

# National Working Rules



**Joint Industry Board**

FOR THE PLUMBING INDUSTRY IN SCOTLAND & NORTHERN IRELAND

## **SNIJIB MEMBERSHIP**

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### **Equal Opportunities**

The Plumbing and Mechanical Engineering Services Industry operates on the principle of equal treatment under the application of the Rules and to access into the industry regardless of sex, marital status, disability, race, colour, religion, sexual orientation, nationality, ethnic origin, political belief, responsibility for dependants, age, culture or language.

### **Sex and Age Discrimination Act**

As an advocate for equal opportunities, the JIB welcomes both men and women of all ages to the Plumbing Industry. For clarity hereinafter any masculine pronoun used or terms referring to “employer, employee, operative, plumber, technician, engineer, labourer, apprentice and any such terms referred to in the Rules are intended to apply equally to both woman and men.

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## THE NATIONAL WORKING RULES

### Rule 1 - WORKING HOURS

The normal working week shall be 37½ hours, Monday to Friday inclusive. The length of each normal working day shall be determined by mutual agreement but will not be less than 6 hours nor more than 8 hours per day and must be worked between the hours of 8.00am and 6.30pm.

In a normal working day there will be one unpaid break of not less than one half-hour and not more than one hour. Mutually agreed arrangements will be made for additional breaks when overtime is being worked.

There will be one paid tea break in the morning not exceeding ten minutes. The time the tea break is taken will be at the employer's discretion.

### Rule 2 - WAGES

The Joint Industry Board for the Plumbing Industry will lay down the graded rates of wages for operatives and apprentices. The SNIJIB will notify employer and employee participants of any changes in the graded rates of wages.

Operatives will be paid weekly or monthly by mutual agreement. The pay-day will be any normal working day. Payment will be made no later than the regular hour of stopping work on the recognised pay-day. Otherwise, operatives must be allowed sufficient time to travel to the firm's premises. Except in exceptional circumstances out with the employer's control any employer causing his operatives to be detained for their wages will be charged at overtime rates.

Payment may be made in the form of cash, cheque, credit or automated bank transfer. Where a non-cash method of payment is used, cleared funds must be in the operative's bank account on the agreed pay-day.

Cash and cheque payments must be accompanied by an itemised pay statement (wage slip). Where wages are paid direct to an employee's bank account, the employee must receive an itemised pay statement, preferably on the agreed pay-day.

### Rule 3 - OVERTIME

Overtime will not be worked except in cases of emergency and will be payable in accordance with the requirements of the SNIJIB threshold (40 hours). Overtime shall be discouraged for registered apprentices and on no account shall an apprentice be asked to work overtime when he is required to attend college or other SNIJIB approved training Centre. The overtime rates applicable will be as follows:

Overtime Working	Threshold hours
Monday to Friday from normal stopping time until 10.30pm	operatives and apprentices must work 40 hours Monday to Friday before being eligible to overtime rates of time and half
Monday to Friday from 10.30pm until normal starting time	operatives and apprentices must work 40 hours Monday to Friday before being eligible to overtime rates of double time
Saturday and Sunday	For all hours worked time and half

Every operative and apprentice will work the normal hours of each day of the normal working week as laid down in accordance with Rule 1 (Working Hours) i.e. 37.5 hours per week. In addition, an operative or apprentice will work a further 2.5 hours in any pay week (excluding Sunday to normal starting time on Monday) at ordinary rates of wages until he reaches the 40 hours threshold. An operative or apprentice will then be entitled to payment of an overtime premium in respect of any hours worked beyond 40 hours in the pay week.

That is:

When an operative or apprentice has worked the 40 hours in the pay week they shall then be entitled to an overtime premium of time and a half for hours worked Monday to Friday from normal stopping time until 10.30pm.

- When an operative or apprentice has worked the 40 hours in the pay week they shall then be entitled to an overtime premium of double time for hours worked from 10.30pm until normal starting time the next day.
- All Saturday and Sunday hours will be paid at overtime rates of time and a half.

The SNIJIB minimum threshold in any pay week before overtime rates are payable will be reduced by any hours of:

- Paid holiday
- Absence with permission of the employer
- Unavoidable absence due to genuine illness provided the operative produces a self or medical certificate stating he is incapacitated for work.
- Unavoidable absence due to domestic circumstances, such as family bereavement.

In the event of an operative or apprentice failing to work any normal hours, as defined above, he will have to work the required SNIJIB threshold hours at normal rates before qualifying for an overtime payment.

An operative who is required to work continuously from normal finishing time until after midnight will be entitled to an extra hour's pay at single time rates on the following day for each hour worked after midnight. In accordance with the Working Time Regulations 1998, the operative must then take a break of 11 hours before restarting work. To qualify for this payment he must report for work at the end of the 11-hour break and work until normal stopping time on that day.

**Rule 4 – HOLIDAYS**

The recognised holidays will be:

STANDARD HOLIDAYS	SCOTLAND & NORTHERN IRELAND
SPRING/EASTER	5 days
MAY	1 day First Monday in May
SUMMER	11 days 10 days mutually agreed between the employer and the operative/apprentice, plus the preceding Friday (1 day)
Or SUMMER & ST PATRICK'S DAY	Or 10 days mutually agreed between the employer and the operative/apprentice, plus St Patrick's Day (1 day)
AUTUMN or HALLOWEEN	2 days Friday & Monday
FLEXIBLE DAY	1 day As mutually agreed between the employer and the operative/apprentice
CHRISTMAS & NEW YEAR	10 days 5 days during the week in which Christmas day falls and 5 days during the week in which New Years day falls or the first working days thereafter should either of these days fall on other than a normal working day

Employers operating the Industry's Holidays with Pay Scheme are able to draw down holidays differently as mutually agreed with their employees and notified to Plutos Holidays (1972) Ltd. Employers may wish to restore the 5 (now 6) days of flexible holiday and revert to only taking 3 days at Spring Easter and 2 days at Christmas and 5 days at New Year (making a total of 7 days for Christmas and New Year).

## **ANNUAL HOLIDAY ENTITLEMENT AND CALCULATION OF AMOUNT OF HOLIDAY PAY DUE**

All operatives and apprentices **must** receive holiday pay in respect of the total annual holiday entitlement of **30 days** which is calculated in accordance with the recent Employment Appeal Tribunal (EAT) Judgement on the basis of "normal pay" and where necessary averaged over the twelve 12 weeks preceding the date of a holiday. Basic pay calculated solely on the standard number of working hours e.g. 37.5 per week, at plain time, does not necessarily satisfy the requirements of this legal judgement. The holiday pay calculation now needs to include payments for overtime working and any other payments to be included in an operative's or apprentice's weekly pay used for PAYE tax purposes.

### **HOLIDAY CREDIT VALUES – PLUTOS HOLIDAYS (1972) LTD**

The Joint Industry Board no longer promulgates weekly "fixed" holiday credit values for plumbing operatives and apprentices. The weekly holiday credit value for an individual is calculated by Plutos Holidays (1972) Ltd on the following basis using:

- a) The employee's actual hourly rate of pay which must be as a minimum the appropriate hourly rate of pay for the employee's grade "promulgated" by the Joint Industry Board.
- b) The number of contractual or actual hours worked each week by the employee – 37.5 hours or more as per an individual's contract of employment.
- c) The annual holiday entitlement as per National Working Rule 4a currently 30 days (including public holidays).

