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HANDBOOK 2013

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MESSAGE FROM THE CHAIRMAN

When I took over as Chairman from my predecessor Sir Michael Latham in January 2012, I knew that life with the JIB would be busy and so it has proved.

The Electrical Contractors’ Association and Unite the Union succeeded in reaching a wage settlement for 2013 and 2014 after two years when no agreement could be reached. I commend the negotiators and their respective teams in arriving at a settlement in such a difficult economic environment. The agreement was accepted overwhelmingly by the JIB workforce in the ballot for acceptance. Both parties now have a platform to take the industry forward and to address the other issues which confront us.

In February, the supporters of the BESNA decided not to proceed with their proposed agreement. I have now spent a good deal of time meeting the senior representatives of the companies which supported the BESNA to understand their motives and thinking. I am pleased that six of the seven companies have remained in membership of our JIB because our industry is always stronger when we work together.

Much work has taken place behind the scenes within Unite the Union and the Electrical Contractors’ Association to address the issues which led to the BESNA and I believe that good progress is being made on that front. Everyone involved in the workings of the JIB sees the importance of a National framework of employment provisions and procedures which provide for fair and just Social Partnership and engagement and for the JIB to be the provider of this to the entire Electrical Contracting sector.

I am mindful that most JIB member companies and their employees played no part in the BESNA and continue to support the JIB and its objectives. The JIB in my opinion must continue to provide support and answers for every type of business, from the largest to the smallest. Each member counts and we must never forget that, particularly in the challenging economic environment which continues to beset the industry.

I am pleased to report that the Electrotechnical Certification Scheme goes from strength to strength and ECS card holders will be able to renew their cards online early in 2013.

The BlueSky Pension Scheme, led by Paul Bannister, Chief Executive, is making great strides forward as the new pension legislation comes into force and auto-enrolment requires every employer to develop a pension solution.
The JIB professional team, led by Steve Brawley, Chief Executive, continues to provide an excellent impartial service to companies and their employees. After 44 years in the office at Kingswood House in Sidcup, the whole JIB team moved in December to more modern premises at Swanley, where they will continue to serve the industry to the best of their ability.

Paul Corby  
Chairman, JIB for the Electrical Contracting Industry
WHAT IS THE JIB?

VISION STATEMENT
"Building on the principle of partnership, the parties to the JIB – the ECA and Unite the Union – are committed to ensuring the electrical contracting industry develops the most effective industrial relations and safety standards and practices in the electrotechnical sector."

MISSION STATEMENT
"To support the agreed initiatives of the parties in respect of the National Working Rules and related matters. It is the intention of the parties to:

- provide a relevant and quality service to JIB members.
- enhance the image, capability and profitability of the industry through the creation of a safe working environment and the utilisation of the required range of operatives' skills, up to the highest level and in the most efficient manner, within a regulated structure to ensure stable and quality employment."

The Electrical Contracting Industry comprises a great number of private enterprise firms, ranging from tiny firms employing one man to firms employing more than a thousand. It employs a large number of skilled men – time served, qualified electricians comprise 90 per cent. of its labour force.

It is mainly engaged in the Construction Industry and undertakes a wide variety of work, ranging from a simple electrical installation in a private house to the electrical work associated with the construction of a power station. All sorts of other specialised installation work-instrumentation, microelectronics, security devices and detectors, computer peripheral equipment including remote terminals, robotics, data communication equipment, electronic office equipment, ship work and the maintenance of all types of electrical installations is also undertaken by contracting firms.

During the 1950s and the early 1960s the Electrical Contracting Industry became known for the bad relationships between Union and Employers' Association with strikes and lockouts being the common method of dealing with problems. The Industrial Agreement allowed a wide variety of "plus-payments" for abnormal conditions and these were used as devices to claim increases in pay on sites and, frequently, were used for political purposes to stop production and construction.

By the early sixties, the Union, the Employers' Association and their members had become sick of the warfare and it was felt that the situation must be brought under control if the Industry was to continue to exist and if it was to retain the highly-skilled labour force which it needed.

NEW AGREEMENT
A new Executive at the EETPU concluded an Agreement which "Bought out" all site payments for an unprecedented increase of one shilling an hour. Following this, the EETPU and the Employers' Association embarked upon a policy of long-term period agreements in order to introduce stability and avoid the annual wage confrontation.

APPRENTICESHIP
The next stage was the 1965 Apprenticeship Agreement which, for the first time, insisted that technical qualifications were required for satisfactory completion of an apprenticeship and guaranteed paid release to attend college. 1983 saw a radically new system of training when progress depends upon achievement, both technical and practical, and not upon any age or service criteria. This was developed even further with the introduction of the 1999 JIB Training Scheme built
around National Vocational Qualifications and subsequently with the 2004 Training Scheme. The
government changed this further with the introduction of the QCF in 2011.

THE OBJECTS
The 1966/69 Industrial Agreement, as well as providing for annual wage increases, also provided
for the setting up of the JIB to replace the existing National and Area Joint Industrial Councils. The
objects of the Board are given as follows:

“The principal objects of the JIB are to regulate the relations between employers and employees
engaged in the Industry and to provide all kinds of benefits for persons concerned with the
Industry in such ways as the JIB 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 level of skill and proficiency, wages and welfare benefits of persons concerned in the
Industry.”

The aim of the JIB is, therefore, far reaching in seeking to generally improve the Industry, its status
and its productivity in the interests of the employer, the employees and the nation.

It goes far beyond a normal Industrial Agreement; the parties to the JIB seek at all times to develop
a common approach to all the problems which are encountered by an industry not only in their own
interests but in the public interest as well.

THE MANAGEMENT
The JIB came into being on 1st January, 1968.

Today, the JIB is governed by its National Board which consists of 10 representatives from Unite the
Union, 10 representatives from the Electrical Contractors’ Association and a Public Interest member.
It meets under its independent Chairman, Paul Corby.

Paul’s role is an especially important one. He is required not only to chair meetings but also to
ensure that, in its discussions, the Board maintains its high principles of mutual co-operation and, in
particular, that the public interest is also taken into account.

Unite the Union and the ECA also provide representatives to a number of specialised Committees
which control in detail the operation of National Board decisions.

In addition there is a Regional Board system. The country is divided into 6 Regions and each has a
Board comprising of at least five employer representatives and five Union representatives. The senior
employer and Union representative are, in general, members of the National Board. The Regional
Boards are responsible for everything which occurs within their Region and can decide all disputes
affecting the employment of labour within the Rules (ie only the National Board can decide wages
and conditions of employment).

All these Boards and Committees are serviced by an independent staff – working for neither
employer nor Union – with the prime responsibility of providing secretarial services and producing
independent facts, figures and research on which decisions can be based.
THE JIB FUNCTIONS

In addition to its secretarial duties, the JIB operates a number of services as decided by the National Board:

1. **Grading.** All operatives within the JIB are individually graded on technical qualifications and practical experience. Since its inception the JIB has graded over 250,000 operatives.

2. **Training.** The JIB registers and monitors the training of all apprentices in the Industry (currently about 11,000). JIB staff represent the Industry on various outside Education and Training Committees.

3. **Industrial Relations.** The Rules of the JIB require all disputes affecting the employment of labour (which are not settled on site) to be reported to the JIB. JIB National Officers deal with these disputes and encourage the disputes to be locally resolved; it is also their responsibility to ensure that the JIB Rules are strictly observed.

   Failing satisfaction, a Regional Board Dispute Committee one employer, one Union official unconnected with the dispute – is appointed and with the National Officer, investigates the dispute and decides it. Since the JIB started, its record on settling disputes has been exceptional and no Regional Board Dispute Committee has ever failed to reach a decision.

   The JIB is also heavily focused upon mediation whereby disputes are resolved without having to be heard by a Dispute Committee. The JIB is extremely successful in this area and consistently resolves over 95% of cases. The JIB is also involved at Government level and has a good relationship with acas.

4. **Productivity.** A number of services are provided to the Industry. A National Library of Standard Data has been developed based on work-studied times; booklets have been produced making comparative studies of all available Plant, Tools and Equipment.

5. **Welfare.** The JIB Agreements include a number of Benefits – Private health care, Sick Pay, Life and Disability Assurance, etc., which are operated by a credit system administered through the ECIBA.

6. **Health and Health Screening.** Probably one of the biggest single advances in the JIB Benefit Scheme was the introduction of the BUPA Health Scheme covering regular medical screening and the offer of private medical treatment. Since its introduction, over 50,000 persons have availed themselves of the free medical health screening facility.

7. **Membership.** The JIB deals and communicates with 5,000 companies, their operatives and apprentices. Detailed computerised records are maintained, individually, on member Firms, operatives and apprentices. This is an invaluable exercise since it provides the material for Manpower Planning and the development of future policies regarding all the activities of the Board with particular relevance to the costing and effect of Rule changes and improvements in welfare benefits. The JIB also holds records of everybody who has ever been issued with an ECS card (see below). There is also a regular enewsletter sent to members and subscribers.

8. **ECS.** The JIB is licensed to administer the Health & Safety Assessments under the Government’s anti-cowboy initiative, the Construction Skills Certification Scheme. Further details are contained in Section 10 and to date there have been over 328,000 ECS tests delivered.

These are only some of the activities carried out by the JIB. It has now been in operation for over forty years and, as a pioneering organisation, has had to overcome a number of unforeseen hurdles, a great deal of doubt and misapprehension, and successive crises as Government incomes policies have debarrd the JIB from the benefits that it would wish for the Industry.
Nevertheless it has been successful. From being a byword for bad industrial relations, the Industry is now recognised as a most responsible part of the building services sector. The standards of its labour force, as a result of better training and the grading structure, have been greatly improved. Productivity has steadily increased.

CONCLUSION

Much still has to be done in many areas, particularly in the field of making employment in the Industry more stable and secure. The JIB cannot claim to have cured all of the ills of the Industry but a great deal of progress has been made and, most important of all, it has established a forum and an environment in which all matters concerning the Industry can be discussed in a reasonable manner and where responsibility must be accepted.
The Rules of the JIB for the Electrical Contracting Industry
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NAME
1. The name of the Organisation shall be “THE JOINT INDUSTRY BOARD FOR THE ELECTRICAL CONTRACTING INDUSTRY” (hereinafter called “the JIB”).

DEFINITIONS
2. In these Rules, unless inconsistent with the subject or context:
   (a) “These Rules” means these Rules or other Rules of the JIB for the time being in force.
   (b) “The Industry” means the electrical contracting industry in all its branches in England and Wales, Northern Ireland, the Isle of Man and the Channel Islands and such other places as may from time to time be determined by the JIB, including the design, manufacture, sale, distribution, installation, erection, maintenance, repair and renewal of all kinds of electrical, electronic, instrumentation and environmental installations, equipment and appliances and ancillary plant activities.
   (c) “The Association” means the Electrical Contractors’ Association and any body or association resulting from an amalgamation of the Electrical Contractors’ Association 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 the Association and the Union.
   (f) “The National Board” means the National Board of the JIB, constituted as provided by these Rules and “Regional Board” means and includes any regional Board of the JIB, constituted as so provided.
   (g) “The Office” means the registered office for the time being of the JIB in the United Kingdom.
   (h) “The Chairman” and “the Director” respectively means the Chairman and the Director (or such other Person appointed as Chief Executive of the JIB by whatever title) for the time being of the JIB.
   (i) “The Secretary” means the Secretary for the time being of the JIB and any other person for the time being authorised to perform any of the duties of such Secretary.
   (j) “The By-Laws” means the by-laws of the JIB made pursuant to and in accordance with Rule 82 and for the time being in force.
   (k) “Month” means calendar month and “year” means calendar year.
   (l) “In writing” means written, printed or lithographed 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 JIB (but not otherwise) includes any corporate or unincorporated body, and words, importing persons shall be construed accordingly.
OBJECTS

3. The principal objects of the JIB are to regulate the relations between employers and employees engaged in the Industry and to provide all kinds of benefits for persons concerned with the Industry in such ways as the JIB 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 level of skill and proficiency, wages and welfare benefits of persons concerned in the Industry.

4. In the furtherance of, but without prejudice to, the generality of its principal objects, the JIB 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 and registration of employees within the Industry with a view to improving the level of skills and proficiency obtaining 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 to evaluate the sources of such output, with a view in particular to calculating and ascertaining the level of productivity in the Industry.

(e) To regulate and control the flow of employment within the Industry and the level of overtime work 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 JIB on any such disputes, to an independent authority, whether the same be a specified person or office or an agreed arbitrator.

(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 or management of all kinds of schemes for the provision of benefits of all kinds for or for the benefit of all concerned in the Industry including the employees of the JIB, 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, training, 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 including inter alia the
Section 1: Rules

promotion administration and management of a fund to be known as “the Provident Fund” in accordance with the provisions of Rule 87.

(j) To enter into agreements, on the joint or separate behalf of or otherwise for the joint or separate benefit of 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 formation 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 interests 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 other 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 safest and most efficient service in the provision of electrical, electronic, instrumentation and environmental installations and all matters connected therewith.

(o) To purchase, take on lease or hire or in any other way acquire any real or personal 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 real or personal property, rights and privileges of the JIB.

(p) To construct, alter and maintain any buildings required for the purposes of the JIB and to provide the same and any buildings or rooms in the occupation of the JIB with all proper 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 JIB.

THE OFFICES

5. The Office of the JIB, which shall also constitute the General Offices of the JIB, shall be situated at PO Box 127, Swanley, Kent BR8 9BH, or such place in the United Kingdom as the National Board shall from time to time resolve.
MEMBERSHIP

6. The Parties shall be and remain permanent members of the JIB.

7. The members of the JIB, other than the Parties, shall be divided into the following two classes:
   (a) Employer participants.
   (b) Employee participants.

8. No person shall be admitted as an employer participant or (as the case may be) as an employee participant of the JIB unless and until:
   (a) There shall have been delivered to the JIB 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 JIB such sum (if any) as may be payable by way of entrance fee in accordance with Rule 10.

9.(a) Any person who is for the time being a member of the Association, and who shall cause to be delivered to the JIB an appropriate application in accordance with paragraph (a) of Rule 8, shall, subject to paragraph (b) of Rule 8, be admitted as an employer participant of the JIB pursuant to such application.
   (b) Any person who is for the time being employed in the Industry by any member of the Association who is also an employer participant, and who shall cause to be delivered to the JIB, an appropriate application in accordance with paragraph (a) of Rule 8, shall, subject to paragraph (b) of Rule 8, be admitted as an employee participant of the JIB pursuant to such application.
   (c) Save as provided by paragraphs (a) and (b) of this Rule, no person shall be admitted either as an employer participant or as an employee participant of the JIB 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 (subject to Rule 8) 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 the Association or (as the case may be) the Union.

10. 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 JIB.

11.(a) The JIB 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 JIB.
   (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 JIB, the second part thereof shall contain the names and addresses of all the employer participants of the JIB and shall state whether each such participant is or is not a member of the Association, and the third part thereof shall contain the names and addresses of all the employee participants.
of the JIB and shall state whether each such participant is or is not a member of the Union. In addition, the JIB shall maintain at the office a Register of Installation Electricians and additional Registers as defined, from time to time, by the National Board. The said Registers shall state whether each member of the Registers is a member (be it employer participant or employee participant) of the JIB.

(c) The Parties shall be bound to supply the JIB with such information regarding their own respective memberships as the JIB 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 registers shall be open at all reasonable times to inspection by all members of the JIB.

RIGHTS AND OBLIGATIONS OF MEMBERS

12. Except where for any reason an eligible employee is unable to work in his trade every employer participant shall offer JIB grading to all employees eligible for grading under the definitions laid down, from time to time, by the National Board within four weeks of commencing employment. If, for any reason whatsoever, an eligible operative is not offered JIB grading by his employer, then he will be entitled to all the rights and privileges and be bound by the same obligations as enjoyed by an employee participant. Every employer and employee participant shall enjoy the following rights and privileges as may be determined from time to time by the JIB:

(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 operatives, increasing skills, improving methods of work, increasing safety, productivity and profitability, participation in the JIB Benefits Scheme and eligibility for BlueSky (the JIB Pension Scheme) 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 JIB 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 JIB 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.

13. Every member of the JIB shall be and remain bound by and shall at all times observe and comply with the provisions of these Rules, and of the by-laws.

14.(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 by 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 the Association or (as the case may be) of the Union, or as an employer or (as the case may be) employee so engaged, and
(ii) In the case of any kind of dispute or difference arising from the 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 JIB, to accept, rely upon and invoke the jurisdiction of the JIB, or of any person or body of persons in that behalf provided or recommended by or on behalf of the JIB 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 purposes of paragraph (a) (i) of this Rule:

(i) Nothing herein contained shall be deemed to affect the prerogative of employer participants to engage and dismiss their employees, and

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

15. Every employer participant and every employee participant shall be expected to supply for the confidential use of the JIB 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 JIB to carry out its functions.

Notwithstanding anything in these Rules, or any exemption given by the Data Protection Act 1998 (or any modification or replacement thereof), 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 JIB for the administration of the Electrotechnical Certification Scheme, other than for that purpose alone, unless expressly authorised by both the employer and employee of that employer.

16.(a) The employer participants and employee participants shall pay to the JIB 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.

(b) All employee participants shall be in possession of a current ECS/JIB Card denoting the holder's JIB grade.

CESSATION OF MEMBERSHIP

17. 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 JIB, and

(b) The National Board acting in its absolute discretion resolves that his membership be terminated.

18. The membership of an employee participant shall cease if:

(a) Such participant:

(i) Ceases to be an employee engaged in the Industry, or

(ii) Ceases to be employed by a JIB employer participant, or
(iii) Is in default with the payment of any subscription, contribution or other sum properly payable by him to the JIB, and

(b) The National Board acting in its absolute discretion resolves that his membership be terminated.

(c) When an employee participant ceases to be a member of the JIB he must return his JIB Grade Card to the JIB.

19. The membership of a JIB register shall cease if a member:

(a) Is in default with the payment of any subscription, contribution or other sum properly payable by him to the JIB, and

(b) The National Board, acting in its absolute discretion resolves that his membership be terminated.

20. Any employer participant, employee participant or member of a Register may resign his membership by giving not less than three months' notice in writing of his intention so to resign to the Secretary; and his membership shall forthwith cease upon the expiration of any such notice.

21. In the event of a person ceasing to be a participant or member of a Register, either pursuant to Rule 17, 18, 19 or 20, or by virtue of his expulsion from membership in accordance with Rule 22, or otherwise howsoever, all rights (if any) of whatsoever nature which such person may have against the JIB or its property shall forthwith determine, except to such extent (if any) as may be otherwise resolved by the National Board.

DISCIPLINE OF PARTICIPANTS

22.(a) Any employer participant or employee participant who, in the opinion of the National Board, has behaved in any manner contrary to Rules 13 or 14 or prejudicial to the interests of the JIB, 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 JIB;

(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 JIB, 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 JIB during such period;

(iv) The payment to the JIB 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 JIB.

(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.

(c) 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 50 or (as the case may be) Rule 51.

THE NATIONAL BOARD
23. The National Board shall consist of:
   (a) The Chairman.
   (b) Ten persons appointed by the Association in accordance with Rule 24.
   (c) Ten persons appointed by the Union in accordance with Rule 24.
   (d) The National Board may, at its discretion, appoint up to three additional members to represent the public interest (as defined by Rule 57).
   (e) The National Board may, at its discretion, authorise any of its properly constituted standing or other committees, to appoint additional members to the National Board to represent the interests of that standing or other committee.

24.(a) Every appointment of any such member of the National Board as is referred to in paragraphs (b) and (c) of Rule 23, shall be made by the Association or (as the case may be), the Union by notice in writing addressed to the Secretary, signed by a duly authorised officer of the Association 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 ten members of the National Board referred to in such paragraph (b) or (as the case may be) such paragraph (c) the Association or (as the case may be) the Union may fill such vacancy in manner aforesaid.
   (b) The Association 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 paragraph (b) or (as the case may be) paragraph (c) of Rule 23 by notice in writing addressed to the Secretary, signed by a duly authorised officer of the Association or (as the case may be) the Union and delivered to the Office.
   (c) 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.

25. Any such member of the National Board as is referred to in paragraphs (b) and (c) of Rule 23 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.

POWERS OF THE NATIONAL BOARD
26. The supreme executive authority of the JIB shall be the National Board, which shall be responsible for the management of the business of the JIB and the mode of expenditure of the funds of the JIB 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 JIB, and do all such acts and things as may be exercised and done by or on behalf of the JIB, but subject nevertheless to the provisions of these Rules and of the by-laws.
27. Subject to the provisions of Rule 31 the members of the National Board may act notwithstanding any vacancy or vacancies for the time being existing on the National Board.

PROCEEDINGS OF THE NATIONAL BOARD

28. 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.

29. On the request at any time of the Chairman or of any four members of the National Board the Secretary shall forthwith summon a meeting of the National Board.

30. Subject to the provisions of Rules 80, 81, 82 and 84, not less than fourteen clear days' notice in writing of every meeting of the National Board shall be given to all members of the National Board.

31.(a) The quorum necessary for the transactions of the business of the National Board shall be eleven members thereof, including the Chairman (if present), of whom at least five members shall be persons appointed by the Association and at least five 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.

32. Subject to the provisions of Rules 23 and 33 on every resolution or decision proposed at any meeting of the National Board each member thereof who is present shall have one vote.

33. Subject always to Rules 80, 81, 82 and 84, 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 meeting. In the event of an equality of votes the Chairman shall have a casting vote.

34. At every meeting of the National Board the Chairman shall be the chairman thereof, but if the Chairman be 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. Alternatively, the National Board may invite the Chief Executive to be chairman of that meeting, in which case he shall not have voting rights.

35. 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.

36. 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 were 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.

37. 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.
THE MANAGEMENT COMMITTEE

38. There shall be a standing Committee of the National Board known as the Management Committee.

39. The Management Committee shall consist of the Chairman and eight of the members for the time being of the National Board, of whom four shall be persons holding office as members pursuant to appointments made by the Association and four shall be persons holding office as members pursuant to appointments made by the Union.

40. The National Board shall from time to time choose from amongst its own number the members of the Management Committee (other than the Chairman), and may at any time in the like discretion terminate the tenure of office of any such member. In addition, the National Board shall from time to time choose from its own members two alternate members of the Management Committee of whom one shall be a person holding office as a member pursuant to appointment by the Association and one shall be a person holding office as a member pursuant to appointment by the Union. Alternate members may attend all meetings of the Management Committee as observers and, in the absence of any member appointed by their own party, be entitled to deputise fully for that member of the Management Committee and assume the full powers and functions of that member.

41. The office of a member of the Management Committee shall ipso facto be vacated if for any reason he ceases to be a member of the National Board.

42. There shall be vested in the Management Committee such powers, discretions, responsibilities and authorities, as may for the time being be and remain delegated to it by the National Board including the appointment of other committees in accordance with and subject to the provisions of Rules 49 and 50.

43. Subject to the provisions of Rule 46, the members of the Management Committee may act notwithstanding any vacancy or vacancies for the time being existing in the Management Committee.

44. The Management Committee shall hold a meeting at least twice in every year, and at such other time or times as the Management Committee shall decide.

45. At the request at any time of the Chairman or of any three members of the Management Committee the Secretary shall forthwith summon a meeting of the Management Committee.

46. The quorum necessary for the transaction of the business of the Management Committee shall be any six members thereof including the Chairman or such other number of members thereof as the National Board may from time to time prescribe.

47. Rules 25, 30, 31 (b) and 32 to 37 (both inclusive) shall apply to the Management Committee as if all references in such Rules to the National Board were references to the Management Committee.

48. There shall be vested in the Management Committee the powers and functions of the National Board under Rule 80 to make Determinations and such other matters referred to the Committee from time to time by the National Board without prejudice to the exercise of such powers and functions by the National Board and upon condition that there shall be no further delegation by the Management Committee pursuant to Rule 51. Decisions made by the Management Committee under Rule 80 are required to have a unanimous vote.
OTHER COMMITTEES OF THE NATIONAL BOARD

49. 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 54) of such persons (none of whom need necessarily be members of the National Board or members of the JIB) as the National Board may think fit, and to re-constitute, 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.

PROVISIONS GENERALLY APPLICABLE TO OTHER COMMITTEES OF THE NATIONAL BOARD

50. 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:

(i) The National Board shall not be entitled to delegate any of the powers vested in it by this Rule or by Rules 40, 81, 82 and 84.

(ii) In the event of any of the powers vested in the National Board by paragraph (a) of Rule 22 being delegated to any Committee of the National Board, paragraph (b) of that Rule shall apply as though all references therein to the National Board were references to that Committee.

51. Subject to any restriction, condition or direction 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 50, 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 (ii) to Rule 50 shall be deemed to apply mutatis mutandis to such powers of sub-delegation.

52. 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 50, or sub-delegated to and exercisable by any such Committee pursuant to Rule 51, 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.

THE CHAIRMAN

53. The Chairman shall be an independent person who shall be appointed to represent 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 next following the date when his appointment takes effect, but shall be eligible for reappointment at or at any time after such expiration.

54. 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 49.
55. Notwithstanding anything in these Rules contained, the Chairman shall be entitled to exercise on behalf of the JIB such of the powers, discretions, responsibilities and authorities of the JIB, 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.

56. 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.

PUBLIC INTEREST MEMBERS

57.(a) The Chairman shall be entitled to recommend up to five, at any one time, persons as members of the National Board to represent the Public Interest.

(b) The National Board (whose decision shall be conclusive) shall satisfy itself that any person so recommended shall be suitable to represent the Public Interest and shall have absolute discretion (without being obliged to give any reason for the mode of exercise thereof) to refuse to admit any person recommended by the Chairman as a Public Interest member.

(c) Public Interest members of the National Board appointed under paragraphs (a) and (b) above shall serve for a period of two years. At the end of their second year of office, Public Interest members may be eligible for reappointment for a further two years by the National Board.

(d) The National Board, acting in its absolute discretion, shall (without being obliged to give any reason for the mode of exercise thereof) be entitled to terminate the membership of a Public Interest member.

(e) Public Interest members shall be entitled to attend and vote at all meetings of the National Board.

THE DIRECTOR

58. The Director (or such other Person appointed as Chief Executive of the JIB by whatever title) 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.

59. The Director shall be entitled, ex-officio, to attend and to speak (but not to vote) at any meeting of the National Board, at any meeting of the Management Committee and of every Committee of the National Board constituted and for the time being in existence pursuant to Rule 51.

60. Subject to any directions from time to time given by the National Board, the Director:

(a) Shall be responsible on behalf of the JIB 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 Secretary and the permanent staff of the JIB, and the proper custody, maintenance and uses of all chattels, land, buildings and other tangible property for the time being belonging to the JIB.

(c) Shall exercise such other functions and responsibilities as may from time to time be assigned to him by the National Board.

61.(a) The Director (or such other person appointed as Chief Executive of the JIB by whatever title) shall keep all accounts as may be directed by the National Board and to the satisfaction of the
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auditors for the receipt and payment of all moneys, 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 JIB and who has given due notice to the Director the books of account and names of members of the JIB which such person may be entitled to inspect in accordance with the Trade Union Acts.

(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 JIB, which shall contain a detailed account of the income and expenditure during the preceding year.

THE SECRETARY

62. The Secretary shall ex-officio be the secretary of, and, subject to the discretions of 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 agenda and reports for all such meetings as aforesaid, and for ensuring on behalf of the JIB the fulfilment of all duties imposed upon it by statute.

REGIONAL BOARDS

63. The National Board shall have power, at any time 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.

64. Each Regional Board shall consist of a Chairman and a Deputy Chairman (who shall be appointed by the National Board) and up to sixteen other members appointed by the National Board, of whom up to eight shall be representatives of the employer participants and a similar number shall be representatives of the employee participants. Each member of the Regional Board shall have one vote and in the event of an equality of votes the Chairman shall have a second or casting vote. A quorum for the Regional Board shall be a minimum of four members (two of which shall be members of the Association and two of which shall be members of the Union), one of which must be either the Chairman or the Deputy Chairman.

65. Each Regional Board shall carry out such policies determined, from time to time, by the National Board as they affect JIB membership, the employment of labour, the training of apprentices, the prevention and resolution of disputes, the observance of the JIB Rules and generally to promote a good relationship and co-operation with clients and the general public within their respective geographic areas.

66. All of the provisions of Rules 50 to 52 (both inclusive) 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.

67. 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.
DISPUTES AND RIGHTS OF APPEAL

68.(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 the National Board has adjudicated upon a dispute, whether on appeal from a decision of a 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 50 or (as the case may be) Rule 51.

THE TRUSTEES

69. The Trustee or Trustees for the time being of the JIB shall be appointed by, and may at any time be removed from office by, the National Board, acting in its absolute discretion.

70. All of the real and personal estate belonging to the JIB shall be vested in the Trustee or Trustees in trust for the Board.

71. It shall be the duty of the Trustee or Trustees, without any personal liability therefor, 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 real or personal estate belonging to the JIB, 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 JIB; and every person ceasing to be 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 real or personal estate to the Trustee or Trustees for the time being.

FUNDS AND INVESTMENTS OF THE JIB

72. The National Board shall cause the JIB to maintain a bank account in the name of the Board. All cheques drawn on such bank account shall be signed by any two Trustees, or by such other person or body as the National Board may from time to time prescribe.

73. Any funds belonging to the JIB may be invested in such investments and generally in such manner as the National Board shall in its absolute discretion from time to time determine, and the National Board shall have the like discretion to determine to vary, transpose or realise all or any of the investments for the time being belonging to the JIB.

74. 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 JIB, shall be repaid to him out of the funds of the JIB.

75. 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 JIB emoluments at such rate (if any) as the National Board may in its discretion from time to time determine.

ACCOUNTS AND AUDIT

76. The National Board shall appoint auditors at a remuneration to be fixed by the Management Committee. The auditors shall audit and report on the accounts for each year in the form prescribed from time to time by the National Board.

77. The auditors of the JIB shall be such Chartered Accountants as shall from time to time be appointed by the National Board.

78. 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.

INSPECTION

79. The general books of the JIB shall be open at all reasonable times to inspection by every person having an interest in the funds of the JIB.

DETERMINATION OF WAGES AND CONDITIONS OF EMPLOYMENT

80.(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 or if it shall have delegated all or any of its powers and functions under this Rule to any Committee, that Committee, by a resolution passed unanimously by 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 that Committee, may determine for such period or periods as it may in its absolute discretion think fit the wages and conditions of employment to be paid and observed within the Industry for any zone or for any place within any zone.

(b) For the purposes of the negotiations:

(i) The Union’s negotiating team will consist of:
• 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)

(ii) The employers’ negotiating team will consist of:
• The ECA’s Chief Negotiator
• One representative of the larger companies
• The ECA’s Head of Employee Relations

(iii) A news blackout will apply at all stages of the negotiations, up to and including the Union’s JIB Shop Stewards report back meeting.
(iv) The outcome of the negotiations will be reported back to a meeting of JIB Shop Stewards.
(v) A consultative ballot may take place of Union members employed by JIB member companies. The JIB may assist the Union to verify that its list of Union members are employed by JIB companies, subject to the Union having legal clearance to release its records to the JIB for verification.
(vi) The final offer/agreement may accompany the Union ballot papers which may also be issued to JIB members for their information.
(vii) Six months’ notice will be provided by the JIB prior to the implementation of any substantive changes to the JIB agreements.
(viii) By agreement, joint negotiations may take place with representatives of the Union and SELECT on behalf of the SJIB consisting of the following:
  • One Full Time Officer
  • One Shop Steward in the employment of an SJIB member company
  • SELECT’s Chief Negotiator
  • SELECT’s Head of Employment Affairs

AMENDMENT, ADDITION TO AND RESCISSION OF THESE RULES
81.(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 in any way amend or add to these Rules or rescind any of these Rules except Rule 87 and this Rule 81 insofar as it applies to Rule 87.
(b) Rule 87 and this Rule 81 insofar as it applies to Rule 87 shall be revocable by the National Board only with the prior written approval of the Inland Revenue.

THE BY-LAWS
82.(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 from time to time and at any time make by-laws and rescind or alter any by-laws so made and for the time being in force.
(b) The by-laws shall not be inconsistent with the express provisions of these Rules, but subject as aforesaid the by-laws may regulate in any manner whatsoever any part or aspect whatsoever of the affairs of the JIB or any matter relating to or concerning the JIB in any way (including the rights and obligations of the members of the JIB), to the intent that every by-law made in accordance with paragraph (a) of this Rule, and which is not inconsistent with the express provisions of these Rules, shall, until the same 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 by-laws.

PERIOD OF OPERATION OF, AND DISSOLUTION OF, THE JIB
83. The JIB shall continue to operate until dissolved in accordance with Rule 84.
84. 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 JIB be dissolved. In the event of such resolution being passed the JIB shall be dissolved at the expiration of six months after the passing of the same.

85. In the event of a dissolution of the JIB any surplus assets belonging to the JIB, and remaining after the payment and discharge of all the lawful debts and liabilities of the JIB 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 JIB, or (failing any such agreement) shall be divided equally between the Parties.

NOTICES

86. Every notice required by these Rules to be served on any member of the National Board or of the Management Committee may be served on him either personally or by sending it through the post in a prepaid letter or by any other means of facsimile transmission as is generally accepted, addressed to such member at the address supplied by him to the Secretary for the giving of notices to them. Any such notice, if served by post or other means of facsimile transmission, 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 Post Office or other generally accepted carrier.

PROVIDENT BENEFITS

87.(a) The Provident Fund shall be promoted, administered and managed for the sole purpose of providing Provident Benefits as defined in Section 338(2) of the Income and Corporation Taxes Act 1970 ("the Taxes Act") which may from time to time be made to members of sums up to the amounts and in the manner specified in Section 338 of the Taxes Act as amended by the Finance (No. 2) Act 1975 and any subsequent enactment amending, re-enacting or replacing the same and the JIB shall be precluded from providing Provident Benefits as so defined in excess of the said amounts.

(b) The Provident Benefits which may be made from the Provident Fund are any payment made to a member during sickness or incapacity from personal injury or while out of work, or to an aged member by way of superannuation, or to a member who has met with an accident, or has lost his tools by fire or theft, and includes a payment in discharge or aid of funeral expenses on the death of a member or the wife of a member or as provision for the children of a deceased member.

(c) The entire capital (howsoever arising) of the Provident Fund and any income thereof shall be applicable for and applied to the provision of the aforesaid Provident Benefits only and may be invested in such investments and generally in such manner as the National Board shall in its absolute discretion from time to time determine and the National Board shall have the like discretion to determine to vary, transpose or realise all or any of the investments for the time being belonging to the Provident Fund.

(d) The National Board shall make payments from the Provident Fund in accordance with the provisions of this Rule only at such times and to such members as it shall from time to time in its absolute discretion think fit.
Section 2

National Working Rules for the Electrical Contracting Industry
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SEX DISCRIMINATION ACT 1975

For the avoidance of doubt the terms employer, employee, operative and any other terms used in
these rules are intended to apply equally to men and women.

Therefore where for simplicity the masculine pronoun has been used this is intended to apply
equally to men and women.
INTRODUCTION

The JIB National Working Rules are made under Rule 80 of the Rules of the JIB, as the National Joint Industrial Council for the Electrical Contracting Industry.

The principal objects of the JIB are to regulate the relations between employers and employees engaged in the Industry and to provide all kinds of benefits for persons concerned with the industry in such ways as the JIB 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, wages, and welfare benefits of persons concerned in the Industry.

The Industry means the Electrical Contracting Industry in all its aspects in England, Wales, Northern Ireland, the Isle of Man and the Channel Islands and such other places as may from time to time be determined by the JIB, including the design, manufacture, sale, distribution, installation, erection, maintenance, repair and renewal of all kinds of electrical installations, equipment and appliances and ancillary plant activities.

NOTES of GUIDANCE are printed in italics beneath the paragraphs to which they refer and are indicated by the letters NG.

The matters referred to in the Notes of Guidance are the minimum requirements expected under the JIB National Working Rules and are not exclusive.

1. GENERAL

These JIB National Working Rules and Industrial Determinations supersede previous Rules and Agreements made between the constituent parties of the National Joint Industrial Council for the Electrical Contracting Industry and shall govern and control the conditions for electrical, instrumentation and control engineering, data and communications transmission work, its installation, maintenance and its dismantling and other ancillary activities covered by the JIB and shall come into effect in respect of work performed on and after Tuesday, 2nd January 2001. These Rules apply nationally and in such manner as may be determined from time to time by the JIB National Board.

All aspects of the JIB Machinery, including the Disciplinary, Grievance and Conciliation Procedures, are a creation of the constituent Parties: Unite the Union and the ECA. The effectiveness, honouring and credibility of the JIB Agreement in total lies with these two organisations. Consequently no other organisations of the same category are recognised for representational or negotiating purposes under the JIB Procedures.

Further information on the Parties can be obtained directly from Unite the Union (tel: 020 8462 7755) and the ECA (tel: 020 7313 4800).

1.1 Principal Obligations and Rules

1.1.1 All employer members and operative members must comply with the decisions, regulations, agreements and the National Working Rules made by or with the authority of the JIB National Board.

1.1.2 All employer members must fully participate in the JIB Benefit Schemes.

1.1.3 All employer members must offer the facility to be graded and enrolled into the JIB to all relevant employed operatives. The rejection of this facility by an operative must be formally notified to the JIB.
1.1.4 All disputes affecting the employment of enrolled operatives and/or the application of the National Working Rules will be referred to the JIB for resolution. The outcome of such referrals will, subject to the right of appeal, be binding on the Parties to the issue.

1.1.5 Unite the Union is committed to no Unofficial Action being countenanced or undertaken without the entering and completion of the appropriate procedure. The above can be subject to amendment within the sectorised sub-agreements of the JIB National Agreement.

2. **GRADING**

   Graded operatives shall comply in all respects with the Grading Definitions (set out in Section 4 of the JIB Handbook) in carrying out the work of the Industry, erect their own mobile scaffolds and use such power operated and other tools, plant, etc., as may be provided by their employer and the JIB Graded Rates of Wages shall be paid. Grading shall only be valid if the grade has been formally issued by the JIB.

   Nothing in these Rules shall prevent the maximum flexibility in the employment of skilled operatives.

   **NG Operatives must obtain a valid Electrotechnical Certification Scheme Card (ECS) from the JIB ECS and Grading Department. Employers may require a valid ECS Card as part of their Quality Assurance control.**

3. **WORKING HOURS**

   For the application of National Working Rules 3.1, 9.1, 9.2, 9.3, 9.4, 9.6 and 9.7 in accordance with regulation 23 of The Working Time Regulations 1998, for employees 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 11(2) (weekly rest periods for adults); and
   - 12(1) (rest breaks for adults),

   is 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. This is the reference period that will apply for the purpose of regulations 6(3)(a) (ie the period over which night work hours are averaged) the period shall be 52 weeks.

3.1 **Standard Working**

   The working week will be 37½ hours. The working week shall normally be on a Monday to Friday basis but alternative arrangements can be mutually agreed between the employer and the employee.

   The first 7½ hours of each working day between the times of 7.00 am to 7.00 pm shall constitute a working day and shall be paid at the appropriate rate ie flat day rate or enhanced for shift premiums, flexible working premiums or weekend working.

   The first 37½ hours paid in any pay week at an operative's normal hourly rate of pay shall meet an employer's contractual commitment for the payment of wages for the normal working week in any pay week.
Day workers (operatives other than those employed on shift or night work or on any work carried out beyond working hours) shall be paid at the rate of time and a half of the appropriate hourly rate of pay for time worked before 7.00 am or after 7.00 pm on any day or at such higher rate as might otherwise apply under these National Working Rules.

Meal breaks, including washing time, shall be unpaid of one hour duration or lesser period at the employer’s discretion and shall not be exceeded. The employer shall declare the working days and hours (including breaks) on each job.

3.2 Part-time Working
Part-time working is permissible by mutual agreement between an employer and operative. The arrangements for part-time working will be in accordance with the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000 and the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000 (Amendment) Regulations 2002.

4. UTILISATION OF WORKING HOURS
There shall be full utilisation of working hours which shall not be subject to unauthorised breaks. Time permitted for tea breaks shall not be exceeded.

Bad time-keeping and/or unauthorised absence from the place of work, during working hours, shall be construed as Industrial Misconduct.

Meeting of operatives shall not be held during working hours except by arrangement with the Job/Shop Representative and with the prior permission of the employer or the employer’s site management or the employer’s representative.

5. TOOLS
The employer shall provide all power-operated and expendable tools as required; operatives shall act with the greatest possible responsibility in respect of the use, maintenance and safe-keeping of tools and equipment of their employer.

The operative shall have a kit of hand tools appropriate for carrying out efficiently the work for which he is employed; the kit shall include a lockable tool box.

The employer shall provide, where practicable, suitable and lockable facilities for storing operatives’ tool-kits.

6. WAGES (Graded Operatives)
6.1 National Standard Rates
6.1.1 National Standard Rates
These rates of pay apply to:

(a) all JIB graded operatives; and

(b) JIB apprentices registered BEFORE Monday 7th January 2013.

The National Standard JIB Graded Rates of Wages (hereinafter called the JIB Rates of Wages) shall be those from time to time determined by the JIB.

The JIB Rates of Wages appropriate to operatives and apprentices registered before Monday 7th January 2013 shall be such rates for their grades as the JIB may from time to time determine to be appropriate for their grade in the place where they are working and they shall be paid no more and no less wages.
Apprentices registered **ON OR AFTER** Monday 7th January 2013 will be paid 2 separate rates of pay. These shall be determined upon whether or not the apprentice is at work or at college (or at an approved training establishment in line with their apprenticeship).

Apprentices registered on or after Monday 7th January 2013 will receive a different rate of travelling time to those registered before this date although their Travel Allowance will be the same as those registered before this date.

**THE NATIONAL STANDARD JOB EMPLOYED RATE FALLS INTO TWO CATEGORIES**

Two different wage rates shall apply to JIB Graded operatives and apprentices working on site, depending on whether the employer transports them to site or whether they provide their own transport. The two categories are:

6.1.1.1 **Job Employed (Transport Provided)**

Payable to an operative who is transported to and from the job by his employer. The operative shall also be entitled to payment for travelling time, when travelling in his own time, as detailed in the appropriate scale.

6.1.1.2 **Job Employed (Own Transport)**

Payable to an operative who travels by his own means to and from the job. The operative shall be entitled to payment for travel allowance and also travelling time, when travelling in his own time, as detailed in the appropriate scale. There is a separate rate to accommodate those few operatives and apprentices who are employed permanently at the shop and who do not work on site.

6.1.2 **Productivity and Incentive Schemes**

Employers and operatives, with the involvement of the local full time Unite the Union official, 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.

6.2 **London Rates**

The London Rates fall into three categories on the same basis as the National Standard Rates ie Shop Employed, Job Employed (Transport Provided) and Job Employed (Own Transport).

6.2.1 **Definition of London Zone**

That area lying within and including the M25 London Orbital Motorway.

6.2.2 **Application**

London Rates as determined from time to time by the JIB shall apply to all operatives and (at separate rates) to apprentices working on jobs in the London Zone as defined above in 6.2.1.

Such London Rates shall also apply to any operative or apprentice who has been working from a London based shop in the London Zone for not less than 12 weeks and who is sent by his employer to a job out of the London Zone for a period of not more than 12 weeks or for the duration of one particular contract, whichever is the longer.

London Rates shall apply to all paid hours including overtime and shift premium payments (National Working Rules 8 and 9), statutory holiday payments (National Working Rule 12) and travelling time payments (National Working Rule 11.2).
6.3 Responsibility Money

Approved Electricians in charge of work, who undertake the supervision of other operatives, shall be paid responsibility money as determined from time to time by the JIB National Board, currently not less than 10p and not more than £1.00 per hour. The supervision of apprentices or trainees is a responsibility of all skilled personnel and the supervision of "other operatives" does not include apprentices/trainees for the purposes of payment of responsibility money.

Responsibility payments shall be enhanced by overtime and shift premiums where appropriate.

Wages (National Standard Rates)

From and including 4th January 2010 (except those marked*, which came into effect from 4th October 2010), the JIB hourly rates for operatives shall be:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Job Employed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Transport Provided</td>
</tr>
<tr>
<td>Electrical / Site Technician</td>
<td>£15.38</td>
</tr>
<tr>
<td>Mechanical Technician*</td>
<td></td>
</tr>
<tr>
<td>Cable Installation Supervisor</td>
<td></td>
</tr>
<tr>
<td>(or equivalent specialist grade)</td>
<td></td>
</tr>
<tr>
<td>Approved Electrician</td>
<td></td>
</tr>
<tr>
<td>Advanced Craftsperson*</td>
<td>£13.59</td>
</tr>
<tr>
<td>Cable Foreman</td>
<td></td>
</tr>
<tr>
<td>Approved Jointer</td>
<td></td>
</tr>
<tr>
<td>(or equivalent specialist grade)</td>
<td></td>
</tr>
<tr>
<td>Electrician</td>
<td></td>
</tr>
<tr>
<td>Craftsperson*</td>
<td>£12.45</td>
</tr>
<tr>
<td>Leading Cable Hand Jointer</td>
<td></td>
</tr>
<tr>
<td>(or equivalent specialist grade)</td>
<td></td>
</tr>
<tr>
<td>Trainee Electrician (Stage 3)</td>
<td>£11.38</td>
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<tr>
<td>Mechanical Trainee* (Stage 3)</td>
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<tr>
<td>Trainee Electrician (Stage 2)</td>
<td>£11.20</td>
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<tr>
<td>Mechanical Trainee* (Stage 2)</td>
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<tr>
<td>Senior Graded Electrical Trainee</td>
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<tr>
<td>Electrical Improver</td>
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<tr>
<td>Trainee Electrician (Stage 1)</td>
<td>£9.89</td>
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<tr>
<td>Mechanical Trainee* (Stage 1)</td>
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<tr>
<td>Adult Trainee Labourer</td>
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<td>Apprentice (Stage 4)</td>
<td>£9.82</td>
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<td>Apprentice (Stage 3)</td>
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<td>Apprentice (Stage 2)</td>
<td>£6.41</td>
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<tr>
<td>Apprentice (Stage 1)</td>
<td>£4.35</td>
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Wages (London Rates)

From and including **4th January 2010** (except those marked*, which came into effect from 4th October 2010), the JIB hourly rates for operatives shall be:

<table>
<thead>
<tr>
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<td></td>
<td>Transport Provided</td>
</tr>
<tr>
<td>Electrical / Site Technician</td>
<td>£17.23</td>
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<tr>
<td>Mechanical Technician*</td>
<td></td>
</tr>
<tr>
<td>Cable Installation Supervisor</td>
<td></td>
</tr>
<tr>
<td>(or equivalent specialist grade)</td>
<td></td>
</tr>
<tr>
<td>Approved Electrician</td>
<td>£15.22</td>
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<tr>
<td>Advanced Craftsperson*</td>
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<tr>
<td>Cable Foreman</td>
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<tr>
<td>Approved Jointer</td>
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<td>(or equivalent specialist grade)</td>
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<td>Electrician</td>
<td>£13.94</td>
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<td>Craftsperson*</td>
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<td>Leading Cable Hand Jointer</td>
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<td>(or equivalent specialist grade)</td>
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<tr>
<td>Trainee Electrician (Stage 3)</td>
<td>£13.24</td>
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<tr>
<td>Mechanical Trainee* (Stage 3)</td>
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<tr>
<td>Trainee Electrician (Stage 2)</td>
<td>£12.54</td>
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<tr>
<td>Mechanical Trainee* (Stage 2)</td>
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<tr>
<td>Senior Graded Electrical Trainee</td>
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<tr>
<td>Electrical Improver</td>
<td></td>
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<tr>
<td>Trainee Electrician (Stage 1)</td>
<td>£11.08</td>
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<tr>
<td>Mechanical Trainee* (Stage 1)</td>
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<tr>
<td>Adult Trainee</td>
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</tr>
<tr>
<td>Labourer</td>
<td></td>
</tr>
<tr>
<td>Apprentice (Stage 4)</td>
<td>£11.00</td>
</tr>
<tr>
<td>Apprentice (Stage 3)</td>
<td>£10.39</td>
</tr>
<tr>
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<td>£7.18</td>
</tr>
<tr>
<td>Apprentice (Stage 1)</td>
<td>£4.87</td>
</tr>
</tbody>
</table>
From and including **Monday 7th January 2013** the JIB hourly rates for
(a) graded operatives; and
(b) apprentices registered before Monday 7th January 2013 shall be:

(i) **National Standard Rates**

<table>
<thead>
<tr>
<th>Grade</th>
<th>Job Employed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Transport Provided</td>
</tr>
<tr>
<td>Electrical / Site Technician</td>
<td>£15.61</td>
</tr>
<tr>
<td>Mechanical Technician</td>
<td></td>
</tr>
<tr>
<td>Cable Installation Supervisor</td>
<td></td>
</tr>
<tr>
<td>(or equivalent specialist grade)</td>
<td></td>
</tr>
<tr>
<td>Approved Electrician</td>
<td></td>
</tr>
<tr>
<td>Advanced Craftsperson</td>
<td></td>
</tr>
<tr>
<td>Cable Foreman</td>
<td></td>
</tr>
<tr>
<td>Approved Jointer</td>
<td></td>
</tr>
<tr>
<td>(or equivalent specialist grade)</td>
<td></td>
</tr>
<tr>
<td>Electrician</td>
<td></td>
</tr>
<tr>
<td>Craftsperson</td>
<td></td>
</tr>
<tr>
<td>Leading Cable Hand</td>
<td></td>
</tr>
<tr>
<td>Jointer</td>
<td></td>
</tr>
<tr>
<td>(or equivalent specialist grade)</td>
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<td>Senior Graded Electrical Trainee</td>
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<tr>
<td>Trainee Electrician (Stage 1)</td>
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</tr>
<tr>
<td>Adult Trainee</td>
<td></td>
</tr>
<tr>
<td>Labourer</td>
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</tr>
<tr>
<td>Apprentice (Stage 4)</td>
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</tr>
<tr>
<td>Apprentice (Stage 3)</td>
<td>£9.42</td>
</tr>
<tr>
<td>Apprentice (Stage 2)</td>
<td>£6.51</td>
</tr>
<tr>
<td>Apprentice (Stage 1)</td>
<td>£4.42</td>
</tr>
</tbody>
</table>

From and including **Monday 7th January 2013**, the hourly rates for apprentices registered on or after Monday 7th January 2013 shall be:

<table>
<thead>
<tr>
<th>Grade</th>
<th>At College</th>
<th>At Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apprentice (Stage 4)</td>
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<tr>
<td>Apprentice (Stage 3)</td>
<td>£8.53</td>
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<tr>
<td>Apprentice (Stage 2)</td>
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<tr>
<td>Apprentice (Stage 1)</td>
<td>£4.05</td>
<td>£4.60</td>
</tr>
</tbody>
</table>
(ii) **London Rate**

For operatives and apprentices engaged upon work falling within the terms of JIB National Working Rule 6.2 will be:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Job Employed</th>
<th>Transport Provided</th>
<th>Own Transport</th>
<th>Shop Employed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical / Site Technician</td>
<td>£17.49</td>
<td>£18.37</td>
<td>£16.36</td>
<td></td>
</tr>
<tr>
<td>Mechanical Technician</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cable Installation Supervisor</td>
<td>(or equivalent specialist grade)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approved Electrician</td>
<td>£15.45</td>
<td>£16.31</td>
<td>£14.32</td>
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</tr>
<tr>
<td>Advanced Craftsperson</td>
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<td>Cable Foreman</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approved Jointer</td>
<td>(or equivalent specialist grade)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrician</td>
<td>£14.15</td>
<td>£15.05</td>
<td>£13.05</td>
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</tr>
<tr>
<td>Craftsperson</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leading Cable Hand</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jointer</td>
<td>(or equivalent specialist grade)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trainee Electrician (Stage 3)</td>
<td>£13.44</td>
<td>£14.30</td>
<td>£12.40</td>
<td></td>
</tr>
<tr>
<td>Mechanical Trainee (Stage 3)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trainee Electrician (Stage 2)</td>
<td>£12.73</td>
<td>£13.55</td>
<td>£11.93</td>
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<tr>
<td>Mechanical Trainee (Stage 2)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Graded Electrical Trainee</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical Improver</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trainee Electrician (Stage 1)</td>
<td>£11.25</td>
<td>£12.07</td>
<td>£10.08</td>
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<tr>
<td>Mechanical Trainee (Stage 1)</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Adult Trainee</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labourer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apprentice (Stage 4)</td>
<td>£11.17</td>
<td>£12.04</td>
<td>£10.31</td>
<td></td>
</tr>
<tr>
<td>Apprentice (Stage 3)</td>
<td>£10.55</td>
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<tr>
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<tr>
<td>Apprentice (Stage 1)</td>
<td>£4.94</td>
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<td>£4.61</td>
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</table>

From and including **Monday 7th January 2013**, the hourly rates for apprentices registered on or after Monday 7th January 2013 shall be:

<table>
<thead>
<tr>
<th>Apprentice</th>
<th>At College</th>
<th>At Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apprentice (Stage 4)</td>
<td>£10.16</td>
<td>£11.20</td>
</tr>
<tr>
<td>Apprentice (Stage 3)</td>
<td>£9.55</td>
<td>£10.42</td>
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<tr>
<td>Apprentice (Stage 2)</td>
<td>£6.60</td>
<td>£7.28</td>
</tr>
<tr>
<td>Apprentice (Stage 1)</td>
<td>£4.54</td>
<td>£5.15</td>
</tr>
</tbody>
</table>
From and including **Monday 6th January 2014** the JIB hourly rates for
(a) graded operatives; and
(b) apprentices registered before Monday 7th January 2013 shall be:

**(i) National Standard Rates**

<table>
<thead>
<tr>
<th>Grade</th>
<th>Job Employed</th>
<th>Transport Provided</th>
<th>Own Transport</th>
<th>Shop Employed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical / Site Technician Mechanical Technician Cable Installation Supervisor (or equivalent specialist grade)</td>
<td></td>
<td>£15.92</td>
<td>£16.73</td>
<td>£14.90</td>
</tr>
<tr>
<td>Approved Electrician Advanced Craftsperson Cable Foreman Approved Jointer (or equivalent specialist grade)</td>
<td></td>
<td>£14.07</td>
<td>£14.86</td>
<td>£13.05</td>
</tr>
<tr>
<td>Electrician Craftsperson Leading Cable Hand Jointer (or equivalent specialist grade)</td>
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<td>£12.89</td>
<td>£13.70</td>
<td>£11.88</td>
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<tr>
<td>Trainee Electrician (Stage 3) Mechanical Trainee (Stage 3)</td>
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<td>£13.02</td>
<td>£11.29</td>
</tr>
<tr>
<td>Trainee Electrician (Stage 2) Mechanical Trainee (Stage 2) Senior Graded Electrical Trainee Electrical Improver</td>
<td></td>
<td>£11.60</td>
<td>£12.34</td>
<td>£10.72</td>
</tr>
<tr>
<td>Trainee Electrician (Stage 1) Mechanical Trainee (Stage 1) Adult Trainee Labourer</td>
<td></td>
<td>£10.24</td>
<td>£11.00</td>
<td>£9.18</td>
</tr>
<tr>
<td>Apprentice (Stage 4) Apprentice (Stage 3) Apprentice (Stage 2) Apprentice (Stage 1)</td>
<td></td>
<td>£10.17</td>
<td>£10.97</td>
<td>£9.39</td>
</tr>
<tr>
<td></td>
<td></td>
<td>£9.61</td>
<td>£10.40</td>
<td>£8.83</td>
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<tr>
<td></td>
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<td></td>
<td></td>
<td>£4.51</td>
<td>£5.27</td>
<td>£4.19</td>
</tr>
</tbody>
</table>

From and including **Monday 6th January 2014**, the hourly rates for apprentices registered on or after Monday 7th January 2013 shall be:

<table>
<thead>
<tr>
<th></th>
<th>At College</th>
<th>At Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apprentice (Stage 4)</td>
<td>£9.25</td>
<td>£10.20</td>
</tr>
<tr>
<td>Apprentice (Stage 3)</td>
<td>£8.70</td>
<td>£9.49</td>
</tr>
<tr>
<td>Apprentice (Stage 2)</td>
<td>£5.96</td>
<td>£6.63</td>
</tr>
<tr>
<td>Apprentice (Stage 1)</td>
<td>£4.13</td>
<td>£4.69</td>
</tr>
</tbody>
</table>
(ii) London Rate

For operatives and apprentices engaged upon work falling within the terms of JIB National Working Rule 6.2 will be:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Job Employed</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Transport Provided</td>
<td>Own Transport</td>
<td>Shop Employed</td>
</tr>
<tr>
<td>Electrical / Site Technician</td>
<td>£17.84</td>
<td>£18.74</td>
<td>£16.69</td>
</tr>
<tr>
<td>Mechanical Technician</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cable Installation Supervisor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(or equivalent specialist grade)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approved Electrician</td>
<td>£15.76</td>
<td>£16.64</td>
<td>£14.61</td>
</tr>
<tr>
<td>Advanced Craftsperson</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cable Foreman</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approved Jointer</td>
<td>£14.35</td>
<td>£15.35</td>
<td>£13.31</td>
</tr>
<tr>
<td>(or equivalent specialist grade)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrician</td>
<td>£13.71</td>
<td>£14.59</td>
<td>£12.65</td>
</tr>
<tr>
<td>Craftsperson</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leading Cable Hand Jointer</td>
<td>£12.98</td>
<td>£13.82</td>
<td>£12.17</td>
</tr>
<tr>
<td>(or equivalent specialist grade)</td>
<td></td>
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<tr>
<td>Trainee Electrician (Stage 3)</td>
<td>£11.39</td>
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<td>£10.52</td>
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<tr>
<td>Mechanical Trainee (Stage 3)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Trainee Electrician (Stage 2)</td>
<td>£10.76</td>
<td>£11.66</td>
<td>£9.88</td>
</tr>
<tr>
<td>Mechanical Trainee (Stage 2)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Graded Electrical Trainee</td>
<td>£7.44</td>
<td>£8.30</td>
<td>£6.83</td>
</tr>
<tr>
<td>Electrical Improver</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trainee Electrician (Stage 1)</td>
<td>£5.04</td>
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</tr>
<tr>
<td>Mechanical Trainee (Stage 1)</td>
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<td></td>
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</tr>
<tr>
<td>Adult Trainee</td>
<td>£11.48</td>
<td>£12.31</td>
<td>£10.28</td>
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<tr>
<td>Labourer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apprentice (Stage 4)</td>
<td>£10.36</td>
<td>£11.42</td>
<td></td>
</tr>
<tr>
<td>Apprentice (Stage 3)</td>
<td>£9.74</td>
<td>£10.63</td>
<td></td>
</tr>
<tr>
<td>Apprentice (Stage 2)</td>
<td>£6.73</td>
<td>£7.43</td>
<td></td>
</tr>
<tr>
<td>Apprentice (Stage 1)</td>
<td>£4.63</td>
<td>£5.25</td>
<td></td>
</tr>
</tbody>
</table>

From and including **Monday 6th January 2014**, the hourly rates for apprentices registered on or after Monday 7th January 2013 shall be:

<table>
<thead>
<tr>
<th>Grade</th>
<th>At College</th>
<th>At Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apprentice (Stage 4)</td>
<td>£10.36</td>
<td>£11.42</td>
</tr>
<tr>
<td>Apprentice (Stage 3)</td>
<td>£9.74</td>
<td>£10.63</td>
</tr>
<tr>
<td>Apprentice (Stage 2)</td>
<td>£6.73</td>
<td>£7.43</td>
</tr>
<tr>
<td>Apprentice (Stage 1)</td>
<td>£4.63</td>
<td>£5.25</td>
</tr>
</tbody>
</table>
DTI Guidance on the National Minimum Wage

The National Minimum Wage from 1st October, 2012 is:

<table>
<thead>
<tr>
<th>National Minimum Wage</th>
<th>From 1st October 2012</th>
<th>From 1st October 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aged 21 and over</td>
<td>£6.19 per hour</td>
<td>£6.31 per hour</td>
</tr>
<tr>
<td>Aged 18-20</td>
<td>£4.98 per hour</td>
<td>£5.03 per hour</td>
</tr>
<tr>
<td>Under 18</td>
<td>£3.68 per hour</td>
<td>£3.72 per hour</td>
</tr>
<tr>
<td>Apprentices</td>
<td>£2.65 per hour</td>
<td>£2.68 per hour</td>
</tr>
</tbody>
</table>

The National Minimum Wage for apprentices applies to all apprentices aged under 19; and apprentices aged 19 or over who are in their first year of apprenticeship.

