

Scottish Joint Industry Board

# Handbook 2017-2020



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# SECTION **A**

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

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# SECTION A

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

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# Founding Parties

## **SCOTTISH JOINT INDUSTRY BOARD FOR THE ELECTRICAL CONTRACTING INDUSTRY**

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

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

### **Scottish Joint Industry Board for the Electrical Contracting Industry**

The Walled Garden, Bush Estate,  
Midlothian, EH26 0SB

**[www.sjib.org.uk](http://www.sjib.org.uk)**

Telephone: 0131 445 9216

Fax: 0131 445 5548

## SELECT

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

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

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

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

### SELECT

The Walled Garden, Bush Estate,  
Midlothian, EH26 0SB  
[www.select.org.uk](http://www.select.org.uk)  
Telephone: 0131 445 5577  
Email: [admin@select.org.uk](mailto:admin@select.org.uk)

# Founding Parties<sub>continued</sub>

## UNITE THE UNION

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

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

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

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

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

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

### Unite the Union

John Smith House, 145-165 West Regent Street,  
Glasgow, G2 4RZ

[www.unitetheunion.org/how-we-help/listofregions/scotland](http://www.unitetheunion.org/how-we-help/listofregions/scotland)

Telephone: 0141 404 5424

Fax: 0845 384 9396

### Head Office

Unite the Union, 128 Theobalds Road,  
London, WC1X 8TN

[www.unitetheunion.org](http://www.unitetheunion.org)

Telephone: 0207 611 2500

## A1. Name

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

## A2. Definitions

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

## A3. Objects

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

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

## A4. The Office

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

## A5. Membership

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

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

## A6. Rights and Obligations of Members

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

## A6. Rights and Obligations of Members continued

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

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

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

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

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

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

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

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

## A7. Cessation of Membership

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

## A8. Discipline of Participants

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

## A8. Discipline of Participants<sup>continued</sup>

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

## A9. The National Board

A9.1 The National Board shall consist of:

- (a) The Chairman
- (b) Four persons appointed by SELECT in accordance with Rule A2.1 (c).
- (c) Four persons appointed by the Union in accordance with Rule A2.1 (d).

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

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

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

## A10. Powers of the National Board

- A10.1 The supreme executive authority of the Scottish Joint Industry Board shall be the National Board, which shall be responsible for the management of the business of the Scottish Joint Industry Board and the mode of expenditure of the funds of the Scottish Joint Industry Board and which, in addition to exercising the powers, discretions and authorities expressly conferred on the National Board by these Rules, may exercise all such powers, objects and discretions of the Scottish Joint Industry Board, and do all such acts and things as may be exercised and done by or on behalf of the Scottish Joint Industry Board, but subject nevertheless to the provisions of these Rules and of the bye-laws.
- A10.2 Subject to the provisions of Rule A11.4 the members of the National Board may act notwithstanding any vacancy or vacancies for the time being existing on the National Board.

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## A11. Proceedings of the National Board

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

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

## A12. Other Committees of the National Board

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

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

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

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

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

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

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

## A14. The Chairman

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

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

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

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

## A15. The Director and the Secretary

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

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

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## A16. Regional Board

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

## A17. Disputes and Rights of Appeal

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

## A18. The Trustees

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

## A19. Funds and Investments of the Scottish Joint Industry Board

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

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## A20. Accounts and Audit

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

## A21. Inspection

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

## A22. Determination of Wages and Conditions of Employment

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

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

## A23. Amendment, Addition to and Rescission of these Rules

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

## A24. The Bye-Laws

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

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## A24. The Bye-Laws<sup>continued</sup>

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

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

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

## A26. Notices

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

## Names and Descriptions of Original Subscribers

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

# Board and Committee Structure

<b>National Board</b>	Chairman SELECT President 4 SELECT Representatives 1 Alternate Union Scottish Regional Secretary 4 Union Representatives 1 Alternate
<b>Grading Committee</b>	1 SELECT Representative 1 Alternate 1 Union Representative 1 Alternate
<b>Training Committee</b>	2 SELECT Representatives 1 Alternate 2 Union Representatives 1 Alternate
<b>Trustees</b>	1 Representative from each party

# SECTION **B**

National Working Rules – Hours, Wages and Travel

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# 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.

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## 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](http://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](http://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.

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## 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.

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## 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](http://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](http://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](http://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](http://www.sjib.org.uk). The Operative shall provide proof of payment to the employer's satisfaction.

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## 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.
- 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.
  - 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.
  - 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.
  - 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.

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## 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.

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



# SECTION **C**

SJIB Codes of Good Practice, Dispensation and  
Installation of Cables

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# 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.

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## 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.

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## 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.

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## 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 [REDACTED], 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 TO SJIB FOR DISPENSATION TO TENDER ON OR TO APPLY SITE RATES &/OR CONDITIONS OTHER THAN THOSE CONTAINED IN THE SJIB NATIONAL WORKING RULES

Electrical contracting companies who intend to apply wages or conditions in Scotland which differ from the SJIB National Working Rules are required to obtain approval from the SJIB before commencement of work on site. This helps to prevent misunderstandings about the conditions to apply after work has commenced.

Name of company:	
Address:	

### We are tendering for/have been awarded (please delete as appropriate) a contract for work on the following site.

Name of Client:	
Name & Location of Site:	
Name of Main/Managing Contractor	
Title of Site/Local Agreement	

(please enclose a copy of the Site/Local Agreement unless a copy has already been lodged with the SJIB.)

	YES	NO
*Is this a NAECI Cat 2 R&M Site?	<input type="checkbox"/>	<input type="checkbox"/>
*If YES, do you wish to update this Dispensation annually?	<input type="checkbox"/>	<input type="checkbox"/>

\*Delete as appropriate

Scope of work?	
Expected start date:	
Expected end date:	

	On Average	At Peak
No. of Technicians/Approved Electricians/Electricians		
No. of Labourers		
No of Apprentices/Adult Trainees		
	YES	NO
Will there be sub-contractors on site?	<input type="checkbox"/>	<input type="checkbox"/>

If YES,

Name(s) of sub-contractor(s)		
What is their workscope?		
	On Average	At Peak
No. of Technicians/Approved Electricians/Electricians		
No. of Labourers		
No of Apprentices/Adult Trainees		

#### Details of the UNITE Regional Officer with whom the application was discussed:

(Contractors are required by the SJIB to discuss applications for dispensation with a UNITE Regional Officer before submitting the application to the SJIB.)

Name:	
Office:	

**Note:** It is SJIB Policy that SJIB Holiday/Welfare Credits should continue to be purchased for all operatives on all sites. This ensures that, when operatives transfer to other sites, they continue to be credited with their service for purposes of cover under the SJIB Holiday & Welfare Scheme.

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

\*Delete as appropriate

**If YES please sign on next page.**

**If NO please complete the Payment and Conditions sections below.**

#### Payment and Conditions

What basic hourly rates of pay will apply to:

Technician	£	Adult Trainee Stage 1	£	Apprentice Stage 1	£
Approved Electrician	£	Adult Trainee Stage 2	£	Apprentice Stage 2	£
Electrician	£	Adult Trainee Stage 3	£	Apprentice Stage 3	£
Labourer	£				

## Appendix C3 continued

Any payments in addition to the basic rates of pay in the Site/Local Agreement which differ from the SJIB National Working Rules? If so, please specify in respect of following:

### Payments

Site Allowances	
Conditions Payments	
Project Allowances	
2 <sup>nd</sup> Tier Payment	
Overtime Payments/Premiums	
Shift Premiums	
Others (Specify)	

### Conditions

Holidays (including leave cycles)	
Holiday Pay	
Travelling Allowances	
Accommodation Allowances	
Sick Pay	
Accident/Life Insurance	
Tools or Clothing Allowances	
Other Benefits	

Signed:	Date:
Position in Company	

Please return the completed form to the Secretary of the SJIB, The Walled Garden, Midlothian, EH26 0SB

### FOR OFFICE USE ONLY

	Name	Signature	Date
Approved on behalf of SELECT			
Approved on behalf of UNITE			

Revised October 2016

# SECTION **D**

Holidays and Holiday Pay

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# SECTION D

Holidays and Holiday Pay

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## D1. Information for Operatives

D1.1 Details of holidays, holiday pay entitlement and the position on the termination of employment must be given to the Operative no later than eight weeks after the start of employment, and should be set out in the Written Statement of Employment Particulars given to the Operative by his employer.

## D2. The Recognised Holiday Year

D2.1 The holiday year shall commence on the first working Monday in January and conclude on the Sunday preceding the first working Monday in January of the succeeding year.

## D3. Entitlement to Annual Holidays

D3.1 An Operative with one full year of service shall be entitled to six weeks holiday per annum, comprising 22 days' annual holiday and eight days' Public Holiday.

**Note:** One extra day's holiday will be introduced in both 2019 and 2020. This will increase the holiday entitlement as follows:

- 23 days with effect from Monday, 7 January 2019. This will increase the total holidays to 31 days per annum.
- 24 days with effect from Monday, 6 January 2020. This will increase the total holidays to 32 days per annum.

D3.2 Six weeks represents:

- (a) 30 days where an Operative's normal working week consists of five working days;
- (b) 24 days where an Operative's normal working week consists of four working days etc.

D3.3 An Operative who commences employment part way through the holiday year shall receive pro rata annual leave for each full month worked.

D3.4 All holiday entitlement is to be taken during the Holiday Year (see Rule D2) in which it arises.

## D4. Arrangements for Taking Annual Holidays

D4.1 Annual holiday dates should be agreed, in advance, between the employer and the Operative.

D4.2 In the circumstances of a continuous shutdown, annual holiday may be attached, on days of the employer's choice, to existing Public Holidays. Such arrangements should be communicated to Operatives as far in advance as possible.

## D5. Annual Holiday Pay Calculation

D5.1 Payment for any period of annual or Public Holiday is calculated by reference to an Operative's normal week's pay as defined in Sections 221 to 224 of the Employment Rights Act 1996. When calculating holiday pay entitlement certain additional elements, as appropriate, should be included within the calculation. These may include some or all of the payments set out below:

- (a) Normal earnings shall include, where appropriate:
  - Basic rate of pay (37.5 hours) or whatever is stated in the Operative's Written Statement of Employment Particulars
  - Responsibility money
  - Regular bonus payments
  - Shift Premium
  - Contractual guaranteed overtime
  - Non-guaranteed overtime when worked regularly and consistently
  - Commission
  - London Weighting
- (b) Currently, normal earnings do not include:
  - Voluntary overtime
  - Ad hoc bonus payments
  - Lodging allowance
- (c) All Operatives entitled to holiday pay shall receive a minimum of normal earnings. The payment is calculated on the normal working hours at the average hourly rate over the preceding 12 weeks.

D5.2 The amount of holiday pay per week is calculated as follows:

$$\text{Average weekly earnings} = \frac{\text{Normal earnings over the last 12 weeks worked} \times 37.5^*}{\text{Number of hours worked in the last 12 week period}}$$

## D6. Payment for Working on Annual Holiday

D6.1 Where an Operative is required to work during a period of agreed annual holiday, that Operative shall be entitled to premium payments as follows:

- (a) First Friday and Monday of the holiday – double time.
- (b) All other days – time plus one half.

\* If an Operative is contracted to work more than 37.5 hours, the multiplier should be replaced by the contractual hours.

---

## D7. Operative Unable to Take Agreed Annual Holiday

- D7.1 An Operative will continue to accrue annual leave if absent because of ill health. The Operative will be entitled to carry over a maximum of 20 days to the next holiday year to be taken at a time when convenient to both the Operative and the employer.
- D7.2 Alternatively, during a specified period of sickness absence, an Operative may request to be paid at the appropriate rate. Any requests for payment must be made in writing by the Operative.

## D8. Identification and Payment of Public Holidays

- D8.1 Normal pay at the appropriate SJIB Rate shall be paid for a maximum of eight Public Holidays per annum. These are:
- New Year's Day
  - Good Friday or Easter Monday
  - Spring Bank Holiday
  - May Day
  - Summer Bank Holiday
  - Autumn Bank Holiday
  - Christmas Day
  - Boxing Day
- D8.2 Whilst it is desirable that these holidays should generally conform to local custom, other mutually acceptable arrangements shall not be precluded.

## D9. Special Arrangements for Public Holidays

- D9.1 When Christmas Day or New Year's Day falls on a Saturday or Sunday, the Monday following shall be treated as a Public Holiday.
- D9.2 When Boxing Day falls on a Saturday or Sunday, the Tuesday following shall be treated as a Public Holiday.
- D9.3 Operatives who are required to work over the Christmas and New Year period shall take, as holiday, the days worked at a later date agreed with the employer.

## D10. Payment for Working Public Holidays

- D10.1 Payment for working on any Public Holiday, excluding Christmas and New Year, is time plus one half and a day off in lieu.
- D10.2 Operatives required to work on any one of the three designated Public Holidays over Christmas and New Year shall be paid as follows:
- (a) Christmas Day – Double Time plus a day off in lieu to be mutually agreed.
  - (b) Boxing Day – Time plus one half of the appropriate hourly rate plus a day off in lieu to be mutually agreed.
  - (c) New Year's Day – Time plus one half of the appropriate hourly rate plus a day off in lieu to be mutually agreed.

## D11. Qualifying for Payment

- D11.1 In order to qualify for payment on any one of the eight Public Holidays, an Operative must work a full normal day on the working days preceding and following the holiday.
- D11.2 An Operative shall receive payment if, on one or both of the qualifying days, the Operative:
- (a) Was absent through certified sickness (Self Certification or Statement of Fitness for Work).
  - (b) Was on a rest period for the day following continuous working all the previous night.
  - (c) Was absent with the employer's permission.

## D12. Periodic Return Fares

- D12.1 Travelling fares only shall be paid to Operatives working away from home and returning home at the recognised holiday periods except in the case of Christmas Day and Boxing Day, which for the purpose of this Rule shall be regarded along with New Year's Day as one holiday.

## D13. Operatives Leaving Employment

- D13.1 Operatives will receive payment for any outstanding holidays on termination of employment.
- D13.2 Where the proportion of holidays taken by an Operative exceeds his accrued holiday entitlement, the Operative, on termination of employment, will be required to reimburse his employer for the balance by means of a deduction from final earnings. In these circumstances, the employer will inform the Operative in writing of the amounts to be recovered.

## D14. SJIB Holiday Pay Schemes

- D14.1 The SJIB offers two methods by which employers may save for holiday pay. The object of these schemes is to assist employers in ensuring their Operatives receive appropriate periods of rest with pay. They are not a means by which Operatives can achieve extra pay if they do not take the prescribed holidays. The two methods are:
- The SJIB Holiday/Welfare Credit Scheme; or
  - The SJIB Holiday with Pay Scheme.
- D14.2 These schemes shall apply to all Technicians, Approved Electricians, Electricians, Labourers, Apprentices and Adult Trainees whose wages and working conditions are determined by the SJIB.
- D14.3 Participation in these schemes is compulsory for all employers registered as members of the SJIB who operate within the Electrical Contracting Industry in Scotland.

## D15. SJIB Holiday/Welfare Credit Scheme

- D15.1 Under the provisions of this scheme the SJIB issues Holiday/Welfare Credits weekly in respect of each Operative covering:
- (a) 22 days of Annual Holiday.
  - (b) 5 days of Recognised Holiday (Christmas Day, Boxing Day, New Year's Day, 2nd January and Easter Monday).
  - (c) Sickness, Accident and Group Life Insurance Benefits.
  - (d) Private Health Insurance.
- (Please also refer to Section E – SJIB Welfare Benefit Scheme)
- Note:** Rule D3.1 of the SJIB National Working Rules stipulates that Operatives are entitled to 30 days holiday (increasing to 31 days in 2019 and 32 days in 2020). For the remaining days of holiday not covered by the Holiday Credit Scheme, employers are obliged to pay the normal hours that would have been worked on these days including any applicable top-up payments, provided that the Operative was at work or available for work the day before and the day after the holiday (see Rules D11.1 and D11.2).
- D15.2 Holiday Credits are not the property of the Operative. They are a means for the employer to accrue holiday pay for Operatives.
- D15.3 Holiday pay is dependent on an Operative's individual holiday entitlement which takes into account length of service, for example an Operative who commences employment part way through the holiday year shall receive pro rata holiday pay for each full month worked.

- D15.4 The employer will complete a New Starts Report on behalf of each new Operative and is responsible for the purchase of and the value of Holiday Credits on behalf of each Operative.
- D15.5 The full value of the Holiday Credits purchased (less an administration charge) shall be paid to the employer by the SJIB in March, June and December irrespective of whether the Operative takes his holiday in consecutive weeks or in separate weeks.

## D16. SJIB Holiday with Pay Scheme

- D16.1 Under the provisions of this scheme the SJIB holds money deposited by employers covering the value of 30 days holiday (22 days annual holiday and 8 days Public Holiday).
- D16.2 Employers who participate in the SJIB Holiday with Pay Scheme are required to purchase Welfare Credits for all their Operatives.
- D16.3 Reimbursement of holiday pay (less an administration charge) from the Holiday with Pay Scheme will be made by the SJIB following verification by the employer. Payment will be made via the employer's bank account approximately one week prior to the holiday period.

## D17. Employers' Weekly Contributions

- D17.1 The SJIB shall determine the value of the weekly holiday credits/deposits. These shall be paid wholly by the employer in respect of each Operative covered by the Scheme.
- D17.2 Employers must continue to purchase holiday credits/deposit holiday pay in respect of any whole calendar week during which an Operative is absent from work due to certified illness.

## D18. Payment of Holiday Pay to Operatives

- D18.1 The sum to be paid to the Operative shall be the equivalent of the total number of holidays as shown on the Operative's SJIB Holiday/Welfare Credits Scheme or the SJIB Holiday with Pay Scheme less the appropriate administrative charge. The payment shall be made by the employer in whose employment the Operative is in at the dates of the holiday. Payment shall be made on the last customary payday prior to the commencement of the holiday. If the annual holiday is taken in separate weeks, the amount available shall be apportioned equally.
- D18.2 In the event of the employer failing to fulfil this obligation it shall be open to the Operative to report the matter to the SJIB.

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## D19. Payment of Holiday Credits of a Deceased Operative

D19.1 Any outstanding Holiday Credits will be paid to the employer. The employer shall be responsible for making any payments due to the beneficiary or beneficiaries of the deceased Operative.

## D20. Administration of Schemes

D20.1 Responsibility for interpretation and administration of the Schemes and for settlement of all questions arising out of the Schemes shall be vested in the SJIB.

D20.2 All disputes arising out of this agreement shall be dealt with in accordance with the procedures laid down in the National Working Rules of the SJIB.

D20.3 The Schemes may be varied or amended at any time by the SJIB.

# SECTION **E**

SJIB Welfare Benefits

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# SECTION E

SJIB Welfare Benefits

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## E1. Operatives Covered by SJIB Welfare Benefits

- E1.1 These benefits shall apply to all Technicians, Approved Electricians, Electricians, Labourers, Adult Trainees and Apprentices whose wages and working conditions are determined by the SJIB.
- E1.2 They also apply to newly graded Electricians who complete their apprenticeship during the Contribution Year and who have been in continuous employment with a Member for not less than eight weeks prior to the sickness or accident in respect of which a claim is made.

## E2. SJIB Employer Participants

- E2.1 Participation is compulsory for all employers registered as members of the SJIB who operate within the Electrical Contracting Industry in Scotland.

## E3. Obligation to Purchase Welfare Credits

- E3.1 The employer is required to purchase the appropriate weekly credits from the SJIB on behalf of each Operative.
- E3.2 Each week extends from Sunday midnight to Sunday midnight or part of a week during which the Operative is employed (minimum of four full working days. Days of public holiday count as days worked and authorised leave also counts).
- E3.3 The 12-month period during which the employer is purchasing credits will be known as the Contribution Year. Benefit shall be paid provided the Operative has not less than eight consecutive Welfare Credits immediately prior to the date of incapacity.

## E4. Welfare Benefit Schemes

- E4.1 **SJIB Welfare Only Credits**
- (a) Employers can purchase Welfare Only Credits for their Operatives and make alternative arrangements for holiday pay.
  - (b) The Welfare Only Credits cover:
    - (i) Sickness, Accident and Group Life Insurance Benefits.
    - (ii) Private Health Insurance (see Section F for details)

E4.2 **Protection for You**

- (a) Employers may wish to provide Operatives with a more bespoke level of cover and therefore may choose to participate in the Protection for You Scheme. This Scheme allows employer to pick and choose the cover they require.
- (b) Protection for You covers some, or all, of the following:
  - (i) Core Cover, which includes Sickness, Accident and Group Life Insurance Benefits.
  - (ii) Combined Cover which covers all elements listed in (i) above and Private Health Insurance.
  - (iii) Private Medical Insurance (see Section F for details).
  - (iv) Dental Cover.
- (c) Employers will be required to make alternative arrangements for holiday pay.

## E5. Benefits

E5.1 **Sickness Benefit**

- (a) The Sick Pay Scheme provides a top-up payment to Statutory Sick Pay after the first two weeks of absence due to sickness or injury.
- (b) The value of this payment is listed in Appendix B1.
- (c) Payment commences on the 11th normal working day of absence following 10 continuous full normal working days of absence due to sickness or injury. Intervening days of paid holiday will not count as qualifying days and will be disregarded when calculating an Operative's entitlement to payment. Payment of sickness benefit will cease after 52 weeks of incapacity and cannot be claimed again until the Operative has been back at work for at least 52 weeks.

E5.2 **Death Benefit**

- (a) Subject to the minimum requisite Welfare Credits having been accrued immediately prior to the death of an Operative, Death Benefit For Any Cause as shown in Appendix B1 shall, at the sole discretion of the Trustees, be paid upon proof of death to the Beneficiary or Beneficiaries of a deceased Operative or, in appropriate cases, to his personal representative(s) by the SJIB. Beneficiaries of the deceased shall include any of the following - spouse, partner, children, parents, brother, sister or any other nominated beneficiary.

E5.3 **Accidental Death on Site Benefit**

- (a) Subject to the minimum Welfare Credits having been accrued and in the event of death occurring as the result of an accident at work, Accidental Death Benefit (On-Site), as shown in Appendix B1, shall be payable to the dependant(s), in addition to the Death Benefit For Any Cause (see Section E5.2 above).

E5.4 **Accidental Dismemberment Benefit**

- (a) Should an Operative sustain an accidental bodily injury which, independent of all other causes, is the direct cause of the loss of one or both hands, the loss of one or both feet or the loss of sight of one or both eyes, and if such loss occurs within 180 days after the date of sustaining the injury, the maximum amount payable for such injury is shown in Appendix B1.

## E5. Benefits<sup>continued</sup>

### E5.5 **Permanent & Total Disability Benefit**

- (a) In the event of an Operative becoming Permanently & Totally Disabled through an accident, other than any loss of hands, feet or sight, such that the Operative is unable to engage in any gainful occupation and that such disability has continued for a period of not less than 52 weeks and that the disability is certified by a Doctor, there will be payable the full sum shown in Appendix B1.
- (b) Where an Operative suffers some other serious illness or injury other than that specified above and if, as a result of such illness or injury, the Operative is unable to ever work in the future in his SJIB Grade, the Operative is recommended to contact the Electrical Industries Charity at [www.electricalcharity.org](http://www.electricalcharity.org). Union members may also contact Unite the Union Benevolent Fund at <https://www.unitetheunion.org/why-join/member-offers-and-benefits/member-offers/benevolent-fund/>
- (c) Payment of a Permanent & Total Disability Benefit will be in lieu of any other benefit whether it is the Disability Waiver Benefit or Death Benefit.

## E6. Total Disability Waiver

- E6.1 Operatives will be eligible, without extra premium, for Death Benefit and Permanent & Total Disability Benefit after 52 weeks of Sick Pay Benefit has been claimed. Operatives will be required to provide proof of total disability once a year thereafter as required. Subject to the provisions of the Death and Permanent & Total Disability Benefits, eligibility terminates at normal retirement age.
- E6.2 Operatives who wish to implement the Total Disability Waiver should make an application in writing to the SJIB.

## E7. Exclusions from Benefits

- E7.1 No Welfare Benefits will be payable in the event of any one or more of the following circumstances: -
  - (a) If the claimant was employed by a company not in membership of the SJIB at the date of the event giving rise to the claim.
  - (b) If the claimant would not have qualified under the rules applicable to payment of Sickness or Accident benefit.
  - (c) If the company was in breach of its obligations to purchase Welfare Credits.
  - (d) If an Apprentice or Adult Trainee was not registered with the SJIB.
  - (e) During any period of paid benefit.
  - (f) If the claimant has a chronic illness from which excessive and regular claims to benefit have arisen.
  - (g) Contravention of the current SJIB National Working Rules.