Where an operative or apprentice is in receipt of payments, in respect of e.g. overtime or taxable travel payments, which impact on an employee's normal weekly pay and thereby attracts PAYE tax then the hourly rate of pay advised to Plutos Holidays (1972) Ltd, for each employee and used for the calculation of an employee's holiday credit, must reflect these payments in order that the holiday pay derived from the holiday credits purchased, from Plutos Holidays (1972) Ltd, meets the amount of holiday pay legally due to an employee under the Working Time Regulations (1998) and the recent EAT decision

**Note:** *Where an employee's weekly earnings varies from week to week the employer is required to check before each holiday payment that the amount of holiday pay derived from the holiday credits purchased produces the amount of holiday pay required under the Working Time Regulations (1998). In such case an employer should advise Plutos Holidays (1972) Ltd of the most representative hourly rate of pay for such employee to be used in respect of the calculation of the employee's holiday credit value notwithstanding that some adjustment is likely to be required to be made by the employer to the amount of holiday pay to be paid to the employee at the time of the holiday.*

**Employers are therefore requested to ensure that the hourly pay rates advised to Plutos Holidays (1972) Ltd in respect of each of their employees, where necessary, reflects these additional payments which affect the calculation of a normal week's pay.**

For employers operating the Industry's Holidays with Pay Scheme administered by Plutos Holidays (1972) Ltd, the Scheme will calculate the holiday credit value for an individual, based on the information supplied by the employer.

Employers who choose not to operate the Industry's Holidays with Pay Scheme are required to make this same calculation in terms of the requirements of the Working Time Regulations 1998, as amended, in order to ensure that holiday pay paid to an employee in respect of the 30 days annual holiday entitlement is in accordance with the requirements of the Working Rules, the Working Time Regulations 1998 and the recent EAT judgement.

Holidays must be taken. Public Holidays should be taken to meet local holiday requirements.

When the Summer Holiday is taken at a time other than the recognised Local Holiday by agreement, overtime rates will not be paid to those operatives or apprentices working during the Local Holiday week.

Operatives or apprentices working away from their own local area have the option of arranging their Summer Holiday by agreement with the employer at a time other than the Local Holiday period.

## Work During Recognised Holidays

All work carried out on recognised holidays will be paid at the following rates and a holiday in lieu day taken by mutual agreement:

The first working day of the year and the first Saturday and Monday of the Summer Holiday	Double time
All other holidays except second week of Summer Holiday	Time and half
Second week of Summer Holiday	Plain time

## Overtime Payment for Work During Recognised Holidays

All overtime work on a recognised holiday will be paid at double time.

### Workers with Fixed Hours and Fixed Pay

- a) workers employed in accordance with the Working Rules, or
- b) workers with a guaranteed number of hours

If a worker's hours and pay do not vary from week to week, then a week's pay is based on the basic hours the worker is contracted to work e.g. 37.5 hours as per the Working Rules (or such other hours as are mutually agreed between the parties). This means that the average weekly wage of 37.5 (or such agreed hours), should be multiplied by the hourly rate paid to the worker to give the weeks holiday pay.

Any overtime worked by the worker in excess of the basic hours (or agreed hours) is NOT included in the calculation UNLESS:

- The employer has entered into a contractual obligation to provide overtime to the worker; **and**
- There is a contractual obligation on the worker to work overtime.

(I.e. both parties have agreed to vary the standard industry terms and conditions)

### Workers with Fixed Hours and Variable Pay

- a) workers who have the option to work piece work, or
- b) earn commission or bonus

Piece workers or workers on commission/bonus may find that their pay varies with the amount of work done but their normal working hours do not vary. In this case, a week's pay is based on the average hourly rate of pay. This is calculated over the 12 week period prior to the week the worker goes on holiday.

**The 12-week period** is defined as the last 12 complete working weeks prior to the holiday being taken where payment is made for such work and **the calculation date** is the last day of the last complete working week before the holiday is taken.

The hourly rate is calculated by dividing the total pay received over the 12 weeks prior to the time of the holiday by **the total number of hours worked** during the same 12-week period. Any non-compulsory and/or non-contractual overtime is **NOT** included in this calculation. i.e. any overtime premium is disregarded but the **actual hours worked** must be treated as having been paid at the basic hourly rate and taken into account in the calculation.

Any week where no payment is made to the worker must be replaced by the next previous complete week where the worker received payment.

### Workers Working On Standby

Where a worker works on a mutually agreed i.e. contractual standby arrangement then the hours worked during standby must be included in the calculation for statutory holiday pay.

## Contractual Holidays

The recognised and contractual holidays for plumbers and apprentices in Scotland and Northern Ireland are as contained in Working Rule 4a -Holidays.

## Contractual Earnings

Contractual earnings would typically include:

1. Basic rate of pay for all hours worked.
2. Responsibility money.
3. Regular weekly bonus payments.
4. Shift and night work premium.
5. Standby and callout payments.
6. Welding supplements.

Contractual earnings do not include:

1. The premium value for non-contractual/voluntary overtime hours.
2. Travelling time, travel allowance or lodging allowance.
3. Ad hoc (non-contractual) bonus payments.

## Rule 5 – NOTICE OF LEAVING

Notice to terminate employment must be given in writing. This applies whether notice is given by an employer OR by an operative. Length of notice is as follows:

	Notice by Employer to Operative	Notice by Operative to Employer
<b>During first week of employment</b>	Two hours' notice to expire at the end of normal working hours on any day	Two hours' notice to expire at the end of normal working hours on any day
<b>After the first week of employment</b>	One clear day's notice to expire at the end of normal working hours on a Friday	One clear day's notice to expire at the end of normal working hours on a Friday
<b>After four weeks' continuous employment</b>	One week's notice to expire at the end of normal working hours on a Friday	One week's notice to expire at the end of normal working hours on a Friday
<b>After two years' and up to twelve years' continuous employment</b>	One week's notice for each full year of employment	One week's notice to expire at the end of normal working hours on a Friday
<b>After twelve years' or more continuous employment</b>	Twelve weeks' notice (capped)	One week's notice to expire at the end of normal working hours on a Friday

## Rule 6 - SHIFT WORK

Shift work will only be instituted if it is to continue for at least 5 days. Hours of work for a full 5-day period will be 7.5 hours for each of the five shifts, making a total of 37.5 hours. The general working conditions as contained in normal working hours, will apply during shift work, with separate operatives employed.

Any hours of shift work that fall outside normal working hours (as prescribed in Working Rule 1) will be paid at a rate of time and 1/5<sup>th</sup>.



Overtime rates will be paid for all time worked in excess of five shifts in one pay week, provided the SNIJIB threshold hours have been reached. All Saturday and Sunday hours will attract an overtime premium. These premia are in addition to the shift rate of time and 1/5<sup>th</sup>.

On jobs where more than one shift is operated and which extends over two weeks, the shift will be alternated weekly so that men employed have their evenings free for some part of the period.

In accordance with the Working Time Regulation 1998 (Section 11) shift work will include 2 uninterrupted rest periods each of not less than 24 hours, or 1 uninterrupted rest period of not less than 48 hours in each 14 day shift period.

## Rule 7a – TRAVELLING

### Travelling Arrangements

An employer has the right to arrange for operatives and apprentices to start work at normal starting time either at his place of business or on the job/site and they shall continue on the job/site until normal stopping time, unless otherwise instructed by the employer.

Operatives may at the option of the employer be conveyed to and from the job/site daily by suitable private transport or by public transport and may be required to meet at and return to an agreed departure point.

### Travelling Expenses

Operatives who travel from the employer's place of business to a job/site or travel from home direct to a job/site shall be entitled to be paid fares. Where an operative travels direct from his home to a job/site only total fares in excess of the agreed Inland Revenue amount shall be payable.

An operative who reports for work at his employer's place of business shall not be entitled to receive either fares or travelling time in respect of his journey from his home to his employers' place of business.