7. PAYMENT OF WAGES

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

Wages shall be calculated for weekly periods and paid to the operative within 5 normal working days of week termination, unless alternative arrangements are agreed.

Each operative shall receive an itemised written pay statement in accordance with the Employment Rights Act 1996.

8. OVERTIME

8.1 Hours

Overtime is deprecated by the JIB; systematic overtime in particular is to be avoided.

However, overtime will not be restricted in the case of Breakdown or Urgent Maintenance and Repairs.

8.2 Payment

8.2.1 The number of hours to be worked at normal rates in any one week (Monday to Friday) before any overtime premium is calculated shall be 37½ hours.

Premium time shall be paid at time-and-a-half.

All hours worked on Saturday in excess of the first six, or worked after 3.00 pm Saturday, whichever comes first, and normal starting time on Monday shall be paid at double time.

Overtime premium payments shall be calculated on the appropriate standard rate of pay.

Exceptions: For the purpose of premium payment, an operative shall be deemed to have worked normal hours on days where, although no payment is made by the employer, the operative:

8.2.1.1 has lost time through certified sickness.

8.2.1.2 was on a rest period for the day following continuous working all the previous night.

8.2.1.3 was absent with the employer’s permission.

8.2.2 Any operative who has not worked five days (as determined in National Working Rule 3.1) from Monday to Friday taking into account the exceptions detailed above, is precluded from working the following Saturday or Sunday.
8.3 **Call Out**

For emergency call-out(s) 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.

All hours worked on Saturday in excess of the first six, or worked after 3.00 pm Saturday, whichever comes first, and normal starting time on Monday shall be paid at double time.

In addition, the operative shall be paid a call-out allowance of:

- Single call-out – £20.00 for a graded operative or £7.50 for an apprentice
- Second and subsequent call-out(s)

In the event an employee is, having returned home after call-out(s), called again, a further allowance of:

- £10.00 for a graded operative or £3.50 for an apprentice

shall be paid in respect of this second and, at the same rates, for each subsequent call-out prior to the next normal starting time.

9. **SHIFTWORK AND FLEXIBLE WORKING**

Operatives may be required to undertake shiftworking arrangements in order to meet the requirements of the job or client. Operatives may not be so required without reasonable notice.

NG *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.*

9.1 **Permanent Night Shift**

9.1.1 Night shift is where operatives (other than as overtime after the end of a day shift) work throughout the night for not less than three consecutive nights.

A full night shift shall consist of 37½ hours worked on five nights, Monday night to Friday night inclusive, with unpaid breaks for meals each night, to be mutually arranged. The employer shall declare working hours including breaks on each contract.

9.1.2 Payment

Night shifts shall be paid at the rate of time and one-third for all hours worked up to 37½ in any one week, Monday to Friday.

9.2 **Double Day Shift (Rotating)**

9.2.1 The shift week will be from Monday to Friday. Each shift shall be of 7½ 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.

9.2.2 Payment

Rotating double-day shift working will be paid at the rate of time plus 20% for normal hours in the early shift and time plus 30% for normal hours worked in the late shift.
9.3 Three Shift Working (Rotating)
9.3.1 The shift week will be from Monday to Friday. Each shift shall be of 7½ 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 an early, late and night shift basis.

9.3.2 Payment
Rotating Three-Shift work will be paid at the rate of time plus 20%, time plus 30% and time plus 33 1/3% for the early, late and night shifts respectively.

9.4 Three Shift Working (Seven day continuous)
9.4.1 Occasional
Where continuous shift work is occasionally required to cover both weekdays and weekends, weekend working shall attract the appropriate premiums contained in National Working Rule 8.2 above. Weekday working shall attract the premiums contained in 9.3.2 above. Generally speaking, occasional shiftwork shall be defined as a shiftwork requirement for a period of four weeks or less to meet some short term or emergency exigency.

9.4.2 Rostered
Where continuous three shift working is required to cover a regular seven day working pattern the following conditions shall be observed:

9.4.2.1 Unless the requirement for continuous three shift working is specified in the operative’s contract of employment or terms of engagement, four weeks’ prior notice shall be given before the introduction of a rostered three shift working system.

9.4.2.2 Prior to the introduction of a rostered three shift working system the employer will discuss and agree with his employees’ representatives the most suitable pattern of hours to achieve the required cover.

9.4.2.3 Subject to the above, rostered three shift working shall not be restricted.

9.4.2.4 The normal shift week shall be from Monday to Sunday and will comprise a maximum 37½ hours in any one week for which the employees shall be paid at time plus 30%.

9.4.2.5 All hours rostered, or unrostered, in excess of 37½ hours in any week, Monday to Sunday, shall fall within the terms of 9.5 below.

9.5 Overtime on Shifts
The number of hours to be worked at the appropriate shift rates before overtime premium is calculated shall be 37½ hours.
Premium payments shall be calculated on the appropriate standard rate of pay and not on the shift rate.

9.6 Other Shift Arrangements
Detailed arrangements for any other shift system or those operating on sites covered by the JIB/NJC Treaty Arrangement will be as approved by the JIB.

9.7 Flexible Working
Because of the very wide range of work activities covered by this agreement, in certain situations in the interest of efficiency and productivity a flexible working pattern may be appropriate.
Therefore by mutual agreement and following vetting by a full time official of Unite the Union, the following rule may apply. Flexible working patterns must not be introduced to circumvent existing overtime provisions.

An employee who agrees to work a flexible working pattern (i.e., to work any five days out of seven) shall:

9.7.1 be paid his graded rate plus a premium of 15% for working the agreed pattern of work in each week.

9.7.2 receive the appropriate overtime premium calculated on the standard graded pay rate after working 37½ hours in any week on the agreed pattern of work.

9.7.3 be paid time-and-a-half at the standard graded rate of pay for the first four 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.

9.7.4 not receive overtime premium for any Saturday or Sunday included in the agreed working pattern.

9.7.5 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 an operative has lost time through illness certificated by a medical practitioner
- was on a rest period for the day following continuous working all the previous night
- was absent with the employer’s permission.

For the purposes of National Working Rule 8.3 – Call Out – the two agreed rest days in the flexible working week shall be deemed to be Saturday and Sunday respectively.

10. DEFINITION OF SHOP

Employers shall declare the Branches of their business as the Shop from which entitlement to Travelling Time and Travel Allowance shall be calculated, subject to the Branches fulfilling the following conditions:

10.1 The premises are owned or rented by the employer.

10.2 The premises are used for the purpose of general trading or personnel management as distinct from the management of one contract or one site.

10.3 There shall be personnel available for operatives to contact their employer during normal working hours to resolve enquiries relating to recruitment, payment of wages and other matters affecting employment.

10.4 The place of recruitment is the Shop and by custom and practice all Job Employed Operatives are transferable from job to job.

Employers are required to notify the JIB when they establish a new Branch Office or Shop in any Region and register it within three months.

11. TRAVELLING TIME AND TRAVEL ALLOWANCES, LODGING ALLOWANCES

NB: Within this Rule, the term operatives includes Trainees and Apprentices.

11.1 Wages and Allowances

11.1.1 Operatives who are required to book on and off at the Employer’s Shop 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 to be reimbursed, if transport is not provided free of charge, the cost of any actual fare reasonably incurred during the course of the working day.

11.1.2 Provision of Transport or Mileage Allowance

Where an employer provides transport free of charge, operatives provided with such transport shall not be entitled to Travel Allowance. An operative who considers that the transport provided by his employer is unsuitable may pursue a complaint through the Procedure for Handling Grievances and Avoiding Disputes. Payment of Travel Allowance shall be satisfied by the provision by an employer of such as a periodic travel pass (e.g., season ticket).

An employer by agreement with an operative may pay a mileage allowance where the operative agrees to use his own car for business use; the operative shall have appropriate insurance cover.

On any day when such a mileage allowance is paid in respect of a journey or journeys between an operative’s home (or lodgings) and his employer’s place of business or a site at which the operative is required by his employer to attend, Travel Allowance will not also be payable.

11.2 Travelling Time and Travel Allowances

11.2.1 Travelling Time and Travel Allowances

Operatives who are required to start and finish on jobs over 15 miles each way from the Shop shall in addition to receiving the appropriate Job Employed Rate be entitled to Travelling Time and Travel Allowance if Job Employed (Own Transport) or Travelling Time if Job Employed (Transport Provided) in line with the tables below.

Note: Special arrangements may apply for work in the Merseyside area. Please contact the JIB Industrial Relations Department if you feel this may be applicable.

The electrical contracting industry has special arrangements regarding taxation of Travel Allowance. Employers are advised to check the current position with the ECA’s Employee Relations Department on 020 7313 4800.
### TRAVELLING TIME AND TRAVEL ALLOWANCES

Operatives who are required to start and finish at the normal starting and finishing time on jobs which are 15 miles and over from the shop – in a straight line – shall receive payment for Travelling Time and, where transport is not provided by the employer, Travel Allowance as follows:

From and including **4th January 2010**

**National Standard Rate**

<table>
<thead>
<tr>
<th>Straight Line Distance from Job to Shop</th>
<th>Total Daily Travel Allowance</th>
<th>Total Daily Travelling Time</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Operatives, Trainees &amp; Apprentices</td>
<td>Operatives &amp; Trainees</td>
</tr>
<tr>
<td>Up to 15 miles</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>Over 15 &amp; up to 20 miles each way</td>
<td>£3.43</td>
<td>£4.68</td>
</tr>
<tr>
<td>Over 20 &amp; up to 25 miles each way</td>
<td>£4.56</td>
<td>£5.93</td>
</tr>
<tr>
<td>Over 25 &amp; up to 35 miles each way</td>
<td>£6.01</td>
<td>£7.25</td>
</tr>
<tr>
<td>Over 35 &amp; up to 55 miles each way</td>
<td>£9.57</td>
<td>£9.57</td>
</tr>
<tr>
<td>Over 55 &amp; up to 75 miles each way</td>
<td>£11.71</td>
<td>£11.71</td>
</tr>
</tbody>
</table>

For each additional 10 mile band over 75 miles, additional payments of £2.06 for Daily Travel Allowance and £2.06 (for Operatives & Trainees) and £1.39 (for Apprentices) for Daily Travelling Time will be made.

**London Rate**

<table>
<thead>
<tr>
<th>Straight Line Distance from Job to Shop</th>
<th>Total Daily Travel Allowance</th>
<th>Total Daily Travelling Time</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Operatives, Trainees &amp; Apprentices</td>
<td>Operatives &amp; Trainees</td>
</tr>
<tr>
<td>Up to 15 miles</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>Over 15 &amp; up to 20 miles each way</td>
<td>£3.45</td>
<td>£5.03</td>
</tr>
<tr>
<td>Over 20 &amp; up to 25 miles each way</td>
<td>£4.59</td>
<td>£5.67</td>
</tr>
<tr>
<td>Over 25 &amp; up to 35 miles each way</td>
<td>£6.05</td>
<td>£7.91</td>
</tr>
<tr>
<td>Over 35 &amp; up to 55 miles each way</td>
<td>£9.65</td>
<td>£10.68</td>
</tr>
<tr>
<td>Over 55 &amp; up to 75 miles each way</td>
<td>£11.79</td>
<td>£12.50</td>
</tr>
</tbody>
</table>

For each additional 10 mile band over 75 miles, additional payments of £2.08 for Daily Travel Allowance and £2.08 (for Operatives & Trainees) and £1.40 (for Apprentices) for Daily Travelling Time will be made.
From and including Monday 7th January 2013

These Travelling Time and Travel Allowance tables apply to:

(a) all JIB graded operatives; and
(b) JIB apprentices registered BEFORE Monday 7th January 2013.

(i) National Standard Rate

<table>
<thead>
<tr>
<th>Straight Line Distance from Job to Shop</th>
<th>Operatives, Trainees &amp; Apprentices</th>
<th>Operatives &amp; Trainees</th>
<th>Apprentices</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 15 miles</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>Over 15 &amp; up to 20 miles each way</td>
<td>£3.48</td>
<td>£4.75</td>
<td>£2.79</td>
</tr>
<tr>
<td>Over 20 &amp; up to 25 miles each way</td>
<td>£4.63</td>
<td>£6.02</td>
<td>£4.19</td>
</tr>
<tr>
<td>Over 25 &amp; up to 35 miles each way</td>
<td>£6.10</td>
<td>£7.36</td>
<td>£5.59</td>
</tr>
<tr>
<td>Over 35 &amp; up to 55 miles each way</td>
<td>£9.71</td>
<td>£9.71</td>
<td>£6.99</td>
</tr>
<tr>
<td>Over 55 &amp; up to 75 miles each way</td>
<td>£11.89</td>
<td>£11.89</td>
<td>£8.39</td>
</tr>
</tbody>
</table>

For each additional 10 mile band over 75 miles, additional payments of £2.09 for Daily Travel Allowance and £2.09 (for Operatives and Trainees) and £1.41 (for Apprentices) for Daily Travelling Time will be made.

(c) These Travelling Time and Travel Allowance tables apply to apprentices registered on or after Monday 7th January 2013

<table>
<thead>
<tr>
<th>Straight Line Distance from Job to Shop</th>
<th>Travel Allowance</th>
<th>Travelling Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 15 miles</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>Over 15 &amp; up to 20 miles each way</td>
<td>£3.48</td>
<td>£2.57</td>
</tr>
<tr>
<td>Over 20 &amp; up to 25 miles each way</td>
<td>£4.63</td>
<td>£3.85</td>
</tr>
<tr>
<td>Over 25 &amp; up to 35 miles each way</td>
<td>£6.10</td>
<td>£5.14</td>
</tr>
<tr>
<td>Over 35 &amp; up to 55 miles each way</td>
<td>£9.71</td>
<td>£6.43</td>
</tr>
<tr>
<td>Over 55 &amp; up to 75 miles each way</td>
<td>£11.89</td>
<td>£7.72</td>
</tr>
</tbody>
</table>

For each additional 10 mile band over 75 miles, additional payments of £2.09 for Daily Travel Allowance and £1.30 for Daily Travelling Time will be made.
These Travelling Time and Travel Allowance tables apply to:
(a) all JIB graded operatives; and
(b) JIB apprentices registered BEFORE Monday 7th January 2013.

(ii) **London Rate**

For operatives and apprentices engaged upon work falling within the terms of JIB National Working Rule 6.2 will be:

<table>
<thead>
<tr>
<th>Straight Line Distance from Job to Shop</th>
<th>Total Daily Travel Allowance</th>
<th>Total Daily Travelling Time</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Operatives, Trainees &amp; Apprentices</td>
<td>Operatives &amp; Trainees</td>
</tr>
<tr>
<td>Up to 15 miles</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>Over 15 &amp; up to 20 miles each way</td>
<td>£3.50</td>
<td>£5.11</td>
</tr>
<tr>
<td>Over 20 &amp; up to 25 miles each way</td>
<td>£4.66</td>
<td>£6.69</td>
</tr>
<tr>
<td>Over 25 &amp; up to 35 miles each way</td>
<td>£6.14</td>
<td>£8.03</td>
</tr>
<tr>
<td>Over 35 &amp; up to 55 miles each way</td>
<td>£9.79</td>
<td>£10.84</td>
</tr>
<tr>
<td>Over 55 &amp; up to 75 miles each way</td>
<td>£11.97</td>
<td>£12.69</td>
</tr>
</tbody>
</table>

For each additional 10 mile band over 75 miles, additional payments of £2.11 for Daily Travel Allowance and £2.11 (for Operatives and Trainees) and £1.42 (for Apprentices) for Daily Travelling Time will be made.

(c) These Travelling Time and Travel Allowance tables apply to apprentices registered on or after Monday 7th January 2013.

<table>
<thead>
<tr>
<th>Straight Line Distance from Job to Shop</th>
<th>Travel Allowance</th>
<th>Travelling Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 15 miles</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>Over 15 &amp; up to 20 miles each way</td>
<td>£3.50</td>
<td>£2.88</td>
</tr>
<tr>
<td>Over 20 &amp; up to 25 miles each way</td>
<td>£4.66</td>
<td>£4.31</td>
</tr>
<tr>
<td>Over 25 &amp; up to 35 miles each way</td>
<td>£6.14</td>
<td>£5.76</td>
</tr>
<tr>
<td>Over 35 &amp; up to 55 miles each way</td>
<td>£9.79</td>
<td>£7.20</td>
</tr>
<tr>
<td>Over 55 &amp; up to 75 miles each way</td>
<td>£11.97</td>
<td>£8.66</td>
</tr>
</tbody>
</table>

For each additional 10 mile band over 75 miles, additional payments of £2.11 for Daily Travel Allowance and £1.46 for Daily Travelling Time will be made.
From and including **Monday 6th January 2014**

These Travelling Time and Travel Allowance tables apply to:

(a) all JIB graded operatives; and
(b) JIB apprentices registered BEFORE Monday 7th January 2013.

(i) **National Standard Rate**

<table>
<thead>
<tr>
<th>Straight Line Distance from Job to Shop</th>
<th>Operatives, Trainees &amp; Apprentices</th>
<th>Operatives &amp; Trainees</th>
<th>Apprentices</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 15 miles</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>Over 15 &amp; up to 20 miles each way</td>
<td>£3.55</td>
<td>£4.85</td>
<td>£2.85</td>
</tr>
<tr>
<td>Over 20 &amp; up to 25 miles each way</td>
<td>£4.72</td>
<td>£6.14</td>
<td>£4.27</td>
</tr>
<tr>
<td>Over 25 &amp; up to 35 miles each way</td>
<td>£6.22</td>
<td>£7.51</td>
<td>£5.70</td>
</tr>
<tr>
<td>Over 35 &amp; up to 55 miles each way</td>
<td>£9.90</td>
<td>£9.90</td>
<td>£7.13</td>
</tr>
<tr>
<td>Over 55 &amp; up to 75 miles each way</td>
<td>£12.13</td>
<td>£12.13</td>
<td>£8.56</td>
</tr>
</tbody>
</table>

For each additional 10 mile band over 75 miles, additional payments of £2.13 for Daily Travel Allowance and £2.13 (for Operatives and Trainees) and £1.44 (for Apprentices) for Daily Travelling Time will be made.

(c) These Travelling Time and Travel Allowance tables apply to apprentices registered on or after Monday 7th January 2013.

<table>
<thead>
<tr>
<th>Straight Line Distance from Job to Shop</th>
<th>Travel Allowance</th>
<th>Travelling Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 15 miles</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>Over 15 &amp; up to 20 miles each way</td>
<td>£3.55</td>
<td>£2.62</td>
</tr>
<tr>
<td>Over 20 &amp; up to 25 miles each way</td>
<td>£4.72</td>
<td>£3.93</td>
</tr>
<tr>
<td>Over 25 &amp; up to 35 miles each way</td>
<td>£6.22</td>
<td>£5.24</td>
</tr>
<tr>
<td>Over 35 &amp; up to 55 miles each way</td>
<td>£9.90</td>
<td>£6.56</td>
</tr>
<tr>
<td>Over 55 &amp; up to 75 miles each way</td>
<td>£12.13</td>
<td>£7.88</td>
</tr>
</tbody>
</table>

For each additional 10 mile band over 75 miles, additional payments of £2.13 for Daily Travel Allowance and £1.32 for Daily Travelling Time will be made.
These Travelling Time and Travel Allowance tables apply to:

(a) all JIB graded operatives; and  
(b) JIB apprentices registered BEFORE Monday 7th January 2013  

(ii) London Rate  
For operatives and apprentices engaged upon work falling within the terms of JIB National Working Rule 6.2 will be:

<table>
<thead>
<tr>
<th>Straight Line Distance from Job to Shop</th>
<th>Total Daily Travel Allowance</th>
<th>Total Daily Travelling Time</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Operatives, Trainees &amp; Apprentices</td>
<td>Operatives &amp; Trainees</td>
</tr>
<tr>
<td>Up to 15 miles</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>Over 15 &amp; up to 20 miles each way</td>
<td>£3.57</td>
<td>£5.21</td>
</tr>
<tr>
<td>Over 20 &amp; up to 25 miles each way</td>
<td>£4.75</td>
<td>£6.82</td>
</tr>
<tr>
<td>Over 25 &amp; up to 35 miles each way</td>
<td>£6.26</td>
<td>£8.19</td>
</tr>
<tr>
<td>Over 35 &amp; up to 55 miles each way</td>
<td>£9.99</td>
<td>£11.06</td>
</tr>
<tr>
<td>Over 55 &amp; up to 75 miles each way</td>
<td>£12.21</td>
<td>£12.94</td>
</tr>
</tbody>
</table>

For each additional 10 mile band over 75 miles, additional payments of £2.15 for Daily Travel Allowance and £2.15 (for Operatives and Trainees) and £1.45 (for Apprentices) for Daily Travelling Time will be made.

(c) These Travelling Time and Travel Allowance tables apply to apprentices registered on or after Monday 7th January 2013

<table>
<thead>
<tr>
<th>Straight Line Distance from Job to Shop</th>
<th>Travel Allowance</th>
<th>Travelling Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 15 miles</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>Over 15 &amp; up to 20 miles each way</td>
<td>£3.57</td>
<td>£2.94</td>
</tr>
<tr>
<td>Over 20 &amp; up to 25 miles each way</td>
<td>£4.75</td>
<td>£4.40</td>
</tr>
<tr>
<td>Over 25 &amp; up to 35 miles each way</td>
<td>£6.26</td>
<td>£5.88</td>
</tr>
<tr>
<td>Over 35 &amp; up to 55 miles each way</td>
<td>£9.99</td>
<td>£7.34</td>
</tr>
<tr>
<td>Over 55 &amp; up to 75 miles each way</td>
<td>£12.21</td>
<td>£8.83</td>
</tr>
</tbody>
</table>

For each additional 10 mile band over 75 miles, additional payments of £2.15 for Daily Travel Allowance and £1.49 for Daily Travelling Time will be made.
11.3 Lodging Allowance

11.3.1 Operatives sent from the Employer’s Shop who are required to start and finish at the normal starting and finishing time on jobs where their employer requires them to stay away from their normal place of residence and provide proof of lodging will be paid Lodging Allowance as determined from time to time by the JIB National Board.

Operatives who are required to lodge, or move from one lodging job to another, shall normally be provided with five days’ notice of the requirement. Operatives shall co-operate with their employers, on short term jobbing contracts, where they may be required to lodge at short notice due to unforeseen circumstances.

The payments applicable are:

<table>
<thead>
<tr>
<th>LODGING ALLOWANCE &amp; RETENTION PAYMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>From and including Monday 2nd January 2012</td>
</tr>
<tr>
<td>Lodging Allowance</td>
</tr>
<tr>
<td>Retention Payments to a maximum of</td>
</tr>
<tr>
<td>Weekend retention fees</td>
</tr>
<tr>
<td>From and including Monday 7th January 2013</td>
</tr>
<tr>
<td>Lodging Allowance</td>
</tr>
<tr>
<td>Retention Payments to a maximum of</td>
</tr>
<tr>
<td>Weekend retention fees</td>
</tr>
</tbody>
</table>

Future increases to be based upon the industry formula of the movement in the catering element of the Retail Price Index.

The employer may, at his absolute discretion, choose to meet a reasonable bill presented by the operative rather than paying an untaxed lodging allowance.

Recognising the increasing cost of lodging, the employer shall not unreasonably refuse to reimburse bills as an alternative to the untaxed lodging allowance.

11.3.2 Travelling Time and Travel Allowance between the lodgings and the job shall not normally be paid. Where it is proved to the employer’s satisfaction that suitable lodging accommodation is not available near the job, Travelling Time and Travel Allowance for any distance of more than 15 miles each way will be paid in accordance with the scale contained in 11.2 on the excess distance.

11.3.3 On being sent to the job, the operative shall receive his actual fare and travelling time at ordinary rates from the Employer’s Shop and when he returns to the Employer’s Shop except that when, of his own free will, he leaves the job within one calendar month from the date of his arrival and in the cases where he is dismissed by the employer for proven bad timekeeping, improper work or similar misconduct, no return travelling time or fares shall be paid.
11.3.4 The payment of Lodging Allowance shall not be made when suitable board and lodging is arranged by the employer at no cost to the operative. Where an employer is involved in providing or arranging accommodation, the employer has a responsibility for ensuring beforehand that the accommodation, inclusive of breakfast and evening meal, is adequate and suitable, and shall deal expeditiously with any problem reported by an employee regarding such accommodation. When circumstances are such that to travel daily to a job is an onerous requirement on an employee, the employer shall not unreasonably refuse to pay lodging allowance or provide accommodation as an alternative to travelling daily.

11.3.5 The payment of Lodging Allowance shall not be made during absence from employment unless a Medical Certificate is produced for the whole of the period claimed. When an operative is sent home by the firm at their cost, the payment of Lodging Allowance shall cease.

11.3.6 No payment for the retention of lodgings during Annual Paid Holiday shall be made by the employer except in cases where the operative is required to pay a retention fee during Annual Paid Holiday when reimbursement shall be of the amount actually paid to a maximum, as determined from time to time by the JIB National Board (see 11.3.1), upon production of proof of payment to the employer’s satisfaction. Where an operative is away from his lodgings at a weekend under 11.4 but has to pay a retention fee for his lodgings, reimbursement shall be the amount actually paid, to a maximum as determined from time to time by the JIB National Board upon production of proof of payment to the employer’s satisfaction (see 11.3.1).

11.4 Period Return Fares for Operatives who Lodge

11.4.1 On jobs up to and including 100 miles from the Employer’s Shop, return rail fares at the full standard rate from the job to the Employer’s Shop, without travelling time, shall be paid for every two weeks.

11.4.2 On jobs over 100 miles and up to and including 200 miles from the Employer’s Shop, return rail fares at the full standard rate from the job to the Employer’s Shop, with 4 hours’ travelling time at ordinary rates, shall be paid every 3 weeks.

11.4.3 On jobs over 200 miles from the Employer’s Shop, return rail fares at the full standard rate from the job to the Employer’s Shop, with 7½ hours’ travelling time at ordinary rates, shall be paid every two weeks.

11.4.4 In cases under 11.4.2 and 11.4.3 above, where the employer, through necessity or expediency, requires his operatives to work during the specified weekend leave period, he shall arrange that they shall have another period in substitution but this provision shall not apply under 11.4.1 above.

11.4.5 When an employer arranges to transport operatives between the Job and the Shop then fares shall not be payable under 11.4.1, 11.4.2 and 11.4.3 above. When travel between the job and the Shop can only be by air, then a return journey shall be arranged every six weeks, regardless of distance.

*NG All distances shall be calculated in a straight line (point to point).*
When Annual Holidays with pay are taken the period returns may be moved forward or backward from the date upon which they become due to enable the period returns to coincide with the date of the Annual Paid Holiday.

Special consideration shall be given to operatives where it is necessary for them to return home on compassionate grounds, e.g. domestic illness.

11.5 Locally Engaged Labour

Where an employer does not have a Shop within 25 miles of the Job, he can engage labour domiciled within a 25 miles’ radius of that Job. Operatives shall receive the JIB Rates of Wages applicable to the Zone of the job and Travelling Time and Travel Allowance in accordance with 11.2 but with the exception of Home being substituted for Shop in 11.2.

Locally engaged labour, domiciled within a 25 miles’ 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 will, by mutual agreement, have their contracts of employment changed to a shop recruited basis.

12. STATUTORY HOLIDAYS

12.1 Qualification

A normal day’s pay, as defined by National Working Rule 13, at the appropriate JIB Rates of Wages shall be paid for a maximum of eight Statutory Holidays per annum. In general, the following shall constitute such paid holidays:

- New Year’s Day
- Good Friday
- Easter Monday
- May Day
- Spring Time Bank Holiday
- Late Summer Bank Holiday
- Christmas Day
- Boxing Day
In areas where any of these days are not normally observed as holidays in the Electrical Contracting Industry, traditional local holidays may be substituted by mutual agreement and subject to the determination of the appropriate Regional JIB.

When Christmas Day and/or Boxing Day or New Year's Day falls on a Saturday or Sunday, the following provisions apply:

Christmas Day

When Christmas Day falls on a Saturday or Sunday, the Tuesday next following shall be deemed to be a paid holiday.

 Boxing Day or New Year's Day

When Boxing Day or New Year's Day falls on a Saturday or Sunday, the Monday next following shall be deemed to be a paid holiday.

In order to qualify for payment, operatives must work full time for the normal day on the working days preceding and following the holiday.

Operatives who, as a result of having been made redundant, are unemployed or whose last day of employment falls on the qualifying day preceding the holiday are entitled to payment from the employer who made them redundant for any statutory holidays falling within a period of seven days following the termination of their employment. This entitlement will be deemed to have been met where holidays occur within a period for which operatives have already been paid in lieu of notice.

For the purpose of this rule, an operative shall be deemed to have worked on one or both of the qualifying days when the operative:

12.1.1 has lost time through certified sickness.
12.1.2 was on a rest period for the day following continuous working all the previous night.
12.1.3 was absent with the employer’s permission.

12.2 Payment for working Statutory Holidays

When operatives are required to work on a Paid Holiday within the scope of this Agreement, they shall receive wages at the following rates for all hours worked:

12.2.1 CHRISTMAS DAY – Double time and a day or shift off in lieu for which they shall be paid wages at bare time rates for the hours constituting a normal working day. The alternative day hereunder shall be mutually agreed between the employer and the operatives concerned.

12.2.2 In respect of all other days:

Either

12.2.2.1 Time-and-a-half plus a day or shift off in lieu for which they shall be paid wages at bare time rates for the hours constituting a normal working day. The alternative day hereunder shall be mutually agreed between the employer and the operatives concerned.

Or

12.2.2.2 at the discretion of the employer 2½ times the bare time rate in which event no alternative day is to be given.
In the case of night shift workers required to work on a Statutory Holiday, the premiums mentioned above shall be calculated upon the night shift rate of time-and-a-third. Time off in lieu of Statutory Holidays shall be paid at bare time day rates.

12.2.3 Call Out

Operatives called out on a Statutory Holiday shall receive, in addition to the payment specified under National Working Rule 12.1, time off equivalent to the period for which they were called out (home-to-home).

HM QUEEN ELIZABETH II DIAMOND JUBILEE

To mark 60 years of the Queen’s reign, the Diamond Jubilee took place in 2012 over an extended weekend between Saturday 2nd and Tuesday 5th June.

Consequently, for 2012, the Spring Time Bank Holiday was moved from its customary place at the end of May to Monday 4th June, whilst an additional holiday was granted on Tuesday 5th June.

The National Board determined for 2012 that:

Monday 28th May was treated as a normal working day.

Monday 4th June was treated as the Spring Time Bank Holiday for the purposes of National Working Rule 12.1 and payment for working on that day was in accordance with National Working Rule 12.2.

Tuesday 5th June was a holiday paid at a flat rate of 7.5 hours. Operatives who were required to work on the 5th June would be paid as for a normal working day and receive an alternative paid day off in lieu at a date mutually agreed with the employer. This day in lieu was paid at 7.5 hours and had to be taken by 31st December 2012.

To qualify for payment for 4th and 5th June, operatives were required to work normal days on Friday 1st June and Wednesday 6th June.

13. ANNUAL HOLIDAYS

Operatives shall be entitled to payment for annual holidays as determined from time to time by the JIB National Board. Currently, subject to meeting the appropriate criteria, the annual holiday entitlement is 22 days. When calculating holiday entitlement to comply with the appropriate Regulations certain additional payments must be taken into account. These will be the operatives’ normal classification of employment ie Shop Employed, Job Employed (Transport Provided) or Job Employed (Own Transport). Additionally, certain major elements should be included where appropriate within the holiday pay calculation such as:

- London Rates
- Shift Premiums
- Flexible Working Premiums
- Responsibility Money (where it is effectively a permanent feature)
- Remuneration from bona fide Bonus Schemes whereby the figure should be averaged over the twelve week period
- Payments applicable on certain NAECI projects
Section 2: National Working Rules

- Additional payments covering specific site circumstances agreed either locally or nationally
- Contractual overtime
- Contractual variations to hours in excess of the standard week

In line with the Working Time Regulations, operatives who are absent through sickness will still be entitled to accumulate holiday pay based upon their previous normal week’s pay calculation.

The ECIBA will administer the appropriate top-up arrangements where these apply. The position of operatives engaged immediately prior to a proposed shut-down period where the operatives would not have been able to accumulate the required holiday credit for that shut-down period may be clarified through the JIB.

The time at which annual holiday entitlement can be taken will be decided by the employer after due consultation between the employer and the employee. When setting the time at which holiday can be taken this shall be on the accepted basis for the Industry that has been applied and determined through the Holiday with Pay Scheme. Employers are not permitted to impose unreasonable timing for holidays upon employees and any grievance or dispute arising from such imposition will be referred into the JIB Grievance Machinery for resolution.

When determining the timing of annual holiday periods employees and employers are to take into account the accepted Construction and Building Industry shut down periods at the Easter and Christmas/New Year period.

All 30 days of holiday (22 days’ annual holiday and 8 days’ public holiday) are to be paid at the normal earnings level, as defined in the Working Time Regulations and Sections 221–224 of the Employment Rights Act 1996.

Further details of the annual holiday systems can be found in Section 9 of the JIB Handbook.

14. SICKNESS WITH PAY AND GROUP LIFE INSURANCE, ACCIDENTAL DEATH AND DISMEMBERMENT AND PERMANENT AND TOTAL DISABILITY SCHEMES

Full details of all JIB benefits can be found in section 9.

15. SAFETY, HEALTH AND WELFARE

The employer and his operatives shall comply with the requirements of the law of safety, health and welfare.

It is the legal duty of every Employer to ensure, so far as is reasonably practicable, the health, safety and welfare at work of all his operatives and to comply with such Statutes, Regulations, Rules and Orders as may be applicable to the work and the place where it is undertaken.

It is the legal duty of every operative to observe his employer’s policy statement on health and safety, to take reasonable care for the health and safety of himself and of other persons who may be affected by his acts or omissions, to co-operate with his employer so far as is necessary to enable his employer to comply with any legal duty he might have in respect of safety, health and welfare and not to interfere with or misuse anything provided in the interests of health, safety or welfare.

Comprehensive details are contained in the JIB Code of Good Practice – Health and Safety at Work for the Electrical Contracting Industry.
16. **PROHIBITION OF SPARE TIME WORKING**

No operative shall carry out electrical work on his own account, or in his own time, whilst in employment. Contributions to the JIB Benefits Schemes on behalf of the operative shall be regarded as evidence of employment.

17. **SUB-CONTRACTING, THE USE OF EMPLOYMENT BUSINESS LABOUR AND SELF-EMPLOYED OPERATIVES**

17.1 **Sub-Contracting**

17.1.1 **Labour Only Sub-Contracting**

Sub-contract employment of labour is only permitted through a bona fide firm engaged in electrical contracting. In the case of electrical sub-contract work, the sub-contracting firm which supplies labour must be a member of the JIB or be otherwise approved by the JIB for the provision of specialist systems and equipment.

When Employment Business Labour is used the conditions under 17.2 will apply.

17.1.2 **Cabling and Jointing Sub-Contracting**

Only firms included in the JIB Register of Cabling & Jointing Contractors may be employed upon cabling and jointing work by JIB members. This does not preclude any electrical contractor carrying out the cabling and jointing of his contract with his own directly employed labour which remains JIB policy. The only Trade Union recognised for collective bargaining purposes under these rules is Unite the Union.

17.2 **Use of Employment Business Labour**

17.2.1 **Preface**

The use of Employment Business Labour in the Electrical Contracting Industry has always been seen as detrimental to the aims and objectives of the JIB and potentially damaging to the standards set by the Industry which has tried to ensure the safe and competent delivery of electrical installations in the Industry.

However, as:

17.2.1.1 firms within the Industry do have short-term needs for labour which for practical purposes cannot always be met by directly-employed personnel

17.2.1.2 individual operatives have chosen to be placed by Employment Business Labour and;

17.2.1.3 the environment currently and in the foreseeable future will ensure the continuing use of Employment Business Labour by Member Companies the National Working Rules have needed to be changed to recognise this situation subject to certain conditions.

17.2.2 **Conditions of the Use of Employment Business Labour**

It is JIB policy to encourage the direct employment of labour by Member Firms as it is considered that this provides the essential structure which enables training and safety standards to be maintained and for the development of people. Consequently, the following conditions must be observed before Employment Business Labour may be used.

17.2.2.1 JIB Member Firms must make every effort to offer any vacancy on a directly-employed basis under the National Working Rules.
17.2.2 No directly-employed operative may be made redundant whilst any Employment Business Operatives are being used except where acceptable alternative work has been offered to, and refused by, the directly-employed operative or where the requirement for specific skills or the conditions of site employment make the retention of certain Employment Business Operatives essential for the effective conclusion of the work involved.

17.2.3 To ensure that labour provided by an Employment Business meets the required standards and complies with the labour requested by a JIB Member Firm and Employment Business used by a JIB Member Firm must participate in the JIB’s Industrial Information Service. A record of Employment Businesses currently participating in the Scheme will be held at the Offices of the JIB.

Additionally an Employment Business must have an appropriate industrial relations policy and an agreement with Unite the Union compatible with the ethos of the JIB Agreement.

17.2.4 Any operatives supplied by a participating Employment Business to a JIB Member firm must hold a current and valid ECS/JIB Card denoting the appropriate electrical discipline(s) and the standard of skills.

17.2.5 At no time during the course of a contract or a project, under normal circumstances, can the number of Employment Business Operatives be in the majority of the total electrical labour force as this would be deemed to be detrimental to the aims and objectives of the JIB.

17.2.6 Any dispute arising from the implementation of the above conditions of the use of Employment Business Labour must be referred to the JIB immediately for resolution. All parties will be bound by the outcome of the proceedings.

17.3 Temporary Use of Self-Employed Operatives

17.3.1 Preface

“The principal objects of the JIB are to regulate the relations between employers and employees engaged in the Industry and to provide all kinds of benefits for persons concerned with the Industry in such ways as the JIB 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, wages and welfare benefits of persons employed in the Industry.”

The temporary use of self-employed operatives has been seen to lie outside these objectives which were based on the traditional employer/employee relationship under a “contract of employment”. However as,

17.3.1.1 firms within the Industry do have short-term needs for labour and, in a period when work is plentiful, these needs cannot always be met by directly employed personnel; and

17.3.1.2 some operatives have chosen to operate in a self-employed capacity;

the JIB is prepared to countenance a limited and controlled temporary use of self-employed operatives on the following basis:
17.3.2 Recruitment of temporary self-employed operatives

It is JIB Policy to encourage the direct employment of labour as it is considered that this provides the essential structure which enables training & safety standards to be maintained and for the development of people. Consequently, the following conditions must be observed before temporary self-employed operatives may be used:

17.3.2.1 Every effort must be made to offer any vacancy, no matter how short-term on a directly employed basis under the National Working Rules.

17.3.2.2 No directly-employed operative may be made redundant whilst any temporary self-employed operatives are being used except where acceptable alternative work has been offered to, and refused by, the directly-employed operative or where the requirement for specific skills or the conditions of site employment make the retention of certain temporary self-employed operatives essential for the effective conclusion of the work involved.

17.3.3 Conditions of use

The use of any temporary self-employed operative(s) is subject to the following conditions:

17.3.3.1 Any temporary self-employed operative must:

17.3.3.1.1 have been JIB graded or approved for inclusion under the appropriate qualification of the Electrotechnical Certification Scheme and be the holder of a current ECS/JIB Card.

17.3.3.1.2 carry Public Liability Insurance to levels prescribed from time to time by the JIB.

17.3.3.2 Temporary self-employed operatives must be properly supervised by a suitably qualified directly employed supervisor.

Note: The legal, insurance and taxation obligations of the self-employed person and the firm, are highly complex areas of law and should be dealt with by professional, legal, insurance and accountancy advisers. Such advice is one of the services provided by both the ECA and Unite the Union to their members.

18. BEREAVEMENT LEAVE

Employers will give sympathetic consideration to requests from operatives for bereavement leave in the event of the death of a close relative (eg child, spouse, partner, parent). When such bereavement leave is granted employers will pay the operative concerned for up to three normal working days at their basic hourly rate.

19. DISCIPLINARY AND DISMISSAL PROCEDURE

19.1 Introduction

For the avoidance of doubt, the term operative includes apprentice for the purpose of this Rule.

The behaviours expected within the employer/operative relationship derives from the Contract of Employment whereby operatives undertake to exercise reasonable care and skill in the performance of their services, serve their employers honestly and faithfully and co-operate in fulfilling their employer’s lawful and reasonable instructions. Operatives must perform their duties in line with the standards set out in the employer’s rules, the JIB National Working Rules and Industrial Determinations and the requirements of the JIB grade.

Equally, employers must treat operatives fairly by ensuring that they apply the contractual rights and obligations set out in the employer’s rules, the JIB National Working Rules and Industrial Determinations and the operative’s JIB grade.
It is a legal requirement for employers to provide each operative with a written Statement of Main Terms and Conditions of Employment which must contain, amongst other information, details of the Disciplinary and Grievance Procedure or, if they are in another easily accessible document, specify this document. The written statement must specify whom the operative may apply to if they are dissatisfied with any disciplinary decision or if they wish to raise a grievance relating to their employment.

Many employers will have their own internal disciplinary procedures and may adhere to these procedures provided that they meet the standards set out in the acas Code of Practice Disciplinary and Grievance Procedures (“the acas Code”). The procedures set out in this Rule meet the requirements of the acas Code and are for those circumstances where there are not adequate internal procedures.

If an employer or operative unreasonably does not follow the procedures at 19.3, then an Employment Tribunal may increase or reduce any financial award by 25%. The process and awards made by the JIB Dispute Committee follow the same principles as Employment Tribunals.

At all stages of the procedures an operative can seek advice from the local Unite the Union Regional Officer and the employer can seek advice from the ECA’s Employee Relations Department. Advice on the procedure but not the merits of the case can also be obtained by either party from the JIB’s Industrial Relations Department.

19.2 Informal Action

When an operative commits a minor infringement of the established standards of conduct or performance, initially this should be dealt with informally with the aim of encouraging improvement. If the operative fails to show the required improvement then the facts should be reported to the appropriate person who may consider that further action should be taken.

Formal disciplinary procedures should be commenced following failure of informal corrective measures.

19.3 Minimum Standards for Company Procedures

The following is the standard expected for members covered under the JIB Agreement and complies with current legislation and the acas Code.

19.3.1 Investigation

Once a disciplinary matter comes to the attention of the employer, unless there are exceptional circumstances, the employer should conduct an investigation. The operative in question and any witnesses should be asked to give his or her account of the allegation. Any witnesses should also be asked to provide a written witness statement. The information gathered at this investigation should assist the employer in deciding whether or not to proceed with a Disciplinary Hearing.

Some disciplinary allegations may be considered sufficient to merit suspension with pay whilst investigation takes place. It should be stressed that such action is a neutral action, does not constitute guilt and serves only to reserve the position whilst investigations are carried out.

The extent of the investigation will depend upon the circumstances and seriousness of the case. It is preferable for the person carrying out the investigation to be separate from anybody who may be considering the allegation at a formal Disciplinary Hearing. In smaller organisations this may not be possible.
It is important that the investigation is not confused with the Disciplinary Hearing and, more importantly, warnings or dismissal must not be considered at this stage.

As a result of the investigation the employer will decide if the matter should be dealt with formally, through the disciplinary procedure, informally, or decide that the matter does not warrant any further action.

The operative should be informed of the outcome of the investigation as soon as possible. Where it is decided that the matter warrants a Disciplinary Hearing then a letter to the operative should clearly state this (see 19.3.4).

19.3.2 Right to be accompanied

When a formal disciplinary, grievance or appeal meeting is to be convened, the operative must be advised of the right to be accompanied by a "single companion" (see 19.3.3 for apprentices) who must be:

- chosen by the operative and fall within the defined scope (see below)
- permitted to address the hearing (but not to answer questions on the operative's behalf)
- permitted to confer with the operative during the hearing
- permitted to assist the operative where necessary

The defined scope means:

- a trade union official employed by the trade union; or
- a trade union representative certified, in writing, by the union to have had experience of, or to have received training in, acting as a worker's companion at disciplinary and grievance procedures (eg shop stewards); or
- a fellow worker (ie another of the employer's workers).

19.3.3 Apprentices

Where the operative is an apprentice, either one or both of the parents or guardians should be invited to attend the meeting as well as the single companion (see 19.3.2).

19.3.4 Formal Disciplinary Procedures

Where formal action is contemplated (this will normally be after an investigation – see 19.3.1), the employer should write to instruct the operative to attend a Disciplinary Hearing with the details of the hearing (ie date, time and place) and the operative's right to be accompanied (see 19.3.2 and 19.3.3). If the outcome of the hearing may result in the operative's dismissal then this should be clearly stated in the letter.

Documented evidence that the employer will use should be enclosed with the letter. Similarly any documented evidence upon which the operative wishes to use should be submitted as far in advance as possible so that any necessary investigations can be made.

The operative is normally entitled to know the identity of witnesses and to see a copy of witness statements. This also means that they can challenge the statements.

If a witness is to be called by either side then advance notification should be given. In certain circumstances there may be potential problems about releasing the identity of witnesses. In such circumstances advice can be sought through the ECA’s Employee Relations Department, through the JIB’s Industrial Relations Department or through the Unite the Union Regional Officer.
The arrangements for the Disciplinary Hearing should be mutually convenient to the employer, operative and the operative’s companion. Where an operative or his companion is persistently unable to attend or are unwilling to attend a Disciplinary Hearing without good cause, the employer may make a decision on the evidence available.

Should disciplinary action be contemplated against a Job/Shop Representative then the matter should be discussed with the appropriate Unite the Union Regional Officer as soon as practicable prior to the commencement of formal disciplinary procedures.

19.3.5 Conducting the Disciplinary Hearing
It is imperative that a Disciplinary Hearing is held in private and free from interruption. Notes (preferably by somebody unconnected with the case) should be taken and kept.

Following introductions, the person conducting the hearing should ensure that the parameters are set out and that those present are aware of their roles.

The employer should present the allegation and refer to any supporting evidence, which should have been referred to and/or supplied prior to the meeting (see section 19.5).

The operative should be asked to respond to the allegation. The person conducting the hearing should ask any questions relating to the statements made by and on behalf of the operative.

Witnesses should be questioned at the appropriate times ie depending on which party the witness is there to support.

When both parties have summarised their cases then the person conducting the hearing should adjourn to consider the decision.

19.3.6 Decision
The person conducting the hearing must then consider the evidence and make a decision. It is possible that further investigation may be needed. If it is, then the Disciplinary Hearing should be adjourned and re-convened once the additional information has been considered. Once this has been done the employer should notify the operative of the decision that has been made.

It is important to realise that the overall principle in the disciplinary process is that of reasonableness. This means that the outcome must be one in which the employer genuinely believes, following a reasonable process.

19.3.7 Formal Action
Once the decision is made it must be conveyed to the operative. On occasion it may not be practicable to make the decision on the day. In all circumstances the decision must be confirmed in writing.

If no action is taken then this should also be recorded in writing with the reasons for the decision.

In general, formal disciplinary action takes the following order:

- Verbal warning
- Written warning
- Final written warning
• Dismissal

However, dependent upon the nature of the allegation, any of the above sanctions may be omitted and the employer may proceed to any of the next levels.

19.3.8 Verbal, Written and Final Written Warnings

If a verbal, written or final written warning is deemed appropriate then this should be given to the operative in writing shortly after the disciplinary hearing. The letter should include:

• The nature of the complaint
• The action required to correct it
• A reasonable time by which such action should be achieved
• The consequences of failing to do so
• The length of time that the warning will be “live”

The letter should also state the right to appeal, the name of the person to whom the appeal should be addressed and the time limit for appeal (eg 10 working days). The letter should also state that any appeal must be put in writing which should include the grounds of appeal.

The appeal should be to somebody who is unconnected with the case. It is recognised that in smaller firms there may not be anybody else to hear an appeal and in such instances the same person must hear the appeal as impartially as possible.

A copy of the letter should be placed on the operative’s file.

In the event that any prior warnings have not resulted in the desired improvement, then the employer may re-institute the disciplinary procedures as set out above (from section 19.3.1 onwards).

19.3.9 Dismissal

Where, following a Disciplinary Hearing, the decision is to dismiss an operative, this decision should only be taken by a manager with the authority to do so.

The reason for dismissal must be sent in writing within 14 days. This letter should state the reason(s) for dismissal, the date on which the employment contract will end, the period of notice (if applicable) and the right to appeal (see 19.3.11), the time limit for appeal and to whom to address any appeal. The letter should also state that any appeal must be put in writing which should include the grounds of appeal.

19.3.10 Gross Misconduct

Gross misconduct is generally seen as misconduct serious enough to overturn the contract between the employer and the operative and justifying dismissal despite a lack of previous warnings. Acts which constitute gross misconduct must be very serious; the following is a non-exhaustive list of what may constitute gross misconduct:

• theft or fraud
• physical violence or bullying
• deliberate and serious damage to property
• serious misuse of an organisation’s property or name
• deliberately accessing internet sites containing pornographic, offensive or obscene material
• serious insubordination
• unlawful discrimination or harassment
• bringing the organisation into serious disrepute
• serious incapability at work brought on by alcohol or illegal drugs
• causing loss, damage or injury through serious negligence
• a serious breach of health and safety rules
• a serious breach of confidence
• carrying out electrical work in the operative’s own account, or in his own time whilst in employment

In the event of alleged potential gross misconduct, the employer should conduct an investigation (see 19.3.1) having given consideration as to whether it is appropriate to suspend the operative until the Disciplinary Hearing.

The letter instructing the operative to attend a Disciplinary Hearing (see 19.3.4) must also state that the alleged misconduct constitutes gross misconduct and that if the Disciplinary Hearing finds against the operative, the employer may dismiss the operative without notice or pay in lieu of notice. The Disciplinary Hearing should be held in accordance with section 19.3.5.

After the Disciplinary Hearing, the employer should give the operative its decision in writing. If the outcome is that the operative is dismissed, the letter should give reason(s), the date on which the employment will end and set out the operative’s right of appeal (see 19.3.11). If the outcome of the Hearing is that a warning is deemed necessary or there should not be any action at all then the operative should be written to and the reasons for the decision set out (see section 19.3.8). If the outcome is a warning of some description then the right of appeal should also be set out.

19.3.11 Appeal Hearing

If the operative exercises the right to appeal then the-operative should ensure that it is made within the stipulated time limit. If the appeal is not allowed to proceed because it is out of time, the employer should write to the operative stating this.

The employer should write to the operative detailing the Appeal Hearing arrangements, which should be mutually convenient. The operative should be informed of the right to be accompanied (see 19.3.2 and 19.3.3).

Where an operative is persistently unable or unwilling to attend an Appeal Hearing without good cause the employer should make a decision on the evidence available.

A senior member of staff who is unconnected with the allegation, the investigation into the allegation or the Disciplinary Hearing should hear the appeal. If this is not possible because of the size and structure of the employer then the person hearing the appeal must act as impartially as possible.

After introductions the person conducting the Appeal Hearing should ensure that everybody is aware of the grounds of appeal. The person conducting the appeal should ensure that everybody has a copy of the relevant paperwork. If new documented evidence is to be presented by either party, then it should be provided in advance of the hearing together with an explanation of why it was not presented earlier.
Notes (preferably by somebody unconnected with the case) should be taken and kept. The operative or companion should be invited to explain and expand upon the ground(s) of appeal. The employer should have the opportunity to respond to the points raised by the operative or his companion. Questions should be asked to ensure all of the information is available.

If appropriate, the Appeal Hearing may be adjourned to investigate further. Once the questioning has been completed both sides should have the opportunity to sum up. The person conducting the appeal should consider the evidence and make a decision. Consideration must be given to factors such as the seriousness of the offence, a consistent approach to disciplinary sanctions, the operative’s length of service etc.

The operative should be notified of the appeal decision in writing as soon as possible. The letter should include the reasons for the decision as well as stating that this is the final stage of the internal/company disciplinary procedure. If the original decision is to be replaced with a lesser sanction then this should be included within the letter together with the length of time that this lesser sanction will be valid.

19.4 The JIB Disciplinary and Dismissals Procedure

If an operative is not satisfied with the outcome of the employer’s procedures then a claim can be brought under the JIB’s Disciplinary and Dismissals Procedure to have the case heard by a JIB Dispute Committee. If an operative also has the right to pursue a claim to an Employment Tribunal then a Tribunal claim should also be lodged within 3 months less 1 day of the event together with a request that the claim be “stayed” ie held in abeyance until the outcome of the JIB’s procedures is known. Failure to do so is highly likely to lead to a claim being ruled out of time by the Employment Tribunal. Please note that there is no automatic extension to the Employment Tribunal machinery whilst the JIB deals with the case unless the case is stayed.

Following the Dispute Committee hearing, there is the right of appeal to the JIB National Appeals Committee and then the JIB Independent Chairman.

