

# Scottish Joint Industry Board Handbook 2026 - 2028

## Section C

SJIB Codes of Good  
Practice, Dispensation and  
Installation of Cables





# Section C

## SJIB Codes of Good Practice, Dispensation and Installation of Cables

<b>C1.</b> Purpose of the Codes.....	68
<b>C2.</b> Code of Good Practice for the Direct Recruitment of Operatives .....	68
<b>C3.</b> Pre-Recruitment .....	69
<b>C4.</b> Advertising.....	70
<b>C5.</b> Applications.....	70
<b>C6.</b> Considerations Prior to Interview.....	71
<b>C7.</b> Interview .....	71
<b>C8.</b> Offer and Acceptance.....	72
<b>C9.</b> Written Statement of Employment Particulars.....	73
<b>C10.</b> Code of Good Practice for the Temporary Use of Labour-Only Sub-Contractors.....	74
<b>C11.</b> Code of Good Practice for the Temporary Use of Self-Employed Labour .....	75
<b>C12.</b> Code of Good Practice for Welfare Facilities.....	75
<b>C13.</b> Guidance on Redundancy .....	77
<b>C14.</b> SJIB Dispensation .....	77
<b>C15.</b> Installation of Cables Fixed to Buildings or Structures Including Cables Laid Within the Perimeter of the Site.....	79

### APPENDIX C1

Statement of Employment Particulars – Electrical Operatives .....	82
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### APPENDIX C2

Statement of Employment Particulars – Apprentices .....	87
---	----

### APPENDIX C3

Statement of Employment Particulars – Adult Trainees.....	92
---	----

### EXPLANATORY NOTES

Statement of Employment Particulars.....	97
--	----

### APPENDIX C4

Dispensation Application Form.....	98
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## C1. Purpose of the Codes

- C1.1 The purpose of the Codes of Good Practice is to provide employers with guidance as to the recommended processes and procedures.
- C1.2 A failure on the part of the employer to observe any provisions of a Code of Practice shall not itself render the employer liable to any proceedings. However, employers should be aware that in any proceedings before a National Dispute Committee, any such Code of Practice shall be admissible in evidence and can be taken into account when making a decision.



## C2. Code of Good Practice for the Direct Recruitment of Operatives

- C2.1 This Code of Good Practice provides a guide which should be applied by employers when considering employing an individual directly.
- C2.2 One of the principal objects of the SJIB is to further the progress of the Industry for the mutual advantage of employers and Operatives. To help achieve this, the SJIB has adopted a set of shared values which apply across the Industry, ensuring the co-operation of all who work under the SJIB terms and conditions. These values embrace integrity, respect, equality and fairness. Their application ensures that employer and Operative workplace relationships are open, honest and transparent.
- C2.3 Consequently, the SJIB 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 SJIB. The use of blacklists contravenes much of the legislation which underpins the employment relationship.
- C2.4 The SJIB's position on blacklisting is absolutely clear. The SJIB does not condone any form of blacklisting of any Operative employed under the terms and conditions of the SJIB National Working Rules.
- C2.5 Employers may wish to utilise recruitment policies and procedures they already have in place. Those organisations which do not have such policies may wish to use this guidance as a means to comply with good practice and any appropriate legislation.
- C2.6 Employers must consider their legal responsibilities to ensure that no unlawful discrimination occurs during the recruitment process.

C2.7 Employment is defined in this guidance as direct employment\*.

\*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.



## C3. Pre-Recruitment

C3.1 Before beginning the recruitment process, employers should consider whether there are existing employees who are able and willing to undertake training in order to fill the vacancy.

C3.2 It is good practice for an employer to develop a Job Specification, Person Specification and Job Description giving a detailed description of the role including all responsibilities, requirements and objectives.

C3.3 A Job Specification should detail the core terms and conditions of the particular vacancy and should include salary, benefits and holiday entitlement.

C3.4 A Person Specification is a profile of the ideal new employee, which should indicate the skills, experience, abilities and personal qualities needed to carry out the role.

C3.5 A Person Specification should include:

- (a) The technical, organisational, creative and any other relevant skills and ability the employer would expect from an ideal candidate;
- (b) Specific qualifications or training required for the job;
- (c) Level of experience expected of an ideal candidate.

C3.6 A Job Description should include:

- (a) The job title and position in the company, including their line manager or staff reporting to them;
- (b) A summary of the main purpose of the job and any objectives;
- (c) The main tasks and duties of the job;
- (d) The scope of the job and how it fits within the wider structure of the employer;
- (e) The location of the job;
- (f) If the job is permanent or for a fixed term;
- (g) Essential skills and qualifications of the job;
- (h) Information on the employer.



## C4. Advertising

C4.1 Any advertisement for an electrical role should specify the SJIB grade, for example Approved Electrician, which will relate to the particular qualifications, skills and experience required of the successful candidate. The duties of Operatives are set out within Section K of the SJIB Handbook. Detailing this information at the beginning will help to avoid confusion over the roles and responsibilities, and will allow the applicant to know what the applicable terms are such as rates of pay, Mileage Allowance, etc. It should also contain information on how to apply, details of whom a candidate can contact to obtain further information from (including name, telephone number and/or email address) and the closing date for completed applications.

C4.2 Personal qualities and skills required should also be included within any advert, as these can be just as important as technical ability.



## C5. Applications

C5.1 To assist collation and comparability, employers may wish to use a standardised application form in addition to or as an alternative to a curriculum vitae (CV).