### Travelling Allowance

The employer shall pay an allowance in respect of travel undertaken out with normal working hours to be calculated from the nearest, most direct public transport route, from which the operative may travel.

No allowance shall be paid for the first 60 minutes of travel on both the outward and return journeys, to be calculated from a mutually agreed starting point. The following table shows the rates of allowance that are payable after the 60 minutes threshold has been reached:

Journey	Allowance
First 60 minutes travel each way	nil
<b>Mileage thereafter</b>	
Under 5 miles	¼ hour
5 miles to under 10 miles	½ hour
10 miles to under 15 miles	¾ hour
15 miles to under 20 miles	1 hour

Thereafter for each 5 miles travelled or part thereof an additional ¼ of an hour's allowance shall be paid.

Time spent travelling will not be considered as part of the working day and where payment is due will be paid at single time rates.

## Rule 7b – MINIMUM MILEAGE ALLOWANCE

Operatives or apprentices who are requested by their employer to use his own private motor transport on company business shall be entitled to be paid a minimum mileage allowance as laid down from time to time by the SNIJIB.

The use of operatives' or apprentices' private vehicles on employer business must comply with the following:

- That prior agreement regarding use of such vehicles is reached between employer and operative/apprentice.
- It is the responsibility of the operative/apprentice to provide insurance for the vehicle and to ascertain that the insurance is adequate for such use.
- The rate of payment for use of vehicle for distance travelled will be as promulgated and that this payment be made in lieu of fares.

Use of a private vehicle is not a condition of employment.

## **Rule 8 - LODGING ALLOWANCE**

The employer will pay a Lodging allowance to all operatives and apprentices sent on to jobs that require lodgings. The rate will be as laid down from time to time by the SNIJIB. This will apply as payment for such lodgings for the full calendar week, including weekends, whether the operative returns home at the weekend or not. The lodging allowance is intended to cover bed and breakfast and an evening meal.

### **Travelling arrangements and Expenses**

When in lodgings and away from home operatives and apprentices are entitled to a fare home every two weeks with the mode of transport to be mutually agreed.

Employers are obliged to pay travelling expenses in accordance with Rule 7a and 7b.

At the commencement and completion of a contract of work operatives or apprentices are entitled to travel in the employer's time.

## **Rule 9 - GUARANTEED WEEK**

### **1. Availability for Work**

- (a) Unless otherwise specifically instructed by the employer or his representative, each operative or apprentice will present himself for work each week day at the normal starting time of the firm and will there remain available for work throughout his normal working hours. Decisions as to when during the normal working hours work is to be carried out, interrupted and resumed, and as to whether some or all of the operatives/apprentices will work at any particular time, will be made by the employer or his representative and will be implicitly observed.
- (b) If in the premises or on the job work is temporarily not available for any operative or apprentice, the employer will make every endeavour to provide employment for an operative or apprentice in his own occupation elsewhere within the employment of that employer.
- (c) Subject to (b) above, if an employer temporarily has no work for an operative or apprentices in his own trade, the operative or apprentice will hold himself ready and willing to perform work in any building industry occupation of which they are capable, either in the shop or on the job or elsewhere within the employment of that employer.
- (d) An operative/apprentice who complies with instructions given in accordance with 1(a) and 1(c) above will be deemed to have been "available for work" during the relevant period.
- (e) In cases where abnormal weather conditions or other causes interrupt work over a period, the employer may make suitable arrangements appropriate to the circumstances of each case, by which operatives and apprentices can establish that they are available for work on each day.

### **2. Guaranteed Weekly Wage**

An operative and apprentice is guaranteed payment of his current weekly graded rate of wages for the normal working hours of each complete pay-week during the period of employment, whether or not work is provided by the employer. This is regardless of temporary stoppages through inclement weather or other causes beyond the control of the parties.

This guarantee is subject to the following conditions:

- (a) that the operative/apprentice is available for work during the normal working hours of the pay-week as defined in Working Rule 1 – Working Hours;

and

**(b)** where an operative/apprentice is:

- prevented by sickness or other cause beyond their control from being available for work throughout the normal working hours of each day of a pay-week;

or

- is in the employer's employment for only part of the pay-week;

or

- is absent on a holiday recognised under Working Rule 4(a) above;

then the operative/apprentice will only be entitled to such proportion of the guaranteed weekly minimum as is represented by the time that the operative/apprentice was available for work compared with the total number of working hours of that week.

### **3. Loss of Guarantee**

Where an operative/apprentice fails to be available for work during any part of the normal working hours on any day for any reason other than those stated in 2(b) above, then the operative/apprentice will only be entitled to payment of the operative's/apprentice's current, weekly, graded rate of wages for half the number of hours during which, although available, the operative/apprentice has been prevented from working.

### **4. Temporary Lay-Off**

If work is temporarily stopped or is not provided by the employer and a pay-week during which an operative/apprentice works is followed by a complete pay-week during which the operative/apprentice is prevented from working, although available, then the operative/apprentice will be paid the operative's/apprentice's guaranteed weekly graded rates of wages for **that** pay-week, as defined in clause 2 above. While the stoppage of work continues the operative/apprentice may be eligible to apply for state benefit to cover the period where no payment of wages is available. In such event the whole period of employment, including the period when the operative/apprentice is available for work will be deemed to be continuous employment.

### **5. Potential redundancy**

Following a period of temporary lay-off which ceases to be a temporary measure, the matter of redundancy should be considered by employers, who must follow the Statutory Redundancy Procedure and consult the relevant employee representatives. Appropriate representatives are either representatives of Unite the Union or other elected representatives of the affected employees. Employers must consult appropriate representatives when it is proposed to dismiss or temporarily lay-off 20 or more employees at one establishment over a period of 90 days or less. Operatives or apprentices who are made redundant are entitled to a statutory guaranteed payment of notice and may qualify for a redundancy payment.

### **6. Purchase of holiday credits during temporary lay-off**

An employee who is laid-off in accordance with this working rule shall continue to accrue holiday entitlement during any period of lay-off in terms of this rule. Each employee covered by the Annual & Public Holidays with Pay Scheme shall be credited by the employer employing him in each calendar week during which a contract of employment exists, including all weeks of temporary lay-off under Working Rule 9 "Guaranteed Week", with a sum (known as a holiday credit) the value of which will be fixed from time to time by the SNIJIB.

## **Rule 10 - MEALS AND ACCOMMODATION**

Employers will provide adequate facilities and will observe the Conditions of Welfare as contained in the Construction (Health and Welfare) Regulations 1996.

## **Rule 11 - INCENTIVE SCHEMES**

Properly evaluated incentive schemes may be worked by approval of the SNIJIB. All firms wishing to offer such schemes must submit them in writing to the SNIJIB for approval.

## Rule 12 - OPERATIVES' TOOLS

Every Journeyman Plumber will be required by his employer to possess the following kit of tools and to maintain them in good condition:

Pliers	Hammers	Screwdrivers
1 Gland Nut Pliers	1 Claw Hammer	1 Mains Tester Screwdriver
1 Insulated Pliers	1 Engineer's Hammer	5 Assorted Screwdrivers (bladed and star)
Chisels	Saws	Spanners
1 wood chisel	1 Large Frame Hacksaw	1 Basin Wrench
1 Cold Cut Chisel	1 Junior Hacksaw	1 Small Foot print - & 1 medium Foot print
1 Feather Splitter (bolster)	1 Pad Saw	Adjustable Spanner (large and small)
Miscellaneous		
1 Spirit Level (2ft)		1 Trowel
1 File (Flat or half round)		1 Stanley Knife
1 Pipe Cutters		1 Tool bag/box
1 Rule or Tape		

**Specialist Tool List:** In addition, operatives who undertake specialist copper or lead work will be required to have the following tools:

2 Dressers	1 Mallet
1 Bossing Tool	1 Shave Hook
1 Pair Tin Snips	1 Wood Chasing Tool
1 Caulking and Batting Tool	1 Chalk Line

The tool kits listed above would be suitable for working with either copper or lead. If an operative works with both metals then separate tool kits would be required to avoid contamination.