Operatives are advised to seek guidance from their local Unite the Union Regional Officer. Details about the local Unite the Union Regional Officer can be found at www.unitetheunion.org.

The JIB cannot represent at an Employment Tribunal nor can it assist in completion of the ET1. An Application Form to pursue a claim for Unfair Dismissal through the JIB procedures can be downloaded at www.jib.org.uk/publications/JIB520.pdf and the accompanying booklet can be downloaded at www.jib.org.uk/publications/JIB527.pdf.

19.5 Pre-claim Mediation and Conciliation

The JIB offers a pre-claim mediation and conciliation service if the Parties wish to resolve an issue prior to formally lodging a claim through the JIB (and the Employment Tribunal if applicable).

A request should be made to the JIB’s Industrial Relations Department. It will still be the operative’s responsibility to ensure that a claim is also lodged through the JIB and the Employment Tribunal within the stipulated time period. Failure to do so may result in the claim being deemed out of time through either or both of the procedures.
The JIB will only provide this service when the internal procedures have been completed. It is not a service whereby the JIB has a role in the conducting of any disciplinary or grievance procedures.

19.6 Mediation and Conciliation

The JIB has an extremely successful mediation and conciliation service and seeks to resolve issues without recourse to Dispute Committees.

The JIB takes a very proactive approach to mediation and conciliation and will contact the Parties directly to offer its services once it has received the Respondent's Reply Form (downloadable at www.jib.org/publications/JIB522.pdf).

Further details about this service are contained within Section 3 of the JIB Handbook and downloadable at www.jib.org.uk/mediation.htm.

20. GRIEVANCE PROCEDURE

20.1 Introduction

For the avoidance of doubt, the term operative includes apprentice for the purposes of this Rule.

Grievance procedures exist to enable operatives to resolve grievances arising from their Contract of Employment. Often grievances can be resolved informally but on occasions when they cannot, it will be necessary to place the matter into the employer's formal Grievance Procedure.

At all stages of the procedures the operative can seek advice from the local Unite the Union Regional Officer and the employer can seek advice from the ECA's Employee Relations Department. Guidance on the procedure but not the merits of the case can also be obtained by either party from the JIB's Industrial Relations Department.

It is a legal requirement for employers to provide each operative with a written Statement of Main Terms and Conditions of Employment which must contain, amongst other information, details of the Disciplinary and Grievance Procedure or, if they are in another easily accessible document, specify this document. The written statement must specify whom the operative may apply to if they are dissatisfied with any disciplinary decision or if they wish to raise a grievance relating to their employment.

Many employers will have their own internal grievance procedures and may adhere to these procedures provided that they meet the standards set out in the acas Code of Practice Disciplinary and Grievance Procedures ("the acas Code"). The procedures set out in this Rule meet the requirements of the acas Code and are for those circumstances where there are not adequate internal procedures.

If an employer or operative unreasonably does not follow the procedures at 20.3, then an Employment Tribunal may increase or reduce any financial award by 25%. The process and awards made by the JIB Dispute Committee follow the same principles as Employment Tribunals.

20.2 Informal action

When an operative has a grievance relating to their employment, it may initially be raised informally with the line manager with the aim of resolving the matter without recourse to the formal grievance procedures at 20.3.

The formal grievance procedures should be utilised if the matter is not resolved to the operative's satisfaction at the informal stage or if the operative does not wish to raise the matter informally.
20.3 Minimum Standards for Company Procedures

The following is the standard expected for members covered under the JIB Agreement and complies with current legislation and the acas Code.

20.3.1 Right to be Accompanied

When a formal disciplinary, grievance or appeal meeting is to be convened, the operative must be advised of the right to be accompanied by a “single companion” (see 20.3.2 for apprentices) who must be:

- chosen by the operative and fall within the defined scope (see below)
- permitted to address the hearing (but not to answer questions on the operative’s behalf)
- permitted to confer with the operative during the hearing
- permitted to assist the operative where necessary

The defined scope means:

- a trade union official employed by the trade union; or
- a trade union representative certified, in writing, by the union to have had experience of, or to have received training in, acting as a worker’s companion at disciplinary and grievance procedures (eg shop stewards); or
- a fellow worker (ie another of the employer’s workers).

20.3.2 Apprentices

Where the operative is an apprentice, either one or both of the parents or guardians should be invited to attend the meeting as well as the single companion (see 20.3.1).

20.3.3 Step 1

An operative wishing to raise a formal grievance must do so in writing to the employer setting out the nature of the grievance.

Once a grievance has been raised, unless the employer is certain of all the facts relating to it, the employer will need to conduct an investigation. At the time of raising the grievance, or shortly thereafter, the operative must also provide any relevant information to the employer to assist in the investigation.

Where practicable, the person carrying out the grievance investigation should be separate from the person who will consider the merits of the grievance at the formal grievance hearing. In smaller organisations, this may not be possible. The person hearing the grievance should not be the person who is the subject of the grievance.

It is important that the investigation is not confused with the Grievance Hearing.

Unless the employer accepts that the grievance has merit without a Grievance Hearing, the employer must arrange a formal meeting to take place without unreasonable delay.

Where a Grievance Hearing is to be held the employer should write to the operative informing him that a Grievance Hearing will take place.

The letter should detail the arrangements together with the right to be accompanied (see 20.3.1 and 20.3.2) and any documented evidence that will be used should be enclosed. Similarly any documented evidence which the operative wishes to use should be submitted as far in advance as possible so that any necessary investigations can be made.
The arrangements for the Grievance Hearing should be mutually convenient to the employer, operative and their companion. Where an operative is persistently unable or unwilling to attend a Grievance Hearing without good cause the employer may make a decision on the evidence available.

The operative is normally entitled to know the identity of witnesses and to see copies of witness statements. This also means that they can question the contents of the statements. If a witness is to be called by either side then advance notification should be given. In certain circumstances there may be potential problems about releasing the identity of witnesses. In such circumstances advice can be sought through the ECA's Employee Relations Department, the JIB’s Industrial Relations Department or through the Unite the Union's Regional Officer.

20.3.4 Step 2

It is imperative that the Grievance Hearing is held in private and free from interruption. Notes (preferably by someone unconnected to the case) should be taken and kept.

At the Grievance Hearing, following introductions, the person conducting the hearing should ensure that the parameters are set out and that those present are aware of their roles.

The operative should be invited to have their case presented or present their own case. This should include an explanation of the grievance together with any suggestion on how it could be resolved. See 20.3.1 and 20.3.2 for details on the role of the companion at the hearing.

The person conducting the hearing should ask any questions relating to the statements made by and on behalf of the operative. The employer must also be allowed to present its case in response to the grievance and the person conducting the hearing should allow any questions relating to the statement(s) made by the employer.

Any witnesses should be questioned at the appropriate time ie depending on which party the witness is there to support.

The operative must make every effort to attend and the operative has the right to be accompanied (see 20.3.1 and 20.3.2).

The hearing may be adjourned and reconvened if necessary to investigate further and consider any new evidence. Following the hearing and any required further investigation, the person conducting the hearing must consider the evidence and make a decision on the grievance. The decision must then be notified, in writing, to the operative together with details of the appeals procedure, including the name of the person to whom they should appeal and the time limit (eg 10 working days) for submitting the appeal. The operative should also be informed that the appeal must be submitted in writing.

20.3.5 Step 3

If the operative exercises the right to appeal, the operative should ensure that it is made within time limit. If the appeal is not allowed to proceed because it is out of time, the employer should write to the operative stating this.

The employer should write to the operative with the Appeal Hearing arrangements, which should be mutually convenient. The operative should be informed of the right to be accompanied (see 20.3.1 and 20.3.2).
Where an operative is persistently unable or unwilling to attend an Appeal Hearing without good cause the employer may make a decision on the evidence available.

A more senior person who is unconnected with the claim should conduct and determine the outcome of the appeal. If this is not possible because of the size and structure of the company then the original person must act as impartially as possible.

After introductions, the person conducting the Appeal Hearing should invite the operative to set out the grounds of the appeal. The person conducting the hearing should also ensure that everybody has a copy of the relevant paperwork. If new documented written evidence is to be presented by either party then it should be provided in advance of the Appeal Hearing together with an explanation of why it was not presented earlier.

Notes (preferably by somebody unconnected with the case) should be taken and kept. The operative or companion should be invited to explain and expand upon the grounds of appeal. The employer should have the opportunity to respond to the points raised by the operative or his companion. Questions should be asked to ensure all of the information is available.

If appropriate, the Appeal Hearing should be adjourned to investigate further.

Once the questioning has been completed both sides should sum up.

The person conducting the Appeal Hearing should consider the evidence and make his decision giving consideration to whether or not the original decision was soundly based.

The operative should be notified of the appeal decision in writing as soon as possible. The letter should include the reasons for the decision as well as stating that this is the final stage of the internal company grievance procedure.

20.4 The JIB Grievance Procedure

If an operative is not satisfied with the outcome of the employer’s procedures then a claim can be brought under the JIB’s Grievance Procedure to have the case heard by a JIB Dispute Committee.

If an operative also has the right to pursue a claim to an Employment Tribunal then a Tribunal claim should also be lodged within 3 months less 1 day of the event together with a request that the claim be “stayed” ie held in abeyance until the outcome of the JIB’s procedures is known. Failure to do so is highly likely to lead to a claim being ruled out of time by the Employment Tribunal. Please note that there is no automatic extension to the Employment Tribunal time limit whilst the JIB deals with the case unless the case is stayed.

Following the Dispute Committee hearing, there is the right of appeal to the JIB National Appeals Committee and then the JIB Independent Chairman.

Operatives are advised to seek guidance from their local Unite the Union Regional Officer. Details about the local Unite the Union Regional Officer can be found at www.unitetheunion.org.

The JIB cannot represent at an Employment Tribunal nor can it assist in completion of the Tribunal forms.

An Application Form to pursue a grievance through the JIB procedures can be downloaded at www.jib.org.uk/publications/JIB520.pdf and the accompanying booklet can be downloaded at www.jib.org.uk/publications/JIB527.pdf.
20.5 Pre-Claim Mediation and Conciliation
The JIB offers a pre-claim mediation and conciliation service if the Parties wish to resolve an issue prior to formally lodging a claim through the JIB (and the Employment Tribunal if applicable).

A request should be made to the JIB's Industrial Relations Department. It is the operative's responsibility to ensure that a claim is lodged through the JIB and the Employment Tribunal within the stipulated time period. Failure to do so may result in the claim being deemed out of time through either or both of the procedures.

The JIB will only provide this service when the internal procedures have been completed. It is not a service whereby the JIB effectively has a role in the conducting of any disciplinary or grievance procedures.

20.6 Mediation and Conciliation
The JIB has an extremely successful mediation and conciliation service and seeks to resolve issues without recourse to Dispute Committees.

The JIB takes a very proactive approach to mediation and conciliation and will contact the Parties directly to offer its services once it has received the Respondent's Reply Form (downloadable at www.jib.org.uk/publications/JIB522.pdf).

Further details about this service are contained within Section 3 of the JIB Handbook and downloadable at www.jib.org.uk/mediation.htm.

21. EMPLOYMENT OF APPRENTICES
Apprentices under the JIB Training Schemes will be subject to the foregoing rules but in addition certain terms and conditions will be determined by the JIB National Board.
Details are included under Section 8.

22. ADDITIONS OR ALTERATIONS
Additions or alterations to these National Working Rules shall only be made by the JIB National Board.

Should either party to the JIB desire any addition or alteration to these National Working Rules, three months' notice must be given to the JIB.

EMPLOYMENT IN SCOTLAND
Operatives employed under the terms of these rules who are required to work in Scotland shall continue to be entitled to Benefit under National Working Rules 13 and 14 above (as provided by JIB Benefits Credits or alternative payments which should continue to be operated by the employer on behalf of the employees under the terms of Section 9 of this handbook) and payments under National Working Rule 12 in respect of any Statutory Holidays taken at times in accordance with rules applying to the site. In all other respects operatives shall be paid wages and be subject to conditions of employment as laid down at that time, for the type of employment concerned, by the Scottish JIB.

Note: Where the proposed arrangement involves long term working in Scotland on more than one contract the employee should, where possible, be offered a transfer to a Scottish shop with the full application of Scottish JIB Rules and arrangements.
Section 3

The JIB's Role in Mediation, Conciliation and Disputes
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1. THE JIB’S ROLE IN MEDIATION, CONCILIATION AND DISPUTES

Introduction

“acas recognises the great value of the JIB, ECA and Unite the Union in working together in an exemplary way to establish a model of ADR [Alternative Dispute Resolution] within this sector” ED SWEENEY, CHAIR, acas

When the JIB was set up in 1968, one of its principal objectives was to provide a forum by which it would adjudicate upon all kinds of disputes arising from the employment of labour within the Industry. This included a right to appeal by either party internally and ultimately to an independent adjudicator.

The JIB is focused as an independent industrial relations body operating on behalf of the Industry. Its Disciplinary, Dismissal and Grievance Procedures (collectively known as the Disputes Procedures) are set out within the JIB National Working Rules 19 and 20.

However, Dispute Committee hearings and subsequent appeals procedures should be the last resort. It is preferable to resolve matters to mutual satisfaction if possible (“win/win”). Disputes within the workplace take up management time (and therefore costs) and can sour working relationships. Sometimes the unlikeliest matter escalates and causes bitterness. By the time some disputes reach the JIB Disputes Procedures parties can become entrenched in their own views and the scale of perspective may be lost. The independence of the JIB, where the JIB takes a constructive and impartial approach, makes mediation and conciliation a vital service for members and non-members alike (see Other Mediation Services below).

What Is The JIB Disputes Procedure?

There are two categories under which disputes may be resolved. These are Unfair Dismissal claims and Grievance claims.

(i) Unfair Dismissal Claims

The JIB was, and remains, the only body which has held a Dismissal Procedures Agreement (“Exemption Order”) as catered for under Section 110 of the Employment Rights Act 1996 (through its forerunner under section 65 of the Employment Protection (Consolidation) Act 1978). This meant that any member of the Union who was working for an ECA member company under the terms of the JIB National Working Rules with a minimum of 26 weeks’ continuous service substituted their right to have their claim heard by the JIB and not by an Industrial (now Employment) Tribunal. The final stage of appeal was to an acas Independent Arbitrator. This unique facility was granted by the Secretary of State for Employment in 1979.

However, when the Human Rights Act 1998 came into being, the JIB held extensive discussions with the DTI to make the JIB’s procedures compliant with the complexities of this Act. As discussions were not ultimately successful the JIB revoked this Order through Parliament.

Rather than lose this area of expertise however, the JIB, under its procedures, decided to still hear ‘ordinary’ Unfair Dismissal claims eg Redundancy, Conduct, Capability, Some Other Substantial Reason or Constructive Dismissal through its procedures. However the JIB will not hear cases outside of the norm eg Sex, Race, Age Discrimination, Victimisation, Blacklisting, Harassment, TUPE etc. Such cases must proceed directly to an Employment Tribunal. To this end ‘ordinary’ Unfair Dismissal claims are still included within the JIB Disputes Procedures.
Again, uniquely, under the terms of the JIB Agreement individuals have employment rights including the right to claim Unfair Dismissal from their first day of employment. However the right to a hearing is not automatic and a Dispute Committee hearing can only be authorised by the Chairman and Deputy Chairman of the appropriate Regional Board.

Claims should not be lodged with the JIB until the internal company machinery has been exhausted. Following the Dispute Committee hearing, there are two further rights of appeal, which are to the National Appeals Committee and ultimately to the JIB Independent Chairman.

If an individual has the requisite service to make a claim to an Employment Tribunal (i.e. 12 months’ continuous service prior to 6th April 2012 or 2 years for those starting on or after 6th April 2012) then s/he can make a claim and have it ‘stayed’ i.e held in abeyance until the conclusion of the JIB procedures. If the matter is resolved to both parties’ satisfaction then the Employment Tribunal claim must be withdrawn.

Subject to the qualifying service being satisfied at the Employment Tribunal then, if the individual is not satisfied with the outcome, the claim can be reactivated following exhaustion of the JIB’s procedures.

(ii) Grievance Claims

The JIB also hears grievances arising out of the application of the JIB National Working Rules. Such claims include matters such as Wages, Travelling Time and Travel Allowance, Lodging Allowance, Holiday Pay etc. In addition the JIB will deal with claims for Notice Pay, Redundancy Pay etc. (usually these arise whilst included within an Unfair Dismissal claim but they are on occasion raised in their own right).

Again, there is no automatic right to a hearing and the authority for this lies with the Chairman and Deputy Chairman of the appropriate Regional Board.

The JIB will also need to be satisfied that the company’s internal procedures have been exhausted. Similarly, as above, should a Dispute Committee hearing be sanctioned then the parties will have further rights of appeal to the National Appeals Committee and ultimately to the JIB Independent Chairman. Again, the individual can make a claim to the Employment Tribunal.

Whilst technically individuals have the right to pursue these claims directly to an Employment Tribunal, in practice these types of claim are normally referred to and resolved within the JIB procedures. Whilst it increases the burden on the Disputes Procedure, it decreases the burden on the Employment Tribunal system. It is therefore a saving for the taxpayer if the JIB resolves the matter within its own machinery. The JIB procedures are also less formal than the Employment Tribunal procedures and the parties normally feel more comfortable dealing with cases on this basis rather than the more legalistic approach under the Employment Tribunal machinery.

Under both the Unfair Dismissal and Grievance procedures the JIB is obliged to have due regard to the appropriate employment legislation and remedy because any JIB Dispute Committee decision can be cited as evidence should there be a subsequent Employment Tribunal hearing. Therefore the reasons for the decision must fully be explained. The remedy will also be clearly set out. If this includes a financial award then the amounts will be clearly explained and calculated. Failure to do so may result in the Employment Tribunal disregarding or varying the JIB decision.
The success of the JIB's procedures and the high regard in which it is held by the parties, are evidenced by the fact that to date no JIB Dispute Committee decisions have reached an Employment Tribunal.

A decision of a JIB Dispute Committee resulting in a financial award is enforceable through the County Court although again, it is extremely rare that this happens due to the honouring of and the integrity of the JIB's procedures.

It is worth noting that no Dispute Committee hearing has ever taken more than one day.

**How Does The JIB Disputes Procedure Operate?**

The JIB's Disputes Procedure should only be accessed once an individual has exhausted the company's internal procedures. The procedures have been written in line with the acas Code of Practice – Discipline and Grievance procedures (the acas Code).

If the matter cannot be resolved internally then the individual can make an application by completing a JIB Disputes Procedure Application form. If the individual is a member of Unite the Union then s/he should contact their local Regional Officer. The local office of the Union is available from:

www.unitetheunion.com/regions.aspx

Upon receipt of the form the JIB will send a copy to the company for its response. If the company is a member of the ECA then a copy will be sent automatically to its Employee Relations Department.

Upon receipt of the company's response the JIB will send a copy of the paperwork to the Chairman and Deputy Chairman of the appropriate Regional JIB (RJIB) for their authority to set up a Dispute Committee hearing. If authority is given then the JIB will set a hearing date.

The JIB will also set up an informal mediation meeting with the parties' agreement to try and resolve the matter. These meetings are very successful with 85-95% of cases being resolved.

The JIB sets both mediation and Dispute Committee hearing dates at the same time in order to have a clear end date, which is in the interests of both parties.

If necessary a JIB Dispute Committee will hear and make a ruling on the case. The date for such a hearing will be around 12 weeks from receipt of the company's response.

As stated above there are slightly different rules where an individual has the right to make a claim to an Employment Tribunal.

The JIB will use this 12 week period to try and resolve the matter without the need for a formal hearing by way of mediation or conciliation.

Both the Application and the Response forms can be downloaded from within the Disputes Procedure section on the JIB website.

**What Is Mediation/Conciliation?**

Mediation is the process whereby the JIB will seek to resolve a dispute between the employer and the employee with, if appropriate, the involvement of their respective representatives. The JIB's role is very proactive. It differs slightly from acas in that its primary role is mediation rather than conciliation.
The JIB prefers the mediatory route. Meetings are arranged and conducted at a suitable convenient location eg the company’s office or a hotel and discussed in a structured but informal manner with everybody present.

There are many reasons for this. For example it makes the process more personal and it is easier to conduct the fact finding exercise in order to gauge the merits of the case. The parties are actively involved in person rather than solely through representatives.

Additionally it is easier to gain momentum and ask questions as issues arise which, by playing Devil’s Advocate, can get to the heart of the issues.

The aim of mediation is to compromise and reach a settlement which both parties are happy with – it is not a case of one side winning and the other losing.

The JIB has a great deal of experience in both mediation and take a proactive role in attempting to resolve disputes due to their experience of employment legislation (particularly where Unfair Dismissals are concerned) and the JIB National Working Rules.

Mediation is most effective where the employee is represented by the Union and the employer is represented by the ECA. However, this is not compulsory and if one side is not represented, the JIB, in any event, takes a neutral role.

Generally speaking conciliation is whereby cases are discussed and settlement reached without the need for a meeting eg by phone or email.

There are occasions whereby cases are settled without the need for a meeting. These are where cases are fairly straightforward or where, for example, the amounts being claimed are fairly low and, perhaps for economic reasons including management time, a settlement suits the needs of the business.

Due to the complexities of legislation and the nature of cases brought into the Disputes Procedure this is actually becoming rarer.

**How Does It Operate?**

Mediation/conciliation is voluntary and is entirely dependent upon the willingness of the parties to enter discussions. The JIB National Officer does not make a decision or make a judgement but is there to assist the parties to reach a settlement. There is no pressure on either side to settle a case and there is no financial incentive for the JIB or the National Officer if cases are settled. It exists as a free service to JIB members working under the JIB Agreement. Either party can withdraw from the proceedings at any time (however, this has never been known to happen due to the respectful willingness of the parties to appreciate the other side’s case).

The procedure, which has been in operation for over 40 years, involves the JIB National Officer chairing the meeting with the parties present. The case is fully discussed in a flexible and informal manner and the facts are established. Following this the JIB National Officer discusses the case with each party separately and, through these discussions, tries to reach a settlement. It should be noted that not all settlements are financial; indeed represented individuals have withdrawn cases following mediation meetings.

Sometimes settlements involve matters such as the provision of a reference, which are outside the remit of a Dispute Committee or an Employment Tribunal.
Who Can Use The Procedures?
The Disputes Procedures are open to any directly-employed JIB graded operative working under the terms and conditions of the JIB National Working Rules for a JIB member company.

The procedures are also open to registered apprentices. This includes apprentices working for non-JIB companies as part of the JIB training agreements.

The procedures are also available for the resolution of collective disputes. This usually applies on larger sites where there are potential site wide implications. The JIB will, however, only become directly involved once a guarantee of normal working has been given.

Pre-Claim Conciliation/Mediation
The JIB may also be called upon to conciliate or mediate on claims as a pre-emptive measure ie prior to the case being placed into the JIB Disputes Procedure but this is entirely dependent upon the nature of the case. In line with the acas Code the JIB also offers Pre-claim conciliation and mediation. Again this is covered within National Working Rules 19 and 20. In essence however it is still the operative’s responsibility to lodge their claim with the JIB and/or the Employment Tribunal.

What Types of Cases Will The JIB Conciliate/Mediate Upon?
As stated above the types of case the JIB will mediate upon are ‘ordinary’ Unfair Dismissal claims eg Redundancy, Conduct, Capability, Some Other Substantial Reason or Constructive Dismissal but will NOT hear cases outside of the norm eg Sex, Race, Age Discrimination, Victimisation, Blacklisting, Harassment, TUPE etc.

The JIB will also mediate upon grievances arising out of the application of the JIB National Working Rules for example as Wages, Travelling Time and Travel Allowance, Lodging Allowance, Holiday Pay etc. In addition the JIB will deal with claims for Notice Pay, Redundancy Pay etc. and any other matter by agreement.

What Does It Cost?
The JIB provides this service free of charge to its employers, employees, apprentices and non-members engaging apprentices as a benefit to the Industry.

If any other body or person wishes to use this facility then this can be arranged if both parties are in agreement. A fee may be charged for the use of this facility.

Other Mediation Services
The JIB also provides external mediation and has a team of mediation experts who have held high level positions within acas. These mediators can assist with mediation services outside of the JIB Agreement. The JIB makes a charge for this service and further details are available from the website www.jibms.org.uk. Organisations interested in this service should initially contact Sheik Khan, JIB Secretary (s.khan@jib.org.uk).

As well as employment issues, the JIB’s external mediators cover areas which the JIB does not eg Commercial, Family, Discrimination etc and can also provide other services such as workplace investigations.
Can A Claim Be Taken To An Employment Tribunal?
If conciliation/mediation is unsuccessful and a claim has been lodged at an Employment Tribunal then the claim can still be pursued at a JIB Dispute Committee.
If the individual is unhappy with the outcome of a JIB Dispute Committee decision then following the exhaustion of the appeals procedures they still have the right to pursue the claim at the Employment Tribunal.
If the claim has not been lodged with an Employment Tribunal because the operative does not have the requisite service for Unfair Dismissal then the decision can be appealed initially to the National Appeals Committee and ultimately to the JIB Independent Chairman.

How Successful Is Mediation?
The JIB has an enviable record of success with its mediation and conciliation procedures.
Since 1990 its record of resolving disputes placed into its procedures has been consistently between 85 and 95%.
In 2011 the continuing recession predictably saw a high number of referrals into the JIB dispute procedure. Indeed there were 98 referrals into the procedure and of these, 10 were disposed of i.e they were withdrawn, out of time, referred directly to the Employment Tribunal because of jurisdictional matters, the company went into receivership/liquidation or rejected by the Chairman and Deputy Chairman as they were unlikely to succeed.
Of the remaining 88 cases, 86 were successfully mediated by the JIB (98%). Only 2 needed to be resolved by a Dispute Committee, neither of which were appealed.
These figures are an excellent measure of the JIB’s success.
These figures do not include the many cases which are resolved either directly by the parties or concluded by way of settlement agreements through the JIB’s offices without the need to place them into the JIB procedures.

How Are Claims Settled?
If a settlement is reached that involves a financial payment then this is concluded by way of the JIB drawing up Settlement Papers with the JIB brokering the settlement. The contents of the settlement are confidential.
If the individual wishes to withdraw the case then s/he would either write to withdraw the case or the JIB will write and confirm this to the parties, dependent upon what is agreed at the mediation meeting or through the conciliation process.
Other types of settlement are drawn up by way of Settlement Papers and are tailored to suit the individual case.

Further Information
Once the internal procedures have been completed or the individual has raised the matter internally and no reply has been received then should an individual wish to pursue a claim through the JIB procedures, the Disputes Procedure Application Form should be downloaded (see above) and completed as the initial step.
For further information about the procedures please contact the JIB Industrial Relations Department on 03333 218230.
If any students, researchers or other interested bodies wish to discuss these matters then please feel free to contact Sheik Khan, JIB Secretary (s.khan@jib.org.uk).
2. JIB MEDIATION SERVICES

Background
The JIB has operated a mediation service to resolve individual and collective disputes in the electrical contracting industry since 1968. Our service has an enviable success rate around 90%.

We now provide a mediation service to member companies whose staff are not covered by the JIB Agreement as well as to employers outside our industry. We have a team of highly experienced ex-acas mediators, who have all successfully resolved thousands of people problems during their careers. We are confident that our mediators are among the best you will find in the UK.

Our aim is to provide you with a simple and effective process to resolve your problem. We will discuss the problem with you and appoint a mediator at an agreed fee. Our mediators are provided at a very competitive day rate, plus expenses. In almost every case only one day will be required to achieve a successful outcome.

Benefits of Mediation
Mediation is a useful management tool in trying to resolve workplace issues before they become formal, eg through an Employment Tribunal.

Mediation
- Saves costs
- Is less stressful for those involved
- Encourages co-operation and communication
- Means that individuals have their problems heard by somebody unconnected with the organisation, ie someone independent
- Gives the overall control to those involved, ie it is their solution

Other Services
Our other services to employers include:
- Investigation of breakdowns in the relationship between individuals or groups in the workplace
- Formulation of measures to restore effective working relationships
- Resolution of claims which have the potential to be heard at Employment Tribunal or are listed to be heard at Employment Tribunal
- Advice and support to employers and individuals to minimise the risk of future difficulties
Contact

In the first instance it may be of benefit to look at our website at www.jibms.org.uk

If you wish to make an initial enquiry then please contact Karen Sulsh on 01322 661605 or k.sulsh@jibms.org.uk

We will then contact you to explain the process in more detail and to decide how to proceed.

Upon confirmation that you wish to proceed we will send you the appropriate documentation which will include a confidentiality agreement.

If you have any queries about the process then please contact Sheik Khan on 01322 661609 or s.khan@jib.org.uk
Section 4

Grading Definitions
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1. GRADING DEFINITIONS

1.1 ADVANCED CRAFTSPERSON

Qualifications and Training

(1) Must have had 2 years working as a Craftsperson subsequent to the satisfactory completion of training and immediately prior to the application for this grade and

(2) Must have the same (or better) qualifications as a Craftsperson.

Duties

Advanced Craftspersons must possess particular practical, productive and building services engineering skills with adequate technical supervisory knowledge so as to be able to work on their own and carry out mechanical installation work without immediate supervision in the most proficient and economical manner.

These skills shall be evident at a higher level than a Craftsperson by virtue of efficiency, productivity, capability and the range of skills available.

Advanced Craftspersons must be able to supervise other operatives and larger work groups (greater than 3 operatives) and apply at least 2 welding skills when required by the employer.

Payment for these responsibilities and additional skills are included in the hourly rate.

Advanced Craftspersons must be able to set out jobs from drawings and specifications and requisition the necessary installation materials; and be able to accept responsibility for the proper completion of jobs. They must also have a thorough working knowledge of: the JIB Agreement as it applies to mechanical operatives; all pertinent regulations dealing with safe mechanical installation practices; consumer installations and consumer safety; relevant British Standards and codes of practice; health and safety and construction industry safety regulations; and environmental legislation.

1.2 APPRENTICES (STAGES 1, 2, 3 and 4)

Apprentices are advanced by way of both service and attainment of qualifications. The requisite for advancement is within section 8.2.5(d) Advancement and 8.2.6(d) Advancement.

1.3 APPROVED ELECTRICIAN

Qualifications and Training

Must satisfy the following conditions:

NB1: The requirements of this grade must be fully met but it is not a requirement to have been previously graded for an application to be successful.

NB2: for the avoidance of doubt, previous Inspection and Testing qualifications remain valid, and individuals who have already achieved Approved Electrician grading within the ECS are not required to undertake the new qualifications.

(1) Must have fully met the requirements for the grade of Electrician.

(2) Must have had two years’ experience working as an Electrician subsequent to the satisfactory completion of training and immediately prior to the application for this grade.
(3) Must have demonstrated competence in Inspection and Testing and obtained either the Level 3 Certificate in the Certification of Electrical Installations (inspection, testing and certification of electrical installations) or both the Level 3 Award in the Initial Verification and Certification of Electrical Installations and the Level 3 Award in the Periodic, Inspection, Testing and Certification of Electrical Installations (see Note 1).

Note 1: Both the qualifications are needed to cover the full scope of Inspection and Testing. City & Guilds 2394 or the EAL Level 3 Award in the Initial Verification and Certification of Electrical Installations and the City & Guilds 2395 or the EAL Level 3 Award in the Periodic, Inspection, Testing and Certification of Electrical Installations contain common theory elements within them. Given the level of training undertaken by ECS cardholders, the relevant theory element only needs to be taken once. These qualifications should be considered to be two parts of the same qualification. Operatives who already hold the City & Guilds 2391 or the EAL Level 3 Certificate in the Certification of Electrical Installations (inspection, testing and certification of electrical installations) do not need to attain the new qualifications.

The employer will ensure that the cost of a first attempt at the training scheme and examinations for Inspection, Testing and Certification of Electrical Installations is met without cost to the operative when they have satisfied all the other requirements for grading/regrading as an Approved Electrician.

Duties
Approved Electricians must possess particular practical, productive and electrical engineering skills with adequate technical supervisory knowledge so as to be able to work on their own proficiently and carry out electrical installation work without immediate supervision in the most efficient and economical manner; be able to set out jobs from drawings and specifications and requisition the necessary installation materials; be able to accept responsibility for the proper completion of jobs and, if required, supervise other operatives. They must also have a thorough working knowledge of the National Working Rules for the Electrical Contracting Industry, of the current IEE Regulations for Electrical Installations, of the Electricity Supply Regulations, 1988, issued by the Electricity Commissioners so far as they deal with Consumers' Installations (ie Regulations 22-29 inclusive and 31), of any Regulations dealing with Consumers' Installations which may be issued, relevant British Standards and Codes of Practice, and of the Construction Industry Safety Regulations.

1.4 APPROVED INSTRUMENT MECHANIC
1. An Approved Instrument Mechanic either:
   (a) Must have completed an approved apprenticeship course and qualified as an Instrument Mechanic. Must have had two years' experience working as an Instrument Mechanic subsequent to the completion of the apprenticeship.
   or
   (b) Must have 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.

2. Must have obtained practical experience in techniques of instrumentation maintenance and servicing on industrial process plant control systems. Must be able to work on his own proficiently and in accordance with associated safety codes and practices.

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Rate of pay
Appropriate rate of pay for a JIB Graded Approved Electrician.

1.5 APPROVED JOINTER
The Approved Jointer must have had experience in jointing all types of cable over 11kv and should be capable of jointing all types of cable up to and including 13.8kv.
Where there is a requirement to work on voltages above 13.8kv, the Approved Jointer must have had demonstrable technical and practical training for this type of work.
Equivalent Installation Grade: Approved Electrician.

1.6 CABLE FOREMAN
Any man filling this position should have had, at least, three years as a Leading Cable Hand, and be totally familiar with IEE Regulations regarding bending radii for various types and sizes of cable, embracing power control and special alarm cables laid in ground or racks or cleats.
Equivalent Installation Grade: Approved Electrician.

1.7 CABLE INSTALLATION SUPERVISOR
(a) must have at least five years’ subsequent experience as a Cable Foreman with responsibility money with a minimum of three years in a supervisory capacity in charge of cable installations of such a complexity and dimension as to require wide experience and organisational ability. Cable Installation Supervisors must have knowledge of the most economical and effective layout of such cable installations together with the ability to achieve a high level of productivity in the work they control.
or
(b) must have exceptional technical skill, ability and experience beyond that expected of a Cable Foreman and whose value to the employer would be as if he were qualified as a Cable Installation Supervisor under (a) above, and with the support of his present employer, may be granted this grade by the JIB.
Equivalent Installation Grade: Technician.

1.8 CRAFTSPERSON
Qualifications and Training
Must satisfy the following conditions:

(1) Must have successfully completed an apprenticeship or undergone some equivalent method of training and have had practical training in mechanical installations work as approved by the JIB, or

(2) Must have completed a recognised training program as a Ductwork Installation Trainee, or

(3) Must have obtained formal industry accreditation of prior learning for industry acquired skills and experience, and

(4) Must have obtained a NVQ3 level in H & V Installation (whether Industrial and Commercial, Domestic or Ductwork options) or approved equivalent.
Duties
A Craftsperson must be able to carry out without supervision all kinds of mechanical installation work appropriate to the grade, efficiently, and in accordance with the JIB Agreement and all relevant regulations, British Standards and Health and Safety regulations.
Craftspersons must be able to weld when required by their employer and must ensure that their welding competencies remain up to date and suitably certified.
A Craftsperson must be able to set out jobs from drawings and specifications and requisition the necessary installation materials; ensure compliance with all relevant standards, quality control requirements; commission and test systems; interact with other trades and related personnel for the efficient completion of the work.
Work on gas systems must comply with necessary regulations and standards. Craftspersons working on gas systems must be certified in accordance with the nationally accredited scheme for gas safety.

NB: The employment of Labourers will be in accordance with section 1.19

1.9 ELECTRICIAN

Qualifications and Training
Must satisfy the following conditions:

NB: The requirements of this grade must be fully met but it is not a requirement to have been previously graded for an application to be successful.

(1) Must have been a registered Apprentice or undergone some equivalent method of training and have had practical training in electrical installation work.

(2) Must have obtained a Level 3 NVQ in Electrotechnical Services (Electrical Installation – Buildings & Structures) or the Level 3 NVQ Diploma in Installing Electrotechnical systems and equipment (buildings, structures and the environment) (or approved equivalent) [see Note 1].

(3) Must have obtained the Level 3 technical certificate relevant to the NVQ either as part of the NVQ Diploma or as a separate qualification (such as the City & Guilds 2360 Electrical Installation Theory and Practice Part 2 or Level 3 Certificate in Electrotechnical Technology (or approved equivalent)).

Note 1: If the applicant meets the other two criteria but has not achieved a NVQ Level 3 in electrical installation, then a “Provisional” grading may be awarded if the following criteria are both satisfied:

(a) have obtained the Level 3 technical certificate relevant to the NVQ either as unit accreditation to the NVQ Diploma or as a separate qualification (such as the City & Guilds 2360 Electrical Installation Theory and Practice Part 2 or Level 3 Certificate in Electrotechnical Technology (or approved equivalent)).

(b) have obtained Achievement Measurement 2.

Duties
Must be able to carry out electrical installation work efficiently and in accordance with the National Working Rules for the Electrical Contracting Industry, the current IET Wiring Regulations for the Requirements of Electrical Installations BS7671, and the Construction Industry Safety Regulations.
1.10 ELECTRICAL IMPROVER

This grade has been introduced for apprentices who do not achieve their NVQ Level 3, and therefore are unable to complete their apprenticeship, to encourage them to remain in the industry. It is not a new grade to be utilised for NVQ Level 2 labour other than for apprentices who are registered on JIB Training Schemes and who have been unable to achieve the NVQ Level 3. It is the intention of the JIB to provide an opportunity for these apprentices to remain within the industry.

Qualifications

Must satisfy the following three conditions:

1. Must be registered with the JIB as an apprentice undertaking a JIB Training Scheme
2. Must have achieved an NVQ Level 2
3. Must have completed the further education courses, though not necessarily have passed all the examinations, associated with the appropriate training scheme. These will normally be either the City & Guilds 2360 Parts 1 and 2, the City & Guilds 2351, the City & Guilds 2330 or the EAL Diploma in Electrotechnical Services (500/3526/5).

Duties

Must, under the supervision of a fully skilled operative, be able to install wiring systems, wiring enclosures and electrical equipment required by electrical installation work in accordance with the National Working Rules for the Electrical Contracting Industry, the current IEE Regulations for Electrical Installations and the Construction Industry Safety Regulations. An Electrical Improver will not be deemed competent to carry out final connections, isolation of supplies or any form of inspection or testing.

Training

Electrical Improvers should be actively encouraged to continue their training to reach fully skilled grades. Employers should utilise any funds available from Local Learning and Skills Councils, Regional Development Agencies or any other sources to support Electrical Improvers in continuing their training.

1.11 HIGHWAY LIGHTING OPERATIVE GRADE 1/MAINTENANCE & INSTALLATION OPERATIVE

Scheme Occupation – Maintenance & Installation Operative

A person who has attained the mandatory requirements for a Maintenance & Installation Operative and a number of additional elements associated with the work requirement.

This person will have achieved the NVQ/SVQ Qualification at Level 2 units 1, 2, 3, 4, 5, 6, 7 & 8 (part). In addition NVQ/SVQ Level 3 units 6 & 7 will be achieved but will not provide a qualification at this level.

General Job Description

Be able to cover the full range of street lighting work. This may be a Maintenance Operative (Fault Repair) who can also carry out installation work (although may not drive and operate a mobile crane over 7.5 tonne), or an Installation Operative who is able to undertake the work of a Maintenance Operative (Fault Repair). Will also be able to undertake testing and record readings obtained. (Note: this person is unable to issue certificates).
1.12 HIGHWAY LIGHTING OPERATIVE GRADE 2/MAINTENANCE OPERATIVE (FAULT REPAIR) OR INSTALLATION OPERATIVE

Scheme Occupation – Maintenance Operative (Fault Repair)
A person who has attained the mandatory requirements for Maintenance Operative (Fault Repair) and a number of additional elements associated with the work requirement.
This person will have achieved the NVQ/SVQ Qualification at Level 2 units 1, 2, 3, 4, 5, 6 & 7. In addition NVQ/SVQ Level 3 unit 7 (part) will be achieved but will not provide a qualification at this level.

General Job Description
Undertake the work of a routine maintenance operative, carry out fault repairs to highway lighting apparatus and install replacements. Will also be able to undertake testing and record readings obtained and respond to emergency call-outs as required. (Note: this person is unable to issue certificates).
Or

Scheme Occupation – Installation Operative
A person who has attained the mandatory requirements for an Installation Operative and a number of additional elements associated with the work requirement.
This person will have achieved the NVQ/SVQ Qualification at Level 2 units 1, 2, 3, 7, 8 (part) & 9. In addition NVQ/SVQ Level 3 unit 6 (part) will be achieved but will not provide a qualification at this level.

General Job Description
Undertake the installation of the full range of highway lighting apparatus including lanterns and brackets. Will also be able to drive and operate mobile crane vehicles over 7.5 tonne and attend emergency call outs as required.

1.13 HIGHWAY LIGHTING OPERATIVE GRADE 3/Routine Maintenance Operative OR INSTALLATION OPERATIVE (NON CRANE)

Scheme Occupation – Routine Maintenance Operative
A person who has attained the mandatory requirements for a Routine Maintenance Operative and a number of additional elements associated with the work requirement.
This person will have achieved the NVQ/SVQ Qualification at Level 2 units 1, 2, 3, 4, 6 & 7 as a minimum. Unit 7 may be waived by employers where no contract work of this type is required (the lack of availability and therefore training requirement should not prevent a person receiving this grade if the other units have been obtained).

General Job Description
Undertake highway lighting routine maintenance that includes cleaning and visual inspection of apparatus, replacement of lamps and painting. Night time inspection may also be a requirement.
Or
Scheme Occupation – Installation Operative (Non Crane)

A person who has attained the mandatory requirements for an Installation Operative (Non Crane) and a number of additional elements associated with the work requirement.

This person will have achieved the NVQ/SVQ Qualification at Level 2 units 1, 2, 3, 7, 8 (part) & 9 as a minimum. Unit 7 may be waived by employers where no contract work of this type is required (the lack of availability and therefore training requirement should not prevent a person receiving this grade if the other units have been obtained).

General Job Description

Undertake the installation of the full range of highway lighting apparatus and able to act as a banksman to the operator of a mobile crane as required. The Installation Operative (Non Crane) may also undertake installations not requiring a mobile crane acting as the “lead” person.

1.14 HIGHWAY LIGHTING OPERATIVE GRADE 4/TRAINEE

This is an entry grade and will apply to scheme occupations Trainee, Routine Maintenance and Installation Operative (Non Crane) who have attained the mandatory units under the scheme but not all the additional units to advance to the next HLO grade.

1.15 INSTRUMENT ARTIFICER

1. An Instrument Artificer either:

(a) Must have completed an approved apprenticeship course, have qualified as an Approved Instrument Electrician or an Approved Instrument Pipefitter with at least two years’ practical experience in all aspects of instrumentation installation ie mechanical electrical, electronic and pneumatic and have obtained Instrument Maintenance Craft Certificate Part 2 (City and Guilds).

or

(b) Must have 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 under (a) above, and, with the support of his present employer, granted this Grade by the JIB.

2. Must have the ability to work proficiently without detailed supervision, be able to interpret instrumentation drawings and requisitions and be familiar with instrumentation installation techniques.

Rate of pay

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 JIB Agreements.

However, whether or not an operative who has this endorsement is entitled to receive the additional payment will be determined by the job title engagement terms in his Contract of Employment, ie:

(i) If he is engaged as an Instrument Artificer, or his job title is subsequently changed to Instrument Artificer, he will be entitled to receive the additional payment which will not fluctuate from job to job. (When an operative’s job title is changed to Instrument Artificer after his employer has given him written particulars of the terms of his employment, the...
employer shall, not more than one month after the change, inform the operative of the change by a further written statement.)

(ii) If he is not engaged as an Instrument Artificer he will revert to his substantive grade of Approved Instrument Electrician or Approved Instrument Pipefitter.

Note: There are no special grading requirements for Approved Instrument Electrician, Approved Instrument Pipefitter, Instrument Electrician and Instrument Pipefitter:

A Graded Electrician and a qualified Pipefitter engaged upon Instrumentation work may with the support of his employer, apply to the JIB for the appropriate Instrumentation Grade Card.

1.16 INSTRUMENT MECHANIC

1. An Instrument Mechanic either:

(a) Must have completed an approved apprenticeship course, have had adequate training in instrumentation maintenance and servicing and have obtained Industrial Measurement and Control Technicians Certificate Part 1 (City and Guilds).

or

(b) Must have completed an approved craft apprenticeship course, have obtained an equivalent academic qualification and have adequate practical training in instrumentation maintenance and servicing.

2. Must be able to carry out instrumentation maintenance and servicing work efficiently in accordance with drawings and manufacturers’ instructions.

Rate of pay

Appropriate rate of pay for a JIB Graded Electrician.

1.17 INSTRUMENT TECHNICIAN

1. An Instrument Technician either:

(a) Must have completed an approved apprenticeship course, have had a minimum of five years’ experience as a Senior Instrument Mechanic or Instrument Artificer and have obtained Industrial Measurement and Control Technicians Certificate Part 3 (City and Guilds) or HNC in approved subjects.

or

(b) Must 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 he were qualified as an Instrument Technician under (a) above and, with the support of his present employer, is granted this grade by the JIB.

2. Must be fully conversant with all aspects of erection and testing techniques of instrumentation systems in process and production control of industrial plant.

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 all relevant statutory provisions and in particular:

The Offices, Shops and Railways Premises Act, 1963
The Factories Act, 1961
Construction (Lifting Operations) Regulations, 1961
Construction (Head Protection) Regulations 1989
Electricity at Work Regulations 1989
Management of Health and Safety at Work Regulations 1992
Personal Protective Equipment at Work Regulations 1992
Control of Substances Hazardous to Health Regulations 1994
Construction [Design and Management] Regulations, 1994
Construction (Health, Safety and Welfare) Regulations, 1996

Must also have a working knowledge of:

- The IEE Regulations for the Electrical Equipment of Buildings.
- The Flameproof Enclosures of Apparatus BS 4683 Part 2.
- Intrinsic Safety BS CP1003.
- Electrical Equipment in Flammable Atmospheres BASEEFA.
- Terms and Definitions of Automatic Control BS 1523.
- Selection, Installation and Maintenance of Electrical Apparatus for use in potentially explosive atmospheres BS 5345.

Rate of pay
It is anticipated that the Instrument Technician will become a staff employee. (Attention is drawn to the Agreement of the N.J.C. for Environmental Engineering and Allied Staff.)

1.18 JOINTER

The Jointer must have had experience in jointing all types of cable up to 11kv including those which are up to and including the maximum voltages specified within the IEE Regulations. In addition the Jointer should be familiar with the requirements of the IEE Regulations.

Equivalent Installation Grade: Electrician.

1.19 LABOURER

Labourers may be employed to assist in the installation of cables in accordance with Section 5.1 – Cable Agreement: and to do other unskilled work under supervision provided that they should not be used to re-introduce pair working. Nothing in these rules should be taken to imply that labourers must be employed where there is not sufficient unskilled work to justify their employment, nor to prevent skilled men from doing a complete electrical installation job including the unskilled elements in these circumstances. On any Site at any time there shall be employed in total no more than one Labourer to four skilled JIB Graded operatives. This particular requirement may be reviewed in the light of the particular circumstances in respect of a particular site upon application, by either Party to the appropriate Regional JIB.

1.20 LEADING CABLE HAND

Any man filling this position should, at least, have had four years in a cable gang, and have experience in laying all types of armoured and plain lead covered cables, either underground or in racking, as appropriate and embrace the proper handling of the cable together with acceptable spacings and clipping placing requirements.

Equivalent Installation Grade: Electrician.
1.21 MECHANICAL TECHNICIAN

Qualifications and Training

Must satisfy the following 3 conditions:

(1) Must have obtained the NVQ/SVQ Level 3 Building Services Engineering supervision qualification (or approved equivalent) and

(2) Must have obtained the NVQ/SVQ Level 3 in the H & V Installation (whether in Industrial and Commercial, Domestic or Ductwork options) or must have the support of his present employer for Grading as a Mechanical Technician

(3) Must have at least 5 years’ experience as an Advanced Craftsperson with responsibility for supervision, including at least 3 years in a supervisory capacity in charge of mechanical installations of such complexity and dimension as to require wide technical experience and organisational ability.

Where an operative can, subject to confirmation, demonstrate exceptional practical site supervisory skills and experience, the requirement for formal qualifications set out in (1) and (2) above may be varied by the appropriate Regional JIB (or the Mechanical Grading Panel).

Duties

Mechanical Technicians must have knowledge of the most effective and economical layout of mechanical installations together with the ability to achieve a high level of productivity in the work they control. They must also be able to apply: a thorough working knowledge of the JIB Agreement as it applies to Mechanical operatives; all pertinent regulations dealing with safe mechanical installation practices; consumer installations and consumer safety; relevant British Standards and codes of practice; health and safety and construction industry safety regulations; environmental legislation.

1.22 MECHANICAL TRAINEE (STAGE 1)

This stage is aimed at unqualified individuals or who already hold the Engineering Services SKILLcard as a Mate or operatives with part qualifications but limited practical site experience, who, with the support of their employer, are working towards fully skilled status.

All candidates are required to study the Technical Certificate applicable to their relevant occupational discipline.

To progress to Stage 2 trainees will be required to satisfactorily complete the required off the job training programme; this is expected to cover equivalent to the Level 2 technical certificate or half the modules for the full Level 3 qualification.

Practical experience

In order to gain practical experience, or improve on their proficiency, a Mechanical Trainee (Stage 1) must be working on site, under close supervision, carrying out tasks relevant to their level of competence to gain practical site experience in installation techniques and working practices.

Time frame

Dependent upon qualifications and experience at entry, it is expected that this stage will take up to a maximum of two years.
Satisfactory completion of this stage will allow the operative to progress to Mechanical Trainee (Stage 2).

**Change of status**
To make an application for the change of status, the operative must complete a mechanical re-grading form, obtainable direct from the JIB or via the website, www.jib.org.uk. This form **must** be endorsed by the employer, to confirm his approval to the change of status, and supported by the relevant documentation.

**1.23 MECHANICAL TRAINEE (STAGE 2)**
This stage is aimed at individuals who are progressing from Mechanical Trainee (Stage 1) or who already hold the Engineering Services SKILLcard as an Installer.

New entrants who have been migrated to Stage 2 because they hold the Engineering Services SKILLcard as an Installer must attain the full requirement of Stage 1 if they do not already hold the required underpinning knowledge requirements for this stage. Additional time may be required to complete the training programme under these circumstances.

All candidates are required to successfully complete the Level 3 Technical Certificate applicable to their relevant occupational discipline. It is expected that operatives may start to compile evidence for their competency based assessment under direction of their assessor but this is not a requirement for the completion of this stage.

**Practical experience**
In order to improve on their practical proficiency, Mechanical Trainees (Stage 2) must continue to work on site, **under general supervision**, carrying out tasks relevant to their level of competence to gain practical site experience in installation techniques and working practices.

**Time frame**
Dependent upon qualifications and experience at entry, it is expected that this stage will take up to a maximum of **one year**.

For new entrants who have been migrated to Stage 2 because they hold the Engineering Services SKILLcard as an Installer it is expected that this stage will take up to a maximum of **three years** to complete dependent on their qualifications and meeting the full requirements of Stages 1 and 2.

Satisfactory completion of this stage will allow the operative to progress to Mechanical Trainee (Stage 3).

**Change of status**
To make an application for the change of status, the operative must complete a mechanical re-grading form, obtainable direct from the JIB or via the website, www.jib.org.uk. This form **must** be endorsed by the employer, to confirm his approval to the change of status, and supported by the relevant documentation.

**1.24 MECHANICAL TRAINEE (STAGE 3)**
This stage is aimed at operatives who are progressing from Mechanical Trainee (Stage 2), or who hold the underpinning knowledge requirement for NVQ Level 3 as stipulated below.
All entrants must have a reasonable degree of practical site experience and with the support of their employer, are working towards fully skilled status.

The Mechanical Trainee (Stage 3) stage is the final part of the Adult Craft Training Scheme. Before entitlement to skilled registration and grading can be allocated, in order to demonstrate competence in all the appropriate areas defined by the Industry’s Occupational Standards, operatives will be required to attain an **NVQ Level 3 in Mechanical Engineering Services** (in the required H & V or RAC occupational discipline).

**Practical experience**

Whilst this process is ongoing, the Mechanical Trainee (Stage 3) must continue to work on site, **under general supervision**, carrying out tasks relevant to their level of competence.

**Time frame**

Dependent upon practical experience and the level of qualification requirements already achieved, as defined in Stages 1 and 2 at the point of entry to this stage, it is expected that the evidence collection process will take a maximum of **one year**.

**Change of status**

Following successful completion of all the relevant stages, the operative will be eligible for grading as a Craftsman.

**Note: SummitSkills full framework completion certificate**

A SummitSkills full framework completion certificate is available directly from SummitSkills to candidates, providing the relevant Advanced Apprenticeship Framework. Please refer to the important notes section at the beginning of this scheme for further details.

**1.25 SENIOR INSTRUMENT MECHANIC**

1. A Senior Instrument Mechanic either:
   
   (a) 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, ie mechanical, electrical, electronic and pneumatic and have obtained Industrial Measurement and Control Technicians Certificate Part 2 (City and Guilds).

   or

   (b) Must have 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.

2. Must be familiar with correct application of measurement and control systems, interpretation of drawings and associated safety codes and practices.

**Rate of pay**

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 JIB Agreement.

However, whether or not an operative who has this endorsement is entitled to receive the additional payment will be determined by the job title engagement terms in his Contract of Employment, ie:
(i) If he is engaged as a Senior Instrument Mechanic, or his job title is subsequently changed to Senior Instrument Mechanic, he will be entitled to receive the additional payment which will not fluctuate from job to job. (When an operative's job title is changed to Senior Instrument Mechanic after his employer has given him written particulars of the terms of his employment, the employer shall, not more than one month after the change, inform the operative of the change by a further written statement.)

(ii) If he is not engaged as a Senior Instrument Mechanic he will revert to his substantive grade of Approved Instrument Mechanic.

1.26 TECHNICIAN

Qualifications and Training

Must satisfy the following three conditions:

NB: The requirements of this grade must be fully met but it is not a requirement to have been previously graded for an application to be successful.

(1) Must have fully met the requirements for the grade of Approved Electrician.

(2) Must have obtained a higher technical qualification (the City & Guilds ‘C’ Course Certificate or a Level 4 technical certificate in Building Services Engineering with an Electrical Installation bias (such as an HNC or approved equivalent) (see note 1).

(3) Either (a) Site Technician

Must have at least five years’ experience as an Approved Electrician, including a minimum of three years in a supervisory capacity in charge of electrical installations of such complexity and dimension as to require wide technical experience and organisational ability. Where an operative can, subject to confirmation, demonstrate exceptional practical site supervisory skills and experience the requirements for formal qualifications set out in (2) above may be varied by the appropriate Regional JIB.

Or (b) Installation Technician

Must have, with the support of the employer, exceptional technical skill, ability and experience beyond that expected of an Approved Electrician, so that his value to the employer would be as if he were qualified as a Technician under (a) above.

Note 1: applicants may also meet the qualification requirements for Site Technician if they hold the City & Guilds 2400 Design, Erection and Verification of Electrical Installations, or the City & Guilds 2396 or the EAL Level 4 Award in the Design and Verification of Electrical Installations.

Duties

Technicians must have knowledge of the most economical and effective layout of electrical installations together with the ability to achieve a high level of productivity in the work which they control. They must also be able to apply a thorough working knowledge of the National Working Rules for the Electrical Contracting Industry, the current IET Wiring Regulations for the Requirements of Electrical Installations BS7671, of the Electricity at Work Regulations, the Electricity Safety, Quality and Continuity Regulations, or any Regulations dealing with Consumers’ Installations which may be issued, relevant British Standards and Codes of Practice, and of the Construction Industry Safety Regulations.
1.27  **TRAINEE ELECTRICIAN (STAGE 1)**

This stage is aimed at unqualified individuals or operatives with part qualifications **but limited practical site experience**, who, with the support of their employer, are working towards fully skilled status.

All candidates are required to obtain the Certificate in Electrotechnical Technology at Level 2 from either EAL or City & Guilds unless already achieved.