- E7.2 In addition, no benefit will be payable in respect of Accidental Dismemberment and Permanent & Total Disability where the bodily injury or disablement which results from or is caused, directly or indirectly, by any of the following causes:
- (a) Suicide or self-inflicted injury, while sane or insane.
  - (b) Injury incurred to which a contributing cause is the insured person's commission of, or attempt to commit an assault or criminal offence.
  - (c) Insurrection or war, whether war be declared or not, or any act incidental thereto, or participation in any riot.
  - (d) Travel or flight in any aircraft if the insured person is a pilot, officer, or other member of the crew of the aircraft, or if such flight is made for instructional, testing or training purposes.
  - (e) Bodily or mental infirmity, or medical or surgical treatment thereof.
  - (f) Accident, injury or other loss caused wholly or partly by disease, by medical or surgical treatment thereof, or by hernia or infection other than septic infection caused through a visible wound accidentally sustained.

## E8. Definitions

- E8.1 The under mentioned expressions wherever used are respectively limited in meaning to the following (that is to say):
- (a) ACCIDENT – a sudden, violent, external, unforeseen and identifiable event and the word accidental shall be construed accordingly.
  - (b) LOSS OF HAND OR FOOT – severance at or above the wrist or ankle joint.
  - (c) LOSS OF SIGHT – the total and irrecoverable loss of sight of an eye by accident.

## E9. Notification of a Sickness Benefit Claim

- E9.1 At the start of his incapacity, which is expected to last for more than seven calendar days, the Operative should request from his doctor a Statement of Fitness for Work. This should be forwarded, within one month, to his employer.
- E9.2 The employer should complete an SJIB Claim Form and send it to the SJIB together with a copy of the Statement of Fitness for Work.
- E9.3 If the first Statement of Fitness for Work does not state the date on which the Operative is expected to be fit to resume work, further statements must be obtained and submitted.

## E10. Notification of Other Benefit Claim

- E10.1 If an Operative dies or suffers dismemberment whilst insured under the appropriate schemes, the employer shall immediately notify the SJIB where guidance in respect of the claim will be given.
- Note:** Any person who knowingly makes any false statement or representation for the purpose of obtaining benefit renders himself liable to prosecution.

## E11. Payment

- E11.1 When the claim for sickness benefit and the Statement of Fitness for Work have been received, the SJIB will assess the claimant's entitlement to benefit.
- E11.2 A remittance will be passed to his employer who will make the necessary payment to the Operative.
- E11.3 If the incapacity continues for an unusually long period, or if the SJIB is not satisfied with the circumstances surrounding any claim, the claimant may be asked to present himself for examination by a medical professional to determine his entitlement to benefit.
- E11.4 If an Operative should sustain an accidental bodily injury which results in more than one loss (see E8.1), payment shall be made only for one loss.

## E12. Relaxation of Rules Governing Entitlement to Welfare Benefits

- E12.1 **Operatives currently employed following a period of unemployment**
- (a) \*In relation to sickness benefit, when an Operative who is currently employed has a gap of up to four weeks on his welfare credits due to unemployment, the gap (up to a maximum of four weeks) will be ignored for the purpose of assessing entitlement to sickness benefit under the eight weeks rule.
- (b) \*The arrangement at (a) above shall also apply in relation to Death and Accidental Dismemberment Benefits.
- E12.2 **Operatives who die or suffer dismemberment during a period of sickness**
- (a) Where an Operative falls sick and is entitled, under the present rules, to sickness benefit, this may continue for up to 52 weeks. The rule in relation to Death Benefit states that, at the time of death, the Operative must have eight consecutive credits immediately prior to the event, which is not possible if he had been ill for an extended period. The rules shall allow that the Operative remains covered for Death Benefit during the period of sickness and that the cover would extend to a maximum of 52 weeks from the onset of the sickness benefit as long as he is employed.

E12.3 **Operatives who die or suffer dismemberment**

- (a) \*Where an Operative dies or suffers dismemberment within four weeks of being dismissed, a claim for Death or Accidental Dismemberment Benefits should be allowed. Providing the Operative would have been entitled to the benefit at the date when his employment with his last firm was terminated then it would be reasonable to honour the claim. Death Benefit will only be provided if death occurs within four weeks of the termination of his last employment with a member of the SJIB.

E12.4 The above relaxations of the rules governing entitlement to Welfare Benefits are subject to review by the SJIB.

**Note:**\*Cover under Items E12.1(a), E12.1(b) and E12.3 shall only apply when the employer (for whatever reason) terminates the Operative's employment. Cover will not be provided if the Operative left his previous employment of his own accord.

## E13. Administration of Schemes

E13.1 Responsibility for interpretation and administration of the Schemes and for settlement of all questions arising out of the Schemes shall be vested in the SJIB.

E13.2 All disputes arising out of this agreement shall be dealt with in accordance with the procedures laid down in the National Working Rules of the SJIB.

E13.3 The Schemes may be varied or amended at any time by the SJIB.

## E14. SJIB Contact Details

E14.1 Details of the operation of these Schemes may be obtained on request from the SJIB.

**The Benefits Adviser**

SJIB  
The Walled Garden  
Bush Estate  
Midlothian, EH26 0SB

Tel: 0131 445 9213  
Fax: 0131 445 5548  
Email: [benefits@sjib.org.uk](mailto:benefits@sjib.org.uk)  
[www.sjib.org.uk](http://www.sjib.org.uk)



# SECTION **F**

Private Medical Insurance

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# SECTION F

Private Medical Insurance

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**APPENDIX F1**

	SJIB Private Health Insurance Administered By BUPA Premier Network Scheme Summary of Benefits -----	<b>112</b>
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## F1. Introduction

- F1.1 The SJIB offers insurance cover for Operatives against the cost of private medical treatment through its Welfare Credit Scheme.
- F1.2 The SJIB firmly believes in supporting a viable, thriving National Health Service. The SJIB does not regard this Scheme as an alternative to treatment provided by the NHS but sees it as complementary to and supplementing NHS treatment. Membership of this Scheme will not affect an individual's right to NHS treatment and it is intended that Operatives will be reassured by its provision and benefits.

## F2. BUPA Premier Network Scheme

- F2.1 The SJIB Private Health Insurance is administered by BUPA under its Premier Network Scheme.
- F2.2 BUPA has established the BUPA Consultant Partnership. These are consultants who have agreed to work within certain quality and service standards and have committed to charging within BUPA benefit limits.
- F2.3 BUPA has also formed agreements with a network of carefully selected hospitals. The BUPA Partnership Network Hospitals offer excellent standards of clinical care and patient service.
- F2.4 Outpatient surgical operations, day-case or in-patient treatment provided by a BUPA Partnership Consultant carried out in a BUPA Partnership Network Hospital are covered in full.

## F3. Scheme Membership

- F3.1 Eligibility for membership of the Scheme is conditional upon the employer purchasing a minimum of eight consecutive SJIB Welfare Credits on behalf of an Operative.
- F3.2 Operatives eligible to join this scheme shall include all Technicians, Approved Electricians, Electricians, Labourers and Adult Trainees whose rates of wages and working conditions are determined by the SJIB.
- F3.3 No medical history is required. Individuals are therefore covered regardless of their current state of health.
- F3.4 Application forms for Membership of the Scheme are available from the SJIB.

## F4. Scheme Benefits

- F4.1 This Scheme is designed to cover Operatives for the costs of medically necessary specialist treatment for acute illness or injury. It does not cover chronic conditions, pregnancy & childbirth, cosmetic surgery, seeing a GP privately or outpatient drugs or dressings.
- F4.2 A Summary of the Scheme Benefits is shown in Appendix F1.

## F5. Costs to Operatives

- F5.1 Operatives are responsible for an excess payment, currently £150 for the first claim in any claim year (1st September to 31st August).
- F5.2 Provision of Private Health Insurance is a taxable benefit and will be reflected in the Operative's tax coding.

## F6. What To Do When Treatment Is Needed

- F6.1 Where an Operative covered under the scheme is referred by his GP to a Consultant or Healthcare Professional, the Operative should explain he is covered by BUPA. The Operative should ask the GP for an Open Referral letter. This letter will not be addressed to a specific consultant.
- F6.2 Operatives should call the BUPA helpline before arranging a consultation or receiving treatment. BUPA will provide the Operative with names of consultants who are registered with BUPA and provide an Authorisation Number.
- F6.3 Operatives should take the Authorisation Number to the first appointment with the Consultant.

## F7. Treatment

- F7.1 If the Consultant recommends outpatient tests or treatments, the Operative should call the BUPA Helpline in order to confirm whether the tests or treatment are covered.
- F7.2 If the Consultant recommends day-case or in-patient treatment, Operatives should call the BUPA helpline to confirm if the required treatment will be covered and to choose an appropriate BUPA Partnership Network Hospital.

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## F8. Going into Hospital

F8.1 Operatives should take the appropriate Authorisation Number when attending hospital.

## F9. Leaving Hospital

F9.1 Operatives are responsible for any personal expenses (e.g. newspapers, phone calls, guest meals etc.) and these should be settled when leaving hospital.

F9.2 Any medical and hospital bills covered under membership will be sent direct to BUPA for payment excluding the excess charge, which will be sent direct to the Operative for payment.

## F10. Home Nursing or Outpatient Treatment

F10.1 If a Consultant recommends home nursing or outpatient treatment, the Operative should call the BUPA Helpline to confirm whether the cover is available.

## F11. Legal Agreement and Complaints Resolution Process

F11.1 This insurance cover is provided under an agreement between SELECT and BUPA. It is subject to the terms and conditions of that agreement and the rules and benefits of the Scheme. It is subject to change and cover may be altered by change under the agreement.

F11.2 There is no contractual agreement between the Operative and BUPA covering membership. Only SELECT and BUPA have legal rights under this agreement. BUPA will, nevertheless, allow members' access to the Complaints Resolution Process.

## F12. BUPA Helpline

F12.1 Operatives can contact BUPA by calling 0345 6090444 and quoting their unique Scheme Membership Number.

## F13. SJIB Helpline

F13.1 Full details on the benefits of membership of this Scheme including general terms and conditions, exclusions and benefit limits are available on request from:

**The Benefits Adviser**

SJIB

The Walled Garden, Bush Estate  
Midlothian, EH26 0SB

Tel: 0131 445 9213

Fax: 0131 445 5548

Email: [benefits@sjib.org.uk](mailto:benefits@sjib.org.uk)

# Appendix F1

## **SJIB PRIVATE HEALTH INSURANCE ADMINISTERED BY BUPA PREMIER NETWORK SCHEME SUMMARY OF BENEFITS**

Outpatient Treatment	Maximum Benefit paid by BUPA for each Member**
Consultants' fees for consultations, psychiatric treatment, pathology, radiology, diagnostic tests and therapists	Up to £1,250 each membership year
Outpatient surgical operations (in a Partnership Network Hospital)	Paid in full
MRI, CT and PET scans (in a BUPA recognised outpatient diagnostic imaging centre)	Paid in full
Cancer treatment	Paid in full

Day-Case & In-Patient Treatment	Maximum Benefit paid by BUPA for each Member**
Consultants' fees	Paid in full
Accommodation	Paid in full
Parent accommodation (staying with a child under 12)	Paid in full
Theatre charges and intensive care	Paid in full
Pathology, radiology, diagnostic tests and physiotherapy	Paid in full
MRI, CT and PET scans	Paid in full
Prostheses and appliances	Paid in full
Cancer treatment	Paid in full
Mental Health Treatment	Up to a maximum of 45 days each year

Other Benefits	Maximum Benefit paid by BUPA for each Member**
Private ambulance	Up to £80 each single trip
Home nursing following private in-patient treatment	Up to £2,000 each membership year
NHS cash benefit	£100 per night (payable for up to 100 nights each membership year)
Family Cash Benefit	£150 paid to the main member only who has been in continuous membership of the scheme for at least 10 months before the date of their child's birth or adoption

**Notes:** \*\* For Full Cover:

1. Treatment must be on the initial recommendation of a GP.
2. Outpatient surgical operations, day-case and in-patient treatment must be provided by a BUPA Partnership Consultant and carried out in a BUPA Partnership Network Hospital.
3. Stem cell and bone marrow transplants must be carried out in a Specialist Treatment Centre.



# SECTION **G**

Resolving Issues at Work  
Guidance in the use of Procedures

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# SECTION G

Resolving Issues at Work  
Guidance in the use of Procedures

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## G1. Introduction

G1.1 This Section provides guidance on the grievance and disciplinary procedures, resolving grievances and managing appeals from disciplinary or redundancy dismissals.

## G2. Reasons for this Guidance

G2.1 This Guidance meets the requirements of the Employment Rights Act 1996, other relevant legislation and of associated Codes of Practice and Guidance, as published by ACAS. All employers shall ensure that a copy of this Guidance is accessible to their Operatives.

G2.2 The aim of the Guidance is to promote fairness in the treatment of Operatives and to indicate expected levels of performance and conduct.

G2.3 The Guidance also provides a comprehensive industry disputes procedure which can be invoked to resolve grievances and any appeals against disciplinary or redundancy dismissals, when matters have not been resolved through a company's domestic procedures.

G2.4 When an Operative fails to reach the required standards of performance and has not responded to the opportunities provided for improvement or has committed a breach of the rules, the appropriate disciplinary action, as set out in the Guidance can be taken.

## G3. Application and Scope

G3.1 This Guidance, and the disciplinary proceedings included within it, applies to all Operatives employed under SJIB terms and conditions.

## G4. Understanding the Guidance

G4.1 Any Operative requiring clarification should first approach the employer, then the Union or the SJIB.

G4.2 Only the SJIB can give definitive rulings on its application.

## G5. Operative Conduct Expectations

### G5.1 Policy Statement

The paragraphs below outline the broad expectations of Operative conduct and the procedures which may be applied when the expected standards of conduct and behaviour are breached.

### G5.2 General Behaviour

Operatives are expected to behave in a professional manner and to extend courtesy and respect to customers, clients and colleagues at all times.

### G5.3 Timekeeping

- a) Frequent, or excessive, lateness, or leaving the job early or extending any breaks, without permission, can result in disciplinary action being taken.
- b) Operatives who agree to work overtime but who later fail to honour their undertaking, without good reason, will be regarded as absent without permission.

### G5.4 Sickness

An Operative who is too ill to come to work should inform his/her employer on the first day of absence. A self-certificated absence form is required to cover the first seven days of absence. If the illness persists for more than seven days, including weekends, the absence must be supported by a Statement of Fitness for Work.

### G5.5 Unauthorised Absence

- a) Unauthorised absence can result in disciplinary action being taken.
- b) Unauthorised absence or lateness in attending college by Adult Trainees and Apprentices will be treated in the same way as an absence from their place of work.

**Note:** For further information refer to the SJIB Apprentice and Adult Training Schemes Guide.

G5.6 Permission for time off work, e.g. to accommodate an Operative's domestic and personal requirements including, but not limited to, bereavement, travel disruption and other emergency situations should, where possible and appropriate, be sought in advance.

G5.7 All Operatives are expected to carry out their work to acceptable standards.

G5.8 The planning and supervision of work is primarily the responsibility of the employer but Operatives are expected to co-operate in anticipating delays and achieving an acceptable level of performance and productivity.

G5.9 Refusing to obey a reasonable instruction will be regarded as non-co-operation and may lead to disciplinary action.

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## G5. Operative Conduct Expectations continued

- G5.10 Misuse of materials, plant, equipment, tools and employer's or client's property, or a breach of instructions can result in disciplinary action.
- G5.11 **Health, Safety and Welfare**
- (a) All Operatives are required to observe statutory requirements and company rules specified by their employer relating to health, safety and welfare.
  - (b) For health and safety reasons Operatives should be suitably and safely dressed and, where required, wear the appropriate Personal Protective Equipment (PPE). Employers may specify in more detail the particular arrangements applicable to their own organisations, for example, whether certain styles of clothing and footwear are appropriate in the prevailing conditions on site and are acceptable for safety reasons.
- G5.12 Refusing, neglecting or failing to observe safety rules and precautions, or a failure to properly use and maintain PPE provided by the employer, may result in disciplinary action.

## G6. Disciplinary, Grievance and Dismissal Appeals Procedures

- G6.1 All employers are required to have formal company procedures in place, based on the ACAS Code of Practice, which addresses disciplinary issues, Operative grievances and the management of any appeals arising from disciplinary and redundancy dismissals and the resolution of grievances.
- G6.2 If the matter cannot be resolved through the company's domestic procedures, the SJIB Formal Disputes Procedures may be invoked to resolve any grievance, disciplinary or redundancy appeals issues.
- G6.3 These procedures deal fully with the processing and presentation of relevant material, administrative control, time scales of the various stages of applications and give general guidance to all parties.
- (a) Where disciplinary and redundancy issues cannot be resolved through the company domestic appeal process, the SJIB Procedure for Handling and Resolving Disciplinary and Redundancy Dismissal Appeals, referred to in Appendix G7, shall be followed.
  - (b) Where grievance situations cannot be resolved through the company domestic process, the SJIB Procedure for Handling and Resolving Individual and Collective Grievances, referred to in Appendix G8, shall be followed.
- G6.4 Where an employer has exhausted the opportunity for resolving an issue using his domestic procedures, that issue can be referred to Stage 2 of the SJIB Procedure, as set out in Appendix G8, and any subsequent stages of that Procedure, as appropriate.

## G7. Handling Disciplinary Issues in the Workplace

- G7.1 Once an employer has identified an issue of poor performance, absenteeism/lateness or minor misconduct involving an Operative, it is good practice to seek to address the issue with the Operative directly, either informally (e.g. informal verbal caution) or as part of a more formal process established by the employer (e.g. absence management, individual Operative assessment, job appraisal review etc.).
- G7.2 An Operative's performance on the job may fall short of the required standard because the Operative has not had adequate training, or is unable to do the work to the required standard for another reason. Prior to invoking a formal capability procedure which could lead to dismissal, an employer must:
- Identify the particular issues with the Operative's performance.
  - Ensure the Operative understands what those issues are.
  - Provide the Operative with appropriate support and training to address the performance issues identified.
- G7.3 It is important that the employer carries out the necessary investigations of potential disciplinary matters within five working days, to establish the facts of the matter and to determine whether it is appropriate to convene a disciplinary hearing.
- G7.4 Where the employer considers that he cannot allow the Operative to remain at work while a matter is being investigated, the Operative can be suspended, with pay, unless and until a decision about any disciplinary action has been taken. An Operative should be notified in writing of his suspension (see Appendix G2).
- G7.5 The period of suspension should be as brief as possible, should be kept under review and it should be made clear to the Operative that the suspension is not considered to be punitive and is not a disciplinary sanction.
- G7.6 Nevertheless, it should be made clear that, once an investigation is completed, a hearing may be convened and disciplinary action may follow.
- G7.7 Following the conclusion of the investigation(s) referred to in Paragraphs G7.3 and G7.4 above, a decision shall be made as to whether there is a case to answer.

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## G7. Handling Disciplinary Issues in the Workplace continued

- G7.8 If a disciplinary hearing is to be convened, the Operative should be notified of this in writing no later than five working days following the decision. The hearing itself should be convened no later than ten working days following the notification. The notification should contain sufficient information to enable the Operative to prepare to defend his position at a disciplinary hearing. Operatives have the right to request any evidence relevant to the case prior to the disciplinary hearing. The time and venue of the disciplinary hearing should be set down and the Operative advised of his right to be accompanied at the hearing either by a fellow worker, a trade union representative or an official employed by the Union who has been certified by the Union as being competent to accompany an Operative (see Appendix G3).
- G7.9 The Operative should be given the opportunity to state his position at the hearing, allowing the employer to fully consider the matter before reaching a decision.
- G7.10 No disciplinary sanction shall be applied until a disciplinary hearing has taken place.

## G8. Appropriate Disciplinary Action, Communication and Duration of Warnings

- G8.1 In reaching a decision following a disciplinary hearing, the employer should decide whether or not any further disciplinary or any other action is justified and inform the Operative accordingly in writing.
- G8.2 Verbal warnings may well suffice e.g. for minor time-keeping offences, or careless inattention to detail, not resulting in serious faults. The purpose of such warnings is to improve future performance. The employer will provide training/support as appropriate. A record should be kept on the file of the Operative concerned for a period of six months (see Appendix G4).
- G8.3 Where misconduct is confirmed or, where, after a period of further training/support on the job, the Operative continues to perform unsatisfactorily, the Operative may be given a written warning. A record should be kept on the file of the Operative for a period of six months (see Appendix G4).
- G8.4 A further act of misconduct, or failure to improve on performance within a set period, may result in a final written warning. A record of the written warning should be kept on the file of the Operative concerned for a period of 12 months (see Appendix G4).

- G8.5 Written warnings should contain the information shown in Appendix G4, which is in the form of a template letter.
- G8.6 If the Operative's misconduct or unsatisfactory performance is sufficiently serious, it may be appropriate to move directly to a final written warning. This may happen where the Operative's actions have had, or are liable to have, a serious or harmful impact on the organisation.
- G8.7 A written, or final written warning should set out the nature of the misconduct or poor performance and the change in behaviour or improvement in performance required (with timescales). The Operative should be told how long the warning will remain current. The Operative should be informed of the consequences of further misconduct, or failure to improve performance, within the set period following a warning.
- G8.8 The intention is that most disciplinary action will have the effect of improving behaviour or work performance. Accordingly, except where gross misconduct has occurred, an Operative would not normally be dismissed for a first breach of discipline.
- G8.9 When an Operative's actions are so serious that they fall into the category of gross misconduct, dismissal without notice, even for a first offence, may be appropriate. Examples of gross misconduct are set out in Appendix G1.
- G8.10 It is important that no dismissal should take place without going through the steps detailed within Appendix G7.
- G8.11 Employers are responsible for ensuring that Operatives know who their immediate Line Manager is. Employers are advised to publicise job titles and those individuals who have the authority to dismiss and/or who will hear appeals. A decision to dismiss should only be taken by a manager who has the authority to do so. At the very least, wherever possible, no dismissal must be actioned by the Operative's immediate Line Manager without any reference to the next level of management. However, in many small organisations, there may be only one person, perhaps a sole proprietor, who alone has the authority to discipline and dismiss Operatives and to hear appeals, and he will have the ultimate responsibility in such cases.
- G8.12 An Operative should be informed within five working days of the reasons for his dismissal, the date on which the employment contract will end, the appropriate period of notice, if any, and his right of appeal (see Appendix G4). Where an Operative is persistently unable or unwilling to attend a disciplinary meeting, without good cause, the employer can make a decision on the evidence available and confirm the decision in writing (see Appendix G4). However, the Operative should be given an opportunity to attend in the knowledge that a decision could be made in his absence.

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## G8. Appropriate Disciplinary Action, Communication and Duration of Warnings

continued

- G8.13 Employers should keep records detailing the nature of the breach of disciplinary rules, the action taken and the reasons for it, whether an appeal was lodged and its outcome and subsequent developments. This is essential to the process, particularly if further formal stages of procedure are invoked.
- G8.14 Employers are advised that all warning letters/statements, particularly final warnings, issued to Operatives who are Union members, should, upon request, be copied to the Union Regional Officer. Details of all disciplinary action to be taken against an accredited Shop Steward, or other properly appointed Union representative, should be given to the Union in advance of any such disciplinary action. Written warnings should not be issued to shop stewards, or other properly appointed Union representatives, nor should their dismissal be effected, without first giving prior notice to the Union and discussing the circumstances of the case with the Union Regional Officer.

## G9. Exceptional Cases

### G9.1 **Shift Work and Isolated Locations**

- (a) Employers will need to make special provisions, where required, when dealing with disciplinary matters where e.g. Operatives are working on night shift, or on isolated sites, where a supervisor or manager, with authority to take disciplinary action, is not on site at the time. That an incident does not come to an employer's attention until some time after the event will not preclude disciplinary action being taken, provided the matter is dealt with promptly once the employer is made aware of the circumstances.

### G9.2 **Union Representatives**

- (a) Shop Stewards and other properly appointed Union representatives are subject to the same disciplinary arrangements as all other Operatives insofar as they relate to their workmanship and conduct as specified elsewhere in this Guidance. Their legal rights and those of other Operatives, where Union activities are concerned, will be respected by their employers. The reference to Shop Stewards and other Union representatives in no way implies that separate standards or conditions apply to them, but simply recognises that industrial relations problems can arise if disciplinary action is perceived to be an attack on the Union's function where the employer's stated intention is to ensure that standards are consistently applied. That is to say, employers will accord reasonable facilities to the Shop Stewards and other Union officials for the purpose of carrying out their Union duties, and will in no way victimise or penalise them for so doing, but such persons should otherwise conduct themselves in accordance with this Guidance which applies equally to themselves and to their workmates.

