



Photo Credit JTL

Handbook

2024



The Electrotechnical JIB

Setting employment standards



The JIB Skills Development Fund

If you want to further your education, advance your craft, or upskill, the JIB Skills Development Fund is here for you. It has been established to promote a higher standard of technical knowledge and craftsmanship across the electrotechnical industry.

Who's eligible?

You must be working directly for a JIB member company, be an apprentice registered with the JIB, or be registered as unemployed. There are also funds available on a discretionary basis.

What's available?

Courses that are eligible for funding are usually those which are over and above the requirements of JIB grading. The amounts available depend on the level of qualification and will cover up to 75% of the course fee.

Level 3 Courses: up to £750 per funding year

Over recent years, upskilling and CPD items have become a focus for qualified operatives. As companies begin to look at greater diversification and the emergence of new technologies, upskilling in these areas has proven essential.

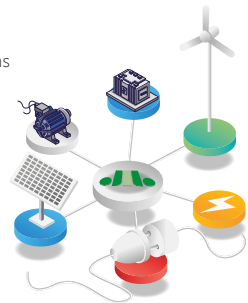
Cabling and Jointing companies have been taking advantage of funding for new qualifications and assessments in the sector including the NET LV Jointer Assessment and NVQ Level 3 in Power Supply and Distribution Cabling.

Low Carbon Technologies

Qualified Electricians will be able to claim 75% of the course cost for a number of upskilling qualifications in environmental and low carbon technologies such as:

- Level 3 Award in the Installation / Installation and Maintenance of Heat Pump Systems (Non-refrigerant circuits)
- Level 3 NVQ Diploma in Domestic Heating / Plumbing and Heating (Heat Pumps)
- Level 3 Award in Installation and / or Maintenance of Small Scale Solar PV Systems
- Level 3 Award in Domestic, Commercial and Industrial Electric Vehicle Charging Equipment or Points (Install / Maintenance / Commissioning / Design)
- Level 3 Award in Electrical Energy Storage Systems
- Level 3 Diploma in Wind Turbine Installation / Maintenance / Commissioning

These can all be recognised on an ECS card, within the ECS CPD system and / or show as additional occupations.



Level 4-5 Courses (HNC or HND level): up to £1000 per funding year

The most common courses are the HNC in Electrical and Electronic Engineering, HNC in Building Services Engineering, and Design and Verification of Electrical Installations.

Level 6 Courses: up to £1250 per year

Degree level.

Level 7 Courses and above: £3000

Courses which are at full Master's Level may attract JIB Scholarship Grant of £3,000.



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HANDBOOK 2024

Published by The Joint Industry Board for the Electrical Contracting Industry

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MESSAGE FROM THE CHAIR



As 2023 began, the industry was hoping for more stability and clearer strategy from the UK Government following a tumultuous 2022. Slight growth in the economy brought a promising start to the first quarter as did the February launch of the Government's Energy and Net Zero Department.

The Spring Budget also made some encouraging announcements on training and apprenticeships including aims to make existing programmes more accessible to older workers, and the Autumn Statement pledged £50 million to increase the number and support for apprenticeships. However, there was a lack of detail on the specific skills required by the electrotechnical sector, in particular those

required deliver low carbon initiatives. The JIB, through TESP and in collaboration with partners, will be looking to address this in 2024 to get better insight into the labour market and forecasting skills required going forward. Uncertainty on when and if some major infrastructure projects will begin has made this particularly difficult to accurately estimate or give confidence needed from the sector to support upskilling initiatives at local level.

As we head into 2024, there has been a reduction in the inflation rate, but economic growth has slowed. Margins remain slim for many contractors while cost of living increases remain a challenge for many. It is pleasing to see the ECA and Unite the Union committed to reviewing the true picture for terms and conditions across different parts of the UK in 2024 as part of a benchmarking review, and to better inform negotiations in 2025.

With a new election inevitable within the next 12 months, the direction the Government may take is uncertain and the level of support the industry could expect is challenging to predict.

Industrial relations

The JIB played a pivotal role in providing stability and certainty, a sentiment welcomed by both industry and workforce alike. The successful conclusion of the 2024-2025 Wage Negotiations process by the ECA and Unite the Union is a testament to the professionalism and timeliness exhibited. Additionally, the JIB secured a 10% increase in lodging allowance and retention rates through collaboration with HMRC, reinforcing our commitment to contractors and fostering robust employment standards.

An enhanced JIB Resolution Procedure, coupled with an upcoming education and awareness campaign, demonstrates our dedication to facilitating amicable resolutions, minimising costs and time consumption. We have streamlined agreements, simplified processes, and emphasised flexibility to better serve our stakeholders.

To align with evolving skills needs, the JIB updated the Datacomms Framework agreement to align terms and conditions with the progressive career structure for network infrastructure, ensuring industry-recognised standards for competency and employment terms.

The JIB continues to work with the Parties in a bid to reinvigorate the RJIBs and provide greater focus on local skills and insights into regional activities. This work will have vital importance in ensuring that at local level, we are collectively working to encourage more apprenticeships, support upskilling, and providing a focus on competence and direct employment to achieve better productivity and higher standards of safety.

JIB Skills Development Fund

Celebrating the 70th anniversary of the JIB's Skills Development Fund in February 2023, we continue to collaborate with stakeholders to emphasise upskilling for existing workers and pathways for new entrants. The fund, contributing up to 75% of training costs, supports critical areas for achieving net-zero goals.

Apprenticeships

The JIB continues to support and promote apprenticeships and is pleased that more than 7.5K apprentices joined the sector in the past year. We work with more than 60 apprenticeship and training providers to register apprentices, of any age. The JIB will continue this work at local and regional level to support industry initiatives to fill the widening skills gap.

ECS

More than 50,000 online assessments have now been taken using the ECS Remote Invigilation system. The option to undertake assessments remotely, without having to travel, has proved a popular innovation. The AI-powered system, incorporates behavioural monitoring and verification, to combat fraudulent behaviour.

Our focus to enhance the ECS service and provide capacity for future growth, has seen us launch several key initiatives using AI and automation. This included rewriting over 14 million lines of code to secure the delivery of a seamless, simple service and critically support growth of the scheme. Our investment now provides us with the state-of-the-art technology to provide a simple one stop shop for our customers delivered in an efficient manner and for many, applications are now being automated for quicker processing than ever before.

JIB Membership

Our continued focus on investing into our digital systems and personnel aimed at providing the organisation with a robust foundation is paying dividend as we start to see our services being enhanced. This is also being reflected in the member survey in 2023 and feedback from our structured member engagement plan. In 2023 we held two successful Regional Forums with attendees providing positive feedback and support for future events.

Competence & Skills

Our representation on across key industry groups such as the CLC, City of London Skyline, Working Group 2: Installers, and the Industry Competence Committee (ICC) has provided us with a strong platform to promote competence, skills and high standards.

Jay Parmar, JIB CEO, has been appointed to the ICC, the main advisory board on competence to the Building Safety Regulator, is now developing its strategic objectives, and the Regulator has published its strategic objectives.

The CSCS Alliance, the collective voice for all 38 CSCS schemes including ECS, and through which JIB staff chair and lead on a number of fronts, is now working on implementing a plan to support the following:-

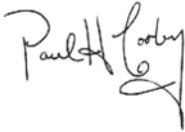
- Competence – Visibility and Assurance
- Skills Insight – Use of big data – Provide trends into competence insights

- CPD Framework – Develop a framework to support the industry needs
- Voice – increase our representation and advocacy – share good practice

The JIB, again active in Working Group 2 for Installers as part of the Competence review post-Grenfell, has been supporting and facilitating on the development of five experienced worker assessments in 2023. These are a welcome development to support assessment routes across fire and security, network infrastructure, building controls, and panel building. Further development of occupational frameworks and this collaborative work will see further support like this for the sector over the coming years.

Looking Ahead to 2024

As we step into 2024, the JIB remains committed to maintaining industry standards and skills. Our focus on promoting the Agreement and fostering direct employment will continue, guided by member engagement to support career and skills progression. The JIB will contribute to industry growth and resilience, navigating the uncertain landscape with determination and strategic foresight. The JIB will also be investing again into ECS to ensure a valued and efficient service to support our collective aim to raise the bar on standards for a safer, highly skilled and productive industry. My thanks go to the JIB staff for an excellent 2023 and look forward to seeing what can be accomplished in 2024 in collaboration with industry.

A handwritten signature in black ink, appearing to read 'Paul Corby', with a stylized flourish at the end.

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 qualified electricians.

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. A new apprenticeship standard was introduced in 2017 following the establishment of a Trailblazer group for the electrical industry, encouraging an employer-led approach to the setting of standards for training. The JIB are now heavily involved in the revision and development of apprenticeship standards, frameworks, Experienced Worker Assessments and upskilling qualifications across the UK for the wider electrotechnical sector.

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 ECA and up to 5 Public Interest Members. It meets under its independent Chair, 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.** Since its inception the JIB had certified more than 375,000 workers in the electrotechnical sector.
2. **Training.** The JIB registers and monitors the training of apprentices engaged through training providers (currently about 10,000).
3. **Industrial Relations.** The Rules of the JIB require all Resolution processes affecting the employment of labour (which are not settled on site) to be reported to the JIB. JIB National Officers deal with these Resolution processes and encourage the Resolution processes to be locally resolved; it is also their responsibility to ensure that the JIB Rules are strictly observed.

Failing satisfaction, a Resolution Process Committee – one employer, and one Union official unconnected with the Resolution process – is appointed and with the JIB staff, investigates the Resolution process and decides it. Since the JIB has started, its record on settling Resolution processes has been exceptional and no Resolution Process Committee has ever failed to reach a decision.

The JIB is also heavily focused upon mediation whereby Resolution processes are resolved without having to be heard by a Resolution Process 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 Agreement includes negotiated benefits such as Private health care, Sick Pay, Life and Disability Assurance and Occupational Health Assessments.
6. **Membership and Employer Engagement.** The JIB deals and communicates with 5,000 companies, their operatives and apprentices. Detailed computerised records are maintained, individually, on member companies, 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.
7. **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 800,000 ECS Health, Safety and Environmental Assessments delivered.

These are only some of the activities carried out by the JIB. It has now been in operation for over 50 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 debarred 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) "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 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 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 Chairman shall have power to impose immediate suspension on the participant pending the said meeting if, using absolute discretion, the Chairman 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 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 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 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.(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 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 such a circumstance, the Chairman 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 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 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 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 their 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 their opinion (which shall be conclusive) involve any matters of urgency and of exceptional importance to the Industry.
56. The Chairman 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 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 a 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 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 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 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.

National Working Rules for the Electrical Contracting Industry

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EQUALITY ACT 2010

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.

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, Mediation 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 The JIB is founded on the principle of direct-employment. The signatory parties affirm their commitment to this principle.
- 1.1.2 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.
- 1.1.3 All employer members must ensure that their eligible operatives have access to the Benefits specified in Section 9 of the JIB Handbook.
- 1.1.4 All employer members must offer the facility to be registered with ECS and graded by the JIB to all relevant employed operatives. The rejection of this facility by an operative must be formally notified to the JIB.

- 1.1.5 All disputes affecting the employment of registered 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.
- 1.1.6 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.
- 1.1.7 A Code of Best Practice for the Employment of Operatives has been developed to provide a guide as to the recommended processes and procedures that should be applied by employer members when considering employing an individual. This Code, which contains a statement on blacklisting, is contained within Section 7.1.
- 1.1.8 JIB members recognise the benefit of employing apprentices in creating and sustaining a skilled and competent workforce.

Apprentices undertaking a JIB registered apprenticeship are recognised as achieving the industry standard as skilled operatives following the successful completion of training and practical performance assessment. This training provides the foundations for the future of the industry.

- 1.1.9 The JIB believes that employers should be committed to supporting, developing and promoting diversity and equality in all employment practices and activities.

There is a template Equal Opportunities Policy which may be used by JIB member companies on the JIB website available for download.

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 their work; 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)

These rates of pay apply to all JIB graded operatives and apprentices.

6.1 National Standard Rates

6.1.1 National Standard Rates

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 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 are 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).

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 operatives who are transported to and from the job by their employer. Operatives shall also be entitled to a Mileage Rate when travelling in their own time, as detailed in National Working Rule 11.2.

6.1.1.2 Job Employed (Own Transport)

Payable to operatives who travel by their own means to and from the job. Operatives shall also be entitled to a Mileage Allowance, when travelling in their own time, as detailed in National Working Rule 11.2.

There is a separate rate to accommodate those few operatives who are employed permanently at the Shop and who do not work on site.

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 their 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 annual holidays (National Working Rule 13).

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.

From Monday 6th January 2025, the amount of responsibility money will increase from not less than 10p and not more than £1 per hour, to **not less than 50p and not more than £2 per hour**.

6.4 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.

6.5 Comp'Ex

Operatives who are in employment on a directly-employed basis from and including Monday 2nd January 2017 will have their Comp'Ex initial training course and renewal costs paid for by their employer, provided that the operative is working for the employer at the time of renewal. This is subject to the employer deeming the holding of a Comp'Ex qualification as a specific requirement of the operative's role.

For operatives already holding a Comp'Ex qualification on this date there is no obligation for the employer to pay the renewal costs upon expiration of the existing Comp'Ex qualification, unless the employer deems it to be a specific requirement of the operative's role.

From and including **Monday 2nd January 2023**, the JIB hourly rates for graded operatives and apprentices shall be:

(i) National Standard Rates

Grade	Job Employed		Shop Employed
	Transport Provided	Own Transport	
Site/Installation Technician Mechanical Technician Cable Installation Supervisor (or equivalent specialist grade)	£19.44	£20.44	£18.19
Approved Electrician Advanced Craftsperson Cable Foreman Approved Jointer (or equivalent specialist grade)	£17.20	£18.14	£15.93
Electrician Craftsperson Leading Cable Hand Jointer (or equivalent specialist grade)	£15.74	£16.73	£14.51
ECS Experienced Worker Cardholder Trainee Electrician (Stage 3) Mechanical Trainee (Stage 3)	£14.99	£15.90	£13.80
Trainee Electrician (Stage 2) Mechanical Trainee (Stage 2) Electrical Improver	£14.16	£15.08	£13.09
Trainee Electrician (Stage 1) Mechanical Trainee (Stage 1) Electrical Labourer Cable Hand	£12.50	£13.43	£11.21

	At College	At Work
Apprentice (Stage 4)	£11.30	£12.45
Apprentice (Stage 3)	£10.61	£11.59
Apprentice (Stage 2)	£7.49	£8.09
Apprentice (Stage 1)	£5.28	£5.73

(ii) London Rate

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

Grade	Job Employed		Shop Employed
	Transport Provided	Own Transport	
Site/Installation Technician Mechanical Technician Cable Installation Supervisor (or equivalent specialist grade)	£21.80	£22.87	£20.37
Approved Electrician Advanced Craftsperson Cable Foreman Approved Jointer (or equivalent specialist grade)	£19.25	£20.32	£17.84
Electrician Craftsperson Leading Cable Hand Jointer (or equivalent specialist grade)	£17.63	£18.75	£16.27
ECS Experienced Worker Cardholder Trainee Electrician (Stage 3) Mechanical Trainee (Stage 3)	£16.74	£17.81	£15.46
Trainee Electrician (Stage 2) Mechanical Trainee (Stage 2) Electrical Improver	£15.86	£16.88	£14.86
Trainee Electrician (Stage 1) Mechanical Trainee (Stage 1) Electrical Labourer Cable Hand	£14.02	£15.05	£12.57

	At College	At Work
Apprentice (Stage 4)	£12.66	£13.96
Apprentice (Stage 3)	£11.88	£12.98
Apprentice (Stage 2)	£8.22	£9.08
Apprentice (Stage 1)	£5.65	£6.42

From and including **Monday 1st January 2024**, the JIB hourly rates for graded operatives and apprentices shall be:

(i) National Standard Rates

Grade	Job Employed		Shop Employed
	Transport Provided	Own Transport	
Site/Installation Technician Mechanical Technician Cable Installation Supervisor (or equivalent specialist grade)	£20.80	£21.87	£ 19.46
Approved Electrician Advanced Craftsperson Cable Foreman Approved Jointer (or equivalent specialist grade)	£18.40	£19.41	£ 17.05
Electrician (inc Domestic Electrician) Craftsperson Leading Cable Hand Jointer (or equivalent specialist grade)	£ 16.84	£17.90	£15.53
ECS Experienced Worker Cardholder Trainee Electrician (Stage 3) Mechanical Trainee (Stage 3)	£16.04	£17.01	£14.77
Trainee Electrician (Stage 2) Mechanical Trainee (Stage 2) Electrical Improver	£15.15	£16.14	£14.01
Trainee Electrician (Stage 1) Mechanical Trainee (Stage 1) Electrical Labourer Cable Hand	£13.38	£14.37	£11.99

	At College	At Work
Apprentice (Stage 4)	£12.09	£13.32
Apprentice (Stage 3)	£11.44	£12.40
Apprentice (Stage 2)	£8.60	£8.66
Apprentice (Stage 1)	£6.40	£6.40

(ii) London Rate

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

Grade	Job Employed		Shop Employed
	Transport Provided	Own Transport	
Site/Installation Technician Mechanical Technician Cable Installation Supervisor (or equivalent specialist grade)	£23.33	£24.47	£21.80
Approved Electrician Advanced Craftsperson Cable Foreman Approved Jointer (or equivalent specialist grade)	£20.60	£21.74	£19.09
Electrician (inc Domestic Electrician) Craftsperson Leading Cable Hand Jointer (or equivalent specialist grade)	£18.86	£20.06	£17.41
ECS Experienced Worker Cardholder Trainee Electrician (Stage 3) Mechanical Trainee (Stage 3)	£17.91	£19.06	£16.54
Trainee Electrician (Stage 2) Mechanical Trainee (Stage 2) Electrical Improver	£16.97	£18.06	£15.90
Trainee Electrician (Stage 1) Mechanical Trainee (Stage 1) Electrical Labourer Cable Hand	£15.00	£16.10	£13.45

	At College	At Work
Apprentice (Stage 4)	£13.55	£14.94
Apprentice (Stage 3)	£12.71	£13.89
Apprentice (Stage 2)	£8.80	£9.72
Apprentice (Stage 1)	£6.40	£6.87

From and including **Monday 6th January 2025**, the JIB hourly rates for graded operatives and apprentices shall be:

(i) National Standard Rates

Grade	Job Employed		Shop Employed
	Transport Provided	Own Transport	
Site/Installation Technician Mechanical Technician Cable Installation Supervisor (or equivalent specialist grade)	£21.84	£22.96	£20.43
Approved Electrician Advanced Craftsperson Cable Foreman Approved Jointer (or equivalent specialist grade)	£19.32	£20.38	£ 17.90
Electrician (inc Domestic Electrician) Craftsperson Leading Cable Hand Jointer (or equivalent specialist grade)	£17.68	£18.80	£16.31
ECS Experienced Worker Cardholder Trainee Electrician (Stage 3) Mechanical Trainee (Stage 3)	£16.84	£17.86	£15.51
Trainee Electrician (Stage 2) Mechanical Trainee (Stage 2) Electrical Improver	£15.91	£16.95	£14.71
Trainee Electrician (Stage 1) Mechanical Trainee (Stage 1) Electrical Labourer Cable Hand	£14.05	£15.09	£12.59

	At College	At Work
Apprentice (Stage 4)	£12.69	£13.99
Apprentice (Stage 3)	£11.92	£13.02
Apprentice (Stage 2)	£8.60	£9.09
Apprentice (Stage 1)	£6.40	£6.44

ii) **London Rate**

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

Grade	Job Employed		Shop Employed
	Transport Provided	Own Transport	
Site/Installation Technician Mechanical Technician Cable Installation Supervisor (or equivalent specialist grade)	£24.50	£25.69	£22.89
Approved Electrician Advanced Craftsperson Cable Foreman Approved Jointer (or equivalent specialist grade)	£21.63	£22.83	£20.04
Electrician (inc Domestic Electrician) Craftsperson Leading Cable Hand Jointer (or equivalent specialist grade)	£19.80	£21.06	£18.28
ECS Experienced Worker Cardholder Trainee Electrician (Stage 3) Mechanical Trainee (Stage 3)	£18.81	£20.01	£17.37
Trainee Electrician (Stage 2) Mechanical Trainee (Stage 2) Electrical Improver	£17.82	£18.96	£16.70
Trainee Electrician (Stage 1) Mechanical Trainee (Stage 1) Electrical Labourer Cable Hand	£15.75	£16.91	£14.12

	At College	At Work
Apprentice (Stage 4)	£14.23	£15.69
Apprentice (Stage 3)	£13.35	£14.58
Apprentice (Stage 2)	£9.24	£10.21
Apprentice (Stage 1)	£6.40	£7.21

Guidance on the National Minimum Wage/National Living Wage

National Minimum/Living Wage	
	From 1st April 2024
Aged 23 and over (National Living Wage)	£11.44 (previously £10.42) per hour
Aged 21 – 22 (National Living Wage)	£11.44 (previously £10.18) per hour
Aged 18 – 20	£8.60 (previously £7.49) per hour
Aged Under 16 – 17	£6.40 (previously £5.28) per hour
Apprentices under 19, or over 19 and in first year of apprenticeship	£6.40 (previously £5.28) per hour

IMPORTANT NOTE

Apprentices outside of the first year of their apprenticeships and over 19 years of age are entitled to the **higher** of:

- the National Minimum Wage/National Living Wage for their age in the table above.
- the JIB wage rate for the grade.

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 normal finishing time, is called upon to return to work before the next normal starting time, they 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 *Regulation 7 of the Working Time Regulations 1998 requires:*

(a) *The employer to ensure the operative has a valid health assessment before taking up nightwork.*

Or

(b) *In the absence of a valid health assessment, the operative is given the opportunity of a free health assessment.*

And

(c) *Following the commencement of nightwork the operative is given 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 33⅓% 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 the 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 (ie to work any five days out of seven) shall:

- 9.7.1 be paid their 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 at the Shop from which entitlement to the Mileage Allowance and Mileage Rate 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. MILEAGE RATE AND ALLOWANCE, 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

Where an employer provides transport free of charge, operatives and apprentices provided with such transport shall not be entitled to a Mileage Allowance. The provision of transport will be satisfied by an employer issuing a periodic travel pass (eg Travelcard).

If the operative or apprentice agrees to use their own car for business use then the appropriate insurance cover must be in place.

An operative or apprentice who considers that the transport provided by their employer is unsuitable may pursue a complaint through the JIB Resolution Procedure.

11.2 Mileage Rate and Allowance

With effect from **Monday 2nd January 2017**, Travel Allowance and Travelling Time has been replaced by a Mileage Allowance and a Mileage Rate.

Operatives and apprentices 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 to the job shall receive a:

- (i) Taxable Mileage Rate for those operatives and apprentices for whom transport is provided; or
- (ii) Non-taxable Mileage Allowance for operatives and apprentices using their own transport from the Shop to their place of work. This allowance will not be taxable because it is within HMRC Approved Mileage Allowance Payment (AMAP) Rates.

as per the tables below:

From and including the date shown:

Distance from Shop to Job	Mileage Allowance	Mileage Rate
	7th January 2019	7th January 2019
Up to 15 miles each way	Nil	Nil
Over 15 miles each way	22p per mile	12p per mile

From Monday 2nd January 2023, the calculation of the actual distance between the Shop and the Job will be by the fastest route on the RAC Route Planner. The Mileage Allowance and Mileage Rate are paid both ways. Guidance is available on the JIB website at www.jib.org.uk

For the avoidance of doubt, jobs under 15 miles from the Shop to the Job and vice versa will continue to receive no payment.

Examples:

Distance from Shop to the Job – up to 15 miles (each way)

Amount paid = nil

Distance from Shop to the Job – 18 miles (each way)

Amount paid = 36 miles at either 22p or 12p

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:

LODGING ALLOWANCE & RETENTION PAYMENTS

From and including Monday 2nd January 2023	
Lodging Allowance per night	£44.79 per night
Annual Holiday Retention Payments to a maximum of	£14.74 per night (£103.18 per week)
Weekend retention fees	£44.79 per night
From and including Monday 1st January 2024	
Lodging Allowance	£49.27 per night
Annual Holiday Retention Payments to a maximum of	£16.21 per night (£113.47 per week)
Weekend retention fees	£49.27 per night

Future increases to be based upon the industry formula of the movement in the Consumer Price Index.

The employer may use absolute discretion and 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 Mileage Allowance and Mileage Rates 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 to the job, Mileage Allowance or Mileage Rates 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 the actual fare and travelling time at ordinary rates from the Employer's Shop and when returning to the Employer's Shop except that when, of their own free will, the operative leaves the job within one calendar month from the date of arrival and in the cases where the operative 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.

NG An onerous journey will be both calculated and paid from the Shop to the Job.

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 their lodgings at a weekend under 11.4 but has to pay a retention fee for 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 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 two 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 operatives to work during the specified weekend leave period, the employer shall arrange for the operatives to 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 four 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, eg domestic illness.

11.5 Locally Engaged Labour

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

- NG (a) Upon engagement, the site upon which the operative is placed is formally their place of work and must be declared to comply with S1 of the Employment Rights Act 1996.*
- (b) When a redundancy situation occurs at the place where the employee was so employed (Employment Rights Act 1996) that place is, for the Shop recruited operative, the entire work area covered by the Shop of recruitment and, for the site recruited operative, the site of recruitment and selection for redundancy must be made on that basis; within the parameters of the Company's agreed selection procedures and the statutory rights of those concerned.*
- (c) It is advisable that an employer should make the points of law set out under (a) and (b) clear to the operative, particularly the site engaged operative, where work as a site recruited operative has been accepted.*

In the event of a dispute arising each case will be considered in the light of justice, equity and the merits of the individual case.

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).

13. ANNUAL HOLIDAYS

Operatives shall be entitled to payment for annual holidays as determined from time to time by the National Board. The annual holiday entitlement is 24 days.

When calculating holiday entitlement to comply with the appropriate Regulations certain additional payments must be taken into account. These will be the operative's 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:

- Mileage Rate
- 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 52 week period
- Payments applicable on certain NAEI projects
- Additional payments covering specific site circumstances agreed either locally or nationally
- Contractual overtime
- Contractual variations to hours in excess of the standard week

All annual and public holidays 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.

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 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 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. 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 Resolution Procedure.

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.

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 their operatives shall comply with the requirements of the law of safety, health and welfare.

It is the legal responsibility of every Employer to ensure, so far as is reasonably practicable, the health, safety and welfare at work of all workers 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 responsibility of every operative to observe their employer's policy statement on health and safety, to take reasonable care for the health and safety of themselves and of other persons who may be affected by their acts or omissions, to co-operate with their employer so far as is necessary to enable their employer to comply with any legal duty the employer 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.

16. PROHIBITION OF SPARE TIME WORKING

No operative shall carry out electrical work on their own account, or in their 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 their contract with their 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.

17.2.2.2 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.

17.2.2.3 To ensure that labour provided by an Employment Business meets the required standards and complies with the labour requested by a JIB Member Firm an Employment Business used by a JIB Member Firm must participate in the JIB's ECS Check for Employment Businesses. 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.

- 17.2.2.4 Any operatives supplied by a participating Employment Business to a JIB Member Firm must hold a current and valid ECS Card denoting the appropriate electrical discipline(s) and the standard of skills.
- 17.2.2.5 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.
- 17.2.2.6 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 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.

In the case that an operative's child aged under 18 or stillborn after 24 weeks of pregnancy passes away they will be entitled to Parental Bereavement Leave of up to two weeks.

The operative may also be eligible for Statutory Parental Bereavement Pay during their period of leave.