Operatives who already hold the following qualifications are deemed to have satisfied the Level 2 technical certificate criteria:

City & Guilds 2330 Certificate in Electrotechnical Technology at Level 2 or
City & Guilds 236 Part 1 or
City & Guilds 2360 Part 1 or
City & Guilds 2351 Units 1, 2, 3 & 4 or
EAL Diploma in Electrotechnical Services Units 1, 2, 3, 4, 5 & 6

**Practical experience**

In order to gain practical experience, or improve on their proficiency, a Trainee Electrician (Stage 1) must be working on site, **under close supervision**, carrying out tasks relevant to their level of competence to gain practical site experience in installation techniques and working practices.

**Time frame**

Dependent upon qualifications and experience at entry, it is expected that this stage will take up to a maximum of **two years**.

Satisfactory completion of this stage will allow the operative to progress to Trainee Electrician (Stage 2).

**Change of status**

To make an application for the change of status, the operative must complete an Electrotechnical Certification Scheme form (ECS23R), obtainable direct from the JIB or via the website, www.jib.org.uk. This form must be endorsed by the employer, to confirm his approval to the change of status, and supported by the relevant documentation.

1.28  **TRAINEE ELECTRICIAN (STAGE 2)**

This stage is aimed at individuals who are progressing from Trainee Electrician (Stage 1) OR who already hold any of the following qualifications **and** can demonstrate the relevant degree of practical site experience who, with the support of their employer, are working towards fully skilled status:

City & Guilds 2330 Certificate in Electrotechnical Technology at Level 2 or
City & Guilds 236 Part 1 or
City & Guilds 2360 Part 1 or
City & Guilds 2351 Core Units 1, 2, 3 & 4 or
EAL Diploma in Electrotechnical Services Units 1, 2, 3, 4, 5 & 6

All candidates are required to obtain the Certificate in Electrotechnical Technology at Level 3 from either EAL or City & Guilds unless already achieved.
Operatives who already hold the following qualifications are deemed to have satisfied the Level 3 technical certificate criteria:

- City & Guilds 2330 Certificate in Electrotechnical Technology at both Level 2 and Level 3 or
- City & Guilds 236 Parts 1 and 2 or
- City & Guilds 2360 Parts 1 and 2 or
- City & Guilds 2351 ALL eight Units or
- EAL Diploma in Electrotechnical Services Level 3 (ALL ten units)

**Practical experience**

In order to improve on their practical proficiency, Trainee Electricians (Stage 2) must continue to work on site, **under general supervision**, carrying out tasks relevant to their level of competence to gain practical site experience in installation techniques and working practices.

**Time frame**

Dependent upon qualifications and experience at entry, it is expected that this stage will take up to a maximum of **one year**.

Satisfactory completion of this stage will allow the operative to progress to Trainee Electrician (Stage 3).

**Change of status**

To make an application for change of status, the operative must complete an Electrotechnical Certification Scheme form (ECS023R), obtainable direct from the JIB or via the website, www.jib.org.uk. This form **must** be endorsed by the employer, to confirm his approval to the change of status, and be supported by the relevant documentation.

1.29 **TRAINEE ELECTRICIAN (STAGE 3)**

This stage is aimed at operatives who are progressing from Trainee Electrician (Stage 2), or who hold the following qualifications **and** can provide evidence of a reasonable degree of practical site experience who, with the support of their employer, are working towards fully skilled status:

- City & Guilds 2330 Certificate in Electrotechnical Technology at both Level 2 and Level 3 or
- City & Guilds 236 Parts 1 and 2 or
- City & Guilds 2360 Parts 1 and 2 or
- City & Guilds 2351 (ALL eight Units) or
- EAL Diploma in Electrotechnical Services Level 3 (ALL ten units)

The Trainee Electrician (Stage 3) stage is the final part of the Adult Craft Training Scheme.

Before a skilled grade can be allocated, in order to demonstrate competence in all the appropriate areas defined by the Industry's Occupational Standards, operatives will be required to attain an NVQ Level 3 in Electrotechnical Services (Installations – Building and Structures).

A competence recognition process has been developed to help individuals put together the evidence required for the NVQ; full details are available from the JIB.

There will be a requirement for the operative to undergo a Practical Performance Assessment test (Achievement Measurement 2).
Practical experience

Whilst this process is ongoing, Trainee Electricians (Stage 3) must continue to work on site, under general supervision, carrying out tasks relevant to their level of competence.

Time frame

Dependent upon practical experience at the point of entry, it is expected that the evidence collection process will take a maximum of one year.

Change of status

Following successful completion of all the relevant stages, the operative will be eligible for grading as an Electrician.

Note: SummitSkills full framework completion certificate

A SummitSkills full framework completion certificate is available directly from SummitSkills to candidates, providing the three Key Skills have also been completed in addition to the requirements laid out in the JIB Adult Craft Training Scheme. Please refer to the important notes section at the beginning of this scheme for further details.
2. OTHER GRADES

The following grades are also awarded by the JIB from time-to-time to accommodate members with work in areas allied to the Industry. Please note that JIB conditions need not necessarily apply to these grades.

- Electrical Fitter
- Electrical Winder
- Electrician (Marine)
- Instrument Pipefitter
- Panel Builder
- Radio/Television Operative
- Refrigeration Operative
- Service Fitter
- Telecommunication Operative
- Wireman

- Approved Electrical Fitter
- Approved Electrical Winder
- Approved Electrician (Instrumentation Artificer)
- Approved Electrician (Marine)
- Approved Instrument Pipefitter
- Approved Instrument Pipefitter (Instrumentation Artificer)
- Approved Panel Builder
- Approved Radio/Television Operative
- Approved Refrigeration Operative
- Approved Service Fitter
- Approved Telecommunication Operative
- Approved Wireman

- Electrical Machinery Technician
- Panel Builder Technician
- Radio/Television Technician
- Refrigeration Technician
- Senior Instrument Mechanic Technician (Marine)
- Technician Winder
- Telecommunication Technician
- Wireman Technician.
3. **PROVISIONAL GRADES (Only available for directly-employed operatives working for JIB member firms)**

A "Provisional" grading will last for a period of 18 months during which time it is the operative's responsibility to achieve the relevant NVQ Level 3 with the support and co-operation of his employer.

It is anticipated that the normal NVQ process will consist of an initial session with an NVQ assessor, when the operative and assessor will decide how the operative is to put together a portfolio for assessment and what evidence can be gathered. At this point the operative would be registered as an NVQ candidate. The JIB will supply information on the location of suitable NVQ Assessment Centres.

The operative will then require an estimated 15 to 20 hours of work to gather the evidence. This will then be assessed by the NVQ assessor and either passed or the assessor will require a further session(s) with the operative to discuss the shortcomings and what further evidence is required. The fully completed portfolio would then be resubmitted to the NVQ assessor.

There are four elements of direct and indirect cost involved in this process – the time the operative has to spend compiling the portfolio, the time and travelling expenses incurred in the session(s) required with the NVQ assessor and the NVQ registration, assessment and certification fees.

These four elements are to be apportioned as follows:

- **the employer** will provide paid time off and actual travel expenses for the initial session with the assessor and up to two further assessment sessions. Any further sessions would be the responsibility of the operative.

- **the operative** will undertake the work in compiling the portfolio in his own time.

- **the JIB** will partially fund NVQ registration, assessment and certification fees through the JIB Further Education Fund. Application forms for this financial assistance will be provided by the JIB and will be issued with all notifications of "Provisional" gradings.

This apportionment of the direct and indirect costs would mean that the employer would make an initial contribution which should take place soon after the provisional grading, and would not be expected to make a further contribution until the operative had completed his initial portfolio in his own time.

If, at the end of the 18 month period, the operative has not obtained the NVQ, then the "Provisional" grading will be reconsidered by the JIB.
4. **RESTRICTED GRADES**

Where an operative cannot meet the requirements of the grading definition but has the express support and written confirmation by his employer of his ability to work safely in accordance with the appropriate regulations, an application for restricted grading may be made to the appropriate Regional JIB. Such an application should only be made in exceptional circumstances, such as long service employees who, for historical reasons, do not hold the necessary formal qualifications.

The restricted grade will be granted at the sole discretion of the appropriate Regional JIB, whose decision shall be final, and all applications will be monitored by the JIB Registration Department to ensure consistency. Such grades will be identified as "Conditional" and should the operative leave that employment the restricted grade may be invalidated.

Restricted grades may also be granted to those operatives who have trained either outside the installation industry or before the advent of NVQs. In such cases, with the full support of the employer, the grading definitions applicable prior to the introduction of NVQs may be applied as a means of industry assessment of the operative’s competence.

5. **TRAINING AND QUALIFICATION COSTS**

Should an employer require their employees to undertake IEE 17th Edition Regulations training then the costs involved will be met by the employer.

Possible funding avenues will be ascertained and utilized where employees are not required by their employers to undertake IEE 17th Edition Regulations training.
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The Procedure for Stage 4 Panel Hearings

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1. CABLE AGREEMENT

Installation of Cables Fixed to Buildings or Structures Including Cables Laid Within the Perimeter of the Site.

1.1 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 or therein and earthling runs.

1.2 TYPE OF EMPLOYEE

Skilled Operatives, and Labourers.

1.3 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 structures 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.

1.4 DEMARCATION

The classes of work set out in Section 1.3 includes the process of welding and shall be carried out by skilled JIB Graded Electrical operatives who have been suitably trained for the purpose. Where it is the custom of the firm to fabricate brackets or fixings in a workshop, this may be continued to be done in such a manner, but erection shall be carried out as defined in clauses 5 (a) (i) and (ii) 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 Electrical Operative's normal work.

1.5 METHOD OF WORKING

(a) (i) All cables (other than those specified in Section 1.5 (b) (iii) and metal or any other composition trunking to be erected by skilled operatives.

(ii) The erection of all tray work and support, etc., connected with tray work for cables to be carried out by skilled operatives.

(b) (i) The cutting and capping of all cables will be undertaken only by skilled operatives.

(ii) Cleating up of cables will be undertaken only by skilled operatives.

(iii) 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.

(iv) The cable gang referred to in Section 1.5 (b) (iii) 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.

(v) The installation and running on auxiliary routes of single cables up to and including ¾” diameter will be undertaken only by skilled operatives.

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Notes

1. Nothing in these Rules shall preclude the proper training of Apprentices in any of the skills associated with this Determination.

2. Labourers may be used to execute any unskilled portion of the work defined above but shall not be used to re-introduce pair working.

3. Where the volume of work on a site justifies it, and notwithstanding the above, labourers, as provided for in Section 1.5 (b) (iii) above, under supervision may be used in conjunction with skilled operatives 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.
2. **SHIPWORK AGREEMENT**

2.1 **DEFINITION**

This section shall apply to JIB Employer and Employee Participants in England, Wales, Northern Ireland, the Isle of Man and the Channel Islands engaged in installations on Ships in Shipyards.

This section shall apply at the sole discretion of the JIB and only upon the written authority of the National Board, which may call for any information it deems necessary and which may vary or discontinue the application of this Section as it considers necessary.

2.2 **WAGES**

Whilst operatives are engaged in installations on Ships in Shipyards the appropriate wage rate shall be the ship rate of the Yard or District for the same class of work.

2.3 **TRAVELLING TIME AND FARES AND LODGING ALLOWANCES**

Whilst this Section is in operation no payments shall be made under JIB National Working Rules 11.1, 11.2 or 11.3. Lodging Allowances and associated payments in accordance with Rules 11.4 and 11.5 may be paid to operatives who elect to lodge away from home and provide proof of lodging to the employer’s satisfaction.

2.4 **JIB NATIONAL WORKING RULES AND INDUSTRIAL DETERMINATIONS**

Whilst employed upon Ship Work, as defined in this Section, all other JIB National Working Rules, including Rules 13: Annual Holidays and 14: Sickness with Pay and Group Life Insurance, other than those specified in 2.2 and 2.3 above, shall apply.
3. **ONSHORE OIL AND GAS INSTRUMENTATION AND ANCILLARY ASSEMBLY AGREEMENT**

This agreement shall only apply at the sole discretion and with the written authority of the National Board of the JIB which may call for any information it deems necessary and which may vary or discontinue the application of this section as it considers necessary.

3.1 **SCOPE**

The construction on land of:

(i) oil and gas rigs
(ii) vessels moored to the land
(iii) production platforms and related structures
(iv) similar equipment in engineering sites or works which shall on completion of construction be utilised offshore for the exploration and/or processing of oil and gas from the sea bed.

3.2 **WAGES**

The following rates will apply to operatives engaged upon On Shore Work in connection with oil and gas exploration from the seabed:

From and including **5th January, 2004**.

<table>
<thead>
<tr>
<th>Grade</th>
<th>Transport Provided</th>
<th>Own Transport</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technician (or equivalent specialist grade)</td>
<td>£14.57</td>
<td>£15.17</td>
</tr>
<tr>
<td>Approved Electrician (or equivalent specialist grade)</td>
<td>£13.17</td>
<td>£13.77</td>
</tr>
<tr>
<td>Electrician (or equivalent specialist grade)</td>
<td>£12.31</td>
<td>£12.91</td>
</tr>
<tr>
<td>Labourer</td>
<td>£10.33</td>
<td>£10.90</td>
</tr>
</tbody>
</table>

*Note: No increases have been made since 2004.*

3.3. **TRAVELLING TIME**

Travelling Time will be at the rates determined from time to time by the JIB National Board.

3.4. **OTHER CONDITIONS**


*Note: Application for authority to operate this rule should be addressed to the Chief Executive of the JIB.*
4. SPECIFIED ENGINEERING CONSTRUCTION SITES AGREEMENT

Comparability Payment arrangements
The purpose of this determination is to draw the attention of employers, employees, major contractors and clients to the fact that there is a need at the tender stage to adequately cover for the comparability payments which are now becoming necessary on certain engineering construction projects.

At all times the JIB will insist upon the highest standards of efficiency and the highest standard of responsibility being maintained by its members. In no circumstances will the JIB countenance unconstitutional action, whether strikes or losses of productivity, on the project.

The JIB National Working Rules and Industrial Determinations shall apply in all respects except as provided hereunder:

4.1 NAECI PROJECTS
(a) Where the NAECI provisions apply (excluding NAECI Category 4) there will be a payment equivalent to that required to ensure comparability of earnings with NAECI crafts people.
(b) Any other variations from the JIB National Working Rules necessary to achieve comparability (eg hours of work or shift conditions) shall be as determined by the JIB Management Committee.

These conditions shall apply from/to the dates determined by the JIB Management Committee.

4.2 THE OPERATION OF, AND TENDERING FOR, CONTRACTS UNDER OTHER NON-JIB AGREEMENTS
JIB members are reminded that all electrical and instrumentation work must be carried out within the terms of the JIB National Working Rules.

Permission to operate in manner different from that contained with the JIB National Working Rules must be sought from and can only be given by the JIB Management Committee.

From time to time circumstances arise where a JIB member company or operative is invited to operate or tender for a contract which includes a clause requiring JIB member operatives to work to an Industrial Agreement containing rates of wages, conditions and procedures different from those contained within the JIB National Working Rules.

Where such an invitation to tender is received by a JIB member company, that company must inform the JIB and receive permission prior to responding to the invitation from the JIB Management Committee.

4.3 DATE OF COMMENCEMENT AND TERMINATION
On any Engineering Construction Project which attracts a comparability payment, the JIB Management Committee shall determine the date of commencement and termination of that payment.
5. REGISTER OF CABLING AND JOINTING CONTRACTORS

5.1 RULES OF MEMBERSHIP

5.1.1 CABLING AND JOINTING CONTRACTORS

To be included upon the JIB Register of Cabling and Jointing Contractors, a firm will placed upon a one year’s probationary period and must satisfy the following requirements to the Cabling & Jointing Committee:

(a) it must employ only JIB Graded operatives (whether skilled or unskilled)
(b) the only Union with formal recognition and bargaining rights for all such operatives shall be Unite the Union
(c) it must employ a minimum of four directly-employed operatives and provide details of each operative’s qualifications and experience
(d) it must provide copies of statutory insurance certificates (public liability and employer liability) as well as a copy of the contractors all risk insurance certificate of at least £1 million
(e) it must provide references naming three specific jobs and monetary values of those jobs, carried out within the last three years by the company wishing to obtain membership
(f) it must provide a copy of its Safety Policy, Grievance and Disciplinary Policy.

In addition, the firm must undertake that:

(g) any groups of unskilled labourers are properly supervised by a qualified JIB Graded Skilled Operative in the employ of the firm
(h) it particularly understands the requirement of National Working Rule 17 Subcontracting, the Use of Employment Business Labour and Self-Employed operatives and Section 5.1 (The “Cable Agreement”) of the Rules
(i) it will give immediate access to an authorised representative of the JIB¹ to inspect wages books, or any other documents necessary to satisfy the JIB that proper employment policies are observed (This includes access to Unite the Union Regional Officers and Unite the Union accredited Shop Stewards² to inspect JIB Registration Cards and Unite the Union membership Cards)
(j) it understands that unskilled workers must not be required to undertake work which is appropriate to skilled operatives
(k) all applications will be recommended or otherwise by the Cabling & Jointing Committee prior to final decision by the appropriate RJB.

5.1.2 JOINTING CONTRACTORS

The Jointing Register is open primarily to one or two-man jointing contractors. To be included upon the JIB Jointing Register, the following requirements must be satisfied to the Cabling & Jointing Committee:

(a) An initial fee shall be charged. This fee shall include the operative’s Registration Card. The operative must purchase Benefits Credits for himself and any other directly-employed operatives

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¹. Defined as an employee of the JIB.
². Defined under 3.3 Recognition under Section 7 of the Code of Good Practice – Job/Shop Representatives.
(b) If the operative already holds a Registration Card, then the operative shall be entitled to a refund of the cost of the Registration Card

(c) A jointing company shall apply to join the Register through the usual membership procedures

(d) A jointer who employs an unskilled worker shall have the Assistant graded as a Jointer's Assistant. The fee shall be calculated on a pro-rata basis of 75%. A Jointer's Assistant Registration Card shall be issued

(e) The only Union with formal recognition and bargaining rights for operatives shall be Unite the Union

(f) Copies of the statutory insurance certificate must be provided

(g) It must provide a copy of its Safety Policy, Grievance and Disciplinary Policy.

In addition the following must be undertaken:

(h) The requirements of the National Working Rule 17 Sub-Contracting, The Use of Employment Business Labour and Self Employed Operatives must be adhered to

(i) Immediate access to an authorised representative of the JIB¹ to inspect wages books or any other documents necessary to satisfy the JIB that proper employment policies are being observed shall be given (this includes access to Unite the Union Regional Officers and Unite the Union accredited Shop Stewards² to inspect JIB Registration Cards and Unite the Union Membership Cards)

(j) A Jointer's Assistant must not undertake work of a skilled nature

(k) All applications will be recommended or otherwise by the Cabling & Jointing Committee, prior to final decision by the appropriate RJIB.

5.2 FOR GRADING DEFINITIONS SEE SECTION 4

5.3 FOR WAGE RATES SEE NATIONAL WORKING RULE 6

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1. Defined as an employee of the JIB.
2. Defined under 3.3 Recognition under Section 7 of the Code of Good Practice – Job/Shop Representatives.
5.4 JIB REGISTER OF CABBING AND JOINTING CONTRACTORS

Please note that for ease of reference, companies are listed on the JIB Register of Cabling and Jointing Contractors as either:

A. Cabling only
B. Jointing only
C. Cabling and Jointing
D. A Major Cabling Contractor

This list is subject to periodic changes and redesignations and members are advised to obtain the current Register from the JIB website under the Industrial Agreement section.

<table>
<thead>
<tr>
<th>REGISTER</th>
</tr>
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<tbody>
<tr>
<td>D Babcock Networks Ltd, Unit 1A, Rivergreen Business Centre, Queens Meadow, Stockton Road, Hartlepool TS25 2DL</td>
</tr>
<tr>
<td>C Beaver Management Services Ltd Group, Royal Middlehaven House, 1st floor, 21 Gosford Street, Middlesbrough TS2 1BB</td>
</tr>
<tr>
<td>D CBL Cable Contractors Ltd, Bensway House, Usworth Road, Hartlepool, Cleveland TS25 1PD</td>
</tr>
<tr>
<td>C CMEC Cable Division Ltd, Unit 5, Bestwood Business Park, Park Road, Bestwood Village, Nottingham NG6 8TQ</td>
</tr>
<tr>
<td>C Cable Installation Services Ltd, Unit 514, Four Oaks Road, Walton Summit Centre, Bamber Bridge, Preston PR5 8BW</td>
</tr>
<tr>
<td>C Cable Jointing Services Ltd, 8 Melvyn Gardens, Roker, Sunderland, Tyne and Wear SR6 9LF</td>
</tr>
<tr>
<td>C Conquest Cabling Services Ltd, Unit E, Unit 24, Business Centre, 20 James Road, Birmingham B11 2BA</td>
</tr>
<tr>
<td>C Creatside Ltd, 1 Dover Road, Northfleet, Gravesend, Kent DA11 9PH</td>
</tr>
<tr>
<td>C L G Farncombe Ltd, 73 Petersfield Road, Birmingham B28 0AU</td>
</tr>
<tr>
<td>C Industrial Power Solutions Ltd, Unit E2, Springhead Enterprise Park, Northfleet, Kent DA11 8HH</td>
</tr>
<tr>
<td>C I E S Instrumentation Elec Servs. Ltd, Braesye Court, Bowesfield Crescent, Stockton-on-Tees TS18 3BL</td>
</tr>
<tr>
<td>D Integrated Cable Services Ltd, Bentley Avenue, Cowpen Lane Industrial Estate, Billingham, Cleveland TS23 4BU</td>
</tr>
<tr>
<td>C TM Lievesley Ltd, 1 Central Avenue, Stapleford, Nottingham NG9 8DZ</td>
</tr>
<tr>
<td>C MGR Contracting Ltd, Unit 1, Bertha Street Business Park, Bertha Street, Hartlepool TS24 7LQ</td>
</tr>
<tr>
<td>C Mains Distribution Ltd, Union Street, Pendlebury, Manchester M27 4HL</td>
</tr>
</tbody>
</table>
### REGISTRANTS

<table>
<thead>
<tr>
<th>Code</th>
<th>Company Name</th>
<th>Address</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>C</td>
<td>Metricab Power Engineering Ltd</td>
<td>Riverside House, Sedgwick Lane, Horsham, West Sussex RH13 6QE</td>
<td>01403 272508</td>
</tr>
<tr>
<td>B</td>
<td>Midland Cable Jointing</td>
<td>16 Gretton Road, Mapperley, Nottingham NG3 5JT</td>
<td>0115 960 3413</td>
</tr>
<tr>
<td>C</td>
<td>Multi Business Service Power Installations Ltd</td>
<td>Oaks Offices, 86 Peppard Road, Sonning Common, Reading RG4 9RP</td>
<td>0118 924 2906</td>
</tr>
<tr>
<td>C</td>
<td>Murphy Ltd</td>
<td>Ashley House, Ashley Road, Tottenham Hale, London N17 9LZ</td>
<td>020 8885 3545</td>
</tr>
<tr>
<td>C</td>
<td>PFM Power Ltd</td>
<td>Bridge House, 25-27 The Bridge, Harrow, Middlesex HA3 5AB</td>
<td>08448 000218</td>
</tr>
<tr>
<td>D</td>
<td>WT Parker Group Ltd</td>
<td>24-28 Moor Street, Burton-on-Trent DE14 3SX</td>
<td>01283 542661</td>
</tr>
<tr>
<td>A</td>
<td>Powerseal Elec Cable Contractors</td>
<td>Unit 9, Indigo Works, Oil Sites Road, Ellesmere Port, Wirral CH65 4AJ</td>
<td>0151 357 2866</td>
</tr>
<tr>
<td>C</td>
<td>Premier Cable Installations Ltd</td>
<td>Premier House, 10 Vikery Way, Chetwynd Business Park, Chilwell, Nottingham NG9 6RY</td>
<td>0115 972 8020</td>
</tr>
<tr>
<td>D</td>
<td>Quartzelec Ltd</td>
<td>Redwither Road Industrial Estate, Wrexham, Clwyd LL13 9PD</td>
<td>01978 664000</td>
</tr>
<tr>
<td>D</td>
<td>Ronan &amp; Co T A</td>
<td>Ronan House, 2D Askew Road, Shepherds Bush, London W12 9BH</td>
<td>020 8749 3051</td>
</tr>
<tr>
<td>C</td>
<td>S P Cabling Co Ltd</td>
<td>Silver Birch, Silver Close, Kingswood, Tadworth, Surrey KT20 6QS</td>
<td>01737 830251</td>
</tr>
<tr>
<td>C</td>
<td>SWA Cable Installations Ltd</td>
<td>Unit 19, Hindley Business Centre, Platt Lane, Hindley, Wigan WN2 3PA</td>
<td>01942 255645</td>
</tr>
<tr>
<td>C</td>
<td>South Eastern Cable Contractors Ltd</td>
<td>Bateup Meadow, Ticehurst Road, Hurst Green, East Sussex TN19 7QT</td>
<td>01580 200541</td>
</tr>
<tr>
<td>D</td>
<td>Taylor (Cable Contrs) Ltd F B</td>
<td>5 Camp Hill Close, Ripon, N. Yorkshire HG4 10Y</td>
<td>01765 600261</td>
</tr>
<tr>
<td>C</td>
<td>Thames Cable Co</td>
<td>60 Robsart Place, Cumnor, Oxford OX2 9QT</td>
<td>01865 863603</td>
</tr>
<tr>
<td>C</td>
<td>Wirepoint Ltd</td>
<td>The Willows, Hooley Drive, Rayleigh, Essex</td>
<td>01268 655270</td>
</tr>
</tbody>
</table>
BMSL were established in 1996 by individuals who spent their working lives in Construction, to provide solutions to Industry. Through acquisitions and growth we have now extended our services and can offer support across a wide range of products.

Specialist to the Building Services and Process Industries

BMSL offer the following services:-

- LV & HV cable and containment installations
- Labour only sub-contract specialising in M&E
- Cable installation and jointing
- Electrical Testing & Inspection
- LUL & Rail
- Manpower solutions

Head Office
Royal Middlehaven House, 21 Gosford Street, Middlesbrough, TS2 1BB
Tel: 01642 644 944 / E.Mail enquiries@bmsgroupltd.co.uk

Regional Offices
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CBL CABLE CONTRACTORS LTD.

MAJOR CABLELING CONTRACTOR

SPECIALISTS IN HV & LV CABLE INSTALLATION & JOINTING

- NUCLEAR ESTABLISHMENTS
- POWER STATIONS
- PETROCHEMICAL PLANTS
- IRON & STEEL PLANTS
- WATER TREATMENT WORKS
- COMMERCIAL BUILDINGS

- PAPER MILLS
- TUNNELS
- OFFICE BLOCKS
- RAILWAYS
- UNDERGROUND RAILWAYS
- HOSPITALS

- SEWAGE TREATMENT WORKS
- OFFSHORE INSTALLATIONS
- SHIP BUILDS
- MARINE INSTALLATION
- WIND FARMS
WE ARE ONE OF FEW
MAJOR CABLE CONTRACTORS
ON THE JIB REGISTER

WE SPECIALISE IN
• POWER • FIRE ALARM • SIGNAL • HV & LV • INSTRUMENTATION •
  SUB-SEA • DATA COMMUNICATIONS • FIBRE OPTIC • CCTV
• OFFSHORE CABLING INSTALLATION •
• CABLE RACK & TRAY • CABLE TRUNKING • CONDUIT • LIGHTING •
  LV & MV DISTRIBUTION • FIRE PROTECTION
• BUSBAR INSTALLATION •
• HV TERMINATIONS • HV JOINTING • HV PRESSURE TESTING •

BENSWAY HOUSE,
USWORTH ROAD,
HARTLEPOOL
TS25 1PD
TEL: (01429) 867474
FAX: (01429) 867454
E-MAIL: ENQUIRIES@CBLCABLE.CO.UK
INTEGRATED CABLE SERVICES LTD
Bentley Avenue, Cowpen Lane Industrial Estate
Billingham, Cleveland TS23 4BU
Tel 01642 873 673       Fax 01642 873876

Email: integratedcable@aol.com
www.cableinstallation.co.uk

Specialists to the Electrical Contracting Industry in HV & LV Cable installation and Cable Jointing up to 33,000 volts
Directly employed and experienced JIB Graded Cable and Jointing staff, carrying out Commercial and Industrial works throughout the UK and Europe.
Metricab Power Engineering Limited

Specialists in the electrical power distribution industry

Established in 1972 by Chairman, Charles Thatcher this family business continues today under his final control. Over the years the Company has earned a revered position within the industry and we are proud to boast an enviable clientele that includes many private and public sector organisations.

To achieve a constant high quality of service 100% of our workforce is directly employed, JIB/ECS registered, constantly appraised and provided with extensive training. We encourage career advancement and pride ourselves on the enviable workmanship, team support and loyalty of our staff.

In pursuance of continued success we adopt strict policies of commitment to quality, environmental and health and safety issues. These policies are monitored and regularly reviewed to ensure that they remain effective and compliant with current legislation.

In addition to our membership of the ECA, JIB and NICEIC, the company is accredited by Constructionline, the UK’s register of pre-qualified local and national construction and construction-related contractors and consultants.

We are also accredited by Lloyds Register EMEA and have been awarded status of Utility Connection Provider (UCP) in accordance with the National Electricity Registration Scheme (NERS), enabling us to carry out contestable connection work on all UK Distribution Network Operators (DNO’s) networks.

We pleased to offer our clients a fully comprehensive service, including the design, supply, installation and maintenance of high, medium and low voltage systems. From the simplest of cable terminations, to the complexity of a complete electrical distribution network.

“We value our clients and constantly strive to provide a first-rate service.”

Metricab Advert 2010 version A

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Established in 1966, we are one of the largest cable installation contractors in the UK. We have a large workforce of skilled and experienced operatives and supervisory staff who are all CSCS affiliated.

“LEADING THE WAY IN CABLE INSTALLATION”

SPECIALISTS IN ALL TYPES OF CABLE INSTALLATION

- HV, MV & LV Cable Installation
- Cable Containment Installation
- MV & LV Cable Jointing

www.fbtaylor.co.uk

t: 01765 600 261
e: enquiries@fbtaylor.co.uk

“LEADING THE WAY IN CABLE INSTALLATION”
Established in 1966, we are one of the largest cable installation contractors in the UK.

We have a large workforce of skilled and experienced operatives and supervisory staff who are all CSCS affiliated.

F B TAYLOR (CABLE CONTRACTORS) LTD
5 CAMP HILL CLOSE, RIPON, NORTH YORKSHIRE, HG4 1QY
T: 01765 600 261    F: 01765 607 489
E: enquiries@fbtaylor.co.uk

www.fbtaylor.co.uk
multi building services power installations ltd
Oaks Offices, 86 Peppard Road, Reading, RG4 9RP

tel :  +44 (0) 118 924 2906
fax :  +44 (0) 118 972 2026
email : mail@multi-bs.com
Registered no. 5109152 England

LV & HV Cable Installations
LV & HV Cable Jointing
Complete Electrical Installations
Testing & Inspection Services
Data Centre Experts both in the UK and Europe
The experience of both our Directors & our directly employed workforce is vast, with experience in all aspects of cable installation & termination works including but not limited to:

**Data Centres: Offices: Colleges Schools**

**Operational Factories Warehouses**

**High Level Buildings: Power Stations**

**Hospitals: Tunnels: MOD**

All of our workforce are JIB Members and graded accordingly.

Our Jointing teams are specialist trained in the latest market products-

Raychem/3M/Nexans/Pfisterer/Kabledon & qualified for works up to 132KV including testing.

We provide all the cabling plant required to carry out our installations including winches-Trailer & portable electric, jacks/plinths/bars/rollers/jointing tools & HV testing equipment.

We have an ongoing Health & Safety training program which ensures all our teams have the correct personnel within including: JIB/ECS, First Aiders, Manual Handling, safety harness fitting/inspecting, IPAF, PASMA & Confined Space, IOSH managing safety.

We cascade weekly H&S information down to our workforce through Toolbox Talks delivered by our Nebosh/Iosh trained personnel & engage the services of an independent Health & Safety Consultant for more specific in depth training.

We operate a Quality Management system fully accredited to BS EN ISO 9001:2008. With a fully committed management and workforce we always achieve the highest standards of workmanship, with program dates & time restraints always met.
Cabling Division

Specialists in all types of cabling installation including:

- HV cable installation, terminations, jointing and testing
- LV cable installation, terminations, jointing and testing
- HV switchgear, supply, installation, operation and maintenance
- HV transformers, supply, installation, operation and maintenance
- Cable management and general containment systems
- Cable trenching and reinstatement to all surfaces
- Emergency call out and temporary generation
- Cable fault location and rectification

WT Parker Ltd
4 Ruston Road
Grantham
Lincolnshire NG31 9SW
Tel: 01476 567648
Fax: 01476 563159
Email: grantham@wtparker.co.uk
Web: www.wtparker.co.uk

registered member
ECA
FSB
NICEIC
APPROVED CONTRACTOR

Industrial Power Solutions Ltd

Electrical Contractors

Sectors Covered
Industrial, Commercial, Retail, Public, Residential, Education

Services Provided
- HV energy cable systems
- LV mains cabling and jointing
- Busbar installation
- Containment
- General electrical services
- Small power and lighting
- All associated management and support activities

Telephone: 01474 760 456
Email: info@industrialpowersolutions.co.uk
Unit E1, Springhead Enterprise Park, Northfleet, Kent DA11 8HH

ECA
NICEIC
APPROVED CONTRACTOR
We can offer fully trained cable gangs to install and fix all cable types up to and including 33KV.
Our operatives are all annually assessed in house for competency in all disciplines.
They are JIB graded and ECS tested.
They are also trained in use of access equipment (PASMA), MEWPS (IPAF/CITB), Confined Space Working
Winch Operation (CITB)
Substation trained (CP1 & CP2 by UKPNS)

Our highly trained and competent team of cable jointers work in conjunction with our cable gangs to deliver a fully completed cable installation.
Our Jointers are all annually assessed in house for competency in all disciplines.
They are JIB graded and ECS tested.
Many are also trade tested by EDF Energy.
Like the cable gangs they are also trained in use of access equipment (PASMA), (PASMA), MEWPS (IPAF/CITB), Confined Space Working & Substation trained (CP1 & CP2 by UKPNS)

Our teams of ground workers are capable of undertaking all types of trenching works associated with cabling works.
We have the plant and machinery to carry out excavations and reinstatement in most conditions and surfaces.
Our operatives are trained in plant operation and are certified under CITB, with their log books updated and reviewed continually.

We are happy to undertake any size of contract, and our office based estimating team will endeavour to provide a competitive price based on the specific contract details.
Distributors of power cable accessories and cable handling equipment.

Please contact us for more information on benefits available to JIB members.

sales@etscc.co.uk
0208 405 6789
www.etscc.co.uk
6. JIB DATACOMMS FRAMEWORK AGREEMENT

6.1 FOR GRADING DEFINITIONS SEE SECTION 4

6.1.1 The Agreement

Parties to the Agreement being the Electrical Contractors’ Association (ECA) and Unite the Union.

6.1.2 Scope of Work

The installation, termination, commissioning, repair and maintenance of Structured Cabling Systems for Datacomms, including Data, Voice, Fibre Optic, Co-AX, Information & Communications Technology systems in the field of the Building Services Engineering Industry, within buildings or structures including Datacomms cables laid within the perimeter of the site.

Where there is a requirement for containment systems these will only be provided for the above dedicated in-scope work.

6.1.3 Type of Employer/Employee

6.1.3(a) Employers covered by the Agreement must be members of the JIB who have chosen to opt in to the JIB Datacomms Agreement. Companies may apply for inclusion on the Approved Register by completing the application form. Only employers who have applied and been accepted by the JIB will be covered by this Agreement.

6.1.3(b) Employees covered by the Agreement will be skilled Datacomms Operatives and Trainees employed in accordance with the National Working Rules of the JIB for the Electrical Contracting Industry (the JIB National Working Rules).

6.1.4 Class of Work

6.1.4(a) The installation, termination, testing and commissioning, repair and maintenance of Datacomms systems.

6.1.4(b) The laying and installation of communications cables to trays or supports or within trunking systems using methods and/or materials appropriate to the Industry at the time.

6.1.4(c) The installation of dedicated light duty tray and/or trunking together with all supporting bracketry for protection and enclosure of Datacomms cables only (subject to clause 9.1.5).

6.1.5 Clarification of Scope

The scope and class of work set out above shall not encroach upon the core work and skills of electrical operatives graded and employed under the JIB National Working Rules.

Skilled JIB Graded Electrical Operatives who have been suitably trained for the purpose will carry out the containment carcass and supporting structure work other than as required for dedicated in-scope work defined in 9.1.2 which may be carried out by Datacomms Operatives.

6.1.6 Method of Working

6.1.6(a) The installation and termination of all Datacomms cables and systems.

6.1.6(b) The termination of all Datacomms cables will be undertaken only by skilled JIB Graded Advanced Datacomms Specialists (nothing in these Rules precludes skilled JIB Graded Electrical Operatives who have the relevant Datacomms qualifications from undertaking terminations).

6.1.6(c) Tying in or clipping of Datacomms cables will be undertaken only by skilled operatives.
Notes

1. This Agreement acknowledges that all Datacomms work is subject to the JIB National Working Rules.

2. Nothing in these Rules shall preclude the proper training of all grades in any of the skills associated with this Determination.

3. Datacomms Operatives shall not crossover into the field of electrical contracting unless they meet the grading criteria of a JIB graded electrical operative. JIB Graded electrical operatives shall be recruited to carry out electrical installation work.

4. Where a Company employs skilled operatives and trainees working in the scope of the electrical contracting industry, those operatives shall continue to be employed under the JIB National Working Rules.

5. Every effort and encouragement will be made by the Parties to ensure the highest possible level of trade union membership.

From and including 4th January 2010 the JIB hourly rates for Job Employed operatives shall be:

(i) National Standard Rates

<table>
<thead>
<tr>
<th>Grade</th>
<th>Transport Provided</th>
<th>Own Transport</th>
</tr>
</thead>
<tbody>
<tr>
<td>Datacomms Technician</td>
<td>£12.26</td>
<td>£13.05</td>
</tr>
<tr>
<td>Advanced Datacomms Specialist</td>
<td>£11.16</td>
<td>£11.96</td>
</tr>
<tr>
<td>Datacomms Specialist</td>
<td>£10.52</td>
<td>£11.25</td>
</tr>
<tr>
<td>Trainee Datacomms Specialist</td>
<td>£7.13</td>
<td>£7.71</td>
</tr>
</tbody>
</table>

(ii) London Rate

For operatives engaged upon work falling within the terms of JIB National Working Rule 6.2 will be:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Transport Provided</th>
<th>Own Transport</th>
</tr>
</thead>
<tbody>
<tr>
<td>Datacomms Technician</td>
<td>£13.73</td>
<td>£14.62</td>
</tr>
<tr>
<td>Advanced Datacomms Specialist</td>
<td>£12.50</td>
<td>£13.40</td>
</tr>
<tr>
<td>Datacomms Specialist</td>
<td>£11.78</td>
<td>£12.60</td>
</tr>
<tr>
<td>Trainee Datacomms Specialist</td>
<td>£7.99</td>
<td>£8.64</td>
</tr>
</tbody>
</table>
From and including **Monday 7th January 2013** the JIB hourly rates for Job Employed operatives shall be:

(i) **National Standard Rates**

<table>
<thead>
<tr>
<th>Grade</th>
<th>Transport Provided</th>
<th>Own Transport</th>
</tr>
</thead>
<tbody>
<tr>
<td>Datacomms Technician</td>
<td>£12.44</td>
<td>£13.25</td>
</tr>
<tr>
<td>Advanced Datacomms Specialist</td>
<td>£11.33</td>
<td>£12.14</td>
</tr>
<tr>
<td>Datacomms Specialist</td>
<td>£10.68</td>
<td>£11.42</td>
</tr>
<tr>
<td>Trainee Datacomms Specialist</td>
<td>£7.24</td>
<td>£7.83</td>
</tr>
</tbody>
</table>

(ii) **London Rate**

For operatives engaged upon work falling within the terms of JIB National Working Rule 6.2 will be:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Transport Provided</th>
<th>Own Transport</th>
</tr>
</thead>
<tbody>
<tr>
<td>Datacomms Technician</td>
<td>£13.94</td>
<td>£14.84</td>
</tr>
<tr>
<td>Advanced Datacomms Specialist</td>
<td>£12.69</td>
<td>£13.60</td>
</tr>
<tr>
<td>Datacomms Specialist</td>
<td>£11.96</td>
<td>£12.79</td>
</tr>
<tr>
<td>Trainee Datacomms Specialist</td>
<td>£8.11</td>
<td>£8.77</td>
</tr>
</tbody>
</table>

From and including **Monday 6th January 2014** the JIB hourly rates for Job Employed operatives shall be:

(i) **National Standard Rates**

<table>
<thead>
<tr>
<th>Grade</th>
<th>Transport Provided</th>
<th>Own Transport</th>
</tr>
</thead>
<tbody>
<tr>
<td>Datacomms Technician</td>
<td>£12.69</td>
<td>£13.52</td>
</tr>
<tr>
<td>Advanced Datacomms Specialist</td>
<td>£11.56</td>
<td>£12.38</td>
</tr>
<tr>
<td>Datacomms Specialist</td>
<td>£10.89</td>
<td>£11.65</td>
</tr>
<tr>
<td>Trainee Datacomms Specialist</td>
<td>£7.38</td>
<td>£7.99</td>
</tr>
</tbody>
</table>

(ii) **London Rate**

For operatives engaged upon work falling within the terms of JIB National Working Rule 6.2 will be:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Transport Provided</th>
<th>Own Transport</th>
</tr>
</thead>
<tbody>
<tr>
<td>Datacomms Technician</td>
<td>£14.22</td>
<td>£15.14</td>
</tr>
<tr>
<td>Advanced Datacomms Specialist</td>
<td>£12.94</td>
<td>£13.87</td>
</tr>
<tr>
<td>Datacomms Specialist</td>
<td>£12.20</td>
<td>£13.05</td>
</tr>
<tr>
<td>Trainee Datacomms Specialist</td>
<td>£8.27</td>
<td>£8.95</td>
</tr>
</tbody>
</table>
7. **JIB HIGHWAY LIGHTING GRADS**

The ECA and Unite the Union have agreed that these grades will be introduced on an optional basis. When Companies opt in to the grades, they will be bound by the JIB terms and conditions for highway lighting.

7.1 **FOR GRADING DEFINITIONS SEE SECTION 4**

Notes:

1. The JIB skilled grades for Highway Lighting equate to the same level as Shop Rates in the JIB National Working Rules and these operatives will be responsible for maintenance, installation, testing and inspection.
2. The Highway Lighting Technician is in effect the Supervisory Grade.
3. HLO 4 is generally intended to be an entry grade. It is expected that the majority of HLO 4s will progress to HLO 3 within a six to twelve month period having satisfied the training requirements. There may be a number of HLO 4 graded operatives who are employed specifically to carry out restricted duties at HLO 4 on a permanent basis, but this will be a small percentage of staff employed at this grade. Where this is the case, the operative will be advised during the recruitment process and it will confirmed at the point of engagement.
4. HLO Trainee is the basic entry grade and operatives will progress as defined in note 3 above.

**General**

In addition to the JIB rates of pay it is intended that JIB terms and conditions will apply to the JIB HLO grades eg Holidays, Welfare Benefits, etc.

Where companies have alternative terms and conditions which, taken as a whole, are the same or better than the JIB established terms and conditions they may be given dispensation to participate in the JIB HLO grades on that basis. However, the minimum JIB rates of pay must be observed.

Any dispensation would be considered at the request of the Company, its employees and the Parties.

If necessary the workings of this Agreement can be reviewed after a period of 2 years.
### 7.2 WAGES

From and including **4th January 2010** the JIB hourly rates for Highway Lighting Operatives shall be:

#### JIB Skilled Grades (Note 1)

<table>
<thead>
<tr>
<th>Grade</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Highway Lighting Technician (Note 2)</td>
<td>£14.18</td>
</tr>
<tr>
<td>Highway Lighting Approved Electrician</td>
<td>£12.43</td>
</tr>
<tr>
<td>Highway Lighting Electrician</td>
<td>£11.32</td>
</tr>
</tbody>
</table>

#### JIB Highway Lighting Operative Grades

<table>
<thead>
<tr>
<th>Grade</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Highway Lighting Operative Grade 1</td>
<td>£9.93</td>
</tr>
<tr>
<td>Highway Lighting Operative Grade 2</td>
<td>£9.43</td>
</tr>
<tr>
<td>Highway Lighting Operative Grade 3</td>
<td>£8.95</td>
</tr>
<tr>
<td>Highway Lighting Operative Grade 4 (Note 3)</td>
<td>£8.41</td>
</tr>
<tr>
<td>Highway Lighting Operative Trainee (Note 4)</td>
<td>£7.03</td>
</tr>
</tbody>
</table>

From and including **Monday 7th January 2013** the JIB hourly rates for Highway Lighting Operatives shall be:

#### JIB Skilled Grades (Note 1)

<table>
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</tbody>
</table>

#### JIB Highway Lighting Operative Grades

<table>
<thead>
<tr>
<th>Grade</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Highway Lighting Operative Grade 1</td>
<td>£10.08</td>
</tr>
<tr>
<td>Highway Lighting Operative Grade 2</td>
<td>£9.57</td>
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<tr>
<td>Highway Lighting Operative Grade 3</td>
<td>£9.08</td>
</tr>
<tr>
<td>Highway Lighting Operative Grade 4 (Note 3)</td>
<td>£8.54</td>
</tr>
<tr>
<td>Highway Lighting Operative Trainee (Note 4)</td>
<td>£7.14</td>
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From and including **Monday 6th January 2014** the JIB hourly rates for Highway Lighting Operatives shall be:

**JIB Skilled Grades (Note 1)**

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<td>Highway Lighting Electrician</td>
<td>£11.71</td>
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**JIB Highway Lighting Operative Grades**

<table>
<thead>
<tr>
<th>Grade</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Highway Lighting Operative Grade 1</td>
<td>£10.28</td>
</tr>
<tr>
<td>Highway Lighting Operative Grade 2</td>
<td>£9.76</td>
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<tr>
<td>Highway Lighting Operative Grade 3</td>
<td>£9.26</td>
</tr>
<tr>
<td>Highway Lighting Operative Grade 4 (Note 3)</td>
<td>£8.71</td>
</tr>
<tr>
<td>Highway Lighting Operative Trainee (Note 4)</td>
<td>£7.28</td>
</tr>
</tbody>
</table>
8. TEESSIDE DETERMINATION

Second tier payments for work undertaken under the terms of the JIB Agreement on the former ICI sites at Teesside are as follows:

1. Location
   This agreement applies to work on the former ICI sites known as North Tees, Billingham and Wilton.

2. Determination
   The following payments will apply to skilled grades undertaking specific categories of work (pro rata payments will apply to non-skilled grades):
   - Ongoing repair and maintenance 85 pence per hour
   - Minor outages/overhauls £1.20 per hour (ie other than NAECI Category 3 Major Events for which other arrangements may apply)
   - Minor capital projects £1.20 per hour (ie other than NAECI Category 1 Major Projects for which other arrangements may apply)

   These payments are subject to compliance with specific performance improvement measures (eg bell to bell working) which may vary from project to project and are payable only for hours worked on site. All weekly hours of second tier payments may be forfeited in the event of unauthorised absence or withdrawal of labour.

   Where, as a consequence of TUPE transfers or other in-house arrangements, higher payments apply, these should continue.

3. Out of scope
   Work undertaken on office buildings, and other work not directly associated with process plant activities are excluded from this agreement.

4. Effective date
   Recognising the need for a lead-in period, this agreement comes into effect on 1st September 2009.

5. Termination of the Agreement
   This agreement may be terminated by either of the parties to the JIB giving six months’ notice.
The expert’s choice

The Electrical Safety Council – the UK’s leading electrical safety charity – provides advice and guidance on electrical safety matters to consumers and industry.

Visit www.esc.org.uk
to view free industry guidance including:
- Best Practice Guides
- The Wiring Regulations forum
- Product testing and screening
- Essential Guide to BS 7671

Towards a safer future
9. MECHANICAL TRADES AGREEMENT

1. INTRODUCTION

Within the building services engineering industry commercial tenders now often require contractors to execute both electrical and mechanical work under the terms of the contract. Increasing numbers of contractors are employing both electrical and mechanical operatives. In response to this, the parties to the JIB have agreed to provide JIB employers with the option of employing their mechanical operatives under the terms of the JIB National Working Rules. The provision of a harmonised employment framework for electrical and mechanical operatives is intended to support the following objectives:

- A stronger JIB with more relevance to the whole building services engineering industry
- Enhanced employment relations and employee engagement
- Efficiency and cost savings in administration and procedures

The parties have agreed that the integration of mechanical grades will not affect the existing JIB grades. This will be subject to a review within two years of the effective date of this Promulgation. During this period this will be a standing item for consideration by the Employee Relations Committee.

The integration of mechanical grades into the JIB National Working Rules provides an option for JIB employers to employ mechanical operatives under the terms of the JIB National Working Rules.

The review date of the terms and conditions of JIB mechanical operatives will be in line with the review date of the terms and conditions of JIB electrical operatives after 4th October 2010.

Where a JIB employer who employs mechanical operatives wishes to use this option, he must consult each of the relevant mechanical employees and provide full details of the terms provided under the JIB National Working Rules so that the individual can make an informed decision.

Individual contracts of employment will be amended where existing mechanical operatives accept the JIB National Working Rules.

Scope

The scope of this option covers the employment of mechanical operatives on building services engineering contracts involving the installation, modification, repair, service and maintenance of all forms of heating, insulation, ventilation, air conditioning, pipe work, boilers, ductwork and general domestic engineering.

Individual Grading Issues

Any dispute on grading or regrading within the first 2 years of the agreement shall be referred to a specific mechanical grading panel consisting of 3 representatives of the Union and 3 representatives of the employers. The recommendations of the grading panel will be referred to the JIB Employee Relations Committee for approval. After the initial two year period all grading queries will be dealt with under the established JIB arrangements.

A review will take place, to be completed before 30th September 2012, to assess the effectiveness of the new JIB mechanical grade definitions.
Grading Titles
This agreement will cover the following grades:

- Mechanical Technician
- Advanced Craftsperson
- Craftsperson

Industry Equivalence
All operatives currently registered with the Engineering Services SKILLcard scheme will be accepted for grading in the appropriate JIB grade. This will apply for a period of two years from the effective date of the agreement (ie 4th October 2010).

After 4th October 2012, and after a satisfactory review within the JIB of the operation of the JIB mechanical grades, only the JIB grading definitions may be used for the award of a JIB mechanical grade.

Allowances and other payments
All responsibility allowances, welding skill payments and abnormal condition payments are included within the hourly rates of pay within the JIB National Working Rules. Responsibility Money under the JIB Agreement (JIB National Working Rule 6.3) will however also be applicable to Advanced Craftspersons.

Requirement to weld and supervise
Craftspersons and Advanced Craftspersons must be available to weld when required by their employer and must ensure that their welding competencies remain up to date and suitably certified. If training is required, Craftspersons and Advanced Craftspersons must make themselves available to undertake such training. Where an operative is required to weld but fails to pass the necessary welding test, a re-test will be offered in line with Industry norms.

Advanced Craftspersons may be required to supervise other operatives.

Travel Payments
The provisions of JIB National Working Rule 11 (Travelling Time and Travel Allowance, Lodging Allowances) will apply to mechanical operatives.

JIB Shop and Locally Engaged Labour
The provisions of JIB National Working Rules 10 (Definition of Shop) and 11.5 (Locally Engaged Labour) will apply to mechanical operatives.

Procedures
The JIB Grievance and Conciliation Procedures will be available to mechanical operatives.

If any issue arises as a result of the integration of mechanical grades into the JIB National Working Rules the Grievance and Conciliation Procedures should be used by the relevant party.
2. **WAGES**

    **FOR WAGES SEE NATIONAL WORKING RULE 6**

Where mechanical operatives are employed under the terms of the JIB National Working Rules, all previous terms and conditions of employment will be superseded by the JIB National Working Rules.

The terms and conditions of employment of mechanical operatives will be reviewed at the same time as all other JIB operatives.

The JIB Benefits Scheme will provide welfare benefits and holiday pay for mechanical operatives.

3. **GRADING DEFINITIONS**

    **FOR GRADING DEFINITIONS SEE SECTION 4**
10. MAJOR PROJECTS MECHANICAL AND ELECTRICAL AGREEMENT

10.1 INTRODUCTION

10.1.1 In recognition of the increasing convergence between the Mechanical and Electrical (M&E) disciplines on Major Projects, the Parties have agreed to introduce a single Major Projects Agreement (MPA) for such projects. The MPA complements the current collective agreements for each discipline.

10.1.2 The Parties continue to support the current agreements but recognise that Major Projects have particular requirements which are addressed by the introduction of this Major Projects Agreement. The provisions of the MPA shall apply on any matter not covered by the appropriate collective agreement of which this MPA is an Appendix. On matters where both agreements contain provisions then the provisions in the MPA shall take precedence.

10.1.3 This Agreement will apply to those projects which are Designated by the Major Projects Agreement Forum. Designated Projects will normally be very large projects which include a significant Mechanical and/or Electrical element.

10.1.4 This Agreement is intended to lead to the achievement of the following Key Objectives:

- Improvements in the performance and productivity of the Mechanical and Electrical disciplines;
- A radical and progressive overhaul of industrial relations on Major Projects.

10.1.5 The Agreement recognises the significant changes which have taken place in the construction process, particularly in the procurement, design, manufacture and installation of M&E systems. The Agreement is intended to lead to beneficial change for all stakeholders and to a new industrial relations culture on Major Projects.

10.2 OBJECTIVES OF THE AGREEMENT

10.2.1 In addition to the Key Objectives set out in Section 1, the Parties are also committed to the following objectives:

- The completion of each project to time and within budget;
- The principles and practical application of Integrated Team Working, Quality and Competence;
- The use of appropriate joint work planning activities, in the interests of effective and efficient working;
- Terms and conditions of employment which reflect and reward the achievement of high productivity by employees;
- Harmonious industrial relations across each project, supported by effective consultation and two way communication and programmes to support the motivation and involvement of each employee;
- The training and development of each employee in accordance with the needs of the project. Such training may include:
  - Safety
  - Induction
  - Teamworking
  - Productivity
– Apprentice training
– Adult training to agreed standards

10.3 PARTIES TO THE AGREEMENT
• Amicus (MSF Section) now Unite the Union
• The Association of Plumbing and Heating Contractors
• The Electrical Contractors’ Association
• The Heating and Ventilating Contractors’ Association
• SELECT
• Amicus (AEEU Section)

Note: Hereafter all references to the Union are to Unite the Union.

10.4 SCOPE OF THE AGREEMENT
10.4.1 The scope of the Agreement comprises the Mechanical and Electrical activities on Designated Projects within the Building Services Engineering Industry, including Industrial, Commercial, Infrastructure, Transport and other appropriate projects within England, Scotland, Northern Ireland, Wales, the Channel Islands and the Isle of Man.

10.4.2 Work which is within scope on Designated Projects includes:
• All forms of electrical, electronic, instrumentation and environmental installations, equipment, appliances and ancillary plant activities;
• All forms of heating, ventilating, air conditioning, piping and mechanical engineering, including installation of gas pipework, all forms of boilers (including oil-fired boilers), sprinkler and fire protection installations, heated ceilings and ductwork erection;
• All plumbing and associated activities.

10.4.3 Work which is excluded from the scope of the Agreement includes:
• All projects which are not Designated;
• Activities which are within scope of other Agreements, eg The National Agreement for the Engineering Construction Industry;
• Activities which are undertaken by the Client or his contractors under alternative arrangements;
• All specialist suppliers whose core terms and conditions are no less favourable than those provided by the core terms and conditions of this Agreement;
• All repair, maintenance and facilities management activities.

10.4.4 Supplementary Project Agreements may provide further details of specific exclusions on a project.

10.5 MAJOR PROJECTS AGREEMENT FORUM
The Parties will nominate representatives to a Major Projects Agreement Forum. The Forum will comprise representatives from Unite the Union and the Associations. The Objectives, Constitution and Terms of Reference of the Forum are set out in Appendix 1.
10.6 DESIGNATION OF PROJECTS

10.6.1 The Major Projects Agreement Forum will be responsible for the Designation of Major Projects.

10.6.2 The factors to be taken into account by the Forum in deciding whether a project should be Designated shall include:

- The views of the Client;
- The nature, technical complexity, size, anticipated manpower, contractor interfaces and value of the project;
- The planned duration of the site-based construction and installation aspects of the project;
- The need to ensure industrial relations stability;
- The significance of any industrial relations issues likely to arise on the project in relation to other projects, or to the Industry generally;
- The location of the project and its anticipated effect on other projects and on the labour market in the vicinity.