Employers will supply consumables.

## Rule - 13 STORAGE ACCOMMODATION FOR TOOLS AND TOOL REPLACEMENT SCHEME

### 1. Storage Accommodation for Tools

A lockable and weather-proof place will be provided on all jobs where tools can be left. This will be at the owner's risk except in the case of fire, where the employer will accept liability for any loss.

### 2. Tool Replacement Scheme

The SNIJIB Tool Replacement Scheme is designed to give SNIJIB graded operatives and apprentices a financial grant for the replacement of tools which are stolen. The Scheme is not an insurance scheme and the SNIJIB reserves the right to reject any claim. The following exclusions apply:

- a) breakage whilst in use;
- b) wear and tear, gradual deterioration, rust, scratching and denting;
- c) theft from locked or unlocked and unattended vehicles out with normal or authorised working hours;
- d) theft outside normal or authorised working hours unless locked in a secure place provided by the employer (excluding vehicles);

- e) theft not notified to the police within 24 hours of discovery of theft of tools;
- f) claims for stolen tools where the employer has submitted, or intends to submit, a claim for such loss against his contractors' All Risk Insurance.

The following conditions apply:

- i. Claimants must hold a current SNIJIB grade/registration card and be in the employment of a SNIJIB registered employer;
- ii. Claimants must have a minimum of 26 credits on the Plutos Holiday Credit scheme in respect of the full contribution year prior to the date of claim (except where the operative or apprentice is employed with a local authority);
- iii. Only tools stolen from locked storage areas provided by the employer or from vehicles during normal or authorised working hours are covered. Such theft must be reported to the police within 24 hours of discovery;
- iv. Only the tools specified in the SNIJIB list of tools contained in working rule 12 are covered by the scheme;
- v. The grant awarded by the SNIJIB is not necessarily the replacement cost of an item claimed but an amount fixed by the SNIJIB which may not be disclosed to claimants;
- vi. Claimants will bear an amount per claim as laid down from time to time by the SNIJIB;
- vii. The SNIJIB shall from time to time fix a maximum amount payable, including VAT, to any claimant.

**Claimants wishing to make a claim in respect of stolen tools must meet the above conditions and complete and return the appropriate SNIJIB claim form.**

#### **Rule 14 - TRANSPORTATION OF OPERATIVES**

Where operatives are regularly transported to and from jobs by vehicle, then such vehicle must be designed to carry passengers or have been converted to carry passengers in accordance with Regulation 100 Sections 1 to 3 of the Road Vehicles, (Construction and Use) Regulations 1986 (as amended).

#### **Rule 15 - TRADE UNION REPRESENTATION**

Unite the Union will, with the permission of the employer or his representative on the job, be allowed to approach operatives with reasonable access to facilities.

#### **Rule 16 - INJURY**

Where an operative meets with an injury during the working day arising out of, or in connection with, his work, which necessitates medical attention on that day, he will be paid the recognised basic hourly rate while absent from the job on that day.

#### **Rule 17 – STATUTORY SICK PAY**

##### **Qualifying Days**

For the purposes of Statutory Sick Pay (SSP) the qualifying days (the days for which SSP is payable) will be the 5 days Monday to Friday i.e. the normal working week. This is in accordance with the Statutory Sick Pay (General) Regulations 1982, the Statutory Sick Pay Act 1991 and is required by the Social Security and Housing Benefits Act 1982(as amended).

##### **Pension Contributions**

Payment to operatives and apprentices of Statutory Sick Pay and Industry Sick Pay from SNIPEF Welfare will not be regarded as earnings for the purposes of contributions to the Industry Pension Scheme and therefore contributions will not be payable in respect of such payments.

#### **Rule 18 – ADDITIONAL SICK PAY**

All employers will operate The Industry Sick Pay Scheme. This provides operatives and apprentices with sick pay on a non-contributory basis. This is payable in addition to any SSP to which an operative may be entitled.

An operative will not be entitled to sick pay unless notification is made immediately to his employer. The sickness or injury must also be supported by a self-certificate or medical certificate signed by a medical practitioner.

The Rules governing Industry Sick Pay are as follows:

- a) Industry Sick Pay will not be payable for the first 3 waiting or qualifying days.
- b) The qualifying days for Industry Sick pay are Monday to Friday each week.
- c) Industry Sick Pay is only payable when an employee has formed a period of incapacity for work (PIW) of at least 4 consecutive days (including Saturdays and Sundays).
- d) Periods of incapacity for work are linked to form one period providing each one is at least 4 consecutive days and are separated by not more than 56 days (including Saturdays and Sundays).
- e) The maximum entitlement to Industry Sick Pay in any one period of incapacity for work is 28 weeks (28 times the appropriate weekly operative/apprentice rate of sick pay).

An operative/apprentice does not qualify for Industry Sick Pay unless he/she has a minimum of 26 weeks credits purchased on his/her behalf in respect of the 26 weeks prior to the PIW, for which statements have been issued by Plutos Holiday (1972) Ltd and that the employer is operating the holiday credit scheme in accordance with the requirements of the Working Rules, in respect of all eligible plumbing operatives and apprentices.

## **RULE 19 - INDUSTRY PENSION SCHEME AND DEATH IN SERVICE**

### **19.1 RIGHT TO BE ENROLLED IN THE INDUSTRY PENSION SCHEME OR AN "AUTO ENROLMENT" OR "QUALIFYING" PENSION SCHEME**

As a result of the implications of current pension legislation the Plumbing Industry Pension Scheme (hereinafter referred to as the Scheme) was closed to **new** employer members in March 2014. Only employers operating the Scheme prior to March 2014 are able to continue to operate the Scheme and enrol their new employees in the Scheme. As a result employers who do not currently operate the Scheme must seek an alternative pension arrangement which complies with **(19.1.4)** below.

#### **19.1.1 Employers currently operating the Plumbing Industry Pension Scheme**

All employers currently operating the Scheme shall continue to operate the Scheme at the current contribution rates of the Basic Benefit Scale for their operatives and apprentices (hereinafter referred to as employees).

Employees contributing on the current Basic Benefit Scale shall after consultation with their employer either retain the right to remain on the current Basic Benefit Scale, or on reaching agreement, move to the 2017 Benefit Scale paying the applicable contribution rate. Such agreement shall be recorded in writing.

The applicable contribution rates are as detailed in the table below.

#### **Plumbing Industry Pension Scheme - Basic Benefit and 2017 Benefit Scale Contribution Rates**

Benefit Scales	Contributions	Current	Combined employer/employee	From April 2017	Combined employer/employee	From April 2018	Combined employer/employee
Basic	Employee	3.75%	<b>11.25%</b>	4.6%	<b>13.8%</b>	5.3%	<b>15.9%</b>
	Employer	7.5%		9.2%		10.6%	
2017	Employee	N/A	N/A	3.75%	<b>11.25%</b>	3.75%	<b>11.25%</b>
	Employer	N/A		7.5%		7.5%	

#### **19.1.2 Employers currently operating the Plumbing Industry Pension Scheme who recruit new employees**

All employers currently operating the Scheme shall enrol their newly recruited employees in the Scheme on either the Basic Benefit Scale or the 2017 Benefit Scale or alternatively into an "auto enrolment" or a "qualifying pension" scheme into which they must contribute **at a minimum** the 2017 Benefit Scale combined employer/employee contribution rates currently as shown in the table at **(19.1.1)**.