19. DISCIPLINARY PROCEDURE

19.1 Introduction

Employers must provide operatives with a formal written disciplinary procedure. This should be specific and clear and meet the standards set out in the Acas Code of Practice on Disciplinary and Grievance Procedures. The following is the standard expected from JIB members and will be applied in the absence of a company procedure.

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 relevant standards which include the employer's rules, the JIB National Working Rules and the requirements of the JIB grade.

Disciplinary processes can be stressful for all involved. Support services can be found on the JIB website.

19.2 Informal Action

It is important to resolve matters at the earliest opportunity. When an operative commits a minor infringement of the established standards of conduct or performance such as lateness, this should be dealt with informally with the aim of encouraging improvement. If the operative fails to show the required improvement, then consideration should be given to escalating the matter through the formal process.

19.3 Investigation and Process

Once a potential disciplinary matter comes to the attention of the employer, the employer should gather all facts and evidence without unreasonable delay.

The investigation needs to be conducted, where possible, by someone unconnected and not involved in the events under investigation. In smaller organisations this may not be possible.

In most circumstances this will involve conducting investigatory meetings with the operative and any witnesses to establish the facts of the case. Notes of the meetings should be taken and agreed and form part of the evidence. All available evidence needs to be gathered including witness statements. The extent of the investigation will depend upon the circumstances and seriousness of the case.

There is no statutory right for an employee to be accompanied at a formal investigatory meeting, however, it can be considered (see 19.3.5).

19.3.1 Suspension with pay

Serious disciplinary allegations may be considered sufficient to merit suspension with pay whilst investigation takes place. The suspension should be as brief as possible and kept under review and it should be stressed it is not an assumption of guilt or a disciplinary sanction. Operatives suspended should be kept informed of progress.

19.3.2 Investigation outcome

As a result of the investigation the employer may determine:

- (a) there is no case to answer
- (b) the matter is appropriately dealt with by training or under other procedures; or
- (c) there are sufficient grounds for convening a formal meeting

The employer must not issue warnings or dismissal at the investigatory stage. The operative should be informed of the outcome of the investigation as soon as possible.

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.

19.3.3 Arranging a disciplinary meeting

Where it has been determined, following investigation, that the matter should proceed to a disciplinary meeting, the employer should write to the operative detailing:

- the alleged misconduct or poor performance
- the arrangements (i.e., date, time, and place)
- the operative's right to be accompanied
- any written evidence, which should include witness statements
- possible consequences. If the meeting may result in the operative's dismissal, then this should be clearly stated
- a request for the submission of any documents from the operative in advance of the meeting.

The disciplinary meeting should be held without unreasonable delay whilst allowing sufficient time for the employee to prepare their case.

If an operative or their chosen companion is not available at the time proposed, the employer must postpone the meeting to a mutually convenient time proposed by the operative, which must be no more than five working days after the date originally proposed.

19.3.4 **Right to be accompanied**

When a formal disciplinary or appeal meeting is to be convened, the operative must be advised of the right to be accompanied by:

- a trade union official employed by the trade union; or
- a trade union representative certified or trained in acting as a companion (e.g., Shop Stewards); or
- a work colleague

The companion is permitted to:

- address the meeting to put and sum up the case
- confer with the operative during the meeting
- assist the operative where necessary
- respond on behalf of the operative to any views expressed.

The companion is not permitted to:

- answer questions on the operative's behalf
- prevent the employer from expressing their case; or
- to address the meeting if the operative does not want it.

19.3.5 **Apprentices**

For Apprentices, one or both parents / guardians can be invited to attend the meeting as well as the companion where appropriate.

19.3.6 **Reasonable adjustments**

Employers must make reasonable adjustments where appropriate for operatives with protected characteristics, defined within the Equality Act (2010): age, gender reassignment, being married, or in a civil partnership, being pregnant or on maternity leave, disability, race including colour, nationality, ethnic or national origin, religion or belief, sex, and sexual orientation.

This might mean allowing someone else to attend, for example a support worker or someone with knowledge of the support required and its effects.

19.3.7 **Managing delays**

Where an operative is persistently unable or unwilling to attend a disciplinary meeting without good cause the employer should inform the operative that they will decide on the evidence available.

19.3.8 **Raising a grievance during a disciplinary process**

Where an employee raises a grievance during a disciplinary process, the disciplinary process may be suspended to deal with the grievance. Where the grievance and disciplinary cases are related it may be appropriate to deal with both issues concurrently.

19.3.9 Criminal offences outside employment

If an employee is charged with or convicted of a criminal offence this is not normally in itself reason for disciplinary action. Consideration needs to be given to what effect the charge or conviction has on the employee's suitability to do the job and their relationship with their employer, work colleagues and customers. Please seek advice from the JIB if needed.

19.3.10 Conducting the disciplinary meeting

A disciplinary meeting should be held in private. Notes (preferably by somebody unconnected with the case) should be taken and agreed.

The appointed manager should present the alleged misconduct or poor performance and go through the evidence.

The operative should be asked to respond to the allegation and can state their case. They should be given an opportunity to ask questions, present evidence, and call witnesses. The operative should also be given the chance to raise points about any information provided by witnesses.

Witnesses should be asked to attend at a relevant time to present their evidence and be available for questions from the employer and operative.

When both parties have summarised their case then the manager should adjourn to consider the decision.

19.3.11 Decision

The appointed manager must then consider the evidence and decide on a reasonable outcome. It is possible that further investigation may be needed if new evidence has been submitted at the meeting. If it is, then the disciplinary meeting should be adjourned and re-convened once the additional information has been gathered.

On occasion it may not be possible to make the decision on the day. In all circumstances the decision must be confirmed in writing.

19.3.12 Disciplinary action

In general, formal disciplinary action takes the following order:

- first 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.

19.3.13 Disciplinary outcome letter

The outcome letter should include:

- the misconduct or poor performance
- 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 right to appeal, the name of the person to whom the written grounds of appeal should be addressed and the 5 working days' time limit of appeal.

The appeal manager should be somebody who is unconnected to the events and has not been involved with the case. 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 whilst it remains live.

If prior warnings have not resulted in the desired improvement, then the employer may re-instigate the disciplinary procedures as set out above (from section 19.3 onwards).

19.3.14 Dismissal

Where, following a disciplinary meeting, the decision is to dismiss an operative, this decision should only be taken by the appointed manager.

The reason for dismissal must be sent in writing as soon as possible. This letter should state:

- the reason(s) for dismissal
- the date on which the employment contract will end
- the period of notice, and any other payments including accrued holiday pay (where applicable)
- the right to appeal, the name of the person to whom the written grounds of appeal should be addressed and the time limit of 5 working days.

19.3.15 Gross misconduct

Gross misconduct is generally seen as misconduct serious enough to justify dismissal without notice despite the 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 their own time whilst in employment (NWR.16).

In the event of alleged potential gross misconduct, the employer should investigate (see 19.3), having given consideration as to whether it is appropriate to suspend the operative until a disciplinary meeting (See 19.3.1).

19.3.16 Appeal meeting

If the operative appeals, then the employer should write to the operative detailing the appeal meeting arrangements. The operative should be informed of the right to be accompanied (see 19.3.4, 19.3.5 and 19.3.6) If the appeal is not allowed to proceed because it is out of time, the employer should write to the operative stating this.

Where an operative is persistently unable or unwilling to attend an appeal meeting without good cause, the employer should inform the operative that they will decide on the evidence available.

The appeal manager should ensure that everybody is aware of the grounds of appeal and 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 meeting together with an explanation of why it was not presented earlier.

Notes (preferably by somebody unconnected with the case) should be taken and agreed. The operative or companion should be invited to explain the ground(s) of appeal. Questions should be asked to ensure clarity on all the points being made.

If appropriate, the appeal meeting may be adjourned to investigate further.

Once the questioning has been completed, the operative should have the opportunity to sum up.

19.3.17 Appeal decision

The person conducting the appeal should consider the evidence and decide on the outcome. Consideration must be given to factors such as the seriousness of the offence and a consistent approach to disciplinary sanctions.

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 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 Resolution procedure

If an operative is not satisfied with the appeal outcome, the JIB offers mediation, conciliation, and a formal process to support employers and operatives resolve issues which have not been satisfactorily concluded through the exhaustion of the company's internal procedures. Please refer to Section 3 for further details.

Please note that an application to an Employment Tribunal is a separate external process and can be pursued in parallel to the resolution procedure. If an individual proposes to submit a claim to the Employment Tribunal, they are advised to speak to Unite the Union and the JIB.

20. GRIEVANCE PROCEDURE

20.1 Introduction

Grievances are concerns, problems, or complaints that operatives raise with their employers. Employers need to provide operatives with a formal written grievance procedure. This should meet the standards set out in the Acas Code of Practice on Disciplinary and Grievance Procedures. The following is the standard expected from JIB members and should be applied in the absence of a company procedure.

20.2 Collective grievances

Collective grievances are grievances raised on behalf of two or more colleagues and should be managed in accordance with the organisation's collective grievance process. In the absence of an internal process an organisation is recommended to follow the principles outlined in this procedure.

Collective grievances that are not resolved through the exhaustion of a company's internal process can be escalated to the JIB resolution procedure. The JIB resolution procedure can only be used once a guarantee of normal working has been given. If a dispute is raised the status quo is maintained until a resolution is agreed or the procedure is exhausted.

20.3 Informal action and Process

When an operative has a grievance relating to their employment, it may initially be raised with the line manager with the aim of resolving the matter informally. It is beneficial to resolve issues at the earliest opportunity to prevent escalation. This may include mediation.

The formal grievance procedures should be applied 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.

20.3.1 Submitting a formal grievance

An operative wishing to raise a formal grievance should do so in writing, without unreasonable delay, to the employer setting out the nature of the grievance and if possible, desired outcomes.

Once a grievance has been raised, the employer will need to organise a formal meeting without unreasonable delay to understand the issues in the grievance.

The person holding the grievance meeting should not be the subject of the complaint. If the organisation's size will not allow this, then the grievance should be heard impartially and constructively.

20.3.2 Right to be accompanied

When a formal grievance or appeal meeting is to be convened, the operative must be advised of the right to be accompanied by a chosen representative (see 19.3.4; for apprentices see 19.3.5 and for reasonable adjustments see 19.3.6).

20.3.3 Invitation to grievance meeting

The employer should write to the operative informing them of:

- the arrangements, time, date, and location
- the right to be accompanied (see 19.3.4)
- any documented evidence that will be referenced should be enclosed.
- a request for the operative to submit any documentation.
- where an operative is persistently unable or unwilling to attend a grievance meeting without good cause the employer may decide on the evidence available.

20.3.4 Grievance meeting

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

The operative should be invited to explain their grievance together with any suggestion on how it could be resolved.

20.3.5 Grievance investigation

The meeting may be adjourned and reconvened if necessary to allow further investigation. This may involve meeting with the respondent and any witnesses. Notes should be taken and agreed at these meetings. It may also involve gathering written evidence to establish the facts of the case. Following the meeting and any required further investigation, the person conducting the meeting must consider the evidence and decide on the grievance.

20.3.6 Grievance outcome

Decisions should be communicated to the employee, in writing, without unreasonable delay. The employee should be informed of

- reasons for the decision
- actions and timescales to resolve grievance (where appropriate)
- the details of the appeals procedure including the name of the person to whom they should appeal in writing and the time limit, 5 working days for submitting the grounds of appeal in writing

20.3.7 Submitting an appeal

Where an employee feels that their grievance has not been satisfactorily resolved they should appeal. They should let their employer know the grounds for their appeal in writing within 5 working days, submitting any further evidence.

20.3.8 Arranging an appeal meeting

The employer should write to the operative if the appeal is not to proceed or with the appeal meeting arrangements, which should be held without unreasonable delay. The operative should be informed of the right to be accompanied (see 19.3.4 and 19.3.5).

Where an operative is persistently unable or unwilling to attend an appeal meeting without good cause, the employer should inform the operative that they may decide on the evidence available.

A more senior person who is unconnected with the grievance 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.

20.3.9 Conducting an appeal meeting

After introductions, the appeal manager should invite the operative or their companion to fully set out the grounds of the appeal. The employer can question the points raised to ensure clarity.

If appropriate, the appeal meeting should be adjourned to investigate further.

Notes (preferably by somebody unconnected with the case) should be taken and agreed.

20.3.10 Appeal decision

The person conducting the appeal meeting should consider the evidence and make their decision considering whether the original decision was reasonable based on the evidence available.

The operative should be notified of the appeal decision in writing as soon as possible. The letter should include the reasons for the decision and any actions to be taken as a result, as well as stating that this is the final stage of the internal company grievance procedure.

20.4 Resolution procedure

If an operative is not satisfied with the appeal procedures, the JIB offers mediation, conciliation, and a formal process to support employers and operatives to resolve issues which have not been satisfactorily concluded through the exhaustion of the company's internal procedures. Please refer to Section 3 for further details.

Please note that an application to an Employment Tribunal is a separate external process and can be pursued in parallel to the Resolution Procedure. If an individual proposes to submit a claim to the Employment Tribunal, they are advised to speak to Unite the Union and the JIB.

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.

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.

GUIDE TO THE JIB RESOLUTION PROCEDURE

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GUIDE TO THE JIB RESOLUTION PROCEDURE

1. INTRODUCTION

This procedure is a free, voluntary, and confidential service to support the resolution of individual and collective issues. It encourages early intervention through conciliation and mediation to support constructive and meaningful solutions. There is also an option of resolving disputes through a formal procedure.

2. SCOPE

This is an inclusive procedure which has no qualifying period and is open to operatives who are:

- directly employed under the terms and conditions of the JIB Agreement.
- JIB registered apprentices

The issues that can be raised through this process are:

- a) **Dismissals** (National Working Rule 19): Dismissals will also include redundancy appeals (see Section 6). Operatives should apply if they are seeking reinstatement of re-engagement.
- b) **Grievances** (National Working Rule 20): This includes unlawful deduction of wages, breaches of the Handbook, individual and collective grievances. Operatives should apply if they are seeking to recover underpayments.

This procedure will not deal with discrimination, blacklisting, harassment, health and safety, whistleblowing, TUPE or Trade Union membership claims (irrespective of whether they are linked to a dismissal or grievance).

This procedure can only be used once a guarantee of normal working has been given. If a dispute is raised the status quo is maintained until a resolution is agreed or the procedure is exhausted.

3. REPRESENTATION

ECA and Unite are the only organisations recognised to represent the relevant parties. This does not prevent a representative such as a work colleague, family member or friend, although legal representatives will not be permitted.

4. RESPONSIBILITIES

It is the responsibility of all parties to remain respectful and courteous throughout the process.

5. CONCILIATION AND MEDIATION

Conciliation and mediation are voluntary, but it is expected that both parties give serious consideration to these options.

a) Conciliation

Conciliation is conducted by an independent, experienced conciliator, and is available and recommended at any stage of a dispute including as an early intervention. A Conciliator is appointed once an issue is raised with the JIB and they will be responsible for consulting and encouraging the parties to consider conciliation.

Conciliation is a proactive process, whereby a conciliator will make recommendations to help resolve the issue. This can be conducted over the phone, by email or using video conferencing. When the parties agree on an outcome which requires a written agreement this is produced by the conciliator or Acas and provided to the parties to sign and return.

b) Mediation

Experienced mediators are also available to facilitate employers and operatives to explore options for resolution. Mediation is a confidential process where a neutral, non-judgemental independent mediator brings together the parties in dispute in a safe environment to facilitate open and honest dialogue.

Mediation is a more structured process. The mediator will initially contact each party separately by phone to explain the process, answer any questions and support preparation for mediation. The mediator does not share information from these individual meetings with the other party.

On the date of the mediation the mediator meets with the parties separately to prepare them for the joint meeting. At the joint meeting, the mediator does not offer solutions but assists the parties to resolve any outstanding issues together.

The mediator supports the progression of the conversation to constructive resolution where both parties agree an outcome. A mediation agreement is determined by the parties and produced by the mediator or Acas following the meeting for the parties to sign and return.

6. COLLECTIVE GRIEVANCES

For collective grievances, the operative representing the claim is referred to as the Lead Operative. Collective applications can also be completed and submitted by a Unite Official. The JIB application form must be fully completed with the names of all the operatives involved in the dispute.

7. FORMAL PROCEDURE

The following steps set out the formal procedure.

a) Timeframe for applying

A fully completed application form, with accompanying documentation, must be submitted within 3 months of the dismissal or event giving rise to the dispute.

The procedure can only be accessed once the company's internal procedures have been exhausted. If this means that the time limits will not be met, then an application form must be submitted, and the application will be paused to allow the internal process to conclude.

b) Late applications

Only in exceptional circumstances will late applications be considered by a member of the JIB Industrial Relations Team, in consultation with nominated persons from ECA and Unite the Union, and their collective decision is final.

c) Company Response

Upon receipt of the application form, the JIB will immediately send a copy with the accompanying paperwork to the respondent company and, where agreed the ECA's Employee Relations Department with a request to complete a Respondent's Reply Form (RRF).

d) Referral to nominated representatives of the ECA and Unite the Union

Upon receipt of RRF a copy of all documentation will be sent to nominated representatives of the ECA and Unite the Union, who will be members of the National Board, for their joint consideration as to whether the claim should be allowed to proceed. There is no absolute right to a Hearing. Discretion lies solely with them.

If the nominated representatives decide that the case presented does not have a reasonable chance of success, the reasons why the Application was rejected will be conveyed to the parties in writing.

There is a right of appeal. Nominated representatives of the ECA and Unite the Union, who will be members of the National Board but not previously involved in the case, will consider where there are sufficient grounds of appeal to justify a Hearing. For the avoidance of doubt, this is the final stage of the process if the claim is rejected. For redundancy/dismissal claims those with less than two years' service, there is no right to appeal.

e) Setting up mediation and a resolution hearing

Upon receipt of the RRF and with agreement from both parties, a mediation meeting to include the operative, the company and their representative(s) (where applicable) together with a mediator(s) will be organised.

At the same time, the JIB will arrange a provisional date for a resolution hearing which will be set within 4-6 weeks of receipt of the RRF.

Mediation (and conciliation) are available at any stage of the procedure.

f) Resolution hearing

The resolution hearing comprises of two panelists, one from the ECA and one from Unite who are not involved in the dispute. Both members act independently on behalf of the JIB and the industry to ensure that an appropriate decision is made based on the evidence. The role of Chair and Deputy will alternate between the parties. A JIB officer will act as secretary to the hearing and advise on the procedure.

g) Paperwork and preparation for the hearing

The JIB must receive all documentation at least 2 weeks prior to the hearing. Any paperwork or evidence submitted after this date will only be accepted with the consent of the panellists appointed to the resolution hearing. The JIB is responsible for preparing and circulating a complete set of paperwork to the operative, company and their representatives ahead of the hearing.

h) Witnesses and costs

Both parties can submit a list of witnesses and their written statements 2 weeks prior to the hearing. The panellists have responsibility for reviewing and agreeing the witnesses that should attend the hearing. The parties to the dispute are responsible for ensuring that the witnesses they require to support their cases attend the hearing. The JIB does not pay any costs to the parties, their representatives, or their witnesses.

8. THE HEARING

Resolution hearings are held in private, and matters discussed are confidential. The Chair of the hearing will open proceedings by asking for introductions of those present and clarifying roles. The procedure will then be explained in full. This will include the following:

a) The issues

The Chair will clarify the issues with the parties at the outset. If issues in the application form have been settled the Chair will clarify that they will only hear the outstanding matters.

b) Witness evidence

The operative, the company and their representatives will be present throughout the hearing. Witnesses will attend to provide their evidence.

The Chair will invite the parties to ask questions of the witnesses.

c) Presentation of complaint and reply

The operative(s) and the company (or their representatives) will be asked to present their cases and call upon any witnesses to make statements. The panellists of the hearing can ask questions at any time to clarify points. Both parties will be invited to ask questions at the appropriate time.

d) Summing up

It is optional to provide a summary, but it should be noted that there is no opportunity to question the final statement and no new evidence can be submitted.

e) Conclusion of the hearing

Once the panellists are satisfied that it does not require any further points of clarification, the parties will leave whilst they deliberate.

f) Decision

It is the aim of the hearing to reach a decision on the day. If it is not possible then the parties will be informed of the timescale of the decision. A written decision will follow, usually within 7 days, which will include the outcome, the reasons for the decision, the appeals process and the remedy, if appropriate.

9. OUTCOMES

The panellists will decide on one of the following outcomes:

For dismissal claims:

a) Confirmation of dismissal; or

b) **Re-engagement** on a specified date, without continuity of employment, which means in practice that the operative would return to work with the company (or subsidiary company) under a new contract of employment; or

c) **Reinstatement** with continuity of employment without loss of pay, which means that the operative returns to work with full restoration of notice and redundancy rights, plus wages for the period from the dismissal and return to work and any other benefits. The panellists

will consider any monies paid by the employer and deduction of money earned in the post dismissal period; or

- d) **Compensation** may be provided if b and c are not reasonably practicable. This would be wages from the date of the dismissal to the date of the resolution hearing. Redundancy payments if appropriate, pay in lieu of notice and holiday pay due to the operative and not paid should also be made. Any payment(s) previously made to the operative such as those detailed shall be deducted from the final amount.

For grievance claims:

The application form should detail the calculation of the difference between the amount which an individual is entitled under their contract and the National Working Rules and the amount which they have received.

Applications must be made within three months of the date of which the money due should have been paid, or the date of the underpayment.

Where there is a series of deductions, applications can date back two years from the date of the application. Breaks in this series (when an individual received the correct pay) will only allow an individual to go back as far as the break.

10. APPEAL

If the matter is being pursued through the Employment Tribunal, there is no right to appeal. The only grounds of appeal which will be accepted are:

- there was error in the application or interpretation of the JIB Agreement
- the decision was one which could not have been reasonably reached on the evidence before it.

The grounds of appeal should be sent within five working days to the JIB who will ensure the administration is complete and refer the matter to a National Appeals Committee.

a) National Appeals Committee

The appeal is heard by the National Appeals Committee which comprises a representative of ECA, a Unite representative and the Chair of the JIB (or delegate). The hearing takes the format of the resolution hearing as detailed above. This decision is final and binding.

b) Failure to comply

Failure to comply with a decision to re-engage or reinstate will result in the reconstitution of the resolution panel to consider the reasons, with or without the parties in attendance. This could include an additional award of up to 52 weeks' pay if the respondent fails to abide by the resolution panel decision.

11. SUPPORT

For advice and guidance on the process please contact the JIB's Industrial Relations Department, or Unite the Union (email: electricalmechanicalcombine@uniteunion.org) and ECA, Employee Relations Department (email: employeerelations@eca.co.uk, Tel: 0207 313 4800)

Grading Definitions

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1. GRADING DEFINITIONS

1.1 INSTALLATION/MAINTENANCE ELECTRICIAN

1.1.1 Grade: Electrician

Qualifications and Training

Must satisfy one of the following conditions:

- (1) Have successfully completed a registered apprenticeship in the relevant occupational discipline, or undergone some equivalent method of training, and have had practical training in electrical installation work
or
- (2) Have obtained the full requirements, including all knowledge and performance assessments, of the Level 3 NVQ in Electrotechnical Services (Electrical Installation Buildings & Structures), the Level 3 NVQ diploma in Installing Electrotechnical systems and equipment (buildings, structures and the environment) or the Level 3 Electrotechnical Qualification (Installation) Apprenticeship Standard (or approved equivalent), plus the industry assessment of occupational competence (the AM2)
or
- (3) Have completed the JIB Mature Candidate Assessment including the AM2, or the Level 3 Electrotechnical Experienced Worker Qualification including the AM2E.

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, the Electricity at Work Regulations 1989, and the Construction Industry Safety Regulations.

1.1.2 Grade: Approved Electrician

Qualifications and Training

Must satisfy the following conditions:

- (1) Must have fully met the requirements for the grade of Electrician as an Installation or Maintenance Electrician.
- (2) Must have had two years' experience working as an Installation or Maintenance 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:
 - The NET Advanced Assessment of Competence (AAC) (see Note 1)
or
 - The Level 3 Certificate in the Certification of Electrical Installations (inspection, testing and certification of electrical installations) (see Note 2)
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 3)
or
- From 1st January 2017 the following qualifications will be accepted for new grading applications as an Approved Electrician (see Note 4)
 - The C&G 2391-52 Level 3 Award in Inspection and Testing OR Both the C&G 2391-50 Level 3 Award in Initial Verification AND the C&G 2391-51 Level 3 Award in Periodic Inspection

Alternatively

- The EAL Level 3 Award in Electrical Installation Inspection, Testing, Certification and Reporting OR Both the EAL Level 3 Award In the Initial Verification and Certification of Electrical Installations and the EAL Level 3 Award In the Periodic Inspection, Testing and Certification of Electrical Installations

Alternatively

- The LCL Awards Level 3 Award in the Initial Verification, Periodic Inspection Testing, Condition Reporting and Certification of Electrical Installations OR Both the LCL Awards Level 3 Award in the Initial Verification and Certification of Electrical Installations AND the LCL Awards Level 3 Award in the Periodic Inspection Testing, Condition Reporting and Certification of Electrical Installations.

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.

Note 1: The AAC is available as a pathway for new grading applications as "Approved".

Note 2: 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) awarded before 1st September 2013 do not need to attain the new qualifications. 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.

Note 3: Both the qualifications are needed to cover the full scope of Inspection and Testing. 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 contain common theory elements within them. Given the level of training undertaken by ECS cardholders, the relevant theory element only needs to be passed once. These qualifications should be considered to be two parts of the same qualification.

Note 4: Previously recognised 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.

Note 5: The following qualifications undertaken in Scotland also demonstrate the competence in Inspection and Testing under 1.1.2(3):

- SELECT Inspection and Testing of Electrical Installations
- SQA [SELECT] Customised Award in Inspection and Testing, including Periodic Inspection

Note 6: *For those completing a Domestic Electrician apprenticeship or qualification route, such as an Experienced Worker Assessment, the full Installation Electrician standard necessary for Approved Electrician grading will require successful completion of the Domestic Electrician bridging assessment to obtain the missing skills and complete the practical performance assessment. To achieve Approved Electrician grading, an individual will have needed to complete the bridging assessment to become an Installation or Maintenance Electrician and then subsequently have two years' experience working as an Installation or Maintenance Electrician.*

The employer will ensure that the cost of a first attempt at the AAC, or 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 IET Wiring Regulations for Electrical Installations, The Electricity Safety, Quality & Continuity Regulations as amended (so far as they deal with consumers' installations), the Electricity at Work Regulations 1989 and of any Regulations dealing with consumers' installations which may be issued, relevant statutory and British standards and Codes of Practice, and of the Construction Industry Safety Regulations.

1.1.3 Grade: Technician

Qualifications and Training

Must satisfy the following conditions:

- (1) Must have fully met the requirements for the grade of Approved Electrician.
- (2) Must have had five years' experience working as an Approved Electrician subsequent to the satisfactory completion of training and immediately prior to the application for this grade.
- (3) Must have obtained:
 - A higher technical qualification (the City & Guilds "C" Course Certificate, a Level 4 technical certificate in Building Services Engineering with an electrical installation bias (such as an HNC or approved equivalent)
 - or
 - A recognised BS7671 course in Design and Verification of Electrical Installations.

- (4) There are two categories of Technician for which an Approved Electrician can apply. This is either Site Technician or Installation Technician and the requirements for each are set out below.

(a) Site Technician

Must have at least 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.

(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 their value to the employer would be as if they were qualified as a Technician under (a) above.

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.

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.

1.2 DOMESTIC ELECTRICIAN

1.2.1 Grade: Domestic Electrician

Qualifications and Training

Must satisfy one of the following conditions:

- (1) have successfully completed a registered apprenticeship in the relevant occupational discipline (Domestic Electrician), or
- (2) Have obtained the full requirements, including all knowledge and performance assessments, of the Level 3 Domestic Electrician Experienced Worker Assessment including the EWA qualification and AM2ED.

