

SECTION E

SJIB Welfare Benefits

SECTION E

SJIB Welfare Benefits

E1	Operatives Covered by SJIB Welfare Benefits -----	98
E2	SJIB Employer Participants -----	98
E3	Obligation to Purchase Welfare Credits --	98
E4	Welfare Benefit Schemes -----	98
E5	Benefits -----	99
E6	Total Disability Waiver -----	100
E7	Exclusions from Benefits -----	100
E8	Definitions -----	101
E9	Notification of a Sickness Benefit Claim -----	101
E10	Notification of Other Benefit Claim -----	102
E11	Payment -----	102
E12	Relaxation of Rules Governing Entitlement to Welfare Benefits -----	102
E13	Administration of Schemes -----	103
E14	SJIB Contact Details -----	103

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^{continued}

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. 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
www.sjib.org.uk