10.6.3 The involvement and engagement of the Client is seen as crucial to the Designation process and will be positively sought.

10.6.4 Projects will not be Designated retrospectively after contracts have been let.

10.6.5 Further information on the Designation process is set out in Appendix 1.

10.6.6 As work on a Designated Project nears completion, the Parties to the Supplementary Project Agreement will review the need to terminate the Project Agreement and formally remove Designated status. The Parties will consult the Client before seeking the approval of the Major Projects Agreement Forum. Three months’ notice of termination will normally be given.

10.7 SUPPLEMENTARY PROJECT AGREEMENTS

10.7.1 A Supplementary Project Agreement will be drawn up by the Contractors, appropriate Local Trade Union Full Time Officials and the Designated Representative for each Designated Project. The proposed Agreement will be subject to approval by the Major Projects Agreement Forum before its implementation.

10.7.2 Supplementary Project Agreements will take account of all the core elements of the Major Projects Agreement but will address the specific needs of individual projects.

10.7.3 Each Supplementary Project Agreement may describe, as appropriate, the particular requirements of the Project in the following respects:

- The nature and significance of the Project;
- The format of the project – specific arrangements for the control of industrial relations. Such arrangements will reflect the nature and needs of each project, including agreed provision for regular meetings between the Employers and the Trade Union;
- Working hours, meal and tea breaks, clocking arrangements, overtime and shift working;
- The site facilities and lay-out, with the objective of maximising productive time by the use of effective logistics, planning and resourcing;
- Joint arrangements for the utilisation of employment resources;
Section 5: Industrial Agreements

- The application of the arrangements for Performance and Productivity set out in Section 4.9 of the Agreement;
- The agreed application of Integrated Team Working, as set out in Section 4.11 of the Agreement;
- Other arrangements for training, including apprentice training;
- Trade Union facilities and arrangements for consultation and communication with members;
- Arrangements for the effective induction of each new employee on the project, including the facility for a Trade Union presentation by the Designated Representative or Full Time Official;
- Arrangements for communicating to employees on progress and working jointly to maximise productivity;
- Health and Safety procedures, facilities and the arrangements for Safety Committees;
- The Project policy and procedures on Drugs and Alcohol;
- The application of joint work planning activities in the interests of effective and efficient working;
- Arrangements for periodic leave and any lodging arrangements;
- Arrangements for payment of wages;
- Specific arrangements for holidays, including public holidays;
- Redundancy procedures;
- Equal Opportunities;
- The arrangements for compliance auditing;
- Security and search procedures on the project;
- Any other issues which are specific to the project and need to be addressed by the Supplementary Project Agreement, for example, any planning consent terms which may have an impact on the project, environmental considerations etc.

10.7.4 The Supplementary Project Agreement will be issued to all employees before they commence work on a project and will be incorporated into their contracts of employment.

10.8 STANDARD RATES OF PAY
The standard rates of pay on Designated Projects will be those which are prescribed by the appropriate National Agreement – ie the HVCA, JIB, JIB for PMES and SJIB Agreements.

10.9 PERFORMANCE AND PRODUCTIVITY

General Principles

10.9.1 A fundamental objective of the Major Projects Agreement is to improve performance and productivity on Major Projects within the Building Services Engineering Industry.

10.9.2 The Parties support the following principles on Designated Projects as key to the achievement of enhanced performance and productivity:
- The effective planning and organisation of work by the employer and employees, including the use of joint work planning;
• The optimisation of the layout, facilities and logistics of movement of employees on the project;
• The planning and achievement of a continuity of work flow;
• The deployment of the appropriate number of employees with the appropriate mix of skills;
• The effective application of Integrated Team Working, as set out in Section 4.11;
• The training and deployment of effective Supervisors and Team Leaders;
• The provision and use of appropriate plant, tools and equipment;
• The adoption and communication of appropriate standards of quality and safety;
• Performance will also be assessed against specific Key Performance Indicators, as follows:
  - The achievement of quality standards and the minimisation of re-working;
  - The achievement of the highest possible standards of health and safety and the elimination or minimisation of time lost due to accidents or work-related sickness absence;
  - Adherence to the Collective Disputes Procedure;
  - Maximising productive working time by the achievement of the highest standards of timekeeping and attendance;
  - The maximum utilisation of time available for productive working by the use of effective logistics, planning and resourcing. Employees will change into working clothes before clocking in at the start of the working day or shift and clock out before changing out of working clothes at the end of the working day or shift;
  - The effective application of tea and meal breaks consistent with optimising working time, including the timing and location of such breaks. The timing and logistics of the tea break will be managed and agreed between the Parties locally;
  - Other initiatives identified by the Parties from time to time.

**Major Project Performance Payment (MPPP)**

10.9.3 The Parties have devised the Major Project Performance Payment Scheme (MPPP) to provide an opportunity for enhanced performance and productivity by employees to be rewarded by the employer.

10.9.4 The Major Project Performance Payment Scheme will operate in accordance with the following principles:

• Employees are expected to achieve a sustained level of productivity, equating to the potential output of an experienced and competent employee working within the required standards of quality and accuracy. This definition is described as Normal Motivated Performance (NMP) within the MPPP Scheme.

• Performance and productivity will be measured regularly by the employer, using all appropriate measurement systems.

10.9.6 Full details of the MPPP Scheme on each Project will be included within the Supplementary Project Agreement and information about the application of the scheme will form part of the Project Induction.

10.9.7 If the required levels of performance regularly or significantly fall below NMP, an urgent joint investigation of the circumstances will be undertaken to establish the facts and
make recommendations. The Supplementary Project Agreement will include details of the arrangements for such investigations. If, after the investigation and the application of any recommendations, NMP is not achieved, the employer will reduce or remove the MPPP.

10.9.8 National or London Major Performance Payments apply.

10.9.9 The MPPP payments – which are paid for each hour worked but do not attract premium time payments – are set out in Appendix 2.

**Incentive Bonus Schemes**

10.9.10 The Parties support the introduction of the Major Project Performance Payment Scheme as an innovative and key part of the Agreement. However, they recognise that Measured Incentive Bonus Schemes may also be used as an alternative to the MPPP, subject to the following conditions:

- That the Parties to the Supplementary Project Agreement may agree to the introduction of Incentive Bonus Schemes as an agreed alternative. The basic principles of such schemes should be included within the Supplementary Project Agreement. Where a scheme is already agreed between the employer and the Trade Union, it should be sufficient to cross-refer to the terms of the scheme;

- Schemes will use pre-determined norms, preferably work measured, or other measured targets to set productivity standards;

- Schemes will incorporate Normal Motivated Performance, as defined within the MPPP Scheme. Normal Motivated Performance will be rewarded at the same level as defined within the MPPP Scheme;

- Information about Incentive Bonus Schemes will form part of the Project Induction.

**10.10 HOURS OF WORK AND OVERTIME**

10.10.1 The standard working hours on Designated Projects shall be 38 hours a week.

10.10.2 The actual working hours will be determined by the needs of the project and will be included in the Supplementary Project Agreement and covered during the Induction process. Consideration will be given to the advantages of flexibility in the actual working hours and working patterns on specific projects.

10.10.3 Every effort will be made to ensure that overtime is managed and allocated effectively and reasonably.

10.10.4 The derogations from the Working Time Regulations 1998 within the HVCA, JIB, JIB for PMES and SJIB Agreements will also apply on Designated Projects.

**10.11 INTEGRATED TEAM WORKING**

10.11.1 The Agreement is intended to lead to improvements in the performance and productivity of the Mechanical and Electrical disciplines on Designated Projects. Integrated Team Working will be introduced on each Designated Project to support the achievement of this objective.

10.11.2 The principle of Integrated Team Working is the optimisation and utilisation of the skills of the M&E trades working together to improve performance and productivity. Each Designated Project will introduce Integrated Team Working in a way which suits the requirements of the Project and the results of local site experience will be assessed as the basis of introducing the concept more widely.
10.11.3 Integrated Team Working on each project will operate within the following guidelines:

• Integrated Teams of M&E trades will be established. Such Teams will include a Team Leader and skilled craftsmen from the heating and ventilating, electrical and plumbing disciplines. Adult trainees and apprentices from each discipline may be deployed to work within the Team.

• The compilation of skills within the Integrated Teams will be agreed between the parties locally. There is nothing in this Major Projects Agreement which in any way amends the provisions of the S/JIB Agreements relating to the existing S/JIB grading structure and process.

• Each Team will be empowered to plan and execute work as effectively and efficiently as possible by using all the skills and competence within the Team, including operational flexibility within the competence level of each Team member.

• Training will be provided as necessary to Team members in Integrated Team Working. Such training may include the development of overlapping skills. The Team Leader and Team members will be responsible for the identification of training needs and the employer will be responsible for addressing such needs.

• Where substantial training needs are identified, a Training Plan may be devised. Training Plans will include:
  - The definition of the training needs;
  - The identification of the training programme designed to address the training needs;
  - The source of funding required to deliver training;
  - The standards to which training will be delivered;
  - The method of evaluation which will be used to assess the effectiveness of the training activity.

• As a project develops, there may be a need to adjust the composition of the Integrated Work Teams as workfaces change and the project’s needs develop.

• The Redundancy Procedures developed within each Supplementary Project Agreement should include a reference to the application of redundancy procedures and redundancy selection where individuals form part of an Integrated Work Team.

• The parties to each Supplementary Project Agreement (SPA) will be responsible for setting up and reviewing Integrated Team Working on the project. The Major Projects Agreement Forum will receive regular reports from the parties to the SPA on the progress of each development programme, any issues which have arisen and the steps which have been taken by the parties to resolve them.

10.12 UTILISATION OF LABOUR RESOURCES

10.12.1 It is the intention of the Parties that this Agreement commits employers and bona-fide subcontractors to the employment of a directly employed workforce.

10.12.2 The interests of strategic Major Projects are best served by establishing stable industrial relations and a progressive and inclusive approach to the development of a workforce which must have directly employed status and prohibiting bogus individual self employment.

10.12.3 The ethos of direct employment is essential to the development of positive industrial relations and improved performance within the mechanical and electrical engineering sector.
10.12.4 If unavoidable circumstances occur and, despite the best endeavours of an employer, “top up labour” is required, then any such labour provided by an agency must also be of directly employed status and must not be of an individual self employed basis.

10.12.5 Any such arrangement must be agreed by the Parties locally and notified to the Forum and any subcontractor or agency must operate within the ethos and scope of the appropriate rules of the substantive agreement of which this Major Projects Agreement is an Appendix.

10.13 HEALTH AND SAFETY

10.13.1 The primary importance of Health and Safety is recognised within the Agreement. The Parties will work to achieve the highest standards of Health and Safety and to apply the principles of continuous improvement, with the objective of minimising and ultimately eliminating all accidents and causes of ill health at work.

10.13.2 Employers will give every encouragement to the appointment and accreditation of Trade Union Safety Representatives on Designated Projects and will facilitate their release for Unite the Union training courses and other appropriate health and safety training activities and programmes.

10.13.3 The parties on each Designated Project will wish to review the Health and Safety Plan for Construction, which is required under the Construction (Design and Management) Regulations 1994.

10.13.4 The Parties are committed to compliance with all legal obligations on Designated Projects and to the development of specific processes and practices which are designed to enhance health and safety performance on such projects. The processes and practices which apply on each project will be set out within the Supplementary Project Agreement. Examples include:

- Effective Safety Induction Training;
- The appointment and effective use of accredited Safety Representatives, Safety Committees, and, where agreed, a Project Safety Committee;
- The use of effective safety awareness schemes;
- Recognition of established industry personnel registration schemes and health and safety assessment programmes;
- The day-to-day communication of health and safety information to employees, eg tool box talks;
- The identification of any special health and safety issues on a project and the introduction of measures to address them.

10.14 PAYMENT OF WAGES

Employees engaged on a Designated Project will normally be paid weekly by credit transfer. Employees of a specific contractor may be paid monthly or fortnightly or every four weeks by credit transfer if such a payment interval has been agreed and included in their contracts of employment.

10.15 EFFICIENT USE OF WORKING TIME

As set out in Section 4.7, each Supplementary Project Agreement will define the arrangements which will be used to make efficient use of working time, including arrangements which may include the provision that employees will change before clocking on at the start of
the working period and clocking off before changing at the end of the working period. All site facilities, including car parks, clocking stations, tea and meal facilities and toilets will be located to maximise productive time.

10.16 THE RESOLUTION OF COLLECTIVE DISPUTES

10.16.1 The Parties are committed to the effective operation of the Disputes Procedure and will work together in partnership, accepting that they have a common interest in promoting industrial harmony and changing the traditional culture of the Industry.

10.16.2 If a collective dispute arises on a Designated Project, it will be handled in accordance with this procedure rather than in accordance with the procedure set out in the relevant industry collective agreement.

10.16.3 Unite the Union is committed to no industrial action being countenanced or undertaken without entering into and completing the Disputes Procedure. The Associations are committed to ensuring that contractors use the Disputes Procedure effectively to resolve issues arising.

10.16.4 Every effort will be made to resolve issues at the earliest possible stage of the Disputes Procedure.

Stage 1 – Domestic Stages

10.16.5 Any collective matter arising should be taken up by the employees concerned, or by their local representative, with the management representatives on site.

10.16.6 If the matter is not resolved, it may be referred to the Designated Representative for further discussion with the management representative on site, in conjunction with the employees concerned or their local representative.

10.16.7 If the matter remains unresolved, it may be referred to the Local Unite the Union Full Time Officer.

Stage 2 – Full Time Officer

10.16.8 Where a matter has been referred to the appropriate Full Time Officer, the Officer may raise the issue with Senior Company Management. Alternatively, a Full Time Trade Union Officer may raise pertinent matters direct with Senior Management.

10.16.9 A meeting will be arranged within two weeks to formally deal with the matter at FTO and Senior Management level. The matter in question will be set out in writing as soon as possible, and in any event before the meeting takes place.

Stage 3 – Stage 3 Meeting

10.16.10 If agreement cannot be reached at Stage 2, the matter will be referred to a Stage 3 meeting. The Stage 3 meeting will take place within two weeks of the receipt of the reference from Stage 2. The reference from Stage 2 will include a full set of minutes.

10.16.11 The Parties to the Supplementary Project Agreement (SPA) will agree the procedure for Stage 3 meetings on the project and these will be included within the SPA. This procedure may distinguish between single employer and multi-employer references.

10.16.12 The Parties must ensure that every effort is made to achieve an agreement at Stage 3 following a reference from Stage 2. The assistance of the signatory Employer Associations will be available to the Employer(s) and the Trade Union’s resources will be available to the Trade Union. The Secretary will provide secretarial and administrative support to Stage 3 meetings.
Stage 4 – The Major Projects Agreement Forum

10.16.13 If agreement cannot be reached at Stage 3, the matter will be referred to the Major Projects Agreement Forum. The Forum may establish a Panel to consider the issue. The Forum (or its Panel) will consider the matter within two weeks of the receipt of the reference from Stage 3.

10.16.14 The Major Projects Agreement Forum has produced Procedural Rules for the conduct of Panel hearings, which are set out in Appendix 4. The Terms of Reference for each Panel hearing will be agreed by the Secretary with the parties and issued to Panel members at least seven days prior to the Panel hearing.

10.16.15 The Parties accept that a decision reached by a Stage 4 Panel will be honoured by both Parties. There is no right of further appeal.

10.17 INDIVIDUAL GRIEVANCES AND DISCIPLINARY ISSUES

10.17.1 Where an industry agreement provides a grievance procedure, such employees on a Designated Project will be covered by this procedure. Employees not covered by such an industry procedure will be covered by an appropriate Company procedure.

10.17.2 Where an industry agreement provides a disciplinary procedure, such employees on a Designated Project will be covered by this procedure. Employees not covered by such an industry procedure will be covered by an appropriate Company procedure.

10.18 EQUAL OPPORTUNITIES

10.18.1 The Parties believe that the objectives of this Agreement are most likely to be achieved by employers who are committed to the principle of equal opportunities for all employees and job applicants.

10.18.2 Further details of policies and procedures on Equal Opportunities may be included in Supplementary Project Agreements.

10.19 TRADE UNION MEMBERSHIP

10.19.1 All employers in scope of this agreement will make every effort to encourage the highest possible levels of Trade Union membership.

10.19.2 All employees will be given the opportunity to complete a Trade Union membership form at induction and there will be a facility for a Trade Union presentation during induction, which will include the benefits of joining and retaining Trade Union membership.

10.19.3 A check-off facility will be made available for employees in a signatory section of Unite the Union on Designated Projects.

10.19.4 The local Full Time Trade Union Officer will be informed of the manpower levels on a regular basis.

10.20 DESIGNATED REPRESENTATIVES

10.20.1 A Designated Representative or Representatives will be appointed on each Designated Project.

10.20.2 The Parties will establish an in depth training programme for Designated Representatives. The programme will be developed and administered by the Trade Union and will be fully supported by the employers. A panel of “Potential Designated Representatives” will be established and placed on the training programme and time off with appropriate pay will be granted by the employers.
10.20.3 The Trade Union Co-ordinator of this Agreement will submit the CV and background description of the individual(s) representing the Union to the appropriate employer as the Project Designated Representative.

10.20.4 Subject to agreement being reached between Unite the Union and the employers the Designated Representative(s) will be placed by the employer appropriately to the project.

10.20.5 The Designated Representative, in addition to his responsibilities to his employer, will report to the local Unite the Union Full Time Officer and will:

- Be an employee on the Project working to the terms of the Major Projects M&E Agreement;
- Have been employed for at least 5 years in the Building Services Engineering Industry;
- Have substantial experience as an accredited Trade Union representative;
- Hold an appropriate recognised Industry personnel registration scheme card;
- Strictly support the application of the procedures on the Project by each Trade Union Representative;
- Uphold the Procedure for the Resolution of Collective Disputes and endeavour to resolve any collective matter arising.

10.20.6 The Designated Representative(s) will be allowed appropriate time away from normal craft duties to carry out the role of the Designated Representative, which shall be in co-operation with Management to:

- Develop a harmonious and safe working environment on the project;
- Develop on the project, as appropriate and in co-operation with management, an environment of social partnership;
- Promote the understanding and ethos of the Agreement and compliance with its procedures and the upholding of and adherence to the Agreement by all Parties;
- Ensure the maximum take-up and compliance with Trade Union membership;
- Co-ordinate the activities of all shop steward activity on the project in consultation with Management;
- Ensure effective liaison with the local and appropriate Unite the Union Full Time Official(s);
- Promote industrial relations harmony and the avoidance of recourse to unofficial actions;
- Work to promote accurate and effective communications between the Parties on all appropriate issues;
- Develop the Trade Union role with all employees in site inductions.

10.20.7 The employers shall provide Designated Representatives and shop stewards with the necessary facilities, working environment, communications and protection for them to carry out their union duties and activities within an ethos of “Respect for People”.

10.20.8 Designated Representatives will have the rights of an accredited Trade Union representative but will remain an employee of their contractor and will continue to work as an employee. Agreed arrangements will be established on site to ensure that the Designated Representative is able to discharge his/her duties in this capacity whilst avoiding undue disruption of his/her duties as an employee.
10.20.9 Designated Representatives, whilst employed by a contractor on site, are under the control and authority of the Union in respect of their Trade Union duties and activities and must act in accordance with instructions given. Any Designated Representative not upholding the principles of this Agreement or acting in a manner which fails to uphold effective and reasonable industrial relations will be reported to the Union and, if complaints are proven correct, may have his/her appointment terminated.

10.21 OTHER TRADE UNION REPRESENTATIVES

10.21.1 A structure of trade union training will be introduced to give Trade Union representatives (shop stewards) new rights and responsibilities. Trade Union representatives will:

- Have been employed for at least two years in the Building Services Engineering Industry;
- Be a craft employee of a contractor on the Project working to the terms of the Major Projects Agreement and have been employed for at least four weeks by the contractor on the Designated Project;
- Hold an appropriate recognised Industry personnel registration scheme card;
- Only represent the employees of his/her employer;
- Strictly adhere to the procedures on a Designated Project;
- Maintain an effective flow of communication between the workforce, management and the Designated Representative or in the absence of a Designated Representative, to the local Unite the Union Full Time Officer;
- Positively enter into the agreed channels of dialogue and productivity aims and targets on the project and assist in facilitating the most positive response possible;
- Give all necessary co-operation and information to both the Major Projects Agreement Forum and the Designated Representative (where appointed) or in the absence of the Designated Representative, to the local Full Time Officer to ensure project stability and productive performance aims and targets are met.

10.21.2 Only Trade Union representatives who have completed the recognised Training Courses to the Union’s satisfaction will be credentialed under the agreement. The Union will notify the name of each accredited Trade Union representative to the employer’s representative on the project, in writing.

10.21.3 If a Trade Union representative is elected and has not completed a course every endeavour will be made to place the representative on the next available course.

10.21.4 The employers will in return:

- Make sure each Designated project has a Trade Union representative (where available) on it;
- Provide all reasonable office facilities and administrative support to the representative in accordance with good practice codes;
- Agree full earnings protection for the project activity of the representative;
- Provide appropriate meeting facilities;
- Ensure effective channels of communication and information between management and the representative and workforce;
- Recognise the importance of the promotion of the partnership concept and promote Joint Supervisor and Trade Union representative training courses.
10.21.5 The APHC, ECA, HVCA, SELECT and Unite the Union Education Department will facilitate the courses.

10.22 FULL TIME OFFICIALS
10.22.1 A Full Time Official of the Union, subject to presenting himself to a nominated Senior Manager on a project, will be given access to the site and the workforce to both carry out his duties and ensure compliance with the Agreement.

10.22.2 The Official will make an appointment/or arrangement where appropriate, prior to visiting the site.

10.22.3 The local Full Time Official will be provided with all necessary information required regarding the project to ensure compliance with the Major Projects Agreement and the Supplementary Project Agreement and to promote harmonious industrial relations.

10.23 PENSIONS
10.23.1 The Parties support the principle of pension scheme membership for employees on Designated Projects and across the Building Services Engineering Industry as a whole.

10.23.2 Appropriate pension schemes will be supported by the Parties and promoted on Designated Projects.

10.24 INTRODUCTION, DURATION AND REVIEW OF THE AGREEMENT

10.24.2 The Agreement shall not apply to work on contracts for which the employer has tendered before the effective date of this Agreement, except where agreed by the employer and the Parties hereto, and on the instruction of the Client.

10.24.3 The operation of this Agreement will be subject to a joint review by the Parties two years after its coming into effect and at other intervals as may be agreed by the Parties.

10.24.4 If either Party wishes to terminate the Agreement, or any signatory body wishes to withdraw from the Agreement, 12 months’ notice must be given.

10.25 SIGNATORY PARTIES
For the Trade Union
Unite the Union .................................................................

For the Employers’ Associations
The Electrical Contractors’ Association ................................
The Heating and Ventilating Contractors’ Association ..................

.................................................................
SELECT ........................................................................

.................................................................
APPENDIX 1

THE OBJECTIVES, CONSTITUTION AND TERMS OF REFERENCE OF THE MAJOR PROJECTS AGREEMENT FORUM

Establishment
The Parties to the Major Projects Agreement (the Agreement) have agreed to establish the Major Projects Agreement Forum (the Forum). The Forum was established on 3rd July 2003.

Objectives
The principal objectives of the Forum are:

• To Designate Projects under the terms of the Agreement;
• To regulate, apply and interpret the provisions of the Agreement;
• To approve Supplementary Project Agreements through which the requirements of the MPA are delivered and acted upon;
• To provide appropriate support to the Parties to Supplementary Project Agreements;
• To provide the final Industry stage of the Collective Disputes Procedure;
• To negotiate changes and amendments to the Agreement;
• To promote the Agreement, particularly to current and future Clients;
• To develop the Agreement to meet the changing needs of the Building Services Engineering Industry on Major Projects.

CONSTITUTION OF THE MAJOR PROJECTS AGREEMENT FORUM

Membership
The Forum comprises representatives of the Parties. The Employer Associations constitute the employers' side of the Forum and the Trade Union constitutes the Trade Union side of the Forum. An independent Chairman will be appointed by agreement of the two sides of the Forum. Each of the signatory Employer Associations is entitled to nominate members and the Trade Union is entitled to nominate members up to the total number of employer side members. An Employer Association which is subject to a treaty arrangement within the Agreement is entitled to send a representative to attend meetings of the Forum in an observer capacity.

Designation of Projects
It is critical that projects are Designated before Mechanical and Electrical contracts are awarded, so that the commercial aspects of Designation may be taken into account by tendering contractors. The Forum will seek to identify potential Designated projects from an early stage to ensure that prospective contractors can anticipate the possibility of the award of Designated status to such projects.

The Forum will monitor the development of such projects and will consider at an appropriate stage a decision on Designation. The Forum will communicate decisions on Designation in time to allow tendering contractors to take account of such decisions when tendering.

Auditing of Projects
The Forum will arrange for appropriate compliance auditing arrangements to be set up on each Designated project. Such auditing may vary in accordance with the needs of the project and any requirements of the Client and will be defined within the Supplementary Project Agreement. Audit
reports must be impartial and provide an independent assessment in a format to be agreed by the Parties. Reports will be provided to the Parties to the project-specific arrangements for the control of industrial relations and to the Major Projects Agreement Forum.

Administration
The Trade Union Side and the Employers’ Side will each appoint a Co-ordinator. The Co-ordinators will be the primary point of contact for their sides and will act as the spokesmen of the Parties.

The Forum will appoint a Secretary, who will be responsible for discharging the administrative needs of the Forum, including the agreement of meeting dates and venues, the preparation and distribution of the agendas and minutes of meetings and associated activities.

Decisions of the Forum
The Forum will make decisions by agreement between the two sides, using the principle of consensus. The Chairman will encourage the two sides to reach agreement by consensus.

Meetings of the Forum
The Forum will meet at least four times each year. Special meetings may be called at the Chairman’s discretion by request of either or both sides. Since the Forum will make decisions by agreement of the Parties, there is no requirement for a quorum but the Chairman is obliged to ensure that each side is adequately represented.
## APPENDIX 2

### NATIONAL MAJOR PROJECT PERFORMANCE PAYMENT (Section 9.8)

<table>
<thead>
<tr>
<th>Grade</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skilled Craftsman and higher grades(^1)</td>
<td>£2.20</td>
</tr>
<tr>
<td>Electrical Improver(^2)</td>
<td>£1.98</td>
</tr>
<tr>
<td>Senior Graded Electrical Trainee(^3)</td>
<td>£1.98</td>
</tr>
<tr>
<td>Labourer(^2)</td>
<td>£1.76</td>
</tr>
<tr>
<td>Adult Trainee(^2,3)</td>
<td>£1.76</td>
</tr>
<tr>
<td>Mate (over 18)(^3)</td>
<td>£1.76</td>
</tr>
<tr>
<td>Senior Modern Apprentice(^3)</td>
<td>£1.76</td>
</tr>
<tr>
<td>Stage 4 Apprentice(^2,4)</td>
<td>£1.76</td>
</tr>
<tr>
<td>Stage 3 Apprentice(^2,4)</td>
<td>£1.65</td>
</tr>
<tr>
<td>Mate (17–18)(^3)</td>
<td>£1.32</td>
</tr>
<tr>
<td>Stage 2 Apprentice(^2,4)</td>
<td>£1.21</td>
</tr>
<tr>
<td>Intermediate Modern Apprentice(^3)</td>
<td>£1.21</td>
</tr>
<tr>
<td>Stage 1 Apprentice(^2,4)</td>
<td>£0.88</td>
</tr>
<tr>
<td>Mate (under 17)(^3)</td>
<td>£0.88</td>
</tr>
<tr>
<td>Junior Modern Apprentice(^3)</td>
<td>£0.88</td>
</tr>
</tbody>
</table>

The National Payment applies to Designated Projects outside the M25 orbital motorway (Section 9.7).

---

1. Includes JIB/SJIB Technicians, Approved Electricians and Electricians, HVCA Foremen, Senior Craftsmen, Craftsmen and Installers and JIB–PMES Craftsmen and Installers.
2. JIB/SJIB grades.
3. HVCA grades.
APPENDIX 3

MAJOR PROJECT PERFORMANCE PAYMENT WITHIN M25 MOTORWAY 2005 – 2007  
(Section 9.8)

<table>
<thead>
<tr>
<th>Grade</th>
<th>From 31-1-05</th>
<th>From 1-2-06</th>
<th>From 1-2-07</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skilled Craftsman and higher grades¹</td>
<td>£3.25</td>
<td>£3.40</td>
<td>£3.57</td>
</tr>
<tr>
<td>Electrical Improver²</td>
<td>£2.93</td>
<td>£3.06</td>
<td>£3.21</td>
</tr>
<tr>
<td>Senior Graded Electrical Trainee²</td>
<td>£2.93</td>
<td>£3.06</td>
<td>£3.21</td>
</tr>
<tr>
<td>Labourer²</td>
<td>£2.60</td>
<td>£2.72</td>
<td>£2.86</td>
</tr>
<tr>
<td>Adult Trainee²,³</td>
<td>£2.60</td>
<td>£2.72</td>
<td>£2.86</td>
</tr>
<tr>
<td>Mate (over 18)²</td>
<td>£2.60</td>
<td>£2.72</td>
<td>£2.86</td>
</tr>
<tr>
<td>Senior Modern Apprentice²</td>
<td>£2.60</td>
<td>£2.72</td>
<td>£2.86</td>
</tr>
<tr>
<td>Stage 4 Apprentice²,⁴</td>
<td>£2.60</td>
<td>£2.72</td>
<td>£2.86</td>
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<tr>
<td>Stage 3 Apprentice²,⁴</td>
<td>£2.44</td>
<td>£2.55</td>
<td>£2.68</td>
</tr>
<tr>
<td>Mate (17-18)³</td>
<td>£1.95</td>
<td>£2.04</td>
<td>£2.14</td>
</tr>
<tr>
<td>Stage 2 Apprentice²,⁴</td>
<td>£1.79</td>
<td>£1.87</td>
<td>£1.96</td>
</tr>
<tr>
<td>Intermediate Modern Apprentice³</td>
<td>£1.79</td>
<td>£1.87</td>
<td>£1.96</td>
</tr>
<tr>
<td>Stage 1 Apprentice²,⁴</td>
<td>£1.30</td>
<td>£1.36</td>
<td>£1.43</td>
</tr>
<tr>
<td>Mate (under 17)³</td>
<td>£1.30</td>
<td>£1.36</td>
<td>£1.43</td>
</tr>
<tr>
<td>Junior Modern Apprentice³</td>
<td>£1.30</td>
<td>£1.36</td>
<td>£1.43</td>
</tr>
</tbody>
</table>

¹. Includes JIB/SJIB Technicians, Approved Electricians and Electricians, HVCA Foremen, Senior Craftsmen, Craftsmen and Installers and JIB-PMES Craftsmen and Installers.
². JIB/SJIB grades.
³. HVCA grades.
⁴. Applies to JIB – PMES apprentices.
APPENDIX 4

THE ASSOCIATION OF PLUMBING AND HEATING CONTRACTORS
The Association of Plumbing and Heating Contractors (APHC) became a signatory Party to the Major Projects Agreement (MPA) on 9th June 2003.

APHC members will apply the terms of the MPA on Designated Projects, subject to the following conditions:

Pensions – Clause 23.2
Appropriate pension schemes will be supported by the Parties and promoted on Designated Projects. It is recognised that participation in the Plumbing & Mechanical Services (UK) Ltd. Industry Pension Scheme is a requirement of the National Working Rules for the Plumbing Industry and that the Scheme will be operated by members of the JIB for Plumbing Mechanical Engineering Services (JIB for PMES) on Designated Projects.

Holiday Pay and Sick Pay
It is recognised that members of the JIB for PMES will operate the Plumbing Industry Holiday Pay and Sick Pay Scheme on Designated Projects.

As a signatory Party, APHC will take up membership of the Major Projects Agreement Forum.

Signed on behalf of the Association of Plumbing and Heating Contractors

Signed on behalf of the JIB for Plumbing Mechanical Engineering Services in England and Wales

Signed on behalf of Unite the Union
APPENDIX 5

MEMBERSHIP AND TERMS OF REFERENCE FOR STAGE 4 PANEL HEARINGS

Preamble
The Parties are committed to ensuring that any issues are resolved quickly and effectively, without the need to invoke the formal Disputes Procedure.

Where an issue cannot be resolved informally and is referred to the Disputes Procedure, the Parties are committed to ensuring that the issue is resolved at the earliest possible stage of the Procedure.

Distinguishing between Grievances and Collective Disputes
The Major Projects Agreement (MPA) distinguishes between collective disputes and individual grievances. Section 10.16 of the Agreement sets out the procedure to be used where a collective dispute arises and Section 10.17 sets out the procedure to be used in the event of an individual grievance.

It is essential to the effective working of these procedures to define issues accurately so that they are handled within the appropriate procedure.

Where an issue affects an individual personally, it is normally a grievance and should be handled within the terms set out in Section 10.17 – Individual Grievances and Disciplinary Issues.

Where an issue affects a group of employees, it is normally a collective dispute and should be handled within the terms set out in Section 10.16 – The Resolution of Collective Disputes.

In the case of issues affecting a group of employees it is recognised that such issues may affect a single employer or a number of employers.

If the Parties are unable to agree whether to use the Grievance Procedure or the Disputes Procedure, or wish to seek guidance on the operation of the procedures, the Secretary to the MPA Forum will provide guidance. The Secretary will consult the Joint Co-ordinators as necessary.

THE PROCEDURE FOR STAGE 4 PANEL HEARINGS
The Joint Co-ordinators may use their good offices to seek to resolve an issue without the need to arrange a formal hearing.

Arrangement of Panel Hearings
The Secretary to the Forum will be responsible for arranging Panel hearings, including the identification of available members, arrangement of a suitable meeting location etc.

Membership of Panels
The Trade Union and Employers’ Co-ordinators are responsible for providing nominations for Panel membership to the Secretary to the Forum, who will maintain an up-to-date list of such members.

Timing of Panel Hearings
Panel hearings must take place within two weeks of the receipt of a reference following a Stage 3 meeting, as set out in the MPA. The Secretary to the Forum will be responsible for compliance with this requirement, with the assistance and co-operation of the Parties. The reference from Stage 3 will include a full set of minutes.

Venue for Panel Hearings
Panel hearings will take place at a suitable off-site location.
Membership of Panel Hearings
Panel hearings will comprise at least two members from each side of the list of Trade Union Representatives and Employer Representatives. The number of Trade Union and Employer Representatives must be equal. The Secretary to the MPA Forum will provide secretarial and administrative support to hearings.

Representation at Hearings
The number of representatives attending a hearing should be kept to the minimum necessary to adequately present their case and must be advised in advance to the Secretary. The appropriate Full Time Officer will be responsible for presenting the Trade Union case. An appropriate Senior Management representative will be responsible for presenting the employer’s case.

Minutes and other supporting evidence from Stage 3 Meeting
The Parties must agree and provide the Secretary with a full set of minutes following a failure to agree at a Stage 3 meeting, together with any other supporting evidence.

Terms of Reference for Stage 4 Panel Hearings
The Secretary will agree the Terms of Reference for Panel Hearings with the Parties. The Secretary will issue the Terms of Reference to the Stage 4 Panel members at least seven days prior to the Panel hearing.

Submission of Documents
The Parties must ensure that all documentation is received by the Secretary not less than seven days prior to the hearing. Any documents received after this deadline will not be considered by the Panel unless the Panel members agree that there are acceptable reasons for the late submission.

Chairing of Hearings
The Panel members will elect a Chairman prior to the start of the hearing. The Chairman will have a vote, but not a casting vote.

Procedure
The Chairman will be responsible for conducting the hearing. The Chairman will outline the procedure to the Parties prior to the start of the hearing.

During each hearing, the following procedure should be adopted:

- Confirmation of the Terms of Reference for the hearing;
- Presentation by the Party making the reference;
- Questions of clarification by Panel members and by the other Party;
- Presentation by the other Party;
- Questions of clarification by Panel members and by the Party making the reference;
- Questions and comments by both Parties and Panel members;
- The Party making the reference will have the opportunity to present a summary. No new evidence may be provided at this point;
- The other Party will have the opportunity to present a summary. No new evidence may be provided at this point;
- The Parties will then withdraw to allow the Panel to consider its decision.
Decisions of the Panel
The Chairman will encourage the Panel members to achieve a decision using the principle of consensus. If he concludes that a consensus decision cannot be reached, he must seek a decision by majority vote. The decision of the Panel is the final stage of the Disputes Procedure.

The Panel will normally seek to reach its decision on the day of the hearing and will announce its decision to the Parties. The reasons for the Panel's decision will be provided in writing after the hearing.

Promulgation of Panel Decisions
The Chairman will be responsible, with the assistance of the Secretary to the MPA Forum, for the preparation of a written statement setting out the decision of the Panel. The Secretary will be responsible for the promulgation of the decision to the Parties and for ensuring that the Joint Co-ordinators and Forum members as a whole are aware of Panel decisions.

The written statement will address the following matters:
- The decision of the Panel in relation to the Terms of Reference;
- The reason(s) for the decision of the Panel.
The union in the JIB and Building Services Engineering
Representing the interests of all Electrical and Mechanical contracting and Engineering Construction workers

The Union for all skilled, professional & technical workers

Benefits Include:

- Representation by specialist officials for all employment related matters
- Specialist Legal advice, aid and representation
- A comprehensive range of individual union benefits

If you have a problem at work our team of dedicated officers and workplace representatives provide professional support, advice and representation on a wide range of issues such as:

- Disciplinary matters
- Grievances and Disputes
- Redundancy
- Health & Safety
- Apprenticeships, Skills and Training

Unite is the only union recognised to represent and negotiate on behalf of employees in the Electrical Contracting industry through the JIB and its procedures.

For information about joining please ring 0800 587 1222 and quote Construction/JIB

www.unitetheunion.org
WANT TO IMPROVE YOUR QUALIFICATIONS AND SKILLS BUT PUT OFF BY THE COST?

The JIB Further Education Fund could help you!

If you’re:
• a JIB graded operative employed by a JIB member company,
• a registered apprentice working for any company, or
• an unemployed operative registered with the ECIBA holding a valid ECS card

...you could get up to £500 towards a training course.

What courses are covered?
Anything that is classed as furthering your industry education beyond the basic qualifications needed to be an electrician.

For example, funding apprentices for the AM2 or adults for the City & Guilds 2394 or 2395 can’t be funded as these are requirements of grading.

Previous training we’ve helped to fund:
• NVQ Level 3
• BTEC National Certificates
• BSc/Foundation Degree in Building Services
• HNCs, ONCs
• City & Guilds Level 3 Process Technology
• City & Guilds Level 2 CAD (2D)

You can also suggest other courses not on this list and we’ll consider them.

“Thank you for your contribution towards the course fee – contrary to popular belief financial support for training is not easily forthcoming.”
Tim Brown, MD, Brown & Company

“Within a short period of time following my application to the FE Fund I was given assistance with my university fees. After three years I now have my Foundation Degree. This would not have been possible without your assistance.”
Gareth Moor

For more information and the application form visit www.jib.org.uk/further-education-fund.aspx

Don’t forget... Funding may be available through JTL if you were registered with them and completed your apprenticeship. If you’re a Unite member you can also apply for a bursary to support your studies.
Employment Law – Main Provisions
INDEX

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   1.2. Payment in Lieu of Notice  
   1.3. Instant Dismissal  
   1.4. Employees Being Transferred to a New Site or Job  
   1.5. Fixed Term Contracts  

2. REDUNDANCY  
   2.1. Main Provisions  
   2.2. Calculation Table  
   2.3. Provision for Handling Redundancies  

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<th>Section</th>
<th>Page</th>
</tr>
</thead>
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<td>1.1. Minimum Notice</td>
<td>171</td>
</tr>
<tr>
<td>1.2. Payment in Lieu of Notice</td>
<td>171</td>
</tr>
<tr>
<td>1.3. Instant Dismissal</td>
<td>171</td>
</tr>
<tr>
<td>1.4. Employees Being Transferred to a New Site or Job</td>
<td>172</td>
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<td>1.5. Fixed Term Contracts</td>
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<td>2. Redundancy</td>
<td>173</td>
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<td>2.1. Main Provisions</td>
<td>173</td>
</tr>
<tr>
<td>2.2. Calculation Table</td>
<td>173</td>
</tr>
<tr>
<td>2.3. Provision for Handling Redundancies</td>
<td>175</td>
</tr>
</tbody>
</table>
1. TERMS OF EMPLOYMENT AND NOTICE

The Employment Rights Act 1996

The Contracts of Employment and Redundancy Payments Act (Northern Ireland) 1965 as amended by the Industrial Relations (Northern Ireland) Order, 1976

Main Provisions

The following information explains, briefly, the main provisions of the above Statutes relating to written particulars of terms of employment but is not intended to be a strictly legal interpretation.

The Acts provide for the following terms:

(a) Employers must give all employees, a written statement setting out their terms of employment within two calendar months after engagement;

(b) Employees who have been continuously employed for one month or more, are given statutory rights to the length of notice upon the termination of employment;

(c) Employees, who have been continuously employed for one month or more, are given statutory rights to minimum pay during notice.

1.1 MINIMUM NOTICE

The Statutory minimum periods of notice for termination of employment are:

<table>
<thead>
<tr>
<th>Period of Continuous Employment</th>
<th>Employer to Employee</th>
<th>Employee to Employer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than one month</td>
<td>One day</td>
<td>One day</td>
</tr>
<tr>
<td>One month but less than 2 years</td>
<td>One week</td>
<td>One week</td>
</tr>
<tr>
<td>2 years and thereafter for each year of continuous employment up to 12 years</td>
<td>One week for each year of continuous service</td>
<td>One week only</td>
</tr>
<tr>
<td>12 years or more</td>
<td>Twelve weeks</td>
<td>One week</td>
</tr>
</tbody>
</table>

1.2 PAYMENT IN LIEU OF NOTICE

Either party may waive his right to notice or to mutually accept an agreed payment in lieu.

1.3 INSTANT DISMISSAL

The Act does not affect the right of an employer to instantly dismiss, without any notice, an employee at any time for serious misconduct, including misdemeanour, or for bad workmanship. Conversely an employee may leave at any time if the behaviour of his employer justifies it. Whether there is sufficient justification on either side depends upon the circumstances of the individual case.
1.4 **EMPLOYEES BEING TRANSFERRED TO A NEW SITE OR JOB**

An operative employed within the terms of the JIB National Working Rules is expected by custom and practice to be transferable from one job or site to another because his place of work is the Employer’s Shop.

1.5 **FIXED TERM CONTRACTS**

Employees who are employed on fixed-term contracts of one month or less and have been continuously employed by the employer for at least three months have the same statutory notice rights as other employees.

Note:

From 1st October 2002, a limit has been placed on the number of fixed-term contracts an employee may work under. If an employee has been continuously employed on fixed-term contracts for four years or more and is re-engaged on a fixed-term contract without continuity being broken, the new contract has effect under the law as a permanent contract unless the renewal on a fixed-term basis was objectively justified. For further information see the DTI publication Fixed Term Work – A Guide to the regulations (PL512).
Section 6: Employment Law – Main Provisions

2. REDUNDANCY

The Redundancy Payments Act 1965
The Employment Rights Act 1996
The Contracts of Employment and Redundancy Payments Act (Northern Ireland) 1965 as amended by the Industrial Relations (Northern Ireland) Order, 1976

Main Provisions
The following information explains, briefly, the main provisions of the above Statutes but is not intended to be a strictly legal interpretation.

2.1 MAIN PROVISIONS

No redundancy payment is payable to an employee with less than two years' continuous service with their employer or if an employee leaves of his own accord, dies or is dismissed for reasons other than redundancy, eg inefficiency, unsuitability or for health reasons.

The dismissal must be wholly or mainly due to redundancy (as defined below) before there is any entitlement to a redundancy payment.

The Acts provide the following:

(a) Employers pay a contribution towards a National Redundancy Fund which is included in the weekly National Insurance contribution.

(b) Employers are required to make redundancy payments, which are not taxable, to employees according to the following scales:

<table>
<thead>
<tr>
<th>Age Group</th>
<th>For each year of 'Reckonable service'</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to the age of 21</td>
<td>½ week's pay</td>
</tr>
<tr>
<td>22-40</td>
<td>1 week's pay</td>
</tr>
<tr>
<td>41+</td>
<td>1 ½ week's pay</td>
</tr>
</tbody>
</table>

"Reckonable service" is calculated by working backwards from the effective date of dismissal. Only complete years (12 calendar months) count and any year during part of which the employee was in a higher age group counts towards service in the age group immediately below. Reckonable service is limited to the last 20 years before redundancy and earnings above a specified limit will not be taken into account.

The limit on a week's pay from 1st February 2012 is £430.
The limit on a week's pay from 1st February 2013 is £450.

An operative is dismissed as redundant where the whole or main reason for his dismissal is that his employer's needs for employees to do work of a particular kind, or work of a particular kind in a place, have diminished or ceased.

The employer shall explore all possible alternatives of employment within the undertaking and discuss these with Unite the Union before making operatives redundant.

An employee with two years or more continuous service who is given notice of dismissal by reason of redundancy, shall be entitled before the expiration of notice to reasonable time off, with pay, during working hours to look for new employment or make arrangements for training for future employment.

In the event of the employer becoming insolvent the employee should apply for repayment to the insolvent employer's representative, liquidator, trustee, etc. who will supply him with a form which will enable the liquidator to apply to the Secretary of State for payment from the Redundancy Fund.
2.2 **CALCULATION TABLE** [see note below]

<table>
<thead>
<tr>
<th>AGE SERVICE (years)</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
<th>11</th>
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<th>17</th>
<th>18</th>
<th>19</th>
<th>20</th>
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<tbody>
<tr>
<td>(years)</td>
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<td>1</td>
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18* [1] – It is possible that an individual could start to build up continuous service before age 16, but this is likely to be rare, and therefore the table has been started from age 18.

61* [2] – The same figures should be used when calculating the redundancy payment for a person aged 61 and above.

[Note: The table is for redundancies which have taken place on or after 1st October 2006. For the table prior to this date please contact the JIB’s Industrial Relations Department.]
2.3  **PROVISION FOR HANDLING REDUNDANCIES**

Handling Redundancies (Part IV Employment Protection Act 1975)
as amended by the Trade Union Reform and Employment Rights Act 1993  
and  
The Collective Redundancies and Transfer of Undertakings (Protection of Employment)  
(Amendment) Regulations 1995 and 1999

**Main Provisions**

An employer proposing to make any operative redundant should begin consultation with Unite the Union at the earliest opportunity. Under the legislation:

2.3.1. The employer must begin the process of consultation in good time and in any event at least:

(i) 30 days before the first of the dismissals takes effect in a case where between 20 and 99 redundancy dismissals are proposed at one establishment within a 90 day period;

(ii) 90 days before the first of the dismissals takes effect in a case where 100 or more redundancy dismissals are proposed at one establishment within a 90 day period (45 days from 6th April 2013).

2.3.2. For the purposes of these Regulations the appropriate representatives of any employees are representatives of Unite the Union.

As Unite the Union is the recognised Trade Union under the JIB Agreement then employers must consult with Unite the Union and cannot consult elected representatives.

2.3.3. For the purposes of consultation the employer shall disclose *in writing* to the appropriate representatives:

(a) the reasons for the proposals;

(b) the numbers and descriptions of employees whom it is proposed to dismiss as redundant;

(c) the total number of employees of any such description employed by the employer 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 procedure, including the period over which the dismissals are to take effect;

(f) the proposed method of calculating any redundancy payments, other than those required by statute, that the employer proposes to make.

The employer is under a duty to consult with the appropriate representatives of any of the employees who may be affected by the proposed dismissals or by measures taken in connection with those dismissals. This includes employees who, although not under threat of dismissal, might be directly or indirectly affected by a redundancy situation.

2.3.4. The consultation shall include ways of:

(a) avoiding the dismissals;

(b) reducing the number of dismissals involved; and

(c) mitigating the effects of the dismissals.

and shall be undertaken by the employer with a view to reaching agreement with the appropriate representatives.
2.3.5. Copy of the information disclosed must be delivered to the appropriate representatives. In the case of Unite the Union the employer must inform an authorised official of Unite the Union. It is recommended that this be sent to the local Regional Officer as well as to the Shop Steward(s) where appointed.

In the case where operatives made redundant from one area (in which the shop is located) are made redundant in another area (where the site is), employers are advised to send the notification to Regional Officers in both areas.

The employer is required to allow the appropriate representatives reasonable access to their constituent employees and to such accommodation and other facilities as is appropriate.

Where an employer fails to meet the requirement to inform and consult in accordance with the statutory provisions, Unite the Union may make a claim for a Protective Award. This is subject to an upper limit of 90 days pay per protected employee (ie employees whom the employer plans to dismiss or has already dismissed as redundant and they must be employees in whose case the employer has failed to comply with the information and consultation requirements).

2.3.6. There may be special circumstances where it is not reasonably practicable for an employer to fully meet the requirements for minimum consultation periods or disclosure of information. In such circumstances employers must do all that is reasonably practicable towards meeting the requirements.

It does not count as "special circumstances" for these purposes if the decision leading to the redundancies was taken by a controlling body (eg a head office or parent Company) that had not supplied the necessary information or had not supplied it in time.

2.3.7. An employer who proposes to dismiss 20 or more employees at one establishment within a 90 day period has a statutory duty to notify the Secretary of State for the Department for Business Innovation and Skills. A notification must be made before the first dismissal takes effect. The minimum times are:

(i) If between 20 and 99 employees may be dismissed as redundant at one establishment within a 90 day period, the minimum notice time is at least 30 days; and

(ii) if 100 or more employees may be dismissed as redundant at one establishment within a 90 day period, the minimum notice time is at least 90 days (45 days from 6th April 2013).

These periods are the same as the minimum periods permitted for consultation with appropriate representatives.

The Department for Business Innovation and Skills requires information in writing about the employer’s proposals. Employers may notify by letter or, as is more common, by the HR1 form. The notification should sent by post or by hand to the office indicated on the form. Copy of the notification must be given or sent to the appropriate representatives.
Section 7

Employment Practices
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1. CODE OF GOOD PRACTICE - EMPLOYMENT OF OPERATIVES

This code of good practice can be found on the JIB’s website at www.jib.org.uk under the Resources and Publications section.
2. **LAY-OFF**

*(As determined by the JIB National Board on 7th January 1980)*

The JIB National Working Rules make no provision for the lay-off of operatives and this is not normally permissible. Unfortunately, the occasions when industrial action by operatives of other trades has prevented work being carried out by the operatives of electrical contractors, have increased sharply in recent times, and the JIB sees no alternative but to make some facility for lay-off in these circumstances. Lay-off may only be considered after the following steps have been exhausted:

(a) Operatives will present themselves as available for work and make every reasonable effort to report to their place of work,

(b) If they cannot gain access to their place of work their employer shall make representations to his client for access to be provided and if it cannot be provided that he should be reimbursed for any loss or expense he might incur,

(c) Unite the Union shall immediately be informed and shall use its best endeavours to obtain access for the operatives to reach their place of work. Those endeavours shall be made and completed within one week of being notified of the problem by the employer,

(d) If Unite the Union cannot obtain access then the employer shall redeploy as many operatives as possible upon alternative work.

The employer may then declare a temporary lay-off in respect of those operatives he cannot redeploy on alternative work who shall receive the guarantee payments contained in, and in accordance with the terms of Employment Protection (Consolidation) Act 1978 (now the Employment Rights Act, 1996). During any temporary lay-off the JIB Benefits contributions shall continue to be made.

During lay-off the employer may require operatives to be available to re-commence work at 24 hours’ notice and where this necessitates operatives remaining in lodging the lodging allowance shall continue to be paid.

Lay-off shall not be applied to apprentices.
3. CODE OF GOOD PRACTICE – JOB/SHOP REPRESENTATIVES

PREFACE

The principles set out in this Code of Practice have been written within the framework of the current industrial relations law, the Rules of the JIB, the National Working Rules and the Industrial Determinations of the JIB for the Electrical Contracting Industry and over 40 years' experience of the Disputes Procedure of the JIB.

A failure on the part of any person to observe any provisions of a Code of Good Practice of the JIB shall not itself render him liable to any proceedings but in any proceedings before a Regional JIB:

(a) any such Code of Good Practice shall be admissible in evidence, and

(b) if any provision of such Code of Good Practice appears to the Regional JIB to be relevant to any question arising in the proceedings it shall be taken into account in determining that question.

This Code of Good Practice is not intended to be an authoritative statement of the law concerning time off for carrying out trade union duties and activities for which reference should be made to the Employment Rights Act 1996 and Code of Practice No. 3 'Time off for trade union duties and activities' by the Advisory, Conciliation and Arbitration Service copies of which are available from Government Bookshops.

3.1 INTRODUCTION

3.1.1 The National Agreement provides for the appointment of Job/Shop/Company Representatives in the Electrical Contracting Industry.

3.1.2 It is intended to build up a panel of trained JIB graded operatives who will be ready and willing to be appointed to Job/Shop/Company Representative, take an active interest in the affairs of the JIB and Unite the Union and be prepared to fulfil their industrial relations duties. This will be beneficial to all parties as it will develop more responsible attitudes amongst members of Unite the Union, greater participation in the Union's affairs and lead to improved harmony in the electrical contracting industry resulting in increased productivity for the benefit of both employers and employees.

3.1.3 Because of the scattered nature of workplaces in the industry there may be problems of representation and communication which will require special consideration by employers when preparing procedures to enable Representatives to take time off to carry out their industrial relations duties. These procedures are more likely to achieve the desired objective of good industrial relations if approached in the spirit of consultation and co-operation with representatives and made available in writing to all levels of supervision and every employee.

3.2 FUNCTION

3.2.1 The Representative shall, in addition to his duties under the Rules of Unite the Union and as an employee, be jointly responsible with his employer (or the employer's representative who shall be properly trained to discharge his industrial relations duties) for the application of the JIB Rules and the National Working Rules and Industrial Determinations for the Electrical Contracting Industry on the job, at the shop or in the company. They will ensure that every effort is made to maintain good industrial relations and to increase productivity.
3.3 **RECOGNITION**

3.3.1 The accredited Representative is the recognised Unite the Union representative for the job (ie construction site or place of work), for a particular shop or for the company concerned and in that capacity will be afforded recognition by his employer under the terms of these Rules and relevant legislation in respect of the JIB graded operatives and registered apprentices employed in his constituency by his employer.

3.3.2 JIB Employer Participants will only afford such recognition to Representatives accredited by Unite the Union.

3.4 **ELECTION**

3.4.1 The JIB graded operatives at each job, shop or company shall nominate from amongst their number an eligible person to be their Representative* in accordance with the Rules of Unite the Union.

3.4.2 To be eligible for nomination a person shall be a skilled JIB Graded operative and shall so far as is reasonably practicable either:

3.4.2.1 have been continuously employed by his employer throughout the preceding two years, or

3.4.2.2 have had at least two years’ experience in the electrical contracting industry and have been continuously employed for six months by his current employer, the nomination being subject to the approval of Unite the Union who will issue credentials to each Representative they appoint and notify his employer and the JIB in writing of the appointment and the extent of the Representative’s constituency.

3.4.3 When offering himself for nomination a person expresses his willingness to attend JIB/Unite the Union approved training courses of reasonable duration in industrial relations which will include a thorough study of the National Working Rules and Industrial Determinations of the JIB.

3.4.4 Representatives shall be registered with the JIB and for this purpose Unite the Union shall notify the JIB of the address of the Representative. The JIB will issue a letter to the Representative and his employer confirming the Representative’s registration. The JIB will provide registered Representatives with a copy of the National Working Rules and Industrial Determinations and any amendments thereto.

3.4.5 Once appointed and issued with his credentials the Representative shall continue in that appointment for a period of two years or until such time as his credentials are withdrawn by Unite the Union or he resigns as the Representative when Unite the Union shall notify the employer and the JIB or he ceases to be employed in the constituency he was appointed to represent when the employer shall notify Unite the Union and the JIB.

3.5 **DUTIES**

3.5.1 In addition to his duties as an employee under the terms and conditions of his contract of employment the Representative has three duties stemming from his appointment:

3.5.1.1 as the appointed Representative of his constituents to act as their spokesman.

*Representative means Job/Shop/Company Representative.
3.5.1.2 to deal with the problem(s) of a constituent if he has been unable to achieve satisfaction directly with his immediate supervisor under the JIB Disciplinary, Grievance & Conciliation Procedure, affecting his constituents, either individually or collectively, with their employer or the employer’s representative on site. When acting in this capacity the Representative will consult Unite the Union under whose direct control he will operate.