Duties

Must be able to install and maintain electrical services, undertake initial verification and testing of work, all within a domestic setting, 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, the Electricity at Work Regulations 1989, the Building Regulations 2010, and construction industry safety regulations.

1.3 TRAINEE ELECTRICIANS (STAGES 1, 2 and 3)

For details on the definitions of Trainee Electricians please see Section 8.

1.4 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 how 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 a 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 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).

1.5 ELECTRICAL LABOURER

Grading applications for Electrical Labourer will need to comply with the minimum qualification and health and safety assessment requirements as set out on the ECS website.

Electrical Labourers may be employed to do unskilled work under supervision or assist in the installation of cables in accordance with Section 5.1 – Cable Agreement. Electrical Labourers may be used to execute any unskilled portion of the work and to assist skilled electrical operatives to erect tray work and supports etc. connected with tray work for cables, to fix brackets and to clip cables.

Nothing in these rules should be taken to imply that Electrical Labourers must be employed where there is not sufficient unskilled work to justify their employment, nor to prevent skilled electrical operatives from doing a complete electrical installation job including the unskilled elements in these circumstances. There shall be employed in total no more than one Electrical Labourer to four skilled JIB graded operatives. For cable gangs the ratio may be adjusted to suit the requirements of the particular work being undertaken.

Reference to pair working removed from this grading definition is contained within the Notes of Guidance for the Cable Agreement available on the JIB website.

1.6 CABLING

1.6.1 Grade: Cable Hand

Any Operative filling this position will be working towards the qualification that leads to the grade of Leading Cable Hand.

Cable Hands may be employed to do unskilled work under supervision or assist in the installation of cables in accordance with Section 5.1 – Cable Agreement. Electrical Labourers may be used to execute any unskilled portion of the work and to assist skilled electrical operatives to erect tray work and supports etc. connected with tray work for cables, to fix brackets and to clip cables.

Applications for the grade of Cable Hand will need to have fully met the health and safety assessment requirements for the grade of Cable Hand (which are the same minimum health and safety assessment requirements for initial applications for the grade of Electrical Labourer) or have completed the health and safety unit contained within the approved VQ Level 3 for power supply and distribution cabling.

Equivalent Grade: Electrical Labourer

1.6.2 Grade: Leading Cable Hand

Operatives should have, as a minimum, at least four years' experience in a cable gang laying all types of cables, either underground or in racking, as appropriate and embrace the proper handling and cleating of the cable together with acceptable spacings and clipping placing requirements. Alternatively, the Operative may have the relevant experience as above and have obtained the NVQ Level 3 Electrotechnical Services (Installing and Inspecting Structured Cabling Systems) or other VQ Level 3 for power supply and distribution cabling as approved by the JIB. Successful achievement of the VQ Level 3 will qualify the operative to apply for an ECS gold card relevant to their JIB grade.

Initial applications for the grade of Leading Cable Hand will need to have fully met the health and safety assessment requirements for the grade of Cable Hand or have completed the health and safety unit contained within the approved VQ Level 3 for power supply and distribution cabling.

Equivalent Installation Grade: Electrician

1.6.3 Grade: Cable Foreman

Operatives should have, as a minimum, at least three years as a Leading Cable Hand, and be totally familiar with the IET Regulations regarding bending radii for various types and sizes of cable, embracing power control, instrumentation and special cables laid in ground or racks or cleats.

Alternatively, the Operative may have the relevant experience as above and have obtained the NVQ Level 3 Electrotechnical Services (Installing and Inspecting Structured Cabling Systems) or other VQ Level 3 for power supply and distribution cabling as approved by the JIB. Successful achievement of the VQ3 will qualify the operative to apply for an ECS gold card relevant to their JIB grade.

Initial applications for the grade of Cable Foreman will need to have fully met the health and safety assessment requirements for the grade of Leading Cable Hand or have completed the health and safety unit contained within the approved VQ Level 3 for power supply and distribution cabling.

Equivalent Installation Grade: Approved Electrician

1.6.4 Grade: Cable Installation Supervisor

Operatives must have, as a minimum;

- (a) 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,
- or

- (b) Exceptional technical skills, ability and experience beyond that of a Cable Foreman and whose value to the employer would be as if they were qualified as a Cable Installation Supervisor under (a) above, and with the support of their present employer, may be granted this grade by the JIB.

Alternatively, the Operative may have obtained the NVQ Level 3 Electrotechnical Services (Installing and Inspecting Structured Cabling Systems) or other VQ Level 3 for power supply and distribution cabling as approved by the JIB. Successful achievement of the VQ3 will qualify the operative to apply for an ECS gold card relevant to their JIB grade.

Initial applications for the grade of Cable Installation Supervisor will need to have fully met the health and safety assessment requirements for the grade of Cable Foreman or have completed the health and safety unit contained within the approved VQ Level 3 for power supply and distribution cabling.

Equivalent Installation Grade: Technician

1.7 NETWORK INFRASTRUCTURE

1.7.1 Grade: Network Infrastructure Trainee

The Network Infrastructure Trainee is for new entrants to the network infrastructure industry who are on an industry recognised training programme leading to a Network Infrastructure Installer (Gold Card).

A trainee is supervised through their training programme and complete under pinning knowledge and performance assessments prior to their final network infrastructure endpoint assessment.

Eligibility and requirements

To be eligible for the Network Infrastructure Trainee card, applicants must:

1. Provide evidence of the trainee training programme being undertaken and
2. Employer support the trainee programme plus

1.7.2 Grade: Network Infrastructure Installation Assistant

The Network Infrastructure Installation Assistant grade is for people working in the Network Infrastructure industry in a supportive role to assist other qualified staff with the installation of cables and other work under supervision.

Eligibility and requirements

To be eligible for the Network Infrastructure Installation Assistant grade, applicants must meet the criteria in either Route 1 or Route 2:

Route 1

Award in Communication Cabling at Level 2 (such as the City & Guilds Level 2 3666/3667/3668), or

Route 2

Have successfully completed the ECS Network Infrastructure Awareness Assessment

1.7.3 Grade: Network Infrastructure Installer (Level 3)

The Network Infrastructure Installer (Level 3) grade is for people who are qualified to the industry recognised level 3 qualification, and are installing and maintaining structured cabling systems for datacomms systems.

There are two Network Infrastructure Installer cards to recognise copper and fibre network infrastructure qualifications.

Work undertaken by people holding the Network Infrastructure Installer – Copper card typically includes the installation of structured cabling such as UTP, STP, FTP, Coaxial and general common copper data cables.

Holders of the Network Infrastructure Installer – Fibre card will typically undertake work on single-mode and multi-mode fibre cables.

A Network Infrastructure Installer will also carry out work on all necessary containment and associated connection units; installation of earthing and bonding cables, the fitting out of enclosures with structured cable termination equipment (connection units, hubs, switches, routers, patch panels etc).

Eligibility and requirements

To be eligible for an ECS Network Infrastructure Installer Level 3 card, applicants must meet the following criteria:

- (a) Meet ONE of the following criteria:
 - Level 3 industry recognised qualification in copper such as the BTEC Level 3 Advanced Award in Data Communications Cable Installation or the BTEC Level 3 in Certified Network Cable Installer (Copper)
 - Level 3 industry recognised qualification in Fibre such as the BTEC Level 3 Advanced Award in Data Communications Cable Installation or the BTEC Level 3 in Certified Network Cable Installer (Fibre)
 - City & Guilds Level 3 Certificate in Communications Cabling (3668-03)
 - EAL Level 3 Award in Telecoms, Fibre and Copper
 - Open Awards Level 3 Award in Copper Datacoms Cable Installation and Testing
 - Open Awards Level 3 Award in Fibre Optics Installation and Testing
 - Completion of the Experienced Worker Assessment Copper or Fibre
- (b) Employer statement confirming at least 12 months installation experience

1.7.4 Grade: Network Infrastructure Installer (Gold Card)

The ECS Network Infrastructure Installer grade is for data network installers that are qualified to the recognised industry Level 3 Network Infrastructure qualification and are installing, commissioning, and maintaining all aspects of copper and fibre structured cabling for network infrastructure systems.

Eligibility and requirements

To be eligible for the ECS Network Infrastructure Installer grade, applicants must:

- (a) Have successfully completed the industry level 3 Apprenticeship Standard, the Network Cable Installer Apprenticeship, or have previously met the requirements of the ECS

Advanced Datacomms Specialist full gold card (see requirements on the ECS website Card Types page), or the Copper and Fibre Network Infrastructure Experienced Worker Assessment.

- (b) Hold an employer statement or project reference confirming at least 12 months installation experience.

1.7.5 Grade: Network Infrastructure Advanced Installer

The ECS Network Infrastructure Advanced Installer grade is for data network installers that are qualified to the recognised industry Level 3 Network Infrastructure qualification and are installing, commissioning and maintaining all aspects of copper and fibre structured cabling for datacomms systems.

In addition, the Network Infrastructure Advanced Installer will have a working knowledge of services including IPCCTV, Access Control, Wireless, A/V and building management systems commonly run over network cabling.

The Network Infrastructure Advanced Installer card is a career progression from the Network Infrastructure Installer.

Eligibility and requirements

To be eligible for the Network Infrastructure Advanced Installer card, applicants must:

- (a) Have held or fully met the requirements for Network Infrastructure Installer Gold Card for at least 3 years.
- (b) Hold an additional Network Infrastructure Specialist CPD qualification in at least one specialist network infrastructure area that may include: AV, IP Security, Wireless and VOIP.

Note: Grades are only awarded as part of the ECS application processes which will as a minimum also require completion of the ECS Health, Safety and Environmental Awareness Assessment (or exemption where granted). For full details, please refer to the relevant Card Types page on the ECS website.

1.8 JOINTING

1.8.1 Grade: Jointer (up to and including 30th June 2021)

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 IET Regulations. In addition, the Jointer should be familiar with the requirements of the IET Regulations.

Equivalent Installation Grade: Electrician

1.8.2 Grade: Jointer (From and including 1st July 2021)

From 1st July 2021 onwards, initial applications for the JIB grade of Jointer must satisfy the following conditions:

- a) Must have completed a registered Apprenticeship or undergone some equivalent method of training and/or industry accreditation and experience, and have had practical training in LV (and where relevant MV and HV – see duties below) electrical installation work; and
- b) Must have passed the NET Assessment of Occupational Competence in LV Cable Jointing

Duties

Any operative filling this position will be competent in the jointing all types of cable up to 1000 volts and carry out the work safely, 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, relevant British Standards and Codes of Practice, HSE Guidance Notes, and all relevant Safety and other Regulations.

Operatives working on cables carrying voltages above 1000 volts will need to demonstrate competency in the form of training and a recognised industry assessment for the relevant voltage and cable.

Note: Manufacturers' product familiarisation course attendance certificates are not suitable proof of competency for MV/HV jointing. Recognised certification gained by undertaking the relevant Distribution Network Operator (DNO) trade test or independent third party recognised equivalent are the Industry's methods of demonstrating the required MV/HV jointing competencies.

In respect of operatives who have already achieved the JIB grade of Jointer prior to 1st July 2021, and who have not achieved the criteria set out above, will have their grade maintained. However, employers are encouraged to enrol such operatives onto the NET Assessment of Occupational Competence in LV Cable Jointing.

Equivalent Installation Grade: Electrician

Definition of Extra Low Voltage, Low Voltage, Medium Voltage and High Voltage:

Extra Low Voltage (ELV)	Not exceeding 50V AC or 120V DC between conductors or from conductors to earth
Low Voltage (LV)	Up to 1,000V AC or 1,500V DC between conductors and up to 600V AC or 900V DC between conductors and earth
Medium Voltage (MV)	Above 1,000V but below 33,000V
High Voltage (HV)	Above 33,000V

1.8.3 Grade: Approved Jointer (up to and including 30th June 2021)

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

1.8.4 Grade: Approved Jointer (From 1st July 2021)

Qualifications and Training

From 1st July 2021 onwards, initial applications for the JIB grade of Approved Jointer must satisfy the following conditions:

- Must have fully met the requirements for the grade of Jointer;
- Must have had at least two years' experience working as a Jointer subsequent to the satisfactory completion of training and immediately prior to the application for this grade; and
- Must have the endorsement of their employer.

Duties

As well as having fulfilled the requirements of the grade of Jointer as defined in 1.5.1 above, Approved Jointers must possess particular practical, productive and electrical engineering skills with adequate supervisory knowledge so as to be able to work on their own proficiently and carry out relevant 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, the current IET Wiring Regulations for the Requirements of Electrical Installations BS7671, relevant British Standards and Codes of Practice, HSE Guidance Notes, and all relevant Safety and other Regulations.

In respect of Operatives who have already achieved the JIB grade of Approved Jointer prior to 1st July 2021 and who have not achieved the criteria set out above, their grade will be maintained. However, employers are encouraged to enrol such operatives onto the NET Assessment of Occupational Competence in LV Cable Jointing.

Equivalent Installation Grade: Approved Electrician

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 their 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 their own time.

the JIB will partially fund NVQ registration, assessment and certification fees through the JIB Skills Development 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 the initial portfolio in their 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 AND EXPERIENCED WORKERS

The Restricted Grade was withdrawn and no longer available from 1st September 2015.

Operatives who had already been issued a "Conditional" ECS card prior to 1st September 2015 under the JIB restricted grading rules, continued to work for the same employer and ensured their card had not expired by more than 12 months, were able to have this grade maintained.

In order to comply with the requirements of the Construction Leadership Council and the 2020 One Industry Logo, all ECS cards issued must demonstrate the achievement of a nationally recognised construction related qualification.

This means that all Conditional and Restricted grade cards will expire at the latest on 31st December 2024 and cannot be extended beyond this time. ECS will be notifying all individuals affected as cards come to renewal in order to assign people the correct card in line with the above requirements and provide potential routes for qualification, assessment or for many, where no action is required.

Employers are encouraged to enrol such operatives for the TESP Electrotechnical Experienced Worker Assessment or other industry recognised training and assessment programme to fully meet the requirements of the ECS card held.

5. EXPERIENCED WORKER ASSESSMENT ECS CARD

The Experienced Worker ECS card is for electrical operatives that hold a recognised technical certificate and, for whatever reason, have not completed the required competency assessment to comply with the scheme rules for an ECS gold card.

Since 1st September 2015, operatives applying to the JIB for an ECS card with a technical certificate (as defined below) will be issued with a Restricted ECS "Experienced Worker" white related discipline card.

The conditions introduced to govern the issue of this Restricted ECS card are:

- (i) It will only be issued to applicants who have a JIB recognised technical certificate detailed on the ECS card website.
- (ii) It will only be valid for 18 months.
- (iii) It will only be issued once and cannot be renewed.
- (iv) Applicants must have successfully passed the ECS Health, Safety and Environmental Assessment.

Where individuals holding an Experienced Worker ECS card work for a JIB member company, they will be entitled to the Trainee Electrician (Stage 3) rate of pay. Where individuals work for a non-member company, the JIB rate of pay shall be regarded as best practice.

Once this card has expired the operative will have had to meet the requirements for an Installation Electrician gold card or be reggraded as an Electrical Labourer or other appropriate grade.

Applications for the Experienced Worker ECS card can be made by any operative who can demonstrate that they have fully met the requirements above or have enrolled to take the assessment.

Applicants must also have successfully passed the ECS Health, Safety and Environmental Assessment.

The Experienced Worker ECS card is also available to applicants through training providers who deliver the Assessment and it is recommended you speak to your Training Provider about applying for this ECS card for you.

6. TRAINING AND QUALIFICATIONS COSTS

Should an employer require their employees to undertake training then the costs involved will be met by the employer.

Possible funding avenues will be ascertained and utilised where employees are not required by their employers to undertake training.

Industrial Agreements

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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 INTRODUCTION

- (a) This JIB Cable Agreement is designed to provide a framework of Employment Provision of the highest market sustainable level, maintaining the spirit and ethos of the JIB social partnership, encompassing the JIB Register of Cabling and Jointing Contractors, JIB members undertaking their own cabling and jointing work and employees of such companies. The Agreement provides the procedures necessary to assist members, enabling stability of tender, protection against unfair competition from unregulated contractors a system of quality assurance and to promote good safety levels.
- (b) This Agreement is in respect of installation of cables fixed to buildings or structures including cables laid within the perimeter of a site.

1.2 SCOPE OF WORK

Installation of cables and conductors to racks, trays, metal or fibre or other composition ducting, and the clipping of said cables thereto or therein and earthing runs.

1.3 TYPES OF EMPLOYEE

This Agreement refers to Skilled Qualified Cabling Operatives, and those in training; the legacy cabling grades of Leading Cable Hand, Cable Foreman and Cable Installation Supervisor; Skilled Electrical Operatives; and Labourers; as defined under Section 4, Grading.

In the electrotechnical industry, the minimum requirement for skilled status is a National Vocational Qualification (NVQ) Level 3 in the appropriate electrotechnical discipline.

1.4 CLASS OF WORK

The laying and installation of all cables to trays or supports, using methods or materials appropriate to the Industry at the time.

1.5 DEMARCATION AND METHOD OF WORKING

- (a) For the avoidance of doubt, nothing in this Agreement shall preclude the utilisation of Skilled Electrical Operatives to carry out any portion of the cabling work.
- (b) The measuring and cutting to length of cables will be undertaken by Skilled Operatives. The capping of cables which are heat-shrink end caps will be undertaken by those who have been suitably trained in the use of flame torch or hot-air gun for this purpose.
- (c) Any graded operative may be employed on pulling in heavy cables and auxiliary cables providing there is adequate skilled supervision of not less than the Approved Electrician or Cable Foreman grades.
- (d) The graded operatives referred to in Section 1.5(c) 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 except for those auxiliary routes as defined under Section 1.5(f).
- (e) The setting of bends and selection of cleats is to be undertaken by Skilled Operatives who should take into account bending radii and cable characteristics. Any graded operative may

be engaged on the installation and running on auxiliary routes of single cables where the diameter of the cable being installed is 20mm or greater.

- (f) Notwithstanding the full range of cabling work that may be undertaken by Skilled Electrical Operatives (with or without the assistance of any other graded operatives in accordance with Note 2), Skilled Qualified Cabling Operatives are authorised for the installation and running on auxiliary routes of single cables (with or without the assistance of any other graded operatives in accordance with Note 2) when:
 - (i) The diameter of the cables being installed is greater than 10mm where these cables are banked in groups exceeding 20mm in diameter for 70% of the cable length and the total length of the cables being installed is 5,000m or greater on the contract;
 - (ii) The diameter of the cables being installed is 10mm or less where these cables are banked in groups exceeding 20mm in diameter for 70% of the cable length and the total length of the cables being installed is 10,000m or greater on the contract.
- (g) Additional Circuit Protective Conductor (CPC) when installed is to be included in diameter of the cable and can be installed with circuit cables at the same time.

Notes

- 1. Nothing in these Rules shall preclude the proper training of Apprentices and Cable Hands in any of the skills associated with this Agreement.
- 2. Any graded operative may be used to execute any unskilled portion of the work defined above.
- 3. All parties to this Agreement shall work together for the prevention and resolution of disputes, the observance of the JIB rules and generally to promote good working relationships and co-operation between all stakeholders. If an issue cannot be resolved either informally or formally at local level, then either party can refer the matter through the JIB Resolution Procedure.
- 4. Due to the addition of a new career progression structure in the field of cabling, certain paragraphs of the previous cable agreement have been removed to avoid confusion. These paragraphs concern the installation of containment systems which are the tasks of Skilled Electrical Operatives.
- 5. A Note of Guidance is available on the JIB website to give examples of the operation of Section 1.5(f) of this Agreement.

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 MILEAGE ALLOWANCE, MILEAGE RATE 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 **Monday 2nd January 2023:**

Grade	Transport Provided	Own Transport
Technician (or equivalent specialist grade)	£19.44	£20.44
Approved Electrician (or equivalent specialist grade)	£17.20	£18.14
Electrician (or equivalent specialist grade)	£15.74	£16.73
Electrical Labourer	£12.50	£13.43

From and including **Monday 1st January 2024:**

Grade	Transport Provided	Own Transport
Technician (or equivalent specialist grade)	£20.80	£21.87
Approved Electrician (or equivalent specialist grade)	£18.40	£19.41
Electrician (or equivalent specialist grade)	£16.84	£ 17.90
Electrical Labourer	£13.38	£14.37

From and including **Monday 6th January 2025:**

Grade	Transport Provided	Own Transport
Technician (or equivalent specialist grade)	£21.84	£22.96
Approved Electrician (or equivalent specialist grade)	£19.32	£20.38
Electrician (or equivalent specialist grade)	£17.68	£18.80
Electrical Labourer	£14.05	£15.09

3.3. MILEAGE ALLOWANCE AND MILEAGE RATE

Mileage Allowance and Mileage Rate will be at the rates determined from time to time by the JIB National Board.

3.4. OTHER CONDITIONS

The National Working Rules of the JIB for the Electrical Contracting Industry shall apply.

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 (e.g. hours of work or shift conditions) shall be as determined by the JIB Employee Relations Committee. These conditions shall apply from/to the dates determined by the JIB Employee Relations 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 Employee Relations 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 Employee Relations Committee.

4.3 DATE OF COMMENCEMENT AND TERMINATION

On any Engineering Construction Project which attracts a comparability payment, the JIB Employee Relations 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 be 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 RJIB.

5.1.2 Jointing Contractors

The Jointing Register is open primarily to contractors with one or two operatives. To be included upon the JIB Jointing Register, the following requirements must be met to the satisfaction of 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 themselves and any other directly-employed operatives.

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

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 CABLING 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.

	Company	Address	Telephone
D	CBL Cable Contractors Ltd	Bensway House, Usworth Road, Hartlepool, Cleveland TS25 1PD	01429 867 474
D	F B Taylor (Cable Contractors) Ltd	5 Camp Hill Close, Ripon, N Yorks HG4 1QY	01765 600 261
D	Integrated Cable Services Ltd	Bentley Avenue, Billingham TS23 4BU	01642 873 673
D	IES Instrumentation Electrical Services Ltd	Braesyde Court, Bowesfield Crescent, Stockton-On-Tees, Cleveland TS18 3BL	01642 676404
D	TA Ronan & Co	Ronan House, 2d Askew Road, Shepherds Bush, London W12 9BH	020 8749 3051
D	WT Parker Group Ltd	24-28 Moor Street, Burton-on-Trent, Staffordshire DE14 3SX	01283 542 661
C	Beaver Management Services Ltd	1 Crown Court, Cheapside, London EC2V 6LR	0207 826 4400
C	Cableco Romans (Cable Contractors) Ltd	Unit 7, France Industrial Complex, The Vivars Way, Selby, North Yorkshire YO8 8BE	01757 210021
C	Cable Jointing Services Ltd	North Farm House, Warden Law, Houghton le Spring, Tyne and Wear DH5 8LX	0191 512 6040
C	Core (Cable Contractors) Ltd	34 Doublegates Avenue, Ripon, HG4 2TP	01642 713366
C	Creatside Ltd	1 Dover Road, Northfleet, Gravesend, Kent DA11 9PH	01474 361 230
C	D&M Cabling Solutions Ltd	Unit 5, Usworth Road, Hartlepool TS25 1PD	01429 232248

	Company	Address	Telephone
C	Industrial Power Solutions Ltd	Unit E2, Springhead Enterprise Park, Springhead Road, Northfleet, Kent DA11 8HH	01474 360 456
C	Lotus Electrical and Mechanical Ltd	Lotus Buildings, 36b High Street, Stokesley, TS9 5DQ	01642 713366
C	Metricab Power Engineering Ltd	Riverside House, Sedgwick Lane, Horsham, W Sussex RH13 6QE	01403 272 508
C	MSL Cable Contractors Limited	Unit 2, 92A Church Street, Stapleford, Nottingham NG9 8DJ	01158 371 219
C	P Todd Ltd	2 Castle Howard Close, Hartlepool, TS27 3JL	07500954782
C	PPS Electrical Ltd	187 Duke Street, Barrow in Furness, Cumbria LA14 1XU	01229 433838
C	Premier Cable Installations Ltd	Premier House, 10 Vickery Way, Chetwynd Business Park, Chilwell, Nottingham NG9 6RY	0115 972 8020
C	Singh & Daley Services Limited	Pinecroft, Copes Road, High Wycombe, HP15 6JE	07961 856 888
C	Smart Electrical Systems Ltd	Unit 3-4, Phoenix Industrial Estate, Goat Mill Road, Dowlais, CF48 3TD	01685 350 062
C	SP Cabling & Installations Ltd	Silver Birch, Silver Close, Kingsworth, Tadworth, Surrey KT20 6QS	01737 830251
C	Spie UK Limited	33 Gracechurch Street, London EC3V 0BT	020 7105 2300
B	B & MC Lighting Ltd	253 Charlbury Road, Nottingham, NG8 1NF	07736627006/ 07968719272
B	D R Jointing Ltd	4 Whinney Hill, Mansfield Woodhouse, Mansfield, Nottinghamshire NG19 9DL	07943 000306



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services@cblcable.co.uk



Established in 1994 CBL Cable Contractors Limited has built an enviable reputation as the United Kingdom leaders in LV & HV cable installations and associated works and are now the largest privately owned cable installation contractors in the United Kingdom.

CBL specialises in all aspects of cable installations from temporary LV supplies to complete installations on major projects such as power stations and major infrastructure projects, CBL specialise in the most challenging and varied projects in our field of expertise.

The company's offices are ideally positioned to enable fast direct access to all areas of the United Kingdom. Our continuing success and growth within the cable installation industry is due to working with our customers in partnership to identify cost effective and timely solutions to meet project needs regardless of project size and value our goal is to find the solutions that best fit our customers' needs by providing excellence in our customer service.

From the initial enquiry to signing off the completion of a project, the Directors and Managers of CBL ensure that at every stage of the project and every decision taken the objective is for us to satisfy the customer and achieve success together; CBL are committed to meeting our customer's needs. Our contact management knowledge ensures that the work we carry out achieves programme deadlines within budget.

CBL Cable Contractors Limited recognise that success both now and in the future depends upon its customer's satisfaction, our commitment to continuous improvement and the development of our employees at levels of the organisation, these areas are at the forefront of our current and long term objectives.

CBL are an approved ECITB training provider with the ability to tailor nationally accredited qualifications such as CCNSG Safety Passport to be specific to the tasks and work carried out by its employees, our range of in house training by a fully qualified training instructor along with external training providers when required allows us to exceed industry expectations.