### **19.1.3 Employers currently operating the Plumbing Industry Pension Scheme but not for all their existing employees**

All employers currently operating the Scheme shall enrol existing employees previously not in the Scheme into the Scheme on either the Basic Benefit Scale or the 2017 Benefit Scale or alternatively into an "auto enrolment" or a "qualifying pension" scheme contributing **at a minimum** the 2017 Benefit Scale combined employer/employee contribution rates currently as detailed in the table at (19.1.1).

### **19.1.4 New employers NOT currently operating the Plumbing Industry Pension Scheme**

All employers that are subject to the National Working Rules of the Plumbing Industry and who do **NOT** currently operate the Scheme shall enrol **ALL** employees in their employment and who are under State Pension Age, into an "auto enrolment" or a "qualifying" pension scheme. The employer and employee contributions to any "auto enrolment" or "qualifying pension" scheme shall, **at a minimum**, be equal to the Scheme's 2017 Benefit Scale contribution rates as detailed in the table at (19.1.1).

### **19.1.5 STATUTORY RIGHTS**

Nothing in NWR19 is intended to interfere with or compromise the statutory rights of any individual with regard to pension provision.

## **19.2 DEATHS-IN-SERVICE BENEFIT**

### **19.2.1 Employees in membership of the Plumbing Industry Pension Scheme**

In circumstances where the death of an employee occurs, no matter how caused, an employee shall be covered for a death-in-service benefit amounting to a lump sum calculated in accordance with (19.2.3).

### **19.2.2 Employees NOT in membership of the Plumbing Industry Pension Scheme**

All employers that are subject to the National Working Rules of the Plumbing Industry must provide and pay for death-in-service cover for **ALL** employees providing a lump sum equal at a minimum to the death-in-service benefit payable under the Basic Benefit Scale of the Scheme as per the table below.

Grade	Current SNIJIB Hourly Rate	Weekly hours	Number of weeks	Amount of Death-In-Service
Plumber	£12.02	37.5	104	£46,878
Advanced Plumber	£13.68	37.5	104	£53,352
Technician Plumber	£15.15	37.5	104	£59,085

### **19.2.3 Benefit amount**

The amount of death-in-service payable to an employee on the **Basic Benefit Scale** shall be equal to the GREATER OF TWO times earnings:

a) The amount of the employee's total annual earnings in the last complete year to the 5<sup>th</sup> of April prior to the employee's death.

OR

b) The amount equivalent to the employee's annual basic rate of pay applicable to the grade of the employee at the time of death calculated on a 52 weeks basis.

The amount of death-in-service payable to an employee on the **2017 Benefit Scale** shall be equal to the GREATER OF THREE times earnings as (a) and (b) above.

### **19.2.4 Benefit entitlement**

An employee's entitlement to the death-in-service benefit shall cease where an employee is absent from work through sickness or accident for a continuous period of 104 weeks or more calculated from the date pension contributions were last paid on behalf of the employee.

## **Rule 20 - WELDING ALLOWANCE**

Graded operatives holding one or more up-to-date SNIJIB certificates of competency in welding will be paid a welding allowance.

Operatives holding a valid SNIJIB certificate of competency in the oxy-acetylene welding of mild steel pipework and/or bronze welding of copper sheet and tube will be classified as a certificated "gas welder".

Operatives holding a valid SNIJIB certificate of competency in the metal-arc welding of mild steel pipework will be classified as a certificated arc welder.

An operative holding one or more valid SNIJIB certificates of competency in welding will receive an allowance in addition to their wage throughout their employment which will be payable whether or not the operative undertakes welding work.

The supplement payable will be as laid down from time to time by the SNIJIB.

## **Rule 21 - TIME OFF FOR TRADE UNION DUTIES AND ACTIVITIES**

Employees who are appointed officials of the Unite the Union will be permitted by their employer to take reasonable time off during normal working hours to undergo training in aspects of industrial relations which are relevant to the carrying out of their duties. Such time off is recognised in terms of the ACAS Code of Practice No 3: Time off for Trade Union Duties and Activities. Such time off will be paid for by the employer at the rate of pay the employee would have earned had he undertaken work (excluding overtime).

The Union should submit a request to the employer in writing for such time off as far in advance as is reasonable in the circumstances. The request should specify the nature, content and duration of the training.

## **Rule 22 - WEARING OF SAFETY HELMETS AND OTHER PERSONAL PROTECTIVE EQUIPMENT**

The Construction (Head Protection) Regulations 1989 require all employers to provide each employee who is engaged in building operations with suitable head protection. The employer must also maintain and replace such head protection whenever necessary. Head protection must be provided and worn unless there is no risk to head injury.

The Personal Protective Equipment at Work Regulations 1992 require all employers to provide suitable personal protective equipment to employees who may be exposed to a risk to their health and safety while at work. All employers must carry out a Risk Assessment in each work situation, where appropriate, to determine whether personal protective equipment requires to be worn.

Employees are required by law to wear hard hats and other personal protective equipment where there is a risk to employees' or others safety in carrying out their work.

Every employee who is provided with suitable head or other personal protective equipment by their employer has a legal responsibility to take reasonable care of that equipment and must report any obvious defect or loss of equipment to their employer.

The four main types of personal protective equipment are:

Head Protection	Eye Protection
Foot Protection	Protective clothing for the body.

Employees must comply with all the rules made by any person in charge of a site who determines that personal protective equipment should be worn on site, including head protection.

Both the Construction (Head Protection) Regulations 1989 and the Personal Protective Equipment Regulations 1992 (as amended) apply to all individuals under the control of an employer, including self-employed operatives.

## **Rule 23 - ENGINEERING CONSTRUCTION SITES**

Employers who are bound by the terms and conditions laid down by the SNIJIB, must operate all the Working Rules of the SNIJIB in relation to plumbing operatives employed by them on nominated sites which fall under the Engineering Construction Industry National Agreement. This includes the Holidays with Pay and Welfare Schemes as well as the Pensions provisions of these rules. In addition, they will pay any difference in wage rates between



the SNIJIB promulgated rates and the rates laid down in accordance with the Engineering Construction Industry National Agreement.

On all other sites the Rates and Conditions laid down by the SNIJIB will apply.

## **Rule 24 – GRIEVANCE PROCEDURE**

As set out in the Employment Act 2002 all employers and employees are required to comply with the ACAS code of practice, Disciplinary and Grievance Procedures.

### **AVOIDANCE OF DISPUTES**

In the event of any dispute, whether among employees themselves or between the employer and the employees and any other trade, no step will be taken which may interfere with the business of any employer until the following procedure has been exhausted.

### **INFORMAL ACTION- MINOR ISSUE OF CONCERN**

Where possible, employees should aim to resolve any grievance relating to any aspect of their employment informally and quickly with their line manager making the employer aware of any matter of concern.

### **FORMAL ACTION- The 3 Step Procedure**

#### **Step 1- Grounds of complaint**

The employee shall raise any grievance in writing, which cannot be resolved informally, directly with their employer/line manager outlining the issues (unless the grievance is related to the line manager in which case it should be raised with a senior manager).

#### **Step 2- Meeting**

On receiving notice of the formal grievance the manager must respond in writing to the written grievance within 5 working days.

The employee will be invited to a meeting and has the right to be accompanied at the meeting by either a fellow worker or union official. The SNIJIB recognises Unite the Union as the official industry union. It is not reasonable for an employee to insist on being accompanied by a colleague who is likely to prejudice the hearing or who has a conflict of interest. The employee should advise the employer of his intention to be accompanied and the name of the person who will be accompanying him to the meeting.