3.5.1.3 as the custodian of the National Working Rules and the Industrial Determinations to advise his constituents on such matters as productivity, grading, employment, training and the application of the Rules and Determinations. Where his constituents are not represented by a Safety representative appointed by Unite the Union he will also advise them on matters affecting health, safety and welfare.

3.5.2 The Representative will have the right to inspect the JIB Grade/ECS Card of his constituents and the benefit credit records held by the employer. In exercising this entitlement to inspect benefit records Representatives should have regard to the reasonableness of time.

3.5.3 The JIB and Unite the Union will provide the Representative with whatever additional information is necessary for him to discharge his duties efficiently.

3.5.4 A Representative shall not act as such outside the constituency for which he was appointed.

3.6 TIME OFF FOR INDUSTRIAL RELATIONS DUTIES

3.6.1 The employer shall permit the Representative to take reasonable time off with pay to:

3.6.1.1 carry out his duties as a Representative,

3.6.1.2 attend approved JIB/Unite the Union training courses of reasonable duration in aspects of industrial relations relevant to the carrying out of his duties as a Representative, and

3.6.1.3 attend such conferences and committees where, in the opinion of the Chief Executive of the JIB, attendance will assist the Representative in the performance of his industrial relations duties.

3.7 TIME OFF FOR TRADE UNION ACTIVITIES

3.7.1 The employer shall permit the Representative to take reasonable time off without pay to take part in trade union activities connected with, and approved by, Unite the Union.

3.8 CONDITIONS RELATING TO TIME OFF

3.8.1 Employers are responsible for completing contracts on time, providing service to their clients and for making the operational arrangements for Representatives to take time off who shall bear in mind their employer’s problems in discharging those responsibilities.

3.8.2 When a Representative seeks time off he shall inform his employer as far in advance as is reasonable in the circumstances indicating the nature of the business for which time off is required, the intended location and the expected period of absence.

3.8.3 An employer may ask a Representative to defer taking time off because, for example, problems of safety, security, maintenance of production or service would ensue if time off were taken at a particular time. The grounds for seeking a postponement should be made clear and the employer and the Representative should endeavour to agree on an alternative date. In considering postponement the urgency of the matter for which time off is required should be weighed against the seriousness of any problems which might arise.
3.8.4 A Representative who considers his employer has failed to permit him to take time off, permitted him to take insufficient time off or failed to pay him for the time he had been permitted to take off for his industrial relations duties shall consult the appropriate Regional Office of Unite the Union and if the matter is not satisfactorily resolved a written report shall be made to the JIB.

3.8.5 When it is necessary for the Representative’s work to be continued during his time off the employer should expect the maximum co-operation of the Representative’s constituents for this to be achieved.

3.9 CONSULTATION

3.9.1 The Representative shall be provided with information and consulted by his employer on such matters as recruitment, planning, productivity, overtime, redundancy and disciplinary action. Where his constituents are not represented by a Safety Representative appointed by Unite the Union he will also be provided with information and consulted by his employer on matters affecting health, safety and welfare.

3.10 COMMUNICATION

3.10.1 The Representative has a duty to convey accurate information from Unite the Union and his employer to his constituents and, conversely, to report accurately on problems affecting them to his employer and Unite the Union. Nothing in this Code of Good Practice removes from the employer his responsibility to communicate directly with his employees.

3.11 MEETINGS

3.11.1 In the event of it becoming necessary for the Representative to communicate to his constituents matters arising under 4.9.1 or 4.10.1 the employer shall give permission for him to hold a meeting with his constituents of one hour’s duration each month for which the Representative and his constituents attending the meeting shall be paid one hour at the normal wage rate applicable to the site. The date and time of the meeting shall be the subject of consultation between the Representative and his employer who may ask the Representative to defer the meeting because, for example, problems of safety, security, maintenance of production or service would ensue.

The grounds for seeking a postponement should be made clear and the employer and the Representative should endeavour to agree on an alternative date. In considering postponement the urgency of the matter for which the meeting is to be held should be weighed against the seriousness of any problems which might arise.

3.11.2 Meeting should not be held on the premises of the employer or his client without the prior permission of the employer.

3.12 REDUNDANCY

3.12.1 Employers in the Electrical Contracting Industry recognise Unite the Union and they are under a legal obligation to consult at the earliest opportunity with Regional Officers of the Union and Job/Shop/Company Representative about any redundancy proposals.

3.12.2 Employers will be expected to respond constructively to representations made by Regional Officers.
3.13 FACILITIES

3.13.1 Employers shall make available to Representatives reasonable facilities necessary for them to perform their duties efficiently.

3.14 DISCIPLINE

3.14.1 The first responsibility of a Representative is as an employee under the terms and conditions of his contract of employment and he shall be subject to the disciplinary procedures applicable to the employees in the establishment, refer to the JIB Code of Good Practice-Discipline, except that the appropriate Regional Office of Unite the Union shall be notified before disciplinary action is taken against a Representative.

3.14.2 A Representative shall not be disciplined for actions taken in the course of his industrial relations duties but where an employer considers he has cause for complaint he shall take the matter up with the appropriate Regional Office of Unite the Union and if the matter is not satisfactorily resolved a written report shall be made to the JIB.
JIB Training Schemes
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1. **1999 TRAINING SCHEME FOR ELECTRICAL INSTALLATION APPRENTICES**

Note:
Applications onto this Scheme have ceased. Apprentices still on the Scheme can download details from the JIB website at [www.jib.org.uk](http://www.jib.org.uk).
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2. **2004 TRAINING SCHEME (REVISED) FOR ELECTROTECHNICAL APPRENTICES**

The 2004 Training Scheme encompasses the framework of an Advanced Apprenticeship for Apprentices following Electrical Installation, Panel Building, Motor Rewind & Repair, Electrical Maintenance, Highway Lighting and Instrumentation routes, as defined by SummitSkills, the Sector Skills Council for the Building Services Engineering Sector.

Additions and alterations to this Scheme shall only be made by the JIB National Board.

**Preface**

The 2004 Training Scheme is operated by Training Agents who must be registered with the JIB. Training Agents are responsible for providing an approved delivery and assessment plan that will enable full completion of the Scheme.

*Within the JIB, the Trade Union (Unite the Union) and the Trade Association (The Electrical Contractors’ Association) are the only organisations recognised for representation or negotiating purposes.*

2.1 **ENTRY INTO THE INDUSTRY**

All persons who wish to enter the Electrotechnical/Electrical Contracting Industry¹ must have completed their statutory education. A JIB approved selection test must be undertaken to ensure the applicant understands the specific nature of the Industry and has the necessary aptitude, including numeracy and literacy, to make completion of the Apprenticeship a realistic prospect. All applicants must be examined by a Registered Medical Practitioner to certify physical fitness, normal vision (this can be achieved by the wearing of vision corrective glasses/contact lenses) and absence of colour blindness in order to carry out the role to the degree necessary to ensure no impediment to safe working and in accordance with disability discrimination law. With regard to colour blindness, this may be confirmed by production of suitable evidence from a Medical Practitioner or optician at the point of selection testing having undertaken the Ishihara Test in compliance with the HSE Guidelines for Employers.

The 2004 Training Scheme is open to either gender and there must be no discrimination on the grounds of age, racial origin, nationality, creed, sexual orientation, or disability – subject to the safety requirements of the Industry.

2.2 **PRE-REGISTRATION PERIOD**

A period of employment may precede the formal commencement of the Advanced Apprenticeship. Following a site safety induction, which will include Health & Safety Awareness, entrants may spend this time on site when they will be treated and paid as a Stage 1 Apprentice.

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¹ Electrotechnical/Electrical Contracting Industry embraces technical operations and projects relevant to, Installing Electrotechnical Systems and Equipment; Maintaining Electrotechnical Systems and Equipment; Repairing and Assembling Electrotechnical Equipment and Machines. Directly associated with these operations and projects are occupation areas which are specific to a particular job role, the key ones of which are Electrical Installations (Buildings and Structures); Electrotechnical Panel Building; Electrical Machine Repair and Rewind; Installing Instrumentation and Associated Equipment; Maintenance of Electrotechnical Systems and Equipment; Installing Highway Electrical Systems.
Apprentices working for JIB Member Companies will be covered for Death and Disability during this pre-registration period, providing the Company notifies the JIB immediately employment commences. Non-Member Companies must provide for this entitlement through their own insurance.

The maximum hours that can be worked per week are governed by the Working Time Regulations 1998 (as amended) and, where applicable, the Young Worker’s Directive.

2.3 REGISTRATION OF APPRENTICES

Within four weeks of completion of formal registration with the Training Agent, a JIB approved Training Agreement will be provided by the Training Agent. This should be completed, signed by the Employer/Apprentice/Parent or Guardian, as appropriate, and returned to the JIB. A photocopy of this agreement and, for non-JIB Companies, a JIB approved Code of Practice detailing their terms and conditions including rates of pay, must be retained by all Parties.

The Training Agent will register the Apprenticeship with the JIB, providing a passport sized photograph of the Apprentice (countersigned and marked on the back with the National Insurance Number), and the appropriate registration fee. The JIB will confirm to the Apprentice and the employer that registration has taken place and issue:

- JIB Apprentice ECS Card
- JIB Handbook (apprentices working for JIB members only)
- Unite membership form
- Inclusion in the Handtool Replacement Scheme
- Safe isolation card
- ECS card upon completion

JIB Registered Apprentices are entitled to Life Assurance, Accidental Death Benefit and Permanent & Total Disability benefit. JIB employers meet these obligations by complying with the Industry’s Benefits Scheme arrangements. Non-JIB Companies must provide the same level of cover either through their own Insurance Company or via insurance purchased from the JIB. For details of the current premium, please contact the JIB.

These benefits are:

Life Assurance £7,500 (£10,000 from Monday 6th January 2014)
Accidental Death Benefit £6,250 (from Monday 6th January 2014):

(i) £10,000 in the event of death occurring as the result of an accident when travelling directly to or from work, which together with the Death Benefit of £10,000, which is payable on death from any cause, provides a total benefit of £20,000;

(ii) £10,000 in the event of death occurring as the result of an accident at work which together with the Death Benefit of £10,000, which is payable on death from any cause, provides a total benefit of £20,000).

Permanent & Total Disability up to £7,500 (£10,000 from Monday 6th January 2014)

The Employer/Apprentice must keep the JIB advised, in writing, of any changes affecting the Training Agreement such as new address or employer.
2.4 EMPLOYMENT

(a) Terms and Conditions
In addition to the Training Agreement, all Apprentices must be provided with a statement of their main terms and conditions of employment in accordance with the Employment Rights Act 1996 or the Employment Rights (Northern Ireland) Order 1996.

(b) Electrical Installation Apprentices
JIB Member Companies
Apprentices registered under this Training Scheme, and the related Training Agreement, are covered by the JIB National Working Rules, including rates of pay.

Non Member Companies
Apprentices working for non-JIB Member Companies must be provided with a JIB approved Code of Practice detailing their terms and conditions, including rates of pay.

(c) Other Electrotechnical Occupations (See Note [1] page 1)
Apprentices employed under the other occupations covered by this Training Scheme will be subject to the appropriate terms and conditions applicable to their Industry.

(d) Holidays
(i) Annual holiday
During each year, Apprentices are entitled to 22 days Annual Holiday with pay. The pay for each week of holiday shall comply with the Working Time Regulations 1998. During the first year of training the Apprentice’s holiday will be based on completed months of service.

All holidays will be taken at dates agreed in advance with the employer.

In the event of termination or transfer, the holiday accrued in line with the Working Time Regulations 1998 will be calculated and matched against days taken over the same period. Payment for any outstanding holiday will be made at the time of leaving.

(ii) Statutory holiday
In addition to the above, all Apprentices will be entitled to eight days statutory holiday. A normal day’s pay, will be paid for each of the following days:

New Year’s Day
Good Friday
Easter Monday
May Day
Spring Bank Holiday
Late Summer Bank Holiday
Christmas Day
Boxing Day

In areas where any of these days are not normally observed as holidays in the Electrotechnical/Electrical Contracting Industry, traditional local holidays may be substituted by mutual agreement and subject to the determination of the appropriate Regional JIB.

To qualify for payment, Apprentices must work full time for the normal day on the working days preceding and following the holiday, be certified sick or off with the employer’s permission.
When Christmas Day and/or Boxing Day or New Year’s Day falls on a Saturday or Sunday, the following provisions apply:

**Christmas Day**
When Christmas Day falls on a Saturday or Sunday, the Tuesday next following shall be deemed to be a paid holiday.

**Boxing Day or New Year’s Day**
When Boxing Day or New Year’s Day falls on a Saturday or Sunday, the Monday next following shall be deemed to be a paid holiday.

In order to qualify for payment, Apprentices must work full time for the normal day on the working days preceding and following the holiday.

**(e) Sick pay**
Apprentices will be required to comply with their employer’s procedure for the notification of absence due to illness. After three waiting days they will be entitled to Statutory Sick Pay as defined by the Statutory Sick Pay (General) Regulations, 1982. After the same waiting days, they will become entitled to an additional payment, (currently £15.00 per week), for an aggregate period of 12 weeks in any consecutive twelve months. This figure is determined by the JIB National Board and subject to review.

**(f) Tool Kits**
Apprentices are required to provide themselves with handtools and a lockable tool box. The tools must be suitable for the type of work the Apprentice will be required to carry out during the various stages of training. Where practicable, the employer shall provide suitable and lockable facilities for storing tool kits. A JIB Handtool Replacement Scheme exists to provide cover for tool kits lost due to fire or theft. Full details of eligibility and how to claim can be obtained from the JIB’s offices or via the JIB website www.jib.org.uk.

**(g) Personal Protective Equipment (PPE)**
The employer shall provide any PPE such as boots, hard hat, gloves, etc, required under statutory legislation.

**(h) Discipline and grievance procedures**
All employers are required to have disciplinary and grievance procedures in place which comply with current Employment legislation. All Apprentices must be provided with a copy of this procedure at the commencement of employment.

All signatories to the Training Agreement and, if the Apprentice is a member of Unite the Union, the Regional Officer, must be kept informed of any instances where a formal disciplinary enquiry may be necessary.

As a final stage, all disputes or grievances arising from the operation of this Training Scheme, by either JIB or non-Member Companies, shall be referred to the JIB for resolution within the Industry’s Procedures.

**(i) Transfer**
If either the Apprentice or employer is dissatisfied with the progress of the training, an application can be made by either party, to the Training Agent, for a transfer to be considered.
The Training Agent shall conduct a full investigation of the facts surrounding the request and any final decision to transfer to another employer can only be made with the full agreement of the current employer. Such agreement must not be unreasonably withheld.

(j) **Termination of the Apprenticeship Agreement**

(i) **Failure to achieve the appropriate standard**

The employer may terminate the Apprenticeship if the Apprentice is unable, due to lack of application and/or capability, to reach the standard necessary to progress through the Scheme. Before such a decision is taken, the employer must involve the Training Agent, Parent or Guardian and, if the Apprentice is a member of Unite the Union, the Regional Officer. The employer will be required to demonstrate that the necessary support and guidance has been provided to assist the Apprentice achieve the relevant targets.

(ii) **Redundancy**

In the event of a down turn in work which could result in redundancies, the employer may, with the consent of the Apprentice, Parent/Guardian, apply to the Training Agent for a transfer of the Apprenticeship to be considered. The Training Agent will make all reasonable endeavours to arrange a transfer – full details of which must be recorded – but this cannot be guaranteed. **Until such time as a transfer has been arranged and recorded with the JIB, the original employer remains liable for all the obligations of the Apprenticeship, including wages.** Only in the event that an alternative employer cannot be found, may the Apprenticeship be terminated on the grounds of redundancy.

2.5 **TRAINING PROGRESS**

(a) **Stages of Apprenticeship**

Progression through the different stages of the Training Scheme is based purely on achievement, not age (see 2.5(d)). Best endeavours will be used to ensure the Apprenticeship is completed within a four year period.

Normally, all Apprentices are initially registered as Stage 1 and progress via Stages 2, 3 and 4 to attainment of skilled status. However, in certain circumstances it may be possible for relevant prior qualification(s) or learning to be taken into account, allowing an Apprentice to enter the scheme at an advanced stage. Before this can be approved a detailed submission must be made to the JIB for consideration.

(b) **National Vocational Qualifications (NVQs)**

All NVQs are based on National Occupational Standards developed by the appropriate Industry at various levels. In the Electrotechnical Industry, the minimum requirement for skilled status has been agreed as Level 3.

The National Occupational Standards, developed by SummitSkills for the Electrotechnical/Electrical Contracting Industry, identify the various tasks a competent qualified operative working in a specific occupation will be required to undertake, and provide the measure against which competence to carry out this work can be judged.

Apprentices will be required to produce portfolios for assessment against these standards using various forms of recorded evidence (a JIB logbook can be used for this purpose), and undertake a Practical Performance Assessment (PPA). **It is essential that these portfolios are accurately completed by the Apprentice, and kept up to date.** To assist in this
process, sufficient support and guidance from both the employer and Training Agent, is crucial.

(c) Attendance at Classes

Apprentices registered before Monday 7th January 2013

All apprentices will be required to attend college, or any other approved training establishment, as specified by the Training Agent. By the contractual agreement to train, the employer must allow the apprentice to attend college at the designated times in order to complete the off-the-job vocational education and training elements required to complete the apprenticeship.

For each college/training day the employer will pay the apprentice a normal working day's pay plus the actual fares incurred and, where not recoverable from other sources, the employer will meet any fees applicable.

Apprentices registered on or after Monday 7th January 2013

All apprentices will be required to attend college, or any other approved training establishment, as specified by the Training Agent. By the contractual agreement to train, the employer must allow the apprentice to attend college at the designated times in order to complete the off-the-job vocational education and training elements required to complete the apprenticeship.

For each college/training day the employer will pay the apprentice a normal working day's pay at the College rate of pay plus the actual fares incurred and, where not recoverable from other sources, the employer will meet any fees applicable.

(d) Advancement

Please note that advancement is linked to both service AND attainment of qualifications. There are various targets within each stage of the Apprenticeship which must be achieved before advancement to the next stage can occur.

Throughout the Apprenticeship, it is important that continuous consultation takes place between the employer and the Training Agent. This process will monitor learning and competence progression and identify any shortfalls at the earliest possible opportunity.

In September of each year, the employer must review the progress of their Apprentices to establish whether they have achieved the training targets defined in their Advanced Apprenticeship Individual Learning Plan*. Once the Employer is satisfied that the targets have been met – guidance on this can be obtained from the Training Agent – they must advance the Apprentice to the next stage. The enhanced hourly rate will be paid from the following pay week.

*Apprentices who do not meet their annual training targets will remain at their current stage for a further period of six months when the situation will be reviewed. Failure to progress may result in termination of the Apprenticeship but only after the process outlined under item 4j (i) has been exhausted.

In the latter stage of the Apprenticeship, a SummitSkills approved Practical Performance Assessment (PPA) will be taken. To reduce retakes, it is expected that a judgement of the Apprentice's ability to pass the test will be made prior to entry. The Apprentice is entitled to a second attempt at the PPA. If this is also unsuccessful, the Training Agreement may be terminated.
(e) Appeals
Apprentices who believe they are eligible for advancement and consider this is being unreasonably withheld have a right of appeal to the JIB. However, this should be regarded as a final stage and before taking this course of action, every attempt must be made by the Apprentice to resolve the issue amicably with their Employer. Apprentices who are members of Unite the Union should contact their Regional Officer for guidance.

2.6 COMPLETION OF APPRENTICESHIP
The onus rests with the employer to initiate the formal completion of the Apprenticeship. Before submitting any documentation, employers are advised to refer to Appendix B to ensure that they follow the procedure applicable to their particular circumstances.

Completion of the Apprenticeship at the end of Stage 4 requires attainment of the Advanced Apprenticeship (AA) Completion certificate which includes the following components:

- NVQ Level 3 award in the appropriate Electrotechnical discipline
- The associated City & Guilds Certificates in Electrotechnical Technology – Levels 2 & 3 or EAL equivalents
- The associated Practical Performance Assessment Certificate (eg AM2)
- Appropriate Key Skills qualifications/certification to required Advanced Apprenticeship levels

Please note that for completion of an Advanced Apprenticeship, it is a requirement of Government that the Apprentice must attain the awards for Key Skills stipulated within the relevant industry AA framework.

2.7 HAND TOOL REPLACEMENT SCHEME
1. The Scheme only applies to apprentices registered under the 2004 Training Scheme for Electrical Installation Apprentices.
2. The object of the Scheme is to provide replacement handtools to JIB registered Apprentices when handtools have been lost as a consequence of fire and theft.
3. The tools will be provided by Edmundson Electrical and sent directly to the Apprentice’s home address by courier. The full list of tools covered is given at the end of this document.
4. The following conditions apply to all applications to the Scheme for financial assistance:
   (i) The Apprentice must be registered with the JIB and in the employment of the registering employer when the loss took place.
   (ii) In the case of theft, the loss must have been reported to the police and a police crime number obtained. In the case of fire, the appropriate authorities must have been notified.
   (iii) The application to the Scheme must be supported by the employer who must also authenticate the loss.
5. Application for replacement tools will only be considered when made on an official Application Form supplied by the JIB. The Application Form must be fully completed and signed by both the Apprentice and the employer.
6. All applications will be carefully checked by the JIB before any claim is approved. Replacement tools will be sent directly to the Apprentice. The decision of the JIB will be final.
Section 8: JIB Training Schemes

7. Application will **not** be considered if any of the following apply:
   (i) The loss occurred from any vehicle except during working hours at the place of work.
   (ii) The loss was not notified to the police or other appropriate authority within 24 hours of the discovery of the loss.
   (iii) The loss occurred outside normal working hours unless from locked premises or directly from the person of the Apprentice.

8. An Apprentice will be able to make an application to the Scheme in respect of losses suffered from the date the JIB confirms the apprenticeship registration by the issue of a Registration Card and will continue to be able to do so (subject to the Scheme not being discontinued by the National Board) until such time as the Apprentice either completes the apprenticeship (determined by the date of the Completion Diploma) or ceases to be employed as a JIB Registered Apprentice.

Note:
The List of Tools is not intended to be a definitive definition of the complete Toolkit for an Apprentice at any stage of their training. It is only to be used to define those handtools for which replacement may be provided by the Scheme.
APPRENTICE TOOL KIT

The following list of tools are those proposed to be covered by the Handtool Replacement Scheme:

1st Stage

- Heavy Duty Lockable Toolbag and Padlock
- Hammer (Claw, Ball Pein or Cross Pein)
- Club Hammer
- Insulated Combination Pliers
- Metric rule
- Cable Lock Knife
- Screwdrivers – 4", 6", 8" and flat blade
- Screwdrivers – pozidrive
- Hacksaw Frame
- Spirit Level
- Chalk line
- Footprint Adjustable Grips
- Electricians Bush King spanner
- Centre punch
- Nail punch
- Bradawl

2nd Stage onwards

- Cold Chisel
- Round File
- Keyhole Saw or Pad Saw
- Bolster Chisel
- Tenon or Uni Saw
- Spanner set
- Mole Self-grip wrench
- Light Hammer
- Square
- Small Trowel
**APPENDIX A**

**Level 2 Certificate in Electrotechnical Technology**

For the award of a Certificate, candidates must successfully complete the assessments for Units 1, 2 and 3 plus the assessments for one occupational unit.

<table>
<thead>
<tr>
<th>Core Units</th>
<th>Assessment components required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit 1</td>
<td>Working effectively and safely in an Electrotechnical environment (Stage 1) 2330-201 Multiple choice (OL)</td>
</tr>
<tr>
<td>Unit 2</td>
<td>Principles of Electrotechnology (Stage 1) 2330-202 Multiple choice (OL)</td>
</tr>
<tr>
<td>Unit 3</td>
<td>Application of Health &amp; Safety and Electrical Principles (Stage 2) 2330-203 2330-204 Multiple choice (OL) Assignment</td>
</tr>
</tbody>
</table>

**Occupational Units**

<table>
<thead>
<tr>
<th>Unit 4</th>
<th>Installation (Buildings &amp; Structures) 2330-205 2330-206 Multiple choice (OL) Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit 5</td>
<td>Electrical Maintenance 2330-207 2330-208 Multiple choice (OL) Assignment</td>
</tr>
<tr>
<td>Unit 6</td>
<td>Highway Electrical Systems 2330-209 2330-210 Multiple choice (OL) Assignment</td>
</tr>
<tr>
<td>Unit 7</td>
<td>Installing Instrumentation &amp; Associated Equipment 2330-211 2330-212 Multiple choice (OL) Assignment</td>
</tr>
<tr>
<td>Unit 8</td>
<td>Electrotechnical Panel Building 2330-213 2330-214 Multiple choice (OL) Assignment</td>
</tr>
<tr>
<td>Unit 9</td>
<td>Electrical Machine Repair and Rewind 2330-215 2330-216 Multiple choice (OL) Assignment</td>
</tr>
</tbody>
</table>
## Level 3 Certificate in Electrotechnical Technology

For the award of a Certificate, candidates must successfully complete the assessments for Unit 1 plus the assessments for one occupational unit.

<table>
<thead>
<tr>
<th>Core Unit</th>
<th>Assessment components required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit 1 Application of Health &amp; Safety and Electrical Principles (Stage 3)</td>
<td>2330-301 Written-multiple choice</td>
</tr>
</tbody>
</table>

### Occupational Units

<table>
<thead>
<tr>
<th>Unit</th>
<th>Assessment Components Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit 2</td>
<td>Installation (Building and Structures) Inspection, Testing and Commissioning</td>
</tr>
<tr>
<td></td>
<td>2330-302 Assignment</td>
</tr>
<tr>
<td>Unit 3</td>
<td>Installation (Building and Structures) Fault Diagnosis and Rectification</td>
</tr>
<tr>
<td></td>
<td>2330-303 Assignment</td>
</tr>
<tr>
<td>Unit 4</td>
<td>Electrical Maintenance Inspection, Testing and Commissioning</td>
</tr>
<tr>
<td></td>
<td>2330-304 Assignment</td>
</tr>
<tr>
<td>Unit 5</td>
<td>Electrical Maintenance Fault Diagnosis and Rectification</td>
</tr>
<tr>
<td></td>
<td>2330-305 Assignment</td>
</tr>
<tr>
<td>Unit 6</td>
<td>Instrumentation Inspection, Testing and Commissioning</td>
</tr>
<tr>
<td></td>
<td>2330-306 Assignment</td>
</tr>
<tr>
<td>Unit 7</td>
<td>Instrumentation Fault Diagnosis and Rectification</td>
</tr>
<tr>
<td></td>
<td>2330-307 Assignment</td>
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<tr>
<td>Unit 8</td>
<td>Highway Electrical Systems Inspection, Testing and Commissioning</td>
</tr>
<tr>
<td></td>
<td>2330-308 Assignment</td>
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<tr>
<td>Unit 9</td>
<td>Highway Electrical Systems Fault Diagnosis and Rectification</td>
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<tr>
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<td>2330-309 Assignment</td>
</tr>
<tr>
<td>Unit 10</td>
<td>Panel Building Inspection, Testing and Commissioning</td>
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<tr>
<td></td>
<td>2330-310 Assignment</td>
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<tr>
<td>Unit 11</td>
<td>Panel Building Fault Diagnosis and Rectification</td>
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<tr>
<td></td>
<td>2330-311 Assignment</td>
</tr>
<tr>
<td>Unit 12</td>
<td>Electrical Machine Inspection, Testing and Commissioning</td>
</tr>
<tr>
<td></td>
<td>2330-312 Assignment</td>
</tr>
<tr>
<td>Unit 13</td>
<td>Electrical Machines Repair and Rewind</td>
</tr>
<tr>
<td></td>
<td>2330-313 Assignment</td>
</tr>
</tbody>
</table>
APPENDIX B

COMPLETION PROCEDURE

Apprenticeships have a special status in law. They are deemed as a strictly one-off contract which is incapable of being renewed. Therefore completion of an apprenticeship and non-engagement of an apprentice is not deemed as a dismissal.

However employers are obliged to ensure that the apprenticeship is correctly completed and in line with the stipulated timescales set out by the JIB. Failure to do so can still lead to Unfair Dismissal claims.

1. **Continuation of the employment after the attainment of skilled status**

   Companies intending to retain the services of the apprentice following completion must complete the relevant section of the ECS/Grading Application Form.

   The

   • Advanced Level Apprenticeship Completion Certificate;
   • copy of the Level 3 NVQ Diploma in a relevant electrotechnical apprenticeship framework;
   • completed ECS application form

   must be sent to the ECS Registration Department at the JIB.

   The documentation must be sent to the JIB within 14 days of receipt of the completed ECS form to the employer by the apprentice.

   (Please note the standard fee for an ECS card is waived for registered apprentices.)

   The JIB will issue an ECS card which will be valid for three years. A Completion Diploma will also be made available online for download.

   A completed apprentice becomes entitled to the electrician’s rate of pay from the pay week following the date of grading. The JIB will electronically notify both the employer and the newly-graded electrician.

   A new Contract of Employment should be issued to mark the change of status.

   It should be noted however that as there has been no break in service, the date of commencement of employment remains unchanged. The total period of employment is regarded as continuous and must be used for the calculation of entitlements in the event of a future redundancy or dismissal with notice.

2. **Termination of the employment upon completion of apprenticeship**

   Companies **not** intending to retain the services of the apprentice following completion are required to complete the relevant section of the ECS/Grading Application Form.

   The

   • Advanced Level Apprenticeship Completion Certificate;
   • copy of the Level 3 NVQ Diploma in a relevant electrotechnical apprenticeship framework; and the
The associated Practical Performance Assessment Certificate (eg AM2)

- completed ECS application form

must be sent to the ECS Registration Department at the JIB.

The documentation must be sent to the JIB within 14 days of receipt of the completed ECS form to the employer by the apprentice.

(Please note the standard fee for an ECS card is waived for registered apprentices.)

The JIB will issue an ECS card which will be valid for three years. A Completion Diploma will also be made available online for download.

A completed apprentice becomes entitled to the electrician’s rate of pay from the pay week following the date of grading. The JIB will electronically issue this notification to both the employer and the newly-graded electrician.

To ensure that companies do not become liable for claims of Unfair Dismissal, adherence to the following procedure, which has been written in line with National Working Rule 19, is recommended:

(i) Advise the apprentice at the earliest opportunity that they will not be offered a job upon completion and confirm this in writing.

(ii) Hold a meeting with the apprentice to determine a finite date for completion of the apprenticeship and the date of termination.

The apprentice has a right to be accompanied at this meeting by a fellow employee or, if appropriate, a Union Official.

If, following the meeting, the original decision is unchanged then again, confirm this in writing.

A right of appeal against the company’s decision must be offered.

(iii) If an appeal is lodged, a further meeting should take place for this to be considered. As before, the apprentice has a right to be accompanied.

If the outcome is unchanged then, upon conclusion of the internal procedure, an application can be made to the JIB for formal completion of the apprenticeship.

The date of termination needs to take account that at least 14 days must be allowed for the administration of the completion and grading process.

Within the documentation the employer must inform the JIB of the termination/completion date. The JIB will use this date on the Completion Diploma and ECS card. It will also mark the apprentice’s last day of employment.

If, for whatever reason, the ECS Card is issued after the termination date it will not have any effect upon either the employer or the apprentice as the apprenticeship will have already been completed.
Section 8: JIB Training Schemes

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3. 2009 JIB ADULT CRAFT TRAINING SCHEME FOR ELECTRICAL GRADES

This Adult Craft Training Scheme forms part of the Career Development Structure of the JIB. It has been developed to assist adults, who have insufficient qualifications and/or practical experience to be graded as an Electrician, achieve skilled status. It should not be confused with the JIB 2004 Training Scheme for Electrotechnical Apprentices that has different entry criteria.

This route into the Industry is aimed at adult operatives currently working in an unskilled capacity, or unqualified individuals looking for a change of career, and is also aimed at partially qualified individuals who are looking to be formally qualified.

To determine the level of entry and relevant grade within the scheme the candidate will be subject to an assessment of their qualifications and practical site experience.

This scheme is not designed for individuals who are eligible for other formal apprenticeship schemes within the industry.

IMPORTANT NOTES:

This Training Scheme is progressive and requires the attainment of qualifications. Throughout the Training process, the employer must provide the relevant support and practical site experience necessary for attainment of all the qualifications, including NVQ 3. They must also carry out regular monitoring to ensure progression through the scheme remains satisfactory.

The JIB will monitor individuals to ensure they do not remain at any stage for longer than the agreed time frames. Details of the time frames relevant to each stage can be found in the appropriate section. Subject to extenuating circumstances, failure to achieve the relevant qualifications within these time frames, may result in the Traineeship being rescinded. Operatives will have a right of appeal against any decision to downgrade. The view of the employer will also be sought, prior to the appeal being considered by the appropriate JIB Committee.

Continued employment in any other capacity will be subject to the labour requirements of the Company.

Qualifications – The qualifications listed in this scheme are those most commonly found within the UK Electrotechnical sector. If a qualification is held that is not listed in this scheme, but is believed to be equivalent to provide relevant technical underpinning knowledge, the JIB should be approached for clarification of the appropriateness of the award to be used to satisfy the scheme requirements.

A SummitSkills framework completion certificate is available from SummitSkills to all candidates providing they have completed the full apprenticeship framework as listed below:

- The Certificate in Electrotechnical Technology at Level 3
- The three Key Skills: Information Technology (Level 1), Communication (Level 2) & Application of Number (Level 2)
- The NVQ Level 3 Certificate in one of the recognised SummitSkills Electrotechnical occupations
• The Practical Performance Assessment test (Achievement Measurement 2 – AM2)

The Parties to the JIB may from time to time issue revisions to this scheme to ensure that the relevant standards set by the Industry; the Sector Skills Council SummitSkills and Government, and Health & Safety requirements remain current.

Full details of the scheme are available direct from the JIB or the JIB website at www.jib.org.uk

3.1 ELIGIBILITY

Applicants must be in full time employment, but the Sponsoring Company need not be a JIB Member. The JIB National Agreement is compulsory for JIB Member Companies. For non-JIB Companies, compliance with the JIB National Agreement, which is inclusive of terms and conditions of Employment including rates of pay, hours of work etc, is considered the approved standard for the Industry (see appendix A of this Scheme and the JIB National Working Rules).

It is the responsibility of the employer to ensure that the applicant understands the specific nature of the work and has the necessary aptitude, including numeracy and literacy, to make attainment of the qualifications a realistic prospect.

This scheme is open to either gender and there will be no discrimination on the grounds of age, racial origin, nationality, creed, sexual orientation or disability – subject to the safety standards of the Industry (see below).

3.2 SAFETY STANDARDS

All applicants must be examined by a Registered Medical Practitioner to certify physical fitness, normal vision (this can be achieved by the wearing of vision corrective glasses/contact lenses) and absence of colour blindness, in order to carry out the role to the degree necessary to ensure no impediment to safe working and in accordance with disability discrimination law. Absence of colour blindness may be confirmed by production of suitable evidence from a Medical Practitioner or optician at the point of selection, testing having been undertaken using the Ishihara Test in compliance with the HSE Guidelines for Employers.

All applicants will be required to demonstrate the required level of Health & Safety awareness, either through successful completion of the ECS Health & Safety Assessment test, or by submitting evidence of a valid exemption.

3.3 ENTRY

To make an application, the operative must complete an Electrotechnical Certification Scheme form [ECS003R], obtainable direct from the JIB or via the website, www.jib.org.uk. This form must be endorsed by the employer to confirm their support and understanding of the commitment being made. See below for further details of the specific entry requirements relating to each category of applicant.

3.4 STAGES OF PROGRESSION

FOR GRADING DEFINITIONS SEE SECTION 4.
3.5 **SKILLED STATUS**
To make an application for skilled status, the operative must complete an Electrotechnical Certification Scheme form (ECS023R), obtainable direct from the JIB or via the website, [www.jib.org.uk](http://www.jib.org.uk). This form must be endorsed by the Employer, to confirm his approval to the change of status, and be supported by the relevant documentation.

3.6 **DISPUTES MECHANISM**
(a) Trainee Electricians employed under the 2009 Adult Craft Training Scheme who work for a JIB Member Company have access to the JIB’s Disputes Machinery. If a matter cannot be resolved then it can be raised through the JIB’s Disciplinary or Grievance procedures.

(b) Trainee Electricians working for Non-JIB Members do not have access to the JIB Disciplinary/Grievance procedures except in (c) below.

(c) If any Trainee Electrician (who works for either a JIB or Non-JIB member) is dissatisfied with the level of training being given then, following attempts to resolve the matter through their Company, a claim can be brought through the JIB for resolution.

If the Trainee Electrician is a member of Unite then the local Unite Regional Officer should be contacted.

3.7 **WAGES**
FOR WAGES, SEE NATIONAL WORKING RULE 6.
4. **2010 JIB ADULT CRAFT TRAINING SCHEME FOR MECHANICAL GRADES**

This Adult Craft Training Scheme forms part of the Career Development Structure of the JIB. It has been developed to assist adults, who have insufficient qualifications and/or practical experience to achieve skilled status and be graded.

This scheme covers occupational disciplines for training programmes in the following vocational training frameworks:

- **Mechanical Engineering Services**
  - Heating and Ventilating Installation
    - Industrial and Commercial
    - Domestic
    - Ductwork
  - Heating and Ventilating
    - Rectification of Systems

- **Refrigeration and Air Conditioning**
  - Commercial and Industrial Air Conditioning Systems
  - Commercial and Industrial Refrigeration Systems

This route into the Industry is aimed at existing Installers, Mates and Adult Trainees who are migrated to the JIB National Working Rules. This scheme is also open to adult operatives currently working in an unskilled capacity, or unqualified individuals looking for a change of career, or partially qualified individuals who are looking to be formally qualified. To determine the level of entry and relevant stage of progression/grade within the scheme the candidate will be subject to an assessment of their qualifications and practical site experience. This scheme is not designed for individuals who are eligible for other formal apprenticeship schemes within the industry.

**IMPORTANT NOTES:**

- This Training Scheme is progressive and requires the attainment of qualifications.
- Throughout the Training process, the employer must provide the relevant support and practical site experience necessary for attainment of all the qualifications, including NVQ 3. Employers must ensure that NVQ registration is undertaken in a timely manner, to ensure that the evidence required for the NVQ portfolio is gathered throughout the training period to enable the successful achievement of the NVQ within the time frames set out in this scheme. Employers must also carry out regular monitoring to ensure progression through the scheme remains satisfactory.
- The JIB will monitor individuals to ensure they do not remain at any stage for longer than the agreed time frames. Details of the time frames relevant to each stage can be found in the appropriate section. Subject to extenuating circumstances, failure to achieve the relevant qualifications within these time frames, may result in the Traineeship being rescinded. Operatives will have a right of appeal against any
decision to downgrade. The view of the employer will also be sought, prior to the appeal being considered by the appropriate Committee.

- Continued employment in any other capacity will be subject to the labour requirements of the Company.
- A SummitSkills framework completion certificate is available from SummitSkills to all candidates providing they have completed the advanced apprenticeship framework for their relevant occupational discipline.
- Qualifications – The qualifications applicable to this scheme are those most commonly found within UK Heating, Ventilating, Air Conditioning, Refrigeration, Piping and Domestic Engineering industry within Mechanical Engineering Services. If a qualification is held that is believed to be equivalent to provide relevant technical underpinning knowledge, the JIB should be approached for clarification of the appropriateness of the award to be used to satisfy the scheme requirements.
- The Parties to the JIB may from time to time issue revisions to this scheme to ensure that the relevant standards set by the Industry; the Sector Skills Council SummitSkills and Government, and Health & Safety requirements remain current.
- Full details of the scheme are available direct from the JIB or the website at www.jib.org.uk

4.1 ELIGIBILITY

Applicants must be in full time employment of a member company of the JIB. The JIB National Working Rules are compulsory for JIB member Companies.

It is the responsibility of the employer to ensure that the applicant understands the specific nature of the work and has the necessary aptitude, including numeracy and literacy, to make attainment of the qualifications a realistic prospect.

This scheme is open to either gender and there will be no discrimination on the grounds of age, racial origin, nationality, creed, sexual orientation or disability – subject to the safety standards of the Industry (see below).

4.2 SAFETY STANDARDS

All applicants must be examined by a Registered Medical Practitioner to certify physical fitness, normal vision (this can be achieved by the wearing of vision corrective glasses/contact lenses) and absence of colour blindness, in order to carry out the role to the degree necessary to ensure no impediment to safe working and in accordance with disability discrimination law. Absence of colour blindness may be confirmed by production of suitable evidence from a Medical Practitioner or optician at the point of selection, testing having been undertaken using the Ishihara Test in compliance with the HSE Guidelines for Employers.

All applicants will be required to demonstrate the required level of Health & Safety awareness in accordance with Industry-accepted qualification schemes.
4.3 ENTRY
To make an application, the operative must complete a registration and grading form obtainable direct from the JIB or via the website, www.jib.org.uk. The stage of progression being applied for must be indicated, and the form must be endorsed by the employer to confirm their support and understanding of the commitment being made.

See below for further details of the specific entry requirements relating to each category of applicant.

4.4 STAGES OF PROGRESSION
FOR GRADING DEFINITIONS SEE SECTION 4.

4.5 WAGES
FOR WAGES SEE NATIONAL WORKING RULE 6.
5. **JIB 2011 TRAINING SCHEME FOR ELECTROTECHNICAL AND ALLIED TRADES APPRENTICES**

**Preface**

The JIB 2011 Training Scheme for Electrotechnical and Allied Trades Apprentices (hereinafter referred to as the JIB 2011 Electrical Training Scheme) encompasses the framework of an Advanced Level Apprenticeship for Apprentices (“the apprenticeship”) following Electrical Installation and Electrical Maintenance routes as defined by SummitSkills, the Sector Skills Council for the Building Services Engineering Sector.

Level 3 NVQ Diplomas for the following Advanced Level Apprenticeship occupational pathways are currently under development within the QCF:

- Electrotechnical Panel Building
- Electrical Machine Repair and Rewind
- Installing Instrumentation and Associated Equipment

Learners commencing apprenticeships on the above three pathways should be registered with and follow the **JIB 2004 Training Scheme for Electrotechnical Apprentices**.

The JIB will issue revisions to this JIB 2011 Electrical Training Scheme to encompass those commencing upon the above three occupational pathways once the relevant QCF units become available.

Please see Appendix C for allied trades.

Additions and alterations to this Scheme shall only be made by the JIB National Board.

**[Note 1]: Important note to Training Agents (Transfer):** Unless the JIB is notified otherwise, it is anticipated that apprentices who are registered on the JIB 2004 Training Scheme for Electrotechnical Apprentices will see their apprenticeships through to completion under those existing NOF (National Qualifications Framework) arrangements as defined in the 2004 scheme. **However,** the JIB recognises that some Training Agents may choose to map learners across to the new QCF framework if they so deem. If this becomes the case, the Training Agent must notify the JIB of the apprentice’s transfer to the QCF at the time of transfer or within a timely manner thereafter, by requesting that the JIB registered apprentice is transferred from the 2004 scheme to the JIB 2011 Electrical Training Scheme.

**[Note 2]: Recognition of Prior Learning (RPL)** recognises the contribution a person’s previous experience could contribute to a qualification. RPL is allowed and is sector specific. The Awarding Bodies (City & Guilds and EAL), with the agreement of SummitSkills have identified the connections between previous attained qualifications and the new qualifications under the QCF to enable candidates that have already attained relevant qualifications to not unnecessarily repeat assessment of content they have already undertaken.

Please consult with your Training Agent for further advice on what is recognised, and the mapping across of relevant qualifications.

5.1 **TRAINING AGENTS**

The JIB 2011 Electrical Training Scheme is operated by Training Agents who must be registered with the JIB.

Applications to become a Training Agent must be made through the JIB. The JIB will hold a register of Training Agents.

In most instances the Training Agent will be JTL which is the Industry’s preferred training body.

The Training Agent can be an employer, a Training Organisation or any organisation capable of ensuring that the JIB 2011 Electrical Training Scheme is properly delivered and monitored.
Training Agents are responsible for providing an approved delivery and assessment plan that will enable full completion of the apprenticeship.

The role of the Training Agent will include:

(a) Requiring that all apprentices are registered with the JIB
(b) Ensuring and monitoring training to ensure it is carried out to the required standard
(c) Requiring that the training is provided at no cost to the apprentice
(d) Requiring that Field Evidence Records (or approved equivalents) are maintained
(e) Requiring that a mechanism by which disputes or grievances raised by the apprentice can be dealt with exists. Should disputes/grievances not be resolved through this mechanism then the apprentice will have the right to refer the matter initially through the JIB’s Disputes Procedure
(f) Liaising and providing secretarial and other support for local Training Forums.

5.2 ENTRY INTO THE INDUSTRY

All persons who wish to enter the Electrotechnical/Electrical Contracting Industry [see Note 3] must have completed their statutory education.

A selection test must be undertaken to ensure the applicant understands the specific nature of the Industry and has the necessary aptitude, including numeracy and literacy, to make completion of the apprenticeship a realistic prospect.

All applicants must be examined by a Registered Medical Practitioner to certify physical fitness, normal vision (which can be achieved by the wearing of vision corrective glasses/contact lenses) and absence of colour blindness in order to carry out the role to the degree necessary to ensure no impediment to safe working and in accordance with disability discrimination law.

With regard to colour blindness, this may be confirmed by production of suitable evidence from a Registered Medical Practitioner or optician at the point of selection testing having undertaken the Ishihara Test in compliance with the HSE Guidelines for Employers.

The JIB 2011 Electrical Training Scheme is open to either gender and there must be no discrimination on the grounds of, age, racial origin, nationality, creed, sexual orientation, or disability – subject to the safety requirements of the industry.

[Note 3] Electrotechnical/Electrical Contracting Industry embraces technical operations and projects relevant to Installling Electrotechnical Systems and Equipment; Maintaining Electrotechnical Systems and Equipment; Repairing and Assembling Electrotechnical Equipment and Machines.

Directly associated with these operations and projects are occupation areas which are specific to a particular job role, the key ones of which are Electrical installations (Buildings, Structures and the Environment); Electrotechnical Panel Building; Electrical Machine Repair and Rewind; Installing Instrumentation and Associated Equipment; Electrical Maintenance/Maintenance of Electrotechnical Systems and Equipment and Installing Highway Electrical Systems.

5.3 PRE-REGISTRATION PERIOD

A period of employment may precede the formal commencement of the apprenticeship.

Following a site safety induction, which will include Health & Safety Awareness, entrants may spend this time on site when they will be treated and paid as a Stage 1 Apprentice.

Please note that an apprentice can be registered onto the JIB 2011 Electrical Training Scheme at any time.
Apprentices working for JIB member companies will be covered for Death and Disability Benefit during this pre-registration period, providing the Company notifies the JIB immediately employment commences.

Non-member companies must provide for this entitlement through their own insurance.

The maximum hours which can be worked per week are governed by the Working Time Regulations 1998 (as amended) and, where applicable, the Young Workers Directive.

5.4 REGISTRATION OF APPRENTICES

Electronic registration must take place within 4 weeks of completion of formal registration with the Training Agent.

The Training Agent will register the apprenticeship with the JIB, providing an electronically submitted photograph of the apprentice and the appropriate registration fee.

After successful registration the apprentice will receive:

- Apprentice ECS card
- JIB Handbook (apprentices working for JIB members only)
- Unite membership form
- Inclusion in the Handtool replacement scheme
- Safe Isolation card
- ECS card upon completion

The JIB will also make an online Registration Certificate available for download.

JIB registered apprentices are entitled to Life Assurance, Accidental Death Benefit and Permanent & Total Disability Benefit.

JIB member companies meet these obligations by complying with the Industry's Benefits Scheme arrangements.

Non-JIB companies must provide the same level of cover either through their own insurance company or via insurance purchased from the JIB. For details of the current premium, please contact the JIB.

These benefits are:

- Life Assurance £7,500 (£10,000 from Monday 6th January 2014)
- Accidental Death Benefit £6,250 (From Monday 6th January 2014):
  - £10,000 in the event of death occurring as the result of an accident when travelling directly to or from work, which together with the Death Benefit of £10,000, which is payable on death from any cause, provides a total benefit of £20,000;
  - £10,000 in the event of death occurring as the result of an accident at work which together with the Death Benefit of £10,000, which is payable on death from any cause, provides a total benefit of £20,000.
- Permanent & Total Disability up to £7,500 (£10,000 from Monday 6th January 2014)

The apprentice and employer must keep the JIB advised, in writing, of any changes such as new address or employer or email address.
5.5 **EMPLOYMENT**

(a) **Terms and Conditions**

Apprentices must be provided with a statement of their main terms and conditions of employment in accordance with the Employment Rights Act 1996 or the Employment Rights (Northern Ireland) Order 1996.

For JIB member companies, apprentices registered under the JIB 2011 Electrical Training Scheme are covered by the JIB National Working Rules, including rates of pay.

The JIB National Working Rules will be considered as best practice for non-member companies.

Full details of JIB rates of pay and Travelling Time and Travel Allowances are covered within National Working Rules 6 and 11.

(b) **Other Electrotechnical Occupational Disciplines**

Apprentices not covered by Note 3 under Section 2 should refer to Appendix C.

(c) **Holidays**

(i) **Annual holiday**

During each year, apprentices are entitled to 22 days' paid annual holiday.

The apprentices' holiday year runs from 1st June to 31st May.

The pay for each week of holiday shall comply with the Working Time Regulations 1998. Factors to take into consideration when calculating a week's pay are set out in National Working Rule 13 which is contained within the JIB Handbook and on the JIB's website at www.jib.org.uk

During the first year of training the apprentice's holiday will be based on completed months of service.

All holidays will be taken at dates agreed in advance with the employer.

In the event of termination or transfer, the old employer will pay the apprentice any outstanding holiday pay.

The new employer's holiday liabilities will commence from the date the apprentice starts with the new employer. Holiday pay will be paid on a pro rata basis.

(ii) **Statutory holiday**

In addition to annual holidays, apprentices are entitled to 8 statutory holidays.

For details of statutory holidays, please refer to National Working Rule 12 which is contained within the JIB Handbook and on the JIB's website at www.jib.org.uk

(d) **Sick pay**

Apprentices will be required to comply with their employer's procedure for the notification of absence due to illness. After three waiting days they will be entitled to Statutory Sick Pay.

After the same waiting days, they will become entitled to an additional payment of £15.00 per week from their employer for an aggregate period of 12 weeks in any consecutive 12 months.
(e) Tool Kits
Apprentices are required to provide themselves with handtools and a lockable tool box. The tools must be suitable for the type of work the apprentice will be required to carry out during the various stages of training. Where practicable, the employer shall provide suitable and lockable facilities for storing tool kits.

A JIB Handtool Replacement Scheme exists to provide cover for tool kits lost due to fire or theft. Full details of eligibility and how to claim are shown in Appendix B and on the JIB website at www.jib.org.uk

(f) Disciplinary and grievance procedures
All employers are required to have disciplinary and grievance procedures in place which comply with current employment legislation.

In the absence of any disciplinary or grievance procedure, JIB National Working Rules 19 and 20 (which comply with statute) shall be deemed as the default.

All signatories to the apprenticeship and, if the apprentice is a member of Unite, the Regional Officer, must be kept informed of any instances where formal disciplinary action may be necessary.

As a final stage, all disputes or grievances arising from the operation of the JIB 2011 Electrical Training Scheme, by either JIB or non-member companies, shall be referred to the JIB for resolution within the Industry's procedures.

(g) Transfer
If either the apprentice or employer is dissatisfied with the progress of the training, an application can be made (by either party) to the Training Agent, for a transfer to be considered.

The Training Agent shall conduct a full investigation of the facts surrounding the request and any final decision to transfer to another employer can only be made with the full agreement of the current employer.

Such agreement must not be unreasonably withheld.

If either party feels a transfer is being unreasonably withheld then the matter can be referred by either party to be investigated by the JIB.

(h) Termination of the Apprenticeship
   (i) Failure to achieve the appropriate standard
The employer may terminate the apprenticeship if the apprentice is unable, due to lack of application and/or capability, to reach the standard necessary to progress.

Before such a decision is taken, the employer must involve the Training Agent, parent or guardian and, if the apprentice is a member of Unite, the Regional Officer.

The employer will be required to demonstrate that the necessary support and guidance has been provided to assist the apprentice achieve the relevant targets.

   (ii) Redundancy
In the event of a downturn in work which could result in redundancies, the employer may, with the consent of the apprentice, parent or guardian and, if the apprentice is a member of Unite, the Regional Officer, apply to the Training Agent for a transfer of the apprenticeship to be considered.
5.6 TRAINING PROGRESS

There are currently two electrotechnical pathways.

The following job titles and roles are covered in the SummitSkills Advanced Level Framework for those following Electrotechnical occupational pathways to:

- Installation Electrician
- Maintenance Electrician

To achieve one or more of these occupational disciplines, the structure of the pathways for these frameworks at Level 3 are outlined below:

PATHWAY 1 – INSTALLATION ELECTRICIAN

Pathway 1: Electrical Installation – leading to:

Qualification: Level 3 NVQ Diploma in Installing Electrotechnical Systems and Equipment (Buildings, Structures and the Environment)

Successful completion of the above framework entitles the candidate to:

Job title/Occupational discipline: Installation Electrician

Job role: Completes the installation, inspection, testing and commissioning of electrical systems, devices, appliances and equipment in domestic, industrial, commercial, leisure and agricultural buildings, structures and environments.

JIB Grade: Electrician

Career Progression: Subject to meeting the requirements of the grading definitions, the Electrician can then progress to the grade of Approved Electrician and so on, as defined in section 4 of the JIB Handbook.

PATHWAY 2 – MAINTENANCE ELECTRICIAN

Pathway 2: Electrical Maintenance – leading to:

Qualification: Level 3 NVQ Diploma in Electrotechnical Services (Electrical Maintenance)

Successful completion of the above framework entitles the candidate to:

Job title/Occupational discipline: Maintenance Electrician

Job role: Maintaining, servicing and repairing electrical and electronic systems in commercial, leisure, industrial and agricultural buildings, structures and the environment. This may include office blocks, leisure complexes, shopping centres or automated production systems.

JIB Grade: Maintenance Electrician

Progression: Subject to meeting the requirements of the grading definitions, the Maintenance Electrician can then progress to the grade of Approved Maintenance Electrician and so on, as defined in section 4 of the JIB Handbook.
(a) **Stages of apprenticeship**

Progression through the different stages of the JIB 2011 Electrical Training Scheme is based purely on achievement, not age (see (d)).

Best endeavours will be used to ensure the apprenticeship is completed within a 4 year period.

(b) **Qualifications**

The qualifications that are required to be attained within the JIB 2011 Electrical Training Scheme are based on National Occupational Standards developed by the Building Services Engineering Sector Skills Council (SummitSkills).

These qualifications require the attainment of technical theory and a demonstration of occupational competence to achieve.

In the electrotechnical Industry, the minimum requirement for skilled status has been agreed as a full framework at Level 3 NVQ Diploma in the appropriate electrotechnical discipline.

The National Occupational Standards identify the various tasks a competent qualified operative working in a specific occupation will be required to undertake, and provides the measure against which competence to carry out this work can be judged.

Apprentices will be required to produce a portfolio for assessment against these standards and undertake an Assessment of Occupational Competence (AOC).

It is essential that these portfolios are accurately completed by the apprentice, and kept up to date. To assist in this process sufficient support and guidance from both the employer and Training Agent is crucial.

(c) **Attendance at Classes**

**Apprentices registered before Monday 7th January 2013**

All apprentices will be required to attend college, or any other approved training establishment, as specified by the Training Agent. By the contractual agreement to train, the employer must allow the apprentice to attend college at the designated times in order to complete the off-the-job vocational education and training elements required to complete the apprenticeship.

For each college/training day the employer will pay the apprentice a normal working day’s pay plus the actual fares incurred and, where not recoverable from other sources, the employer will meet any fees applicable.

**Apprentices registered on or after Monday 7th January 2013**

All apprentices will be required to attend college, or any other approved training establishment, as specified by the Training Agent. By the contractual agreement to train, the employer must allow the apprentice to attend college at the designated times in order to complete the off-the-job vocational education and training elements required to complete the apprenticeship.

For each college/training day the employer will pay the apprentice a normal working day’s pay at the At College rate of pay plus the actual fares incurred and, where not recoverable from other sources, the employer will meet any fees applicable.
(d) **Advancement**

Please note that advancement is linked to both service AND attainment of qualifications. There are various targets within each stage of the apprenticeship which must be achieved before advancement to the next stage can occur.

Throughout the apprenticeship it is important that continuous consultation takes place between the employer and the Training Agent. This process will monitor learning and competence progression and identify any shortfalls at the earliest possible opportunity.