Cableco Romans

(Cable Contractors) Ltd

- E.H.V./H.V./L.V. Cable Installation and Jointing
- Waste Recycling Cabling
- Power Station Cabling
- Office Blocks, Railways & Distribution Centres Cabling
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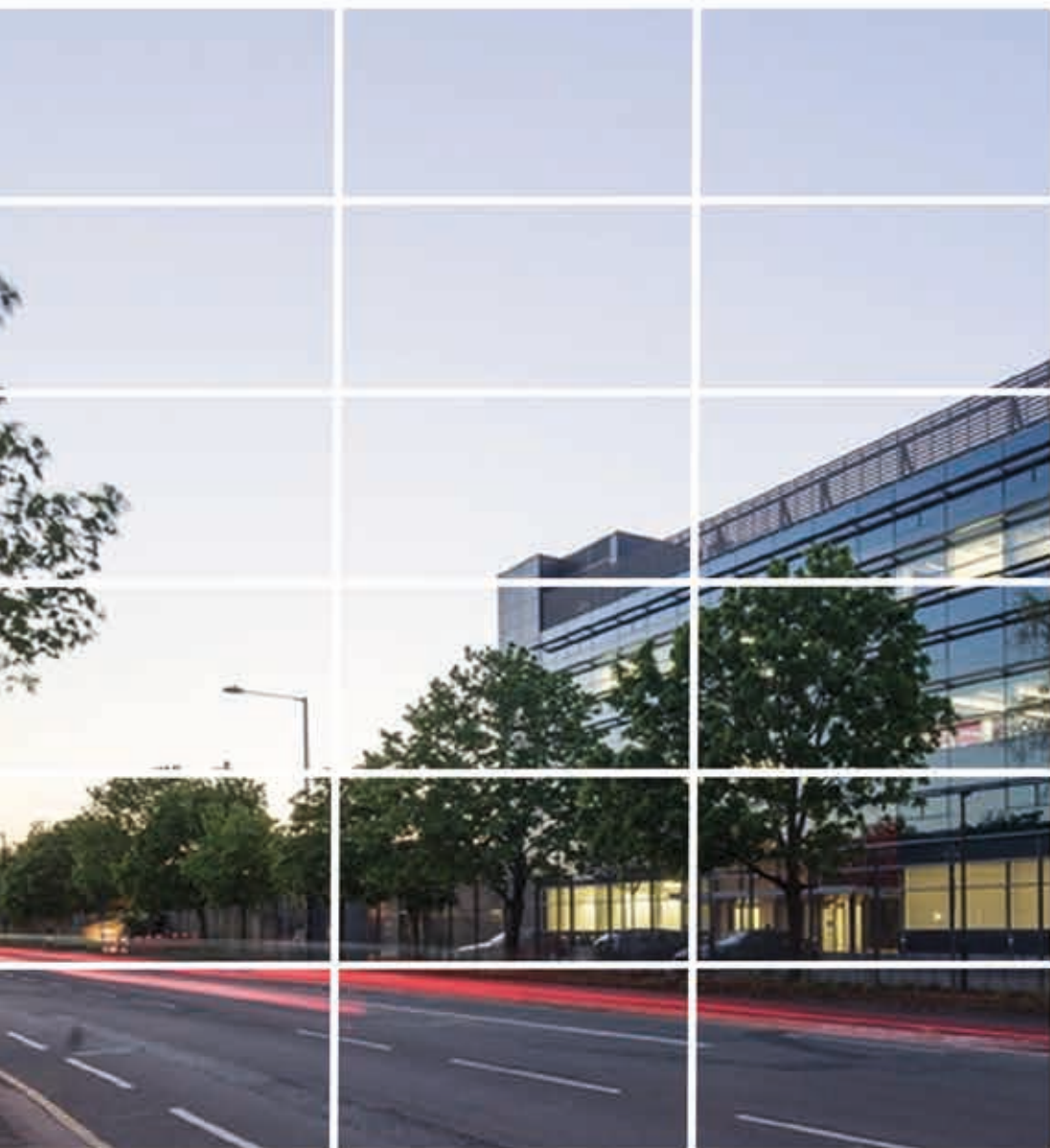
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- Containment Installations
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The team at SRE Cabling & Jointing UK LTD is what sets us apart from our competitors. All our employees understand that safety, quality and customer service are the backbone of the business model. These are the values that have helped us grow and progress within the industry.

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6. NETWORK INFRASTRUCTURE AGREEMENT

6.1 THE AGREEMENT

Parties to the Agreement are the Electrical Contractors' Association (ECA) and Unite the Union.

6.2 INTRODUCTION

The Network Infrastructure Agreement (previously known as Datacomms) is in place to ensure that companies are maintaining the installation standards (termination, commissioning, repair and maintenance) and best practice employment provisions to further the improvement and progress of the industry.

6.3 SCOPE OF WORK

This agreement covers all Extra Low Voltage (ELV) cabling relating to Network Infrastructure, including Data (inc. Power over Ethernet (PoE)), Telephony and Telecommunications.

This includes installation, termination, commissioning, repair and maintenance of Structured Cabling Systems for Network Infrastructure, including Data, Voice, Fibre Optic, Coaxial, PoE, Information & Communications Technology systems in the field of the Building Services Engineering Industry, within buildings or structures, including cables laid within the perimeter of the project.

Containment systems associated with the above work may be undertaken by a skilled Network Infrastructure operative.

In addition to the above, works include:-

- a. Routing of cable ways
- b. Installation of associated containment and/or segregation on existing containment
- c. Consideration to Earthing / Bonding of and ELV containment, racks and communications cabinets
- d. Installation of racks / communication cabinets, patching panels, active equipment and patching therein
- e. Testing to the correct cable type and standard

Testing of new cabling should only be completed by a Network Infrastructure Gold card holder, or above, or an Electrician who has undertaken appropriate upskilling to the same standard.

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 as set out in Section 4 of the JIB Handbook: Grading Definitions.

6.4 TYPE OF EMPLOYER/EMPLOYEE

- (a) Employers covered by this Agreement must be members of the JIB and have chosen to opt in to the Network Infrastructure Agreement. To find out more or apply for JIB membership, please contact membership@jib.org.uk or call 01322 661600.
- (b) Employees covered by the Agreement will be skilled Network Infrastructure Operatives and Apprentices, Assistants, and Trainees employed in accordance with the JIB National Working Rules for the Electrotechnical Industry.

6.5 METHOD OF WORKING

- (a) The termination of all Network Infrastructure cables will be undertaken only by skilled Level 3 (or above) Network Infrastructure Installers, or Electricians that have had relevant training.
- (b) Tying in or clipping of Network Infrastructure cables will be undertaken only by skilled operatives.
- (c) Network Infrastructure Installation Assistants may be employed to do unskilled work under supervision or assist in the installation of cables in accordance with this Network Infrastructure Agreement.
- (d) Network Infrastructure Installation Assistants may be used to execute any unskilled portion of the work and to assist skilled operatives to erect tray work, and supports etc. connected with tray work and containment for Network Infrastructure cables, to fix brackets and to clip cables.

Notes

- 1. This Agreement acknowledges that all Network Infrastructure work is subject to the JIB National Working Rules.
- 2. Nothing in these Rules shall preclude the proper training of all grades and apprentices in any of the skills associated with this Determination.
- 3. Network Infrastructure 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. Skilled JIB Graded Electricians (Installation or Maintenance occupations) 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 6.3 Scope of Work, which may be carried out by Skilled Network Infrastructure Operatives.
- 6. Every effort and encouragement will be made by the Parties to ensure the highest possible level of trade union membership.
- 7. For further information on the eligibility and requirements for Network Infrastructure ECS cards please see the ECS website at www.ecscard.org.uk

6.6 RATES OF PAY

For Network Infrastructure Grading definitions, please see Section 4 of the JIB Handbook.

Note: In line with NWR 6.3, Companies may pay responsibility money to an individual undertaking the supervision of other operatives.

From and including **Monday 1st January 2024** the JIB hourly rates for Job Employed operatives shall be:

(i) National Standard Rates

Occupation	Transport Provided	Own Transport
Network Infrastructure Advanced	£16.59	£17.66
Network Infrastructure Gold	£15.10	£16.18
Network Infrastructure Installer	£14.23	£15.22
Network Infrastructure Installation Assistant	£13.38	£14.37
Network Infrastructure Trainee	£13.38	£14.37

Apprentice Rates of Pay	At College	At Work
Stage 2	£8.01	£8.66
Stage 1	£6.40	£6.40

(ii) London Rate

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

Occupation	Transport Provided	Own Transport
Network Infrastructure Advanced	£18.58	£19.78
Network Infrastructure Gold	£16.93	£18.12
Network Infrastructure Installer	£15.93	£17.05
Network Infrastructure Installation Assistant	£15.00	£16.10
Network Infrastructure Trainee	£15.00	£16.10

Apprentice Rates of Pay	At College	At Work
Stage 2	£8.22	£9.72
Stage 1	£6.40	£6.87

From and including **Monday 6th January 2025** the JIB hourly rates for Job Employed operatives shall be:

(i) National Standard Rates

Occupation	Transport Provided	Own Transport
Network Infrastructure Advanced	£17.42	£18.54
Network Infrastructure Gold	£15.86	£16.99
Network Infrastructure Installer	£14.94	£15.98
Network Infrastructure Installation Assistant	£14.05	£15.09
Network Infrastructure Trainee	£14.05	£15.09

Apprentice Rates of Pay	At College	At Work
Stage 2	£8.41	£9.09
Stage 1	£6.40	£6.44

(ii) London Rate

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

Occupation	Transport Provided	Own Transport
Network Infrastructure Advanced	£19.51	£20.77
Network Infrastructure Gold	£17.78	£19.03
Network Infrastructure Installer	£16.73	£17.90
Network Infrastructure Installation Assistant	£15.75	£16.91
Network Infrastructure Trainee	£15.75	£16.91

Apprentice Rates of Pay	At College	At Work
Stage 2	£9.24	£10.20
Stage 1	£6.40	£7.21

7. JIB HIGHWAY LIGHTING GRADES

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 GRADING DEFINITIONS

7.1.1 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).

7.1.2 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.

7.1.3 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.

7.1.4 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.

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 **Monday 2nd January 2023** the JIB hourly rates for Highway Lighting Operatives shall be:

JIB Skilled Grades

Grade	
Highway Lighting Technician	£17.93
Highway Lighting Approved Electrician	£15.71
Highway Lighting Electrician	£14.30

JIB Highway Lighting Operative Grades

Grade	
Highway Lighting Operative Grade 1	£12.57
Highway Lighting Operative Grade 2	£11.93
Highway Lighting Operative Grade 3	£11.31
Highway Lighting Operative Grade 4	£10.62
Highway Lighting Operative Trainee	£8.90

From and including **Monday 1st January 2024** the JIB hourly rates for Highway Lighting Operatives shall be:

JIB Skilled Grades

Grade	
Highway Lighting Technician	£19.19
Highway Lighting Approved Electrician	£16.81
Highway Lighting Electrician	£15.30

JIB Highway Lighting Operative Grades

Grade	
Highway Lighting Operative Grade 1	£13.45
Highway Lighting Operative Grade 2	£12.77
Highway Lighting Operative Grade 3	£12.10
Highway Lighting Operative Grade 4	£11.44
Highway Lighting Operative Trainee	£11.44

From and including **Monday 6th January 2025** the JIB hourly rates for Highway Lighting Operatives shall be:

JIB Skilled Grades

Grade	
Highway Lighting Technician	£20.15
Highway Lighting Approved Electrician	£17.65
Highway Lighting Electrician	£16.07

JIB Highway Lighting Operative Grades

Grade	
Highway Lighting Operative Grade 1	£14.12
Highway Lighting Operative Grade 2	£13.41
Highway Lighting Operative Grade 3	£12.71
Highway Lighting Operative Grade 4	£11.93
Highway Lighting Operative Trainee	£11.44

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.

9. MECHANICAL TRADES AGREEMENT

9.1 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.

A JIB employer who employs mechanical operatives and wishes to use this option, 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 (Mileage Allowance, Mileage Rate and 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.

9.2 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.

9.3 GRADING DEFINITIONS

FOR GRADING DEFINITIONS SEE THE JIB WEBSITE

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 } now Building Engineering Services Association
- SELECT
- Amicus (AEEU Section) } now Unite the Union

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 their 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;

- 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

Asset 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 their responsibilities to their 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 themselves to a nominated Senior Manager on a project, will be given access to the site and the workforce to both carry out their 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

- 10.24.1 The Major Projects Agreement came into effect on 6th February 2003.
- 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)

Grade	Payment
Skilled Craftsman and higher grades ¹	£2.20
Electrical Improver ²	£1.98
Senior Graded Electrical Trainee ²	£1.98
Labourer ²	£1.76
Adult Trainee ^{2, 3}	£1.76
Mate (over 18) ³	£1.76
Senior Modern Apprentice ³	£1.76
Stage 4 Apprentice ^{2, 4}	£1.76
Stage 3 Apprentice ^{2, 4}	£1.65
Mate (17-18) ³	£1.32
Stage 2 Apprentice ^{2, 4}	£1.21
Intermediate Modern Apprentice ³	£1.21
Stage 1 Apprentice ^{2, 4}	£0.88
Mate (under 17) ³	£0.88
Junior Modern Apprentice ³	£0.88

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.

4. Applies to JIB – PMES apprentices.

APPENDIX 3

MAJOR PROJECT PERFORMANCE PAYMENT WITHIN M25 MOTORWAY 2005 – 2007 (Section 9.8)

Grade	From 31-1-05	From 1-2-06	From 1-2-07
Skilled Craftsman and higher grades ¹	£3.25	£3.40	£3.57
Electrical Improver ²	£2.93	£3.06	£3.21
Senior Graded Electrical Trainee ²	£2.93	£3.06	£3.21
Labourer ²	£2.60	£2.72	£2.86
Adult Trainee ^{2, 3}	£2.60	£2.72	£2.86
Mate (over 18) ³	£2.60	£2.72	£2.86
Senior Modern Apprentice ³	£2.60	£2.72	£2.86
Stage 4 Apprentice ^{2, 4}	£2.60	£2.72	£2.86
Stage 3 Apprentice ^{2, 4}	£2.44	£2.55	£2.68
Mate (17-18) ³	£1.95	£2.04	£2.14
Stage 2 Apprentice ^{2, 4}	£1.79	£1.87	£1.96
Intermediate Modern Apprentice ³	£1.79	£1.87	£1.96
Stage 1 Apprentice ^{2, 4}	£1.30	£1.36	£1.43
Mate (under 17) ³	£1.30	£1.36	£1.43
Junior Modern Apprentice ³	£1.30	£1.36	£1.43

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.

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Decisions of the Panel

The Chairman will encourage the Panel members to achieve a decision using the principle of consensus. If the Chairman concludes that a consensus decision cannot be reached, the Chairman 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.

11. JIB MAJOR CONTRACTORS' COMMITTEE CONSTITUTION & TERMS OF REFERENCE

11.1 Principal Objective of the JIB Major Contractors' Committee (MCC)

- 11.1.1 As a result of client demand and increasing competition, there is a need for multi-service contractors to introduce more effective methods of working and ways in which to improve productivity. In response to these challenges the ECA, representatives of multi-service contractors and Unite the Union have established a JIB Major Contractors' Committee, hereinafter referred to as the MCC.
- 11.1.2 The main objective of the MCC is to provide a dedicated forum for multi-service contractors within the JIB to discuss and recommend solutions of mutual concern with Unite the Union. These can cover all issues within the Industry but will pay particular regards to improving employment practices and skill levels across the entire workforce. At the same time the parties will seek to support profitable growth within the sector and respond constructively to external challenges such as the prevailing business climate, the impact of technological change and labour shortages.

Each year the MCC will set out a work programme.

11.2 Links to Industry Stakeholders and Working Rule Agreements

- 11.2.1 A long-term aspiration of the MCC is to achieve greater cohesion through encouraging more joint working and improved harmonisation of terms and conditions. To help achieve this the MCC may be expanded to include representatives of APHC, B&ES, SELECT and SNIPEF in order to ensure that the sector interacts with the established industrial relations infrastructures and has the support and input of the wider industry.
- 11.2.2 The MCC will become the principal forum for the ongoing development of the terms and conditions of employment for multi-service contractors – still paying due regard to, and without compromising, the five existing collective agreements.
- 11.2.3 Any specific MCC agreements and any subsequent changes in so far as these relate to JIB matters will be promulgated in the normal manner through the JIB National Board.

11.3 Constitution

- 11.3.1 Membership of the MCC will consist of:

- 6 employer representatives appointed by the ECA, of which 4 will be representatives of the major contractors
- 6 representatives appointed by Unite the Union
- JIB Chief Executive (ex-officio)

The parties may appoint other observers by agreement.

In addition, there will be a Secretariat provided by the JIB.

The MCC will be chaired either on an alternating basis by an individual from the employer and Unite representatives or by an agreed appointment made by the parties.

- 11.3.2 A minimum of 3 employer and 3 Unite representatives will be required to ensure a quorum.
- 11.3.3 Participants of the MCC must have the appropriate industrial knowledge and experience to contribute effectively and appropriately to the process.

- 11.3.4 The MCC will determine the most appropriate way in which to develop a particular item for discussion. There may be occasions when Task and Finish groups are needed to progress specific issues.

11.4 Chair and Secretary

- 11.4.1 The Chair shall be appointed by the MCC who will preside over all meetings and associated work connected with its objectives. The Chair must be capable of fulfilling the key role of enabling the MCC and any Task and Finish Groups set under its aegis to reach agreed outcomes and ensure the work being undertaken remains time focused and is completed.
- 11.4.2 The parties to the MCC shall agree the appointment of a Secretary from the JIB. The Secretary will provide secretarial support to the Chair and will carry out all administrative duties for the operation of the MCC. The Secretary shall be responsible for collating all items in the manner agreed by the MCC.

11.5 Number and Record of Meetings

- 11.5.1 There will be minimum of two meetings of the MCC each year.
- 11.5.2 At each meeting of the MCC the Secretary shall record the relevant points and action items as agreed by the MCC. A record of each meeting containing those relevant points and action items will be circulated to members normally within ten working days of a meeting taking place.

11.6 Task and Finish Groups

- 11.6.1 It is envisaged that Task and Finish Groups may need to be formed from time to time to undertake specific tasks as directed by the MCC and report back within a prescribed timeframe.
- 11.6.2 The parties to the MCC shall be responsible for the formation of any Task and Finish Groups.
- 11.6.3 The MCC shall produce specific Terms of Reference for each Task and Finish Group and indicate a timescale for completion of the task.
- 11.6.4 The MCC shall agree two Lead Representatives (one nominated by the employers and one nominated by the Union). These may elect a Chair who shall report the findings and recommendations to the MCC. If these opt not to have a Chair, it shall be the responsibility of the two Lead Representatives to report their findings to the MCC.
- 11.6.5 The parties shall ensure that the Secretary is notified of their respective members prior to any meeting taking place.
- 11.6.6 The Secretary will ensure that secretarial support is provided by the JIB.
- 11.6.7 The MCC with the support of the Secretary will have responsibility for producing the appropriate written text confirming the agreement on any issue.

11.7 Consultation, Sign-Off and Future Role of the MCC

- 11.7.1 The parties will consult their separate constituencies recommending endorsement of all substantive items recommended by the MCC.
- 11.7.2 In normal circumstances any items agreed by the MCC shall be referred initially to one of the JIB Committees eg Employee Relations Committee. Upon recommendation from the appropriate JIB Committee it shall be referred to the JIB National Board for approval and

promulgation. Due regard will be given to the intention to avoid compromising the existing five collective agreements.

- 11.7.3 The MCC shall continue to meet under the agreed Terms of Reference aimed at addressing the current and ongoing needs of multi-service contractors.

11.8 Confidentiality and Joint Communications

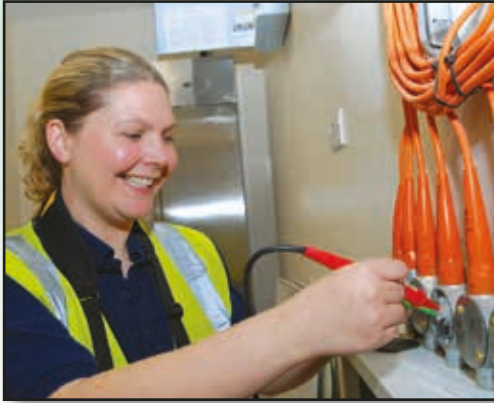
- 11.8.1 The proceedings of the MCC and any of its Task and Finish Groups shall be conducted privately and in confidence between all those involved in the process.
- 11.8.2 The publication or circulation of any information arising from the proceedings of the MCC shall be jointly agreed by the MCC prior to its publication or circulation.

11.9 Decisions and Voting

- 11.9.1 Decisions of the MCC shall be by consensus.

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Employment Law – Main Provisions

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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:

Period of Continuous Employment	Employer to Employee	Employee to Employer
Less than one month	One day	One day
One month but less than 2 years	One week	One week
2 years and thereafter for each year of continuous employment up to 12 years	One week for each year of continuous service	One week only
12 years or more	Twelve weeks	One week

1.2 PAYMENT IN LIEU OF NOTICE

Either party may waive their 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 their 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 their 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 please see the Government website on Fixed-term Employment Contracts at www.gov.uk/fixed-term-contracts.

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 their 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:

Age Group (inclusive)	For each year of "Reckonable service"
Up to the age of 21	1/2 week's pay
22-40	1 week's pay
41+	1 1/2 week's pay

"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 6th April 2023 is £643 (England and Wales) and £669 (Northern Ireland).

An operative is dismissed as redundant where the whole or main reason for the dismissal is that their 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 the employee 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]

AGE SERVICE (years)																				
(years)	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
18*[1]	1																			
19	1	1½																		
20	1	1½	2																	
21	1	1½	2	2½																
22	1	1½	2	2½	3															
23	1½	2	2½	3	3½	4														
24	2	2½	3	3½	4	4½	5													
25	2	3	3½	4	4½	5	5½	6												
26	2	3	4	4½	5	5½	6	6½	7											
27	2	3	4	5	5½	6	6½	7	7½	8										
28	2	3	4	5	6	6½	7	7½	8	8½	9									
29	2	3	4	5	6	7	7½	8	8½	9	9½	10								
30	2	3	4	5	6	7	8	8½	9	9½	10	10½	11							
31	2	3	4	5	6	7	8	9	9½	10	10½	11	11½	12						
32	2	3	4	5	6	7	8	9	10	10½	11	11½	12	12½	13					
33	2	3	4	5	6	7	8	9	10	11	11½	12	12½	13	13½	14				
34	2	3	4	5	6	7	8	9	10	11	12	12½	13	13½	14	14½	15			
35	2	3	4	5	6	7	8	9	10	11	12	13	13½	14	14½	15	15½	16		
36	2	3	4	5	6	7	8	9	10	11	12	13	14	14½	15	15½	16	16½	17	
37	2	3	4	5	6	7	8	9	10	11	12	13	14	15	15½	16	16½	17	17½	
38	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	16½	17	17½	18	
39	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	17½	18	18½	
40	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	18½	19	
41	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	19½	
42	2½	3½	4½	5½	6½	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	
43	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
44	3	4½	5½	6½	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½	
45	3	4½	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
46	3	4½	6	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½	
47	3	4½	6	7½	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
48	3	4½	6	7½	9	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½	23½	
49	3	4½	6	7½	9	10½	12	13	14	15	16	17	18	19	20	21	22	23	24	
50	3	4½	6	7½	9	10½	12	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½	23½	24½	
51	3	4½	6	7½	9	10½	12	13½	15	16	17	18	19	20	21	22	23	24	25	
52	3	4½	6	7½	9	10½	12	13½	15	16½	17½	18½	19½	20½	21½	22½	23½	24½	25½	
53	3	4½	6	7½	9	10½	12	13½	15	16½	18	19	20	21	22	23	24	25	26	
54	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	20½	21½	22½	23½	24½	25½	26½	
55	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22	23	24	25	26	27	
56	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	23½	24½	25½	26½	27½	
57	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25	26	27	28	
58	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	26½	27½	28½	
59	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28	29	
60	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28½	29½	
61*[2]	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28½	30	

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 2014

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) 45 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.

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 45 days.

These periods are the same as the minimum periods permitted for consultation with appropriate representatives.

The Redundancy Payments Service, acting on behalf of the Department for Business, Energy and Industrial Strategy, 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 be 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.

Employment Practices

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1. CODE OF BEST PRACTICE FOR THE EMPLOYMENT OF OPERATIVES

Preface

One of the principal Objects of the JIB is to further the progress of the industry for the mutual advantage of employers and employees. To help achieve this, the JIB has adopted a set of shared values which apply across the industry, ensuring the co-operation of all who work under the JIB terms and conditions. These values embrace integrity, respect, equality and fairness. Their application ensures that our employer and employee workplace relationships are open, honest and transparent.

The JIB considers the use of blacklists in employment practices by any of its Members as a clear breach of these shared values and undermines the work undertaken by the JIB. The use of blacklists contravenes much of the legislation which underpins the employment relationship.

The JIB's position on blacklisting is absolutely clear. The JIB does not condone any form of blacklisting of any operative operating under the terms and conditions of the collective agreement.

A failure on the part of the employer member¹ to observe any provisions of a Code of Practice shall not itself render their organisation liable to any proceedings.

However, employer members should be aware any proceedings before a Regional JIB:

- (a) any such Code of Practice shall be in evidence; and
- (b) if any provision of such Code of 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.

1.1 Introduction

- 1.1.1 This Code of Best Practice ("Code") applies to anybody employed under the JIB Agreement. Employment is defined in this Code as direct employment².
- 1.1.2 The purpose of this Code is to provide a guide as to the recommended processes and procedures that should be applied by employer members when considering employing an individual.
- 1.1.3 This Code will also help the employer member to recruit people who are right for the organisation. Poor employment procedures can lead to higher employee turnover, lower morale, higher costs and less stability.
- 1.1.4 Employer members must have consideration for their legal responsibilities to ensure that no unlawful discrimination occurs during recruitment processes.

1. An employer member is an employer participant who has delivered to the JIB an application in writing, in such a form and manner as the National Board prescribe, and who are engaged in the industry in the capacity of an employer, and have paid such a sum as may be payable by way of entrance fee for membership as required under the Rules of the JIB.

2. Where individuals are subject to United Kingdom income tax and social security, "direct employment" for these purposes means employment (on a contract of employment or apprenticeship) to which PAYE income tax and Class 1 National Insurance contributions are applicable.

1.2 Pre-Recruitment

- 1.2.1 Before beginning the recruitment process, employer members should consider whether there are people able and willing to undertake training in order to fill other business-critical positions, either in the short-term or long-term, thereby negating the need to recruit.
- 1.2.2 It is good practice for an employer to develop a job specification, person specification and job description prior to commencing advertising for a role.
- 1.2.3 A good job specification should detail the core terms and conditions of the particular vacancy and should include salary, benefits and holiday entitlement.
- 1.2.4 A person specification is a profile of the ideal new employee, including skills, experience and personal qualities. Having this will give candidates a better understanding of what an employer is looking for, manage expectations and help to avoid situations where the candidate believes they have been misled.
- 1.2.5 A person specification should include:
 - 1.2.5.1 The technical, organisational, creative and any other relevant skills and ability the employer would expect from an ideal candidate;
 - 1.2.5.2 Specific qualifications or training required for the job; and
 - 1.2.5.3 Level of experience expected on an ideal candidate.
- 1.2.6 A good job description should include:
 - 1.2.6.1 The job title and position in the employer member, including their line manager or staff reporting to them;
 - 1.2.6.2 A summary of the main purpose of the job and any objectives;
 - 1.2.6.3 The main tasks and duties of the job;
 - 1.2.6.4 The scope of the job and how it fits with the wider structure of the employer member;
 - 1.2.6.5 The location of the job;
 - 1.2.6.6 If the job is permanent or for a fixed term;
 - 1.2.6.7 Essential skills and qualifications of the job; and
 - 1.2.6.8 Information about the employer member.
- 1.2.7 Any advertisement for an electrical role within an employer member should specify:
 - 1.2.7.1 The JIB grade (for example Approved Electrician) which will relate to the particular qualifications, skills and experience of the individual. The duties of operatives are set out within the JIB Handbook;
 - 1.2.7.2 How to apply for the job;
 - 1.2.7.3 The person to be contacted at the employer member (including name, telephone number and/or email address) if the candidate would like further information; and
 - 1.2.7.4 The closing date for applications.
- 1.2.8 This will help to avoid confusion over the roles and responsibilities, and will allow the candidate to know what the applicable terms are such as rates of pay, Travelling Time and Travel Allowance etc.

- 1.2.9 The employer member should make the candidate aware of the JIB Benefits Scheme and the levels of cover which are in place for those employed by JIB member companies (Section 9 of the JIB Handbook).
- 1.2.10 It is recommended that employers ask if the candidate has received a payment from either the Permanent & Total Disability Benefit or the Other Permanent Disablement Benefit. If the candidate has received such a payment, then the employer will check the medical documentation to ensure the candidate is fit and safe to resume employment.