The employee or their representative should be permitted to explain the nature of the complaint and say how they believe the matter may be settled.

Following the meeting the employer will consider the grievance raised and give careful consideration before providing the employee with a response. The employer will provide a written response to the employee and his representative within 7 days of the date of meeting, including advising that the employee has the right of appeal within 5 days of the date of the decision being communicated to him.

#### **Step 3- Appeal**

If the employee states that they wish to appeal the decision, an appeal meeting must be held following the same procedure provided in Step 1 and 2, stating that the decision of the appeal meeting is final.

### **SNIJIB Panel**

If agreement cannot be reached on any matter, then the dispute can be referred to the SNIJIB, which may take any necessary steps to settle the dispute. This includes convening a local joint meeting to investigate the dispute with a view to settling it.

The employee or his representative shall submit written details of his grievance (or minutes of the meeting held at Stage 2 and 3) to the SNIJIB which will convene a Panel comprising 1 employee member of the Board (Unite representative) and 1 employer representative of the Board (SNIPEF representative) and chaired by a representative of the SNIJIB Secretariat. Both the Unite the Union and SNIPEF representatives must not have had any prior involvement in the case to be considered. The employee may be accompanied at the hearing as under Step 2 above. The Secretariat will be responsible for making appropriate arrangements for the hearing and for

communicating the written decision to both parties within 10 days of the date of hearing. The decision of the hearing of the Panel will be final.

### **Keeping Records**

It is important and in the interest of both employers and employees, to keep in a secure place confidential written records used during the disciplinary process. The employer should keep a written record during the grievance process which should include:

- a) the nature of the grievance raised
- b) a copy of the written grievance
- c) details of the employer's response
- d) the action taken by the employer and the reasons for the action taken
- e) whether there was an appeal and if so, the outcome
- f) any subsequent developments

## **Rule 25 - DISCIPLINARY PROCEDURE**

As set out in the Employment Act 2002 all employers and employees are required to comply with the ACAS code of practice, Disciplinary and Grievance Procedures.

### **Investigation**

When a potential disciplinary matter arises, the employer should carry out an appropriate investigation to establish the facts promptly before memories of events fade, taking into account statements of any available witnesses. When an investigatory meeting is held to establish the facts of a case, it should be made clear to the employee involved that it is an investigatory meeting and not a disciplinary meeting.

Having established the facts, the employer should decide whether to:

- a) drop the matter,
- b) deal with it informally, or
- c) arrange for it to be handled formally.

In serious cases involving an allegation of gross misconduct, where relationships may have broken down or where there are risks to employer's property or 3<sup>rd</sup> parties, consideration should be given to a brief period of suspension with pay, while the case is fully investigated. It should be made clear to the employee that the brief period of suspension with pay is not considered a disciplinary action.

Where it is decided to proceed to a disciplinary hearing there should be a break between the conclusion of the investigatory stage and the convening of a disciplinary hearing. Disciplinary matters should be dealt with as thoroughly and promptly as possible.

### **INFORMAL ACTION - MINOR MISCONDUCT**

Any intervention or action an employer carries out should be for the purpose of encouraging an improvement in conduct or performance of an employee, rather than imposing punishment. Cases of minor misconduct or a one off case of unsatisfactory performance are usually best dealt with informally. A quiet word is often all that is required to improve an employee's conduct or performance.

There will be situations where matters of a more serious nature or where an informal approach has been tried but does not resolve the matter, in which case the employer should provide employees with a clear signal of their dissatisfaction by taking formal action.

### **FORMAL ACTION**

In matters of a more serious nature or where an informal approach has been previously adopted but is having no effect on improving the conduct or performance of an employee, then formal action may be required.

#### **Step 1- Grounds of allegation and Invitation to Meeting**

Following an investigation the employer should notify the employee in writing that he is invited to attend a meeting to discuss the allegation(s) made against him. The letter should contain enough information for the

employee to be able to understand both what it is he has done wrong and the reasons why this is not acceptable.

The letter must inform the employee of his right to be accompanied at the meeting by either a colleague or union official. The SNIJIB recognises Unite the Union as the official industry trade union. It is not reasonable for an employee to insist on being accompanied by a colleague who is likely to prejudice the hearing or who has a conflict of interest.

The employee should make a reasonable request in writing, or at the very least advise the employer verbally, of his intention to be accompanied and the name of the person who will be accompanying him to the meeting.

## **Step 2- Disciplinary Meeting**

At the meeting the employer should explain the allegation(s) against the employee, go through the evidence that has been gathered and put the allegation to the employee in order that they have a opportunity to respond.

The employee or his representative should then be allowed to set out his case and answer any allegation that has been made against him. The employee should be allowed to ask questions, present evidence, call and cross examine witnesses and be given the opportunity to raise points regarding any information provided by witnesses.

Following the meeting, if it is judged that the allegation is substantiated and it is decided that disciplinary action is to be taken for the misconduct or unsatisfactory performance, the employer can provide either a verbal, written or final written warning. The following should be provided to the employee and also stated in a letter:

- a) the nature of the unsatisfactory performance/misconduct,
- b) the form of warning being given and length of time the warning will remain on the personnel file for future review,
- c) the improvement/change required,
- d) the reasonable time-scale for achieving an improvement/change,
- e) a date when the situation will be reviewed
- f) any support the employer will provide to assist the employee in meeting the required standard in complying with the meeting, and
- g) the employee that he has the right of appeal to a disciplinary decision up to 10 days from the date of decision.

Additionally, where a verbal or written warning is issued the employer should indicate that failure to modify behaviour or improve performance could lead to a sterner or final written warning and ultimately dismissal.

## **Step 3- Appeal**

If an employee states that they wish to appeal the decision (e.g. as they consider the decision was unfair, the procedure was not followed correctly or new evidence comes to light), an appeal meeting should be held following the same procedure provided in Step 1 and 2, stating that the decision of the appeal meeting will be final.

If possible a more senior manager or other manager should hear any appeal, however if no other manager is available then an approach can be made to the SNIJIB secretariat to assist in dealing with the appeal.

## **Final Written Warning**

Where there is a failure to modify behaviour or improve performance in the time-scale previously set at a disciplinary meeting, or where the offence is sufficiently serious, an employer can schedule a meeting and provide a final written warning having followed the 3 Step procedure (as detailed above).

## **Dismissal**

Where there is a continued failure to modify behaviour or improve performance in the time-scales previously set at disciplinary meetings, an employer can schedule a meeting following the 3 Step procedure (as detailed above) to inform the employee of their dismissal. In such cases, an employer must inform the employee of the date on which their employment will terminate and issue them with a P45.

## **Gross Misconduct**

If an employer considers an employee guilty of gross misconduct and is therefore liable for summary dismissal, dismissal without notice, the facts must be established before any decision is made or action taken. The option of a short period of suspension with pay may be necessary (while the investigation is carried out), although it should only be imposed after careful consideration. It should be made clear to the employee that the suspension is not a punitive disciplinary action and does not involve any prejudgement.

The 3 Step procedure (as detailed above) applies as much to cases of gross misconduct as it does to less serious cases of misconduct or unsatisfactory performance, therefore the employer must follow the same procedure.

The following are examples of actions that could render an employee liable to summary dismissal for gross misconduct. This list is not exhaustive and other actions of a similar or otherwise serious nature could also render an employee liable to instant dismissal.