- (b) Prior to commencing any form of disciplinary action (or disciplinary investigation) against a recognised Union Senior Shop Steward/Shop Steward/Health and Safety Representative, the employer will contact the appropriate local Union Regional Officer.

#### G9.3 **Criminal Offences Outside Employment**

- (a) The ACAS Code of Practice states that criminal offences outside employment should not be treated as an automatic reason for dismissal, regardless of whether the offence has any relevance to the duties of the Operative. The main consideration should be whether the offence is one that makes the Operative unsuitable for this type of work or unacceptable to other Operatives.
- (b) Operatives will normally not be dismissed simply because a charge against them is pending or because they are absent having been remanded in custody.
- (c) However, if an Operative is remanded in custody and the employer's work requirements are such that it must recruit a replacement, the employer may terminate his employment and this should be communicated in writing to the Operative in custody. It should be made clear to the Operative that, on release from remand, he may be considered for any subsequent vacancy that arises.
- (d) If an Operative is imprisoned, he should be informed in writing by letter that his employment has been terminated, on the grounds that he is unable to perform the contract of employment.

#### G9.4 **New Operatives Working a Probationary Period**

- (a) If employers operate a probationary period, during which employment can be terminated by either party, they must make clear to the Operative the length of the probationary period, what the required standards are and give any warnings necessary during the probationary period in a formal manner, so that Operatives understand the standards required of them.
- (b) The Written Statement of Employment Particulars provided to the Operative should state clearly what process will apply in the event that the Operative fails to meet the standards required in the probationary period and that the employment may be terminated during the probationary period.
- (c) The probationary period for Apprentices is six months, as specified in the SJIB Training Schemes Guide (see Section J - Apprentice and Adult Training Schemes Guide).

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## G10. Domestic Appeals Procedure

- G10.1 Operatives have the right of appeal against formal disciplinary action. In all disciplinary cases, appeals will follow the SJIB Procedures for Handling and Resolving Disciplinary and Redundancy Dismissal Appeals (see Appendix G7).
- G10.2 Any appeal against a verbal, written, final warning or notice of dismissal should be made, in the first instance, through the employer's disciplinary procedure which should provide for a domestic appeals meeting.
- G10.3 The appeal should be made in writing by the Operative no later than ten days after the decision of the Disciplinary Hearing was made known.
- G10.4 An Operative appealing against such a decision will be invited, in writing, to an Appeal Hearing to be held at a mutually convenient time but no later than ten days from the receipt of the appeal request. (See Appendix G5).
- G10.5 A written decision following an appeal should be issued within five working days and should specify the reasons for the decision (see Appendix G6).

## G11. Revision to this Guidance

- G11.1 The SJIB, that is the employers and the Union, will periodically review this Guidance in the light of developments in employment legislation, or industrial relations practice and, if necessary, revise it in order to ensure its continuing relevance and effectiveness, and, in the event of any such changes, make appropriate arrangements to publicise them to its members. Alterations to this Guidance will be made by the SJIB.

# Appendix G1

## GROSS MISCONDUCT

Actions leading to dismissal without notice, for a first offence, will be serious breaches of conduct, negligence or breaches of the National Working Rules and include, but are not limited to the following:

- (a) Violent or threatening behaviour including wilful damage to employer's or client's property.
- (b) Fraud or theft.
- (c) Incapacity due to alcohol and/or drugs.
- (d) Contravention of employers, clients or statutory regulations, including safety regulations.
- (e) Indecent behaviour.
- (f) Contravention of the Company Rules which are normally displayed on notice boards and in the canteen and are explained at Operative Induction sessions.

**Note:** The above categories do not constitute an exhaustive list of offences and are by way of example only.

# Appendix G2

## COMPANY SUSPENSION LETTER (SAMPLE)

[Address]

[Date]

Dear [Operative's Name],

This letter is to advise you that, from **[date]**, you are suspended, on basic pay, in order that the company may conduct an investigation into an allegation that you have **[Detail of possible offence]**.

During your suspension, you may not attend your place of work other than for the purpose of attending an investigation review and/or Disciplinary Hearing. You will not be permitted to contact any other Operatives, staff, suppliers or customers of the company without the company's consent, with the exception of your Union representative.

I will write to you further within five working days to arrange a suitable date for your Disciplinary Hearing where this matter can be discussed in detail.

Yours sincerely,

**[Signature of Immediate Line Manager]**

## Appendix G3

### COMPANY LETTER INVITING AN OPERATIVE TO A DISCIPLINARY HEARING (SAMPLE)

[Address]

[Date]

Dear [Operative's Name],

This letter is to invite you to attend a Disciplinary Hearing on **[Date of Hearing]** at **[Time of Hearing]** which is to be held at **[Place of Hearing]**. The possibility of disciplinary action being taken against you, in accordance with the SJIB or Company's Disciplinary Procedure, will be considered at this interview with regard to **[Specific behaviour / conduct to be considered and relevant dates on which the incident (s) took place]**.

You are entitled, if you wish, to be accompanied either by a fellow worker, or your Union representative, or an official employed by the Union who, to the satisfaction of the employer, has been certified by the Union as being competent to accompany a worker. **In the case of an Apprentice, the company would prefer the Operative to be accompanied by their parent or guardian.**

If, for good reason, you, or the person you wish to accompany you, cannot attend this interview, please inform **[details]** office as soon as possible in order to arrange an alternative date.

Yours sincerely,

**[Signature of Immediate Line Manager]**

# Appendix G4

## COMPANY LETTER ADVISING AN OPERATIVE OF POST HEARING DECISION (SAMPLE)

[Address]

[Date]

Dear [Operative's Name],

This letter is to confirm the decision taken at the Disciplinary Hearing held on **[Date of Hearing]** that you **[be summarily dismissed without notice or payment in lieu of notice or be issued with a Verbal / Written / Final Written warning]** in accordance with the SJIB or Company Disciplinary Procedure.

Your last day of employment with the company was **[Date of Last Day of Service]** (only applicable if dismissed).

**OR**

This warning will remain on your file for a period of **[6 months or 12 months, see sections G8.2, G8.3, G8.4 & G8.6 for guidance]**.

The reasons for this disciplinary action are:

**[Nature of relevant offence/ conduct and the dates on which the incident (s) took place].**

You have the right to appeal against this decision in writing to **[Addressee of such an Appeal Letter]** within ten normal working days of receiving this letter. Your letter should state the grounds on which you are appealing.

Yours sincerely,

**[Signature of Immediate Line Manager]**

Present at Interview: **[Names of those present at Hearing]**

Signed: **[Signature of Operative]** (or, if he refuses to sign, a note to that effect)

Date: **[Date Decision Issued]**

## Appendix G5

### COMPANY LETTER CONFIRMING DATE OF APPEAL HEARING (SAMPLE)

[Address]

[Date]

Dear [Operative's Name],

You have appealed against the **[verbal / written / final written warning / notice of dismissal]**, confirmed to you in writing on the **[Date of Confirmation]**.

Your appeal will be heard by **[Name]** in **[Place of Appeal]** on **[Date of Appeal Hearing]** at **[Time]**.

The decision of this Appeal Hearing is final. You have the right to attend this meeting alone, or to be accompanied by a fellow worker, your Union representative, or an official employed by the Union who, to the satisfaction of the employer, has been certified by the Union as being competent to accompany a worker. **In the case of an Apprentice, the company prefers the Operative to be accompanied by their parent or guardian.**

Yours sincerely,

**[Signature of Immediate Line Manager]**

# Appendix G6

## COMPANY LETTER ADVISING AN OPERATIVE OF APPEAL DECISION (SAMPLE)

[Address]

[Date]

Dear [Operative's Name],

You appealed against the decision of the Disciplinary Hearing that you be given a **[Level of warning issued / dismissal]**. The Appeal Hearing was held on **[Date of Hearing]**.

This letter is to confirm the decision taken by the Manager who conducted the Appeal Hearing, namely, that the decision to **[issue a \_\_\_\_\_ warning / dismiss] [stands] or [be revoked]**.

**[Specify the reasons for the decision, particularly if the original decision is revoked]**

Yours sincerely,

**[Signature of Immediate Line Manager]**

**NB. Guidance Note**

Any appeals against verbal and formal written warnings are exercised solely by means of an employer's disciplinary procedure and the procedure ends at this stage, there being no further right of appeal.

In respect of dismissal appeals only and following exhaustion of an employer's disciplinary procedure, an employee has the right to invoke the National Disputes Committee appeals procedure using the provisions of the SJIB Procedure for Handling and Resolving Disciplinary and Redundancy Dismissal Appeals, (see Appendix G7).

# Appendix G7

## THE SJIB PROCEDURE FOR HANDLING AND RESOLVING DISCIPLINARY AND REDUNDANCY DISMISSAL APPEALS

### 1.0 Domestic Appeals

#### (a) Disciplinary dismissals (excluding probationary period)

Where an employee is either dismissed on notice for misconduct or dismissed summarily without notice for gross misconduct his right of appeal against such dismissal shall be determined as follows:

##### (i) Domestic appeal

The employer's disciplinary procedure must make provision for a domestic appeal meeting to be made available to the dismissed Operative. Minutes of the proceedings and the outcome of the appeal meeting are to be confirmed in writing by the employer and sent to the Operative. If the domestic appeal meeting fails to resolve matters to the satisfaction of the employee, then the Operative may refer it to the Union Regional Officer and request a Stage 2 meeting.

##### (ii) Disciplinary dismissals during the probationary period

During a probationary period, any appeal against dismissal must be made using the relevant appeal provisions included in the employer's disciplinary procedure (see paragraph G9.4).

##### (iii) Disciplinary action short of dismissal

Any appeal against disciplinary action, short of dismissal (i.e. disciplinary transfer, disciplinary suspension and/or warning) must be made using the relevant appeal provisions included in the employer's disciplinary procedure.

#### (b) Redundancy Dismissals

Where an Operative wishes to challenge his selection for redundancy, the employer must make arrangements to hold a domestic appeals meeting. Minutes of the proceedings and the outcome of the appeal meeting shall be confirmed in writing by the employer and sent to the employee. If this appeal meeting fails to resolve matters to the satisfaction of the Operative, the issue may be referred to the Union Regional Officer, for consideration of a Stage 2 meeting.

### 2.0 Stage 2 Meeting

If the domestic appeal meeting in respect of either disciplinary or redundancy dismissal fails to resolve matters, the Operative may refer to the Union Regional Officer and request that a Stage 2 meeting be arranged. The minutes of the relevant domestic appeal meeting shall be made available at this meeting, which shall normally take place within ten working days from the employer receiving such a request from the Union Regional Officer, or as otherwise mutually agreed.

Minutes of the proceedings and the outcome of the Stage 2 meeting shall be set down by the employer and agreed by the parties. This is an essential part of the process; the minutes of the Stage 2 proceedings and those from the relevant domestic appeal meeting are central to discussions in any further stages of the procedure.

If a resolution is not reached at Stage 2, the Union Regional Officer, on behalf of and at the request of the Operative, may pursue an appeal through the National Dispute Committee.

# Appendix G7 continued

## 3.0 **National Dispute Committee**

### (a) **Application to the National Dispute Committee**

The Regional Officer of the Union will inform the employer, within five working days of the failure to agree at Stage 2, if it is their intention either to apply to the National Dispute Committee for an appeal hearing or to withdraw the claim. If the Regional Officer decides to proceed, an application shall be made to the Secretary to the SJIB for the matter to be heard by the National Dispute Committee.

Annex G7 to this Agreement sets out, in full, the directions, timescales and guidance on the documentation required in respect of an application to the National Dispute Committee. The order of business of the hearing is also set out.

### (b) **Composition of the National Dispute Committee**

The National Dispute Committee will consist of the SJIB Chairman, the Secretary of the SJIB, the lead Union representative and the lead employer representative. The Secretary of the SJIB shall not have a vote.

### (c) **Committee's Decisions**

Decisions of the National Dispute Committee, which must be unanimous, are final and binding and will fall within the following categories:

- (i) Confirmation of dismissal; or
- (ii) Re-employment on a specified date, without continuity of employment; or
- (iii) Re-instatement with continuity of employment and without loss of pay; or
- (iv) In conjunction with either (ii) or (iii) above, and if appropriate, a written warning.

It is not within the jurisdiction of the National Dispute Committee to award a financial settlement other than as part of (iii) above.

An agreed statement of the decision shall be provided within five working days for circulation to the parties.

Further practice directions on the submission of a reference in respect of an appeal against dismissal and the conduct of hearings are set out in Annex G7.

If, in the opinion of the National Dispute Committee, the matter at issue has implications for the industry in general, it may decide to refer the matter directly to the National Board and to recommend arrangements which should prevail in the interim.

It is recognised that an eligible employee may decide to submit an Employment Tribunal claim in relation to the same matter. If so, the Operative should submit this, within three months of the event, but accompanied by a request to the Employment Tribunal that the claim be stayed, i.e. held in abeyance, until the decision of the National Dispute Committee is known.

## 4.0 **Mediation**

It may be appropriate to invite the Secretary of the SJIB to provide mediation at any stage of the procedure.

# Annex G7

## APPEALS AGAINST DISMISSAL – NATIONAL DISPUTE COMMITTEE PRACTICE DIRECTIONS

- 1.0 **Application for a National Dispute Committee Appeal Hearing**
- (a) Failing settlement at Stage 2, the Regional Officer of the Union may submit an application for the matter to be heard by the National Dispute Committee.
  - (b) In the interests of best practice and to ensure speedy processing of material, copies of the application for a National Dispute Committee Appeal Hearing must be prepared and submitted to the Secretary to the SJIB no later than ten working days from the date of the failure to agree Stage 2.
  - (c) The Application must be accompanied by the case papers, collated and indexed, which must include the jointly agreed domestic appeal and Stage 2 minutes.
  - (d) The Secretary of the SJIB, in consultation with the Chairman of the SJIB, the lead Union Representative and the lead employers' representative will arrange a hearing date, which shall provide the employer (the respondent) with no less than 21 days notice of the National Dispute Committee Appeal Hearing.
  - (e) The respondent will be advised of the date of the Hearing and supplied with the case papers. If he so chooses, the respondent shall be provided with the opportunity to submit a written response to the Application made by the Union Regional Officer, and to submit any further relevant documentation to the Secretary of the SJIB which is to be received no later than ten working days prior to the Hearing.
  - (f) Upon receipt of the response, the Secretary of the SJIB will circulate the full case papers to the parties and the members of the National Dispute Committee.
- 2.0 **Order of Business at a National Dispute Committee Appeal Hearing**
- (a) Committee meets in private and;
    - Considers written evidence.
    - Agrees conduct of hearing.
  - (b) Committee invites both the applicant's representatives and respondent's representatives into room.
  - (c) Chairman;
    - Introduces.
    - Explains how the hearing will be conducted.
    - Invites both parties involved to introduce themselves.
  - (d) Applicant's representative presents case.
  - (e) Committee questions\* applicant's representative.
  - (f) Respondent's representative questions\* applicant's representative.
  - (g) Respondent's representative presents case.
  - (h) Committee questions\* respondent's representative.
  - (i) Applicant's representative questions\* respondent's representative.
  - (j) Applicant's representative sums up\*\*.

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## Annex G7 continued

- (k) Respondent's representative sums up\*\*.
- (l) Committee considers its decision in private, based on its assessment of all relevant circumstances. (Appendix G7, 3.0 (c) sets out the range of options that may be considered).
- (m) Committee gives its formal decision to both parties.
- (n) An agreed statement of the decision shall be provided within five working days for circulation to the parties.

**Note:** \* Questions are to be confined to questions of clarification.

\*\* No new evidence should be presented in the final summing up

# Appendix G8

## THE SJIB PROCEDURE FOR HANDLING AND RESOLVING INDIVIDUAL AND COLLECTIVE GRIEVANCES

### 1.0 **Company Grievance Procedures**

- (a) Each company in membership of the SJIB will ensure that it has in place a formal, written grievance procedure. The terms of this procedure shall be consistent with the requirements of Section G of the SJIB Handbook, Resolving Issues at Work.
- (b) Observance of these requirements is deemed to constitute compliance with good practice, as outlined in the ACAS Code of Practice on Disciplinary and Grievance Procedures.

### 2.0 **Normal Working**

- (a) There shall be no stoppage of work, or any other industrial action, while any of the domestic or external stages of the procedure are being used.
- (b) The status quo (i.e. whatever conditions, practice or agreement on working and management arrangements, established in accordance with the National Working Rules which applied prior to the dispute) will be maintained until a resolution is achieved through the procedure, or the procedure is exhausted.
- (c) Any unprocedural action by an Operative contrary to the above paragraph shall entitle the employer:
  - (i) To make deductions of pay, benefits, allowances and other contractual payments for the relevant period(s) and;
  - (ii) To take disciplinary action.

### 3.0 **Domestic Resolution (Informal)**

- (a) It is usually best for all involved if grievances are resolved speedily and informally. Accordingly, the Operative concerned should, normally, in the first instance, bring any issue or complaint to the attention of the foreman or other immediate supervisor.
- (b) In a situation where a collective grievance exists, a designated employee, together with a Union representative, should bring the issue or complaint to the attention of the foreman or other immediate supervisor.
- (c) The employer is normally expected to respond to the Operative within seven working days.

## Appendix G8<sup>continued</sup>

### 4.0 **Summary of the Stages of the Formal Procedure and Appropriate Representation**

#### (a) **Stage 1 – Domestic**

Individual/Shop Steward or the Union Regional Officer/Employer designated representative

**Note:** Where a small company does not have a Shop Steward, the Union Regional Officer may be called in. In these circumstances Stages 1 and 2 of this Procedure may be combined.

#### (b) **Stage 2 – Domestic**

Individual/Union Regional Officer/Senior employer representative.

#### (c) **Stage 3 – Regional Dispute Committee**

Union representative/Secretary of the SJIB/Employer representative/Record clerk.

#### (d) **Stage 4 – National Dispute Committee**

- SJIB Chairman.
- Lead Union representative/Lead employers' representative/Secretary of the SJIB.

### 5.0 **Domestic Resolution (Formal): Stage 1**

Following failure to resolve the matter on an informal basis, it may then be referred, using the procedure, to the Shop Steward or the Union Regional Officer for formal consideration with the employer's designated representative. Minutes of the proceedings and the outcome of the meeting shall be set down by the employer and agreed by the parties.

### 6.0 **Stage 2**

If a settlement is not achieved at Stage 1, the Operative may refer to the Regional Officer and request a Stage 2 meeting. The Stage 1 minutes shall be made available at the meeting, which shall take place within ten working days of the receipt of notification of the issues by the Union Regional Officer, or as otherwise mutually agreed. Minutes of the proceedings and the outcome of the Stage 2 meeting shall be set down by the employer and agreed by the parties. This is an essential part of the process; the minutes of the Stage 2 proceedings and those from the Stage 1 meeting are central to discussions in any further stages of the procedure.

### 7.0 **Mediation**

If settlement is not reached at Stage 2, it may be appropriate at this point for either party to invite the Secretary of the SJIB to provide mediation.

**Note:** Separate provisions apply in the event of a failure to agree at Stage 2 in relation to disciplinary dismissal and redundancy appeal cases.

### 8.0 **Next Stage of Procedure**

If settlement is not reached at Stage 2 or following mediation, and either party wishes to pursue the case further the next stage of the procedure shall be Stage 3.

**Note:** Separate provisions apply in the event of a failure to agree at Stage 2 in relation to disciplinary dismissal and redundancy appeal cases.

### 9.0 **Stage 3**

Failing settlement at Stage 2, the Secretary of the SJIB, following consultation with the leaders of both parties, may deem the procedure to be exhausted on matters which are not SJIB related.

Where it is not possible to resolve the matter, either party may pursue the matter further by referring it to a Regional Dispute Committee of the National Board. The Secretary of the SJIB, in consultation with the leaders of the parties, will appoint an employer representative and a Union representative to serve on the Regional Dispute Committee. A record clerk will also be appointed to minute the proceedings. Neither the employer nor the Union representative shall be directly involved in the dispute. Neither the Secretary of the SJIB nor the record clerk shall have a vote.

Annex G to this Procedure sets out in full the directions, timescales, and guidance on the documentation required in respect of an application to the Regional Dispute Committee. The order of business of the hearing is also set out.

In consultation with the record clerk, minutes of the Stage 3 proceedings and the outcome of the meeting shall be set down by the Secretary of the SJIB and agreed by the parties. This is essential, particularly if there is a failure to agree and the matter is to be pursued to Stage 4.

After hearing the presentation of the case together with all relevant evidence, the Regional Dispute Committee shall make a decision, which shall be unanimous, on all matters referred from the preceding stage of the procedure. Where a unanimous decision is reached on the matters at issue, the procedure will be regarded as exhausted. There is no further right of appeal.

The decision will be final and binding on all parties.

An agreed statement of the decision will be prepared on the day for immediate circulation to the parties.

### 10.0 **Stage 4**

Failing a unanimous decision at Stage 3 the employer or the Operative may pursue the matter further by referring it for a final hearing and decision at Stage 4, the National Dispute Committee.

Annex G8 to this Procedure sets out, in full, the directions, timescales and guidance on the documentation required in respect of an application to the National Dispute Committee. The order of business of the hearing is also set out.

The National Dispute Committee will consist of the SJIB Chairman, the leader of the Union side, the leader of the employer's side and the Secretary of the SJIB. The Secretary of the SJIB will not have a vote.

After hearing the presentation of the case together with all relevant evidence, the National Dispute Committee shall make a decision, which shall be unanimous, on all matters referred from the preceding stage of the procedure.

The decision will be final and binding on both parties and there will be no right of appeal.

An agreed statement of the decision shall be provided within five working days for circulation to the parties.

If, in the opinion of the National Dispute Committee, the matter at issue has implications for the industry in general, it may decide to refer the matter directly to the National Board and to recommend arrangements which should prevail in the interim.

# Annex G8

## REGIONAL DISPUTE COMMITTEE (STAGE 3) PRACTICE DIRECTIONS

- 1.0 **Application to Regional Dispute Committee (Stage 3)**
- (a) Failing settlement at Stage 2, either party may pursue the matter further and refer it to a Regional Dispute Committee of the National Board.
  - (b) In the interests of best practice and to ensure speedy processing of material, copies of the Application to Stage 3 and case papers must be prepared and submitted to the Secretary of the SJIB, no later than ten working days from the date of the failure to agree at Stage 2.
  - (c) The Application must be accompanied by the full case papers collated and indexed, including the jointly agreed Stage 1 and Stage 2 minutes and any supporting documentary evidence, for example, signed witness statements.
  - (d) On receipt of these documents the Secretary of the SJIB will circulate copies to the other party to the dispute. At the same time, the Secretary of the SJIB, in consultation with the leaders of the parties, will appoint an employer and Union representative and a record clerk to serve on the Committee. The date for the hearing will also be set.
  - (e) The other party to the dispute will be expected to submit a written response to the Application, no later than ten working days in advance of the Dispute Committee hearing. The response shall contain any necessary supporting documentation.
  - (f) Upon receipt of the response, the Secretary of the SJIB will circulate the full case papers to the parties and the members of the Regional Dispute Committee.

## NATIONAL DISPUTE COMMITTEE (STAGE 4) PRACTICE DIRECTIONS

- 2.0 **Application to National Dispute Committee (Stage 4)**
- (a) Failing settlement at Stage 3, either party may pursue the matter further by referring it for a final hearing and decision at Stage 4, the National Dispute Committee.
  - (b) In the interests of best practice and to ensure speedy processing of material, copies of the Application to Stage 4 must be prepared and submitted to the Secretary of the SJIB no later than ten working days from the date of the failure to agree at Stage 3.
  - (c) The Application must be accompanied by the collated and indexed case papers and the jointly agreed Stage 1 and Stage 2 minutes which were presented at Stage 3, and must additionally contain the jointly agreed Stage 3 minutes.
  - (d) On receipt of these documents, the Secretary of the SJIB will circulate copies to the other party to the dispute, and to the members of the National Dispute Committee. The date of the hearing will also be confirmed by the Secretary of the SJIB.

