

Section 1

The Rules of the JIB for the Electrical Contracting Industry

INDEX

	<i>Page</i>
NAME	13
DEFINITIONS	13
OBJECTS	14
THE OFFICES	15
MEMBERSHIP	16
RIGHTS AND OBLIGATIONS OF MEMBERS	17
CESSATION OF MEMBERSHIP	18
DISCIPLINE OF PARTICIPANTS	19
THE NATIONAL BOARD	20
POWERS OF THE NATIONAL BOARD	20
PROCEEDINGS OF THE NATIONAL BOARD	21
THE MANAGEMENT COMMITTEE	22
OTHER COMMITTEES OF THE NATIONAL BOARD	23
PROVISIONS GENERALLY APPLICABLE TO OTHER COMMITTEES OF THE NATIONAL BOARD	23
THE CHAIR	23
PUBLIC INTEREST MEMBERS	24
THE DIRECTOR	24
THE SECRETARY	25
REGIONAL BOARDS	25
DISPUTES AND RIGHTS OF APPEAL	26
THE TRUSTEES	26
FUNDS AND INVESTMENTS OF THE JIB	26
ACCOUNTS AND AUDIT	26
INSPECTION	27
DETERMINATION OF WAGES AND CONDITIONS OF EMPLOYMENT	27
AMENDMENT, ADDITION TO AND RESCISSION OF THESE RULES	28
THE BY-LAWS	28
PERIOD OF OPERATION OF, AND DISSOLUTION OF, THE JIB	28
NOTICES	29

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 Chair" and "the Director" respectively means the Chair 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) "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 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.
 - (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.
 - (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 they are 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. In addition, the JIB shall maintain at the office a Register of Installation and Maintenance Electricians and additional Registers as defined, from time to time, by the National Board.

- (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 the Parties as permanent members of the JIB.

RIGHTS AND OBLIGATIONS OF MEMBERS

- 12. Except where for any reason an eligible employee is unable to work in their trade every employer participant shall offer the ability to register with the Electrotechnical Certification Scheme (ECS) including 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 the ability to register with ECS and JIB grading by their employer, the operative 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, 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 their capacity as a member of the Association or 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 their 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 their 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 their activities as an employer or 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 General Data Protection Regulations 2016/679 or the Data Protection Act 2018 (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 ECS, 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 registered with the ECS including a grading in line with the Rules of the JIB. A card denoting the holder's occupational discipline and JIB grade will be provided by virtual or physical means for inspection by employers, clients or otherwise.

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 to the JIB, and
 - (b) The National Board acting in its absolute discretion resolves that such 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 to the JIB, and
- (b) The National Board acting in its absolute discretion resolves that such membership be terminated.
- 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 to the JIB, and
 - (b) The National Board, acting in its absolute discretion resolves that such membership be terminated.
- 20. Any employer participant, employee participant or member of a Register may resign their membership by giving not less than three months' notice in writing of their intention so to resign to the Secretary; and their 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 their 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 disqualification from participation in the Benefits Scheme provided by ECIS 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 their representative) thereat, provided that the Chair shall have power to impose immediate suspension on the participant pending the said meeting if, using absolute discretion, the Chair so decides.

- (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 Chair.
 - (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 five 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 the office held by giving not less than fourteen days' notice in writing of their intended resignation to the Secretary, in which event they shall cease to hold the 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 Chair 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 Chair (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.(a) 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.
- (b) Where the National Board defers a vote, such a vote can be undertaken by way of a postal ballot or by electronic means.
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 Chair shall have a casting vote.
34. At every meeting of the National Board the Chair shall be the chair thereof, but if the Chair be not present, or if the office of Chair is for the time being vacant, the members of the National Board present may elect one of their number to be chair of that meeting and in that case in the event of an equality of votes the chair shall have a second or casting vote. Alternatively, the National Board may invite the Chief Executive to be chair of that meeting. In such a circumstance, the Chair will have no 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 Chair thereof, or by the chair 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 Chair 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 Chair), 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 they cease 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 Chair 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 Chair 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 Chair, whose decision in that behalf shall be binding and conclusive for all purposes.

THE CHAIR

53. The Chair shall be an independent person who shall be appointed to represent public interest. All appointments to the office of Chair shall be made by the National Board. Each person appointed Chair shall normally remain the Chair for the period of two years next following the date when their appointment takes effect, but shall be eligible for reappointment at or at any time after such expiration.
54. The Chair 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 Chair 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 their opinion (which shall be conclusive) involve any matters of urgency and of exceptional importance to the Industry.
- 56. The Chair shall, in respect of the office held, be paid a sum of such amount as the National Board shall from time to time determine.

PUBLIC INTEREST MEMBERS

- 57.(a) The Chair 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 Chair 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 three years. At the end of their first term of office of three years, Public Interest members may be eligible for reappointment for a further three years by the National Board. At the end of their second term of office and having served six years, any Public Interest members who are at that time chairs of committees of the National Board, may be eligible for reappointment for a further three year term of office by the National Board. No public interest member of the JIB National Board may serve more than a total of three terms of office totalling nine years.
- (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 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 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 Chair and a Deputy Chair (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 Chair 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 Chair or the Deputy Chair.
- 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 Dispute Committee has adjudicated upon a dispute, then, unless the National Board shall otherwise resolve, any party to that dispute shall be entitled to appeal the decision to the National Board (or any sub-committee thereof).

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 duties carried out 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 from 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 Director of Employment and Skills

AMENDMENT, ADDITION TO AND RESCISSION OF THESE RULES

81. 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.

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 either personally or by sending it through the post in a prepaid letter or by any other means of electronic transmission as is generally accepted, addressed to such member at the address supplied to the Secretary. Any such notice, if served by post, shall be deemed to have been served twenty-four hours after the letter containing the same is posted, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and stamped and put into any post office or post box subject to the control of the Post Office or other generally accepted carrier. Any such notice served by electronic transmission shall be deemed to have been served instantaneously.