officer before submitting the Application for Dispensation to the SJIB.

Name of Unite Regional Officer with whom the application was discussed:		
Name of Company Signatory:		
Position in Company:		
Signature:		Date:

Please return the completed Application for Dispensation to:

The Secretary of the SJIB
The Walled Garden
Bush Estate
EH26 OSB

FOR OFFICE USE ONLY

Approved on behalf of SELECT:

Name	Signature	Date

Approved on behalf of Unite the Union:

Name	Signature	Date