### 3.0 **Order of Business at Regional and National Dispute Hearings**

- (a) Committee meets in private and;
  - Considers written evidence.
  - Agrees conduct of hearing.
- (b) Committee invites applicant's representatives and respondent's representatives into room.
- (c) Chairman;
  - Introduces.
  - Explains how the hearing will be conducted.
  - Invites both parties involved to introduce themselves.
- (d) Applicant's representative presents case.
- (e) Committee questions\* applicant's representative.
- (f) Respondent's representative questions\* applicant's representative.
- (g) Respondent's representative presents case.
- (h) Committee questions\* respondent's representative.
- (i) Applicant's representative questions\* respondent's representative.
- (j) Applicant's representative sums up \*\*.
- (k) Respondent's representative sums up \*\*.
- (l) Committee considers its decision in private, based on its assessment of all relevant circumstances.
- (m) Committee gives its formal decision to both parties.
- (n) An agreed statement of the decision shall be provided within five working days for circulation to the parties.

**Note:** \*Questions are to be confined to questions of clarification.

\*\* No new evidence should be presented in the final summing up.



# SECTION **H**

Guide to Managing Collective Redundancies

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# SECTION H

Guide to Managing Collective Redundancies

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# H1. Legislation

- H1.1 The main legislation governing redundancy is:
- (a) The Trade Union and Labour Relations (Consolidation) Act 1992.
  - (b) The Collective Redundancies and Transfer of Undertakings (Protection of Employment) Regulations 1995 (SI 1995/2587).
  - (c) The Employment Rights Act 1996.
  - (d) The Collective Redundancies and Transfer of Undertakings (Protection of Employment) Regulations 1999 (SI 1999/1925).
  - (e) The Collective Redundancies (Amendment) Regulations 2006.
  - (f) The Trade Union and Labour Relations (Consolidation) Act (Amendment) Regulations 2013.
- H1.2 The following information briefly explains the main provisions of the legislation. It is not intended to be a strictly legal interpretation.

# H2. Requirement to Notify Government

- H2.1 An employer intending to dismiss as redundant 20 or more employees in one establishment within a period of 90 days or less must notify the Department for Business, Innovation and Skills, of his proposal within the same minimum periods of notification as set out in Section H7.1 (a) & (b), before any employee is given their notice of termination. An employer may notify by letter or use form HR1, obtainable from any Redundancy Payments Office, Job Centre or Unemployment Benefit Office. A copy of the information supplied must also be given to the parties involved.
- H2.2 SJIB members should give written details of their redundancy proposals to The Secretary of the SJIB and the Union.

# H3. Redundancy Payments

- H3.1 A redundancy payment is due only to an Operative with at least two years continuous service with their employer. No redundancy payment is payable if an Operative leaves of his own accord, dies or is dismissed for reasons other than redundancy, e.g. inefficiency, unsuitability or for health reasons.
- H3.2 Employers are required to make redundancy payments, which are not taxable up to the current HMRC threshold.

- H3.3 For each complete year of service, up to a maximum of 20, Operatives are entitled to:
- (a) For each full year of service under 22 years of age – half a week's pay.
  - (b) For each full year of service at age 22 but under 41 – one week's pay.
  - (c) For each full year of service at age 41 or over – one and a half week's pay.
- H3.4 The Redundancy Calculation Table – Appendix H1, will assist the parties in calculating the appropriate payment. Reckonable service is calculated by working backwards from the effective date of dismissal. Only complete years (12 calendar months) count.
- H3.5 The current statutory caps around redundancy pay and length of service can be found using this link: <https://www.gov.uk/staff-redundant/redundancy-pay>.

## H4. Definition of a Week's Pay

- H4.1 A week's pay is that which the Operative is entitled to under the terms of the contract at the calculation date. This is the date on which the employer gives the Operative the minimum notice to which he is legally entitled. If the pay varies (e.g. through piece work), the amount of the week's pay is averaged over the 12 weeks prior to the calculation date. There is a maximum limit on statutory redundancy payments. The figure is published each February by the Department for Business, Energy & Industrial Strategy <http://www.gov.uk>.

## H5. Difficulty in Employers Making Redundancy Payments

- H5.1 If an employer has cash-flow problems so serious that making a redundancy payment would damage the business, arrangements can be made by the Department for Business, Energy & Industrial Strategy (BEIS) to pay the Operative direct from the National Insurance Fund. The employer is expected to pay back the payment as soon as possible.
- H5.2 If the employer is insolvent, the payment is made by BEIS and the employer's share recovered from the assets of the business.
- H5.3 Operatives should apply for repayment to the insolvent employer's representative, liquidator, or trustee.

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## H6. Collective Redundancies

- H6.1 Redundancies commonly arise when an employer needs to:
- (a) Close or move all or part of the business.
  - (b) Make cost savings due to a lost order or change in customer demand.
  - (c) Introduce new technology or reorganise the way the business is run.
- H6.2 In such circumstances, the law requires that, if the number of employees to be made redundant in one establishment is 20 or more, the employer must consult with the Union Regional Officer and/or Elected Shop Stewards.
- H6.3 If an employer proposes to make redundant fewer than 20 employees in one establishment, the employer is legally required to hold meaningful individual consultation with all affected employees (see Appendix H2 – Redundancy Flowchart).
- H6.4 SELECT has produced separate Guidance for employers entitled Handling Small Scale Redundancies which is aimed particularly at small and medium sized businesses that are considering making fewer than 20 employees redundant.

## H7. Consultation

- H7.1 Consultation must begin:
- (a) at least 30 days before the first dismissal takes effect if 20 to 99 employees are to be made redundant at one establishment over a period of 90 days or less
  - (b) at least 45 days before the first dismissal takes effect if 100 or more employees are to be made redundant at one establishment over a period of 90 days or less.
- H7.2 Consultation must be fair, that is the Union Regional Officer and/or Elected Shop Stewards should be met while the redundancy proposals are still at an early stage. They should be given enough information on the proposed redundancies, and time to digest it, before making an informed response. At the same time all employees should be made aware of the company's situation in writing and the possible implications for them. (see Appendix H3 - At Risk Letter).

## H8. Definition of Establishment

- H8.1 For the purposes of consultation, establishment is defined as the entity to which the employees who are to be made redundant are assigned to carry out their duties.

## H9. Information Disclosure

- H9.1 The information to be disclosed should include:
- (a) The reasons for the proposed redundancies.
  - (b) The numbers and descriptions of employees who may be dismissed as redundant.
  - (c) The total number of employees of any description employed at the establishment in question.
  - (d) The proposed method of selecting the employees who may be dismissed.
  - (e) The proposed method of carrying out the dismissals, taking into account any agreed procedures, including the period over which the dismissals are to take effect.
  - (f) The proposed method of calculating redundancy payments to be made to those who are dismissed.
  - (g) With regard to agency workers, how many there are, where they are working and what type of work they are doing.

## H10. Rights of Redress - Protective Awards

- H10.1 If, where the proposals are to dismiss 20 or more employees in one establishment, an employer fails in any way to comply with the requirements to consult about proposed redundancies a complaint may be made to an Employment Tribunal within the specified time period.
- H10.2 A complaint may be made by either the Union, or any affected Operative who has been, or may be, dismissed.
- H10.3 Where a Tribunal finds a complaint well founded it may make a protective award relating to that group of employees. This entitles every employee who is made redundant within the group to be paid one week's pay for each week of the protected period. This period will be up to 90 days, beginning on the date on which the first of the dismissals to which the complaint relates was proposed to take effect, or the date after the award, whichever is earlier.
- H10.4 Where an Operative believes this situation applies to his particular circumstances, he should contact the Union prior to any protective award claim being lodged.

## H11. Rights of Redress - Unfair Dismissal

- H11.1 Operatives may also be able to make a complaint of unfair dismissal if they feel they have been unfairly selected for dismissal. For further information please refer to Section G (Resolving Issues at Work) of the SJIB Handbook – Appendix G7, SJIB Procedure for Handling and Resolving Disciplinary and Redundancy Dismissal Appeals.
- H11.2 Where an Operative believes this situation applies to his particular circumstances, he should contact the Union prior to any unfair dismissal claim being lodged.

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## H12. Conducting Consultation

H12.1 Consultation must include ways of:

- (a) Avoiding dismissals.
- (b) Reducing the number of employees to be dismissed.
- (c) Mitigating the effects of dismissals.

H12.2 Employers should, at all times, be mindful of the SJIB Code of Practice on Temporary Use of Labour – Only Sub-Contractors, which can be found in Section C.

## H13. Suitable Alternative Employment in the Company

H13.1 Where an Operative is likely to be dismissed as redundant the employer should make every effort to find suitable alternative employment in the company. Operatives should be consulted to discuss any possible vacancies and, where suitable jobs exist, offers of alternative work should be made. It should be noted that where redundant Operatives refuse any reasonable offer of suitable alternative employment they may lose their right to redundancy pay.

H13.2 When redundant Operatives take up alternative employment they are entitled to a statutory four week trial period in the new job. Where the new role necessitates training, this period may be extended by written agreement between both parties. The agreement must specify the date on which the trial or the extended training period is to end and the terms and conditions that apply thereafter. Should either the employer or Operative terminate employment during the trial or extended training period, the Operative will still be treated as redundant and the right to redundancy pay will be preserved. If the Operative works beyond the specified date of the four week or the extended training period, any redundancy entitlement will be lost because the Operative will be deemed to have accepted the new employment.

## H14. Time Off to Look for New Work or Training

H14.1 Operatives who are under notice of redundancy and have been continuously employed for at least two years qualify for a statutory entitlement to a reasonable amount of paid time off to look for another job or to arrange training.

H14.2 Employers are required to pay up to 40% of a week's pay during the entire notice period regardless of the amount of time off allowed. For example, an Operative who is contracted to work five days per week who takes four days off during their entire notice period would be entitled to be paid for two of these days. Operatives who contractually work less than five days per week should receive up to 40% of a week's pay.

H14.3 Operatives are also entitled to reasonable unpaid time off.

## H15. Individual Consultation

H15.1 Employers need to be flexible about how they arrange individual consultation. Some companies wait until collective consultation has ended before consulting individual Operatives who may be at risk of redundancy. However there may be situations when it is appropriate to run collective and individual consultation concurrently.

H15.2 For example, different groups of Operatives might be made redundant at different times. In this case, collective consultation might be taking place for one group at the same time as individual consultation is ongoing for the other group.

H15.3 Individuals likely to be at risk of being made redundant should be informed as soon as possible after the decision to make redundancies has been reached. The employer should write to all Operatives likely to be involved, notifying them of the reason for the redundancy and inviting them to a meeting to discuss matters further. (see Appendix H4 – Letter inviting an Operative to an Individual Consultation Meeting).

## H16. Identifying the Redundancy Selection Pool

H16.1 Before selecting an Operative for dismissal on the grounds of redundancy, an employer must consider from which pool of Operatives the redundancy selection should be made. Otherwise the dismissal is likely to be unfair.

H16.2 When defining the pool, employers should consider the day to day activities of their Operatives and their contractual terms, which particular type of work is disappearing and which of the Operatives do this particular work. Care should be taken where Operatives are multi-skilled and do different types of work.

## H17. Selection Criteria

H17.1 Once the selection pool has been determined, the employer will develop and apply the appropriate selection criteria to decide which Operatives will be provisionally selected for redundancy. Employers are required to consult with the Union to agree on suitable selection criteria.

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## H17. Selection Criteria continued

- H17.2 Employers should be able to demonstrate that the selection criteria is objective, justifiable and not based on the subjective opinion of the individuals applying the criteria. As far as possible the criteria should be measurable and supported by documentary records, data or other evidence, for example attendance records. Examples of selection criteria may include, but will not be limited to:
- (a) Attendance.
  - (b) Timekeeping.
  - (c) Conduct/Disciplinary Record.
  - (d) Relevant Skills/Qualifications.
  - (e) Demonstrable Experience and Training.
  - (f) Measurable Quality of Work.
- H17.3 Length of Service can be used as a criterion where this can be legally justified and may be used, for example, to differentiate between two individuals who have been awarded the same score as a result of a range of objective selection criteria being applied.
- H17.4 An employer must not select an Operative for redundancy based on any of the following reasons:
- (a) Pregnancy; including all reasons relating to maternity.
  - (b) Family; including parental leave, paternity leave (birth and adoption), adoption leave or time off for dependents.
  - (c) Acting as an employee representative.
  - (d) Acting as a trade union representative.
  - (e) Joining or not joining a trade union.
  - (f) Being a part-time or fixed-term Operative.
  - (g) Age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.
  - (h) Pay and working hours (for example refusing to give up rest breaks or asserting one's right to the National Minimum Wage or statutory holiday entitlement).

## H18. Application of Selection Criteria

- H18.1 Operatives will be scored by the application of factual documented evidence against the selection criteria. An employer may decide that it is appropriate to interview Operatives as part of the selection process and, if so, will give clear guidance on how the selection will be made and who will be involved in the selection process.

## H19. Operative Selection

- H19.1 Once the employer has scored Operatives within the selection pool, a selection list for redundancy will be made. All Operatives will be provided with a copy of their completed Selection Matrix, showing how they scored against each criterion and their overall score.

- H19.2 Operatives will be invited to attend individual consultation meetings to discuss their score to ensure they understand, and are satisfied, that their score is correct. Operatives will be permitted to be accompanied at the meeting by an elected representative, fellow worker or a Union representative.
- H19.3 Where an Operative believes his score to be wrong, the meeting should normally be adjourned for a short period in order to allow evidence to be considered. If necessary, the score should be amended to reflect any agreed changes.
- H19.4 Following the conclusion of this individual consultation meeting, the employer will confirm the decision in writing. If the decision is to dismiss by reason of redundancy, the letter should also advise the Operative of the right to appeal and will contain a written statement detailing the redundancy payment as appropriate. (see Appendix H5 – Letter Confirming Redundancy).

## H20. Redundancy Notice

- H20.1 Redundancy notices must not be issued until collective and individual consultations have been completed. The dismissal itself cannot take effect until the minimum period has expired and individual notice periods have been observed. The employer must give at least the minimum statutory notice period, which is:
- (a) One week's notice if the Operative has been employed by the employer continuously for one month or more but less than two years.
  - (b) One week's notice for each year employed if the Operative has been employed by the employer continuously for two years or more, up to a maximum of 12 weeks.
- H20.2 The date on which a dismissal takes effect is the date on which the notice expires, not the date on which it is given.
- H20.3 Employment can be terminated before the end of the notice period where an Operative has agreed to take a payment in lieu of notice.
- H20.4 An employer is bound by law to provide a written statement to Operatives setting out the way in which their redundancy pay has been calculated.

## H21. Appeal

- H21.1 An Operative who has been selected for redundancy and is dissatisfied with the way in which his employer has applied the selection criteria, or who believes that he has been unfairly disadvantaged, can appeal against his selection for redundancy through the SJIB Procedure for Handling and Resolving Disciplinary and Redundancy Dismissal Appeals (refer to the SJIB Handbook, Section G, Appendix G7).

# Appendix H1

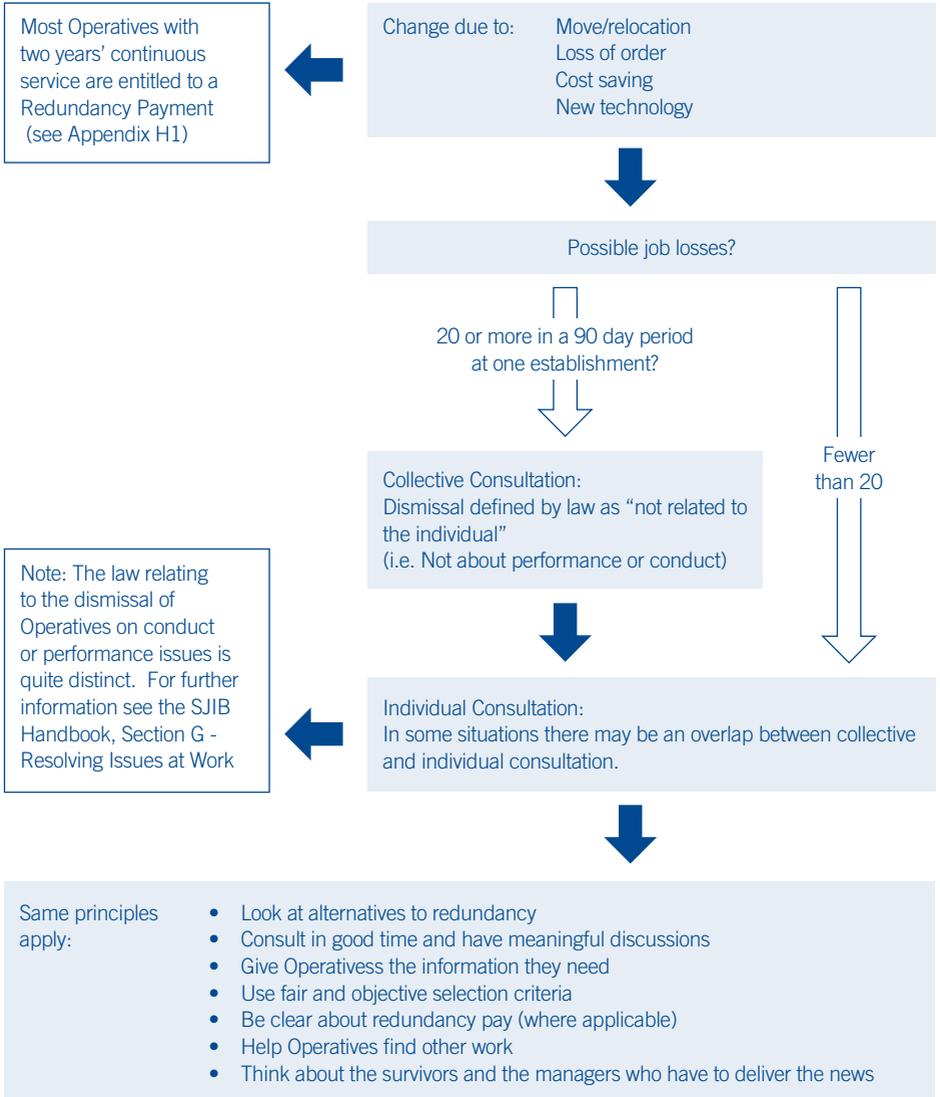
- 18\* It is possible that an individual could start to build up continuous service before age 16, but this is unlikely, and therefore we have started from age 18.
- 61# The same figures should be used when calculating the redundancy payment for a person aged 61 and above.

**REDUNDANCY CALCULATION TABLE**

Age	Services (Years)																			
	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
18*	1																			
19	1	1 <sup>1/2</sup>																		
20	1	1 <sup>1/2</sup>	2																	
21	1	1 <sup>1/2</sup>	2	2 <sup>1/2</sup>																
22	1	1 <sup>1/2</sup>	2	2 <sup>1/2</sup>	3															
23	1 <sup>1/2</sup>	2	2 <sup>1/2</sup>	3	3 <sup>1/2</sup>	4														
24	2	2 <sup>1/2</sup>	3	3 <sup>1/2</sup>	4	4 <sup>1/2</sup>	5													
25	2	3	3 <sup>1/2</sup>	4	4 <sup>1/2</sup>	5	5 <sup>1/2</sup>	6												
26	2	3	4	4 <sup>1/2</sup>	5	5 <sup>1/2</sup>	6	6 <sup>1/2</sup>	7											
27	2	3	4	5	5 <sup>1/2</sup>	6	6 <sup>1/2</sup>	7	7 <sup>1/2</sup>	8										
28	2	3	4	5	6	6 <sup>1/2</sup>	7	7 <sup>1/2</sup>	8	8 <sup>1/2</sup>	9									
29	2	3	4	5	6	7	7 <sup>1/2</sup>	8	8 <sup>1/2</sup>	9	9 <sup>1/2</sup>	10								
30	2	3	4	5	6	7	8	8 <sup>1/2</sup>	9	9 <sup>1/2</sup>	10	10 <sup>1/2</sup>	11							
31	2	3	4	5	6	7	8	9	9 <sup>1/2</sup>	10	10 <sup>1/2</sup>	11	11 <sup>1/2</sup>	12						
32	2	3	4	5	6	7	8	9	10	10 <sup>1/2</sup>	11	11 <sup>1/2</sup>	12	12 <sup>1/2</sup>	13					
33	2	3	4	5	6	7	8	9	10	11	11 <sup>1/2</sup>	12	12 <sup>1/2</sup>	13	13 <sup>1/2</sup>	14				
34	2	3	4	5	6	7	8	9	10	11	12	12 <sup>1/2</sup>	13	13 <sup>1/2</sup>	14	14 <sup>1/2</sup>	15			
35	2	3	4	5	6	7	8	9	10	11	12	13	13 <sup>1/2</sup>	14	14 <sup>1/2</sup>	15	15 <sup>1/2</sup>	16	16 <sup>1/2</sup>	
36	2	3	4	5	6	7	8	9	10	11	12	13	14	14 <sup>1/2</sup>	15	15 <sup>1/2</sup>	16	16 <sup>1/2</sup>	17	
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39	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	17 <sup>1/2</sup>	18	18 <sup>1/2</sup>	
40	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	18 <sup>1/2</sup>	19	
41	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	19 <sup>1/2</sup>	
42	2 <sup>1/2</sup>	3 <sup>1/2</sup>	4 <sup>1/2</sup>	5 <sup>1/2</sup>	6 <sup>1/2</sup>	7 <sup>1/2</sup>	8 <sup>1/2</sup>	9 <sup>1/2</sup>	10 <sup>1/2</sup>	11 <sup>1/2</sup>	12 <sup>1/2</sup>	13 <sup>1/2</sup>	14 <sup>1/2</sup>	15 <sup>1/2</sup>	16 <sup>1/2</sup>	17 <sup>1/2</sup>	18 <sup>1/2</sup>	19 <sup>1/2</sup>	20 <sup>1/2</sup>	
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53	3	4 <sup>1/2</sup>	6	7 <sup>1/2</sup>	9	10 <sup>1/2</sup>	12	13 <sup>1/2</sup>	15	16 <sup>1/2</sup>	18	19	20	21	22	23	24	25	26	
54	3	4 <sup>1/2</sup>	6	7 <sup>1/2</sup>	9	10 <sup>1/2</sup>	12	13 <sup>1/2</sup>	15	16 <sup>1/2</sup>	18	19 <sup>1/2</sup>	20 <sup>1/2</sup>	21 <sup>1/2</sup>	22 <sup>1/2</sup>	23 <sup>1/2</sup>	24 <sup>1/2</sup>	25 <sup>1/2</sup>	26 <sup>1/2</sup>	
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59	3	4 <sup>1/2</sup>	6	7 <sup>1/2</sup>	9	10 <sup>1/2</sup>	12	13 <sup>1/2</sup>	15	16 <sup>1/2</sup>	18	19 <sup>1/2</sup>	21	22 <sup>1/2</sup>	24	25 <sup>1/2</sup>	27	28	29	
60	3	4 <sup>1/2</sup>	6	7 <sup>1/2</sup>	9	10 <sup>1/2</sup>	12	13 <sup>1/2</sup>	15	16 <sup>1/2</sup>	18	19 <sup>1/2</sup>	21	22 <sup>1/2</sup>	24	25 <sup>1/2</sup>	27	28 <sup>1/2</sup>	29 <sup>1/2</sup>	
61*	3	4 <sup>1/2</sup>	6	7 <sup>1/2</sup>	9	10 <sup>1/2</sup>	12	13 <sup>1/2</sup>	15	16 <sup>1/2</sup>	18	19 <sup>1/2</sup>	21	22 <sup>1/2</sup>	24	25 <sup>1/2</sup>	27	28 <sup>1/2</sup>	30	

# Appendix H2

## REDUNDANCY FLOWCHART COLLECTIVE AND INDIVIDUAL CONSULTATION – THE BASIC PRINCIPLES



# Appendix H3

## 'AT RISK' LETTER (SAMPLE)

[Address]

[Date]

To all Operatives employed at:

(a) \_\_\_\_\_ Site

(b) \_\_\_\_\_ Shop

A meeting has taken place on (date) between the Company and (a) representatives of the Union or (b) Company employee representatives regarding a foreseeable decline in the order book affecting the number of Operatives required at the above mentioned (a) Site or (b) Shop in the immediate future.

The Company is currently considering a number of alternative measures in order to avoid a reduction in manning levels and any subsequent compulsory redundancies.

Further meetings will take place with (a) representatives of the Union (b) Company employee representatives to examine and review this serious situation. (Delete if not applicable)

It is hoped that compulsory redundancies can be avoided. However, you should consider this letter as an 'at risk of redundancy notification'.

As necessary, Operatives will be selected for redundancy on the basis of the **[Enter the redundancy selection criteria to be applied and include a copy of the Selection Matrix]**. You will be told of the score that you achieved following the application of these criteria.

If you are selected for redundancy, you will be sent a letter of confirmation inviting you to a meeting to discuss your dismissal.

The company will endeavor to keep you informed of developments, but in the meantime if you wish to discuss matters further please contact **[enter name]**.