C5.2 If employers choose to utilise an application form, it should contain a request for the following information from the candidate:

- (a) Contact details
- (b) Current employment details
- (c) Relevant skills and experience.

C5.3 Information which is 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. It should be noted in the application that providing such information is voluntary.

C5.4 Employers should be familiar with the requirements of current data protection legislation if applications are to be held in either electronic or hard copies.



## C6. Considerations Prior to Interview

C6.1 Candidates should be shortlisted 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. During the sifting process where employers are selecting candidates to invite for interview, where possible, two people should undertake this selection to avoid bias. It would be ideal to involve the Line Manager of the candidate in the selection process.

C6.2 When confirming the interview details by letter or email, an employer should inform the candidate of who will be conducting the interview and what, if any, documentation will be required to be produced, for example, an SJIB ECS (Grade) Card. If the employer wishes to undertake the selection by means of an assessment, it must be specified to the candidate.

C6.3 Employers should also ask if there are any special arrangements which need to be made in order to accommodate the applicant at interview where they are considered to have a disability or require workplace adaptations.



## C7. Interview

C7.1 The interview has two main aims: to offer the employer the opportunity to ascertain if the candidate is suitable for the job and, at the same time, provide the candidate with the relevant information to allow them to decide if their own aspirations and career goals align with the requirements and vision of the employer.

C7.2 Interviews can help to ensure that the candidate is suitable for the position and enables the employer to evaluate the candidate against the competencies required for the role.

C7.3 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. For further information and guidance on conducting interviews, please contact the SJIB.

C7.4 The interview must be conducted in private to best allow the free exchange of information and to ask questions in an unencumbered manner. It should be noted that it is likely that the candidate will be nervous and this should be taken into consideration.

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C7.5 The interview also allows the employer to question the candidate in more depth about their application (for example, to identify and enquire about gaps in employment).

C7.6 To achieve both of these aims, the interview must be well structured, thus encouraging an informed debate that allows the candidate to show their best qualities and the employer to reach an informed view.

C7.7 The employer should make the applicant aware of the SJIB Welfare Benefits and the levels of cover which are in place (Section E of the SJIB Handbook).

C7.8 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.

C7.9 Employers should establish scoring criteria in advance. The same criteria should be used for all candidates to ensure consistency.

C7.10 Scoring methodology should be noted on the interview paperwork in case a candidate requests feedback on their performance.

C7.11 Once all candidates have been scored, the candidate with the highest score should be offered the position.

C7.12 All applicants should be informed of the outcome, successful or otherwise, as soon as possible after the interview. Employers should make every effort to provide feedback upon request from the candidate.



## C8. Offer and Acceptance

C8.1 Any offer of employment should be confirmed in writing specifying:

- The job title in relation to the relevant SJIB grade and occupational discipline;
- The terms of the offer;
- The start date of employment;
- Clear instructions on the proposed place of work and the daily start and finish time for that job and who to report to;
- Employer's own procedures or rules that the applicant will need to know at this point, which should be attached;

(f) Where employers employ more than five people, a copy of the written policy statement for health and safety (which the employer is required to have under legislation).

C8.2 Employers should include details of how the successful candidate should accept the offer of employment (e.g. by email or letter to the appropriate person) and the date by which the employer should receive the acceptance.

C8.3 The offer of employment may be conditional and subject to a satisfactory reference being provided and production of a valid SJIB ECS (Grade) Card. There may also be a requirement for employment to be conditional on positive screening through Disclosure Scotland and/or client approval or clearance for site/project access (dependent on client requirements). If this is the case, the employer should make this position clear to the candidate.

C8.4 Employers should bear in mind that there is no legal requirement placed on a previous employer to provide a reference. A suitable applicant should not be refused employment on the basis of a referee not providing a reference.

C8.5 Employers are required to ensure that the successful candidate has the right to work in the UK prior to commencing work. Where the successful candidate is not an EU citizen, further checks may be pursued through UK Visas and Immigration.



## C9. Written Statement of Employment Particulars

C9.1 In accordance with current and relevant legislation, employers must provide a principle statement on the first day of employment and a wider written statement within two months of the start of employment. The necessary information needed to comply with the minimum legal requirements is contained within the SJIB template Statement of Employment Particulars document (available at [www.sjib.org.uk/handbooks/#guides-sops](http://www.sjib.org.uk/handbooks/#guides-sops)).

C9.2 Please note that these templates only confirm basic information, therefore employers are advised to include details of their own policies and procedures and may add to or vary this document as appropriate. No terms and conditions, however, can override those contained within the SJIB National Working Rules.

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C9.3 The parties have further revisited the SJIB Code of Good Practice on Sub-Contracting and the Use of Self-Employed Employees and jointly agree that improved stability in the labour market within the industry can only be achieved by the direct employment of Operatives.



## C10. Code of Good Practice for the Temporary Use of Labour-Only Sub-Contractors (Self-Employed Electrical Employees)

C10.1 This Code of Good Practice provides a guide which should be applied by employers when considering employing a labour-only sub-contractor.

C10.2 The use of labour-only sub-contractors/self-employed employees by employer participants is permitted in accordance with the following conditions:

- (a) When filling vacancies, no matter how short term, an employer's preferred option will be directly employed Operatives.
- (b) Where it is not possible to recruit directly employed Operatives, labour-only sub-contractors/self-employed employees may be used but must:
  - (i) Be in possession of a valid SJIB ECS (Grade) Card in the appropriate electrical discipline; and
  - (ii) Be covered by Public Liability insurance as required by the SJIB to the value of £1,000,000 or such other amount as laid down by the SJIB from time to time.