1.3 Applications

- 1.3.1 The employer member may wish to use a standardised application form in addition to or as an alternative to a CV as it can be easier for comparison.
- 1.3.2 Information asked for in relation to equality and diversity monitoring should be included on a separate sheet which can be detached and returned anonymously to the employer member. It should be noted in the application that providing such information is voluntary.
- 1.3.3 If an employer member chooses to utilise an application form for this purpose, the form should ask details of:
 - 1.3.3.1 The current employment situation of the operative;
 - 1.3.3.2 The notice required by the operative should they be successful in their application; and
 - 1.3.3.3 Relevant skills and experience.
- 1.3.4 Employer members who use the Industrial Information Service (IIS) can check the ECS card details of candidates online to ensure candidates have a valid ECS card with current health and safety assessment, grade and what qualifications are held.
- 1.3.5 If applications are to be held in either electronic or hard copy, employer members should ensure they are compliant with current data protection legislation.

1.4 Considerations Prior to Interview

- 1.4.1 Employer members should shortlist candidates based on the merits of their application set against the job specification, person specification and job description. Shortlisting should be based on the principles of equality.
- 1.4.2 During this sifting process where the employer member is selecting candidates to invite for interviews, where possible, two people should undertake the selection to avoid bias. It would be ideal to involve the line manager of the candidate in the selection process.
- 1.4.3 Ideally, employer members should make candidates aware of whom they will be interviewed by in the letter confirming the interview details, where possible.
- 1.4.4 The letter must confirm details of when and where the interview will take place. If an employer member wishes to undertake this selection by assessment or other means, this must be specified to the candidate.
- 1.4.5 Employer members may also ask if there are any special arrangements that need to be made in order to accommodate the candidate where they are disabled.

1.5 Interview

- 1.5.1 All candidates should be offered the same opportunities to best present themselves to employer members and this is normally by conducting an interview. It is therefore advisable to interview face to face where possible.

- 1.5.2 The interview has two main purposes: it offers the employer member the opportunity to ascertain if the candidate is suitable for the job, and allows the candidate to discover all relevant information and understand whether their credentials and career goals align with the employer member's requirements and vision.
- 1.5.3 An interview helps to ensure that the candidate is suitable for the job as a structured design and process enables the employer member to evaluate competencies of the candidate in an efficient manner to assess whether the candidate is technically and practically competent to undertake the work required.
- 1.5.4 Ideally the interviewer should be someone who has received training in how to conduct an interview or is an experienced person who is able to utilise this method to effectively judge the skills and competencies of the candidate (see Note (iv)).
- 1.5.5 The interviewer should be accommodating as it is expected that both parties may be nervous or apprehensive during the process. Good planning, organisation and structure are essential to a successful interview.
- 1.5.6 The interview must be conducted in a private and suitable location to best allow the free exchange of information and to ask questions in an unencumbered manner.
- 1.5.7 The interview allows the employer member to question the candidate more in depth about their application, for example, to identify and enquire about gaps in employment.
- 1.5.8 The employer member should inspect the candidate's ECS card at interview if it has not done so already.
- 1.5.9 Reasonable expenses may be paid at the employer member's discretion.
- 1.5.10 Once the interviews have been conducted, all interviewers should score each candidate based on their performance during the interview against the criteria set out in the Person Specification.
- 1.5.11 Employer members should establish scoring criteria in advance. The same criteria should be used for all candidates to ensure and maintain consistency.
- 1.5.12 Scoring methodology should be noted on the interview paperwork in case a candidate requests feedback on their performance.
- 1.5.13 Once all candidates have been scored the candidate with the highest score should be offered the position.
- 1.5.14 All candidates should be informed of the outcome as soon as possible following the interview. Employer members should make every effort to provide feedback upon request.

1.6 Offer and Acceptance

- 1.6.1 Any offer of employment should be confirmed in writing specifying:
 - 1.6.1.1 The job title in relation to the relevant JIB grade and occupational discipline;
 - 1.6.1.2 The terms and conditions of employment;
 - 1.6.1.3 The start date of employment;
 - 1.6.1.4 Clear instructions on the proposed place of work and the daily start and finish time for that job and whom to report to;
 - 1.6.1.5 Employer members' own procedures or rules that the candidate will need to know at this point, which should be attached;

- 1.6.1.6 Where employer members employ more than 5 people, a copy of the written policy statement for health and safety (which the firm is required to have under legislation).
- 1.6.2 Employer members should include details of how this acceptance should be conveyed (eg by email or letter to the appropriate person).
- 1.6.3 The candidate, where accepting the employment, should confirm this in writing to the employer member.
- 1.6.4 Employer members should specify a date by which the candidate should accept the employment.
- 1.6.5 The offer of employment may be conditional and subject to a satisfactory reference(s) being provided. The employer member should make it clear if this is the case.
- 1.6.6 If employer members require a reference(s) for employment, employer members should bear in mind that there is no legal obligation to provide a reference and hence a previous employer may choose not to do so. An otherwise suitable candidate should not be refused employment solely on the basis of a referee not providing a suitable reference.
- 1.6.7 The offer of employment may also be subject to an acceptable screening through the Disclosure and Barring Service/Disclosure Scotland dependant on client requirements.
- 1.6.8 Employer members will also have to ensure that the candidate, where not a UK citizen, has the right to work in the UK. Hence UK Visas and Immigration checks may be required. Any offer of employment will be conditional of the candidate's successful completion of such a check.
- 1.6.9 A pre-employment health check may also be required by the employer member and any offer of employment may be conditional on the successful completion of this check.
- 1.6.10 If necessary, the individual should be reminded to apply for or renew their ECS card as soon as possible.
- 1.6.11 Once the candidate has begun employment, under legislation employer members must provide a written statement of employment particulars. The necessary information to comply with this requirement is contained within the JIB template Contract of Employment document.

1.7 Contract of Employment/Written Statement of Employment Particulars

- 1.7.1 Employees should be provided with a written copy of their statement of employment particulars, or a contract of employment, within 8 weeks of engagement. The JIB has produced a template Contract of Employment document.
- 1.7.2 This template, when completed by an employer member, contains all the necessary information to comply with legislation on the provision of a written statement of employment particulars. References to where information can be found within the JIB Handbook and other public information are also included in this template.
- 1.7.3 This template only confirms basic information, therefore employer members are advised to include details of policies and procedures beyond this document and may add to or vary this document as appropriate.
- 1.7.4 The terms of the JIB Agreement form the contract of employment with an employee as well and so it is expected that the operative is aware of the rights and obligations contained within this Agreement, specifically regarding contracted hours, overtime, holiday, rates of pay and the JIB Benefits Scheme.

- 1.7.5 No terms or conditions can override those contained within the JIB Agreement or the National Working Rules.
- 1.7.6 The template Contract of Employment can be downloaded from the JIB website in the Employers Area at www.jib.org.uk/members-area.aspx.

Notes

- (i) There may be requirements for continuous improvement or training and upskilling within a position, and this may depend on the requirements of a client or an employer member. Any requirements or expectations should be made clear to the employee.
- (ii) Employer members should arrange for the new employee to have an appropriate induction for the purposes of informing them of any relevant details of the job they will be assigned to or the procedures of the employer member in general, which they have not already received.
- (iii) If reasonable adjustments are required for the individual to perform their job due to disability, the employer member should confirm these adjustments during the induction to ensure that they are appropriate.
- (iv) For further guidance or advice please contact the Electrical Contractors Association if you are a member.

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 the client for access to be provided and if it cannot be provided that the operatives should be reimbursed for any loss or expense incurred.
- (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 they cannot redeploy on alternative work who shall receive the guarantee payments contained in, and in accordance with the terms of 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 employment law, the Rules of the JIB, the National Working Rules and the Industrial Determinations of the JIB for the Electrical Contracting Industry and over 50 years' experience of resolving disputes.

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 them 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 their duties under the Rules of Unite the Union and as an employee, be jointly responsible with their employer (or the employer's representative who shall be properly trained to discharge their 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 their employer under the terms of these Rules and relevant legislation in respect of the JIB graded operatives and registered apprentices employed in their constituency by their 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 their 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 their current employer, the nomination being subject to the approval of Unite the Union who will issue credentials to each Representative they appoint and notify the employer and the JIB in writing of the appointment and the extent of the Representative's constituency.
- 3.4.3 When offering themselves for nomination a person expresses their 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 their 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 their credentials the Representative shall continue in that appointment for a period of two years or until such time as their credentials are withdrawn by Unite the Union or the operative resigns as the Representative when Unite the Union shall notify the employer and the JIB or the operative ceases to be employed in the constituency they were appointed to represent then the employer shall notify Unite the Union and the JIB.

3.5 DUTIES

- 3.5.1 In addition to their duties as an employee under the terms and conditions of their contract of employment the Representative has three duties stemming from their appointment:
 - 3.5.1.1 as the appointed Representative of their constituents to act as their spokesperson.

*Representative means Job/Shop/Company Representative.

3.5.1.2 to deal with the problem(s) of a constituent if they have been unable to achieve satisfaction directly with their immediate supervisor under the JIB Resolution Procedure, affecting their 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 they will operate.

3.5.1.3 as the custodian of the National Working Rules and the Industrial Determinations to advise their constituents on such matters as productivity, grading, employment, training and the application of the Rules and Determinations. Where their constituents are not represented by a Safety representative appointed by Unite the Union they will also advise them on matters affecting health, safety and welfare.

3.5.2 The Representative will have the right to inspect the ECS Cards of their 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 the Representative to discharge their duties efficiently.

3.5.4 A Representative shall not act as such outside the constituency for which they were 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 their 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 their 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 their 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 seeking time off, a Representative shall inform the 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 their employer has failed to permit them to take time off, permitted the Representative to take insufficient time off or failed to pay the Representative for the time they had been permitted to take off for their industrial relations duties shall consult the appropriate Regional Officer 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 their 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 their employer on such matters as recruitment, planning, productivity, overtime, redundancy and disciplinary action. Where their constituents are not represented by a Safety Representative appointed by Unite the Union the Representative will also be provided with information and consulted by their 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 their employer to their constituents and, conversely, to report accurately on problems affecting them to their employer and Unite the Union. Nothing in this Code of Good Practice removes from the employer the responsibility to communicate directly with their employees.

3.11 MEETINGS

- 3.11.1 In the event of it becoming necessary for the Representative to communicate to their constituents matters arising under 3.9.1 or 3.10.1 the employer shall give permission for the Representative to hold a meeting with their constituents of one hour's duration each month for which the Representative and their 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 their 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 Meetings should not be held on the premises of the employer or the 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 their contract of employment and they shall be subject to the disciplinary procedures applicable to the employees in the establishment, 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 their industrial relations duties but where an employer considers they have cause for complaint they 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. JIB 2017 APPRENTICESHIP SCHEME FOR ELECTROTECHNICAL AND ALLIED TRADES APPRENTICES

1.1 INTRODUCTION

The JIB 2017 Apprenticeship Scheme for Electrotechnical and Allied Trades Apprentices ("JIB 2017 Apprenticeship Scheme") has been designed to support electrotechnical industry apprenticeships providing support for both the employer in providing the training requirement and the apprentices in gaining the knowledge and assessment needed for a career in the electrotechnical industry.

Apprentices following the occupational pathways of Electrical Installation, Electrical Maintenance, Domestic Electrician and Allied Trades of the JIB 2017 Apprenticeship Scheme must meet the full requirement of the pathway for a successful application of an ECS Gold card on completion of their apprenticeship.

The JIB will issue revisions to the JIB 2017 Apprenticeship Scheme to encompass changes to the formal occupational training pathways, as approved qualification units become available, or as new pathways are added to the existing scheme.

1.2 ENTRY INTO THE INDUSTRY

All persons who wish to enter the electrotechnical 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 (which can be achieved by the wearing of vision corrective glasses/contact lenses) and absence of colour blindness or impairment, in order to carry out the role to the degree necessary to ensure there is no impediment to safe working.

Suitable colour vision may be confirmed by production of suitable evidence from a Registered Medical Practitioner or Optician, at the point of selection testing. This suitable evidence of colour vision may be demonstrated by having undertaken the Ishihara Test and/or the Colour Assessment and Diagnosis (CAD test), as described in Appendix A.

All applicants will be required to demonstrate the required level of Health & Safety awareness, either through successful completion of the ECS Health, Safety and Environmental Assessment test or the initial health and safety unit of the chosen approved training pathway as set out in Appendix B.

Subject to the safety requirement of the industry, or where justifiable as a proportionate means of achieving a legitimate aim, the JIB 2017 Apprenticeship Scheme is open to any person without discrimination on the grounds of their age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.

Previous Experience

Potential apprentices who already have some industry experience and qualifications may have their prior knowledge recognised and mapped to the requirements of the apprenticeship pathway they are looking to complete. The Training Provider may identify this through Accrediting Prior Knowledge (APL) or may recognise the contribution a person's previous experience could contribute to a qualification within the requirements set for the qualifications Awarding Bodies (such as City & Guilds and EAL).

Auditable documented evidence will be required to allow the formal qualification to be fully achieved. The chosen Training Provider will need to be consulted for advice on what qualifications and experience may be considered for mapping across relevant qualifications.

Transfer Between JIB Training Schemes

The JIB 2017 Electrical Apprenticeship Scheme is for new entrants into the Electrotechnical industry. Apprentices already registered on an active JIB apprenticeship scheme must complete the training programme that they are already engaged in and cannot be transferred to this scheme.

1.3 TRAINING PROVIDERS

The JIB 2017 Electrical Apprenticeship Scheme is operated by Training Providers who must be registered with the JIB.

Applications to become a JIB Registered or Preferred Training Provider must be made through the JIB and the JIB will hold a register.

The Training Provider can be an employer, a Training Organisation or any organisation capable of ensuring that the JIB 2017 Apprenticeship Scheme is properly delivered and monitored.

Training Providers are responsible for providing an approved delivery and assessment plan that will enable full completion of the apprenticeship.

The role of the Training Provider includes ensuring that:

- (a) All apprentices are registered with the JIB
- (b) Employers are advised of their employment and insurance responsibilities of the apprenticeship scheme
- (c) Training is monitored to ensure it is carried out to the required industry standard
- (d) Training is provided at no cost to the apprentice
- (e) Training provided meets the full training scope required and that the syllabus is delivered with adequate resource, equipment and materials to ensure knowledge and performance prior to assessment
- (f) Site evidence records, portfolios and performance statements are maintained to support the apprentices demonstration of competence required by the training requirements
- (g) The employer is regularly kept up to date to the performance of the apprentice
- (h) 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 through the JIB's Resolution Procedure. Further details can be found on the JIB website at www.jib.org.uk).

1.4 PRE-TRAINING PERIOD

A period of employment may precede the formal commencement of apprenticeship training.

Following an employment safety induction, which will include ECS Health, Safety and Environmental Awareness, entrants may spend time on site when they will be treated and paid as a Stage 1 Apprentice.

Please note that an apprentice can be registered with the JIB at any time.

Apprentices working for JIB member companies will be covered for Life Assurance, Accidental Death and Permanent and Total Disability Benefit, as set out in Section 6(d), during this pre-registration period, providing the Company notify the JIB immediately employment commences and makes the necessary Apprentice Benefit Credit payments for the apprentices as administered by EC Insurance Services (ECIS) or provides for this entitlement through their own insurance.

During the pre-training period non-member companies may provide this cover through their own insurance or via the purchase of Apprentice Benefit Credits through ECIS.

1.5 REGISTRATION OF APPRENTICES

Enrolment on to the JIB 2017 Electrical Apprenticeship Scheme must take place within 4 weeks of completion of formal registration with the Training Provider.

The Training Provider will register the apprenticeship with the JIB electronically and provide a passport style photograph of the apprentice, the contact details of the apprentice and their employer with the appropriate registration fee.

After successful registration the apprentice will receive:

- An ECS Apprentice card
- A copy of the JIB Apprenticeship Scheme
- A copy of the JIB Handbook will be made available for all apprentices
- Information on Unite the Union membership, which apprentices can access at a discounted rate
- Access to the JIB Hand Tool Replacement Scheme which replaces hand tools which are lost as a result of theft or fire
- JIB Safe Isolation Card and Tags
- Access to the JIB Skills Development Fund, which may contribute towards the cost of future eligible courses
- Advice and support from the JIB on employment issues, including access to the JIB mediation service, in the event of an issue between the apprentice and the employer which cannot be resolved through the company's internal grievance procedure.

Progression through the apprenticeship scheme is recognised by staged cards that may be applied for by the apprentice (or employer) with the endorsement of their employer.

On successful completion of the JIB 2017 Apprenticeship Scheme the first ECS craft card, in the apprenticeship occupation, is provided free of charge.

The apprentice and employer must keep the ECIS and the JIB advised, in writing, of any changes such as new personal or business address change of email address or employer.

1.6 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 2017 Electrical Apprenticeship Scheme are covered by the JIB National Working Rules, including rates of pay. Full details of JIB rates of pay including Mileage Rate and Mileage Allowance are covered within National Working Rules 6 and 11.

The JIB National Working Rules are the industry standard for non-JIB member companies.

(b) Working Hours

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. Further detail on the contractual provisions for JIB member companies is included within the National Working Rules.

(c) Holidays

(i) Annual holiday

During each year, apprentices are entitled to 22 days' paid annual holiday (increasing to 23 days from 7th January 2019, and to 24 days from 6th January 2020).

The pay for each week of holiday shall comply with the Working Time Regulations 1998.

Normal earnings level for holiday pay must include certain major elements of pay. Details are contained within National Working Rule 13 in the JIB Handbook on the specifics that would apply for those employed by JIB member companies.

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 those employed by JIB member companies, the qualification and payment for statutory holidays is contained within National Working Rule 12 in the JIB Handbook.

Non-JIB member companies should refer to their own contracts of employment as to what may apply for these days.

(d) Insurance

JIB member companies are required to provide Life Assurance, Accidental Death Benefit and Permanent & Total Disability Benefit for Registered Apprentices.

JIB member companies can meet these obligations by purchasing Apprentice Benefit Credits through ECIS or any alternative insurance arrangements permitted by Section 9.1.4 of the JIB Handbook.

Non-JIB companies may provide this cover either through their own arrangements or via the purchase of Apprentice Benefit Credits through ECIS. For details of the current premium, please contact ECIS directly on 0330 221 0241.

These benefits are:

Life Assurance £10,000

Accidental Death Benefit of:

- (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) £25,000 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 £35,000.*

Permanent & Total Disability up to £10,000

(e) The Electrical Industries Charity

Apprentices are eligible for support by the Electrical Industries Charity in the event of difficulties which may affect the apprentice or their family. The Charity helpline is 0800 652 1618 and is available 8.00am to 8.00pm Monday to Friday and 8.00am to 1.00pm Saturday and Sunday and further information is available at www.electricalcharity.org.

(f) 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 an apprentice working for a JIB member company will be entitled to Statutory Sick Pay and an additional payment of £15.00 per week from their employer. This additional payment of £15.00 per week will only be payable for an aggregate period of 12 weeks in any consecutive 12 months.

(g) Tool Kits

Apprentices are required to provide their own 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 for apprentices of JIB member companies to provide cover for tool kits lost due to fire or theft.

Full details of eligibility and how to claim are shown in Appendix D and on the JIB website at www.jib.org.uk

(h) 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, where the apprentice is a member of Unite the Union, 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 2017 Apprenticeship Scheme, by either apprentices working for JIB or non-JIB member companies, shall be referred to the JIB. Both employers and apprentices can seek advice from the JIB's Industrial Relations Department at any time. This includes non-member companies and their apprentices.

(i) Transfer

If either the apprentice or employer is dissatisfied with the progress of the training, or there is an exceptional change in the circumstances of either the employer or the apprentice, an application can be made (by either party) to the Training Provider for a transfer of employment to be considered.

The Training Provider 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. If the apprentice is a member of Unite the Union, they can seek advice from their Regional Officer. Such agreement by the employer 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 through the Industrial Relations Department.

(j) Termination of the Apprenticeship

The two main reasons for termination of an apprenticeship before its completion are a failure to achieve the appropriate training standard and redundancy.

(i) *Failure to achieve the appropriate training standard*

The employer may terminate the apprenticeship if the apprentice is unable due to capability of reaching the training standard necessary to progress through the apprenticeship scheme.

Before such a decision is taken, the employer must involve the Training Provider, 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.

The procedure must follow the ACAS Code of Practice on Disciplinary and Grievance Procedures or the JIB National Working Rules if the apprentice is employed by a JIB member company. Both employers and apprentices can seek advice from the JIB's Industrial Relations Department at any time. This includes non-member companies and their apprentices.

(ii) *Redundancy*

In the event of a downturn in work an employer may need to consider whether it would be necessary to begin a redundancy process. In such a circumstance an employer is under an obligation to try and avoid the need to make employees redundant, but also to reduce the possible number of redundancies and to investigate ways of mitigating the effects of redundancy.

If it is the case an apprentice may be made redundant, the employer may, with the consent of the apprentice, parent or guardian and, if the apprentice is a member of Unite the Union, the Regional Officer, apply to the Training Provider for a transfer of the apprenticeship to be considered as a way of mitigating the effects of the redundancy. Details on transfer are set out within section 6(i) above.

The Training Provider 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.

1.7 TRAINING PROGRESS

An apprentice is under instruction during their whole apprenticeship training programme and their work must be carried out under supervision. The employer must ensure the correct supervision and support for the apprentice at all times.

Progress of the apprenticeship will depend on the pathway taken and the personal training plan that has been identified for the apprentice.

Best endeavours should be used to ensure the apprenticeship is completed within a 4 year period.

All pathways under the JIB 2017 Apprenticeship Scheme will have four stages identified within the formal training plan. Progression to the next stage of the apprenticeship training plan will be upon achievement and not restricted to any time scale.

Progression must be by agreement with the employer and confirmation to the attainment of the relevant targets set in the training plan with the Training Provider.

Recognised pathways have been listed in Appendix B.

(a) Stages of apprenticeship

There are up to four stages to the JIB 2017 Apprenticeship Scheme.

Appendix B should be referred to for guidance on the staged requirements of the apprenticeship programme in the chosen occupation.

Stage 1:

The Stage 1 apprentice is the usual entry point in the JIB 2017 Apprenticeship Scheme.

The apprentice must be employed in the Electrotechnical industry with an employer that can provide them with the scope needed to complete the training programme.

The Training Provider must discuss the training and assessment requirements of the apprenticeship with the employer and establish a three way coordinated training programme between the apprentice, the employer and the Training Provider.

To be signed up for the JIB 2017 Apprenticeship Scheme the apprentice must have successfully completed the ECS Health, Safety and Environmental Assessment or the initial health and safety knowledge unit of the approved training programme.

The apprentice must have a personalised training plan agreed with them, their employer and Training Provider outlining the milestones needed for progression to each stage of the training programme.

Stage 2:

Progression to Stage 2 is reliant on the apprentice successfully completing the Stage 1 requirements of the training programme.

Typically this will be when the components of the first year training programme, as identified in their personalised training plan, have been successfully completed.

Stage 3:

Progression to Stage 3 will be typically when the level 2 (or equivalent) components of the training programme have been successfully completed and the Stage 2 requirements, as identified in their personalised training plan, have been successfully completed.

Stage 4:

Progression to Stage 4 will be typically when all of the knowledge components of the training programme have been successfully completed and the Stage 3 requirements, as identified in their personalised training plan, have been also been successfully completed.

Typically Stage 4 will be in the final year of the training programme for the Installation or Maintenance Electrician apprenticeship.

During Stage 4 the site based competence assessment is to be finalised and the Assessment of Occupational Competence (AOC) or End Point Assessment (EPA) is to be completed as the final part of the apprenticeship. The AOC taken will depend on the occupation of the apprenticeship programme and must be approved by the JIB as part of the apprenticeship qualification structure.

For an Installation Electrician and Maintenance Electrician the AOC will be the relevant version of the AM2 taken at an approved NET (National Electrotechnical Training) centre, such as the AM2S for apprentices in England. The apprentice should be prepared for the AOC before it is taken. If necessary, the apprentice is entitled to a second attempt at the AOC. If this is also unsuccessful, the Training Agreement may be terminated. The stage 4 requirements of the apprentice's personalised training plan should be referred to for the details of the full requirement of Stage 4.

Apprenticeship Training Programme Completion:

Once the full requirements of the apprenticeship training programme have been met the procedure for apprenticeship completion can be started with the employer.

(b) Standard

The JIB 2017 Apprenticeship Scheme is based on industry National Occupational Standards developed by employers, and recognises a number of different routes across the UK for apprenticeships that meet the same outcomes. 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 assessed. In the electrotechnical industry, the minimum requirement for skilled status has been agreed as a full framework or standard at Level 3 as set out in Appendix B.

The JIB 2017 Apprenticeship Scheme requires the attainment of technical theory and demonstration of occupational competence through formal industry training and assessment.

As part of their assessment apprentices will be required to produce a portfolio for assessment against the industry standard and undertake an Assessment of Occupational Competence

(AOC) provided by the Electrotechnical Industry Assessment charity National Electrotechnical Training (NET). This AOC will be the relevant version of the AM2 (for example, AM2S for apprenticeship standards in England).

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 Provider is crucial in collecting suitable auditable documentary evidence to complete the site competence element of the qualification taken. Allied Trade occupations taken under this apprenticeship scheme must have JIB approval prior to the apprentice being signed up for this scheme. Where Allied Trade occupations have already been approved the details will be listed in Appendix B.

(c) Attendance at Classes

All apprentices will be required to attend college, or any other approved training establishment, as specified by the Training Provider. 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. For JIB member companies this will be the At College rate of pay.

Employers will also need to pay the actual fares incurred and, where not recoverable from other sources, the employer will meet any fees applicable.

(d) Advancement

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 Provider. This process will monitor learning and competence progression and identify any shortfalls at the earliest possible opportunity.

At the completion of the staged training plan, or at an annual review (typically 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.

Once the employer is satisfied that the targets have been met (guidance on this can be obtained from the Training Provider) they must advance the apprentice to the next stage. Progression through the Apprenticeship scheme is recognised by staged cards that may be applied for by the apprentice (or employer) with the endorsement of their employer.

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 in section 6(i) has been exhausted.

The enhanced hourly rate will be paid from the following pay week where applicable.

(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, attempts must be made by the apprentice to resolve the issue with their employer through, if necessary, the company's grievance procedure. Both employers and apprentices can seek advice from the JIB's Industrial Relations Department at any time. This includes non-member companies and their apprentices.

Apprentices who are members of Unite the Union should contact their Regional Officer for guidance.

1.8 COMPLETION OF APPRENTICESHIP

Once the personal training plan has been completed by the apprentice, the employer must initiate formal completion of the apprenticeship.

Completion of the apprenticeship at the end of Stage 4 requires attainment of the full training requirements including all theory elements, site-based competency assessment and the industry assessment of competence, plus any additional mandatory components specified within the apprenticeship standard or framework.

An Apprenticeship Completion Certificate may be claimed by the Training Provider or End Point Assessment Organisation once the Stage 4 requirement has been met. Completion of a full apprenticeship may include awards for Functional Skills stipulated within the relevant industry apprenticeship framework where it is a requirement of Government funding for an apprenticeship.

Where an apprentice believes they are being unreasonably prevented from completing their apprenticeship, due to the employer not initiating this procedure, the issue should be raised as a grievance within the company grievance procedure. If the issue cannot be resolved internally this may be raised within the JIB Resolution Procedure. Both employers and apprentices can seek advice from the JIB's Industrial Relations Department at any time.