Yours sincerely,

**[For and on behalf of]**

## Appendix H4

### LETTER INVITING OPERATIVE TO AN INDIVIDUAL CONSULTATION MEETING (SAMPLE)

[Address]

[Date]

Dear [Operative's Name]

Following the meeting between **[enter Company and (a) representative of the Union or (b) Company employee representatives]** on **[enter date]** regarding the current redundancy situation, the workload has decreased to such an extent that we are compelled to consider Operatives for redundancy. Specifically we plan to dismiss **[enter details e.g. the total number of Operatives by grade and/or department or location]**.

As you are likely to be affected by the selection process, I am writing to invite you to a meeting on **[date of meeting]** at **[time of meeting]** which is to be held at **[place of meeting]**. At this meeting we will discuss the selection criteria along with any possible alternatives to redundancy.

Please contact **[enter name]** to confirm your attendance, or if the date and time are not suitable, to arrange an alternative date for the meeting.

You have the right to be accompanied at this meeting by a fellow worker or Union Representative.

Yours sincerely,

**[For and on behalf of]**

# Appendix H5

## LETTER CONFIRMING REDUNDANCY (SAMPLE)

[Address]

[Date]

Dear [Operative's Name]

Further to our recent meeting(s) regarding the need to reduce manning levels which took place on **[enter date(s)]**, I am writing formally to confirm that you have been selected for redundancy and will leave the company's employment on **[enter date]**.

The selection of Operatives to be made redundant was based on the Company redundancy selection procedure, which has been discussed with you, and the need for the Company to retain a balanced labour force.

### **[Choose one of the following four options]**

Unfortunately, you have less than two qualifying years service with **[Company]** and therefore you are not entitled to statutory redundancy pay.

Or

**[You are entitled to [Enter number] weeks' notice, commencing on [Enter date] and ending on [Enter leaving date]. While working your notice you are entitled to reasonable time off with pay to pursue your job search. You will be required to show appointment details in order to get approval from your manager for time off].**

Or

**[You are entitled to [Enter number] weeks' notice, commencing on [Enter date]. We would like you to work during the first [Enter number] weeks of this notice and your date of termination of employment will therefore be [Enter date]. The balance of your notice will be paid in lieu. While working your notice you are entitled to reasonable time off with pay to pursue your job search. You will be required to show appointment details in order to get approval from your manager for time off].**

Or

**[You are entitled to [Enter number] weeks' notice which will be paid in lieu].**

Redundancy payment entitlement is as shown on the attached schedule.

The money will be paid by cheque/credit transfer to your normal bank account on or shortly after your date of leaving.

You will also be entitled to any outstanding holiday pay, which is subject to normal deductions and will be paid through the payroll with your final salary payments. The final payroll run may occur after you have left employment. Your P45 and final salary advice will be posted to you as soon as possible afterwards.

**[Delete the following if not applicable]**

**[As a member of the Company Pension Scheme, you will also receive details in due course of the options open to you. This normally takes [Enter number] weeks from the date of leaving].**

**[As you are currently off sick I am obliged to issue you with a form SSP1 which you should present to the Department for Work and Pensions as soon as possible so that Sickness Benefits payments may be continued].**

You are advised to register as unemployed at your local Job Centre the next weekday after your date of leaving. You may or may not qualify immediately for Jobseekers Allowance but may separately qualify for National Insurance credits. These can be important for securing your State Pension benefits.

It is the company's policy not to provide open references to Operatives. However, we will be pleased to respond quickly to a reference request made by any potential future employer provided that request is made on their letter-headed paper.

You have the right to appeal against the decision to dismiss you on the grounds of redundancy. If you wish to appeal please do so in writing to **[Enter name and contact details]** by **[Enter date]**.

I would like to thank you for the contribution you have made to the company and wish you every success in the future.

Yours sincerely,

**[Signatory name]**

# Appendix H5 continued

## CONFIRMATION OF ENTITLEMENTS

Name:	
Job Title:	
Date of Birth:	
Date of Leaving:	
Start Date:	
Number of completed years' service at expected date of termination:	
Amount of Weeks' Pay (Note: This is capped at the current statutory rate):	
Redundancy Pay:	
Sub Total:	
Pay in Lieu of Notice:	
Holiday Pay:	
Grand Total:	

If a weeks' pay is not defined in the employees' contract of employment, it is the average pay calculated over the 12 week period preceding the date of termination excluding any weeks not worked.

## Appendix H6

### INVITATION TO REDUNDANCY APPEAL MEETING

[Address]

[Date]

Dear [Enter name]

I am writing to confirm that I have received your **[Enter verbal notification or written notification]** that you wish to appeal against the decision to dismiss you on the grounds of redundancy.

I should like to meet you therefore on **[Enter date]** at **[Enter time]** in **[Enter location]**. The purpose of this meeting will be for you to provide me with full details of your appeal in order that I can gather all the relevant facts.

Present at the meeting will be **[Enter name and position]**. I should remind you that you may be accompanied at this meeting by an employee representative, fellow worker or an accredited trade union official. Would you please inform me prior to the meeting who you intend to have accompanying you.

Yours sincerely,

**[Signatory name]**



# SECTION J

SJIB Apprentice and Adult Training Schemes Guide

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# SECTION J

SJIB Apprentice and Adult Training Schemes Guide

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## J1. Introduction

J1.1 The Scottish Joint Industry Board's Training Schemes are designed to regulate the entry, conditions of service, training and education of Apprentices and Adult Trainees in the Electrical Contracting Industry in Scotland.

## J2. Objectives

J2.1 The main objectives of the Schemes are to:

- (a) maintain and continually improve the quality and quantity of training;
- (b) ensure that the current training meets the needs of the industry; and
- (c) ensure that the training is cost effective.

J2.2 The objectives of the Schemes are achieved by:

- (a) Apprentices and Adult Trainees being employed directly.
- (b) An annual intake of Apprentices and Adult Trainees without arbitrary age restrictions.
- (c) Progress and payment during the course of the Apprentice and Adult Training Schemes based entirely on the achievement of measured practical and educational standards.
- (d) For Apprentices there is a commitment of training to completion of apprenticeship subject to the Apprentice complying with the SJIB National Working Rules. The Apprentice may be employed by more than one employer during the apprenticeship although not at the same time. The reasons for change of employer may be at the request of the Apprentice. However, if the employer decides to arrange a transfer of an Apprentice they must first inform the Secretary of the SJIB in writing (See Section J8).
- (e) Adult Trainees may be employed by more than one employer throughout their training although not at the same time. Adult Trainees cannot be given a guarantee of training to completion of training. However, every effort will be made to find alternative employment for those who by reason of redundancy are unable to continue their training.
- (f) The Scottish Joint Industry Board (SJIB) has delegated the management of its training schemes to the Scottish Electrical Charitable Training Trust (SECTT). SECTT organises the financial assistance for training. In addition the SECTT Training Officers carry out pre-employment assessments for all applicants and monitor the progress of all Apprentices and Adult Trainees from their first day at college to the completion of their training.

## J3. Obligations to the Schemes

J3.1 Employers will undertake to provide training in accordance with the rules of the SJIB Apprentice and Adult Training Schemes Guide. In addition, they and the Apprentice or Adult Trainee must observe the SJIB rules detailed in the SJIB National Working Rules for the duration of the training.

## J4. Entry to the Schemes

- J4.1 All applicants must meet the required entry standards as determined by the SJIB, which will include an approved pre-employment assessment. School leavers who have a good school record and an English, Maths, Physics or Science qualification are best equipped to complete an electrical apprenticeship.
- J4.2 Applicants must meet the SJIB required standards of physical fitness and vision, including proved absence of colour vision deficiency.
- J4.3 The nature of the Electrical Contracting Industry requires that Apprentices and Adult Trainees must be prepared to travel and, when required, stay away from home subject to college attendance.

## J5. Registration

- J5.1 All Apprentices and Adult Trainees must be registered with both the SJIB and the Scottish Qualification Authority (SQA) within one month of initial attendance at college. Apprentices and Adult Trainees will be registered as a Modern Apprentice and will be registered for an SVQ Level 3, which is awarded jointly by the SJIB and the SQA.
- J5.2 On completion of SJIB Registration, copies of the registration document will be sent to both the employer and Apprentice / Adult Trainee.
- J5.3 It shall be the duty of both the employer and the Apprentice / Adult Trainee to keep the SJIB informed of any change in employment or change of address.
- J5.4 The SJIB may obtain any information from the appropriate certification body or college in order to assess academic progress.

## J6. SJIB Service Fees

- J6.1 A SJIB Service Fee of £100 will be deducted from the SECTT On-site Training Support at the end of Stage 1 for Apprentices who work for non SJIB/SELECT members.
- J6.2 A SJIB Service Fee of £100 is payable for non SJIB/SELECT members who register an Adult Trainee on to the SJIB Training Apprentice and Adult Training Scheme.

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## J7. Probation - Apprentices

- J7.1 Apprentices shall serve a probationary period of six months. During this period the Apprentice may terminate the employment subject to proper notice being given or the employer may terminate the Apprentice's employment in accordance with the provisions of Section G – Resolving Issues at Work of the SJIB National Working Rules.

## J8. Transfer and Redundancy

- J8.1 Any Apprentice/Adult Trainee has the right to apply to the SJIB for his or her transfer of employer to be considered. The Secretary of the SJIB will ensure that every effort is made by the SJIB, SECTT, SELECT and the Union to find alternative employment for the Apprentice/Adult Trainee concerned.
- J8.2 If the employer decides to arrange a transfer of an Apprentice/Adult Trainee they must first inform the Secretary of the SJIB in writing.
- J8.3 In the event of alternative work within the industry not being available, an employer may have to consider the possibility of redundancy. If this is the case, the employer must forward a Request for Dismissal through Redundancy form (Appendix J3) to the Secretary of the SJIB. An employer can only dismiss an Apprentice as redundant if the dismissal is approved by the Secretary. A full background report will be prepared by the Secretary for the National Board.

## J9. Conditions of Employment

- J9.1 Except as otherwise provided in this Scheme, all Apprentices and Adult Trainees must be employed on SJIB Particulars of Employment available from [www.sjib.org.uk](http://www.sjib.org.uk).
- J9.2 All Apprentices are employed on fixed term contracts. Their employment may be terminated on completion of the apprenticeship with no entitlement to redundancy pay.
- J9.3 To ensure compliance with legislation, employers should give Apprentices sufficient advance notice of their fixed term contract of apprenticeship being terminated (See Section C of the SJIB National Working Rules; Appendix C2, Explanatory Notes).
- J9.4 Where employment is continued after completion of the apprenticeship, the initial date of commencement of employment shall be the date used for calculation of statutory entitlement to redundancy pay and notice of termination of employment.

## J10. Wages

- J10.1 The wages paid to Apprentices and Adult Trainees shall be determined from time to time by the SJIB and are available from [www.sjib.org.uk](http://www.sjib.org.uk).
- J10.2 First Stage Adult Trainees shall be paid the SJIB Labourer's rate of pay. Second Stage Adult Trainees shall be paid 85% of the SJIB Electrician's rate of pay. Third Stage Adult Trainees shall be paid 95% of the SJIB Electrician's rate of pay.

## J11. Holidays

- J11.1 Apprentices and Adult Trainees shall receive 30 days holiday entitlement (see Section D of the SJIB National Working Rules).
- J11.2 This entitlement will increase to:
- 31 days on Monday, 7 January 2019; and
  - 32 days on Monday, 6 January 2020.

## J12. Welfare Benefits

- J12.1 All Apprentices and Adult Trainees are entitled to Statutory Sick Pay. Apprentices are entitled to additional sick pay of £15.00 per week for an aggregate period of 12 weeks in any consecutive twelve months. This payment is funded by the employer. Apprentices/Adult Trainees employed by SJIB member companies are entitled to Death in Service, Accidental Dismemberment and Permanent & Total Disability Benefits in accordance with the industry's arrangements, providing the employer regularly purchases welfare credits for their Operatives.
- J12.2 Non-members must make similar provisions to ensure they comply and offer the benefits listed on the Welfare Benefits table available from [www.sjib.org.uk](http://www.sjib.org.uk).

## J13. Travel and Expenses

- J13.1 During training there will be no payment for time spent travelling in connection with attendance at college but travelling fares will be reimbursed. Travelling fares are calculated from the employer's place of business. Apprentices and Adult Trainees attending college shall be paid the At College rate of pay.
- J13.2 Apprentices and Adult Trainees shall be paid the appropriate At Work rate of pay and, if applicable, a Mileage Rate or Allowance whilst working on site (see Section B18 of the SJIB National Working Rules).

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## J14. College Attendance

- J14.1 First, Second and Third Stage Apprentices are required to attend colleges of further education and to follow the SJIB approved SVQ Level 3 training course. Satisfactory evidence of achievement is required to facilitate progress through the various stages of the apprenticeship.
- J14.2 First, Second and Third Stage Adult Trainees are required to attend colleges of further education and to follow the SJIB approved SVQ Level 3 training course. Satisfactory evidence of achievement is required to facilitate progress through the various stages of the Adult Training Scheme.

## J15. Additional College Attendance

- J15.1 Any further college attendance in addition to the required attendance in the SJIB Training Schemes shall be at the sole discretion of the employer.

## J16. College Registration and Examination Fees

- J16.1 Apprentices shall not be responsible for the payment of college or examination fees.
- J16.2 Fees for Adult Trainees are subject to funding being available.

## J17. Completion of Site Activity Portfolio

- J17.1 Apprentices and Adult Trainees are required to complete field evidence entries in the SJIB Apprentice/Adult Trainee Site Activity Portfolio accurately. Failure to do so will lead to the Apprentice/Adult Trainee not being upgraded from one stage to another or permitted to sit the Final Integrated Competence Assessment (FICA).
- J17.2 Employers, with the assistance of the SJIB appointed SECTT Training Officers, are obliged to ensure that the Portfolio is completed accurately in accordance with the requirements of each stage.

## J18. Tool Kits

- J18.1 During the course of the training, Apprentices and Adult Trainees are required to purchase a kit of hand tools as shown in Section B of the SJIB National Working Rules – Appendix B7.

## J19. Union Membership

- J19.1 Apprentices and Adult Trainees are encouraged to join the Union and employers are encouraged to join SELECT. These organisations, as constituent members of the SJIB, represent the interests of those working in the Electrical Contracting Industry in Scotland.
- J19.2 Unite the Union being a signatory to the SJIB is recognised as the sole negotiating trade union for Apprentices and Adult Trainees covered by the SJIB National Working Rules.

## J20. Discipline

- J20.1 Apprentices and Adult Trainees shall be subject to the SJIB Resolving Issues at Work Guidance in the Use of Procedures (see Section G of the SJIB National Working Rules).

## J21. Grievances

- J21.1 Apprentices and Adult Trainees have the right to raise a formal grievance with their employer in the event that they are unhappy with a particular situation (see Section G of the SJIB National Working Rules).

## J22. Stages of Apprenticeship (See Appendix J1)

### J22.1 **First Stage Apprentices**

- (a) The apprenticeship will commence on the day the Apprentice first attends college.
- (b) This stage shall incorporate both on-the-job practical training and college training leading to the Scottish Vocational Qualification (SVQ) Level 3. Attendance at college during this stage shall be on a block release basis.
- (c) First Stage Apprentices shall be allowed paid block release to attend college to study the appropriate First Stage Competencies.
- (d) Apprentices must successfully complete the appropriate First Stage Competencies and satisfactorily complete the Apprentice Site Activity Portfolio, **within 18 months of the commencement of the apprenticeship**. If this is not achieved the Apprentice may be removed from the SJIB Register of Apprentices and employment may be terminated by the employer giving the appropriate notice (see Section C of the SJIB National Working Rules; Appendix C2, Explanatory Notes). Alternatively, the employer can apply for an extension to the 18 month rule by completing a Request for Extension form (Appendix J4).

## J22. Stages of Apprenticeship (See Appendix J1) continued

- (e) Apprentices who successfully complete the appropriate First Stage Competencies and also satisfactorily complete the Apprentice Site Activity Portfolio based on the required site experience shall progress to the Second Stage of the apprenticeship.
- (f) The effective date of change of status from one Stage to another throughout the apprenticeship shall be determined by the SJIB. The employer will be notified of all changes of status.

### J22.2 **Second Stage Apprentices**

- (a) This Stage shall incorporate both on-the-job practical training and college training leading to SVQ Level 3. Attendance at college during this stage shall be on a block release basis (or day release equivalent).
- (b) Second Stage Apprentices shall be allowed paid block release (or day release equivalent) to attend college to study for the appropriate Second Stage Competencies.
- (c) Apprentices must successfully complete the appropriate Second Stage Competencies and satisfactorily complete the Apprentice Site Activity Portfolio **within three years of the commencement of the apprenticeship**. If this is not achieved the Apprentice may be removed from the SJIB Register of Apprentices and employment may be terminated by the employer giving the appropriate notice (see Section C of the SJIB National Working Rules; Appendix C2, Explanatory Notes). Alternatively, the employer can apply for an extension to the three year rule by completing a Request for Extension form (Appendix J4).
- (d) Apprentices who successfully complete the appropriate Second Stage Competencies and also satisfactorily complete the Apprentice Site Activity Portfolio based on the required site experience shall progress to the Third Stage of the apprenticeship.
- (e) The effective date of change of status from one Stage to another throughout the apprenticeship shall be determined by the SJIB. The employer will be notified of all changes of status.
- (f) Apprentices shall have the opportunity to re-sit any college assessed work not achieved (see also Section J15.1) at their own expense.

### J22.3 **Third Stage Apprentices**

- (a) This Stage shall incorporate both on-the-job practical training and college training leading to SVQ Level 3. Attendance at college during this stage shall be on a block release basis.
- (b) Third Stage Apprentices shall attend block release for one week to attend college to study for the appropriate Third Stage Competencies.
- (c) This Stage will consist of gaining further site related work experience for at least twelve months. Then, subject to Apprentices accurately completing the Site Activity Portfolio based on the required site experience, they may be submitted for the Final Integrated Competence Assessment (FICA). The employer determines when an Apprentice is sufficiently competent to attempt the FICA and completes the Employer Declaration.

**Note:** Critical safety areas of electrical work are assessed in the FICA and include:

- Electricity at Work Regulations 1989 – see Appendix J5.
- Isolation Procedures for Safe Working – see Appendix J6.
- Assessment Procedures for Safe Working Practices – see Appendix J7.

- (d) Upon successful completion of the FICA, and normally within five working weeks, the Apprentice will be graded as an Electrician and will be issued with:
  - (i) A SJIB FICA Certificate;
  - (ii) A SJIB Craftsman Certificate;
  - (iii) A SQA/SJIB Level 3 SVQ Electrical Installation Certificate;
  - (iv) A Modern Apprenticeship Completion Certificate; and
  - (v) A SJIB Grade (ECS) Card.
- (e) To ensure compliance with legislation, employers should give Apprentices sufficient advance notice of their fixed term contract of apprenticeship being terminated (see Section C of the SJIB National Working Rules; Appendix C2, Explanatory Notes).
- (f) Apprentices failing the FICA shall be offered one re-sit to be completed in their employer's time and at the employer's expense. If this is again failed, unpaid time off will be given for any further re-sits and the cost of the re-sit Assessment will be borne by the Apprentice.
- (g) Apprentices who fail to achieve SVQ Level 3 **after five years in employment** may be removed from the SJIB Register of Apprentices and employment may be terminated by the employer giving the appropriate notice (see Section C of the SJIB National Working Rules, Appendix C2; Explanatory Notes). Alternatively, the employer may apply for an extension to the five year rule by completing a Request for Extension form (Appendix J4).

## J23. Stages of Adult Training Scheme (See Appendix J2)

### J23.1 First Stage – Adult Trainees

- (a) The Adult Training Scheme will commence on the day the Adult Trainee first attends college.
- (b) This Stage shall incorporate both on-the-job practical training and college training leading to the Scottish Vocational Qualification (SVQ) Level 3. Attendance at college during this stage shall be for one week at the commencement of this Stage and day release on a fortnightly basis.
- (c) First Stage Adult Trainees shall attend block release for one week to attend college to study for the basic Health and Safety requirements of the SVQ. The remaining study will be undertaken at college, and shall be paid at shop rate, on a fortnightly day release basis on Fridays, throughout the academic year, for the appropriate First Stage Competencies.
- (d) Adult Trainees must successfully complete the appropriate First Stage Competencies and satisfactorily complete the Site Activity Portfolio **within 18 months of the commencement of the Adult Training Scheme**. If this is not achieved the Adult Trainee may be removed from the SJIB Register of Adult Trainees and returned to their previous graded status, i.e. Labourer. Alternatively, the employer can apply for an extension to the 18 month rule by completing a Request for Extension form (Appendix J4).
- (e) Adult Trainees who successfully complete the appropriate First Stage Competencies and also satisfactorily complete the Site Activity Portfolio based on the required site experience shall progress to the Second Stage of the Adult Training Scheme.
- (f) The effective date of change of status from one Stage to another throughout the Adult Training Scheme shall be determined by the SJIB. The employer will be notified of all changes of status.
- (g) Adult Trainees shall have the opportunity to re-sit any college or assessed work not achieved, at their own expense and in their own time.

## J23. Stages of Adult Training Scheme (See Appendix J2)

continued

### J23.2 **Second Stage – Adult Trainees**

- (a) This Stage shall incorporate both on-the-job practical training and college training leading to SVQ Level 3. Attendance at college during this Stage shall be for one week and day release on a fortnightly basis.
- (b) Second Stage Adult Trainees shall be allowed paid time off to continue to study at college on a fortnightly day release basis on Fridays, throughout the academic year, which will include one week block release, for the appropriate Second Stage Competencies.
- (c) Adult Trainees must successfully complete the appropriate Second Stage Competencies and satisfactorily complete the Site Activity Portfolio **within three years of the commencement of the Adult Training Scheme**. If this is not achieved the Adult Trainee may be removed from the SJIB Register of Adult Trainees and returned to their previous graded status, i.e. Labourer. Alternatively, the employer can apply for an extension to the three year rule by completing a Request for Extension form (Appendix J4).
- (d) Adult Trainees who successfully complete the appropriate Second Stage Competencies and also satisfactorily complete the Site Activity Portfolio based on the required site experience shall progress to the Third Stage of the Adult Training Scheme.
- (e) The effective date of change of status from one Stage to another throughout the Adult Training Scheme shall be determined by the SJIB. The employer will be notified of all changes of status.
- (f) Adult Trainees shall have the opportunity to re-sit any college assessed work not achieved, at their own expense and in their own time.

### J23.3 **Third Stage – Adult Trainees**

- (a) This Stage shall incorporate both on-the-job practical training and college training leading to SVQ Level 3. Adult Trainees will attend paid block release for one week to study for the appropriate Third Stage Competencies.
- (b) This Stage will consist of gaining further site related work experience for at least twelve months. Then, subject to Adult Trainees accurately completing the Site Activity Portfolio based on the required site experience, they may be submitted for the Final Integrated Competence Assessment (FICA). It is the employer who determines when Adult Trainees are sufficiently competent to attempt the FICA and completes the Employer Declaration.

**Note:** Critical safety areas of electrical work are assessed in the FICA and include:

- Electricity at Work Regulations 1989 – see Appendix J5.
  - Isolation Procedures for Safe Working – see Appendix J6.
  - Assessment Procedures for Safe Working Practices – see Appendix J7.
- (c) Upon successful completion of the FICA, and normally within five working weeks, the Adult Trainee will be graded as an Electrician and will be issued with:
    - (i) A SJIB FICA Certificate;
    - (ii) A SJIB Craftsman Certificate;
    - (iii) A SQA/SJIB Level 3 SVQ Electrical Installation Certificate;
    - (iv) A Modern Apprenticeship Completion Certificate; and
    - (v) An SJIB Grade (ECS) Card.

- (d) Adult Trainees who fail to achieve SVQ Level 3 **within five years of the commencement of the Adult Training Scheme** may be removed from the SJIB Register of Adult Trainees and returned to their previous graded status, i.e. Labourer.
- (e) Alternatively, the employer can apply for an extension to the five year rule by completing a Request for Extension form (Appendix J4)
- (f) Adult Trainees shall have the opportunity to re-sit any college assessed work not achieved, at their own expense and in their own time.
- (g) Adult Trainees failing the FICA shall re-sit it in their own time and at their own expense.