C10.3 No directly employed Operative may be made redundant while any temporary self-employed Operative is used except where acceptable alternative work has been offered to and refused by the directly employed Operative or where the conditions of skill or the conditions of site employment are essential to the effective conclusion of the work involved.



## C11. Code of Good Practice for the Temporary Use of Self-Employed Labour

C11.1 This Code of Good Practice provides a guide which should be applied by employers when considering self-employed labour.

C11.2 It is the policy of the SJIB that, where possible, employers choose as a first option to recruit directly employed labour in order to maintain a skilled workforce able to provide the full range of electrical work. The SJIB also encourages, where feasible, the transfer of directly employed Operatives between member companies for short periods.

C11.3 To protect the public against injury and to ensure that the appropriate safety and competence standards are met, employers are permitted to use self-employed labour-only employees in accordance with the following SJIB Code of Good Practice: Temporary Use of Labour-Only Sub-Contractors (Self-Employed Electrical Employees).



## C12. Code of Good Practice for Welfare Facilities

C12.1 This Code of Good Practice provides a guide which should be applied by employers when providing welfare facilities and describes the minimum welfare facilities which should be provided or made available on fixed construction sites in order to comply with the Construction (Design and Management) Regulations 2015.

C12.2 Operatives in the Electrical Contracting Industry who work on construction sites need adequate toilet and washing facilities, a place to warm up and eat their food and somewhere to store clothing and valuables.

C12.3 Good practice and legislation require that employers:

- (a) Ensure that their Operatives are provided with suitable and sufficient welfare facilities throughout the duration of their presence on a particular site or contract. This should also include consideration of a contingency plan likely to be necessary to ensure the reliable provision of welfare requirements at all times.
- (b) Ensure that the following minimum requirements are provided in all cases:

- (i) Readily accessible, well lit and ventilated washing facilities comprising suitable basins, hot and cold running water, towels and soap or other suitable alternatives;
- (ii) Adequate numbers of toilets located near to washing facilities;
- (iii) A supply of drinking water from a readily available and conspicuously marked source;
- (iv) Facilities for changing which:
  - Include clean and ventilated clothing storage and, where necessary, separate storage for work and own clothing to prevent potential cross-contamination with hazardous substances;
  - Provide enclosed, secure shelter from prevailing weather conditions;
  - Provide facilities, where necessary, for drying clothing;
  - Are heated during cold weather.
- (c) Ensure that all of the above are maintained in effective working order and are kept clean and hygienic.
- (d) Assess the need for additional welfare facilities and, where necessary, provide and maintain them.
- (e) In the event of welfare facilities becoming unavailable due to unforeseen circumstances, e.g. power failure, extreme weather, etc, then serious consideration should be given as to how long Operatives should remain on site without these facilities. Operatives should be prepared to assist the employers in finding a temporary solution to the lack of facilities. If a decision is taken to suspend work for the day after a reasonable period has elapsed, then the Operatives should be paid the basic hours normally worked on that particular day. In such a situation the Union should be informed as soon as is reasonably practical so as to minimise the possibility of any unofficial action being taken by the Operatives.

C12.4 Good practice and legislation require that Operatives:

- (a) Are required to take reasonable care of the welfare facilities that are provided for their benefit;
- (b) Must report promptly any defects to their employer;
- (c) May be liable to disciplinary action should they grossly or wilfully abuse the welfare facilities.

C12.5 In circumstances where adverse weather conditions affect welfare facilities, employers and Operatives are expected to adopt a common sense approach and seek to work together to ensure that any disruption to workflow is minimised.



## C13. Guidance on Redundancy

C13.1 A comprehensive guide to Managing Collective Redundancies, where 20 or more employees are to be made redundant at one establishment, is available in Section H of the SJIB Handbook.



## C14. SJIB Dispensation

C14.1 Electrical contracting companies who intend to apply wages and/or conditions on certain engineering construction projects in Scotland that differ from the SJIB National Working Rules are required to obtain approval (Dispensation) from the SJIB before commencement of the work.

C14.2 The different categories of project covered under this rule are:

- (a) **National Agreement for the Engineering Construction Industry Projects (NAECI) defined as Category 1, 2 or 3**  
Where skilled trades are engaged on these categories, they shall be paid NAECI rates of pay.
- (b) **Projects covered by client agreements**  
On those projects the electrical contractors will normally be required by the client to adhere to the rates of pay and conditions of employment incorporated in the client agreement.
- (c) **Other projects**  
This heading covers any other major project on which there may be parity problems between the earnings of other trades and those of electrical contractors.

C14.3 The NJC operates a registration system to approve employers to use the NAECI. All in-scope engineering construction activities as defined in NAECI are eligible for registration. Registration applies to current and new Category 1 Major and Basic New Construction Projects, Category 2 Long Term Repair and Maintenance Operations and Category 3 Major Events.

C14.4 The registration process formalises and strengthens the use of NAECI, thus ensuring its benefits are delivered in full for our clients as well as for employers and Operatives of signatory employer associations and trade unions.

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C14.5 Members tendering for work in any of the categories mentioned in C14.2 must inform the Secretary of the SJIB and, if appropriate, complete an Application for Dispensation to Tender following discussion of their requirements with the local Union Regional Officer (see Appendix C3). Where there is any doubt in the member's mind, such as in relation to projects in categories C14.2 (b) and (c), they should seek advice from the Secretary of the SJIB. The Secretary of the SJIB, if appropriate, will discuss the matter with other member organisations submitting tenders for the work to agree a common approach and award Dispensation accordingly.