In September of each year, the **employer must** review the progress of their apprentices to establish whether they have achieved the training targets defined in their Individual Learning Plan.

**Apprentices who do not meet their annual training targets will remain at their current stage for a further period of six months when the situation will be reviewed. Failure to progress may result in termination of the apprenticeship but only after the process outlined under 2.5 (h) has been exhausted.**

Once the employer is satisfied that the targets have been met – guidance on this can be obtained from the Training Agent – they must advance the apprentice to the next stage.

The enhanced hourly rate will be paid from the following pay week.

In the latter stage of the apprenticeship, the SummitSkills approved AOC will be taken. This unit (commonly known as the AM2) is the final unit to be taken and must be assessed at an approved NET (National Electrotechnical Training) centre.

*For more information about the AM2 and location of test centres visit www.netservices.org.uk*

The apprentice is entitled to a second attempt at the AOC. If this is also unsuccessful, the Training Agreement may be terminated.

(e) **Appeals**

Apprentices who believe they are eligible for advancement and consider this is being unreasonably withheld have a right of appeal to the JIB. However, this should be regarded as a final stage and before taking this course of action, every attempt must be made by the apprentice to resolve the issue with their employer through, if necessary, the company’s grievance machinery.

Apprentices who are members of Unite should contact their Regional Officer for guidance.

5.7 **COMPLETION OF APPRENTICESHIP**

The onus rests with the **employer** to initiate the formal completion of the apprenticeship (see Appendix A).

Completion of the apprenticeship at the end of Stage 4 requires attainment of the Advanced Level Apprenticeship Completion Certificate which includes the following components:

- Level 3 NVQ Diploma in the appropriate Electrotechnical discipline
- Appropriate Functional Skills qualification

Please note that for completion of an apprenticeship, it is a requirement of Government that the apprentice must attain the awards for Functional Skills stipulated within the relevant industry apprenticeship framework.
APPENDIX A

COMPLETION PROCEDURE

Apprenticeships have a special status in law. They are deemed as a strictly one-off contract which is incapable of being renewed. Therefore completion of an apprenticeship and non-engagement of an apprentice is not deemed as a dismissal.

However employers are obliged to ensure that the apprenticeship is correctly completed and in line with the stipulated timescales set out by the JIB. Failure to do so can still lead to Unfair Dismissal claims.

1. Continuation of the employment after the attainment of skilled status

Companies intending to retain the services of the apprentice following completion must complete the relevant section of the ECS/Grading Application Form.

The

- Advanced Level Apprenticeship Completion Certificate;
- copy of the Level 3 NVQ Diploma in a relevant electrotechnical apprenticeship framework; and the
- completed ECS application form

must be sent to the ECS Registration Department at the JIB.

The documentation must be sent to the JIB within 14 days of receipt of the completed ECS form to the employer by the apprentice.

(Please note the standard fee for an ECS card is waived for registered apprentices.)

The JIB will issue an ECS card which will be valid for three years. A Completion Diploma will also be made available online for download.

A completed apprentice becomes entitled to the electrician’s rate of pay from the pay week following the date of grading. The JIB will electronically notify both the employer and the newly-graded electrician.

A new Contract of Employment should be issued to mark the change of status.

It should be noted however that as there has been no break in service, the date of commencement of employment remains unchanged. The total period of employment is regarded as continuous and must be used for the calculation of entitlements in the event of a future redundancy or dismissal with notice.

2. Termination of the employment upon completion of apprenticeship

Companies not intending to retain the services of the apprentice following completion are required to complete the relevant section of the ECS/Grading Application Form.

The

- Advanced Level Apprenticeship Completion Certificate;
- copy of the Level 3 NVQ Diploma in a relevant electrotechnical apprenticeship framework; and
The associated Practical Performance Assessment Certificate (eg AM2)

- completed ECS application form
  must be sent to the ECS Registration Department at the JIB.
The documentation must be sent to the JIB within 14 days of receipt of the completed ECS form to the employer by the apprentice.
(Please note the standard fee for an ECS card is waived for registered apprentices.)
The JIB will issue an ECS card which will be valid for three years. A Completion Diploma will also be made available online for download.
A completed apprentice becomes entitled to the electrician’s rate of pay from the pay week following the date of grading. The JIB will electronically issue this notification to both the employer and the newly-graded electrician.
To ensure that companies do not become liable for claims of Unfair Dismissal, adherence to the following procedure, which has been written in line with National Working Rule 19, is recommended:
(i) Advise the apprentice at the earliest opportunity that they will not be offered a job upon completion and confirm this in writing.
(ii) Hold a meeting with the apprentice to determine a finite date for completion of the apprenticeship and the date of termination.
The apprentice has a right to be accompanied at this meeting by a fellow employee or, if appropriate, a Union Official.
If, following the meeting, the original decision is unchanged then again, confirm this in writing.
A right of appeal against the company’s decision must be offered.
(iii) If an appeal is lodged, a further meeting should take place for this to be considered. As before, the apprentice has a right to be accompanied.
If the outcome is unchanged then, upon conclusion of the internal procedure, an application can be made to the JIB for formal completion of the apprenticeship.
The date of termination needs to take account that at least 14 days must be allowed for the administration of the completion and grading process.
Within the documentation the employer must inform the JIB of the termination/completion date. The JIB will use this date on the Completion Diploma and ECS card. It will also mark the apprentice’s last day of employment.
If, for whatever reason, the ECS Card is issued after the termination date it will not have any effect upon either the employer or the apprentice as the apprenticeship will have already been completed.
APPENDIX B

HANDTOOL REPLACEMENT SCHEME

1. The Handtool Replacement Scheme ("the Scheme") only applies to apprentices registered under the 2004 and 2011 Training Schemes.

2. The object of the Scheme is to provide replacement handtools to JIB registered apprentices when handtools have been lost as a consequence of fire and theft.

3. The tools will be provided by Edmundson Electrical and sent directly to the apprentice's home address by courier. The full list of tools covered is given at the end of this document.

   The following conditions apply to all applications to the Scheme for financial assistance:

   (i) The apprentice must be registered with the JIB and in the employment of the registering employer when the loss took place.

   (ii) In the case of theft, the loss must have been reported to the police and a police crime number obtained. In the case of fire, the appropriate authorities must have been notified.

   (iii) The application to the Scheme must be supported by the employer who must also authenticate the loss.

5. Application for replacement tools will only be considered when made on an official Application Form supplied by the JIB. The Application Form must be fully completed and signed by both the apprentice and the employer.

6. All applications will be carefully checked by the JIB before any claim is approved. Replacement tools will be sent directly to the apprentice. The decision of the JIB will be final.

7. Applications will not be considered if any of the following apply:

   (i) The loss occurred from any vehicle except during working hours at the place of work.

   (ii) The loss was not notified to the police or other appropriate authority within 24 hours of the discovery of the loss.

   (iii) The loss occurred outside normal working hours unless from locked premises or directly from the person of the apprentice.

8. An apprentice will be able to make an application to the Scheme in respect of losses suffered from the date the JIB confirms the apprenticeship registration by the issue of an apprentice ECS Card and will continue to be able to do so (subject to the Scheme not being discontinued by the National Board) until such time as the apprentice either completes the apprenticeship (determined by the date of the Completion Diploma) or ceases to be employed as a JIB registered apprentice.
Note:

The list of tools is not intended to be a definitive definition of the complete toolkit for an apprentice at any stage of their training. It is only to be used to define those handtools for which replacement may be provided by the Scheme.

The following list of tools are those proposed to be covered by the Handtool Replacement Scheme:

1st Stage
- Heavy Duty Lockable Toolbag and Padlock
- Hammer (Claw, Ball Pein or Cross Pein)
- Club Hammer
- Insulated Combination Pliers
- Metric rule
- Cable Lock Knife
- Screwdrivers – 4”, 6”, 8” and flat blade
- Screwdrivers – pozidrive
- Hacksaw Frame
- Spirit Level
- Chalk line
- Footprint Adjustable Grips
- Electricians Bush King spanner
- Centre punch
- Nail punch
- Bradawl

2nd Stage onwards
- Cold Chisel
- Round File
- Keyhole Saw or Pad Saw
- Bolster Chisel
- Tenon or Uni Saw
- Spanner set
- Mole Self-grip wrench
- Light Hammer
- Square
- Small Trowel
APPENDIX C

ALLIED Trades

1. **Core Contracting Disciplines**
   
   In addition to the Advanced Level Apprenticeship Frameworks for the occupational pathways leading to the main JIB graded trades of:
   
   - Electrician
   - Maintenance Electrician
   - Panel Builder
   - Electrical Winder
   - Instrument Electrician
   - Highway Lighting Electrician
   - Advanced Datacomms Specialist
   
   persons becoming Advanced Level Apprentices following full Level 3 Vocational Qualifications leading to the other recognised JIB grades, as defined under Section 4 of the JIB Handbook being:
   
   - Electrical Fitter
   - Electrician (Marine)
   - Instrument Pipefitter
   - Radio/Television Electrician
   - Refrigeration Operative (Electrical)
   - Service Fitter
   - Telecommunication Fitter
   - Wireman
   
   may be included in this Scheme. The appropriate trade, vocational and technical qualifications and achievement standards will be agreed, and the appropriate apprenticeship pathway as listed above leading to the relevant occupational discipline will be endorsed on the ECS card upon completion of the apprenticeship.

   It is a requirement of the JIB that the apprentice must follow the full Advanced Level Apprenticeship Framework as laid down by the recognised Sector Skills Council (SSC)* for the occupational discipline or Standards Setting Body (SSB) for their chosen occupational pathway.

   Upon successful completion of the apprenticeship, along with the endorsement of the applicable Occupational Discipline on the ECS card (see JIB Handbook, Section 10, ECS Disciplines), where applicable, a recognised JIB Grade will also be awarded as defined in Section 4 of the JIB Handbook.

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*The ECITB (Engineering Construction Industry Training Board) is a Standards Setting Body (SSB).
2. **ECS Disciplines**

   The ECS includes:
   - Core Contracting Disciplines – as defined in 1 above.
   - Structured Cabling (Datacomms)
   - Structured Cabling (Power Supply and Transmission) (Cabling)
   - Structured Cabling (Power Supply and Transmission) (Jointing)
   - Emergency and Security Systems
   - Fire Detection and Alarm Systems
   - Highway Electrical
   - Building Management Systems and Controls
   - ECS Related Disciplines

   Apprentices following Advanced Level Apprenticeship Frameworks in such allied and related fields may upon application by the employer and Training Agent, be included in this scheme, subject to the approval and guidance of the JIB.

3. **Engineering Maintenance**

   The JIB National Board has given approval for Engineering Maintenance apprentices, who are following a full Level 3 NVQ Diploma in Engineering Maintenance via an electrical biased Semta Advanced Level Apprenticeship framework, to be authorised for registration with the JIB as recognised and registered apprentices.

   **Semta**, the Sector Skills Council for science, engineering and manufacturing technologies in the UK, provide the Advanced Level Apprenticeship Framework in Engineering Maintenance, the full final outcome qualification being:

   **Level 3 NVQ Diploma in Engineering Maintenance (QCF)**

   This framework laid down by Semta divides into a number of specific occupational pathways. The electrical biased occupational pathways eligible for registration within the JIB 2011 Electrical Training Scheme are:

   - Engineering Maintenance – Electrical
   - Engineering Maintenance – Engineered Systems
   - Engineering Maintenance – Service Maintenance
   - Engineering Maintenance – Servicing Medical Equipment

   Following registration as per section 4, the apprentice shall be issued with an apprentice ECS Card, denoting the relevant electrical biased occupational pathway as defined above.

   Upon successful completion of the apprenticeship, the completion procedure shall be activated within 14 working days (see Appendix A). An ECS card shall be issued and be endorsed with the relevant occupational discipline of Engineering Maintenance Technician showing the pathway followed, as defined below:

   - Engineering Maintenance Technician (Electrical)
   - Engineering Maintenance Technician (Engineered Systems)
• Engineering Maintenance Technician (Service Maintenance)
• Engineering Maintenance Technician (Servicing Medical Equipment)

(Note: The term Technician in this context denotes the occupational discipline and should not be confused with the JIB grading definition of a Technician which relates to pay scales under the JIB National Working Rules).

4. Other Electrotechnical Occupations – Terms and Conditions

Apprentices engaged under the other occupations covered by the JIB Training Schemes will be subject to the appropriate terms and conditions applicable to their industry.

Examples: Agenda for Change in the NHS and the Joint Negotiating Committee (JNC) for Local Authority Craft and Associated Employees are all examples of applicable collective agreements with Unite the Union in those allied industries and sectors.

As well as such National Agreements, there are many local and site level collective agreements operated within individual organisations and companies.

In the absence of such arrangements or collective agreements in the workplace, statutory requirements on wages, holidays and other employment standards must be followed.

However, in such circumstances the JIB strongly recommends that the rates of pay and associated terms and conditions outlined in this scheme, as revised from time to time by the parties, are followed as they represent best practice to be utilised in the responsible employment of apprentices.
6. JIB 2011 TRAINING SCHEME FOR MECHANICAL ENGINEERING SERVICES APPRENTICES

Preface
The JIB 2011 Training Scheme for Mechanical Engineering Services Apprentices (hereinafter referred to as the JIB 2011 Mechanical Training Scheme) encompasses the framework of an Advanced Level Apprenticeship for Apprentices (“the apprenticeship”) following Mechanical Engineering Services (MES) routes in the occupational fields of Heating, Ventilation, Air Conditioning and Refrigeration, as defined by SummitSkills, the Sector Skills Council for the Building Services Engineering Sector. The routes covered by this JIB 2011 Mechanical Training Scheme include:

• Heating & Ventilating – Ductwork Installation
• Heating & Ventilating – Engineering
• Heating & Ventilating – Welding
• Heating & Ventilating – Service and Maintenance (tbc.)
• Domestic Heating
• Refrigeration – Installing and Commissioning
• Refrigeration – Service and Maintenance
• Air Conditioning and Heat Pump Systems – Installing and Commissioning
• Air Conditioning and Heat Pump Systems – Service and Maintenance

Additions and alterations to this Scheme shall only be made by the JIB National Board.

6.1 TRAINING AGENTS
The JIB 2011 Mechanical Training Scheme is operated by Training Agents who must be registered with the JIB. Applications to become a Training Agent must be made through the JIB. The JIB will hold a register of Training Agents.

In most instances the Training Agent will be JTL which is the Industry’s preferred training body.

The Training Agent can be an employer, a Training Organisation or any organisation capable of ensuring that the JIB 2011 Mechanical Training Scheme is properly delivered and monitored. Training Agents are responsible for providing an approved delivery and assessment plan that will enable full completion of the apprenticeship.

The role of the Training Agent will include:

(a) Requiring that all apprentices are registered with the JIB
(b) Ensuring and monitoring training to ensure it is carried out to the required standard
(c) Requiring that the training is provided at no cost to the apprentice
(d) Requiring that Field Evidence Records (or approved equivalents) are maintained
(e) Requiring that a mechanism by which disputes or grievances raised by the apprentice can be dealt with exists. Should disputes/grievances not be resolved through this mechanism then the apprentice will have the right to refer the matter initially through the JIB’s Disputes Procedure
(f) Liaising and providing secretarial and other support for local Training Forums.
6.2 ENTRY INTO THE INDUSTRY
All persons who wish to enter the MES [see Note 1] within the Building Services Engineering Industry must have completed their statutory education.

A selection test must be undertaken to ensure the applicant understands the specific nature of the Industry and has the necessary aptitude, including numeracy and literacy, to make completion of the apprenticeship a realistic prospect.

All applicants must be examined by a Registered Medical Practitioner to certify physical fitness, normal vision (this can be achieved by the wearing of vision corrective glasses/contact lenses) and absence of colour blindness in order to carry out the role to the degree necessary to ensure no impediment to safe working and in accordance with disability discrimination law.

With regard to colour blindness, this may be confirmed by production of suitable evidence from a Registered Medical Practitioner or optician at the point of selection testing having undertaken the Ishihara Test in compliance with the HSE Guidelines for Employers.

The JIB 2011 Mechanical Training Scheme is open to either gender and there must be no discrimination on the grounds of, age, racial origin, nationality, creed, sexual orientation, or disability – subject to the safety requirements of the industry.

[Note 1] The Mechanical Engineering Services (MES) industry within the Building Services Engineering sector embraces technical operations and projects relevant to, installing, commissioning, servicing, repairing and maintaining all forms of piping, gas installations, plastic pipework, boilers including oil fired installations, dry and wet risers, sprinkler systems and deluge systems, heated ceilings, ductwork installation, associated thermal insulation, and associated Environmental Technologies.

6.3 PRE-REGISTRATION PERIOD
A period of employment may precede the formal commencement of the apprenticeship.

Following a site safety induction, which will include Health & Safety Awareness, entrants may spend this time on site when they will be treated and paid as a Stage 1 Apprentice.

Please note that an apprentice can be registered onto the JIB 2011 Mechanical Training Scheme at any time.

Apprentices working for JIB member companies will be covered for Death and Disability Benefit during this pre-registration period, providing the Company notifies the JIB immediately employment commences.

Non-member companies must provide for this entitlement through their own insurance.

The maximum hours which can be worked per week are governed by the Working Time Regulations 1998 (as amended) and, where applicable, the Young Workers Directive.

6.4 REGISTRATION OF APPRENTICES
Electronic registration must take place within 4 weeks of completion of formal registration with the Training Agent.

The Training Agent will register the apprenticeship with the JIB, providing an electronically submitted photograph of the apprentice and the appropriate registration fee.

After successful registration the apprentice will receive:

• JIB Apprentice ECS Card
- JIB Handbook (apprentices working for JIB members only)
- Unite membership form
- Inclusion in the Handtool Replacement Scheme
- Safe Isolation card (Refrigeration and Maintenance apprentices only)
- ECS card upon completion

The JIB will also make an online Registration Certificate available for download.

JIB registered apprentices are entitled to Life Assurance, Accidental Death Benefit and Permanent & Total Disability benefit.

JIB members meet these obligations by complying with the Industry’s Benefits Scheme arrangements.

Non-JIB companies must provide the same level of cover either through their own insurance company or via insurance purchased from the JIB. For details of the current premium, please contact the JIB.

These benefits are:

Life Assurance £7,500 (£10,000 from Monday 6th January 2014)
Accidental Death Benefit £6,250 (From Monday 6th January 2014:
(i) £10,000 in the event of death occurring as the result of an accident when travelling directly to or from work, which together with the Death Benefit of £10,000, which is payable on death from any cause, provides a total benefit of £20,000;
(ii) £10,000 in the event of death occurring as the result of an accident at work which together with the Death Benefit of £10,000, which is payable on death from any cause, provides a total benefit of £20,000).

Permanent & Total Disability up to £7,500 (£10,000 from Monday 6th January 2014)

The apprentice and employer must keep the JIB advised, in writing, of any changes such as new address or employer or email address.

6.5 EMPLOYMENT

(a) Terms and Conditions

Apprentices must be provided with a statement of their main terms and conditions of employment in accordance with the Employment Rights Act 1996 or the Employment Rights (Northern Ireland) Order 1996.

For JIB members, apprentices registered under the JIB 2011 Mechanical Training Scheme are covered by the JIB National Working Rules, including rates of pay.

The JIB National Working Rules will be considered as best practice for non-member companies.

Full details of JIB rates of pay and Travelling Time and Travel Allowances are covered within National Working Rules 6 and 11 which are contained within the JIB Handbook and on the JIB’s website at www.jib.org.uk
(b) **Holidays**

(i) **Annual holiday**

During each year, apprentices are entitled to 22 days' paid annual holiday. The apprentices' holiday year runs from 1st June to 31st May.

The pay for each week of holiday shall comply with the Working Time Regulations 1998. Factors to take into consideration when calculating a week's pay are set out in National Working Rule 13 which is contained within the JIB Handbook and on the JIB's website at www.jib.org.uk

During the first year of training the apprentice's holiday will be based on completed months of service.

All holidays will be taken at dates agreed in advance with the employer.

In the event of termination or transfer, the old employer will pay the apprentice any outstanding holiday pay.

The new employer's holiday liabilities will commence from the date the apprentice starts with the new employer. Holiday pay will be paid on a pro rata basis.

(ii) **Statutory holiday**

In addition to annual holidays, apprentices are entitled to 8 statutory holidays.

For details of statutory holidays, please refer to National Working Rule 12 which is contained within the JIB Handbook and on the JIB's website at www.jib.org.uk

(c) **Sick pay**

Apprentices will be required to comply with their employer's procedure for the notification of absence due to illness. After three waiting days they will be entitled to Statutory Sick Pay.

After the same waiting days, they will become entitled to an additional payment of £15.00 per week from their employer for an aggregate period of 12 weeks in any consecutive 12 months.

(d) **Tool Kits**

The apprentice will be required to provide a

- a quality tape measure
- a small spirit level

The employer will provide all other tools.

For the avoidance of doubt the JIB Handtool Replacement Scheme will NOT apply to mechanical apprentices.

(e) **Disciplinary and grievance procedures**

All employers are required to have disciplinary and grievance procedures in place which comply with current employment legislation.

In the absence of any disciplinary or grievance procedure, JIB National Working Rules 19 and 20 (which comply with statute) shall be deemed as the default.

All signatories to the apprenticeship and, if the apprentice is a member of Unite, the Regional Officer, must be kept informed of any instances where formal disciplinary action may be necessary.
As a final stage, all disputes or grievances arising from the operation of the JIB 2011 Mechanical Training Scheme, by either JIB or non-member companies, shall be referred to the JIB for resolution within the Industry's procedures.

(f) Transfer
If either the apprentice or employer is dissatisfied with the progress of the training, an application can be made (by either party) to the Training Agent, for a transfer to be considered.

The Training Agent shall conduct a full investigation of the facts surrounding the request and any final decision to transfer to another employer can only be made with the full agreement of the current employer.

Such agreement must not be unreasonably withheld.

If either party feels a transfer is being unreasonably withheld then the matter can be referred by either party to be investigated by the JIB.

(g) Termination of the Apprenticeship

(i) Failure to achieve the appropriate standard
The employer may terminate the apprenticeship if the apprentice is unable, due to lack of application and/or capability, to reach the standard necessary to progress.

Before such a decision is taken, the employer must involve the Training Agent, parent or guardian and, if the apprentice is a member of Unite, the Regional Officer.

The employer will be required to demonstrate that the necessary support and guidance has been provided to assist the apprentice achieve the relevant targets.

(ii) Redundancy

In the event of a downturn in work which could result in redundancies, the employer may, with the consent of the apprentice, parent or guardian and, if the apprentice is a member of Unite, the Regional Officer, apply to the Training Agent for a transfer of the apprenticeship to be considered.

The Training Agent will make all reasonable endeavours to arrange a transfer – full details of which must be recorded – but this cannot be guaranteed.

Until such time as a transfer has been arranged and recorded with the JIB, the original employer remains liable for all the obligations of the apprenticeship, including wages.

Only in the event that an alternative employer cannot be found, may the apprenticeship be terminated on the grounds of redundancy.

6.6 TRAINING PROGRESS

(a) Stages of apprenticeship

There are currently pathways leading into:
Heating & Ventilating (Appendix C)
Domestic Heating (Appendix D) and
Refrigeration and Air Conditioning (Appendix E).

Progression through the different stages of the 2011 Mechanical Training Scheme is based purely on achievement, not age (see (d)).

Best endeavours will be used to ensure the apprenticeship is completed within a 4 year period.
(b) Qualifications

The qualifications that are required to be attained within the 2011 JIB Mechanical Training Scheme are based on National Occupational Standards developed by the Building Services Engineering Sector Skills Council (SummitSkills) for the MES Industry.

The minimum requirement for apprentices to attain skilled status has been agreed by the parties to the JIB as a full Level 3 Advanced Level Apprenticeship Framework.

The National Occupational Standards identify the various tasks a competent qualified operative working in a specific occupation will be required to undertake, and provide the measure against which competence to carry out this work can be judged.

Apprentices will be required to demonstrate their competence through building a portfolio for assessment against these standards using various forms of recorded evidence. It is essential that these portfolios are accurately completed by the apprentice, and kept up to date. To assist in this process sufficient support and guidance from both the employer and Training Agent is crucial.

(c) Attendance at Classes

Apprentices registered before Monday 7th January 2013

All apprentices will be required to attend college, or any other approved training establishment, as specified by the Training Agent. By the contractual agreement to train, the employer must allow the apprentice to attend college at the designated times in order to complete the off-the-job vocational education and training elements required to complete the apprenticeship.

For each college/training day the employer will pay the apprentice a normal working day’s pay plus the actual fares incurred and, where not recoverable from other sources, the employer will meet any fees applicable.

Apprentices registered on or after Monday 7th January 2013

All apprentices will be required to attend college, or any other approved training establishment, as specified by the Training Agent. By the contractual agreement to train, the employer must allow the apprentice to attend college at the designated times in order to complete the off-the-job vocational education and training elements required to complete the apprenticeship.

For each college/training day the employer will pay the apprentice a normal working day’s pay at the College rate of pay plus the actual fares incurred and, where not recoverable from other sources, the employer will meet any fees applicable.

(d) Advancement

Please note that advancement is linked to both service AND attainment of qualifications. There are various targets within each stage of the apprenticeship which must be achieved before advancement to the next stage can occur.

Throughout the apprenticeship it is important that continuous consultation takes place between the employer and the Training Agent. This process will monitor learning and competence progression and identify any shortfalls at the earliest possible opportunity.

In September of each year, the employer must review the progress of their apprentices to establish whether they have achieved the training targets defined in their Individual Learning Plan.
Apprentices who do not meet their annual training targets will remain at their current stage for a further period of six months when the situation will be reviewed. Failure to progress may result in termination of the apprenticeship but only after the process outlined under paragraph 5 (g) has been exhausted.

Once the employer is satisfied that the targets have been met – guidance on this can be obtained from the Training Agent – they must advance the apprentice to the next stage.

The enhanced hourly rate will be paid from the following pay week.

(c) Appeals

Apprentices who believe they are eligible for advancement and consider this is being unreasonably withheld have a right of appeal to the JIB.

However, this should be regarded as a final stage and before taking this course of action, every attempt must be made by the apprentice to resolve the issue with their employer through, if necessary, the company’s grievance machinery.

Apprentices who are members of Unite should contact their Regional Officer for guidance.

6.7 COMPLETION OF APPRENTICESHIP

The onus rests with the employer to initiate the formal completion of the apprenticeship (see Appendix D).

Completion of the apprenticeship at the end of Stage 4 requires attainment of the Advanced Level Apprenticeship Completion Certificate which includes the following components:

- Level 3 NVQ Diploma in the appropriate Mechanical Engineering Services discipline
- Appropriate Functional Skills qualification

Please note that for completion of an apprenticeship, it is a requirement of Government that the apprentice must attain the awards for Functional Skills stipulated within the relevant industry apprenticeship framework.
APPENDIX A

Advanced Level Apprenticeships in Heating & Ventilating (H&V) Systems (QCF – Qualifications and Credit Framework)

The following job titles and roles are covered in the SummitSkills Advanced Level Framework for those following Heating and Ventilating occupational pathways to:

- H&V Ductwork Installer
- H&V Engineer
- H&V Welder
- H&V Service and Maintenance Engineer

To achieve one or more of these occupational disciplines, the structure of the pathways for this framework at level 3 are outlined below:

PATHWAY 1 – HEATING & VENTILATING DUCTWORK INSTALLER

Pathway 1: Installing and Pre-commissioning Industrial and Commercial H&V Ductwork Systems – leading to:

Qualification: Level 3 NVQ Diploma in Heating & Ventilating – Ductwork Installation

Successful completion of the above framework entitles the candidate to:


Job role: Completes and oversees the installation, assembly, fitting, testing, pre-commissioning and de-commissioning of ductwork systems.

JIB Grade: Craftsperson.

Progression: Subject to meeting the requirements of the grading definitions, the Craftsperson can then progress to the grade of Advanced Craftsperson and so on, as defined under the grading definitions within section 4 of the JIB Handbook.

PATHWAY 2 – HEATING & VENTILATING ENGINEER

Pathway 2: Installing and Pre-commissioning Industrial and Commercial H&V Pipework Systems – leading to:

Qualification: Level 3 NVQ Diploma in Heating & Ventilating – Industrial and Commercial Including optional pathway P1

Knowledge unit from P1: Understand industrial and commercial H&V maintenance techniques

Competence unit from P1: Maintain industrial and commercial H&V systems

Successful completion of the above framework entitles the candidate to:

Job title/Occupational discipline: Heating & Ventilating Engineer.

Job role: Completes and oversees the installation, testing, pre-commissioning and maintenance of industrial and commercial H&V systems including hot water, cold water, heating, fire protection and compressed air systems.

JIB Grade: Craftsperson.
Progression: Subject to meeting the requirements of the grading definitions, the Craftsperson can then progress to the grade of Advanced Craftsperson and so on, as defined under the grading definitions within section 4 of the JIB Handbook.

Or:

HEATING & VENTILATING WELDER

Pathway 2: Installing and Pre-commissioning Industrial and Commercial H&V Pipework Systems – leading to:

Qualification: Level 3 NVQ Diploma in Heating & Ventilating – Industrial and Commercial Including optional pathways P2 (oxy-acetylene) and/or P3 (metal arc):

Optional pathway P2

Knowledge unit from P2: Understand industrial and commercial oxy-acetylene pipe jointing techniques.

Competence unit from P2: Perform industrial and commercial oxy-acetylene pipe jointing techniques.

Optional pathway P3

Knowledge unit from P3: Understand industrial and commercial manual metal arc pipe jointing techniques.

Competence unit from P3: Perform industrial and commercial manual metal arc pipe jointing techniques.

Successful completion of the above framework entitles the candidate to:

Job title/Occupational discipline: Heating & Ventilating Welder – H&V Welder (oxy-acetylene) and/or H&V Welder (metal arc).

Job role: Completes and oversees the installation, fabrication, welding and specialist jointing of industrial and commercial H&V pipework systems.

JIB Grade: Craftsperson

Progression: Subject to meeting the requirements of the grading definitions, the Craftsperson can then progress to the grade of Advanced Craftsperson and so on, as defined under the grading definitions within section 4 of the JIB Handbook.

PATHWAY 3 – HEATING & VENTILATING SERVICE AND MAINTENANCE ENGINEER

Pathway 3: Servicing and Maintaining H&V Systems – leading to:


Successful completion of the above framework entitles the candidate to:


Job role: Completes and oversees the servicing and maintenance, fault-finding, repairs, rectification and modification of complex H&V systems, components, pipework and appliances.

JIB Grade: Craftsperson

Progression: Subject to meeting the requirements of the grading definitions, the Craftsperson can then progress to the grade of Advanced Craftsperson and so on, as defined under the grading definitions within section 4 of the JIB Handbook.
APPENDIX B

Advanced Level Apprenticeships in Domestic Heating (QCF – Qualifications and Credit Framework)

The following job titles and roles are covered in the SummitSkills Advanced Level Framework for those following Domestic Heating occupational pathways to:

- Advanced Domestic Heating Installer (Domestic oil firing pressure jet appliances)
- Advanced Domestic Heating Installer (Domestic oil firing vaporising appliances)
- Advanced Domestic Heating Installer (Solid mineral fuel burning appliances)
- Advanced Domestic Heating Installer (Biomass fuel burning appliances)
- Advanced Domestic Heating Installer (Solar thermal hot water systems)
- Advanced Domestic Heating Installer (Heat pump systems – non-refrigerant circuits)
- Advanced Domestic Heating Installer (Gas-Fired Warm Air Appliances)
- Advanced Domestic Heating Installer (Gas-Fired Water and Central Heating Appliances)

Via one of the following pathways:

- Pathway 1: Domestic Heating (Oil-Fired, Solid Fuel or Environmental Options)
- Pathway 2: Domestic Heating (Gas-Fired Warm Air Appliances)
- Pathway 3: Domestic Heating (Gas-Fired Water and Central Heating appliances)

To achieve the above occupational discipline, the structure of the pathways for this framework at level 3, depending on the pathway taken, then split into a number of specialist routes and options as outlined below:

PATHWAY 1 – ADVANCED DOMESTIC HEATING INSTALLER (OIL-FIRED, SOLID FUEL OR ENVIRONMENTAL OPTIONS)

Pathway 1: Domestic Heating (Oil-Fired, Solid Fuel or Environmental Options) – leading to:

Qualification: Level 3 NVQ Diploma in Domestic Heating

With the above Diploma including one of the following Optional Groups:

**PG1 – Oil Firing Pathway:**

Pathway Mandatory group

Knowledge units

- Understand core oil firing safety principles in domestic building services engineering

Competence units

- Apply core oil firing safety in domestic building services engineering

Plus:

Optional Units Route 1 (Domestic oil firing pressure jet appliances)

Knowledge Units

- Understand the principles of domestic oil firing pressure jet appliances

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Competence Units
• Install, test and commission domestic oil firing pressure jet appliances
• Service and maintain domestic oil firing pressure jet appliances

Or:

Optional Units Route 2 (Domestic oil firing vaporising appliances)
Knowledge Units
• Understand the principles of domestic oil firing vaporising appliances

Competence Units
• Service and maintain domestic oil firing vaporising appliances
• Install, test and commission domestic oil firing vaporising appliances

PG2 – Solid Fuel Pathway:
Pathway Mandatory Group
Knowledge Units
• Understand core solid fuel safety principles in domestic building services engineering

Competence Units
• Apply core solid fuel safety in domestic building services engineering

Plus one of the following Optional Units Routes:
Optional Units Route 1 (Solid mineral fuel burning appliances)
Knowledge Units
• Understand the principles of domestic solid mineral fuel burning appliances

Competence Units
• Service and maintain domestic solid mineral fuel burning appliances
• Install, test and commission domestic solid mineral fuel burning appliances

Optional Units Route 2 (Biomass fuel burning appliances)
Knowledge Units
• Understand the installation and commissioning principles of biomass fuel burning appliances
• Understand the service and maintenance principles of biomass fuel burning appliances

Competence Units
• Service and maintain domestic biomass fuel burning appliances
• Install, test and commission domestic biomass fuel burning appliances

PG3 – Environmental Technologies Pathway:
Pathway Mandatory Knowledge Unit
Understand the fundamental principles and requirements of environmental technology systems
Plus:

Optional Units Route 1 (Solar thermal hot water systems)

Knowledge Units
• Know the requirements to install, commission and handover solar thermal hot water systems
• Know the requirements to inspect, service and maintain ‘active’ solar thermal hot water systems

Competence Units
• Install, commission and handover ‘active’ solar thermal hot water systems
• Inspect, service and maintain ‘active’ solar thermal hot water systems

Or:

Optional Units Route 2 (Heat pump systems – non-refrigerant circuits)

Knowledge Units
• Know the requirements to install, commission and handover heat pump systems – non-refrigerant circuits
• Know the requirements to inspect, service and maintain heat pump system installations – non-refrigerant circuits

Competence Units
• Install, commission and handover heat pumps – non-refrigerant circuits
• Inspect, service and maintain heat pump installations – non-refrigerant circuits

Or:

Optional Units Route 3 (rainwater harvesting and greywater reuse systems)

Knowledge Units
• Know the requirements to inspect, service and maintain rainwater harvesting and greywater reuse systems
• Know the requirements to install, commission and handover rainwater harvesting and greywater reuse systems

Competence Units
• Install, commission and handover rainwater harvesting and greywater reuse systems
• Inspect, service and maintain rainwater harvesting and greywater reuse systems

Successful completion of the above framework Pathway 1, in one or more of the required specified routes and options, entitles the candidate to:

Job titles/Occupational disciplines:
One or more of the following, relevant to their path of study:
• Advanced Domestic Heating Installer (Domestic oil firing pressure jet appliances)
• Advanced Domestic Heating Installer (Domestic oil firing vaporising appliances)
• Advanced Domestic Heating Installer (Solid mineral fuel burning appliances)
• Advanced Domestic Heating Installer (Biomass fuel burning appliances)
• Advanced Domestic Heating Installer (Solar thermal hot water systems)
• Advanced Domestic Heating Installer (Heat pump systems – non-refrigerant circuits)

**Job role:** Completes and oversees work to install, service, maintain and commission domestic hot water, cold water and central heating systems.

**JIB Grade:** Craftsperson.

**Progression:** Subject to meeting the requirements of the grading definitions, the Craftsperson can then progress to the grade of Advanced Craftsperson and so on, as defined under the Mechanical Trades Agreement in section 4 of the JIB Handbook.

**PATHWAY 2 – ADVANCED DOMESTIC HEATING INSTALLER (GAS FIRED WARM AIR APPLIANCES)**

**Pathway 1:** Domestic Heating (Gas-Fired Warm Air Appliances) – leading to:

**Qualification:** Level 3 NVQ Diploma in Domestic Heating (Gas-Fired Warm Air Appliances)

With the above Diploma including the following units:

**Knowledge Units**

• Understand how to organise resources in building services engineering
• Understand core gas safety principles for natural gas in domestic building services engineering

**Competence units**

• Understand and carry out electrical work on domestic plumbing and heating systems and components
• Tightness test, purge, commission and de-commission gas pipework up to 35mm 1¼ diameter in small natural gas installations
• Install, commission and de-commission gas pipework up to 35mm 1¼ diameter in domestic and small commercial premises
• Specific core installation and maintenance
• Install, commission, service and maintain domestic heating systems
• Maintain gas warm air central heating systems and appliances
• Install domestic gas warm air central heating appliances
• Understand and apply domestic cold water system installation, commissioning, service and maintenance techniques
• Understand and apply domestic hot water system installation, commissioning, service and maintenance techniques
• Understand and apply domestic central heating system installation, commissioning, service and maintenance techniques

Successful completion of the above framework Pathway 2, entitles the candidate to:

**Job title/Occupational discipline:** Advanced Domestic Heating Installer (Gas-Fired Warm Air Appliances).

**Job role:** Completes, oversees and organises work to install, service, maintain and commission domestic heating systems, components and gas-fired warm air appliances.
JIB Grade: Craftsperson.

Progression: Subject to meeting the requirements of the grading definitions, the Craftsperson can then progress to the grade of Advanced Craftsperson and so on, as defined under the Mechanical Trades Agreement in section 4 of the JIB Handbook.

PATHWAY 3 – ADVANCED DOMESTIC HEATING INSTALLER (GAS FIRED WATER AND CENTRAL HEATING APPLIANCES)

Qualification: Level 3 NVQ Diploma in Domestic Heating (Gas-Fired Water and Central Heating Appliances).

With the above Diploma including the following units:

Knowledge Units
• Understand how to organise resources in building services engineering
• Understand core gas safety principles for natural gas in domestic building services engineering

Competence Units
• Understand and carry out electrical work on domestic plumbing and heating systems and components
• Tightness test, purge, commission and de-commission gas pipework up to 35mm 1¼ diameter in small natural gas installations
• Install, commission and de-commission gas pipework up to 35mm 1¼ diameter in domestic and small commercial premises
• Maintain gas water heating and wet central heating appliances
• Install domestic gas water heaters and wet central heating appliances
• Specific core installation and maintenance
• Install, commission, service and maintain domestic heating systems
• Understand and apply domestic cold water system installation, commissioning, service and maintenance techniques
• Understand and apply domestic hot water system installation, commissioning, service and maintenance techniques
• Understand and apply domestic central heating system installation, commissioning, service and maintenance techniques

Successful completion of the above framework Pathway 3, entitles the candidate to:


Job role: Completes, oversees and organises work to install, service, maintain and commission domestic heating systems, components and gas-fired water and central heating appliances.

JIB Grade: Craftsperson.

Progression: Subject to meeting the requirements of the grading definitions, the Craftsperson can then progress to the grade of Advanced Craftsperson and so on, as defined under the grading definitions within section 4 of the JIB Handbook.
APPENDIX C

Advanced Level Apprenticeships in Refrigeration and Air Conditioning (RAC) (QCF – Qualifications and Credit Framework) (SummitSkills)

The following job titles and roles are covered in the SummitSkills Advanced Level Framework for those following Refrigeration and Air Conditioning occupational pathways to:

- Refrigeration Technician
- Refrigeration Service and Maintenance Technician
- Air Conditioning Technician
- Air Conditioning Service and Maintenance Technician

To achieve one or more of these occupational disciplines, the structure of the Advanced Level Apprenticeship pathways for this framework at level 3 are outlined below:

PATHWAY 1 – REFRIGERATION TECHNICIAN

Pathway 1: Refrigeration – leading to:
Successful completion of the above framework entitles the candidate to:
Job title/Occupational discipline: Refrigeration Technician.
Job role: Completes and oversees the installation, testing, commissioning and de-commissioning of refrigeration systems and components.
JIB Grade: TBA (Level 3 NVQ Certificate, not Level 3 NVQ Diploma)
Progression: TBA

PATHWAY 2 – REFRIGERATION SERVICE AND MAINTENANCE TECHNICIAN

Pathway 2: Refrigeration Service and Maintenance – leading to:
Qualification: Level 3 NVQ Diploma in Servicing and Maintaining Refrigeration Systems.
Successful completion of the above framework entitles the candidate to:
Job role: Completes and oversees the servicing and maintenance of refrigeration systems and components.
JIB Grade: Craftsperson.
Progression: Subject to meeting the requirements of the grading definitions, the Craftsperson can then progress to the grade of Advanced Craftsperson and so on, as defined under the Mechanical Trades Agreement in section 5 of the JIB Handbook.
PATHWAY 3 – AIR CONDITIONING TECHNICIAN

Pathway 3: Air Conditioning – leading to:


Successful completion of the above framework entitles the candidate to:

Job title/Occupational discipline: Air Conditioning Technician.

Job role: Completes and oversees the installation, assembly, fitting, testing, commissioning and de-commissioning of air conditioning and heat pump systems and associated components.

JIB Grade: TBA (Level 3 NVQ Certificate, not Level 3 NVQ Diploma)

Progression: TBA

PATHWAY 4 – AIR CONDITIONING SERVICE AND MAINTENANCE TECHNICIAN

Pathway 4: Air Conditioning Service and Maintenance – leading to:


Successful completion of the above framework entitles the candidate to:


Job role: Completes and oversees the servicing and maintenance of air conditioning and heat pump systems and associated components.

JIB grade: TBA (Level 3 NVQ Certificate, not Level 3 NVQ Diploma)

Progression: TBA
APPENDIX D

COMPLETION PROCEDURE

Apprenticeships have a special status in law. They are deemed as a strictly one-off contract which is incapable of being renewed. Therefore completion of an apprenticeship and non-engagement of an apprentice is not deemed as a dismissal.

However, employers are obliged to ensure that the apprenticeship is correctly completed and in line with the stipulated timescales set out by the JIB. Failure to do so can still lead to Unfair Dismissal claims.

1. Continuation of the employment after the attainment of skilled status

Companies intending to retain the services of the apprentice following completion must complete the relevant section of the ECS/Grading Application Form.

The

• Advanced Apprenticeship Completion Certificate;
• copy of the Level 3 NVQ Diploma in a relevant Mechanical Engineering Services apprenticeship framework; and the
• completed ECS application form.

must be sent to the ECS Registration Department at the JIB.

The documentation must be sent to the JIB within 14 days of receipt of the completed ECS form to the employer by the apprentice.

(Please note the standard fee for an ECS card is waived for registered apprentices.)

The JIB will issue an ECS card which will be valid for three years. A Completion Diploma will also be made available online for download.

A completed apprentice becomes entitled to the electrician's rate of pay from the pay week following the date of grading. The JIB will electronically notify both the employer and the newly-graded electrician.

A new Contract of Employment should be issued to mark the change of status.

It should be noted however that as there has been no break in service, the date of commencement of employment remains unchanged. The total period of employment is regarded as continuous and must be used for the calculation of entitlements in the event of a future redundancy or dismissal with notice.

2. Termination of the employment upon completion of Apprenticeship

Companies not intending to retain the services of the apprentice following completion are required to complete the relevant section of the ECS/Grading Application Form.

The

• Advanced Apprenticeship Completion Certificate;
• copy of the Level 3 NVQ Diploma in a relevant Mechanical Engineering Services apprenticeship framework; and the
• completed ECS application form.

must be sent to the ECS Registration Department at the JIB.
The documentation must be sent to the JIB within 14 days of receipt of the completed ECS form to the employer by the apprentice.

(Please note the standard fee for an ECS card is waived for registered apprentices.)

The JIB will issue an ECS card which will be valid for three years. A Completion Diploma will also be made available online for download.

A completed apprentice becomes entitled to the Craftsperson's rate of pay from the pay week following the date of grading. The JIB will electronically issue this notification to both the employer and the newly-graded Craftsperson.

To ensure that companies do not become liable for claims of Unfair Dismissal, adherence to the following procedure, which has been written in line with National Working Rule 19, is recommended:

(i) Advise the apprentice at the earliest opportunity that they will not be offered a job upon completion and confirm this in writing.

(ii) Hold a meeting with the apprentice to determine a finite date for completion of the apprenticeship and the date of termination.

The apprentice has a right to be accompanied at this meeting by a fellow employee or, if appropriate, a Union Official.

If, following the meeting, the original decision is unchanged then again, confirm this in writing.

A right of appeal against the company’s decision must be offered.

(iii) If an appeal is lodged, a further meeting should take place for this to be considered. As before, the apprentice has a right to be accompanied.

If the outcome is unchanged then, upon conclusion of the internal procedure, an application can be made to the JIB for formal completion of the apprenticeship.

The date of termination needs to take account that at least 14 days must be allowed for the administration of the completion and grading process.

Within the documentation the employer must inform the JIB of the termination/completion date. The JIB will use this date on the Completion Diploma and ECS card. It will also mark the apprentice's last day of employment.

If, for whatever reason, the ECS Card is issued after the termination date it will not have any effect upon either the employer or the apprentice as the apprenticeship will have already been completed.
7. **JTL**

JTL is the leading training provider in England and Wales for the building services engineering sector and was established in 1990 by the Electrical Contractors Association and what is now Unite the Union.

JTL is recognised and recommended by the JIB as a provider of training schemes under the JIB’s Industrial Agreements, and, as an integral part of the sector ensures that the training it provides is exactly what the sector requires, both in terms of quality and in its ability to meet current and future training needs.

JTL is a registered charity (reg. no. 1080254) and this guarantees that every penny of public funding received is re-invested into developing and improving training schemes for the sector or in providing financial support for employers.

Following the introduction of National Vocational Qualifications (NVQ) and their replacement NVQ Diplomas, JTL has developed its own appropriate training and assessment solutions to the Level 3 National Occupational Standards and Awarding Organisation requirements currently applicable to the electrical installation industry.

The occupational standards are developed and regularly reviewed by Sector Skills Councils (SSCs), who are independent, employer led bodies recognised by Government, with SummitSkills being the SSC for the building services engineering sector.

JTL’s responsibilities and services to employers include the following:

- Offering a financial support programme to assist employers with training Advanced Apprentices
- Assisting employers in the recruitment and selection of Advanced Apprentices
- Contracting with the Skills Funding Agency and Welsh Government to secure government funding on behalf of employers
- Negotiating and liaising with colleges and training centres to secure preferential college fees on behalf of employers training with JTL
- Delivering quality training at all levels
- Monitoring and assessing apprentices’ progress

JTL also offers a comprehensive portfolio of training courses ranging from industry specific technical qualifications, health and safety certification and personal and business skills development. In addition, JTL provides an external assessment service to allow those who are partly certified to achieve a full qualification. JTL also delivers consultancy services in health and safety, equality and diversity and quality assurance.

JTL can be contacted on Freephone number 0800 085 2308.

JTL contact details:

JTL
National Administration Centre
Unit 3H Redwithers Tower
Redwithers Business Park
Wrexham
LL13 9XT

Freephone: 0800 085 2308
E-mail: enquiries@jtltraining.com
Website: www.jtltraining.com
Do you need HELP or ASSISTANCE?

We are here to HELP...
Whether it is providing emergency financial assistance, advice and counselling or simply being there to talk to, the EEIBA has the power to make a difference to people’s lives.

Who we HELP...
We offer support and assistance to anyone who works or has worked in the Electrical and Electronic Industry and their families.

How we can HELP...
By offering:
- Financial Support
- Guidance on debt & financial problems
- Back to work assistance
- Advice on counselling services
- Funding for relevant courses to update skills
- Help with purchase of tools
- Assistance with specialist equipment for the disabled
- Emergency support for utility bill debt, rent arrears and council tax demands

We have skilled caseworkers to help you through the process to help you get the support you need.

If you would like help and support please call our helpline specifically for JIB member companies and their employees.

CALL NOW ON 0800 6529909

The power to make a difference

Section 9

JIB Benefits
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These terms and conditions will be reviewed and updated periodically. Please refer to the online version of the Handbook on the JIB website at www.jib.org.uk

2. THE BLUESKY PENSION SCHEME (FORMERLY THE JIB PENSION SCHEME) .......................... 257
1. JIB BENEFITS SCHEMES

Operation of the Scheme
The JIB Benefits Scheme is operated on behalf of the JIB by the ECIBA.
ECIBA is a trading style of Electrical Contractors Insurance Services Limited (ECIS),
authorised and regulated by the Financial Services Authority.
Holding company: The Electrical Contractors' Association Limited, registered in England
1534505.

1.1 GENERAL RULES

The JIB Benefits Scheme is operated on behalf of the JIB by Electrical Contractors Insurance
Services Ltd (ECIS), who are authorised and regulated by the Financial Conduct Authority
(Reference Number 312803). For the operation of the JIB Benefits Scheme, ECIS may use the
trading title “ECIBA” (Electrical Contracting Industry Benefits Agency). ECIS is a wholly owned
subsidiary of the Electrical Contractors’ Association Ltd (“ECA”).

Each JIB Graded operative (“operative”) employed by a JIB employer participant (“employer”)
is entitled to certain JIB Benefits (“Benefits”) subject to the Rules set out below:

1. Each adult operative must be a graded member of the JIB. (See Miscellaneous 1.10(b)
below for non-graded non-electrical provisions).

2. The employer must purchase the Benefits specified according to a weekly schedule of
working weeks, operated and maintained by ECIS on behalf of the JIB.

3. The operative will be covered for all Benefits included in the scheme so long as the
employer registers the operative with ECIS from the start of their employment and:
   (a) Remits the balance due for the first payment period covered.
   (b) Maintains consistent payments for the Benefits, with no payment gaps.
   (c) Does not become more than 1 “Purchasing Period” (4 or 5 weeks) in arrears for
that operative.
   (d) The claim is valid according to the policy terms of the specific product being
claimed for (ie there is no specific or general exclusion within the insurance
policy backing the product, such as chronic illness under the Private Medical
Cover).

4. An operative who is graded on completion of apprenticeship is in benefit from the
effective date of grading.

5. An employer who fails to maintain up to date Benefits contributions, or who otherwise
allows cover for an operative to lapse, shall be liable for full payment of any benefits
due under the terms of the Scheme.

6. Employers who persistently fail to provide the specified Benefits for their operatives
will be subject to the disciplinary provisions of the JIB.

7. Operatives who become unemployed as a result of being made redundant by a JIB
employer may maintain entitlement to Life Assurance, Permanent & Total Disability
Benefit and Private Medical Cover on the termination of their employment for a
period of 26 weeks. In order to qualify for this extended cover the operative must immediately register with ECIBA and the Department of Work and Pensions ("DWP") as being unemployed and available for work. The employer must purchase benefits for the operative up to the end of the last week of their employment in order for this facility to be available.

8. JIB graded operatives who are actively at work on the day their employer becomes a JIB employer member will be able to claim under the JIB Benefits Scheme following the first successful payment collection from their employer. Operatives should contact ECIS to confirm eligibility.

9. Employers must continue to provide Benefits to operatives who are absent from work through certified sickness or accident or when the operative is absent from work due to jury service or holiday.

The Benefits weekly contribution price for the 2012–2013 Scheme Year is £12.50 per operative. This packaged Scheme provides the benefits listed below, including Private Medical Cover, Sick Pay cover, Death in Service Cover, Personal Accident Cover and Health Assessments. Employers have the option of participating in a weekly holiday pay accrual scheme – see section 1.8 for more information.

Notes

(a) A "Purchasing Period" is defined as the working weeks within a calendar month up to and including the last complete working week within that calendar month. This will be either 4 or 5 weeks.

(b) Employers must include the Private Medical Cover portion of the JIB Benefits Credit as a taxable benefit in kind for P11D calculation purposes. The P11D values for each tax year are available from ECIS.

(c) Should a participating company go into liquidation, claims for benefits will continue to be paid up until the end of the last period purchased by that employer. After this date, payment of benefits to operatives shall cease. Any holiday pay accrued by the employer will be held until ECIS has received payment instructions from the liquidator. In no circumstances will holiday pay be paid directly to individual operatives by ECIS/ECIBA.

1.2 PRIVATE MEDICAL COVER

The JIB Benefits Scheme provides Private Medical Cover for operatives. Eligibility criteria is specified in Section 1.1.

- ECIS send an eligibility list to the Private Medical Supplier at the start of each month.
- Operatives joining the Scheme will be eligible to claim from the beginning of the month following their join date.
- For operatives leaving the Scheme, eligibility will continue until the end of the month in which they leave.
- An excess of £150 applies on this scheme.
- Exclusions & conditions apply. Contact ECIS on 0845 6345431 or view the ECIS website [www.ecins.co.uk] for full policy details and exclusions.
- Contact ECIS on 0845 6345431 for details on how to claim.
1.3 SICK PAY

The JIB Benefits Scheme provides Sick Pay Cover for JIB employers to provide Sick Pay to operatives for up to 26 weeks in a 52 week period and will be paid according to JIB grade. [Note: From 1st January 2014 the maximum number of weeks payable will increase to 50 in a 52 weeks period.] Employers become eligible to claim sick pay in respect of their operatives immediately after their first successful payment on the JIB Benefits Scheme and remain eligible as long as the eligibility criteria specified in Section 1.1 continue to be met.

There is a two week waiting period before Sickness Benefit is paid. Where Sickness Benefit has been paid and a second period of sickness occurs within 13 weeks of return to work this may be counted as a continuation of illness and there will be no waiting days.

Sickness with Pay Benefits

From and including 4th January 2010, the weekly Sickness Benefit payments will be:

<table>
<thead>
<tr>
<th>Weeks 1 &amp; 2</th>
<th>Others (see note)</th>
<th>Electrician</th>
<th>Approved</th>
<th>Technician</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>Weeks 3, 4, 5 &amp; 6</td>
<td>£75.00</td>
<td>£80.00</td>
<td>£85.00</td>
<td>£90.00</td>
</tr>
<tr>
<td>Weeks 7 to 28</td>
<td>£150.00</td>
<td>£160.00</td>
<td>£170.00</td>
<td>£180.00</td>
</tr>
</tbody>
</table>

From and including 6th January 2014, the weekly Sickness Benefit payments will be:

<table>
<thead>
<tr>
<th>Weeks 1 &amp; 2</th>
<th>Others (see note)</th>
<th>Electrician</th>
<th>Approved</th>
<th>Technician</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>Weeks 3 to 24</td>
<td>£150.00</td>
<td>£160.00</td>
<td>£170.00</td>
<td>£180.00</td>
</tr>
<tr>
<td>Weeks 25 to 52</td>
<td>£75.00</td>
<td>£80.00</td>
<td>£85.00</td>
<td>£90.00</td>
</tr>
</tbody>
</table>

Notes

(a) "Others" covers Labourer, Trainees covered under Adult Craft Training Schemes and the Electrical Improver grade.

(b) JIB Sick Pay is payable in addition to SSP and is liable for PAYE and National Insurance deductions.

(c) From 6 April 2012 to 5 April 2013, SSP is £85.85 per week.

(d) From 6 April 2013, SSP is £86.70 per week.

(e) The Benefit ceases after 28 weeks (including waiting days) in any 52 weeks period. [Note: From 1st January 2014 the benefit will cease after 52 weeks.]

(f) Operatives will retain other Benefits for 52 weeks from the onset of sickness provided ECIS/ECIBA is furnished with medical evidence as required.
Operatives dismissed when sick or disabled will also retain benefit cover with no additional premium up to the 52nd week from the onset of the current period of sickness or disability.

For details of how to claim under the Sick Pay Scheme, please contact ECIS on 0845 345431 or check www.ecins.co.uk.

For details of the insurer providing the cover for this product and their policy wording please contact ECIS on 08456 345431.

1.4 DEATH IN SERVICE COVER
The JIB Benefits Scheme provides Death in Service benefit of £17,000 for eligible operatives under a Group Life Insurance Policy. This benefit is payable for death by any cause.

For details of how to claim contact ECIS on 0845 6345431 or check the ECIS website at www.ecins.co.uk.

In addition, Accidental Death benefit may be payable. See section 1.5 for details.