Note of Guidance: 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 in a skilled status 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. To complete an apprentice after the successful attainment of the apprenticeship standard or meeting the full requirements of the framework the employer must complete the relevant section of the ECS/ Grading Application, the JIB Apprentice completion Form and provide copies of:

- *The Training Completion Certificate / Apprenticeship Completion Certificate issued by the relevant public body (for example, ESFA / Department for Education)*
- *Where applicable, a copy of the Level 3 qualification in the relevant electrotechnical apprenticeship framework*

The completed application along with the certificate copies must be made to the ECS Department at the JIB within 14 days of receipt of the completed ECS form to the employer receiving the evidence.

The standard fee for the first ECS craft card is waived for JIB registered apprentices successfully completing their apprenticeship. The JIB will issue an ECS card which will be valid for three years.

1.9 CONTINUATION OF EMPLOYMENT AFTER THE ATTAINMENT OF SKILLED STATUS

Companies intending to retain the services of the apprentice following completion of an apprenticeship need to issue a new Contract of Employment 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.

For JIB member companies, a completed apprentice becomes entitled to the rate of pay for their occupation from the pay week following the date of grading. The JIB will electronically notify both the employer and the newly-graded operative of the JIB grade awarded.

1.10 TERMINATION OF EMPLOYMENT UPON COMPLETION OF APPRENTICESHIP

To ensure that companies do not become liable for claims of Unfair Dismissal, if they do not intend to retain the services of the apprentice following their apprentice completion, it is recommended that they adhere to the following procedure, which has been written in line with National Working Rule 19:

- (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. They may be accompanied by a fellow employee or, if appropriate, a Union the Union Regional Officer.

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 completion 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 A

COLOUR VISION

All operatives working in the Electrotechnical industry must have suitable colour vision to enable them to work safely and prevent danger to themselves, others and the built environment both during and after work activity.

An apprentice is under instruction and their work must be carried out under supervision. However, there are safety related activities that a fully qualified operative undertakes unsupervised that an apprentice must demonstrate as part of their assessments to becoming fully qualified. Where there is a possibility that the cable insulation colours may be misinterpreted, due to a lack of normal colour vision, safe independent working cannot be demonstrated. The Training Provider must be certain that the full range of the qualification can be achieved to the industry standard during training and assessment to demonstrate that they can work safely unsupervised.

Before an apprentice can be signed up to the JIB 2017 Apprenticeship Scheme normal colour vision must be confirmed by production of suitable evidence from a Registered Medical Practitioner or Optician.

Normal colour vision may be demonstrated by undertaking the Ishihara Test. This test is passed if there are no more than 2 errors in plate numbers 2 to 17 of the test.

Alternatively the London University Colour Assessment and Diagnosis (CAD) screening test may be used. This test is passed if the test result produces a colour vision value equal to, or better than, 4 CAD units.

If the person being tested fails the Ishihara test then the CAD test may be used to determine that their colour vision is the "normal" requirement.

For additional information please refer to the JIB document *"Deficiencies in Colour Vision of Electrical Operatives – Guidance for Employers"*.

Guidance for registered medical practitioners and opticians along with a model form for reporting the results of a colour vision test is available from the JIB.

Note for Registered Medical Practitioner or Opticians: "Normal" colour vision may be demonstrated if the minimum of a Colour Vision category of 3 (CV3) is achieved using a suitable diagnosis. Colour Vision categories are defined in the United Kingdom Civil Aviation Authority (UK CAA) 2016 report on *"Analysis of European Colour Vision Certification Requirements for Air Traffic Control Officers"*. CV3 is the 'Safe' trichromatic colour vision threshold where candidates demonstrate a normal of range of Yellow-Blue and Red-Green colour vision to a 'normal' level of visual performance. The Ishihara Test (no more than 2 errors in plate numbers 2 to 17 of the test) is considered a suitable screening test for indicating that the basic industry requirement for normal colour vision has been met.

APPENDIX B

ELECTROTECHNICAL APPRENTICESHIP PATHWAYS

The 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, 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.

The following occupations are covered in the JIB 2017 Apprenticeship Scheme:

- 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.

Where an apprenticeship pathway does not exist additional pathways may be included and must have JIB approval for the qualification structure to be studied prior to the apprentice being signed up for the scheme.

Qualification Structure 1 – Leading to the Level 3 Electrotechnical Qualification (Installation or Maintenance) (Trailblazer qualification in England)

SCHEME STAGES

Stage 1 (Initial registration)

Must have had both employer and training provider induction and successfully passed:

Unit 01K Understand Health, Safety and Environmental Considerations

Or

The ECS Health, Safety and Environmental Assessment if the employer requires the apprentice to be registered prior to the successful study and assessment of unit 01K.

Stage 2

Must have been a registered JIB apprentice at stage 1 and successfully completed the Stage 1 training programme with the minimum of:

Unit 01K Understand Health, Safety and Environmental Considerations (if initial registration made before this unit was taken)

Unit 02K Understand How to Organise and Oversee Electrical Work Activities

Unit 01P Apply Health, Safety and Environmental Considerations

Stage 3

Must have been a registered JIB apprentice at stage 2 and successfully completed the Stage 2 training programme with the minimum of:

Unit 03K Understand Terminations and Connections of Conductors

Unit 06K Electrical Scientific Principles and Technologies – Online assessment

The demonstration of performance evidence for previously studied units is also expected to have been started.

Stage 4

Must have been a registered JIB apprentice at stage 3 and successfully completed the Stage 3 training programme with the minimum of:

Unit 04K Understand Inspection, Testing and Commissioning

Unit 05K Understand Fault Diagnosis and Rectification

Unit 07K Understand the Requirements for Electrical Installations BS 7671: 2008 (2015)

Unit 02P Organise and Oversee the Electrical Work Environment

Unit 03P Terminate and Connect Conductors

Apprenticeship completion

Must have been a registered JIB apprentice at stage 4 and successfully completed the Stage 4 training programme and completed all the remaining training and assessment units:

Unit 06K Electrical Scientific Principles and Technologies – Full assessment

Unit 08K Understand Design and Installation Practices and Procedures

Unit 04P Inspect, Test and Commission Electrical Systems

Unit 05P Apply Fault Diagnosis and Rectification

Plus either for the Installation Pathway - Unit 08P Apply Design and Installation Practices and Procedures

OR for the Maintenance Pathway - Unit 09P Apply Practices and Procedures for Maintenance

And

The successfully completed the AM2 as the final assessment of the qualification structure.

Qualification Structure 2 – The Level 3 NVQ Diploma in Installing Electrotechnical Systems and Equipment (Buildings, Structures and the Environment)

Stage 1 (Initial registration)

Must have had both employer and training provider induction and successfully passed:

Unit 01 Understanding Health and Safety legislation, practices and procedures (Installing and maintaining electrotechnical systems and equipment)

Or

The ECS Health, Safety and Environmental Assessment if the employer requires the apprentice to be registered prior to the successful study and assessment of unit 01.

Stage 2

Must have been a registered JIB apprentice at stage 1 and successfully completed the Stage 1 training programme with the minimum of:

Unit 01 Understanding Health and Safety legislation, practices and procedures (Installing and maintaining electrotechnical systems and equipment) (if initial registration made before this unit was taken)

Unit 02 Understanding environmental legislation, working practices and the principles of environmental technology systems

Unit 13 Overseeing and organising the work environment

Stage 3

Must have been a registered JIB apprentice at stage 2 and successfully completed the Stage 2 training programme with the minimum of:

Unit 15 Planning, preparing and installing wiring systems and associated equipment in buildings, structures and the environment **AND** Unit 16 Terminating and connecting conductors, cables and flexible cords in electrical systems

OR

Unit 21 Understanding the practices and procedures for overseeing and organising the work environment (electrical maintenance) **AND** Unit 22 Understanding the practices and procedures for planning and preparing to maintain electrotechnical systems and equipment

The demonstration of performance evidence for previously studied units is also expected to have been started.

Stage 4

Must have been a registered JIB apprentice at stage 3 and successfully completed the Stage 3 training programme with the minimum of:

All knowledge units for the chosen pathway to have been successfully completed.

Apprenticeship completion

Must have been a registered JIB apprentice at stage 4 and successfully completed the Stage 4 training programme and completed all training and assessment units for the chosen pathway.

And

Successfully completed the AM2

Qualification Structure 3 – Generic Pathway structure guidance.

JIB approval is needed prior to apprentice sign up on any alternative pathway. The qualification structure will follow the following model.

Stage 1 (Initial registration)

Must have had both employer and training provider induction and successfully passed:

The first scheme unit covering Health and Safety legislation, practices and procedures

Or

The ECS Health, Safety and Environmental Assessment if the employer requires the apprentice to be registered prior to the successful study and assessment of the first scheme unit covering Health and Safety legislation, practices and procedures.

Stage 2

Must have been a registered JIB apprentice at stage 1 and successfully completed the Stage 1 training programme with the minimum of:

The first scheme unit covering Health and Safety legislation, practices and procedures (if initial registration made before this unit was taken).

Knowledge units at an equivalent of level 2 in overseeing and organising the work environment, environmental legislation and working practices.

Stage 3

Must have been a registered JIB apprentice at stage 2 and successfully completed the Stage 2 training programme with the minimum of all knowledge units at an equivalent of level 2

The demonstration of performance evidence for previously studied units is also expected to have been started.

Stage 4

Must have been a registered JIB apprentice at stage 3 and successfully completed the Stage 3 training programme with the minimum of all knowledge units for the chosen pathway are expected to have been successfully completed.

Apprenticeship completion

Must have been a registered JIB apprentice at stage 4 and successfully completed the Stage 4 training programme and completed all training and assessment units for the chosen pathway.

And

The successfully completed the appropriate industry Assessment of Occupational Competence (AOC).

APPENDIX C

DOMESTIC ELECTRICIAN PATHWAY – STRUCTURE GUIDANCE

The structure will follow the following model.

Stage 1 (Initial registration)

Must have had both employer and training provider induction and successfully passed:

- The first scheme unit covering Health and Safety legislation, practices and procedures (Unit 101 / K3-001 Health, safety and environmental considerations in dwellings)
Or
- The ECS Health, Safety and Environmental Awareness Assessment if the employer requires the apprentice to be registered prior to the successful study and assessment of the first scheme unit covering Health and Safety legislation, practices and procedures.

Stage 2

Must have been a registered JIB apprentice at stage 1 and successfully completed the Stage 1 training programme with the minimum of:

- The first scheme unit covering Health and Safety legislation, practices and procedures (Units 101 and 001 / K3-001 and P3-001 Health, safety and environmental considerations in dwellings)
- Knowledge and performance units for practices and procedures for planning and overseeing electrical work activities in dwellings (Units 105 and 106 / K3-003 and P3-003)

Stage 3

Must have been a registered JIB apprentice at stage 2 and successfully completed the Stage 2 training programme with the minimum of all knowledge units.

Stage 4

Must have been a registered JIB apprentice at stage 3 and successfully completed the Stage 3 training programme with the minimum of all knowledge and performance units to have been successfully completed.

Apprentices will be expected to be preparing for the Assessment of Competence (AOC) / End Point Assessment (AM2D).

Apprenticeship completion

Must have been a registered JIB apprentice at stage 4 and successfully completed the Stage 4 training programme and completed all training and assessment units for the chosen pathway.

And

The successfully completed the appropriate industry Assessment of Competence (AOC) / End Point Assessment (AM2D).

APPENDIX D

NETWORK INFRASTRUCTURE INSTALLER PATHWAY – STRUCTURE GUIDANCE

The structure will follow the following model.

Stage 1 (Initial registration)

Must have had both employer and training provider induction and successfully passed:

- The first scheme unit covering Health and Safety legislation, working at heights, first aid and manual handling, practices and procedures,
Or
- The ECS Health, Safety and Environmental Awareness Assessment if the employer requires the apprentice to be registered prior to the successful study and assessment of the first scheme unit covering Health and Safety legislation, practices and procedures.

Stage 2

Must have been a registered JIB apprentice at stage 1 and successfully compiled a portfolio of evidence showing the knowledge, skills and behaviours mapped to the assessment methods, and completed by the gateway.

Apprentices will be expected to be preparing for the Assessment of Competence (AOC) / End Point Assessment.

Apprenticeship completion

Must have been a registered JIB apprentice at Stage 2 and successfully completed the appropriate industry Assessment of Competence (AOC) / End Point Assessment.

APPENDIX E

HANDTOOL REPLACEMENT SCHEME

1. The Handtool Replacement Scheme ("the Scheme") applies to apprentices registered under the relevant JIB Apprenticeship Scheme.
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.
4. Application for replacement tools will only be considered when made on a JIB Application Form. The Application Form must be fully completed and signed by both the apprentice and the employer.
 5. All applications will be carefully checked by the JIB before a claim is approved and the decision of the JIB will be final. Replacement tools will be sent directly to the apprentice.
 6. 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 apprentice.
 7. 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.

The annual cap on hand tools replaced will be to the value of £2000 within a claim year.

A claimant will be limited to a maximum of two claims for the duration of their JIB apprenticeship.

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 is 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

- The tools listed for the 1st stage plus:
- 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 F

STAGES OF ENTRY FOR APPRENTICES WITH EXISTING QUALIFICATIONS

Entry on to the JIB 2017 Apprenticeship Scheme may be made at any staged level if the apprentice already holds approved equivalent qualifications.

Potential apprentices with older qualifications and a number of years experience may find that the JIB Mature Candidate Assessment provides a more appropriate assessment strategy to meet the full chosen Industry qualification pathway.

In all cases new registrations to the JIB 2017 Apprenticeship Scheme must have had both employer and Training Provider induction and support to attain the full scope of the chosen pathway.

For the Electrical Installation and Maintenance Electrician pathways the following qualifications have been mapped against the qualification outcome as meeting the technical certificate requirements of the chosen qualification pathway for registration onto the Apprenticeship Scheme. In all cases the full requirements of the occupational qualification must be met to complete the apprenticeship.

Stage 1 (Initial registration)

Scheme entry at Stage 1 requires:

The first scheme unit covering Health and Safety legislation, practices and procedures

Or

The ECS Health, Safety & Environmental Assessment

Stage 2

New registrants already holding the following qualifications are deemed to have satisfied the Stage 1 criteria for initial registration and can enter the Craft Training Scheme at Stage 2:

City and Guilds 2365-02 Level 2 Diploma in Electrical Installation (Buildings and Structures) (600/5498/0) **or**

EAL Level 2 Diploma In Electrical Installation (QCF) (600/6724/X) **or**

EAL Level 2 Intermediate Diploma in Electrical Installation (601/4561/4)

Stage 3

New registrants that already hold the following qualifications are deemed to have satisfied the Stage 2 criteria for initial registration and can enter the Craft Training Scheme at Stage 3:

City and Guilds 2365-03 Level 3 Diploma in Electrical Installation (Buildings and Structures) 600/5499/2 **or**

City and Guilds **8202-30 Level 3 Advanced Technical Diploma in Electrical Installation (Tecbac)** (601/7307/5) **or**

EAL Level 3 Diploma in Electrical Installation (QCF) (600/9331/6) **or**

EAL Level 3 Advanced Diploma in Electrical Installation (601/4563/8)

Stage 4

New registrants may not register onto this Apprenticeship Scheme at Stage 4.

2. JIB 2017 CRAFT TRAINING SCHEME FOR ELECTROTECHNICAL AND ALLIED TRADES

2.1 Introduction

The JIB Craft Training Scheme for Electrotechnical and Allied Trades ("Craft Training Scheme") has been designed to support career development within the Electrotechnical Industry. It is aimed at achieving skilled status for employees that have insufficient qualifications and/or practical experience to be graded as an Electrician or other electrotechnical discipline. The Craft Training Scheme is designed to provide support for both the employer in providing training and the Trainee in gaining the knowledge and assessment needed for a career in the Electrotechnical Industry. It should not be confused with the JIB 2017 Apprenticeship Scheme which has different entry criteria.

This route into the Industry is aimed at established employees currently working in an unskilled capacity, partially qualified individuals who are looking to be formally qualified or unqualified individuals looking for a change of career.

The Craft Training Scheme is not designed for individuals who are eligible for other formal apprenticeship schemes within the Industry.

To determine the level of entry and relevant stage within the Craft Training Scheme the candidate will be subject to an assessment of their qualifications and practical site experience.

Trainees following the occupational pathways of Electrical Installation, Electrical Maintenance and other Allied Trades of the Craft Training Scheme must meet the full requirement of the qualification pathway for a successful application of an ECS Gold card on completion of their training programme.

The Craft Training Scheme is progressive and requires the attainment of qualifications to progress between stages and for successful completion of the training programme.

The JIB will issue revisions to the Craft Training Scheme to encompass changes to the formal occupational training pathways, as approved qualification units become available.

2.2 Entry onto the Training Scheme

Individuals wishing to be registered onto the Craft Training Scheme must be employed.

Registration will depend upon the qualifications and experience of the Trainee. Trainees must have employer support and relevant opportunity to complete the full training programme.

This programme is not appropriate for school leavers who should be enrolled on the JIB 2017 Apprenticeship Scheme. However, individuals may be registered on to the Craft Training Scheme under a full electrotechnical apprenticeship in line with Qualification Structure 1 under Appendix B where it is a more appropriate development pathway.

An assessment must be undertaken prior to registration to ensure the candidate understands the specific nature of the Industry and has the necessary aptitude, including numeracy and literacy, to make completion of the training programme a realistic prospect.

All candidates 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 or impairment, in order to carry out the role to the degree necessary to ensure there is no impediment to safe working.

Suitable colour vision may be confirmed by production of suitable evidence from a Registered Medical Practitioner or Optician, at the point of selection testing. This suitable evidence of

colour vision may be demonstrated by having undertaken the Ishihara Test and/or the Colour Assessment and Diagnosis (CAD test), as described in Appendix A.

All candidates will be required to demonstrate the required level of Health & Safety awareness, either through successful completion of the ECS Health, Safety & Environmental Assessment test or the initial health and safety unit of the chosen approved training pathway as set out in Appendix B.

Subject to the safety requirements of the Industry, or where justifiable as a proportionate means of achieving a legitimate aim, the Craft Training Scheme is open to any person without discrimination on the grounds of their age, disability, gender reassignment, race, religion or beliefs, sex or sexual orientation, marriage or civil partnership, or pregnancy or maternity.

Previous Qualifications and Experience

Potential Trainees who already have some Industry experience and qualifications may have their prior knowledge recognised and mapped to the requirements of the training pathway. The Training Provider (see 3 below) may identify this through Accrediting Prior Knowledge (APL) or may recognise the contribution a person's previous experience could contribute to a qualification within the requirements set for the qualifications' Awarding Bodies (such as City & Guilds and EAL).

Potential Trainees who already hold approved qualifications as set out in Appendix C may enter the Craft Training Scheme at Stages 2 or 3 depending on the qualifications held.

Auditable documented evidence will be required to allow the formal qualification to be fully achieved. The chosen Training Provider will need to be consulted for advice on what qualifications and experience may be considered for mapping across relevant qualifications.

Transfer Between JIB Training Schemes

The JIB Craft Training Scheme is for career development within the Electrotechnical Industry. Apprentices already registered on an active JIB Apprenticeship Scheme must complete the training programme they are already engaged in and cannot be transferred onto the Craft Training Scheme.

2.3 Training Providers

The Craft Training Scheme is operated by Training Providers who must be registered with the JIB.

Applications to become a JIB Registered or Preferred Training Provider must be made to the JIB.

The Training Provider can be an employer, a Training Organisation or any organisation that meets the registration requirements and is capable of ensuring that the Craft Training Scheme is properly delivered and monitored.

Training Providers are responsible for providing an approved delivery and assessment plan that will enable full completion of the Craft Training Scheme.

2.4 Registration onto the Craft Training Scheme

The Training Provider will register the Trainee with the JIB electronically and provide a passport style photograph of the candidate, their contact details and their employer.

Progression through the Craft Training Scheme will be recognised by the application of staged cards that must be applied for by the apprentice (or employer) with the endorsement of their employer.

2.5 Employment

a) Terms and Conditions

Trainees 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, Trainees registered under the Craft Training Scheme are covered by the JIB National Working Rules, including rates of pay.

The JIB National Working Rules are the Industry standard for non-JIB member companies.

b) 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.

Trainees employed under the Craft Training Scheme who work for a JIB Member Company have access to the JIB's Resolution Procedure.

Trainees working for non-JIB Members do not have access to the JIB Disciplinary/Grievance procedures.

If any Trainee (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, the JIB can be asked to intervene.

If the Trainee is a member of Unite the Union then the local Unite Regional Officer should be contacted.

2.6 Training Progress

A Trainee is under instruction during the whole of their training programme and their work must be carried out under supervision. The employer must ensure the correct level of supervision and support at all times.

Progress will depend on the pathway taken and the Personal Training Plan that has been identified for the Trainee.

The Trainee must have a personalised training plan agreed between them, their employer and Training Provider outlining the milestones needed for progression to each stage of the training programme.

Progression is not possible without the attainment of the assessment requirements for each Stage as set in the personal training plan.

Progression must be by agreement with the employer and confirmation to the attainment of the relevant targets set in the personal training plan with the training provider.

Recognised pathways have been listed in Appendix B.

a) Stages of the Craft Training Scheme

There are three stages to the JIB Craft Training Scheme.

All pathways under the JIB Craft Training Scheme will have three stages identified within the personal training plan. Progression to the next stage will be upon achievement and not restricted to any time scale.

Appendix B should be referred to for guidance on the staged requirements of the training programme undertaken for the qualification structure in the chosen occupation.

Stage 1:

Stage 1 is the usual entry point on the Craft Training Scheme.

To be signed up for the Craft Training Scheme the Trainee must have successfully completed the ECS Health, Safety & Environmental Assessment or the initial health and safety knowledge unit of the approved training programme.

Stage 2:

Progression to Stage 2 will be typically when the level 2 (or equivalent) components of the training programme have been successfully completed and the Stage 1 requirements, as identified in their personal training plan, have been successfully completed.

Stage 3:

Progression to Stage 3 will be typically when all of the knowledge components of the training programme have been successfully completed and the Stage 2 requirements, as identified in their personal training plan, have been also been successfully completed. Typically Stage 3 will be in the final year of the training programme.

During Stage 3 the site based competence assessment is to be finalised and the Assessment of Occupational Competence (AOC) is to be completed as the final part of the Craft Training Scheme.

The AOC taken will depend on the occupation of the training programme and must be approved by the JIB as part of the Craft Training Scheme qualification structure. For an Installation Electrician and Maintenance Electrician the AOC will be the AM2 which must be taken at an approved NET (National Electrotechnical Training) centre. If necessary, the Trainee is entitled to a second attempt at the AOC. If this is also unsuccessful, the Training Agreement may be terminated.

The Stage 3 requirements of the Trainee's personal training plan should be referred to for the details of the full requirement of Stage 3.

b) Qualifications

The qualifications required to be attained within the Craft Training Scheme are based on Industry National Occupational Standards. These 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 assessed.

In the Electrotechnical Industry, the minimum requirement for skilled status has been agreed as a full framework at Level 3 as set out in Appendix B.

The Craft Training Scheme requires the attainment of technical theory and demonstration of occupational competence through formal Industry training and assessment. As part of their assessment Trainees will be required to produce a portfolio for assessment against the Industry standard and undertake an AOC provided by NET.

It is essential that work based portfolios are accurately completed by the Trainee, and kept up to date. To assist in this process sufficient support and guidance from both the employer and Training Provider is crucial in collecting suitable auditable documentary evidence to complete the site competence element of the qualification taken.

Allied Trade occupations taken under the Craft Training Scheme must have JIB approval prior to the Trainee being signed up for this scheme. Where Allied Trade occupations have already been approved the details will be listed in Appendix B.

c) Advancement

Advancement is linked to both service AND attainment of qualifications. There are various targets within each stage which must be achieved before advancement to the next stage.

Throughout training it is important that continuous consultation takes place between the employer and the Training Provider. This process will monitor learning and competence progression and identify any shortfalls at the earliest possible opportunity.

Once the employer is satisfied that the targets have been met (guidance on this can be obtained from the Training Provider) they may advance the Trainee to the next stage. Progression is recognised by staged cards that may be applied for by the Trainee (or employer) with the endorsement of their employer.

d) Electrotechnical Certification Scheme Registration

Once the *full* requirements of the Craft Training Scheme qualification pathway have been met and certificated, the training programme will be completed and an application to the JIB to register for an ECS card must be made.

The ECS card registration must be in the occupation of the qualification pathway that has been certificated.

APPENDIX A

Colour Vision

All operatives working in the Electrotechnical Industry must have suitable colour vision to enable them to work safely and prevent danger to themselves, others and the built environment both during and after work activity.

A Trainee is under instruction and their work must be carried out under supervision. However, there are safety related activities that a fully qualified operative undertakes unsupervised that a Trainee must demonstrate as part of their assessments to becoming fully qualified. Where there is a possibility that the cable insulation colours may be misinterpreted, due to a lack of normal colour vision, safe independent working cannot be demonstrated. The Training Provider must be certain that the full range of the qualification can be achieved to the industry standard during training and assessment to demonstrate that they can work safely unsupervised.

Before a Trainee can be signed up to the Craft Training Scheme normal colour vision must be confirmed by production of suitable evidence from a Registered Medical Practitioner or Optician.

Normal colour vision may be demonstrated by undertaking the Ishihara Test. This test is passed if there are no more than 2 errors in plate numbers 2 to 17 of the test.

Alternatively the London University Colour Assessment and Diagnosis (CAD) screening test may be used. This test is passed if the test result produces a colour vision value equal to, or better than, 4 CAD units.

If the person being tested fails the Ishihara test then the CAD test may be used to determine that their colour vision is the "normal" requirement.

For additional information please refer to the JIB document "*Deficiencies in Colour Vision of Electrical Operatives – Guidance for Employment*" available from the JIB website.

Guidance for Registered Medical Practitioners and Opticians along with a model form for reporting the results of a colour vision test is available from the JIB website.

Note for Registered Medical Practitioner or Opticians: "Normal" colour vision may be demonstrated if the minimum of a Colour Vision category of 3 (CV3) is achieved using a suitable diagnosis. Colour Vision categories are defined in the United Kingdom Civil Aviation Authority (UK CAA) 2016 report on "*Analysis of European Colour Vision Certification Requirements for Air Traffic Control Officers*". CV3 is the 'Safe' trichromatic colour vision threshold where candidates demonstrate a normal of range of Yellow-Blue and Red-Green colour vision to a 'normal' level of visual performance. The Ishihara Test (no more than 2 errors in plate numbers 2 to 17 of the test) is considered a suitable screening test for indicating that the basic Industry requirement for normal colour vision has been met.

APPENDIX B

Electrotechnical Trainee Scheme Pathways

The 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, 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.

The following occupations are covered in the Craft Training Scheme:

- 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.

Where a Craft Training Scheme pathway does not exist additional pathways may be included and must have JIB approval for the qualification structure to be studied prior to the Trainee being signed up.

Qualification Structure 1 – Apprenticeship Pathway. Leading to completion of the full Electrotechnical Apprenticeship Standard (Including the Level 3 Electrotechnical Qualification (Installation or Maintenance) and the synoptic end-point assessment (the NET AM2S).

This pathway is only open to learners who have been registered onto a formal electrotechnical apprenticeship. Typically, this pathway will be used by learners, with support of their employer, who wish to be recognised as a JIB Trainee (Stages 1 to 3) under the JIB handbook terms and conditions of employment.

Scheme Stages

Stage 1 (Initial registration)

Must have had both employer and Training Provider induction and successfully passed:

Unit 01K Understand Health, Safety and Environmental Considerations

Or

The ECS Health, Safety & Environmental Assessment.