C14.6 The Secretary, after consultation with the leaders of both parties, may award Dispensation and will advise the SJIB National Board accordingly.

C14.7 The project must come within one of the following criteria:

- (a) The project must involve major new construction work.
- (b) Long-term maintenance work.
- (c) Refurbishment to incorporate machinery to manufacture a saleable product.
- (d) Engineering construction trades must be employed or be due to be employed and be in receipt of payments in excess of the SJIB graded rates of pay during the period when the SJIB members are working on the project.
- (e) The project has payments in operation in excess of the SJIB graded rates of pay.
- (f) The project has a defined client agreement.

C14.8 The following sites are specifically excluded from such second-tier payments:

- (a) General building sites such as office blocks, hospitals, universities, housing complexes, etc.
- (b) Sites where arrangements to operate an incentive scheme or other payment enhancement to the SJIB National Working Rules have been awarded Dispensation by the SJIB.
- (c) Ships not moored to the land, offshore rigs and platforms at their final position in the UK, designated areas for the exploration and/or production of oil or gas from the seabed.



## C15. Installation of Cables Fixed to Buildings or Structures Including Cables Laid Within the Perimeter of the Site

15.1

### **Introduction**

- (a) This 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 and SJIB social partnerships, encompassing the JIB Register of Cabling and Jointing Contractors, JIB and SJIB 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 promotion of 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.

15.2

### **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.

15.3

### **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 K, Grading. In the electrotechnical Industry, the minimum requirement for skilled status is a National Vocational Qualification (NVQ) Level 3 in the appropriate electrotechnical discipline.

15.4

### **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.

15.5

### **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.

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- (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 clause 15.5(c) above 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 clause 15.5(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 and SJIB

(where appropriate) 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 or the SJIB Resolving Issues at Work procedures.

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 SJIB website to give examples of the operation of Section 1.5(f) of this Agreement.



## Appendix C1

### STATEMENT OF EMPLOYMENT PARTICULARS: ELECTRICAL OPERATIVES

To	Employee	
This statement gives details of your employment with	Company name	Company address
Date of Employment / Continuous Employment		
Your employment began on	dd/mm/yyyy	
Your continuous employment (taking into account any service with this company or with a previous employment which counts) began on	dd/mm/yyyy	
Collective Agreement		
Your employment is subject to the collective agreement between SELECT and Unite the Union, and consequently, your terms and conditions of employment are governed by the SJIB National Working Rules, details of which are appended here.		
Operatives are encouraged to join Unite the Union. The details of your local Unite office can be found at <a href="http://www.uniteytheunion.org/what-we-do/unite-in-your-region/scotland">www.uniteytheunion.org/what-we-do/unite-in-your-region/scotland</a>		
*Probationary Period (maximum six months)		
You are subject to a probationary period of	Duration	
during which time the company will assess your performance, conduct and suitability for continued employment with the company.		
Prior to the end of your probationary period, your performance will be reviewed and, if found to be satisfactory, your employment will be confirmed. The company has the right to extend the probationary period.		
At any time during your probationary period, either party may terminate your employment by giving one week's notice in writing. If you remain within an extended probationary period and reach two years' service, statutory notice periods will then apply.		
* delete as appropriate		

Job Title / Grade						
Your job title is	Job title					
Your grade is	Grade					
Job Location						
You have been:						
(a) *Shop recruited, in which case you required to start and finish each working day at your employer's shop and are liable to work on any site where the company has a contract.						
The location of your shop is	Location					
(a) *Travel recruited, in which case you are required to start and finish at the normal starting and finishing times on the job and are expected to work on any site where the company has a contract.						
(b) *Locally Engaged in accordance with the relevant SJIB National Working Rule.						
The site on which you are initially engaged is	Location					
*delete as appropriate						
Pay						
Rates of pay are paid in accordance with the SJIB National Working Rules. Current rates can be viewed at <a href="http://www.sjib.org.uk">www.sjib.org.uk</a>						
(a) Shop Rate	£ rate					
(b) Travel Rate	£ rate					
Pay interval	Pay interval	Pay day	Pay day			
Method of payment	Method of payment					
Overtime payment – Monday – Friday		Relevant overtime payment rate				
Overtime payment – Weekends		Relevant overtime payment rate				
*Bonus		Bonus rate				
*delete as appropriate						
Hours						
Full time	Number of hours	Part time	Number of hours			
Normal working hours	XXX to XXX	Normal working days	XXX to XXX			
The standard working week shall be 37.5 hours worked on five days, Monday to Friday inclusive. The normal working day shall not be more than eight hours worked in any consecutive 12 hours between 7:00am and 7:00pm.						



## Appendix C1 (continued)

### STATEMENT OF EMPLOYMENT PARTICULARS: ELECTRICAL OPERATIVES

#### Holidays

Holiday entitlement and pay is in accordance with the SJIB National Working Rules.

The holiday year runs from the first working Monday of the year to the Sunday preceding the first working Monday of the following year.

You are entitled to  Holiday entitlement  days' holiday per year.

If, when you leave the company, or your employment is terminated, your holidays taken exceeds your entitlement accrued, the company reserves the right to deduct the equivalent sum from any monies owed to you at that time.