## J24. Approved Electrician Status

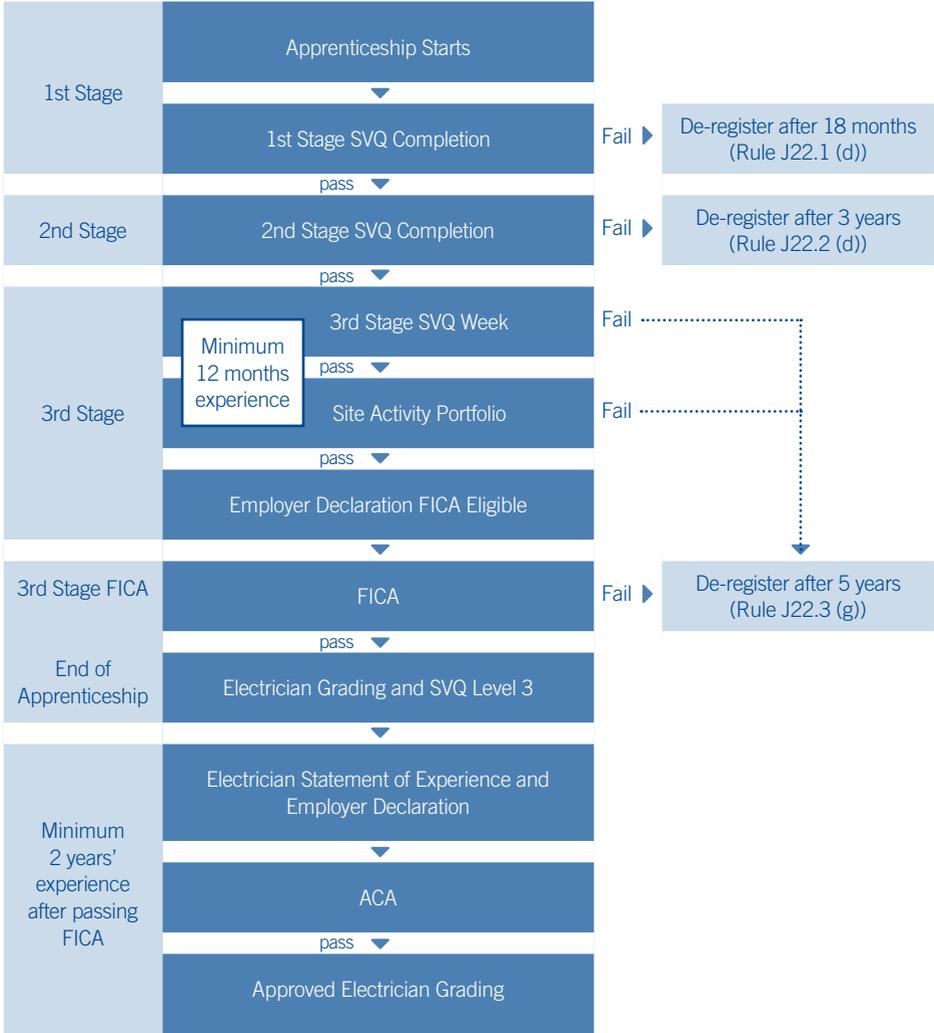
- J24.1 Electricians who have been graded for at least two years and believe they have gained sufficient site experience should obtain a copy of the Statement of Experience form from [www.sjib.org.uk](http://www.sjib.org.uk) and complete and return this together with the Job Record Sheets to SECTT.
- J24.2 SECTT will review the Statement of Experience form and Job Record Sheets and, if everything is satisfactory, they will retain a copy for their records, return the original to the Electrician and send a copy to the employer together with a copy of an Employer Declaration form and the Advanced Competence Assessment (ACA) Application form.
- J24.3 If the employer supports the application he should complete and return the Employer Declaration form and the ACA Application form to SECTT who will make the necessary arrangements for the Electrician to sit the ACA.
- J24.4 Electricians who successfully pass the ACA will be upgraded to Approved Electrician by the SJIB.
- J24.5 Electricians who fail any of the components of the ACA may re-sit these sections again in their own time and at their own expense.

## J25. Monitoring of Apprentices/Adult Trainees

- J25.1 The SJIB regulates the entry, conditions of service, training and education of Apprentices and Adult Trainees in the Electrical Contracting Industry in Scotland.
- J25.2 The SJIB appoints SQA trained External Verifiers who review all training establishments.
- J25.3 SECTT reviews training through regular monitoring of Apprentices, Adult Trainees and employers.
- J25.4 The employer is required to provide training for Apprentices and Adult Trainees.

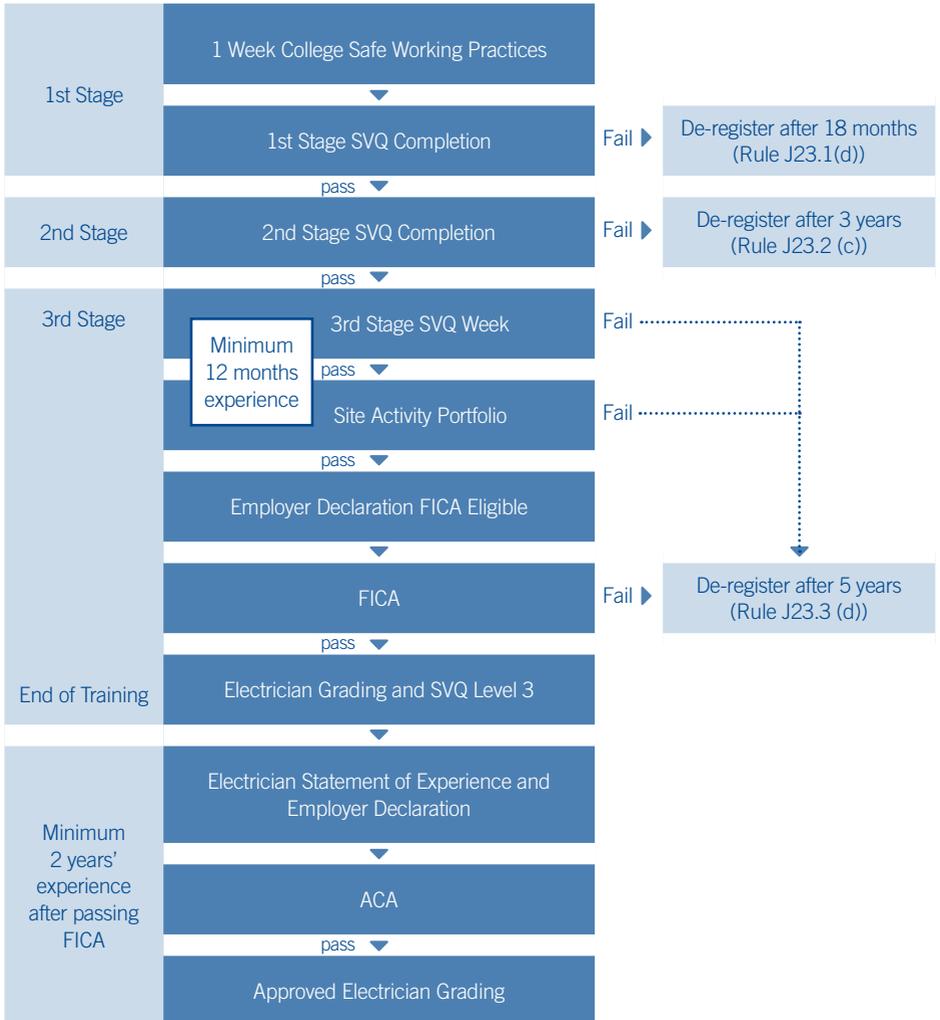
# Appendix J1

## THE STAGES OF THE SJIB APPRENTICE TRAINING SCHEME



# Appendix J2

## THE STAGES OF THE SJIB ADULT TRAINING SCHEME



# Appendix J3

## REQUEST FOR DISMISSAL THROUGH REDUNDANCY (ONE FORM PER APPRENTICE)

Company Name:			
Address:	Postcode:	E-mail:	
Contact:			
Contact Number:			
Apprentice Name:			
N.I. Number:			
Stage:	Stage 1 <input type="checkbox"/>	Stage 2 <input type="checkbox"/>	Stage 3 <input type="checkbox"/>
Training Officer:			
Reason for Redundancy (continue on a separate sheet if required)			
Proposed Date:			

**Note:** An employer can only dismiss an Apprentice as redundant if the dismissal is agreed by the Secretary of the SJIB.

**Return to:** SJIB, The Walled Garden, Bush Estate, Midlothian, EH26 0SB.

# Appendix J4

## REQUEST FOR EXTENSION (ONE FORM PER APPRENTICE/ADULT TRAINEE)

Company Name:			
Address:	Postcode:	E-mail:	
Contact:			
Contact Number:			
Apprentice/ Adult Trainee:			
N.I. Number:			
Stage:	Stage 1 [18 month Rule] <input type="checkbox"/> Stage 2 [3 year Rule] <input type="checkbox"/> Stage 3 [5 year Rule] <input type="checkbox"/>		
Training Officer:			
Reason for Extension (continue on a separate sheet if required)			

Once completed this form should be returned to:

**SJIB**  
**The Walled Garden, Bush Estate**  
**Midlothian, EH26 0SB**

<b>For Office Use Only</b>	
Extension Granted – Revised Date:	

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# Appendix J5

## ELECTRICITY AT WORK REGULATIONS 1989

The Electricity at Work Regulations 1989 came into force on 1st April 1990. The purpose of the regulations is to require precautions to be taken against the risk of death or personal injury from electricity in work activities. The regulations are made under the Health and Safety at Work etc. Act 1974 which imposes duties principally on employers, the self employed, and on Operatives including certain classes of Trainees. The regulations impose duties on persons (duty holders) in respect of systems, electrical equipment and conductors and in respect of work activities on or near electrical equipment. These duties are in addition to those imposed by the Health and Safety at Work Act.

**Note:** (a) Reference should be made to the following HSE Publications:

- Guidance on the Electricity at Work Regulations 1989 HSR25 (3rd Edition 2015)
- Electricity at work – Safe working practices HSG85 (3rd Edition 2013).
- Safety in electrical testing work INDG354 (rev 1).
- Electrical test equipment for use on low voltage electrical systems GS38 (4th Edition).

(b) Guidance on the management of electrical safety and safe isolation procedures for low voltage installations produced by Electrical Safety First in conjunction with the HSE and SELECT.

**i** Copies can be downloaded from the following websites:

[www.select.org.uk](http://www.select.org.uk)

[www.electricalsafetyfirst.org.uk](http://www.electricalsafetyfirst.org.uk)

## Appendix J6

### ISOLATION PROCEDURES FOR SAFE WORKING ON EXTRA-LOW AND LOW VOLTAGES (UP TO 1000 V A.C.)

The chart on page 182 illustrates a Safe Isolation Procedure for persons concerned with work on electrical systems on extra-low and low voltage (as defined in BS 7671). Isolation is defined as a function intended for reasons of safety to cut off the supply from all, or a discrete section of, the installation by separating the installation or section from every source of electrical energy. Isolation means the operation of switches, the removal of fuses or links or physical disconnection of conductors in order to make any system or part of a system DEAD and secure so that it cannot be inadvertently made live. This will involve cutting off an electrical installation, a circuit or any equivalent item from every source of electrical energy.

In general remember the following rules:

- Identify the source(s) of supply;
- Isolate;
- Secure Isolation;
- Post notices;
- Test that the equipment/system is DEAD; then
- Apply earths where necessary and applicable.
- Begin work.

# Appendix J6 continued

## SAFE ISOLATION FOR DEAD WORKING

Procedure	Application
Before starting work!	1. Seek permission from the appropriate person and agree the work to be done.
Locate the correct isolation device (s)	2. Check with the authorised person and drawings/diagrams, identify the room or area where the isolation device(s) is located.
Check your test equipment!	3. *Check the condition of: probes; leads; casings; ratings and ranges; calibration certificate.
Prove your test equipment!	4. *Check voltage tester on a proving unit or known live source. (If test equipment fails then replace or repair [go to 3])
Switch off!	5. Ensure that switching off will not cause damage or unnecessary inconvenience.
Lock and secure isolation device!	6. **Retain keys for lock(s) and restrict access to isolation device(s) where possible.
Post warning notices!	7. 'Do not Switch on' at isolation point and 'Men at work' at work area(s).
Verify that the circuit and equipment is 'Dead'	8. Check between live conductors and earth at access point. (If a voltage is present then recheck isolation [go to 2])
Prove your test equipment!	9. *Check voltage tester on a proving unit or known live source. (If test equipment fails then replace or repair [go to 8])
Satisfactory? If yes then begin work.	

Reference should be made to the current editions of the \*Health and Safety Executive's Guidance Note GS38, Electricity at work-Safe working practices HSG85 and \*\*BS 7671 Guidance Note 2 - Isolation & Switching.

## Appendix J7

### ASSESSMENT PROCEDURES FOR SAFE WORKING PRACTICES

The procedure for assessing safe working practices when working with electricity is given in the HSE guidance Electricity at Work – Safe working practices HSG85 and is divided into four stages as follows:

- (a) Deciding whether to work dead or work live.
- (b) Actions which are common to both dead and live working.
- (c) Working dead.
- (d) Working live.

Copies of the Electricity at Work - Safe working practices HSG85 can be downloaded from [www.hse.gov.uk](http://www.hse.gov.uk).



# SECTION **K**

Grading

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# SECTION K

Grading

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## K1. The Grade Card

- K1.1 Since 1969 the SJIB has administered the Grading system for Electrical Operatives. More recently, the Grade Cards were incorporated into the Electrotechnical Certification Scheme (ECS). The SJIB Grade (ECS) Card continues to show the holder's Grade.
- K1.2 The purpose of the Grade Card is to ensure that Operatives in the construction industry are assessed as technically competent to defined industry standards, and have a required level of competence in Health & Safety awareness.
- K1.3 Health & Safety is an increasingly important issue within the construction industry. Major contractors are taking this very seriously by requiring that ALL Operatives on site pass the ECS Technical Knowledge and Health & Safety Awareness assessment.

## K2. Guidance on Grading

- K2.1 These notes deal with the grading of Operatives by employers for subsequent confirmation (or amendment) by the SJIB and are subject to amendment in the light of experience and decisions of the SJIB.
- Any Operative or registered Apprentice who satisfies the following criteria may be graded or up-graded.
  - Operatives must fully complete, sign and return an SJIB application form for grading or up-grading along with the appropriate fee and any supporting certificates. The SJIB may request that the application be supported with references from previous employers or clients whom he has worked for over the previous twelve months.
  - Employers are encouraged to check the correctness of each grading application form and, where appropriate, recommend the appropriate grading for his Operatives.
  - The grading process will be delayed if the Operative submits his form either incompletely or incorrectly, or does not sign it, or if the employer does not indicate a grade for an Operative according to the grading definitions, or if a photograph, or photocopies of certificates or fee (where appropriate) are not enclosed.
  - The SJIB will assess each Operative's form and ensure that the correct grading is awarded.
  - Provided the necessary paperwork is in order, the SJIB will send confirmation of initial grading to the Operative and the employer. The SJIB Grade (ECS) Card will be sent directly to the Operative.
  - Thereafter, the Operative will be entitled to his appropriate graded rate of pay, without retrospection, having received confirmation from the SJIB of his grade.
  - If an Operative or an employer wishes to appeal against the grade which has been determined by the SJIB, he should do so in writing after he has received the SJIB Grade (ECS) Card or confirmation of Grading.

- (i) If an Operative submits forged certificates to the SJIB when applying for his card he will have his existing card removed and no further applications will be considered for a period of six years, i.e. the lifetime of two cards.
- (j) An Operative with a genuine SJIB Grade (ECS) Card who submits a false application for upgrading will be allowed to retain his existing grade, however no further applications for upgrading will be considered for a period of six years.

K2.2 These rules will be applied if, after a thorough investigation, an individual is found to be in breach of either rule.

### K3. Declaration

K3.1 It is important that Operatives read this declaration as it represents their application to become an employee-participant of the SJIB.

### K4. Signing and Dating Form

K4.1 The application form will not be complete and cannot be used as the basis for grading by the SJIB until it is signed and dated by the Operative applying for grading.

### K5. Change of Address

K5.1 Operatives are required to inform the SJIB in writing of any change of address, always quoting their National Insurance Number.

### K6. Grading

K6.1 The recommended grading must be indicated on the application form.

K6.2 When the application form is fully completed and signed, it must be returned (if applicable) to the employer. The employer must satisfy himself that it is correct and complete insofar as the Operative's employment with his firm is concerned and must check each Operative's application form. Any incorrect, incomplete or unsigned form must be returned to the Operative as quickly as possible.

K6.3 The employer should recommend, where appropriate, the appropriate grading of each Operative on the basis of the information contained on the application form, supplemented by his personal knowledge of the applicant. Grading must always be carried out in accordance with the definitions, technical qualifications (if any), experience and merits of the Operative.

## K6. Grading continued

- K6.4 Only if an employer is satisfied that an Operative complies with the appropriate definition should he recommend a particular grade. If an employer is in any doubt about the capabilities of an Operative, he should select the next lower grade. Any Operative can improve his technical qualifications and experience and apply to the SJIB to upgrade. Indeed, Operatives should be encouraged to do so.
- K6.5 Employers are advised that an Operative can appeal against his grading after confirmation (or amendment) by the SJIB. Subsequent employers, if they consider that a new recruit does not fulfill the requirements of his original grading, can request that the Operative be downgraded.

## K7. Appeals on Grading

- K7.1 The method of appeal by an employer or Operative is set out below in outline and is subject to Regulations made by the SJIB.
- (a) The appellant must lodge an appeal in writing detailing his reasons for the appeal. He must quote his National Insurance Number and state the name and address of his present employer or, if different, the name and address of the employer with whom he was originally graded. Employers appealing against the grade awarded should detail in writing their reason for the appeal.
  - (b) The grounds for the appeal must be clearly stated, with supporting documents such as authenticated Certificates or evidence of courses, practical experience and years of service in the Industry. A copy of the appeal must be passed (if applicable) to the employer in the case of an appeal by an Operative or to the Operative in the case of an appeal by an employer.
  - (c) Unjustified, unsupported, vexatious or frivolous appeals will not be entertained. Appeals supported by both employer and Operative will be permissible but will not necessarily receive recommendation except where an Operative, with his present employer's support, applies on justifiable grounds for upgrading (although a separate procedure will normally be followed for upgrading).
  - (d) Appeals will be dealt with impartially by the SJIB Grading Committee, comprising an employer representative and a Regional Officer of the Union. The Grading Committee will consider the written evidence, statements by the appellant and supporting or opposing statements. The Grading Committee may question the Operative and employer to establish that the facts presented are completely true, and will call for any oral or documentary evidence which they feel is necessary to substantiate the validity of any statement. If necessary, they will call for evidence from a former employer(s) and/or inspect the Operative's work or carry out a standard SJIB trade test of the Operative.
  - (e) If appropriate, the employer and/or Operative will be given due notice of the place and time where the appeal will be held and either may be represented by SELECT or the Union, as appropriate, or another nominated representative.
  - (f) The appellant may be required to attend in person, or, in the case of an employer, to be appropriately represented.

- (g) The decision of the Grading Committee is final and binding and will be communicated in writing to the applicant and/or his employer. The Operative's record will be amended. The Board may or may not award the costs of an appeal to a successful appellant, but not damages, and there will be no retrospection of any increased payments in the case of upgrading, or return of wages in the case of downgrading. Any increase in wages consequential upon an appeal shall take place from the commencement of the pay week specified by the Board.

## K8. Electrical Grading Definitions

### K8.1 Labourers

- (a) Labourers shall be employed only within the general labouring field under supervision and in accordance with the National Working Rules (Cable and Traywork Agreement).

### K8.2 Electricians

- (a) Electricians must have satisfactorily completed a recognised apprenticeship in electrical installation.
- (b) They must be able to carry out electrical installation work efficiently in accordance with relevant statutory regulations and industry codes of practice.
- (c) They must have knowledge of the National Working Rules for the Electrical Contracting Industry, relevant statutory regulations and industry codes of practice, including specifically The Electricity at Work Regulations 1989, The Electricity Safety, Quality & Continuity Regulations 2002 (as amended) (so far as they deal with consumers' installation), and BS 7671 (as amended) IET Wiring Regulations.
- (d) They must have achieved the SVQ Level 3 Certificate in electrical installation jointly awarded by Scottish Qualifications Authority (SQA) and the SJIB or an approved equivalent.
- (e) Further information and details of the SJIB Apprentice and Adult Training Schemes for Electrical Installation can be found in Section J of the SJIB Handbook.
- (f) Operatives who are in employment on a directly-employed basis will have their CompEx initial training course and renewal costs (provided that the Operative is working at the time of renewal) paid by the employer. This is provided that the employer requires holding a CompEx qualification as a specific requirement of the Operative's role.
- (g) For Operatives already holding a CompEx qualification on this date, there is no obligation for the employer to pay the renewal costs upon expiration of the existing CompEx qualification unless it is a specific requirement of the Operative's role.

## K8. Electrical Grading Definitions continued

### K8.3 **Provisional Electricians**

- (a) Provisional Electricians must be registered on the Crediting Electrotechnical Competence (CEC) Scheme and must have completed the following training:
  - (i) The ECS Health and Safety Assessment or a valid approved equivalent (completed within the last 30 months); and
  - (ii) Scottish Building Standards (completed within the last three years); and
  - (iii) SQA [SELECT] Customised Award in Requirements for Electrical Installations to BS 7671 (completed within the last five years)
  - (iv) City and Guilds IET Wiring Regulations to BS 7671 (full course, completed within the last five years); or
  - (v) EAL Level 3 Award in Requirements for Electrical Installation BS 7671 (completed within the last five years) (code 601/5321/0); or
  - (vi) LCL Level 3 Award in Requirements for Electrical Installations (completed within the last five years) (Code: 601/5665/x).
- (b) A Provisional Electricians Grade (ECS) Card is only valid for 18 months during which time an Operative must have completed the CEC Scheme and achieved an SVQ Level 3 in Electrical Installation.

### K8.4 **Approved Electricians**

- (a) Approved Electricians must have satisfactorily completed a recognised apprenticeship in electrical installation.
- (b) They must have two years experience as a graded Electrician immediately prior to application for this grade.
- (c) They must have successfully passed the Advanced Competence Assessment (ACA), 1995 apprentice training scheme or an approved equivalent.
- (d) Approved Electricians must possess particular practical, productive and electrical installation skills with adequate technical knowledge, to work on their own proficiently and carry out electrical installation work without detailed supervision in the most efficient and economical manner.
- (e) They must have knowledge of the National Working Rules for the Electrical Contracting Industry, relevant statutory regulations and industry codes of practice including specifically The Electricity at Work Regulations 1989, The Electricity Safety, Quality & Continuity Regulations 2002 (as amended) (so far as they deal with consumers' installation), and BS 7671 (as amended) IET Wiring Regulations.
- (f) They must have supervisory knowledge and the ability to set out jobs from drawings and specifications, and requisition the necessary installation materials.

**K8.5 Responsibility Money for Approved Electricians**

- (a) Approved Electricians in charge of work who undertake the supervision of other Operatives shall be paid responsibility money, the amount of which shall be specified by the SJIB.

**K8.6 Technician Electricians**

- (a) Technician Electricians must have experience as an Approved Electrician for a minimum of 3 years.
- (b) They must have knowledge of the most economical and effective layout of such installations together with the ability to achieve a high level of productivity in the work they control. In addition they must have exceptional technical skill, ability and experience beyond that expected of an Approved Electrician.
- (c) They must have knowledge of the National Working Rules for the Electrical Contracting Industry, relevant statutory regulations and industry codes of practice including specifically The Electricity at Work Regulations 1989, The Electricity Safety, Quality & Continuity Regulations 2002 (as amended) (so far as they deal with consumers' installation), and BS 7671 (as amended) IET Wiring Regulations.
- (d) Technician Electricians must have completed either:
  - (i) The SQA [SELECT] Tailored Award in Design and Verification of Electrical Installation (BS 7671) (completed within the last five years); or
  - (ii) A HNC in Electrical Engineering; or
  - (iii) A HNC in Contracting Management; or
  - (iv) The City & Guilds of London Institute Electrical Installation Work Course 'C'; or
  - (v) EAL Level 4 Award in the Design and Verification of Electrical Installations (completed within the last five years) (Code: 601/8231/3).
- (e) In addition they must complete the following training courses (available from SELECT), approved by the SJIB (within the last three years):
  - (i) Asbestos Awareness (assessed)
  - (ii) Ashton Supervisory Management Course (or the approved equivalent)
  - (iii) Managing Health and Safety - An Introduction
  - (iv) Risk Assessment
  - (v) Safe Isolation (assessed)
  - (vi) Scottish Building Standards (assessed)

**K8.7 Panel Builders**

- (a) Panel Builders must have completed an EAL Level 3 Diploma in Installation and Commissioning, Pathway ICA: Equipment Installation (Units QICM3/001, QICM3/002, QICM3/003, QICM3/004, and QICM3/006).
- (b) They must be able to carry out panel building work efficiently in accordance with relevant statutory regulations and industry codes of practice.
- (c) They must have knowledge of the SJIB National Working Rules for the Electrical Contracting Industry, relevant statutory regulations and industry codes of practice including specifically The Electricity at Work Regulations 1989, The Electricity Safety, Quality & Continuity Regulations 2002 (as amended) (so far as they deal with consumers' installation), and BS 7671 (as amended) IET Wiring Regulations.