- a) Fighting or assaulting any other person during the course of employment.
- b) Stealing or wilfully damaging property belonging to the Company, other employees, or clients of the Company.
- c) Knowingly falsifying any time sheets or other Company documents.
- d) Being incapable for work due to drink or drugs during the hours of employment.
- e) Sleeping whilst on duty.
- f) Contravening health and safety regulations, including smoking in a "No Smoking" area or dangerous use of tools etc.
- g) Actions as to seriously offend a client and/or detract from the Company's good name and reputation.
- h) Flagrant breach of any rules relating to the premises upon which work is being carried out, as laid down by the client or occupier of the premises.
- i) Repudiation of the contract of employment by a wilful refusal to comply with a reasonable request.
- j) Negligent workmanship, such as to endanger life or cause major damage to property.
- k) Taking on own work related to the Company's trade.
- l) Serious loss or damage to the Company's tools or equipment through persistent negligence.
- m) Unauthorised use of a Company vehicle.
- n) Drivers found guilty of drinking or being under the influence of drugs while driving in the course of duty.

## **Keeping Records**

It is important and in the interest of both employers and employees, to keep in a secure place confidential written records used during the disciplinary process. The employer should keep a written record during the disciplinary process which should include:

- a) the nature of the complaint against the employee
- b) the employee's defence against such complaint
- c) findings made and actions taken
- d) the reasons for actions taken
- e) whether an appeal was lodged
- f) the outcome of any appeal
- g) any subsequent developments

## **Grievance Raised During Disciplinary Hearings**

Where in the course of the disciplinary process an employee raises a grievance that is related to the case under investigation the employer should consider suspending the disciplinary procedure for a short period to enable the grievance to be dealt with.

## Duration of Verbal and Written Warnings

Verbal and written warnings issued in accordance with this Statement of Disciplinary Procedures and Rules will be disregarded for disciplinary purposes after a period of satisfactory behaviour of six months. However, any further occurrence of the same offence during the following six months will render the employee liable to have the verbal or written warning reinstated for a maximum period of twelve months. A final written warning will be disregarded for disciplinary purposes after a period of satisfactory behaviour of twelve months.

## Supervisors and Foremen

Supervisors and foremen are empowered to recommend dismissal. They can also suspend individuals, on pay, for up to one week where there is reason to believe that an employee may be guilty of gross misconduct, pending investigation by the appropriate manager. However, only managers/proprietors/owners have the authority to dismiss an employee from the Company.

## Rule 26 - TEMPORARY USE OF SELF-EMPLOYED LABOUR

Employers are permitted to use self-employed, labour only operatives in accordance with the following Code of Good Practice:

### Temporary Use of Labour Only Sub-Contractors (Self-Employed Plumbing Operatives)

#### CODE OF GOOD PRACTICE

##### The objectives of the SNIJIB are:

- a) to establish a system of labour control within the Industry whereby the SNIJIB regulates the relations between employers and employees engaged in the Industry;
- b) to lay down the rates of wages and conditions of employment to be applied and observed by both employers and employees in the Industry;
- c) to provide or arrange to provide such schemes or benefits for persons in the Industry as the SNIJIB may think fit;  
and
- d) to generally further the progress of the Industry for the mutual advantage of the employers and employees in the Industry as well as the general public.

The policy of the SNIJIB is that employers choose to recruit directly employed labour as a first option. This will help to maintain a skilled workforce in Scotland and Northern Ireland that is able to provide the full range of plumbing work, as defined by the SNIJIB.

##### The SNIJIB recognises that:

- a) firms may have short term needs for labour that might not be met by directly employed operatives;  
and
- b) there has been a substantial growth in the number of self-employed operatives throughout the UK.

Therefore, the use of labour-only sub-contractors/self-employed operatives by employer participants is permitted under the following conditions:

- i. where possible, all vacancies must be filled by a directly employed operative, no matter how short term the post;
- ii. where it is not possible to recruit directly employed operatives, labour-only sub-contractors/self-employed operatives may be used. They must:
  - (a) possess a valid JIB Grade/Registration Card;
  - (b) possess a valid Construction Industry Scheme (CIS) HM Revenue & Customs certificate;
  - (c) be covered by Public Liability Insurance to the value of £2,000,000 as required by the SNIJIB or such other amount as laid down by the SNIJIB;
- iii. no directly employed operative may be discharged and replaced by a self-employed, labour-only operative.

- iv. no directly employed operative may be made redundant while any self-employed, labour-only operatives are retained, except by mutual agreement.
- v. no firm may have more than 30% of its total workforce on a self-employed labour-only basis.
- vi. no firm may use self-employed labour-only operatives if it has not previously taken on apprentices.
- vii. no self-employed, labour-only operative may be employed by any one employer for more than 3 months.
- viii. all self-employed, labour-only operatives must be paid at least the minimum hourly promulgated rate, as set from time to time by the SNIJIB.
- ix. all self-employed operatives must be properly supervised by a suitably qualified supervisor.
- x. the recognised Trade Union for any self-employed operative is Unite the Union.

### Minimum Hourly Rate

The SNIJIB will set from time to time a minimum hourly rate to be paid to labour-only operatives working in the Plumbing Industry.

## Rule 27 – ACCREDITED CERTIFICATION (ACS)

### GAS COURSE TRAINING AND ASSESSMENT

All employers shall meet the cost of ACS gas course training and assessment for all plumbing operatives who are required to work on gas installations. In addition all operatives must complete the standard SNIJIB Agreement in advance of ACS gas training or assessment (for a copy of The SNIJIB Contract Agreement please log onto [www.SNIJIB.org](http://www.SNIJIB.org)).

This agreement gives consent to an operative's employer to deduct an agreed proportion of the cost of ACS gas training and assessment paid by the employer from any sums due by an employer to an employee where an operative terminates his employment within a period of three years from the date of completion of any ACS gas training and assessment.

Where training and assessment is undertaken outwith working hours no additional payment will be due to operatives. Employers must take into account any grant payments received from third parties in respect of ACS gas training or assessment in calculating the net cost to the employer of such training.

Plumbing apprentices at present undertake ACS gas training or assessment during their off the job training which forms part of the Modern Apprenticeship Plumbing Programme therefore the above arrangements do not apply during the period of their Apprenticeship.

The amount to be repaid by the operative cannot be more or over a longer period than the formula detailed below and is to be taken from the date of termination.

Months of employment after completion of ACS Training or, if training not completed, after date of last attendance at ACS training	Amount to be repaid by the Employee to the Employer
3 Months or less	100%
More than 3 months but less than 6	85%
More than 6 months but less than 9	65%
More than 9 months but less than 12	50%
More than 12 months but less than 15	45%
More than 15 months but less than 18	30%
More than 18 months but less than 36	15%

## Rule 28 - ALTERATIONS AND AMENDMENTS

The SNIJIB may review these Working Rules at any time and may make alterations or amendments as required.

## APPRENTICE TRAINING SCHEME

The following regulations governing recruitment, registration, indenture, wages, working conditions, training and education applies to all apprentices in the Plumbing Industry in Scotland and Northern Ireland.

### 1. Recruitment

All apprentices shall be chosen and engaged by employers from persons whom they consider are able to benefit from training and are likely to reach the required standards of competence expected from a journeyman plumber provided that:

- i. Apprenticeship shall commence from the date of such recruitment.

Where a person has been engaged by an employer and is later given an apprenticeship he shall be regarded as having commenced his apprenticeship from the date he was originally engaged by the employer.

- ii. Apprentices recruited for apprenticeship by employers should have the minimum entry qualifications laid down by the SNIJIB which meet the entry requirements for a SVQ Level 3 in MES Plumbing.
- iii. Apprentices shall spend the first six months as apprentice plumbers on probation. Probationary apprentices shall be paid the normal apprentice wage rate by the SNIJIB.