#### Entitlement To Paid Leave (e.g. Maternity, Paternity, Adoption etc)

Operatives are entitled to all applicable statutory paid leave as detailed in the Employment Rights Act 1996, subject to statutory eligibility.

#### Additional Benefits / Other Remuneration

The company provides the following additional benefits / other remuneration:

- Statutory Sick Pay
- Add additional benefits / remuneration here if necessary

For more information on rates and allowances, please see [www.sjib.org.uk](http://www.sjib.org.uk)

#### Training

Appointment to this role is made on the understanding that the appointee is appropriately qualified. The following training must be refreshed at the appropriate time to allow continuity of qualification to carry out the duties of the role.

- ECS Health, Safety and Environmental Qualification
- Add additional training here if necessary
- Verifiable Qualification as an Electrical Operative
- Add additional training here if necessary

#### Sickness Absence

If you are ill and unable to attend work you should inform  Contact details  no later than  XXXX  am / pm.

For further information, please refer to the Company Sickness Absence Policy, details of which are appended here.

**Pension**

The company will enrol eligible employees into a workplace pension of no less favourable terms than the Evolve Pension Scheme, details of which can be accessed at [www.smartpension.co.uk/crystal-employer](http://www.smartpension.co.uk/crystal-employer)

For further information on the pension scheme, please refer to the pensions details which are appended here.

**Notice****From the employer:**

Employed for less than a month:	One day
Employed for more than a month but less than two years:	One week (weekly paid)
Employed for more than two years:	One week's notice for each completed year of continuous employment (maximum of 12 weeks)

**From the Operative:**

One week (weekly paid) or required notice period

The Employment Rights Act 1996 allows either party to waive their right to notice on any occasion, and for an employee to choose to accept payment in lieu of notice. In either event, the decision should be expressed in writing.

The periods of notice set out above do not affect the company's right of summary dismissal for gross misconduct.

**Disciplinary Procedures**

For details of the disciplinary rules refer to the company/SJIB Disciplinary Policy which is appended here.

If you are dissatisfied with a disciplinary decision you may follow the company/SJIB appeals procedures, details of which are appended here.

**Grievance Procedure**

If you have a grievance relating to your employment, please refer to the company/SJIB Grievance Procedure, details of which are appended here.

**Reference Documents**

The following documents form part of this statement and are appended here:

*Employee Handbook		SJIB National Working Rules	
*Company Rules		*Health and Safety Rules	
Disciplinary Rules		Pension Information	
Grievance Procedure		Sickness Absence Policy	

\*delete as appropriate



## Appendix C1 (continued)

### STATEMENT OF EMPLOYMENT PARTICULARS: ELECTRICAL OPERATIVES

\*Declaration

The signing and dating of this document by both parties is necessary for the formation of a written Contract of Employment.

This employment is conditional upon the named Operative abiding by the SJIB National Working Rules for the Electrical Contracting Industry in Scotland. Both parties confirm receipt of the contract of employment, which sets out that which is required under s.1 of the Employment Rights Act 1996, and agree to the contract's terms and conditions.

Employee

Name:

Signed:

Date:

On Behalf of the Employer

Name:

Signed:

Date:

\*delete as appropriate



## Appendix C2

### STATEMENT OF EMPLOYMENT PARTICULARS: APPRENTICE

To	Employee
This statement gives details of your employment with	Company name Company address
Date of Employment / Continuous Employment	
Your employment began on	dd/mm/yyyy
Your continuous employment (taking into account any service with this company or with a previous employment which counts) began on	dd/mm/yyyy or N/A
Fixed-Term Contract	
Apprentices are registered on the SJIB Apprentice and Adult Training Scheme (details of which are appended here) and are employed for a fixed-term contract. Your employment may be terminated on completion of your apprenticeship with appropriate notice and with no entitlement to redundancy pay. Where your employment continues after completion of apprenticeship, the initial date of commencement of employment will be used for calculation of statutory entitlement to redundancy pay and notice of termination of employment.	
Collective Agreement	
Your employment is subject to the collective agreement between SELECT and Unite the Union, and consequently, your terms and conditions of employment are governed by the SJIB National Working Rules, details of which are appended here.	
Apprentices are encouraged to join Unite the Union. The details of your local Unite office can be found at <a href="http://www.unitetheunion.org/what-we-do/unite-in-your-region/scotland">www.unitetheunion.org/what-we-do/unite-in-your-region/scotland</a>	
Probationary Period	
Apprentices are subject to a probationary period of six months, during which time the company will assess your performance, conduct and suitability for continued employment with the company.	
Prior to the end of your probationary period, your performance will be reviewed and, if found to be satisfactory, your employment will be confirmed. The company has the right to extend the probationary period.	
At any time during your probationary period either party may terminate your employment by giving one week's notice in writing. If you remain within an extended probationary period and reach two years' service, statutory notice periods will then apply.	



## Appendix C2 (continued)

### STATEMENT OF EMPLOYMENT PARTICULARS: APPRENTICE

Job Title			
Your job title is Apprentice (Installation Electrician).			
Job Location			
You have been:			
(a) *Shop recruited, in which case you are required to start and finish each working day at your employer's shop and are liable to work on any site where the company has a contract.			
The location of your shop is		Location	
(b) *Travel recruited, in which case you are required to start and finish at the normal starting and finishing times on the job and are expected to work on any site where the company has a contract.			
(c) *Locally Engaged in accordance with the relevant SJIB National Working Rule.			
The site on which you are initially engaged is		Location	
*delete as appropriate			
Pay			
Your rates of pay are paid in accordance with the SJIB National Working Rules.			
(a) At Work Rate	£ rate		
(b) At College Rate	£ rate		
Pay interval	Pay interval	Pay day	Pay day
Method of payment	Method of payment		
Overtime payment – Monday – Friday	Relevant overtime payment rate		
Overtime payment – Weekends	Relevant overtime payment rate		
*Bonus	Bonus rate		
*delete as appropriate			
Hours			
Full time	Number of hours	Part time	Number of hours
Normal working hours	XXX to XXX	Normal working days	XXX to XXX
The standard working week shall be 37.5 hours worked on five days, Monday to Friday inclusive. The normal working day shall not be more than eight hours worked in any consecutive 12 hours between 7:00am and 7:00pm.			