## k8. Electrical Grading Definitions continued

- (d) In addition they must:
- (i) Enclose a statement from an SVQ Assessor which confirms that the scope of the EAL Level 3 Diploma in Installation and Commissioning (Equipment Installation Pathway) has been met using evidence collected from the workplace by the candidate.
  - (ii) Complete the ECS Health and Safety Assessment (within the last 30 months) or hold a valid approved equivalent; and
  - (iii) SQA [SELECT] Customised Award in Requirements for Electrical Installations (completed within the last five years); or
  - (iv) City and Guilds IET Wiring Regulations to BS 7671 (full course, completed within the last five years); or
  - (v) EAL Level 3 Award in Requirements for Electrical Installation BS 7671: June 2008 (2015) (completed within the last five years) (Code: 601/5321/0); or
  - (vi) EAL Level 4 Award in the Design and Verification of Electrical Installations (completed within the last five years) (Code: 601/8231/3); or
  - (vii) LCL Level 3 Award in Requirements for Electrical Installations (completed within the last five years) (Code: 601/5665/x).

### K8.8 **Wiremen**

- (a) Wiremen must have completed an EAL Level 3 Diploma in Installation and Commissioning, Pathway ICA: Equipment Installation (Units QICM3/001, QICM3/002, QICM3/003, QICM3/004, and QICM3/006).
- (b) They must be able to carry out work efficiently in accordance with relevant statutory regulations and industry codes of practice.
- (c) They must have knowledge of the SJIB National Working Rules for the Electrical Contracting Industry, relevant statutory regulations and industry codes of practice including specifically The Electricity at Work Regulations 1989, The Electricity Safety, Quality & Continuity Regulations 2002 (as amended) (so far as they deal with consumers' installation), and BS 7671 (as amended) IET Wiring Regulations.
- (d) In addition they must:
  - (i) Enclose a statement from an SVQ Assessor which confirms that the scope of the EAL Level 3 Diploma in Installation and Commissioning (Equipment Installation Pathway) has been met using evidence collected from the workplace by the Operative.
  - (ii) Complete the ECS Health and Safety Assessment (within the last 30 months) or hold a valid approved equivalent; and
  - (iii) SQA [SELECT] Customised Award in Requirements for Electrical Installations (completed within the last five years); or
  - (iv) City and Guilds IET Wiring Regulations to BS 7671 (full course, completed within the last five years); or
  - (v) EAL Level 3 Award in Requirements for Electrical Installation BS 7671: June 2008 (2015) (completed within the last five years) (Code: 601/5321/0); or

- (vi) EAL Level 4 Award in the Design and Verification of Electrical Installations (completed within the last five years) (Code: 601/8231/3); or
- (vii) LCL Level 3 Award in Requirements for Electrical Installations (completed within the last five years) (Code: 601/5665/x).

#### K8.9 **Electrical Fitters (ECITB)**

- (a) Electrical Fitters (ECITB) must have satisfactorily completed a recognised four year apprenticeship and hold one of the following qualifications:
  - (i) ECITB Diploma in Installing Engineering Construction Plant and Systems Electrical at SCQF Level 7; or
  - (ii) NQF/SQA equivalent accompanied with the applicable technical certificates etc., for those ECITB frameworks; or
  - (iii) ECITB NVQ Level 3 in Installing and commissioning Electrotechnical Systems and Equipment (Plant); or
  - (iv) ECITB NVQ Level 3 IN Maintaining Plant and Systems (Electrical).
- (b) In addition they must provide certificates proving they have completed the following training:
  - (i) ECS Health and Safety Assessment (within the last 30 months) or hold a valid approved equivalent; and either the
  - (ii) SQA [SELECT] Customised Award in Requirements for Electrical Installations (completed within the last five years)
  - (iii) City and Guilds IET Wiring Regulations to BS 7671 (full course, completed within the last five years); or
  - (iv) EAL Level 3 Award in Requirements for Electrical Installation BS 7671: June 2008 (2015) (completed within the last five years) (Code: 601/5321/0); or
  - (v) EAL Level 4 Award in the Design and Verification of Electrical Installations (completed within the last five years) (Code: 601/8231/3); or
  - (vi) LCL Level 3 Award in Requirements for Electrical Installations (completed within the last five years) (Code: 601/5665/x).
- (c) Electrical Fitter (ECITB) shall receive the appropriate rate of pay for an SJIB graded Installation Electrician.

#### K8.10 **Approved Electrical Fitters (ECITB)**

- (a) Approved Electrical Fitters (ECITB) must have completed a recognised four year ECITB apprenticeship.
- (b) They must have two years experience as a graded SJIB Electrical Fitter (ECITB).
- (c) Approved Electrical Fitters (ECITB) must possess practical, productive and electrical engineering skills with additional technical and supervisory knowledge so as to be able to work on their own proficiency, connect and test and locate faults.
- (d) Approved Electrical Fitters (ECITB) shall receive appropriate rate of pay for an SJIB graded Approved Electrician.

## K8. Electrical Grading Definitions continued

### K8.11 **Installation Electricians**

- (a) Individuals who wish to apply for the grade of SJIB Installation Electricians must have satisfactorily completed the requirements described for Electrical Fitters (ECITB).
- (b) They must then register on the Crediting Electrotechnical Competence (CEC) Scheme and complete the following bridging assessment of competency, knowledge and skill:
  - (i) SJIB 2nd Stage Electrical Installation Project
  - (ii) SJIB Stage 3 SVQ week
  - (iii) SJIB Stage 3 Log Book entries (11)
  - (iv) The FICA (Final Integrated Competence Assessment)
- (c) Having successfully completed the CEC Scheme they will be awarded an SVQ Level 3 in Electrical Installation.

### K8.12 **Winders/Electrical Fitters**

- (a) Winders / Electrical Fitters must have been registered Apprentices for at least four years, and must have had practical training in electrical winding and/or fitting work.
- (b) They must be able to carry out armature and stator winding on a.c., d.c., or machine assembly and test efficiently in accordance with accepted trade practice.
- (c) In addition they must have completed the following training:
  - (i) SQA Course Certificate Parts 1 and 2; or
  - (ii) Equivalent course of study approved by the SJIB; and
  - (iii) The ECS Health and Safety Assessment (completed within the last 30 months) or hold a valid approved equivalent.
- (d) It is accepted that there may be a few exceptional cases of apprentices with outstanding ability who could qualify as Winders or Fitters in less than four years. The Grading Committee will consider applications for grading in such cases from applicants who have obtained the SQA Certificate and completed at least three years training.
- (e) Winders/Electrical Fitters shall receive appropriate rate of pay for an SJIB graded Electrician.

### K8.13 **Approved Winders/Approved Electrical Fitters**

- (a) Approved Winders/Approved Electrical Fitters must have satisfactorily completed a registered apprenticeship and have had practical training in winding or electrical fitting work. They must have obtained the SQA Parts 1 and 2 Certificate. They must have had two years subsequent Journeyman experience working as a chargehand and/or Winder/Electrical Fitter immediately prior to application for this grade. Approved Winders/Electrical fitters must possess particular practical productive and electrical engineering skills with additional technical and supervisory knowledge so as to be able to work on their own proficiently, connect and test windings and locate faults on windings on both a.c. and d.c. machines or assembly, and test and locate faults on a wide range of both a.c. and d.c. machines.

- (b) Approved Winders/Electrical Fitters shall receive the appropriate rate of pay for an SJIB graded Approved Electrician.

## K9. Instrumentation Grading Definitions

K9.1 The instrumentation site erection and testing/commissioning industry involves mechanical, electrical, electronic and pneumatic work, which very often occur together on most projects. The agreed grading scheme is intended to provide opportunities for personnel engaged on this work to develop the necessary multicraft skills and to provide opportunities for advancement.

K9.2 In brief, personnel who have completed apprenticeship or other approved courses would enter the industry normally as Electricians, Pipefitters or Instrument Mechanics, dependent on training and interest. Electricians and Pipefitters would follow the established course progressing to Approved Grade. In addition, the achievement of appropriate academic qualifications would enable personnel to transfer to testing/commissioning work, with the ultimate goal of Instrument Technician. Similarly, an Instrument Mechanic would be able to progress through an Approved Grade to Instrument Technician.

### K9.3 Instrument Technicians

- (a) Instrument Technicians must have completed an approved apprenticeship course.
- (b) Have had a minimum of five years experience as a Senior Instrument Mechanic or Instrument Artificer.
- (c) They must be fully conversant with all aspects of erection and testing techniques of instrumentation systems in process and production control of industrial plant.
- (d) Instrument Technicians must have:
  - (i) obtained Industrial Measurement and Control Technicians Certificate Part 3 (City and Guilds) or an HNC in approved subjects; or
  - (ii) have technical skill, ability and experience significantly beyond that expected of a Senior Instrument Mechanic or Instrument Artificer, and whose value to the employer would be as if they were qualified as an Instrument Technician and, with the support of his employer, is granted this grade by the SJIB.
- (e) They must have a working knowledge of the legal requirements covering all aspects of site work, including the Health and Safety at Work Act 1974 and in particular:
  - (i) The Construction (Design and Management) Regulations, 2015
  - (ii) The Construction (Head Protection) Regulations, 1989
  - (iii) The Control of Asbestos Regulations, 2012
  - (iv) The Control of Substances Hazardous to Health Regulations, 2002
  - (v) DSEAR 2002 (Dangerous Substances and Explosive Atmosphere Regulations)
  - (vi) LOLER 1998 (Lifting Operations and Lifting Equipment Regulations)
  - (vii) The Management of Health and Safety at Work Regulations, 1999
  - (viii) Personal Protective Equipment at Work Regulations, 2002
  - (ix) The Electricity at Work Regulations, 1989
  - (x) Work at Height Regulations, 2005

## K9. Instrumentation Grading Definitions continued

- (f) They must also have knowledge of:
  - (i) BS 7671 (as amended) IET Wiring Regulations
  - (ii) The Atex Directive
  - (iii) BS EN 60079 series of standards (as amended)
  - (iv) Terms and Definitions of Automatic Control BS 1523
- (g) It is anticipated that the Instrument Technician will become an employee.

### K9.4 **Instrument Mechanics**

- (a) Instrument Mechanics must have completed an approved apprenticeship course and, have had adequate training in instrumentation maintenance and servicing.
- (b) Instrument Mechanics must have:
  - (i) obtained Industrial Measurement and Control Technicians Certificate Part 1 (City and Guilds); or
  - (ii) completed an approved craft apprenticeship course, have obtained an equivalent academic qualification and have adequate practical training in instrumentation maintenance and servicing; and
  - (iii) be able to carry out instrumentation maintenance and servicing work efficiently in accordance with drawings and manufacturers' instructions.
- (c) Instrument Mechanics shall receive the appropriate rate of pay for an SJIB graded Electrician.

### K9.5 **Approved Instrument Mechanics**

- (a) Approved Instrument Mechanics must have completed an approved apprenticeship and qualified as an Instrument Mechanic.
- (b) Approved Instrument Mechanics must have:
  - (i) two years' experience working as an Instrument Mechanic subsequent to the completion of the apprenticeship; or
  - (ii) an equivalent academic qualification and also have passed an approved manufacturer's training course or other approved course such as at a Government Training Centre; and
  - (iii) obtained practical experience in techniques of instrumentation maintenance and servicing on industrial process plant control systems and be able to work on his own proficiently and in accordance with associated safety codes and practices.
- (c) Approved Instrument Mechanics shall receive the appropriate rate of pay for an SJIB graded Approved Electrician.

**K9.6 Senior Instrument Mechanics**

- (a) Senior Instrument Mechanics must have completed an approved apprenticeship course, have qualified as an Approved Instrument Mechanic with at least two years' practical experience in all aspects of instrumentation maintenance and servicing, i.e. mechanical, electrical, electronic and pneumatic.
- (b) Senior Instrument Mechanics must have:
  - (i) obtained Industrial Measurement and Control Technicians Certificate Part 2 (City and Guilds); or
  - (ii) an equivalent academic qualification and have had a minimum of three years' comparable experience in techniques of instrumentation maintenance and servicing after completing an approved instrumentation training course; and
  - (iii) be familiar with correct application of measurement and control systems, interpretation of drawings and associated safety codes and practices.
- (c) This grade will be an endorsement on the Grade Card of an Approved Instrument Mechanic and there is a corresponding additional payment equivalent to the maximum Responsibility Money contained within the SJIB Agreement.
- (d) Whether or not an Operative who has this endorsement is entitled to receive the additional payment will be determined by the job title and the engagement terms stipulated in his Statement of Employment Particulars.

**K9.7 Instrument Artificers**

- (a) Instrument Artificers must have completed an approved apprenticeship course, have qualified as an Approved Instrument Electrician or an Approved Instrument Pipefitter.
- (b) Instrument Artificers must have:
  - (i) at least two years' practical experience in all aspects of instrumentation installation i.e. mechanical, electrical, electronic and pneumatic, and have obtained Instrument Maintenance Craft Certificate Part 2 (City and Guilds); or
  - (ii) the technical skill, ability and experience beyond that expected of an Approved Grade Craftsman and whose value to the employer would be as if he were qualified as an Instrument Artificer and with the support of his employer, is granted this grade by the SJIB; and
  - (iii) have the ability to work proficiently without detailed supervision, be able to interpret instrumentation drawings and requisitions and be familiar with instrumentation installation techniques.
- (c) This grade will be an endorsement on the Grade Card of an Approved Instrument Electrician or an Approved Instrument Pipefitter and there is a corresponding additional payment equivalent to the maximum Responsibility Money contained within the SJIB Agreement.
- (d) Whether or not an Operative who has this endorsement is entitled to receive the additional payment will be determined by the job title and the engagement terms stipulated in his Statement of Employment Particulars.

## K9. Instrumentation Grading Definitions continued

### K9.8 Instrument Pipefitters

- (a) Instrument Pipefitters must have completed the ECITB Diploma in Installing Engineering Construction Plant & Systems Small Bore Tubing Assemblies. They must be able to carry out pipefitting work efficiently in accordance with statutory regulations and industry code of practice.
- (b) The size of work this discipline covers is up to a maximum of 15mm nominal bore.
- (c) In addition Instrument Pipe Fitters must have completed at least one of the relevant ECITB Technical Small Bore Tubing (TSBT) Tests:
  - (i) TSBTO1 – Assemble and Install Small Bore Tubing Assemblies – Twin Ferrule; or
  - (ii) TSBTO2 – Disassemble and Reinstall Small Bore Tubing Assemblies; or
  - (iii) TSBTO3 – Assemble and Install Small Bore Tubing Assemblies – Cone and Threaded; or
  - (iv) TSBTO4 – Hydrotest SBT Assemblies; and
  - (v) Complete the ECS Health and Safety Assessment (within the last 30 months) or hold a valid approved equivalent.
- (d) A graded Electrician or Approved Electrician who has passed the relevant ECITB Technical Test can have Small Bore Tubing added as an Occupation on to his SJIB Grade (ECS) Card.
- (e) An Instrument Pipe Fitter shall receive the appropriate rate of pay for an SJIB graded Electrician.

### K9.9 Approved Instrument Pipefitters

- (a) Approved Instrument Pipefitters must have qualified as an Instrument Pipefitter and gained experience in small bore stainless steel and mild steel pipe work and PVC-covered copper tubing installation and termination.
- (b) They must be able to set out jobs from drawings and specifications, and requisition the necessary materials and have a thorough knowledge of the National Working Rules for the Electrical Contracting Industry.
- (c) Approved Instrument Pipefitters shall receive the appropriate rate of pay for an SJIB graded Approved Electrician.

## K10. Datacomms Grading Definitions

### K10.1 Datacomms Specialists

- (a) Datacomms Specialists are responsible for installing and maintaining structured cabling systems for datacomms systems.
- (b) They must be able to carry out an installation of structured cabling, including UTP, STP, FTP, Co-AX, general common cables, single-mode fibre cables with all necessary containment and associated connection units and installation of earthing and bonding cables. In addition they must be able to fit out enclosures with structured cable termination equipment (connection units, hubs, switches, routers and panel patches).
- (c) Datacomms Specialists must have completed:

- (i) A Level 2 Datacomms Specialist apprenticeship; or
- (ii) An NVQ Level 2 in Structured Cabling Systems; or have
- (iii) At least two years' experience of the requirements listed above; and have
- (iv) The employers endorsement and recommendation; and have
- (v) Completed the ECS Health and Safety Assessment (within the last 30 months) or hold a valid approved equivalent.

#### K10.2 **Datacomms Specialists – Certified Network Cable Installers (CNCI)**

- (a) Datacomms Specialists (CNCI) are responsible for the installation and commissioning of data network structured cabling, as part of a team or independently. The structured cabling must be installed in accordance with national and international standards for both fibre-optic and copper data networks.
- (b) They must have a working knowledge of network pathways, use of containment, spaces and segregation for installing cables, along with the safe termination and testing of structured cable termination equipment, connection units, hubs, switches, routers, patch panels and similar equipment.
- (c) Datacomms Specialists (CNCI) must have completed:
  - (i) A BTEC Level 3 Advanced Award in Data Communications Cable Installation (Copper and Fibre Optics) - Certified Network Cable Installer (CNCI) with three years' experience; and have
  - (ii) Completed the ECS Health and Safety Assessment (within the last 30 months) or hold a valid approved equivalent.

#### K10.3 **Advanced Datacomms Specialists**

- (a) Advanced Datacomms Specialists are responsible for the installation, commissioning and maintenance of structured cabling systems for datacomms systems. They must be able to conduct testing of structured cabling, including all necessary containment as well as any associated connection units; installation and testing and bonding cables. In addition, they must be able to work as part of a team or independently.
- (b) Advanced Datacomms Specialists must have completed:
  - (i) A Level 3 Datacomms Specialist apprenticeship; or
  - (ii) The City & Guilds Level 2 Award in Communications Cabling (3667); or
  - (iii) EAL Level 3 NVQ Diploma in Cabling Installations (601/3023/4)
  - (iv) EAL Level 3 NVQ Diploma in Cabling Installations (QCF); or
  - (v) A BTEC Level 3 Diploma in Professional Competence for IT and Telecoms Professionals; and have
  - (vi) Completed the ECS Health and Safety Assessment (within the last 30 months) or hold a valid approved equivalent.

#### K10.4 **Datacomms Technicians**

- (a) Datacomms Technicians are responsible for the installation, commissioning and maintenance of structured cabling systems for datacomms systems. They must be able to demonstrate a wide knowledge and experience of the working environment and regulatory standards that work is carried out in.

## K10. Datacomms Grading Definitions continued

- (b) In addition Datacomms Technicians must have Supervisory experience, knowledge of emerging technologies and be capable of designing network modifications. They must know the most effective and economical way to do a job and know how to apply the Electricity at Work Regulation 1989, 22-29 & 31 and the Construction Industry Regulations.
- (c) Datacomms Technicians must have:
  - (i) Been graded as an Advanced Datacomms Specialist; and have at least three years' experience; or
  - (ii) Successfully completed an NVQ Level 3 in Electrotechnical Services Installation and Inspection Structured Cabling Systems and have three years post qualification experience; and have
  - (iii) Completed the ECS Health and Safety Assessment (within the last 30 months) or hold a valid approved equivalent.

### K10.5 **Datacomms Technicians – Certified Network Infrastructure Technician (CNIT)**

- (a) Datacomms Technicians (CNIT) are expected to manage structured cabling installation teams including operational planning and leadership. They must be able to conduct surveys for network infrastructure, project design and operational delivery management activities including the requirements for CDM, H&S documentation quality assurance, customer liaison and final handover activities.
- (b) Datacomms Technicians (CNIT) must have:
  - (i) Been graded as a Datacomms Specialist (CNCI) or an Advanced Datacomms Specialist; and have at least three years' experience; or have
  - (ii) A BTEC Level 4 Professional Award – Certified Network Infrastructure Technician (CNIT); and have
  - (iii) Completed the ECS Health and Safety Assessment (within the last 30 months) or hold a valid approved equivalent.

### K10.6 **Datacomms Designers – Certified Network Infrastructure Design Professionals (CNIDP)**

- (a) Datacomms Designers (CNIDP) are responsible for the design of networking solutions in all types of structured cabling solutions, including complex network infrastructure projects. They must be able to interpret customer requirements using the appropriate tools to produce compliant design solutions in accordance with national and international standards.
- (b) Datacomms Designers (CNIDP) must have completed:
  - (i) A BTEC Level 5 Professional Award - Certified Network Infrastructure Design Professional (CNIDP); and have
  - (ii) Completed the ECS Health and Safety Assessment (within the last 30 months) or hold a valid approved equivalent.

**K10.7 Datacomms Engineers**

- (a) Datacomms Engineers are responsible for the design, specification, estimation and documentation of large scale data or telecoms projects. They must be able to demonstrate extensive knowledge of appropriate European Directives and British, European and World Standards.
- (b) In addition Datacomms Engineers must have experience in designing all parts of data and (b) telecommunication jobs systems on large scale projects and can specify equipment, produce project documentation including drawings for large scale cabled LANs and wireless network systems.
- (c) Datacomms Engineers must have:
  - (i) Been graded as an Advanced Datacomms Specialist; and have at least three years' experience; or have
  - (ii) A degree in Datacomms Installation and Management; or have
  - (iii) An NVQ Level 3 in Electrotechnical Services Installation and Inspection Structured Cabling Systems and have six years post qualification experience; and have
  - (iv) Completed the ECS Health and Safety Assessment (within the last 30 months) or hold a valid approved equivalent.

**K10.8 Datacomms Managers - Certified Telecommunications Project Manager (CTPM)**

- (a) Datacomms Managers (CTPM) are responsible for complex infrastructure projects, particularly in the database environment, with a focus on pure project management activities. They must be able to monitor and maintain the progress of all projects with effective risk management and issue resolution.
- (b) Datacomms Managers must have:
  - (i) Been graded as a Datacomms Technician (CNIT); and have at least three years' experience; or have
  - (ii) A BTEC Level 4 Professional Award – Certified Telecommunications Project Management (CTPM); and have
  - (iii) Completed the ECS Health and Safety Assessment (within the last 30 months) or hold a valid approved equivalent.
- (c) If the formal Datacomms qualifications listed above are not held then ECS Related Discipline Cards for Datacomms Installer, Field Services Engineer or Telecoms Installer can be issued to individuals if they have the following:
  - (i) The employers endorsement and recommendation; and have
  - (ii) Completed the ECS Health and Safety Assessment (within the last 30 months) or hold a valid approved equivalent.

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## K11. Other Grades

K11.1 The following grades are also awarded by the SJIB from time to time to accommodate members working in areas allied to the industry. Please note the SJIB conditions need not necessarily apply to these grades:

- (a) Electrician (Marine)
- (b) Radio/Television Operative
- (c) Refrigeration Operative
- (d) Service Fitter
- (e) Telecommunications Operative
- (f) Approved Electrician (Instrumentation Artificer)
- (g) Approved Electrician (Marine)
- (h) Approved Instrument Pipefitter (Instrumentation Artificer)
- (i) Approved Panel Builder
- (j) Approved Radio/Television Operative
- (k) Approved Refrigeration Operative
- (l) Approved Service Fitter
- (m) Approved Telecommunications Operative
- (n) Electrical Machinery Technician
- (o) Panel Builder Technician
- (p) Radio/Television Technician
- (q) Refrigeration Technician
- (r) Technician (Marine)
- (s) Technician (Winder)
- (t) Telecommunication Technician

# SECTION L

Crediting Electrotechnical Competence (CEC) Scheme

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# SECTION L

Crediting Electrotechnical Competence (CEC) Scheme

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## L1. Ensuring Competence is Recognised

- L1.1 The CEC Scheme is primarily for practising Electricians who want to obtain industry-recognised qualifications, allowing them to qualify for SJIB grading. The Scheme enables candidates to have their previous experience and/or qualifications assessed, so that any skills or qualification requirements can be identified. The candidate can then upgrade their skills at college and in the workplace. Once qualified, candidates can then apply for an SJIB Grade (ECS) Card as an Electrician.
- L1.2 The need to have evidence of competence is even more necessary within the Electrical Contracting Industry. Recognising this requirement the Scottish Joint Industry Board (SJIB) in conjunction with the industry modified its Grading Scheme and developed the Crediting Electrotechnical Competence (CEC) Scheme. This Scheme is for those who:
- (a) cannot provide proof of apprenticeship; or
  - (b) completed their apprenticeship outside the UK; or
  - (c) do not hold an SVQ Level 3 Scottish Vocational Qualification (SVQ) Electrical Installations Certificate.
- L1.3 This Scheme will not only provide evidence of your competence but will promote consistent best practice and provide better job and career opportunities within the industry. If you are a practising Electrician, you should not have difficulty in achieving the SVQ Level 3.
- L1.4 SVQs recognise what a person is able to do at work and involves:
- (a) The skills and knowledge needed to do the job
  - (b) The ability to organise work
  - (c) Spotting and rectifying problems
  - (d) Working to deadlines
- L1.5 The concept of the SVQ's framework is that it is an assessment process of the individual's ability to competently perform to industry-set occupational standards. The assessment is workplace-based and relies more on you collecting evidence of work you have carried out rather than you being directly observed.