[NOTE: From 6 January 2014 the Death in Service benefit will increase to £25,000.]

1.5 PERSONAL ACCIDENT COVER
The JIB Benefits Scheme provides cover for eligible operatives under a Group Personal Accident Policy. This provides the following benefits:

(a) Accident Death Benefit:
   (i) £12,500 in the event of death occurring as the direct result of an accident when travelling to or from work, which together with the death in service benefit of £17,000 provides a total benefit of £29,500.
   (ii) £50,000 in the event of death occurring as a direct result of injury or disease sustained whilst at work. Together with the death in service benefit of £17,000 this provides a total benefit of £67,000.

(b) Permanent & Total Disability Benefit:
   (i) Operatives who, as a result of injury or disease, suffer loss of a limb or permanent and total loss of the use of a limb, or permanent and total loss of vision, and who, as a result of such disability, are unable ever to work in their JIB grade in the future, may claim up to £15,000 Permanent & Total Disability Benefit.

[NOTE a): From 6 January 2014 the benefit for Death occurring as a direct result of injury or disease sustained whilst at work increases from £50,000 to £55,000.

NOTE b): From 6 January 2014, the maximum Permanent & Total Disability Benefit will increase from £15,000 to £25,000.

NOTE c): From 6 January 2014, an additional payment of up to £25,000 will be made for eligible Permanent & Total Disability Benefit claims that arise as a direct result of injury or disease sustained whilst at work.]

1.6 HEALTH ASSESSMENTS
All JIB graded operatives who qualify through employer participation in the JIB Benefits Scheme will be invited periodically to attend Health Assessments.
Early detection of illness such as cancer can be important in improving the outcome of treatment and according to Bupa statistics more than a third of people who had a Bupa Health Assessment were made aware of a health issue they had not previously known about, enabling them to take action and help to minimise their risk of disease.

Additional Health Assessments are available outside the periodic invitations, on a discounted self-pay basis. Contact ECIS on 0845 6345431 or visit the ECIS website at www.ecins.co.uk for details.

1.7 DISABILITY WAIVER

JIB graded operatives may retain eligibility to Life Assurance (Death by any cause) and Permanent & Total Disability Benefit following 52 weeks of continuous illness at no extra cost, without the need to purchase further JIB Benefits.

In order to qualify, the operative must provide proof of total disability to ECIS on application and continue to do so as requested by ECIS.

Eligibility terminates when the individual reaches their 65th birthday.

Contact ECIS Benefits on 0845 6345431 for more information.

1.8 HOLIDAY PAY

Operatives are entitled to receive holiday pay accrued during the time worked at their employer. Employers are required by law to pay accrued holiday pay to operatives at the point that their employment ends, in line with the Working Time Regulations 1998. ECIBA offer a voluntary facility for employers to accrue holiday pay with ECIBA and for this to be paid back prior to the start of industry standard holiday periods. The payout dates are:

- Spring: 15th March
- Summer: 1st June
- Winter: 1st December

In a change to prior operations, Holiday Pay paid to ECIBA through the Scheme shall no longer be paid to individual operatives who become unemployed or to subsequent employers. Holiday Pay paid into the Scheme shall only be paid back to the originating contributor and is treated as Client Money until such time as the employer is due the funds back. The employer may either wait until the specified holiday period payment date above, or claim the funds back early at any point. Holiday pay accrued for an operative who leaves the Scheme will be automatically paid back to the contributing employer. It is the employer's sole responsibility to ensure that the correct holiday pay amount is paid to the operative and neither ECIS nor JIB accepts any liability for incorrect payments made by employers.
### Table of Contributions

<table>
<thead>
<tr>
<th>JIB Grade or equivalent (See National Working Rule 6)</th>
<th>Weekly JIB Combined (Holiday + Welfare Element) Value from week commencing</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Monday 7th January 2013</td>
</tr>
<tr>
<td>Technician</td>
<td>£62.03</td>
</tr>
<tr>
<td>Approved Electrician</td>
<td>£56.29</td>
</tr>
<tr>
<td>Electrician</td>
<td>£53.61</td>
</tr>
<tr>
<td>Trainee Electrician (Stage 3)</td>
<td>£50.61</td>
</tr>
<tr>
<td>Trainee Mechanical (Stage 3)</td>
<td></td>
</tr>
<tr>
<td>Senior Graded Electrical Trainee Electrical Improver</td>
<td></td>
</tr>
<tr>
<td>Trainee Electrician (Stage 2)</td>
<td>£48.58</td>
</tr>
<tr>
<td>Trainee Mechanical (Stage 2)</td>
<td></td>
</tr>
<tr>
<td>Labourer</td>
<td>£44.36</td>
</tr>
<tr>
<td>Adult Trainee</td>
<td></td>
</tr>
<tr>
<td>Trainee Electrician (Stage 1)</td>
<td></td>
</tr>
<tr>
<td>Trainee Mechanical (Stage 1)</td>
<td></td>
</tr>
</tbody>
</table>

### 1.9 REGISTERING AS UNEMPLOYED

A JIB graded operative who has:
- been made redundant by a JIB Employer and
- registered as unemployed with ECIS and
- is available for employment

can maintain up to 26 weeks’ entitlement to Death Benefit, Permanent and Total Disability Benefit and Private Medical Treatment which would otherwise lapse during a period when no contributions are being made to the JIB Benefits Scheme.

The JIB operative must have had a minimum of 4 consecutive weeks worth of contributions to the JIB Benefits Scheme by a qualifying employer immediately prior to unemployment in order to qualify.

### 1.10 MISCELLANEOUS

(a) **Observance of Industrial Agreements, etc.**

All the Benefits described in this section are part of the Industrial Agreements for the Industry. A condition of these Benefits is that the Industrial Agreements are being fully observed. If an operative elects to participate in strike action, their employer will have no obligation to purchase JIB Benefits on their behalf, so long as they inform ECIS promptly.
Employers and operatives should check the details of the insurance policies backing the Scheme for other exclusions. These commonly include war, riot, civil commotion, law breaking or self injury. Policy details are available from ECIS.

During an official lay-off, JIB Benefits should continue to be purchased in the normal manner.

(b) **Non-graded Non-electrical Employees**

The JIB extends the facility of inclusion in the JIB Benefits Schemes to JIB employers who wish to include categories of non-graded non-electrical employees who are over the age of 18 in these Schemes provided 100% of such employees are included. This facility is not available to any operative who qualifies for full membership of the JIB, including grading, and elects not to exercise the right to participate. The facility extended to non-graded non-electrical employees ceases immediately upon termination of employment with that employer and benefits do not continue during periods of unemployment.

(c) **National Insurance**

The National Insurance exemption for holiday pay no longer applies (with effect from 31.10.2012).

(d) **Private Medical Cover**

Provision of Private Medical Cover is a taxable benefit and will be adjusted in the operative’s tax coding. The operative will be required to pay Class 1 National Insurance on this benefit.

(e) **Death in Service and Total Entitlements**

In the case of Death in Service, the person authorised to make a claim may be entitled to:

(i) Outstanding Sick Pay up to the date of death
(ii) Death Benefit
(iii) Accidental Death Benefit
(iv) Any outstanding private medical benefit

(f) **Continuation of Benefits after normal Retirement Age**

Eligibility for Benefits, other than accrued holiday pay, ceases when an operative is in receipt of the Statutory Pension Entitlements. However, operatives who remain in the full time employment of the same employer beyond the point of receipt of Statutory Pension Entitlements may continue to qualify for Holiday Pay, Death Benefit, Private Medical Cover and Sick Pay Benefit up to the age of 75, if the employer continues to purchase Benefits on their behalf. For operatives over the age of 75, employers may participate in the holiday pay accrual scheme, but entitlement to all other Benefits will cease.
(g) Benefits Contributions

The regular purchase of Benefits on behalf of each operative is an integral part of the JIB Wages and Conditions and entitlements may be lost if there is a shortfall in these payments. It is therefore in the interest of operatives to ensure that their employer is up to date with Benefits contributions. The ECIBA regularly checks Benefits contributions to ensure that individual employers are in compliance, but cannot check the record of every operative. Should there be any doubt then operatives are entitled to inspect their records to ensure Benefits are being purchased on their behalf.

Holidays, Sick Pay, Death Benefit, Accidental Death Benefit, Permanent & Total Disability Benefit, and Private Medical Cover are part of the Industry’s Industrial Agreements and, as such, are enforceable under Schedule II of the Employment Rights Act 1996. Where employers do not purchase Benefits regularly, their operatives will not be paid by the JIB (or the ECIBA/ECIS) and must pursue their employer direct for the payments to which they are entitled under the JIB Rules. Unite the Union members should enlist the assistance of their local Regional Officer.

Where it is not possible to resolve the matter locally then the matter can be pursued via the JIB Grievance Procedure.
2. THE BLUESKY PENSION SCHEME (formerly the JIB Pension Scheme)

The BlueSky Pension Scheme (BlueSky), which was originally designed to provide pension benefits for the electrical contracting industry, is now available to every employer and their employees, regardless of their sector.

With the Government’s new proposal underway from October 2012, BlueSky is attracting many new employers into the Scheme and will continue to build on its past success in providing workplace pension solutions to an industry which will benefit extensively by the introduction of automatic enrolment.

BlueSky was developed during the year 2011 incorporating Target Date Funds. Designed in conjunction with AllianceBernstein and using their Dynamic Asset Allocation glidepath, they have been created to address a combination of factors that will ultimately benefit new and existing members and sits at the forefront of DC investments.

The electrical industry will still remain at the core of BlueSky’s efforts; the decision to expand will benefit those already with funds held within the Scheme by increasing the economies of scale. BlueSky has a proven track record in delivering a workplace pension solution that is driven by simplicity, low administration charges and modern, effective communication.

BlueSky currently provides pension benefits for over 15,000 members and has a strong pensions industry trained team delivering an ‘in house’ feel.

One particular area that needs to be addressed is a consistent and more transparent approach to charging. The pensions industry has received ongoing criticism in relation to charging and it is critical that both employers and employees can have a clear understanding of the charges associated with their chosen pension provider. BlueSky is already a recognised provider of the lowest cost workplace pension solution of its kind and has the ability to extend its appeal to the wider audience in light of auto-enrolment.

BlueSky is working to ensure the existing membership are provided with a cost efficient, high level service of administration during this period of change in the pensions market and is also focused on giving support and guidance to employers who require a solution to their auto enrolment requirements with a dedicated ‘Helpline’ already in operation.

The recent announcement by the Government in moving staging dates further into the future for small employers allows BlueSky to prepare further for the challenges ahead, with all employers being able to receive the guidance and support required to make an informed choice.

Straightforward access to a qualifying workplace pension scheme

By participating in BlueSky, an employer has the option of paying contributions in line with the Government’s minimum requirements, or can choose a higher rate.

If necessary, these rates will automatically increase in line with Government proposals over the next 5 years.

All forms required for employers and their employees are available from BlueSky on the web at www.blueskypensions.co.uk or by contacting the Administration Team on 0333 321 8211.

Simplicity for Employers

The system currently being used by BlueSky allows employers to send contribution returns in
many formats including paper, excel, ascii, or online via a website.

BlueSky has a dedicated 'Employer Helpline' which is manned by individuals who understand the complexities of completing weekly/monthly returns. The Helpline number is 0333 321 8212.

BlueSky has purpose built websites for employers needing information about the Scheme with the ability to download, save and print all forms and booklets (which will always be the latest versions as the documents are 'live').

Once an employer offers membership of the Scheme to an employee, there is no further requirement for the employer to 'deal' with the employee when it comes to pension matters.

BlueSky offers visits to all employers and is in the process of designing an 'Administration Guide' in PowerPoint and paper format to take employers through many of the basic processes.

**Simplicity for employees**

Once a member, employees have access to the BlueSky website dealing with different aspects of their pension savings and dedicated telephone lines to the Administration Teams.

The websites cover general information, a member portal showing the current level of contributions and investments and soon a retirement site taking a member through the process of setting up their annuity.

All BlueSky staff are trained in the complex world of pensions and can deal with queries covering the Scheme or about benefits built up over a member's lifetime.

BlueSky uses the most modern, cost effective investment options offering 'Target Date Funds' through its partnership with AllianceBernstein and BlueSky is one of the first major UK pension schemes to offer this investment vehicle.

**Costs in addition to contributions**

There is no cost to the employer of operating BlueSky with the exception of the time taken to complete the monthly returns.

The cost to the member is the Annual Management Charge (AMC) and in the year 2012 was 0.3% of the value of their fund. These costs are exclusive of the investment charges which are dependent on the member's investment choices.
The Pension Scheme designed for the Electrical Contracting Industry and operational since 1988
(Formerly the JIB Pension Scheme)

✓ The preferred pension provider for JIB member companies

✓ Cost effective pension solution operated on a non profit basis

✓ Managed by professionals dedicated to keeping pensions clear and simple

Auto Enrolment affects every employer in the UK
Are you ready for the next 5 years?

For the solution to your pension and auto enrolment requirements contact:
Delivery Manager - Jessica Rigby
jessica.rigby@blueskypensions.co.uk
Section 10

Electrotechnical Certification Scheme
Affiliated to the
Construction Skills Certification Scheme
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1. ELECTROTECHNICAL CERTIFICATION SCHEME 263
ELECTROTECHNICAL CERTIFICATION SCHEME (CSCS Affiliated)

HM Government and industry have emphasised the need for industry-wide certification schemes to confirm the levels of competence of properly skilled craftspeople. In the Building and Construction industries, the Major Contractors’ Group specified that all trades are required to participate in skills’ certification schemes, with 100% of operatives on their sites holding appropriate cards by the end of 2002 and everyone by the end of 2003.

CSCS Affiliation
As the first craft skills’ accreditation service in British Industry, independently developed and unique in its time (as the UK Register of Electricians), the Electrotechnical Certification Scheme (ECS) is affiliated to the Construction Skills Certification Scheme (CSCS) for all other building and construction trades. The ECS is administered by the JIB and the SJIB on behalf of Unite the Union, the Electrical Contractors’ Association (ECA) and SELECT. To demonstrate this important advance, the ECS Card has been revised to incorporate holograms of the CSCS and ECS Assessment to show achievement in ECS Standards in Health & Safety.

Status & Recognition
All electricians working for JIB Member companies, whether directly-employed, self-employed or temporarily engaged, recognise the importance of the ECS Cards in order to conform with the National Working Rules for the Industry because they include JIB Grades. When the JIB Grading System was merged with the UK Register of Electricians in 1999, it became available to everyone, irrespective of their employment status or from whatever background.

The ECS has evolved from the Industry’s long experience of administering its Grading System and the UK Register of Electricians (established 1993), admission to which was restricted to anyone who could demonstrate competence equivalent to the standards of a National Vocational Qualification (NVQ) at Level 3, whatever the specialism of their electrical or electronic training. From that basis, the Scheme now offers all electrotechnical craftspeople the opportunity to receive their own card, whether at skilled level, as Apprentices or Trainees, or as Labourers. The Scheme also provides cards for those who can demonstrate management skills in the sector, a “Site Visitor” designation for non electrical personnel who require access to construction sites and the designation “ECS Related Discipline” for electrotechnical trades not covered by NVQ/SVQs.

Scope
The Scheme is not restricted to those occupations covered by the generic term “construction” but is also available to other specialised electrotechnical occupations. Employer associations representing the Building Controls, Data Communications, Highway Electrical and Fire and Security industries have recognised the benefits of the ECS and developed disciplines for inclusion in the Scheme.

H & S Assessment
Health & Safety Assessments became mandatory from February 2003 and since that time all applicants for new or renewed ECS Cards have needed to demonstrate they have the required level of Health and Safety awareness indicated by the “ECS ASSESSED” hologram.

Card-holders are able to qualify as “ECS ASSESSED” by success in a multiple choice test – The ECS Health & Safety Assessment – or providing evidence of a valid exemption. A current list of exemptions can be found on the ECS website at http://www.ecscard.org.uk/faqs.aspx#exemptions.
To get your own ECS Card

You should complete the appropriate application form (available from JIB offices – 03333218230 or the dedicated ECS website (www.ecscard.org.uk)) showing details of your apprenticeship or other practical training; the technical/vocational qualifications you have gained and your employment experience (send copies of certificates/awards/references/other documents, not originals). If you have achieved a Level 3 NVQ in an electrical/electronic subject or you have gained a City & Guilds Certificate at Part II or higher (ONC, HNC, etc.) and can show evidence of practical competence (copies of documents, not originals), you may qualify for a gold-coloured skilled card.

The front of the new-style Card issued to a fully skilled craftsperson shows the holder's name, photograph and registration number, their main occupation and up to five additional occupations in which the holder is certified, together with the appropriate JIB Grade where this has been awarded by the JIB.

JIB Grading

The pronounced green JIB logo is incorporated in the design of the ECS card although JIB Grades will only be shown where these have been awarded. Every application form includes a section (1b) which asks if a JIB Grade is wanted. The JIB Grading Definitions are freely available upon request and on the ECS website, and the standards for these grades are strictly regulated.

Registered Apprentices MUST show they have gained a Level 3 NVQ before completion and Grading; Approved Electricians MUST be able to demonstrate knowledge of Inspection & Testing (City & Guilds 2377, 2391/01 or 2391/02 (formerly 2400) Course certificates), whilst applicants for Technician Grades require “C” or Part III Certificates or higher.

Electricians who trained overseas will generally find that their qualifications and training will be recognised as fulfilling the ECS and Grading standards, particularly if these are supported by a current or recent licence or employment references. All such applicants MUST show they are knowledgeable in the current edition of the IEE Regulations (BS7671).

Access to the JIB Grading System is now an integral feature of the ECS. Application forms invite all who are interested to apply for a JIB Grade to be shown on their card, whether working for a JIB member-company or for any other organisation or if they are self-employed. Equally, anyone holding a JIB Grade may apply to be Regraded if they meet the requirements for a higher Grade. Details of the standards which are required for each of the JIB Grades are included with all information packs and are freely available upon request.

In addition to the holder's signature, the reverse of the card identifies the route by which the holder has achieved certification. This can be through a Registered or other Apprenticeship; by NVQ Awards or by historical technical and practical qualifications. Additional vocational qualifications such as (17th edition), City & Guilds 2377, 2391 or 2400 Certificates in Inspection & Testing or the National Certificate of Core Competence for Working in Explosive Atmospheres (Comp'Ex) can be shown where these are held. Other relevant qualifications may be allowed by the JIB National Board in future.

To ensure that the Scheme provides identity cards for all operatives in the electrotechnical sector, the Scheme now incorporates Ancillary Operatives, Apprentices and Trainees. The Scheme also provides cards for those who can demonstrate management skills in the sector, a Site Visitor designation for non electrical personnel who require access to construction sites and the designation “ECS Related Discipline” for electrotechnical trades not covered by NVQ/SVQs.
Apprentices

Where Apprentices can show that they are undertaking an Advanced Level Apprenticeship – of any electrical/electronic style (not necessarily JIB-registered) they can obtain a new-style ECS card that has a white background with a red stripe containing the definition "APPRENTICE" across the width of the card below the photograph and personal details. ECS Cards for Apprenticeships registered with the JIB will carry the endorsement "JIB Registered".

Trainees

All other Trainees who are not "bona fide" Advanced Level Apprentices (ALAs) will be entitled to apply for and receive a similar white ECS Card depicting "TRAINEE" across the red stripe along the lower part of the card. These include holders of the JIB Grade of Trainee. All such operatives' cards will carry the JIB logo.

Ancillary Operatives

Where operatives do not meet the appropriate technical or vocational standards to qualify for a skilled ECS Card (and are not Apprentices or Trainees) the Scheme provides a white card which is identifiable by a brown stripe along the lower section. Unskilled card holders may apply to be regraded to Trainee by producing evidence of study towards fully skilled status and with their employer's support.

Managers

These distinctive cards can be obtained upon application by Site Managers who can show competence at NVQ/SVQ level 4 and by Contracts Managers who can show competence at NVQ/SVQ level 5.

Until such time as Vocational Qualifications are established and available, Managers can qualify for their cards by Industry accreditation. Applicants will also need to demonstrate the required level of Health & Safety awareness by passing the ECS Health & Safety Assessment or providing evidence of a valid exemption.

The application forms for Managers include a minimum range of duties in which applicants have to declare competence and which has to be endorsed by a current or recent employer. It is possible to hold both a Management card and a skilled craft card where the member is qualified under both criteria.

ECS Related Discipline

A number of specialised electrotechnical occupations do not have industry NVQs and are therefore unable to receive specific ECS disciplines. To address this problem the ECS has introduced a plain white card carrying the designation "ECS Related Discipline". A list of the occupations covered by this designation is available from the JIB. Applicants who may wish their occupation to be included in the list should apply in writing to the JIB.

Site Visitors

Any person employed by an electrically biased organisation, who is not eligible for any other ECS card, but requires regular access to construction sites can apply for a Site Visitor card. Before a Site Visitor card can be issued the holder will need to demonstrate they have the required level of Health and Safety awareness, either by providing evidence of a valid exemption or by successfully completing an ECS Health and Safety Assessment for Visitors. The issue of a Site Visitor card will not remove the holder's obligation to undergo site induction or the need to be accompanied on site as appropriate.
Datacomms
The Data Communication industry now has its own range of disciplines included within the ECS. A full range of cards covering craftsperson, apprentices, managers and trainees is available. Applications for datacomms disciplines should be made on the appropriate form available from the JIB offices (please make sure you specify datacomms) or the ECS website (www.ecscard.org.uk).

A number of datacomms related vocational qualifications have been added to the list available for inclusion on the reverse of the card. These include CGLI 3666 Certificate in Comms Cabling, CGLI 3466-02 Multimode Fibre Optic Cabling, CGLI 3466-03 Singlemode Fibre Optic Cabling and CGLI 3466-04 Copper Cabling. Applicants who hold a JIB Grade will have this shown on their card as well as the JIB Logo.

Where operatives do not meet the appropriate technical or vocational standards to qualify for a skilled ECS card (and are not Apprentices, Trainees or Managers) the Scheme provides a white card similar to those already described which is identifiable by a blue stripe along the lower section.

Fire and Security
Both the British Security Industry Association (BSIA) and the British Fire Protection and Security Association (BFPSA) have produced a range of disciplines specific to the Fire and Security Industries for inclusion within the ECS. The disciplines cover the full range of available cards – Craftsperson, Manager, Apprentice, Trainee and Site Visitor.

Each industry has identified four major skills (see the list overleaf) and included them as independent disciplines within the scheme. Vocational qualifications specific to the Fire and Security industries (such as CGLI 1851) have been added to the list of qualifications available for printing on the reverse of the card. The JIB logo will be included in the card design if the applicant holds a skilled JIB Grade.

A white card with a blue stripe is available to operatives who do not meet the appropriate technical or vocational standards to qualify for a skilled ECS card (and are not Apprentices, Trainees or Managers).

Apprentice and Trainee cards will bear the appropriate industry title as a discipline.

Qualified Supervisor
The ECS has agreed with both the ECA and the National Inspection Council for Electrical Installation Contracting (NICEIC) a method of identifying “Qualified Supervisors” on ECS cards. To obtain the Qualified Supervisor endorsement the cardholder must be employed by an organisation which is certified to the Electrotechnical Assessment Scheme (EAS) or enrolled on the NICEIC Approved Contractors Scheme and recorded as a Qualified Supervisor within the terms of certification or enrolment.

The endorsement will identify the cardholder’s employer and will also include a logo identifying which scheme has enrolled the Qualified Supervisor. The endorsement is only valid while the card holder is employed by the organisation shown on the card. The card will need to be returned for replacement if the holder changes employer.

Highway Electrical Industry (formerly ASLEC)
A memorandum of understanding signed by representatives of the ECS and the Association of Street Lighting Electrical Contractors (ASLEC) [now the Highways Electrical Association] on 21st April, 2005 confirmed the ECS card as the means of identifying the registration of competence for members of the Highway Electrical Registration Scheme.

ECS Highway Electrical cards are available in three different sectors; Public Lighting, Permanent...
Traffic Control Equipment and Road Traffic Signs. Cards are available in a number of occupational disciplines (see the list following) at four levels of competence; Trainee (indicated by a red crosshatch pattern), Operative (indicated by a blue crosshatch), NVQ Level 3 Craftsperson (gold coloured card) and Approved Person (white card).

The Highway Electrical Industry, in conjunction with other disciplines in the Highways Sector has developed the National Highway Sector Schemes. These are quality management schemes that have been developed, as a partnership, by all sides of the highway industry to interpret ISO 9001 as it applies to a particular highway activity for industry within the United Kingdom. These schemes cover the full range of equipment and services required on the highway and for those covering installation and maintenance services, there is a strong emphasis on competency. There is, currently, a total of 19 schemes of which the Highway Electrical Sector is one. This sector covers Public Lighting, Traffic Signals, Traffic Signs, Cameras and other electrical and electronic equipment found on the highway.

Each scheme has a technical advisory committee made up of stakeholders within the industry to provide advice to UKAS, the United Kingdom Accreditation Service. The technical advisory committee interprets ISO9001 in relation to the requirements of their particular activity and comes to a consensus on the minimum levels of workmanship, services, products, testing, and the training and competency of employees needed to meet specification requirements as well as auditors' qualifications. The details are contained in the individual sector scheme documents.

The Highway Electrical Sector Scheme has undergone this process and its stakeholders include HEA, the ARTSM, the Department for Transport, the Highways Agency and the Institution of Lighting Engineers. HEA is the administrator for the Scheme. The main elements of the scheme relating to competency are:

• **Training**
  
  All employees must be trained to a training specification that contains the syllabus for courses which will provide the required knowledge for the range of operatives working in the industry. Courses will be fully certificated by the awarding body Lantra Awards.

• **Competency Qualification – N/SVQ**
  
  All operatives will be required to be assessed against the occupational standards for highway electrical works and obtain an N/SVQ qualification appropriate to their occupation.

• **Registration of Organisations**
  
  All organisations are required to register with the Highway Electrical Industry Registration Board for the Registration of Authorised Persons. The qualification requirements for registration are that the organisation must be either registered to the Sector Scheme for Highway Electrical Works or alternatively comply with the competency elements of the sector scheme.

• **Registration of Employees**
  
  Once the Organisation has been registered, it is able to register their employees and an ECS card will then be issued. The core requirements for registration are that the employee must have undergone the ECS Highway Electrical Health & Safety Assessment and have been assessed by their employer as competent. This assessment is an on-going process which ensures that the employee’s competence is maintained.

All enquiries and applications should be made to [www.highwayelectrical.org.uk](http://www.highwayelectrical.org.uk)
Collaborations

The ECS has entered into collaborations with various industry bodies to promote professionalism, raise standards and recognise levels of competence.

Institution of Engineering and Technology (IET)

The partnership with the IET allows skilled (gold) and managerial (platinum) card holders to fast track to professional membership of the Institution. Gold card holders can apply for TMIET membership of the Institution and platinum card holders can apply for MIET membership. The IET is a world-wide professional body for engineers, IT practitioners and technologists. Membership provides instant access to a dynamic knowledge network, providing great opportunities to enhance both professional and personal development.

Holders of ECS gold or platinum cards who are also members of the IET can have their membership shown by requesting an ECS card with the IET logo printed on the front. The holder’s level of IET membership will be printed on the reverse of the card.

Fast track application forms can be obtained from the JIB (see contact details below) or the IET (01438 765678). An online application form is available at www.theiet.org/ecscard.

National Association of Professional Inspectors and Testers

The ECS has also agreed that members of the National Association of Professional Inspectors and Testers (NAPIT), in possession of a current skilled or managerial card, can have their NAPIT membership shown by inclusion of the NAPIT logo on the front of their ECS card. NAPIT members wishing to apply for an ECS card will still need to meet the requirements of the ECS.

Assuring Competence in Engineering Construction (ACE)

A further collaboration between the ECS and the ACE process allows for inclusion of the ACE logo on an ECS card. Where the holder’s NVQ Level 3 supporting their main discipline has been achieved through the ACE process the applicant can complete the appropriate section on the application form requesting the logo be shown on the card.
### ECS Disciplines

Below is a current list of disciplines covered by the Scheme. If your occupation/specialism is not shown please contact the JIB offices for information on the "ECS Related Discipline" designation or an updated list.

<table>
<thead>
<tr>
<th>Core Contracting Disciplines</th>
<th>Highway Electrical Public Lighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical Fitter</td>
<td>Trainee</td>
</tr>
<tr>
<td>Electrical Winder</td>
<td>Installation Operative (Non-Crane)</td>
</tr>
<tr>
<td>Instruments Mechanic</td>
<td>Installation Operative</td>
</tr>
<tr>
<td>Radio/Television Electrician</td>
<td>Routine Maintenance Operative</td>
</tr>
<tr>
<td>Maintenance Electrician</td>
<td>Maintenance Operative (Fault Repair)</td>
</tr>
<tr>
<td>Installation Electrician</td>
<td>Maintenance and Installation Operative Electrician</td>
</tr>
<tr>
<td>Household Appliances Electrician</td>
<td>Painting Operative</td>
</tr>
<tr>
<td>Telecommunications Fitter</td>
<td>Night Time Monitor</td>
</tr>
<tr>
<td>Distribution Networks Electrician</td>
<td>Structural Tester</td>
</tr>
<tr>
<td>Office Machines Mechanic</td>
<td>Supervisor</td>
</tr>
<tr>
<td>Auto Electrician</td>
<td>Approved Person</td>
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<tr>
<td>Marine Electrician</td>
<td>Approved Person – Manager</td>
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<tr>
<td>Wireman/Panel Builder</td>
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<tr>
<td>Building Controls Engineer</td>
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<tr>
<td>Electrical Labourer</td>
<td></td>
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<tr>
<td>Trainee</td>
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<tr>
<td>Apprentice</td>
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</table>

### Datacomms

<table>
<thead>
<tr>
<th>Trainee Datacomms Specialist</th>
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<tr>
<td>Datacomms Specialist</td>
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<tr>
<td>Advanced Datacomms Specialist</td>
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<tr>
<td>Datacomms Technician</td>
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<tr>
<td>Datacomms Engineer</td>
</tr>
</tbody>
</table>

### Emergency & Security Systems

<table>
<thead>
<tr>
<th>Apprentice</th>
<th>Gold or Blue Stripe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trainee</td>
<td></td>
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<tr>
<td>Installer</td>
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<tr>
<td>Maintenance</td>
<td></td>
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<tr>
<td>Commissioning</td>
<td></td>
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<tr>
<td>Surveyor</td>
<td></td>
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</tbody>
</table>

### Fire Detection & Alarm Systems

<table>
<thead>
<tr>
<th>Apprentice</th>
<th>Gold or Blue Stripe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trainee</td>
<td></td>
</tr>
<tr>
<td>Designer</td>
<td></td>
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<tr>
<td>Installer</td>
<td></td>
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<tr>
<td>Commissioning</td>
<td></td>
</tr>
<tr>
<td>Maintenance</td>
<td></td>
</tr>
</tbody>
</table>

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**Fees**

The fee for initial registration and first ECS card is £30 plus VAT – which includes the issue of a card valid for three years. We send reminders to card-holders when their cards are due for renewal and the fee for a similar or amended card for a further three years is £20 plus VAT. It is important that individuals advise us of any change of address. For a replacement card the fee is £15 plus VAT. When a JIB Grade or Regrading is requested at the time of renewal there is no additional payment required, otherwise there is a £15 plus VAT charge for replacement.

Initial applications by direct employees of JIB Member-companies should be submitted through their employers for the fee to be paid by the Industry.

Passport-sized photographs must be countersigned by an authorised representative or the employer or a community representative (not a relative) who should also endorse the application form. Card-holders are invited to send an up-to-date photograph of themselves each time they apply for a new/renewed card but only photos submitted with original application forms need to be countersigned (unless especially requested).

**Administration**

The Scheme is administered in England, Wales and Northern Ireland by the JIB and further details of the Scheme and application forms are available from:

JIB
PO Box 127, Swanley, Kent BR8 9BH
Telephone: 03333 218230
e-mail: grading@jib.org.uk  Web: www.ecscard.org.uk

Applications and information throughout Scotland from:

SJIB
The Walled Garden, Bush Estate, Midlothian EH26 0SB
Telephone: 0131 445 5577  Fax: 0131 445 5548
e-mail: admin@select.org.uk
## JIB Services and Prices

<table>
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<tr>
<th>Service</th>
<th>Standard Price</th>
<th>JIB Discount</th>
<th>Price to JIB Members and employees of JIB Members</th>
<th>Additional Unite Member Discount (where applicable)</th>
<th>Price including JIB Discount and Unite Member Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial ECS card for Graded Operatives</td>
<td>£36 (£30 plus VAT)</td>
<td>£36</td>
<td>Free</td>
<td>Not applicable</td>
<td>Free</td>
</tr>
<tr>
<td>Initial ECS card for Managers, Site Visitors and ECS related disciplines</td>
<td>£36 (£30 plus VAT)</td>
<td>£12 (£10 plus VAT)</td>
<td>£24 (£20 plus VAT)</td>
<td>Not applicable</td>
<td>£24 (£20 plus VAT)</td>
</tr>
<tr>
<td>Renewal of ECS Card</td>
<td>£24 (£20 plus VAT)</td>
<td>£6 (£5 plus VAT)</td>
<td>£18 (£15 plus VAT)</td>
<td>£3</td>
<td>£15 (£12.50 plus VAT)</td>
</tr>
<tr>
<td>Duplicate ECS Card</td>
<td>£18 (£15 plus VAT)</td>
<td>£6 (£5 plus VAT)</td>
<td>£12 (£10 plus VAT)</td>
<td>£3</td>
<td>£9 (£7.50 plus VAT)</td>
</tr>
<tr>
<td>ECS Health and Safety Assessment</td>
<td>£42 (£35 plus VAT)</td>
<td>£6 (£5 plus VAT)</td>
<td>£36 (£30 plus VAT)</td>
<td>Not applicable</td>
<td>£36 (£30 plus VAT)</td>
</tr>
<tr>
<td>Initial ECS Card using Premier Fast Track Service</td>
<td>£168 (£140 plus VAT)</td>
<td>£24 (£20 plus VAT)</td>
<td>£144 (£120 plus VAT)</td>
<td>Not applicable</td>
<td>£144 (£120 plus VAT)</td>
</tr>
<tr>
<td>Renewal of ECS Card using Premier Fast Track Service</td>
<td>£102 (£85 plus VAT)</td>
<td>£18 (£15 plus VAT)</td>
<td>£84 (£70 plus VAT)</td>
<td>Not applicable</td>
<td>£84 (£70 plus VAT)</td>
</tr>
</tbody>
</table>
ECS CARD DESIGNS

All Skilled Grades/Disciplines

Managerial

Unskilled and Cabling Grades

Adult Training Scheme Grades

Advanced Modern Apprenticeships

Regular Sita Visitors

Electrotechnical Disciplines without a recognised NVQ
Section 10: Electrotechnical Certification Scheme

ECS CARD DESIGNS

Skilled Fire and Security Card

IVOR FDA SECMA
C2143376
FIRE DETECTION AND ALARM SYSTEMS
INSTALLER - MAINTENANCE - COMMISSIONING - SURVEYOR
Card Expires 31/12/2015

The registered holder of this card holds the qualifications listed on the reverse.

Reverse of Skilled Fire and Security Card

AN OTHER
H3412567
HIGHWAY ELECTRICAL REGISTRATION SCHEME
HIGHWAY ELECTRONIC COMBINED INSTALLATION OPERATIVE (CRANE)
Card Expires 31/12/2015

Skilled Highway Electrical Card

IVOR SPARKES
H2345678
HIGHWAY ELECTRICAL REGISTRATION SCHEME:
HIGHWAY ELECTRONIC COMBINED INSTALLATION OPERATIVE (CRANE)
HEA
A.N. Highway Electrical Company
Card Expires 31/12/2015

Qualified Supervisor Card

IVOR SPARKES
C2343242
INSTALLATION ELECTRICIAN
Approved Supervisor for JIB Contracting Services Limited
Card Expires 31/12/2015

Skilled Card of IET Member

IVOR SPARKES
C2343241
ELECTRICAL FITTER
Approved Electrician
Card Expires 31/12/2015

Unskilled Highway Electrical Card

IVOR SPARKES
C234567
INSTALLATION ELECTRICIAN
HEA
A.N. Highway Electrical Company
Card Expires 31/12/2015

Skilled Card denoting NVQ achieved via ACE process

The registered holder of this card holds the qualifications listed on the reverse.

Skilled Card of NAPIT Member

The registered holder of this card holds the qualifications listed on the reverse.
WANT TO IMPROVE YOUR QUALIFICATIONS AND SKILLS BUT PUT OFF BY THE COST?

The JIB Further Education Fund could help you!

If you’re:
- a JIB graded operative employed by a JIB member company,
- a registered apprentice working for any company, or
- an unemployed operative registered with the ECIBA holding a valid ECS card

... you could get up to £500 towards a training course.

What courses are covered?
Anything that is classed as furthering your industry education beyond the basic qualifications needed to be an electrician.
For example, funding apprentices for the AM2 or adults for the City & Guilds 2394 or 2395 can’t be funded as these are requirements of grading.

Previous training we’ve helped to fund:
- NVQ Level 3
- BTEC National Certificates
- BSc/Foundation Degree in Building Services
- HNCs, ONCs
- City & Guilds Level 3 Process Technology
- City & Guilds Level 2 CAD (2D)

You can also suggest other courses not on this list and we’ll consider them.

For more information and the application form visit www.jib.org.uk/further-education-fund.aspx

Don’t forget... Funding may be available through JTL if you were registered with them and completed your apprenticeship. If you’re a Unite member you can also apply for a bursary to support your studies.

“Thank you for your contribution towards the course fee – contrary to popular belief financial support for training is not easily forthcoming.”
Tim Brown, MD, Brown & Company

“Within a short period of time following my application to the FE Fund I was given assistance with my university fees. After three years I now have my Foundation Degree. This would not have been possible without your assistance.”
Gareth Moor

Joint Industry Board
Section 11

JIB Committees
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## NATIONAL BOARD/MANAGEMENT COMMITTEE

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<td>M Beeston</td>
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<td>S Bratt</td>
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<tr>
<td>L Darragh</td>
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<tr>
<td>R J Foster*</td>
</tr>
<tr>
<td>W T Jenkins</td>
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<tr>
<td>T McDonough</td>
</tr>
<tr>
<td>P McNaughton</td>
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<tr>
<td>A Meikle*</td>
</tr>
<tr>
<td>S Wallis</td>
</tr>
<tr>
<td>W Wright</td>
</tr>
<tr>
<td>(Vacancy)*</td>
</tr>
<tr>
<td>M Burnley* (Not National Board Member)</td>
</tr>
</tbody>
</table>

### PUBLIC INTEREST MEMBERS

I Williams, European Construction Institute

### SECRETARIAT

S M Brawley (JIB Chief Executive)

S Khan (JIB Secretary) – Secretary

* Management Committee Members.
### EASTERN & MIDLANDS

**Secretary** – A Reakes

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<th><strong>Unite the Union</strong></th>
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<td>(Vacancy) (Chairman)</td>
<td>M Tuff (Acting Chairman)</td>
</tr>
<tr>
<td>C Daniel</td>
<td>P Barrow</td>
</tr>
<tr>
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<td>S Walker</td>
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</table>

### LONDON, SOUTH EAST & SOUTHERN

**Secretary** – A Reakes

<table>
<thead>
<tr>
<th>ECA</th>
<th><strong>Unite the Union</strong></th>
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<tbody>
<tr>
<td>P C McNaughton (Chairman)</td>
<td>G Langston (Deputy Chairman)</td>
</tr>
<tr>
<td>J C D Arnold</td>
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## REGIONAL BOARDS

### NORTHERN IRELAND

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<tr>
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<td>D Thompson* (Electrical Training Trust)</td>
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*Observer

### NORTH EAST & YORKSHIRE

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<td>T A Coupland</td>
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# REGIONAL BOARDS

## NORTH WESTERN, MERSEY & NORTH WALES

**Secretary** – R Gibbs

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<td>S Acheson</td>
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<td>A Littler</td>
<td>R Armstrong</td>
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## SOUTH WALES & SOUTH WESTERN

**Secretary** – R Gibbs

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<td>A Card (Acting Chairman)</td>
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<tr>
<td>Ms M Davies</td>
<td>B Godsell</td>
</tr>
<tr>
<td>T McDonough</td>
<td>C Jenkins</td>
</tr>
<tr>
<td>M McKaig</td>
<td>P Jukes</td>
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<tr>
<td>A Pearson</td>
<td>P Leahy</td>
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<tr>
<td>(Vacancy)</td>
<td>J Pickford</td>
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</table>

*Observer
WANT TO IMPROVE YOUR QUALIFICATIONS AND SKILLS BUT PUT OFF BY THE COST?

The JIB Further Education Fund could help you!

If you’re:
- a JIB graded operative employed by a JIB member company,
- a registered apprentice working for any company, or
- an unemployed operative registered with the ECIBA holding a valid ECS card

...you could get up to £500 towards a training course.

What courses are covered?

Anything that is classed as furthering your industry education beyond the basic qualifications needed to be an electrician.

For example, funding apprentices for the AM2 or adults for the City & Guilds 2394 or 2395 can’t be funded as these are requirements of grading.

Previous training we’ve helped to fund:
- NVQ Level 3
- BTEC National Certificates
- BSc/Foundation Degree in Building Services
- HNCs, ONCs
- City & Guilds Level 3 Process Technology
- City & Guilds Level 2 CAD (2D)

You can also suggest other courses not on this list and we’ll consider them.

“Thank you for your contribution towards the course fee – contrary to popular belief financial support for training is not easily forthcoming.”

Tim Brown, MD, Brown & Company

“Within a short period of time following my application to the FE Fund I was given assistance with my university fees. After three years I now have my Foundation Degree. This would not have been possible without your assistance.”

Gareth Moor

For more information and the application form visit www.jib.org.uk/further-education-fund.aspx

Don’t forget... Funding may be available through JTL if you were registered with them and completed your apprenticeship. If you’re a Unite member you can also apply for a bursary to support your studies.
CABLING & JOINTING COMMITTEE

<table>
<thead>
<tr>
<th>Committee Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>J O'Sullivan (T A Ronan &amp; Co Ltd) (Chairman)</td>
</tr>
<tr>
<td>A Benton (W T Parker Ltd)</td>
</tr>
<tr>
<td>R Clarke (Unite the Union)</td>
</tr>
<tr>
<td>A Meikle (ECA)</td>
</tr>
<tr>
<td>C Skelley (Metricab Power Engineering Ltd)</td>
</tr>
<tr>
<td>J Taylor (F B Taylor Cable Contractors Ltd)</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>S M Brawley (JIB Chief Executive)</td>
</tr>
<tr>
<td>R Gibbs (JIB National Officer) – Secretary</td>
</tr>
</tbody>
</table>

Since its formation in 1989, the Cabling and Jointing Committee has worked to strengthen this specialised sector of the Industry, in particular ensuring that JIB member companies only use members of the Cabling and Jointing Register when sub-contracting cabling work.

The Committee is the only Committee within the JIB to have an elected membership and four contractor members are elected every two years by members of the Register. A Biennial General Meeting is held at the end of each two year period to which members of the Register are invited. At this meeting the election result is announced. A report of the work undertaken is given as well as giving the members the opportunity to discuss the sector and submit ideas and proposals for the Committee to work to in its term.

Member companies of the Register are designated by the size of their labour force. A major cabling contractor has a labour force of 25 or more operatives. This designation does not prevent any member of the Register being asked to tender on any size of contract.

The Committee’s day-to-day work includes the aforementioned monitoring that JIB member companies are only using members of the Register. The Committee swiftly acts to correspond with the main contractor and this has proved very successful in helping to resolve issues. The Committee actively encourages members to report any breaches and will fully investigate, taking action if necessary.

Achievements have included the introduction of the Cable Installation Supervisor grade, updating of the Rules and a Cable Jointing advanced Modern Apprenticeship Scheme.

Much work is currently in progress in conjunction with SummitSkills, NET and other partners to introduce a QCF framework for the Sector and to develop a Practical Performance Assessment for Jointers. The Cable grading definitions will be revised to reflect the introduction of the QCF as well as a comprehensive review of the Cable Agreement and the Register.

There is a commitment to use modern technology to communicate with members of the Register (as well as the wider JIB membership) and this has seen the introduction of an E-Newsletter and, most recently a Linkedin Group available to members of the Register to share their views on issues that affect them.
ECS STEERING COMMITTEE

Committee Members

<table>
<thead>
<tr>
<th>Name</th>
<th>Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td>B McAulay (Unite the Union)</td>
<td>Acting Chairman</td>
</tr>
<tr>
<td>(Vacancy) (ECA)</td>
<td>Chairman</td>
</tr>
<tr>
<td>I Macdonald (ECA)</td>
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<tr>
<td>O Amantia (ECA)</td>
<td></td>
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<tr>
<td>R Clarke (Unite the Union)</td>
<td></td>
</tr>
<tr>
<td>R Sherry (Unite the Union)</td>
<td></td>
</tr>
<tr>
<td>Ms F Harper (SELECT &amp; SJIB)</td>
<td>(Vacancy) (Unite the Union)</td>
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<tr>
<td>Co-Opted Members</td>
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<tr>
<td>J Cornwall (SELECT)</td>
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<tr>
<td>P Reeve (ECA)</td>
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<td>R Miguel (Unite the Union)</td>
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<tr>
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<tr>
<td>S M Brawley (JIB Chief Executive)</td>
<td></td>
</tr>
<tr>
<td>A W Hopkins (JIB Computer Services Manager)</td>
<td>– Secretary</td>
</tr>
</tbody>
</table>

*Co-Opted Members

The ECS Steering Committee was formed in 2003. The Electrotechnical Certification Scheme (ECS) is administered in England, Wales and Northern Ireland by the JIB and in Scotland by the SJIB. The Committee's membership reflects the joint administration and ensures the ECS is developed nationally. The Committee's role is to oversee the current mechanisms and all future development of the Electrotechnical Certification Scheme and the ECS Health and Safety Assessment. Any appeals generated by the ECS Health and Safety Assessment are adjudicated by the ECS Steering Committee. This brief description of the Committee's role includes:

- Development of new ECS Disciplines
- Liaison with trade bodies covered by ECS Disciplines
- Monitoring of the ECS and CSCS affiliation agreement
- Amendments to the design of the ECS Card
- Licensing of ECS Health and Safety Assessments Centres
- Training of ECS Health and Safety Invigilators
- Development of the ECS Health and Safety Assessment question bank
- Adjudication of ECS Health and Safety Assessment appeals
EMPLOYEE RELATIONS COMMITTEE

Committee Members

<table>
<thead>
<tr>
<th>Member</th>
<th>Position</th>
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</thead>
<tbody>
<tr>
<td>B McAulay (Unite the Union)</td>
<td>(Chairman)</td>
</tr>
<tr>
<td>R J Foster (ECA)</td>
<td>(Deputy Chairman)</td>
</tr>
<tr>
<td>A Card (Unite the Union)</td>
<td>(Vacancy)</td>
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<tr>
<td>A Meikle (ECA)</td>
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<td>R Sherry (Unite the Union)</td>
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<td>K Unsworth (ECA)</td>
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<tr>
<td>R J Foster (ECA)</td>
<td>(Deputy Chairman)</td>
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<tr>
<td>A Card (Unite the Union)</td>
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<td>A Meikle (ECA)</td>
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<td>Ms F Harper (SELECT) (Observer)</td>
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Co-Opted Members

<table>
<thead>
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<th>Position</th>
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<tbody>
<tr>
<td>S Bratt (ECA)</td>
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<td>R Miguel (Unite the Union)</td>
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Staff

<table>
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<tbody>
<tr>
<td>S M Brawley (JIB Chief Executive)</td>
<td></td>
</tr>
<tr>
<td>S Khan (JIB Head of Industrial Relations) – Secretary</td>
<td></td>
</tr>
</tbody>
</table>

*Co-Opted Members

The Employee Relations Committee was formed in 1999. Its objectives are to continually review, strategic and operational levels all areas affecting the employment of labour in the Industry and for the development of the National Agreement and all areas involving health and safety.

Its duties are:

- To review and where appropriate recommend changes to the JIB National Working Rules and Industrial Determinations
- To monitor the JIB Disciplinary and Grievance & Conciliation Procedures
- To examine employment legislation and ensure that the Industry is advised of any potential impact
- To examine health and safety legislation and to ensure that the Industry is advised of any potential impact
- To monitor the workings of sectoral agreements within the JIB National Working Rules
- To encourage the use of appropriate procedures and machinery to ensure that industrial relations matters are dealt with through the procedures
- To produce the JIB Annual Disputes report
- To produce the annual Survey of Accidents at Work and
- To produce Safety Bulletins

The Committee's constitution comprises of three members from each party (one of whom should be a National Board Member) together with the JIB Head of Industrial Relations, with the recommendation of one Safety specialist and one Employee Relations specialist from each party. The Committee can set up Working Groups to handle specific projects working to specific time and project schedules defined by the Committee.
FURTHER EDUCATION FUND COMMITTEE

<table>
<thead>
<tr>
<th>Committee Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>I Williams (Chairman)</td>
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<tr>
<td>R Clarke (Unite the Union)</td>
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<td>W T Jenkins (ECA)</td>
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</table>

<table>
<thead>
<tr>
<th>Staff</th>
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</thead>
<tbody>
<tr>
<td>A Reakes (JIB Industrial Relations Officer) – Secretary</td>
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</tbody>
</table>

The JIB Further Education Fund was set up in June 2006 to provide financial assistance to those working within the electrical contracting industry. The aim of the Further Education Fund is to promote further education and establish and maintain higher technical knowledge within the industry, as defined by the objects of the trust.

This aims to help those wishing to undertake courses and training deemed as further education; those courses over and above the minimum requirements of the JIB grading structure. Funding will not be available, for example, for undertaking the AM2 or for the City & Guilds 2382 (17th Edition) as these are requirements of JIB grading. A list of some of the courses that are and are not accepted can be found on the JIB website. However, individual applications will still be considered on their merit.

Applicants must be directly employed graded operatives of a JIB Member company, a registered apprentice or a registered unemployed operative holding a valid ECS card. Applications must be received via an application form. These are available from the JIB offices or can be downloaded from the JIB website from the Further Education Fund section. Companies who are paying for their operatives to undertake courses may also apply on their operatives' behalf.

Funding will also be open to anyone who wishes to undertake research that will be of benefit to the industry as a whole. Applicants should complete the application form and provide reasons why they believe their application should be funded. Discretion for acceptance of such applications will lie with the Committee.

All applications must be accompanied by the invoice or receipt of payment with proof of the cost of the course. Funding is available up to 50% of the cost of the course up to a maximum of £500 for employed operatives and apprentices. The level of funding for those unemployed applicants will be at the discretion of the Committee.

The JIB has also set up an Apprentice Exchange Programme in conjunction with JTL, giving the opportunity for an apprentice to work in another country, and invites a foreign apprentice to work in the UK. Previous exchanges have included Australia and New York. The purpose of the exchange is to promote international relations and for the apprentice to learn about the different practices used in the electrical contracting industries in other countries. The apprentices write a report on their experiences. The Committee is also keen to develop bursaries with other organisations with the aim of helping the industry as a whole.
NATIONAL APPEALS COMMITTEE

Committee Members

I Williams (Chairman)
B McAulay (Unite the Union)    W T Jenkins (ECA)

Staff

S Khan (JIB Head of Industrial Relations)

Should the Claimant or Respondent wish to appeal against the decision of a Regional JIB Dispute Committee then they must lodge their Notice of Appeal, together with a statement explaining why they consider the Dispute Committee was in error in coming to its decision, with the Secretary of the JIB within twenty-eight days of receipt of the written confirmation of the Dispute Committee’s decision.

The Notice and statement is referred to the National Appeals Committee for preliminary consideration, and it is within the Committee’s absolute discretion whether they consider a case has been made to justify hearing the appeal. There is then a final stage of appeal to the JIB’s Chairman.

The JIB is unique in that it was granted the country’s only exempted Dismissal Procedures Order by the Secretary of State in 1979, and for the next 22 years certain Unfair Dismissal cases had to be heard by the JIB and not by an Industrial Tribunal. Although the Order is no longer in force because of certain implications under the Human Rights Act 1998, the ECA and Unite the Union have continued with their commitment in trying to ensure that the JIB deals with Unfair Dismissals as part of the Industry’s procedure prior to a claim being pursued to the Employment Tribunal. Full details are available from the JIB’s Industrial Relations Department and within section 3 of the JIB Handbook.

The statistics for the number of disputes heard over the last 21 years are shown in the Table below:

<table>
<thead>
<tr>
<th>Year</th>
<th>Dispute Committees</th>
<th>Number of Settlements</th>
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- Cable Installation Supervisor
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- Labourer
- Leading Cable Hand
- Mechanical Technician
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ECIS has been working with the JIB to deliver their Employee Benefits Programme for over 25 years. We aim to provide a complete Employee Benefits Solution for the Electrical Industry.

JIB Benefits Scheme
- Comprehensive Private Medical Cover through a Bupa Select Plan
- Sick Pay Cover based on JIB recommended rates
- Life Assurance
- Personal Accident (Accidental Death, Permanent & Total Disability)
- Periodic Health Assessments
- NEW for 2013 – Bupa Employee Assistance Helpline
- ECIS Help Team available during office hours

Office Staff Products
ECIS offers a range of benefits for your office staff, including:
- Private Medical Cover through a Bupa Select Plan
  Key benefits include:
  – No age related premium increase until age 65
  – No financial limits on cancer care
  – Option for members to include dependants on a self-pay basis
  – NEW for 2013 – Bupa Employee Assistance Helpline
- Discounted Bupa Health Assessments
- Life Assurance
- Sick-Pay Cover

Call us on 0845 634 5431 to get a quote or email ecis@eca.co.uk
Contractors’ Combined Insurance

As experts in the building services sector, our policies are designed to fit the needs of JIB Members operating across a broad spectrum of contracts ranging from straightforward domestic light and power installations to more complex industrial applications.

Policy coverage available includes:

- Employers’ Liability
- Public/Product Liability
- Professional Indemnity
- Contractors’ All Risks
- Property
- Business Interruption
- Money
- Transit
- Personal Accident
- 24 hour legal advice helpline

We will work with you and your chosen insurance broker to design the most appropriate policy cover to cater for the unique risks to which your business is exposed.

We are committed to working with JIB Members and their advisors to provide cover at competitive terms.

Call us on 0845 034 3250 or email ecic@eca.co.uk for a further discussion or ask your insurance broker to make contact.

ECIBA is a trading style of Electrical Contractors’ Insurance Services Ltd (ECIS) which is authorised and regulated by the Financial Services Authority (FSA) under reference no. 312803.

Registered office: ESCA House 34 Palace Court London W2 4HY Company number 1534505

Call us on 0845 034 3250 or email ecic@eca.co.uk for a further discussion or ask your insurance broker to make contact.

Electrical Contractors’ Insurance Company Ltd (ECIC) is authorised and regulated by the Financial Services Authority (FSA) under reference no. 202123.

Registered office: ESCA House 34 Palace Court London W2 4HY Company number 1266206

As experts in the building services sector, our policies are designed to fit the needs of JIB Members operating across a broad spectrum of contracts ranging from straightforward domestic light and power installations to more complex industrial applications.

Policy coverage available includes:

- Employers’ Liability
- Public/Product Liability
- Professional Indemnity
- Contractors’ All Risks
- Property
- Business Interruption
- Money
- Transit
- Personal Accident
- 24 hour legal advice helpline

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Registered office: ESCA House 34 Palace Court London W2 4HY Company number 1266206
NOTES
NOTES
EngTech

letters after your name mark YOU out as a skilled professional

Add your name to the Engineering Council’s EngTech Register. An internationally recognised standard of competence.

EngTech registration is open to qualified electricians and contractors. Typically, applicants have appropriate working experience and have completed:

- an Advanced/Modern Apprenticeship
- an Edexcel BTEC Level 3 Certificate or Diploma in Engineering or in Construction and the Built Environment

or

- hold a qualification approved by a professional engineering institution, in engineering or construction at Level 3 (or above) in the Qualifications & Credit Framework or at Level 6 (or above in the Scottish Credit and Qualifications Framework) or equivalent qualifications

Support is available to electricians and contractors who do not have formal qualifications also to assist with EngTech registration.

Sign up to the IET to receive:

- tailored support with EngTech registration
- 35% discount on the Wiring Regulations, Amendments and books
- enhanced status and employability
- professional letters after your name
- access to specialist online communities
- tailored training courses and access to mentors for career
- 20% discount on events and seminars

Call the IET’s EngTech Registration team for further details: +44(0)1438 767443

www.theiet.org/join