## Holidays

Holiday entitlement and pay is in accordance with the SJIB National Working Rules.

The holiday year runs from the first working Monday of the year to the Sunday preceding the first working Monday of the following year.

You are entitled to   Holiday entitlement   days' holiday per year.

If, when you leave the company, or your employment is terminated, your holidays taken exceeds your entitlement accrued, the company reserves the right to deduct the equivalent sum from any monies owed to you at that time.

## Entitlement To Paid Leave (e.g. Maternity, Paternity, Adoption etc)

Apprentices and Adult Trainees are entitled to all applicable statutory paid leave as detailed in the Employment Rights Act 1996, subject to statutory eligibility.

## Additional Benefits / Other Remuneration

The company provides the following additional benefits / other remuneration:

- Statutory Sick Pay
- Additional Sick Pay as detailed in the SJIB Apprentice and Adult Training Schemes Guide
- Death Benefit, Accidental Death Benefit (On-Site), Permanent and Total Disability Benefit, and Accidental Dismemberment Benefit as detailed in the SJIB National Working Rules.

For more information on rates and allowances, please see [www.sjib.org.uk](http://www.sjib.org.uk)

## Training

Apprentices are registered on the SJIB Training Scheme and must complete the various stages of apprenticeship within the time limits specified within the SJIB Apprentice and Adult Training Schemes Guide. The following training must be refreshed at the appropriate time to allow continuity of qualification to carry out the duties of the role.

- Add additional training here if necessary
- Add additional training here if necessary

## Sickness Absence

If you are ill and unable to attend work, you should inform

Contact details

no later than

XXXX

am / pm.

For further information, please refer to the Company Sickness Absence Policy, details of which are appended here.



## Appendix C2 (continued)

### STATEMENT OF EMPLOYMENT PARTICULARS: APPRENTICE

<b>Pension</b>	
The company will enrol eligible employees into a workplace pension of no less favourable terms than the Evolve Pension Scheme, details of which can be accessed at <a href="http://www.smartpension.co.uk/crystal-employer">www.smartpension.co.uk/crystal-employer</a>	
For further information on the pension scheme, please refer to the pensions details which are appended here.	
<b>Notice</b>	
From the employer:	
(a) Employed for less than a month:	One day
(b) Employed for more than a month but less than two years:	One week
(c) Employed for more than two years:	One week's notice for each completed year of continuous employment (maximum of 12 weeks)
From the Apprentice:	One week (weekly paid) or required notice period
The Employment Rights Act 1996 allows either party to waive their right to notice on any occasion or to accept payment in lieu of notice. In either event, the decision should be expressed in writing.	
The periods of notice set out above do not affect the company's right of summary dismissal for gross misconduct.	
<b>Disciplinary Procedures</b>	
For details of the disciplinary rules refer to the company/SJIB Disciplinary Policy which is appended here.	
If you are dissatisfied with a disciplinary decision, you may follow the company/SJIB appeals procedures, details of which are appended here.	
<b>Grievance Procedure</b>	
If you have a grievance relating to your employment, please refer to the company/SJIB Grievance Procedure, details of which are appended here.	

Reference Documents			
The following documents form part of this statement and are appended here:			
*Employee Handbook		SJIB National Working Rules	
*Company Rules		*Health and Safety Rules	
Disciplinary Rules		Pension Information	
Grievance Procedure		Sickness Absence Policy	
SJIB Apprentice and Adult Training Scheme Guide			
*delete as appropriate			
Declaration	The signing and dating of this document by both parties is necessary for the formation of a written Contract of Employment.		

This employment is conditional upon the named Apprentice abiding by the SJIB National Working Rules for the Electrical Contracting Industry in Scotland. Both parties confirm receipt of the contract of employment, which sets out that which is required under s.1 of the Employment Rights Act 1996 and agree to the contract's terms and conditions.

Employee	
Name:	
Signed:	Date:

On Behalf of the Employer	
Name:	
Signed	Date:



## Appendix C3

### STATEMENT OF EMPLOYMENT PARTICULARS: ADULT TRAINEE

To	Employee
This statement gives details of your employment with	Company name Company address
<b>Date of Employment / Continuous Employment</b>	
Your employment began on	dd/mm/yyyy
Your continuous employment (taking into account any service with this company or with a previous employment which counts) began on	dd/mm/yyyy or N/A
<b>Job Title</b>	
Your job title is Adult Trainee (Installation Electrician).	
<b>Collective Agreement</b>	
Your employment is subject to the collective agreement between SELECT and Unite the Union, and consequently, your terms and conditions of employment are governed by the SJIB National Working Rules, details of which are appended here.	
Adult Trainees are encouraged to join Unite the Union. The details of your local Unite office can be found at <a href="http://www.unitetheunion.org/what-we-do/unite-in-your-region/scotland">www.unitetheunion.org/what-we-do/unite-in-your-region/scotland</a>	
<b>Job Location</b>	
You have been:	
(a) *Shop recruited, in which case you are required to start and finish each working day at your employer's shop and are liable to work on any site where the company has a contract.	
The location of your shop is	Location
(b) *Travel recruited, in which case you are required to start and finish at the normal starting and finishing times on the job and are expected to work on any site where the company has a contract.	
(c) *Locally Engaged in accordance with the relevant SJIB National Working Rule.	
The site on which you are initially engaged is	Location
*delete as appropriate	

