

**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 all individuals, regardless of gender.

## 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 7611 2500) 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) (i.e. 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 i.e. 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 i.e. 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 1st January 2024, the JIB hourly rates for graded operatives and apprentices were:

**(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 Joints (or equivalent specialist grade)	£18.40	£19.41	£ 17.05
Electrician (inc Domestic Electrician) Craftsperson Leading Cable Hand Joints (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 were:

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

Part of the updated Apprentice agreement is to remove the 'At College' rate of pay for England, Wales and Northern Ireland. This means there is one rate of pay which applies to all hours of work or as part of off the job learning during an apprenticeship.

	At Work
Apprentice (Stage 4)	£14.03
Apprentice (Stage 3)	£13.05
Apprentice (Stage 2)	£10.60
Apprentice (Stage 1)	£8.16

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 Work
Apprentice (Stage 4)	£15.72
Apprentice (Stage 3)	£14.62
Apprentice (Stage 2)	£11.88
Apprentice (Stage 1)	£9.14

**Guidance on the National Minimum Wage/National Living Wage**

<b>National Minimum/Living Wage</b>	
	From 1st April 2024
Aged 21 and over (National Living Wage)	£11.44 (previously £10.42) 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

<b>National Minimum/Living Wage</b>	
	From 1st April 2025
Aged 21 and over (National Living Wage)	£12.21 (previously £11.44) per hour
Aged 18 – 20	£10.00 (previously £8.60) per hour
Aged Under 16 – 17	£7.55 (previously £6.40) per hour
Apprentices under 19, or over 19 and in first year of apprenticeship	£7.55 (previously £6.40) 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 (i.e. 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 (e.g. 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](http://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

<b>From and including Monday 1st January 2024</b>	
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
<b>From and including Monday 6th January 2025</b>	
Lodging Allowance	£51.29 per night
Annual Holiday Retention Payments to a maximum of	£16.87 per night (£118.09 per week)
Weekend retention fees	£51.29 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, e.g. 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 i.e. 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 NAECI 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 (e.g. 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.*