Stage 2

Must have been registered at Stage 1 and successfully completed the Stage 1 training programme with the minimum of:

Unit 01K Understand Health, Safety and Environmental Considerations (if initial registration made before this unit was taken)

Unit 02K Understand How to Organise and Oversee Electrical Work Activities

Unit 01P Apply Health, Safety and Environmental Considerations

Unit 03K Understand Terminations and Connections of Conductors

Unit 06K Electrical Scientific Principles and Technologies – Online assessment

Stage 3

Must have been registered at Stage 2 and successfully completed the Stage 2 training programme with the minimum of:

Unit 04K Understand Inspection, Testing and Commissioning

Unit 05K Understand Fault Diagnosis and Rectification

Unit 07K Understand the Requirements for Electrical Installations BS 7671: 2008 (2015)

Unit 02P Organise and Oversee the Electrical Work Environment

Unit 03P Terminate and Connect Conductors

Scheme Completion

Must have been registered at Stage 3 and successfully completed the Stage 3 training programme and completed all the remaining training and assessment units:

Unit 06K Electrical Scientific Principles and Technologies – Full assessment

Unit 08K Understand Design and Installation Practices and Procedures

Unit 04P Inspect, Test and Commission Electrical Systems

Unit 05P Apply Fault Diagnosis and Rectification

Plus either for the Installation Pathway – Unit 08P Apply Design and Installation Practices and Procedures

OR for the Maintenance Pathway – Unit 09P Apply Practices and Procedures for Maintenance
And

Successfully completed the NET synoptic end-point for the chosen pathway (the AM2S) as the final assessment of the qualification structure.

As the individual will legally be an apprentice, certain terms and conditions will apply that are not applicable to other Trainees. These are listed below.

1. Transfer

If either the trainee or the employer is dissatisfied with the progress of the training, or there is an exceptional change in the circumstances of either the employer or the trainee, an application can be made (by either party) to the Training Provider for a transfer of employment to be considered.

The Training Provider 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. If a trainee is a member of Unite the Union, they can seek advice from their Regional Officer. Such agreement by the employer 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 through the Industrial Relations Department.

2. Termination of the Traineeship

(a) Capability

The employer may terminate the traineeship if the trainee is unable due to capability of reaching the training standard necessary to progress through the training scheme.

Before such a decision is taken, the employer must involve the Training Provider, and, if the trainee 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 trainee achieve the relevant targets.

The procedure must follow the ACAS Code of Practice on Disciplinary and Grievance Procedures or the JIB National Working Rules if the apprentice is employed by a JIB member company. Both employers and trainees can seek advice from the JIB's Industrial Relations Department at any time. This includes non-member companies and their trainees under this pathway.

(b) Redundancy

In the event of a downturn in work an employer may need to consider whether it would be necessary to begin a redundancy process. In such a circumstance an employer is under an obligation to try and avoid the need to make employees redundant, but also to reduce the possible number of redundancies and to investigate ways of mitigating the effects of redundancy.

If it is the case a trainee may be made redundant under this pathway, the employer may, with the consent of the trainee, and, if the trainee is a member of Unite the Union, the Regional Officer, apply to the Training Provider for a transfer to be considered as a way of mitigating the effects of the redundancy. This may be onto an apprenticeship scheme given the pathway under which they are enrolled or as a traineeship under this Craft Training Scheme.

The Training Provider 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 traineeship, including wages.

Only in the event that an alternative employer cannot be found, may the traineeship (an apprenticeship in law) be terminated on the grounds of redundancy.

3. Attendance at Classes

All trainees will be required to attend college, or any other approved training establishment, as specified by the Training Provider. By the contractual agreement to train, the employer must allow the trainee to attend college at the designated times in order to complete the off-the-job vocational education and training elements required to complete the traineeship under the qualification pathway.

For each college/training day the employer will pay the trainee a normal working day's pay.

Employers will also need to pay the actual fares incurred and, where not recoverable from other sources, the employer will meet any fees applicable.

4. Advancement

Advancement is linked to both service AND attainment of qualifications. There are various targets within each stage of the traineeship which must be achieved before advancement to the next stage can occur.

Throughout the traineeship it is important that continuous consultation takes place between the employer and the Training Provider. This process will monitor learning and competence progression and identify any shortfalls at the earliest possible opportunity.

At the completion of the staged training plan, or at an annual review (typically in September of each year), the employer must review the progress of their trainees to establish whether they have achieved the training targets defined in their Individual Learning Plan.

Once the employer is satisfied that the targets have been met (guidance on this can be obtained from the Training Provider) they must advance the trainee to the next stage. Progression through the Training scheme is recognised by staged cards that may be applied for by the trainee (or employer) with the endorsement of their employer.

Trainees 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 traineeship but only after the process outlined in Section 1 above has been exhausted.

The enhanced hourly rate will be paid from the following pay week where applicable.

5. Appeals

Trainees 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, attempts must be made by the trainee to resolve the issue with their employer through, if necessary, the company's grievance procedure. Both employers and trainees can seek advice from the JIB's Industrial Relations Department at any time. This includes non-member companies and their trainees under this defined pathway.

Trainees who are members of Unite the Union should contact their Regional Officer for guidance.

6. Completion of Traineeship

Once the personal training plan has been completed by the trainee, the employer must initiate formal completion of the traineeship.

Completion of the traineeship at the end of Stage 3 requires attainment of the full training framework including all theory elements, site based competency assessment and the industry AOC.

The Advanced Apprenticeship Completion Certificate may be claimed by the Training Provider once the Stage 3 requirement has been met as this pathway forms a recognised apprenticeship.

Completion of a full apprenticeship framework, specific to this pathway under the Training Scheme, may include awards for Functional Skills stipulated within the relevant industry apprenticeship framework where it is a requirement of Government funding for an apprenticeship.

Where a trainee believes they are being unreasonably prevented from completing their traineeship, due to the employer not initiating this procedure, the issue should be raised as a grievance within the company grievance procedure. If the issue cannot be resolved internally this may be raised within the JIB Resolution Procedure.

Both employers and trainees can seek advice from the JIB's Industrial Relations Department at any time.

Note of Guidance: Completion Procedure

Apprenticeships have a special status in law. Trainees under this pathway are following an approved apprenticeship and therefore are subject to the same laws and requirements that an apprentice would be under the JIB Apprenticeship scheme. They are deemed as a strictly one-off contract which is incapable of being renewed. Therefore completion of a traineeship under this particular qualification pathway and non-engagement in a skilled status is not deemed as a dismissal. For clarification, this only applies to those who are engaged under a full apprenticeship framework pathway.

However employers are obliged to ensure that the traineeship 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.

To complete a trainee after the successful attainment of all the apprenticeship framework qualifications the employer must complete the relevant section of the ECS/Grading Application, the JIB Apprentice completion Form and provide copies of:

- The Training Completion Certificate and
- A copy of the Level 3 qualification in the relevant electrotechnical apprenticeship framework

The completed application along with the certificate copies must be made to the ECS Department at the JIB within 14 days of receipt of the completed ECS form to the employer receiving the evidence. Companies intending to retain the services of the trainee following completion of this particular qualification pathway (which is in law an apprenticeship) need to issue a new Contract of Employment 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.

For JIB member companies, a completed trainee becomes entitled to the rate of pay for their occupation from the pay week following the date of grading. The JIB will electronically notify both the employer and the newly-graded operative of the JIB grade awarded.

7. Termination of Employment upon completion of Apprenticeship

To ensure that companies do not become liable for claims of Unfair Dismissal, if they do not intend to retain the services of the trainee under this particular apprenticeship qualification pathway following their completion, it is recommended that they adhere to the following procedure, which has been written in line with National Working Rule 19:

- (i) Advise the trainee 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 trainee to determine a finite date for completion of the traineeship and the date of termination. The trainee has a right to be accompanied at this meeting. They may be accompanied by a fellow employee or, if appropriate, a Union the Union Regional Officer.
- (iii) 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.
- (iv) If an appeal is lodged, a further meeting should take place for this to be considered. As before, the trainee has a right to be accompanied.
- (v) 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 traineeship.

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 completion 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 trainee'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 trainee as the traineeship will have already been completed.

Qualification Structure 2 – The Level 3 NVQ Diploma in Installing Electrotechnical Systems and Equipment (Buildings, Structures and the Environment)

Stage 1 (Initial registration)

Must have had both employer and Training Provider induction and successfully passed:

Unit 01 Understanding Health and Safety legislation, practices and procedures (Installing and maintaining electrotechnical systems and equipment)

Or

The ECS Health, Safety & Environmental Assessment if the employer requires the Trainee to be registered prior to the successful study and assessment of Unit 01.

Stage 2

Must have been registered at Stage 1 and successfully completed the Stage 1 training programme with the minimum of:

Unit 01 Understanding Health and Safety legislation, practices and procedures (Installing and maintaining electrotechnical systems and equipment) (if initial registration was made before this unit was taken)

Unit 02 Understanding environmental legislation, working practices and the principles of environmental technology systems

Unit 13 Overseeing and organising the work environment

Plus either for the Installation Pathway - Unit 15 Planning, preparing and installing wiring systems and associated equipment in buildings, structures and the environment **AND** Unit 16 Terminating and connecting conductors, cables and flexible cords in electrical systems

OR for the Maintenance Pathway - Unit 21 Understanding the practices and procedures for overseeing and organising the work environment (electrical maintenance) **AND** Unit 22 Understanding the practices and procedures for planning and preparing to maintain electrotechnical systems and equipment

Stage 3

Must have been registered at Stage 2 and successfully completed the Stage 2 training programme with the minimum of:

All knowledge units for the chosen pathway to have been successfully completed.

Completion

Must have been registered at Stage 3 and successfully completed the Stage 3 training programme and completed all training and assessment units for the chosen pathway

And

Successfully completed the NET end-point for the chosen pathway (the AM2) as the final assessment of the qualification structure.

Qualification Structure 3 – Generic Pathway structure guidance.

JIB approval is needed prior to a Trainee being permitted to sign up on any alternative pathway. The qualification structure will follow the following model.

Stage 1 (Initial registration)

Must have had both employer and training provider induction and successfully passed:

The first scheme unit covering Health and Safety legislation, practices and procedures

Or

The ECS Health, Safety & Environmental Assessment if the employer requires registration prior to the successful study and assessment of the first scheme unit covering Health and Safety legislation, practices and procedures.

Stage 2

Must have been registered at Stage 1 and successfully completed the Stage 1 training programme with the minimum of all knowledge units at an equivalent of level 2.

Stage 3

Must have been registered at Stage 2 and successfully completed the Stage 2 training programme with the minimum of all knowledge units for the chosen pathway expected to have been successfully completed.

Completion

Must have been registered at Stage 3 and successfully completed the Stage 3 training programme and completed all training and assessment units for the chosen pathway

And

Successfully completed the appropriate industry end-point assessment.

APPENDIX C

Stages of Entry for Trainees with Existing Qualifications

Entry on to the Craft Training Scheme may be made at any staged level if the applicant already holds approved equivalent qualifications.

Potential candidates with older qualifications and a number of years experience working within the Industry may find that the JIB Mature Candidate Assessment provides a more appropriate assessment strategy to meet the full chosen Industry qualification pathway.

In all cases new registrations to the Craft Training Scheme must have had both employer and Training Provider induction and support to attain the full scope of the chosen pathway.

For the Electrical Installation and Maintenance Electrician pathways the following qualifications have been mapped against the qualification outcome as meeting the technical certificate requirements of the chosen qualification pathway for registration onto the Craft Training Scheme.

Stage 1 (Initial registration)

Scheme entry at Stage 1 requires:

The first scheme unit covering Health and Safety legislation, practices and procedures

Or

The ECS Health, Safety & Environmental Assessment

Stage 2

New registrants already holding the following qualifications are deemed to have satisfied the Stage 1 criteria for initial registration and can enter the Craft Training Scheme at Stage 2:

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**

City and Guilds 2365-02 Level 2 Diploma in Electrical Installation (Buildings and Structures) (600/5498/0) **or**

EAL Diploma in Electrotechnical Services Units 1,2,3,4,5 & 6 **or**

EAL Level 2 Diploma In Electrical Installation (QCF) (600/6724/X) **or**

EAL Level 2 Intermediate Diploma in Electrical Installation (601/4561/4)

Stage 3

New registrants that already hold the following qualifications are deemed to have satisfied the Stage 2 criteria for initial registration and can enter the Craft Training Scheme at Stage 3:

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**

City and Guilds 2365-03 Level 3 Diploma in Electrical Installation (Buildings and Structures) 600/5499/2 **or**

City and Guilds 8202-30 Level 3 Advanced Technical Diploma in Electrical Installation (Tecbac) (601/7307/5) **or**

EAL Diploma in Electrotechnical Services Level 3 (All ten Units) **or**

EAL Level 3 Diploma in Electrical Installation (QCF) (600/9331/6) **or**

EAL Level 3 Advanced Diploma in Electrical Installation (601/4563/8)

3. 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 Apprentices
- Assisting employers in the recruitment and selection of Apprentices
- Contracting with the Education and 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 can be contacted on Freephone number 0800 085 2308 or visit their website: www.jtltraining.com.

JTL contact details:

JTL

National Administration Centre
Unit 3H Redwither Tower
Redwither Business Park
Wrexham
LL13 9XT

Freephone: 0800 085 2308

E-mail: info@jtltraining.com

Website: www.jtltraining.com

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JIB Benefits

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1. JIB BENEFITS SCHEMES

1.1 GENERAL RULES

Employers shall provide welfare benefits for those employed under JIB Rules through ECIS (EC Insurance Services Ltd) – authorised and regulated by the Financial Conduct Authority (Reference Number 312803). ECIS is a wholly owned subsidiary of the Electrical Contractors' Association Ltd. Further information is given on the ECIS website at <https://www.ecins.co.uk/industry-schemes/joint-industry-board/>. ECIS can be contacted directly for the current range of benefits available (Tel.: 0330 221 0241. Email: ecis@ecins.co.uk).

Each JIB Graded operative ("operative") employed by a JIB employer participant ("employer") is entitled to certain JIB Benefits ("Benefits") subject to the Rules and scale set out below:

1. Each adult operative must be a graded member of the JIB. (See Miscellaneous 1.9(b) below for non-graded non-electrical provisions).
2. The employer must provide the operative with the Benefits specified in this section. ECIS provides access to the JIB Benefits Scheme, which is fully compliant with JIB rules. Employers may provide the benefits through alternative providers by prior agreement with the JIB.
3. Employers using ECIS to provide these benefits must comply with the following rules:
 - 3.1 Benefits are purchased according to a weekly schedule of working weeks, operated and maintained by ECIS on behalf of the JIB.
 - 3.2 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. Where employees are already covered by alternative schemes these may continue by mutual agreement with the JIB provided that they offer benefits with effect from the date of employment which are in accordance with those provided by ECIS hereunder. Self-insurance is prohibited. Where appropriate, top-up arrangements will apply to ensure that the benefits taken as a whole are comparable with the benefits under the JIB Rules.
5. An operative who is graded on completion of apprenticeship is entitled to the specified benefits from the effective date of grading.
6. 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.

7. Employers who persistently fail to provide the specified Benefits for their operatives will be subject to the disciplinary provisions of the JIB.
8. Operatives who become unemployed as a result of being made redundant by a JIB employer may maintain entitlement to Life Assurance and Disablement Benefits 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 ECIS and the Department of Work and Pensions ("DWP") as being unemployed and available for work. The employer must purchase benefits from ECIS for the operative up to the end of the last week of their employment in order for this facility to be available.

If an unemployed operative wishes to extend their private medical cover at their own expense, they can do so by contacting ECIS to register on the Leavers' Scheme. This facility provides a self-pay option to access the private medical cover as a stand alone benefit.

9. 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.
10. 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 JIB Benefits package provided by ECIS costs £19.29 per operative per week (2024).

This packaged Scheme provides the benefits listed below, including Private Medical Cover, Sick Pay cover, Death in Service Cover, Personal Accident Cover and Occupational Health Assessments.

Notes

- (a) A "Purchasing Period" is defined by ECIS 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 through the Canopy Portal or by contacting ECIS at ecis@ecins.co.uk.
- (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 money held as part of the Holiday Pay Scheme 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.
- (d) Operative and apprentice members who are working overseas whilst normally resident in the UK have the following restrictions on cover:
 - Private Medical Cover is not provided whilst working overseas. Private Medical Cover can be utilised on return to the UK for conditions/injuries arising whilst overseas so long as continuous benefit enrolment is maintained. Repatriation cover is not included in the Private Medical Policy.

- Sick Pay Cover, Death In Service Benefit and Personal Accident Benefits (including Accidental Death Benefit, loss of limb/sight and Permanent & Total Disability Benefit) are covered whilst working overseas subject to the following provisions:
 - The operative or apprentice will take no more than 14 overseas business trips per calendar year and;
 - The operative or apprentice will spend no more than 30 days overseas on business trips per calendar year.
 - Evidence that the above conditions have been met will be required by the insurers in the event of a claim arising whilst the individual is working overseas.
- Occupational Health Assessments are only available in the UK.

If additional overseas cover is required then it is the responsibility of the employer to arrange this.

- (e) JIB employers who participate in the JIB Benefits Scheme provided by ECIS agree to be party to the contracts of insurance that cover the benefits described and that they and their operative employees are subject to the terms & conditions of those contracts. Copies of all scheme insurance documents are available from ECIS on the Canopy system or by contacting ecis@ecins.co.uk.

1.2 PRIVATE MEDICAL COVER

Private medical cover must be provided for operatives as part of the JIB Benefits package. Eligibility criteria is specified in Section 1.1. The ECIS Scheme offers the features detailed below. If an employer wishes to provide this benefit from an alternative provider, they must provide evidence to the JIB that equivalent benefits are being provided.

The ECIS Private Medical Scheme includes the following features:

- Full cover for hospital treatment and in-patient diagnostics as well as musculoskeletal and mental health quick referral services. There are also cash benefits available for NHS hospital stays.
- An outpatient limit of £1,750.
- An annual rolling excess of £150.
- Full cover for cancer diagnostics and treatment.
- 45-day in-patient mental health cover.
- AI Assisted Instant GP mobile app.

In order for an operative to be covered, their employer must purchase weekly benefits for them within the timescales communicated by ECIS.

- Operatives will be covered under the terms of the policy from the first week purchased under the scheme until the end of the final week purchased.
- Exclusions & conditions apply. Contact ECIS on 0330 221 0241 or by email at ecis@ecins.co.uk for full policy details and exclusions.
- Full terms and conditions will be sent to employers annually.
- **The 2023 insurer for the Scheme is Bupa Insurance Limited. Operatives can call the Bupa helpline on 0345 606 0802 to check eligibility and make a claim.**

Note: Details above are correct at the date of publication, but may change in line with Bupa terms & conditions.

1.3 SICK PAY

The JIB rules specify that employers must provide sick pay to operatives at the rates outlined below. The JIB Benefits Scheme operated by ECIS provides Sick Pay Cover for JIB employers to cover this liability.

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. After eight weeks of continuous sickness absence, payment of waiting days 8-14 (i.e. the second week of the sickness absence claim) will be made retrospectively. There will be no payment for days 1-7 (i.e. the first week). 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

For new periods of sickness commencing on or after **Monday 6th January 2014**:

	Others (see note)	Electrician	Approved	Technician
Weeks 1 & 2	Nil	Nil	Nil	Nil
Weeks 3 to 24	£150.00	£160.00	£170.00	£180.00
Weeks 25 to 52	£75.00	£80.00	£85.00	£90.00

For new periods of sickness commencing on or after **Monday 2nd January 2023**:

	Others (see note)	Electrician	Approved	Technician
Weeks 1 & 2	Nil	Nil	Nil	Nil
Weeks 3 to 24	£160.00	£170.00	£180.00	£190.00
Weeks 25 to 52	£80.00	£85.00	£90.00	£95.00

Notes

- "Others" covers Labourer, Trainees covered under Craft Training Schemes, ECS Experienced Worker and the Electrical Improver grade.
- JIB Sick Pay is payable in addition to SSP and is liable for PAYE and National Insurance deductions.
- From 6th April 2022, SSP is £99.35 per week.
From 6th April 2023, SSP is £109.40 per week.
- The Benefit ceases after 52 weeks (including waiting days) in any 52 week period.
- Operatives will retain other Benefits for 52 weeks from the onset of sickness provided ECIS 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.

- (g) For details of how to claim under the Sick Pay Scheme, please contact ECIS on 0330 221 0241 or email ecis@ecins.co.uk.
- (h) For details of the insurer providing the cover for this product and their policy wording please contact ECIS on 0330 221 0241.

1.4 DEATH IN SERVICE COVER

The JIB Benefits Scheme provides Death in Service benefit of £30,000 for eligible operatives under a Group Life Insurance Policy. This benefit is payable for death by any cause. Claims must be submitted within 2 years. For details of how to claim contact ECIS on 0330 221 0241, by email at ecis@ecins.co.uk or check the ECIS website at www.ecins.co.uk.

With effect from Monday 6th January 2025, A £10,000 increase to death in service benefit under the Group Life Insurance Policy, which is therefore an increase from £30,000 to £40,000 for eligible operatives.

In addition, Accidental Death Benefit may be payable. See section 1.5 for details.

1.5 PERSONAL ACCIDENT COVER

The JIB Benefits Scheme operated by ECIS 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 commuting to or from work, which together with the separate life insurance death in service benefit of £30,000 provides a total benefit of £42,500.
 - (ii) £55,000 in the event of death occurring as a direct result of accidental bodily injury sustained while at work. When added to the separate life insurance death in service benefit of £30,000 this provides a total benefit of £85,000.

From and including **Monday 2nd January 2023**

- (a) Accident Death Benefit:
 - (i) £12,500 in the event of death occurring as the direct result of an accident when commuting to or from work, which together with the separate life insurance death in service benefit of £30,000 provides a total benefit of £42,500.
 - (ii) £70,000 in the event of death occurring as a direct result of accidental bodily injury sustained while at work. When added to the separate life insurance death in service benefit of £30,000 this provides a total benefit of £100,000.
- (b) Permanent & Total Disability (Personal Accident) Benefit:
 - (i) £25,000 in the event of accidental bodily injury that results in an operative's permanent total disablement from their usual occupation. The benefit is increased to £50,000 in respect of occupational accidents (not including commuting).
 - (ii) Operatives who, as a result of accidental bodily injury or illness (see note below), suffer loss of a limb or permanent and total loss of vision, may claim £25,000 permanent disablement benefit.

Note: Illness is defined as a sudden and unexpected deterioration in health which first manifests itself during the period of insurance and is not caused by bodily injury and that, independently of any other cause within two years of diagnosis results in qualifying disablement.

- (c) Permanent Disablement (Illness) Benefit:
 - (i) Disablement benefit in respect of a sudden and unexpected deterioration in health as a result of illness which, within 2 years of its first diagnosis and independently of any other cause, results in an operative's permanent total disablement from their usual occupation during the period of insurance.
 - (ii) This benefit is provided by a separate sickness benefit policy and applies only if the condition is not covered by the Permanent & Total Disability Benefit in (b) above.
 - (iii) The benefit payable depends on the registered operative's years of service in the industry, years to state pension age and the extent of their disablement.
 - (iv) The maximum benefit payable to any one operative is £25,000.
- (d) In respect of (a), (b) and (c) above, the insurers will not pay any claim first notified to the insurers more than 12 months after the accident event or confirmation of permanent disablement by a medical professional.
- (e) Note: In respect of (a), (b) and (c) above, the insurers will not pay any claim with an incident date after the operative's 75th birthday.
- (f) Note: In respect of (b) and (c) above, any payment made will be in lieu of any other benefit under the JIB Benefits Scheme.

A copy of the full policy terms and conditions are available from ECIS. To make a claim please contact ECIS on 0330 221 0241 or by email at ecis@ecins.co.uk.

1.6 OCCUPATIONAL HEALTH ASSESSMENTS

An Occupational Health Assessment (OHA) is a medical examination that assesses whether an operative is fit to perform the tasks required for their job role. A medical report is provided to the operative that outlines any issues discovered. The employer receives a certificate confirming whether an operative is fit for work, fit for work with adjustments or not fit for work.

Employers who participate in the JIB Benefits Scheme can obtain reimbursement for the cost of eligible OHAs for the operatives they have registered on the Scheme, subject to the rules below:

1. Employers can obtain funding for each OHA from ECIS, up to the cost of the OHA or £85.00 (excluding VAT), whichever is the lower amount.
2. Funding for one OHA per registered operative can be obtained every three years.
3. If an operative changes employer and has had a funded OHA within the past three years, the new employer will not be able to request further funding until three years has elapsed since that funding date. It is important that the employer checks eligibility with ECIS before arranging an OHA.
4. The JIB has a list of preferred OHA providers which is available on the JIB website at www.jib.org.uk/oha and on request from ECIS or the JIB.
5. Employers may request funding for all JIB operatives who have been registered on the JIB Benefits Scheme for a minimum of 4 weeks and who are up to date with their benefits credit purchases.

6. It is not a requirement of the Scheme or of the JIB for an employer to provide an OHA, nor is it mandatory for an operative to attend if they do not wish to do so.
7. In order to be eligible for funding, an OHA must cover the following tests as a minimum standard:
 - Musculoskeletal questionnaire/assessment
 - Skin health check
 - Respiratory health check
 - Audiometry health check
 - Blood pressure
 - Vision (Keystone test)
 - Vibration health check
 - Colour vision (Ishihara)
 - Urinalysis
 - Mental health/workplace stress assessment

Any additional costs, including workplace adaptations and further tests, are the responsibility of the employer. Please ensure that you have read the information provided by the JIB on OHAs. This is available from the JIB at www.jib.org.uk/oha.

8. The process for requesting funding for an OHA is:
 - a. Employer checks that the operative is eligible for a funded OHA. This can be done by logging in to the ECIS Canopy online administration system and viewing the operative's record.
 - b. Employer arranges OHA with chosen provider and pays provider directly.
 - c. Employer submits claim using the ECIS Canopy system.
 - d. Supporting documentation will be required. This includes an invoice from the OHA provider that outlines the tests undertaken and includes an invoice number, as well as proof of payment.
 - e. Once received, ECIS will review the funding request and, if all eligibility criteria have been met then funds will be paid to the employer on a monthly basis, on or after the 20th of each month.
 - f. Funding requests must be submitted to ECIS within 12 months of the OHA taking place. Requests submitted after this date will not be reimbursed.

The funding for OHAs replaces the previous arrangement for Personal Health Assessments (PHAs). With effect from 1st January 2018, PHAs will no longer be funded through the JIB Benefits Scheme and operatives will cease to receive periodic invitations. PHAs are still available on a self-pay basis at discounted rates from ECIS.

Contact ECIS on 0330 221 0241 or by email at ecis@ecins.co.uk for more details.

1.7 DISABILITY WAIVER

JIB graded operatives may retain eligibility to Life Assurance (Death by any cause). All benefits other than life cover cease at the end of the last benefit week purchased. Once under the waiver, a claim can be submitted for permanent disablement if this is confirmed by a medical professional within 2 years of the date of the incident that caused the disablement. The incident date must be prior to the end of the last credit week purchased. Any claim will be subject to the terms outlined in Section 1.5. 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 state pension age. Contact ECIS Benefits on 0330 221 0241 for more information.

1.8 JIB REGISTERED APPRENTICES

JIB registered apprentices, who are employed by JIB member companies, are entitled to the following benefits:

- Life Assurance of £10,000 (death by any cause).

Accidental Death Benefit of:

- (i) *"£10,000 in the event of death occurring as the result of an accident 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) *£25,000 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 £35,000.*

Permanent & Total Disability up to £10,000

Note: Illness is defined as a sudden and unexpected deterioration in health which first manifests itself during the period of insurance and is not caused by bodily injury and that, independently of any other cause within two years results in qualifying disablement.

In order to provide Apprentices with the above benefits, JIB and Non-JIB Employers can register the individuals with EC Insurance Services Ltd (ECIS) and pay the required weekly premium by Direct Debit.

Premium rates and further details are available from ECIS by e-mailing ecis@ecins.co.uk or phone 0330 2210241.