Pay			
Your rates of pay are paid in accordance with the SJIB National Working Rules.			
Shop Rate	£ rate		
Travel Rate	£ rate		
Pay interval:	Pay interval	Pay day:	Pay day
Method of payment	Method of payment		
Overtime payment – Monday – Friday	Relevant overtime payment rate		
Overtime payment – Weekends	Relevant overtime payment rate		
*Bonus	Bonus rate		

\*delete as appropriate

Hours			
Full time	Number of hours	Part time	Number of hours
Normal working hours	XXX to XXX	Normal working days	XXX to XXX
The standard working week shall be 37.5 hours worked on five days, Monday to Friday inclusive. The normal working day shall not be more than eight hours worked in any consecutive 12 hours between 7:00am and 7:00pm.			

Holidays			
Holiday entitlement and pay is in accordance with the SJIB National Working Rules.			
The holiday year runs from the first working Monday of the year to the Sunday preceding the first working Monday of the following year.			
You are entitled to	Holiday entitlement	days' holiday per year.	
If, when you leave the company, or your employment is terminated, your holidays taken exceeds your entitlement accrued, the company reserves the right to deduct the equivalent sum from any monies owed to you at that time.			

Entitlement To Paid Leave (e.g. Maternity, Paternity, Adoption etc)			
Adult Trainees are entitled to all applicable statutory paid leave as detailed in the Employment Rights Act 1996, subject to statutory eligibility.			



## Appendix C3 (continued)

### STATEMENT OF EMPLOYMENT PARTICULARS: ADULT TRAINEE

#### Additional Benefits / Other Remuneration

The company provides the following additional benefits / other remuneration:

<ul style="list-style-type: none"><li>• Statutory Sick Pay</li><li>• Additional Sick Pay as detailed in the SJIB Apprentice and Adult Training Schemes Guide.</li></ul>	<ul style="list-style-type: none"><li>• Death Benefit, Accidental Death Benefit (On-Site), Permanent and Total Disability Benefit, and Accidental Dismemberment Benefit as detailed in the SJIB National Working Rules.</li></ul>
---	---

For more information on rates and allowances, please see [www.sjib.org.uk](http://www.sjib.org.uk)

#### Training

Adult Trainees are registered on the SJIB Training Scheme and must complete the various stages of Adult Traineeship within the time limits specified within the SJIB Apprentice and Adult Training Schemes Guide. The following training must be refreshed at the appropriate time to allow continuity of qualification to carry out the duties of the role.

<ul style="list-style-type: none"><li>• Add additional training here if necessary</li></ul>	<ul style="list-style-type: none"><li>• Add additional training here if necessary</li></ul>
---	---

#### Sickness Absence

If you are ill and unable to attend work, you should inform	Contact details	no later than	XXXX	am / pm.
---	-----------------	---------------	------	----------

For further information, please refer to the Company Sickness Absence Policy, details of which are appended here.

#### Pension

The company will enrol eligible employees into a workplace pension of no less favourable terms than the Evolve Pension Scheme, details of which can be accessed at [www.smartpension.co.uk/crystal-employer](http://www.smartpension.co.uk/crystal-employer)

For further information on the pension scheme, please refer to the pensions details which are appended here.

<b>Notice</b>		
From the employer:		
(a) Employed for less than a month:	One day	
(b) Employed for more than a month but less than two years:	One week	
(c) Employed for more than two years:	One week's notice for each completed year of continuous employment (maximum of 12 weeks)	
From the Adult Trainee:	One week (weekly paid) or required notice period	
The Employment Rights Act 1996 allows either party to waive their right to notice on any occasion or to accept payment in lieu of notice. In either event, the decision should be expressed in writing.		
The periods of notice set out above do not affect the company's right of summary dismissal for gross misconduct.		
<b>Disciplinary Procedures</b>		
For details of the disciplinary rules refer to the company/SJIB Disciplinary Policy which is appended here.		
If you are dissatisfied with a disciplinary decision, you may follow the company/SJIB appeals procedures, details of which are appended here.		
<b>Grievance Procedure</b>		
If you have a grievance relating to your employment, please refer to the company/SJIB Grievance Procedure, details of which are appended here.		
<b>Reference Documents</b>		
The following documents form part of this statement and are appended here:		
*Employee Handbook	SJIB National Working Rules	
*Company Rules	*Health and Safety Rules	
Disciplinary Rules	Pension Information	
Grievance Procedure	Sickness Absence Policy	
SJIB Apprentice and Adult Training Scheme Guide		
*delete as appropriate		



## Appendix C3 (continued)

### STATEMENT OF EMPLOYMENT PARTICULARS: ADULT TRAINEE

#### Declaration

The signing and dating of this document by both parties is necessary for the formation of a written Contract of Employment.

This employment is conditional upon the named Adult Trainee abiding by the SJIB National Working Rules for the Electrical Contracting Industry in Scotland. Both parties confirm receipt of the contract of employment, which sets out that which is required under s.1 of the Employment Rights Act 1996 and agree to the contract's terms and conditions.