## L2. Benefits of the CEC Scheme

- L2.1 The benefits of completing the CEC Scheme are that it:
- (a) Allows you to qualify as an Installation Electrician.
  - (b) Allows you to qualify for the SJIB Grade (ECS) Card.
  - (c) Improves Health and Safety Awareness.
  - (d) Enables you to prove to an employer that you are competent.
  - (e) Improves future employment prospects.

## L3. Eligibility

- L3.1 Ideally you should be working or have substantial experience within the Electrical Contracting Industry.
- L3.2 You must provide evidence you have successfully completed the following training:
- (a) The ECS Health and Safety Assessment or a valid approved equivalent (completed within the last 30 months); and
  - (b) Scottish Building Standards (completed within the last three years); and
  - (c) SQA [SELECT] Customised Award in Requirements for Electrical Installations to BS 7671 (completed within the last five years); or
  - (d) City & Guilds IET Wiring Regulations – Full Course (completed within the last five years); or
  - (e) EAL Level 3 Award in Requirements for Electrical Installations BS 7671 (601/5321/0) (completed within the last five years); or
  - (f) LCL Level 3 Award in the Requirements for Electrical Installations BS 7671 (601/5665/X) (completed within the last five years).

## L4. Registration

- L4.1 In preparation for the CEC Scheme, all applicants should complete and return the following documentation and certificates to SECTT:
- (a) The CEC Scheme Application Form (shown as Appendix L2) available from [www.sjib.org.uk](http://www.sjib.org.uk);
  - (b) A CV which should consist of a list of references, detailing your work experiences, dates of employment with employers and the type of work you have undertaken;
  - (c) The ECS Health and Safety Assessment or a valid approved equivalent (completed within the last 30 months);
  - (d) Scottish Building Standards (completed within the last three years); and
  - (e) SQA [SELECT] Customised Award in Requirements for Electrical Installations to BS 7671 (completed within the last five years); or
  - (f) City & Guilds IET Wiring Regulations – Full Course (within the last five years); or
  - (g) EAL Level 3 Award in Requirements for Electrical Installations BS 7671 (601/5321/0) (completed within the last five years); or
  - (h) LCL Level 3 Award in the Requirements for Electrical Installations BS 7671 (601/5665/X) (completed within the last five years); and
  - (i) Copies of any other relevant qualifications / certificates.

## L5. Once Accepted

- L5.1 As soon as your application has been approved you will be allocated to a college where you will be expected to collate evidence in the form of a Portfolio. Any skill gaps identified during this process may result in you having to complete additional training.
- L5.2 In order to complete the CEC Scheme and the SVQ Level 3 you will have to undertake the Final Integrated Competence Assessment (FICA).

## L6. Completion of the CEC Scheme

- L6.1 Success depends on your ability to collect the agreed evidence that demonstrates to your Assessor that you have the competence to meet the standard.
- L6.2 When appropriate and after your application has been approved you will receive an SJIB Provisional Electrician's card which will be valid for 18 months.

## L7. Cost

- L7.1 CEC Candidates will have to pay for any courses, course materials and registration fees. This will vary as the amount of training and updating of skills will differ from candidate to candidate. Colleges will charge £500 for the completion of the SVQ Level 3 Portfolio, and SECTT require £250 (non refundable) to cover the costs of administration and registration.
- L7.2 Use the attached Flowchart (see Appendix L1) to find out if you qualify for the CEC Scheme.

Contact SECTT on:

**SECTT**

The Walled Garden  
Bush Estate  
Midlothian, EH26 0SE  
Tel: 0131 445 5659  
Email: [admin@ssectt.org.uk](mailto:admin@ssectt.org.uk)

Contact SJIB on:

**SJIB**

The Walled Garden  
Bush Estate  
Midlothian, EH26 0SE  
Tel: 0131 445 9216  
Email: [admin@sjib.org.uk](mailto:admin@sjib.org.uk)

# Appendix L1

## CREDITING ELECTROTECHNICAL COMPETENCE (CEC) SCHEME

The purpose of the CEC Scheme is for you to have your qualifications and experience assessed so that you can be graded as an Electrician

Have you served and completed an SJIB recognised apprenticeship either in the UK or abroad? and  
Do you have the appropriate certificates/documentation?

NO

Contact the SJIB  
on  
0131 445 9216.

For more information contact the SJIB.

YES

Are you currently working as an Electrician or have substantial experience in the Electrical Contracting Industry?

NO

YES

Can you provide evidence that you have successfully completed the following training:-

- (a) The ECS Health and Safety Assessment or a valid approved equivalent (completed within the last 30 months); and
- (b) Scottish Building Standards (completed within the last 3 years); and
- (c) SQA [SELECT] Customised Award in Requirements for Electrical Installations to BS7671 (completed within the last 5 years); or
- (d) City & Guilds IET Wiring Regulations – Full Course (completed within the last 5 years); or
- (e) EAL Level 3 Award in Requirements for Electrical Installations BS 7671 (601/5321/0) (completed within the last 5 years); or
- (f) LCL Level 3 Award in the Electrical Installations BS 7671 (601/5665/X) (completed within the last 5 years).

NO

For more information on SELECT's courses go to [www.select.org.uk](http://www.select.org.uk)

Alternatively contact your local college for more information on other recommended courses.

YES

Complete and return the CEC Application Form available at [www.sectt.org.uk/adulttraining.html](http://www.sectt.org.uk/adulttraining.html) to SECTT with the appropriate supporting documentation and administration and registration fees.

When appropriate and after your application has been approved you will receive an SJIB Provisional Electrician's card which will be valid for 18 months.

# Appendix L2

## APPLICATION FOR THE CREDITING ELECTROTECHNICAL COMPETENCE SCHEME (CEC)

Please read the guidance notes for this Scheme before submitting your application.

Please complete in BLOCK CAPITALS and return to SECTT

### Details of applicant

Surname		N.I. Number	
Forenames		Telephone	( )
Address		Mobile	
		Email	
Town		D.O.B	Gender M <input type="checkbox"/> F <input type="checkbox"/>
Postcode		Country of Origin	

### Details of employer

		Yes	No
Are you working as an Electrician at the moment?		<input type="checkbox"/>	<input type="checkbox"/>
Name of Employer		Address	
Town		Email	
Postcode		Telephone	( )
Contact		Mobile	

### Further Details

How many years' experience do you have as an Electrician?		Yes	No
Did you serve a recognised apprenticeship? If yes, enclose proof of apprenticeship.		<input type="checkbox"/>	<input type="checkbox"/>
Start date/year			
If Yes, name of Employer			

### Employment history

Please provide:

1. A detailed CV with your electrical installation work experience.
2. A list of electrical contractors you have worked for as an electrician.
3. References from the above employers detailing your employment status, period of employment and type of work undertaken. These should be on company headed paper.

### Qualifications

Please identify the relevant qualifications below and supply photocopies of certificates along with this application.

	Yes	No
City & Guilds 236 Part 1 or A; and	<input type="checkbox"/>	<input type="checkbox"/>
City & Guilds 236 Part 2 or B; or	<input type="checkbox"/>	<input type="checkbox"/>
Scotvec Modules (1985-1995) in Electrical Installation; or	<input type="checkbox"/>	<input type="checkbox"/>
SVQ Level 3 Electrical Installation (1995 onwards); and	<input type="checkbox"/>	<input type="checkbox"/>
ECS Health & Safety Assessment or an approved equivalent (completed within the last 30 months); and	<input type="checkbox"/>	<input type="checkbox"/>
Scottish Building Standards (completed within the last 3 years)	<input type="checkbox"/>	<input type="checkbox"/>
<b>*One of the following courses:</b>		
SQA [SELECT] Customised Award in Requirements for Electrical Installations to BS 7671*; or	<input type="checkbox"/>	<input type="checkbox"/>
City & Guilds IET Wiring Regulations – Full course*; or	<input type="checkbox"/>	<input type="checkbox"/>
EAL Level 3 Award in Requirements for Electrical Installations BS 7671* (600/5321/0).	<input type="checkbox"/>	<input type="checkbox"/>
LCL Level 3 Award in the Requirements for Electrical Installations BS 7671* (601/5665/X).	<input type="checkbox"/>	<input type="checkbox"/>

\*Must have been completed within the last five years. See CEC Scheme Guide for course details.

**\*These qualifications are mandatory and copies of certificates must be included with your application.**

**Notes:** Once completed please return this form along with one passport style photograph with your name and National Insurance Number printed on the reverse.  
When appropriate and after your application has been approved you will receive an SJIB Provisional Electrician's card which will be valid for 18 months.  
We will pass this information on to a designated college and they will need to see the original certificates you have identified above, before enrolment.  
The Registration and Administration Fee of £250 (non-refundable) must be included with this application. Please make cheques payable to SECTT.

# Appendix L2 continued

**I confirm that the information on this form is correct to the best of my knowledge and belief.**

Signed:	Date:

**FOR OFFICE USE ONLY**

	Signature	Date
Provisional Card Approved		
Fee Received <input type="checkbox"/>		

# SECTION **M**

Guidelines for the Appointment of and Tenure of Office by  
Shop Stewards and Senior Shop Stewards

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# SECTION M

Guidelines for the Appointment of and Tenure of Office by  
Shop Stewards and Senior Shop Stewards

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## M1. Introduction

- M1.1 The rules covering the appointment of Shop Stewards and Safety Representatives and their responsibilities are set down in the Rules of the Union. These agreed guidelines are intended to assist in the application of those rules as they apply in the Electrical Contracting Industry in Scotland. It is recognised that, by the nature of the contracting industry with small numbers of Operatives working in a great number of scattered locations and frequently moving from job to job, arrangements for the appointment of Shop Stewards and Senior Shop Stewards cannot be as simple as in an engineering works where all the Operatives work permanently in the same place.
- M1.2 Union Rule 18.1 reads:
- (a) At each workplace, the members employed at that workplace shall elect from amongst themselves, at least every three years, one or more of the following representatives:
    - (i) 18.1.1 Shop Stewards/Workplace Representatives
    - (ii) 18.1.2 Safety Representatives
    - (iii) 18.1.3 Learning Representatives
    - (iv) 18.1.4 Equality Representatives
    - (v) 18.1.5 Environment Representatives
- The election shall take place between 1st January and 31st March in each third year, and elected candidates shall take office for three years.
- Note:** The three year period referred to within this guidance should be aligned where possible to the three year electoral period timetable as set out within the Union's Constitutional Structures.
- M1.3 Where an election takes place during a current three year electoral period, the elected Shop Steward/Workplace Representative etc, will normally remain in position until the next electoral period commences.

## M2. Appointment of Senior Shop Stewards

- M2.1 In establishments where there are Shop Stewards in several departments, a Senior Shop Steward may be appointed.
- M2.2 An establishment where there are Shop Stewards in several departments may be defined as a large organisation working on a number of sites. (That is to say that the establishment is the firm and the departments are the sites on which it is working.) In such organisations, Senior Shop Stewards may be appointed.

## M3. Qualifications

- M3.1 It is desirable that Operatives appointed as Shop Stewards should have been continuously employed with their present employer as Journeymen for the previous two years but, if this is not possible, that they should have at least two years experience of working as Journeymen in the Electrical Contracting Industry.
- M3.2 The above guidance does not apply in the case of Apprentices who may wish to become involved in the Unite Young Members structures.
- M3.3 Senior Shop Stewards should preferably have been continuously employed with their present employer for at least three years prior to being appointed. If this is not possible, they should have had at least three years recent continuous employment in the industry. It is recognised as important that Operatives holding such an appointment should be familiar in some detail with the operations of the Electrical Contracting Industry and the policies and procedures of their own organisation.
- M3.4 Shop Stewards/Senior Shop Stewards should attend the Union's training courses, which are designed to ensure that they are familiar with:
- Union rules and policies;
  - The National Working Rules;
  - Agreements on wages and employment conditions in the Electrical Contracting Industry in Scotland; and
  - The procedures for dealing with any grievances that may arise among the workforce.

## M4. Elections

- M4.1 Union Rule 18.2 reads;  
The election of workplace representatives shall, where practicable, have a gender and ethnic balance at least reflecting the proportion of black, Asian and ethnic minority and female members which they represent.
- M4.2 The Union members employed in an organisation may nominate candidates for the position of Senior Shop Steward. The election of the Senior Shop Steward shall be decided by means of a vote in which all are eligible. Union members employed by the organisation shall be entitled to participate. The employer concerned should not be involved in the administrative arrangements for such elections, which should be the responsibility of the Union. Elections for Shop Stewards and Senior Shop Stewards should comply with the current Union Rules for the election of Workplace Representatives, as set out in Rule 18.1 and 18.2

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## M5. Senior Shop Stewards' Duties and Responsibilities

M5.1 Senior Shop Stewards should represent, to the management, the views of the Union members in the organisation as a whole. They should advise Shop Stewards in the firm on the correct procedures to follow. They should take up with the employer matters referred to them which a Shop Steward has been unable to resolve, or matters which affect more than one site or branch.

## M6. Procedures and Communication

M6.1 Senior Shop Stewards should be consulted by their employer with regard to developments in the industry. It is envisaged that they would be informed about developments and negotiations which affect the organisation as a whole or the industry in general.

M6.2 It is not envisaged that Senior Shop Stewards would be involved in handling individual grievances or dealing with matters of local interest appropriately dealt with at site level. This might, however, be necessary in such cases as small sites where there is not already an elected Steward.

M6.3 In the event that a matter is sufficiently serious to require the arrangement of a Regional Disputes Committee (i.e. Stage 3 of the Procedure for Handling and Resolving Individual and Collective Grievances – Section G, Appendix G8), the Senior Shop Steward must be advised. If it were agreed by all the parties concerned that a matter of principle or company or industry policy were involved, it might be appropriate for the Senior Shop Steward to be invited to attend such a meeting.

M6.4 Because of the widespread nature of the industry, employers will provide reasonable facilities for Senior Shop Stewards to contact site/branch Stewards in writing or by telephone as required, for them to carry out their function of representing the interests of all the Union members in the organisation. It is recognised that for Senior Shop Stewards to visit individual sites or for meetings of site Stewards to be arranged is not always practical in the Electrical Contracting Industry. However, in circumstances where a matter affecting the majority of the Operatives in the organisation is at issue, employers may give permission to a Senior Shop Steward to visit particular or selected sites. Arrangements for such a visit will only be made on receipt of a written request from a Regional Officer of the Union.

M6.5 It is preferable that an Operative appointed as a Senior Shop Steward should be employed from the employer's head office, main shop or branch in Scotland and, as far as is reasonably practicable, shall be employed on jobs near to that main centre to facilitate contact between the Senior Shop Steward and the management of the organisation.

- M6.6 Senior Shop Stewards are understood to be entitled to instruct Shop Stewards on the action to be taken in any given situation, within the confines of the Union Rules, and whilst observing the practices and procedures of the SJIB National Working Rules.
- M6.7 The procedures to be followed by Shop Stewards and Senior Shop Stewards are contained in the Union Rules, the Rules of the SJIB and any arrangements agreed with the employers which supplement the application of those rules.
- M6.8 It should be noted that neither the Union, nor the SJIB, shall condone any local arrangements which contradict the Union Rulebook or SJIB National Working Rules. In exceptional circumstances, whereby the Union Rulebook is at variance with the National Working Rules, any proposed local arrangement should be referred to the SJIB National Board for ratification prior to introduction.

## M7. Training

- M7.1 It is recognised that, under Section 168 of the Trade Union and Labour Relations (Consolidation) Act 1992, the Union may specify the training arrangements, with paid time off work, relevant to a union official's particular duties, which themselves attract paid time off.



# SECTION N

Guidelines for Safety Representatives and Safety Committees

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# SECTION N

Guidelines for Safety Representatives and Safety Committees

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## N1. Appointment of Safety Representatives

- N1.1 Unite the Union, as the Industry recognised Trade Union, may appoint Safety Representatives from amongst the Operatives where an employer employs one or more Operatives. Safety Representatives can also carry a dual role and also function as a Shop Steward. In circumstances whereby an existing Shop Steward also wishes to extend his role to cover Health and Safety matters, the appropriate Unite Safety Representative Credential Form should be completed and the employer notified of the additional function accordingly.
- N1.2 Equally, where an existing Operative who is not a Shop Steward wishes to take on the role of Safety Representative, he should contact the local Unite Office in order to request a Health and Safety Representative Credential Form.
- N1.3 Where Operatives are working on a number of sites at different locations, the employer may agree with the Union to the appointment of Safety Representatives as required in the circumstances.
- N1.4 Alternatively, suitable arrangements may be made for the communication of information on safety matters between Operatives and their Safety Representative(s) and, when necessary, for site visits by the Safety Representative(s).
- N1.5 The appointment of Safety Representatives is the prerogative of the Union and there is no legal entitlement for Operatives in a firm or on a particular site to elect Safety Representatives.
- N1.6 The Union shall notify the appointment of Safety Representatives to the employer concerned in writing. Until such time that written notification has been received by the employer from a Full-Time Officer of the Union, no such appointment shall be valid. Safety Representatives should be appointed wherever possible on a company basis rather than on a site basis, and should ordinarily be appointed for periods of not less than one year.
- N1.7 The objective should be to obtain a measure of stability in the appointments so that representatives gain experience over a number of years as this should be to the benefit of the Operatives they represent and the industry in general.
- N1.8 This means that if a Safety Representative moves from one site to another (with the same employer) he can still continue his functions as a safety representative even if the new site is one which he has not previously represented.
- N1.9 A person shall cease to be a Safety Representative when:
- the Union notifies the employer in writing that the appointment has been terminated; or
  - he ceases to be employed at the workplace (but if representing employees at more than one workplace, he may continue as safety representative so long as he is employed at any one of those places); or
  - he resigns.

N1.10 Where an employer has been notified in writing by or on behalf of a the Union of the names of the persons appointed as Safety Representatives and the group(s) of employees they represent, each Safety Representative shall have the functions set out in N2.1.

**Note:** There is no legal entitlement for employees in a particular organisation or a particular site to remove a Safety Representative from office, which is the prerogative of the Union. Recognising the problems that can be caused by the movement of labour in the contracting industry, it is agreed that for the purposes of these guidelines the workplace may be interpreted as the organisation in full or in part.

## N2. Safety Representatives' Functions

N2.1 In addition to representing Operatives in consultation with the employer, Safety Representatives shall have the following functions:

- (a) to investigate potential hazards and dangerous occurrences at the workplace and to examine the causes of accidents at the workplace;
- (b) to investigate complaints by any employee they represent relating to that employee's health, safety or welfare at work;
- (c) to make representations to the employer on matters arising from (a) and (b) above;
- (d) to make representations to the employer on general matters affecting the health, safety or welfare at work of their employees at the workplace;
- (e) to carry out inspections (see N5);
- (f) to represent the employees they are appointed to represent in consultations at the workplace with inspectors of the Health and Safety Executive and of any other enforcing authority;
- (g) to receive information from inspectors in accordance with the Health and Safety at Work Act;
- (h) to attend meetings of Safety Committees where they attend in their capacity as safety representatives in connection with any of the above functions.

N2.2 Without prejudice to sections 7 and 8 of the Health and Safety at Work Act, none of those functions given to a safety representative shall be construed as imposing any duty on him.

N2.3 If safety matters involve other organisations, the expected procedure will be for the Safety Representative to take the matter up with his employer's Safety Officer or manager with responsibility for safety matters, or the senior company representative on the site who would then take the matter up with the organisation concerned and report back to the Safety Representative.

N2.4 With reference N2.1 (f) and (g), employers should make every reasonable effort to advise Safety Representatives of visits by Factory Inspectors, even if such visits are unannounced.

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## N3. Qualifications

- N3.1 A person appointed as a Safety Representative shall either have been employed by his employer throughout the preceding two years or have had at least two years' experience in similar employment.
- N3.2 At least two years Journeyman experience in the Electrical Contracting Industry is an essential minimum requirement. Safety Representatives shall normally be appointed after successfully completing the industry's training course. Where this is not practicable, it shall be a condition of their appointment that they be prepared to undertake the necessary training.

## N4. Time off to Perform Functions

- N4.1 An employer shall permit a Safety Representative to take such time off with pay during the Operative's working hours as shall be necessary for the purposes of performing his functions and undergoing reasonable training to enable him to carry out his function as a Safety Representative.
- N4.2 The Union and employer representatives will agree a training programme suited to the industry's own requirements, which will be reviewed in the light of experience. For anyone to be confirmed in their appointment as a Safety Representative, it will be essential to have undertaken the agreed training programme. Until training has been satisfactorily completed, appointments shall only be on a provisional basis.

## N5. Inspections of the Workplace

- N5.1 Safety Representatives shall be entitled to inspect the workplace if the employer is given reasonable notice in writing and if there has not been an inspection within the previous three months. More frequent inspections may be carried out by agreement with the employer.
- N5.2 Where there has been a substantial change in the conditions of work, or the Health and Safety Executive/Commission have published relevant new information since the last inspection, Safety Representatives, after consultation with the employer, shall be entitled to carry out a further inspection (even if within three months of the previous one).
- N5.3 Where there has been a notifiable accident, disease or dangerous occurrence and it is safe for an inspection to be carried out, Safety Representatives may inspect the workplace for the purpose of determining the cause. They shall, where reasonably practicable, notify the employer of their intention to do so.
- N5.4 In the event of an accident at work which causes an individual to be absent for more than three working days, the employer shall ensure at an early opportunity that the Safety Representative concerned is aware of the circumstances of the accident.

- N5.5 The employer shall provide such facilities and assistance as the Safety Representatives may reasonably require (including facilities for independent investigation by them and private discussion with the Operatives) for the purpose of carrying out an inspection, but the employer shall not be precluded from being present during the inspection.
- N5.6 If they give the employer reasonable notice, Safety Representatives shall be entitled to inspect and take copies of documents relating to safety required to be kept by statutory provisions (except a document relating to the health record of an identifiable individual).
- N5.7 An employer shall make available to Safety Representatives information (relating to health, safety and welfare) necessary to enable them to fulfil their functions.

## N6. Safety Committees

- N6.1 An employer is required to establish a Safety Committee if requested in writing so to do by at least two Safety Representatives.
- N6.2 The employer is required to consult the Safety Representatives and Union representatives with regard to the Committee, which is to be established within three months of the request. A notice is to be prominently posted stating the composition of the Committee.
- N6.3 On large sites, if requests are received for the establishment of a Safety Committee, it may be appropriate for such a Committee to be representative, so far as is practicable, of all those employed on the site. If, on a large site, a number of electrical contracting employers have Safety Representatives appointed, there could be from amongst them one electrical representative appointed to any such Committee. It is unlikely that the establishment of a Safety Committee will be required on a small site where there should be regular communication between the employer and any Safety Representative on matters relating to health and safety. Safety Committees might well be required on a company basis as well as on major sites.

## N7. Failure by Employer to Grant Time to Perform Duties

- N7.1 Safety Representatives may apply to an Employment Tribunal if they are not permitted time off or are not paid for such time off to perform their functions or for reasonable training.
- N7.2 Any grievance in relation to the appointment of Safety Representatives, or the performance of their functions, should be taken up through the SJIB Procedure for Handling and Resolving Individual and Collective Grievances; Section G, Appendix G8.



# SECTION 0

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# SECTION 0

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**Scottish Joint Industry Board for the Electrical Contracting Industry**

The Walled Garden, Bush Estate,  
Midlothian, EH26 0SB

Telephone: 0131 445 9216

Fax: 0131 445 5548

[www.sjib.org.uk](http://www.sjib.org.uk)