1.9 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

Options are available from ECIS to provide the benefits covered under the JIB Benefits Scheme for non-graded, non-electrical employees. Costs may vary depending on the category of employee being registered. For more information please contact ECIS on 0330 2210241 or by email at ecis@ecins.co.uk.

(c) 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

(d) Continuation of Benefits after State Pension Age

Employers may continue to purchase benefits, and all insurances will continue to apply, up to an Operative's 75th birthday.

It is not normally possible for a new entrant to begin cover after they have reached state pension age. Exceptions will be considered by ECIS depending on individual circumstances. An example of an exception would be an operative, who is already covered, changing employer after state pension age is reached.

(e) Benefits Contributions

The provision of Benefits for each operative is an integral part of the JIB Wages and Conditions. It is the responsibility of the employer to provide the benefits listed in this section for each JIB operative that they employ. If the employer is providing these benefits through ECIS, then ECIS will regularly check Benefits contributions to ensure that individual employers are in compliance. Operatives are entitled to request purchasing history of these benefits from ECIS or to require their employer to provide evidence that a compliant alternative is being provided.

Private Medical Cover, Sick Pay, Death Benefit, Accidental Death Benefit and Permanent & Total Disability Benefit 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 from ECIS, their operatives will not be paid by the JIB or 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 may be raised through the JIB Resolution Procedure.

(f) Complaints

To make a complaint, please visit www.ecins.co.uk/complaints/ or call 0330 221 0241.

Private Medical Insurance isn't just for your operatives.

ECIS provides many JIB operatives with Private Medical Insurance (PMI), helping your staff get back on their feet quicker.

Did you know that you can add your office staff to the ECIS PMI Scheme so they can access the same quality health care at times that work for them?

PMI cover will typically provide access to reduced hospital waiting times and a more comprehensive range of specialist treatments,

For added convenience, all PMI scheme members can access the Babylon Digital app and Direct Access Services to get medical advice when needed – no more long waits for a doctor's appointment.

Don't forget that your employees can add family members to the PMI scheme.

**To find out more about
what ECIS can do for you,
call 0330 221 0241.**

web: ecins.co.uk
email: ecis@ecins.co.uk



2. THE BLUESKY PENSION SCHEME

The Bluesky Section of Crystal is the non-profit arrangement operated by Evolve Pensions as part of the Master Trust, Crystal. Crystal is an auto-enrolment qualifying Master Trust, which prides itself on innovation and value for money, authorised by The Pensions Regulator.

Historically The Bluesky Section of Crystal has been the JIB's chosen pension provider for over 30 years and the links to the JIB remain strong with Trustee representation from Unite the Union and the Electrical Contractors Association. Crystal is overseen by this Trustee and Evolve's strategists who work diligently together to ensure that it remains one of the best pension solutions available.

The Bluesky Section of Crystal offers first-class Target Date Funds as a default fund for your Employees when participating in the scheme and a further 12 options should they wish to self-select including our market-leading Lifestyle Strategy. Further information about the investment options available in The Bluesky Section of Crystal can be found by visiting the website: evolvepensions.co.uk/crystal/bluesky

Any employer can join The Bluesky Section of Crystal using our online Sign Up Now process and there are no sign-up charges for members of the JIB. You can register to sign up through our secure online portal evoPlus by visiting <https://evoplus.evolvepensions.co.uk/Register>

Members of The Bluesky Section of Crystal can view their fund in real time, check personal details, update beneficiaries, and complete transfers-in, using the 24/7 self-service portal, evoLink.

Additionally, using evoPlanner, Members can see how changing the amount they pay in each month or transferring in might affect the value of their Retirement Savings when they are ready to start accessing them.

Crystal also offers the opportunity to draw down pension benefits via Crystal, which was the UK's first trust based Drawdown scheme. Individuals can use evoRetire, our Drawdown tool, to see which one of the 5 Drawdown funds available to them might best suit their needs. All of Crystal's funds are flexible meaning there are no ties and Members can switch between funds or leave and withdraw their Retirement Savings at any time.

Also, 2022, new regulations state that if you are involved in the running of a pension scheme with assets of under £100million, it is likely that you will be affected by the Value for Members Assessment regulations. Employers are required to carry out a detailed assessment of how their scheme delivers value for Members.

If you would like to find out more about the assessment requirements and take our free health check visit Evolve's Value for Members microsite <https://www.valueformembers.info/>

3. STATUTORY PENSION PROVISION

Eligible operatives must be automatically enrolled onto a pension scheme. Employers must make a minimum contribution of 3% together with an operative's contribution of 5%, to achieve the legal minimum contribution of 8%. Employers may have the option to pay in more than 3% in which case an employer can, if they wish, increase their contribution, and reduce the operative contribution to achieve 8% combined contribution.

Operatives can choose to opt out of an auto enrolment scheme by contacting the pension provider. Employers are required to re-enrol any operative that has opted out of an auto-enrolment scheme every three years.

4. JIB SKILLS DEVELOPMENT FUND

The JIB Skills Development Fund is the working name of the Further Education Fund for the Electrical Contracting Industry.

The JIB Skills Development Fund promotes further education and maintains higher standards of technical knowledge within the industry.

The Committee helps those who wish to undertake courses and training deemed as further education. Such courses are normally over and above the minimum requirements of the JIB grading structure.

To be eligible for funding applicants must be directly employed by a JIB member company, a registered apprentice (JIB or non-JIB) or a registered unemployed operative who holds a valid ECS card.

The Fund promotes a higher standard of technical knowledge and craftsmanship. This is done through the funding of courses relevant to the industry, usually for 75%.

The amount funded per course has been increased in 2018 from the flat £625 per course to an amount dependent on the level of qualification undertaken.

Level 3 Courses

BTEC National Certificates (including Bridging Courses) have been the most common Level 3 courses funded. Bridging courses will allow progress onto HNCs and higher level qualifications.

Courses in this category will include additional occupational disciplines to NVQ Level 3, BTEC National Certificates (including Bridging Courses), and courses in niche areas, such as photovoltaic courses. These courses attract funding of up to £750 per funding year.

Level 4–5 Courses

These courses are those at an HNC or HND level. The most common courses are the HNC in Electrical and Electronic Engineering and the HNC in Building Services.

These Level 4 and Level 5 courses receive up to £1000 per funding year.

Level 6 Courses

These courses are those at Degree level. These courses receive up to £1,250 per funding year.

Level 7 Courses and above

These courses, which would be Masters Level or higher, attract the Sponsorship Grant of £3,000.

For those who are unemployed, the Committee has a much wider discretion and can decide upon the appropriate amount of funding, taking individual circumstances into account.

Funding may also be available for anyone wishing to undertake research that will be of benefit to the industry as a whole. Discretion for funding lies with the Committee.

For further information please see the JIB Skills Development sections of the Operatives' and Employers' areas of the JIB website at www.jib.org.uk

**Electrotechnical Certification Scheme
Partnered to the
Construction Skills Certification
Scheme**

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ELECTROTECHNICAL CERTIFICATION SCHEME (ECS) PARTNERED TO THE CONSTRUCTION SKILLS CERTIFICATION SCHEME (CSCS)

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 from 2002 all trades are required to participate in skills' certification schemes, with 100% of operatives on their sites holding appropriate cards.

CSCS Partner Scheme

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 partnered to the Construction Skills Certification Scheme.

The ECS is administered by the JIB and the SJIB on behalf of Unite the Union, the Electrical Contractors' Association (ECA) and SELECT. The ECS Card incorporates the holograms of CSCS and ECS Assessment to show achievement in ECS Standards in Health & Safety awareness.

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 the scheme is available to anyone who can demonstrate the industry level 3 competency based standard such as a National Vocational Qualification (NVQ) through a JIB recognised UK electrotechnical qualification. The Scheme offers all electrotechnical craftspeople the opportunity to receive their own card, whether at skilled level, as Apprentices or Trainees, or as Labourers. Site Support Occupations are available for non electrical personnel who require access to construction sites. The ECS Related Discipline is also available for electrotechnical trades that support or rely on the work of an electrician.

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, Network Infrastructure, Telecommunications, Digital Support, Highway Electrical and Fire and Security industries have recognised the benefits of the ECS and developed disciplines for inclusion in the Scheme.

HS&E Assessment

Health and 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 on the ECS card. Since September 2015, all assessments are required to demonstrate health, safety and environmental awareness. Cardholders are able to qualify as "ECS ASSESSED" by success in a multiple choice test –

The ECS Health, Safety and Environmental Assessment – or, when permitted, providing evidence of a valid exemption. A current list of exemptions can be found on the ECS website at www.ecscard.org.uk

JIB Grading

The JIB Grades will only be shown on an ECS card where one has been awarded. The JIB grading definitions are set out in the JIB handbook, the standards for these grades are strictly regulated.

Registered apprentices must show they have gained the relevant Level 3 recognised apprenticeship standard for their discipline during their apprenticeship. Grading will be in the discipline that has been demonstrated in the competency assessment of the apprenticeship standard and approved for that qualification. Full details of the approved qualifications for the award of an ECS card are available from the JIB and are listed on the ECS website.

Access to the JIB Grading System is an integral feature of the ECS. The application invites all who are interested to apply for a JIB Grade to be shown on their card, whether working for a JIB member-company, other organisation or if they are self employed. Equally, anyone holding a JIB Grade may apply to be regraded if they meet the minimum requirements for a higher grade. Details of the standards which are required for each of the JIB grades are included in this handbook.

The reverse of the Gold card identifies the route by which the holder has achieved certification, additional vocational qualifications such as inspection and testing qualifications or the national certificate of core competence for Working in Explosive Atmospheres (CompEx) can be shown where these are held.

ECS Installation Electrician Gold Card Requirements

The Installation Electrician ECS gold card demonstrates that the holder has completed a formal industry regulated competency based qualification, which includes technical theory with practical and competency assessments.

Applications for this card are open to anyone who holds the relevant qualifications, regardless of when they carried out their formal training, or who they work for. Since 1999 the mandatory requirement for the Installation Electrician ECS gold card has been the industry level 3 apprenticeship standard or approved JIB level 3 competency based qualification standard. A formal apprenticeship is the easiest way to demonstrate the formal industry requirement for a competency based qualification. However, it is recognised that there are multiple routes to qualification and so the electrical industry has introduced the Experienced Worker Assessment to enable applicants to attain the same training and assessment standard that is required to apply for an ECS gold card and an Installation or Maintenance Electrician. More information is available from www.the-esp.org.uk/our-work/ewa/.

Electricians who Train Overseas

When an applicant for an ECS card has been trained outside the UK they need to demonstrate that they have fully met the same UK qualification standards as if they had been trained in the UK. To demonstrate that the UK qualification standard has been met all applicants for an ECS gold card as an Installation or Maintenance Electrician must complete an Electrotechnical Skills Statement with ECCTIS and the Electrotechnical Experienced Worker Assessment. more information is available from <http://www.ecscard.org.uk/non-UK-qualifications>.

Apprentices

Where apprentices can show that they are undertaking a formal industry apprenticeship framework – of any electrical/electronic discipline (not necessarily JIB-registered) they can obtain an 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". Apprentice ECS cards are available from training providers who are registered with the JIB.

Trainees

All other trainees may apply for a 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 electrician. All such operatives' cards will carry the JIB logo. Trainee ECS cards are available from training providers who are registered with the JIB.

Highway Electrical Industry

An agreement is in place between the JIB and the Highways Electrical Association (HEA) making the ECS card the means of identifying the registration of competence for members of the HEA through the Highways Electrical Registration Scheme (HERS).

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.

All organisations carrying out electrical work on highways are required to register with the Highway Electrical Industry Registration Board for the Registration of Authorised Persons.

Once the Organisation is 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 ongoing process which ensures that the employee's competence is maintained.

All enquiries and applications should be made to 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 (black) card holders to apply for TMiET membership of the Institution, black cardholders 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 black 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.

Assuring Competence in Engineering Construction (ACE)

A collaboration between the ECS and the ACE allows 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

The ECS covers occupations across the whole electrotechnical sector including electrical, fire, emergency and security systems, network infrastructure and telecoms, audio-visual, digital support and a number of other disciplines. For a full list, please see www.ecscard.org.uk.

Fees

For full information on JIB services and prices relating to the Electrotechnical Certification Scheme, please go to www.ecscard.org.uk.

To Apply for an ECS Card

Applications for an ECS card are made on-line via the ECS card website. MyECS allows individuals to make their application, and the ECS Employer Portal system is used by electrical contractors to manage card applications on behalf of their employees.

The application form must include details of an apprenticeship or other practical training, the technical/vocational qualifications and competency assessments that have been gained, along with employment experience. If a Level 3 NVQ apprenticeship standard has been achieved in an electrical/electronic subject or a technical certificate and evidence of practical competence can be shown then the applicant may qualify for a gold ECS card. Full details of the qualifications that are needed for an ECS card can be found on the ECS card website.

Each application must include full certificated and auditable documented evidence that supports the ECS occupation and JIB grade being applied for. The processing team cannot accept unit accreditation, part qualifications or the applicant's declaration for qualifications held. Any ECS card issued will be based on the evidence provided with the application made.

The front of the ECS 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.

ECS renewals and upgrades are made online via the ECS card website.

A passport-style photograph must be provided with each application (initial and renewals).

Administration

The Scheme is administered in England, Wales and Northern Ireland by the JIB.

Further details of the ECS are available from:

JIB

PO Box 127,

Swanley,

Kent

BR8 9BH

Telephone: 01322 661 600

e-mail: administration@ecscard.org.uk

Web: www.ecscard.org.uk

The information provided in this document is for the ECS provided by the JIB. Applications and information throughout Scotland will vary and need to be confirmed with the Scottish Joint Industry Board (SJIB). The SJIB can be contacted at: SJIB, The Walled Garden, Bush Estate, Midlothian EH26 0SB. Telephone: 0131 445 9216, e-mail: admin@sjib.org.uk

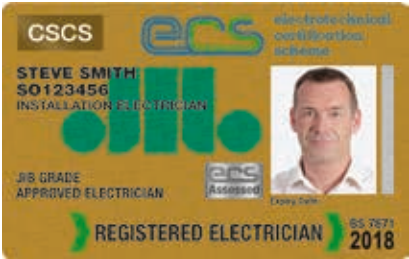
ECS CARD DESIGNS



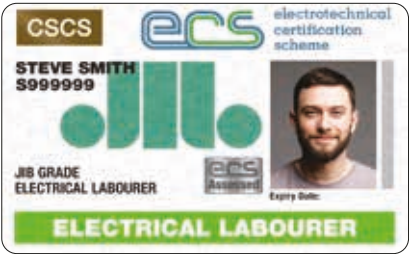
All Skilled Grades/Disciplines



Card Reverse



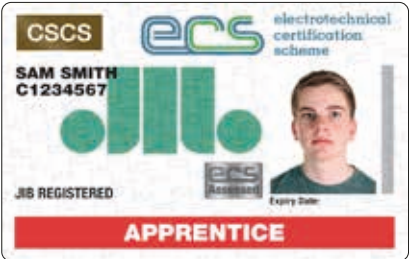
ECS Registered Electrician



Unskilled and Cabling Grades



Adult Training Scheme Grades



Apprenticeships



Managerial

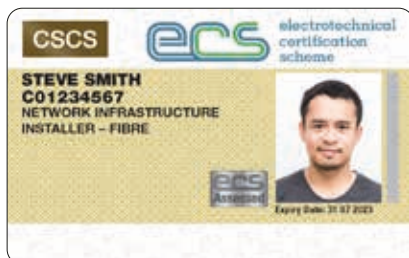


ECS Site Support

ECS CARD DESIGNS



Experienced Worker – Gold



Network Infrastructure Specialist



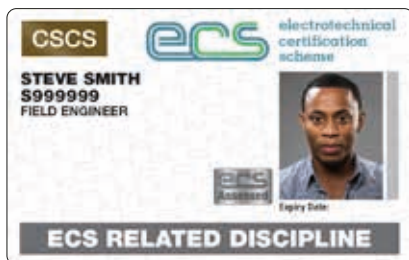
FESS Technician



FESS Systems Operative



Installation Electrician with QS



ECS Related Discipline



Skilled Highway Electrical Card



Unskilled Highway Electrical Card

The ECS Card Explained

ECS cards issued display a full colour ECS logo on the front and a barcode on the back. The back of all ECS cards are white, regardless of the colour on the front of the card. The cards are laminated for better durability.

The layout of ECS cards is identical for all card types.

ECS Card Front



Key

1. The ECS logo
2. The CSCS hologram shows the ECS scheme is affiliated to the CSCS card scheme
3. The cardholder's name
4. The cardholder's card number
5. The cardholder's occupation/s
6. The JIB logo will appear for cardholders who have a JIB grade
7. A photo of the cardholder
8. If the cardholder has successfully passed the ECS Health, Safety and Environmental requirements, the ECS Assessed hologram will be shown here
9. If the cardholder has a JIB grade it will be shown here
10. The card's expiry date
11. If a logo appears here it shows the card is also linked to an ECS partner association

The reverse of the card shows:

1. The JIB's contact details
2. The JIB logo
3. The cardholder's qualifications
4. A unique bar code
5. The logos of the ECS card partners

ECS Card Back



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Online Level 3 Electrical Training

Since 2011 XS Training Ltd have delivered C&G Level 3 Electrotechnical Experienced Worker, NVQ Diplomas in Electrotechnical Technology, 18th Edition and AM2 preparation training throughout the UK and are now the UK's number one online training provider for the Level 3 Electrical Installation.

To be eligible to undertake these practical assessments you must already have prior experience and qualifications and be currently working in the industry.

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- **Remote Assessments.** We offer remote assessment, via the internet on your mobile phone whilst you're working, meaning you don't have to take time out to come to a training centre to be assessed. * A minimum of 1 face-to-face on-site assessment now required.

Successful completion of the Level 3 qualification will be counted toward meeting the major eligibility requirement to apply for the highly prized and industry recognised ECS Gold Card from the JIB.

**Take the first step on getting your ECS/JIB Gold Card and
moving forward in your electrical career -
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SHINING A LIGHT ON THE INDUSTRY'S GOLD STANDARD

www.ecscheck.org.uk



electrotechnical
certification
scheme

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Organisation Contact Information



JIB Tel: 01322 661600 www.jib.org.uk

Chair – Paul Corby

Chief Executive – Jay Parmar

Director of Growth and Development – Andy Reakes

Head of Industrial Relations – Greg Hall

Head of Membership – Roger Horne

The JIB is an impartial organisation that sets standards, regulates relations between employers and employees, and seeks to improve the industry, its status and productivity. The JIB aims to provide stability to the industry and the JIB agreement provides employment conditions that attract, train and motivate the best operatives.



**JIB Skills Development Fund Tel: 01322 661616
www.jib.org.uk/jib-skills-development-fund**

The Skills Development Fund promotes further education and maintains higher standards of technical knowledge within the industry. The Committee provides grants for courses and training in the industry to help achieve these aims. To be eligible for a grant, individuals should be employed by JIB member companies, be registered with the JIB as an apprentice or be registered as unemployed and will need to hold an ECS card.



ECS Department Tel: 01322 661622 www.ecscard.org.uk

Contact Centre Operations Manager – Martin Thurbon

The ECS Department administers the ECS Scheme. The ECS Department's roles include the grading of operatives, registration of apprentices, administration of the ECS Health, Safety and Environmental Assessment and training of Health and Safety invigilators.



ECA Tel: 020 7313 4800 www.eca.co.uk

Director of Workforce and Public Affairs – Andrew Eldred

Head of Employee Relations – Catherine Watt

The ECA is the leading trade association representing the interests of electrical contractors providing support for its members, works with regulatory and other relevant industry bodies to build an efficient and sustainable industry, forming strategic relationships to enhance and promote members.



Unite the Union Tel: 020 7611 2500 www.unitetheunion.org

National Officer for Construction – Jason Poulter

Unite the Union are the only signatory Trade Union with negotiating rights under the National Agreement, working to improve their members' terms and conditions of employment.



ECIS Employee Benefits Team Tel: 0845 634 5431 www.ecins.co.uk

Managing Director – Hugh Wright
Employee Benefits Administrator – Diane Carnell
Operations and Business Development Support – Zoe Phillips

The ECIS Benefits Team administer the JIB Benefits scheme which includes health screenings, Bupa treatment claims, JIB Sickness with Pay Benefit, life assurance, death benefit and permanent and total disability benefit insurance services.



BlueSky Section of Crystal Tel: 03333 218208

www.evolvepensions.co.uk

Chief Executive – Paul Bannister
Director of Strategy – Jessica Rigby

The BlueSky Section of Crystal is operated by Evolve Pensions Limited (formerly called the JIB Pension Scheme) is a non-profit arrangement, and as part of Crystal, is one of the largest Master Trusts in the UK. For further information, contact Evolve at new2crystal@evolvepensions.co.uk, or as above.



JTL Tel: 0800 085 2308 www.jtltraining.com

Chairman – Sir John Low
Chief Executive – Chris Claydon

JTL is the leading training provider in England and Wales for the building services engineering sector. JTL is an integral part of the sector to provide high quality and suitable training.



The Electrical Industries Charity Tel: 0203 696 1710

www.electricalcharity.org

Managing Director – Jess Vailima

The Electrical Industries Charity (formerly EEIBA) looks after people from our industry whenever they or their families need help with life's challenges at every stage of their lives. If a challenge becomes a struggle and you need practical advice and support, their team of experienced caseworkers can help whatever the issue or problem. Their confidential helpline is available on 0800 651 1618.



The Electrotechnical JIB
Setting employment standards

The JIB Skills Development Fund

If you want to further your education, advance your craft, or upskill, the JIB Skills Development Fund is here for you. It has been established to promote a higher standard of technical knowledge and craftsmanship across the electrotechnical industry.

Who's eligible?

You must be working directly for a JIB member company, be an apprentice registered with the JIB, or be registered as unemployed. There are also funds available on a discretionary basis.

What's available?

Courses that are eligible for funding are usually those which are over and above the requirements of JIB grading. The amounts available depend on the level of qualification and will cover up to 75% of the course fee.

Level 3 Courses: up to £750 per funding year

Over recent years, upskilling and CPD items have become a focus for qualified operatives. As companies begin to look at greater diversification and the emergence of new technologies, upskilling in these areas has proven essential.

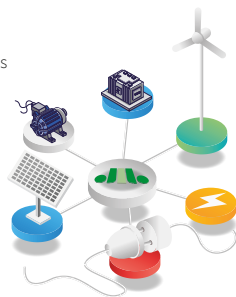
Cabling and Jointing companies have been taking advantage of funding for new qualifications and assessments in the sector including the NET LV Joiner Assessment and NVQ Level 3 in Power Supply and Distribution Cabling.

Low Carbon Technologies

Qualified Electricians will be able to claim 75% of the course cost for a number of upskilling qualifications in environmental and low carbon technologies such as:

- Level 3 Award in the Installation / Installation and Maintenance of Heat Pump Systems (Non-refrigerant circuits)
- Level 3 NVQ Diploma in Domestic Heating / Plumbing and Heating (Heat Pumps)
- Level 3 Award in Installation and / or Maintenance of Small Scale Solar PV Systems
- Level 3 Award in Domestic, Commercial and Industrial Electric Vehicle Charging Equipment or Points (Install / Maintenance / Commissioning / Design)
- Level 3 Award in Electrical Energy Storage Systems
- Level 3 Diploma in Wind Turbine Installation / Maintenance / Commissioning

These can all be recognised on an ECS card, within the ECS CPD system and / or show as additional occupations.



Level 4-5 Courses (HNC or HND level): up to £1000 per funding year

The most common courses are the HNC in Electrical and Electronic Engineering, HNC in Building Services Engineering, and Design and Verification of Electrical Installations.

Level 6 Courses: up to £1250 per year

Degree level.

Level 7 Courses and above: £3000

Courses which are at full Master's Level may attract JIB Scholarship Grant of £3,000.



The Electrotechnical JIB

Setting employment standards

How do I apply?

You'll need to fill in a short application form available from the JIB website, giving details of you, the course and how you will benefit from it. Funding is provided directly to the college or training provider on production of an invoice, or may be reimbursed to the operative or to their employer on production of the relevant receipts and evidence of payment of the course.

If you have any questions, please contact the JIB on ir@jib.org.uk or call **01322 661605**.

www.jib.org.uk/sdf

The JIB Skills Development fund is the working name of the Electrical Contracting Industry Further Education Fund (charity number 313242).

What's covered by the JIB Skills Development Fund?

Courses that are over and above what is required for JIB grading and will further your skills.

This list is not comprehensive - other courses will qualify if they meet the criteria:

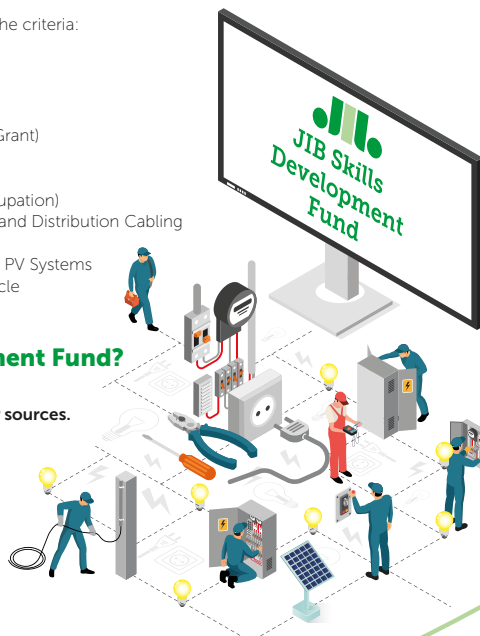
- BSc/BA or Foundation Degree in a relevant subject
- BTEC National Certificates in relevant occupations
- HNC e.g. Electrical and Electronic Engineering
- ONC (e.g. Building Services Engineering)
- Master's Level Degree in a relevant subject (via the JIB Scholarship Grant)
- Level 4 Design and Verification of Electrical Installations
- Fire, Emergency and Security Systems (additional occupation)
- Level 3 Award / NVQ Level 3 Heat Pump Installation (additional occupation)
- NET LV Cable Jointing Assessment & NVQ Level 3 in Power Supply and Distribution Cabling
- High Voltage Operation and Safety
- Level 3 Award Installation and / or Maintenance of Small Scale Solar PV Systems
- Level 3 Award in Domestic, Commercial and Industrial Electric Vehicle Charging Equipment Installation

What isn't covered by the JIB Skills Development Fund?

Anything that is deemed to be a statutory requirement, mandatory part of the grading scheme or where funding is available from other sources.

For example:

- AM2 / AM2S / AM2E or similar
- BS7671 (Latest Edition of the Wiring Regulations)
- CompEx courses
- Inspection and Testing (e.g. C&G 2391)
- IOSH/NEBOSH Certificates
- Portable Appliance Testing (e.g. C&G 2377)
- SSSTS/SMSTS
- Underpinning Technical Certificates (e.g. C&G 2365)



PO Box 127
Swanley, Kent BR8 9BH

Telephone: 01322 661600

Email: ir@jib.org.uk

www.jib.org.uk

NOTES

DOES YOUR ELECTRICAL BUSINESS NEED NEW SKILLS?



JTL Apprentices are trained in the latest trade practices.



If you're thinking of bringing an apprentice into your business, you've probably got lots of questions.

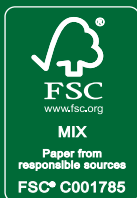
Fortunately, JTL can help! We train more than 8,000 apprentices each year and work with over 3,800 businesses up and down the country.

All of our apprentices are trained to be highly skilled and up to date with the latest techniques and equipment, bringing valuable skills to your business. A dedicated training officer will support you and the apprentice throughout the apprenticeship.

Just the job for your business, AND your industry.

FIND OUT MORE. CALL: 0800 085 2308 JTLTRAINING.COM





The Electrotechnical JIB
Setting employment standards

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