#### Employee

Name:

Signed:

Date:

#### On Behalf of the Employer

Name:

Signed

Date:

\*delete as appropriate



## Explanatory Notes – Statement of Employment Particulars

1. This Statement does not constitute a contract and does not need to be signed. It is evidence that an express or implied, oral or written contract exists which includes the terms set out overleaf. This notice shall be given to the Operative not later than two months from their first employment with the employer.
2. Under the Employment Rights Act 1996, the following periods of notice must be given:

Period of Continuous Employment	Employer to Employee	Employee to Employer
Less than one month	One day (as per NWRs)	One day (as per NWRs)
More than one month	One week	One week
Two years and more	One week per year of completed service to maximum of 12 weeks	One week
12 years or more	12 weeks	One week

3. The Employment Rights Act 1996 allows either party to waive their right to notice on any occasion or to accept payment in lieu of notice. In either event, the decision should preferably be expressed in writing.
4. The periods of notice set out above do not affect the employer's right of instant dismissal for serious misconduct including misdemeanour or bad workmanship. In these circumstances, the employer has the right to treat an Operative's contract of employment as terminable without notice subject always to the employee's statutory rights in respect of unfair dismissal.
5. Employment is conditional upon the employee abiding by the National Working Rules for the Electrical Contracting Industry in Scotland and the disputes procedure contained therein.

Any employee who takes strike action, whether unofficial or recognised as official by their trade union, without the recognised disputes procedure under the National Working Rules being fully used, will break their contract of employment and, if dismissed by their employer for so doing, has no statutory right to notice or payment during notice. If such an employee is not re-engaged by the same employer until after the next week after dismissal (i.e. a week ending on a Saturday), a further period of one month must be served anew before the employee becomes entitled to any subsequent statutory rights to notice and payments during the notice under the Employment Rights Act 1996 subject always to any statutory rights which they may have regarding unfair dismissals.



## Appendix C4

### APPLICATION FOR DISPENSATION

Electrical contracting companies who intend to apply wages and/or conditions on certain engineering construction sites in Scotland, which differ from the SJIB National Working Rules, are required to obtain approval (Dispensation) from the SJIB before commencement of the work. This helps to prevent misunderstandings about the conditions after work has commenced.

#### Section A

Name of company:	
Address:	

We are tendering for/have been awarded (please delete as appropriate) a contract for work.

Name of client:	
Name & location of site:	
Name of main/ managing contractor:	

The work will be operated under the terms of the following Agreement:

	YES	NO
NAECI	<input type="checkbox"/>	<input type="checkbox"/>
Site/Local Agreement	<input type="checkbox"/>	<input type="checkbox"/>

**Note:** A copy of the Site/Local Agreement must be enclosed with the Application for Dispensation unless a copy has already been lodged with the SJIB.

## Section B – Applicable to NAEI Contracts only

Please highlight which category applies to this site:

Cat 1		Cat 2 R&M	
Cat 3		NAEI Registered	
Scope of work:			
Expected start date:			
Expected end date:			

SJIB Grades	On Average	At Peak
Number of Technicians/Approved Electricians/Electricians		
Number of Electrical Labourers		
Number of Apprentices/Adult Trainees (SJIB Rates apply)		
	YES	NO
Will there be sub-contractors on site?	<input type="checkbox"/>	<input type="checkbox"/>
Name(s) of sub-contractor(s):		

## Section C – Applicable to Site/Local Agreements only

	YES	NO
Are you seeking dispensation from the SJIB to apply the Site/Local Agreement in its entirety?	<input type="checkbox"/>	<input type="checkbox"/>

A copy of the Site/Local Agreement must be enclosed with the Application for Dispensation unless a copy has already been lodged with the SJIB.

**Note:** SJIB Apprentices and Adult Trainees must be paid the SJIB rates of pay.



## Appendix C4 (continued)

### APPLICATION FOR DISPENSATION

#### Section D – To be completed by the company seeking Dispensation

Contractors are required to agree Applications for Dispensations with a Unite Regional Officer before submitting the Application for Dispensation to the SJIB.

Name of Unite Regional Officer with whom the application was discussed:	
Name of company signatory:	
Position in company:	
Signature:	Date:

Please return the completed Application for Dispensation to:

**The Secretary of the SJIB**  
**The Walled Garden**  
**Bush Estate EH26 0SB**

#### FOR OFFICE USE ONLY

Approved on behalf of SELECT:

Name	Signature	Date

Approved on behalf of Unite the Union:

Name	Signature	Date



The Scottish Joint Industry Board (SJIB) was founded in 1969 by SELECT and Unite the Union.

Its principal objectives are to regulate relations between employers and employees, provide benefits for people engaged in the industry in Scotland, stimulate and further the progress of the industry and regulate and control employment, the level of skill and proficiency, health and safety competence, wages and welfare benefits.

The main functions are the maintenance of the National Working Rules, the registration and licensing of apprentices, grading and registration of employees, the resolution of disputes and the provision of welfare benefits.



Scottish Joint Industry Board  
for the Electrical Contracting Industry  
The Walled Garden, Bush Estate,  
Midlothian, EH26 0SB  
Telephone: 0131 445 9216  
Email: [generalenquiries@sjib.org.uk](mailto:generalenquiries@sjib.org.uk)  
[www.sjib.org.uk](http://www.sjib.org.uk)