No employer shall engage an apprentice who is already registered with another employer as an apprentice without the permission of the SNIJIB and if an apprentice leaves his employer without good reason he shall not be registered as an apprentice with any new employer.

### 2. Indenture and Registration

All employers taking apprentices into employment shall arrange to have completed a SNIJIB Training Agreement (obtainable from the Registrar) which includes a Certificate of Registration of Apprentice in respect of each apprentice duly engaged and shall submit the form to the SNIJIB. On completion of the apprenticeship an employer will complete a Certificate of Completion of Training in respect of each apprentice duly engaged and shall submit the form to the SNIJIB.

Such Training Agreement shall be entered into immediately an apprentice is taken into employment without waiting until the expiry of the probationary period. The date of commencement of the apprenticeship entered on the Training Agreement should be the date when the apprentice first started employment with the employer as an apprentice.

### 3. Duties and Obligations

#### A. Employers:

- i. Employers shall provide their apprentices with proper training in all branches of work carried on by them.
- ii. Employers shall pay apprentices the SNIJIB rate of pay from the commencement of the apprenticeship and are entitled to an increase in pay on the anniversary of their apprenticeship subject to section (3b vii) below.
- iii. Employers shall allow their apprentices during their period of apprenticeship such as leave of absence during normal working hours as will permit them to attend day or block release training and technical education classes at a local College of Further Education or other SNIJIB approved Training Centre, which may vary according to the local conditions, but in all cases provide training and instruction leading to a SVQ Level 3 in MES Plumbing.
- iv. Employers shall pay the wages of apprentices but not their subsistence or travelling expenses for the period of attendance at such classes but they shall not be liable to pay wages if the apprentice shall, after obtaining leave from the employer, fail to attend the classes.

- v. The employer, having first followed the disciplinary procedure, may report to the Director and Secretary of the SNIJIB, any apprentice who is consistently failing to produce the standard of work or education progress reasonably expected of an apprentice at this stage of apprenticeship. The matter should not be responded to through non-payment of wage increases. It shall be the duty of the SNIJIB in consultation with representatives of the Local Association and Union to investigate the case and deal with the apprentice concerned with power of suspension or dismissal.

#### **B. Apprentice:**

- i. Apprentices shall undertake to complete their apprenticeship with their employer and shall, during the continuance of their apprenticeship, faithfully and honestly serve their employer, be diligent to learn all aspects of their craft and willingly obey all reasonable and lawful commands of their employer or his authorised representatives.
- ii. Apprentices shall not generally be employed on labouring work other than such work which is necessary to further their knowledge of the plumbing industry.
- iii. Apprentices shall not waste, damage or injure the property, materials or goods of their employer or any person on whose property they shall be working or knowingly suffer the same to be done.
- iv. Apprentices shall not, during the continuance of their apprenticeship, undertake work of any kind either on their own account or for a different employer.
- v. Apprentices not getting satisfaction in regard to their progress in training has the right of appeal to the Director and Secretary of the SNIJIB. It shall be the duty of the SNIJIB in consultation with representatives of the Local Association and Union to investigate the case provided that if any questions arise about the adequacy or suitability of training arrangements made by an employer he may elect, or the joint meeting may arrange, for enquiries into such questions to be made by the SNIJIB or such other body as the SNIJIB shall determine.
- vi. Apprentices shall attend during their period of apprenticeship day or block release training at a Local College of Further Education or other SNIJIB approved Training Centre, which may vary according to local conditions, but in all cases provide training and instruction leading to a SVQ Level 3 in MES Plumbing. Each apprentice shall produce to his employer all certificates of attendance, reports and results issued to him in respect of such off-the-job training.
- vii. An apprentice who fails to have full attendance at day or block release classes except on account of sickness, injury or other absences approved by the employer shall be liable to suspension or dismissal (in accordance with Rule 25) as follows:
  - a) Refusal to attend shall be regarded as misconduct justifying dismissal.
  - b) Failure to attend on three days whether consecutive or not during the three college terms or one session shall render the apprentice liable to suspension in accordance with Section 5 of these Regulations.
  - c) Failure to attend on five days whether consecutive or not during three college terms or one session shall render the apprentice liable to dismissal (in accordance with Rule 25).
  - d) Consistent lateness in attending such classes shall render the apprentice liable to suspension and if lateness continues to dismissal.

In the event of suspension, the apprentice shall attend in the normal way any day or evening classes which take place during such suspension and in the case of day classes shall be paid the appropriate wages as provided for in Section 3 (a) (iii) of these Regulations in respect of such attendance.

The employer must notify the College in such circumstances.

## **4. Training Period**

The apprenticeship will comprise of a mixture of onsite training and experience and attendance at a local College or Further Education or SNIJIB approved Training Centre to undertake the off-the-job training leading to achievement of a SVQ Level 3 in MES Plumbing.



Apprentices regardless of age will serve a minimum period of apprenticeship of four years during which time they shall attend college to undertake the SVQ Level 3 in MES Plumbing. The apprenticeship will not be completed unless the apprentice has served the minimum period of four years and successfully achieved the SVQ Level 3 in Plumbing.

## **5. Suspension, Dismissal, Right of Appeal and Transfer**

### **i. Suspension**

An employer may suspend without pay an apprentice up to a maximum of two weeks for misconduct, including wilful absence without permission at any time during the period of apprenticeship and the apprentice shall require to make up the time thus lost in that year of apprenticeship.

Suspension by an employer of an apprentice because of weather conditions shall not be permissible unless with the approval of the SNIJIB.

### **ii. Dismissal**

The employer may terminate the apprenticeship if the apprentice is unable, due to lack of application and/or capability, to reach the standard necessary to progress through the apprenticeship. Before such a decision is taken, the employer must involve the Training provider and Unite Regional Officer (if applicable). The employer will be required to demonstrate that the necessary support and guidance has been provided to assist the apprentice achieve the relevant targets. All dismissals must be carried out in accordance with Rule 25.

### **iii. Right of Appeal**

The apprentice shall have the right to appeal against such dismissal or suspension within a period of two weeks from the date of dismissal or suspension. In such event the apprentice must appeal in writing to the SNIJIB on receipt of which the SNIJIB shall make arrangements to hold a Local Joint Panel as soon as possible but not later than two weeks following the notice of appeal for the purposes of receiving evidence, hearing addresses and witnesses to enable the SNIJIB Panel to consider the appeal and reach a decision.

### **iv. Composition of Panel**

The Panel shall comprise one current employer member of the SNIJIB, one union member of the SNIJIB and an official of the SNIJIB who shall act as Secretary to the Panel.

### **v. Format of Hearing**

The Local Hearing will be conducted with such formality as is necessary for the efficient conduct of the Hearing.

The apprentice and the employer will be present at the start of the Hearing with such representation (e.g. union official) as is appropriate. Other witnesses will remain outside the Hearing Room until they are called to give their evidence after which they may remain in the Hearing but may not participate further in the proceedings except at the invitation of the Chairman or leave the Hearing without the Chairman's permission.

Once both sides have given their evidence each side is open to questioning by the other side and the Panel members.

### **vi. Decision**

The Panel may give its decision verbally on the day to be confirmed at a later date in writing or in writing within a period not exceeding 21 days from the date of the Hearing.

### **vii. Transfer**

#### **Discontinuation of Business**

In the event of a firm discontinuing business and being unable to employ an apprentice from the result of any cause, the firm shall report the circumstances to the Director & Secretary of the SNIJIB, as soon as possible, in order that the displaced apprentice, wherever possible, can be placed in a suitable establishment in order that the apprentice's training may continue. An employer, however, shall be entitled to engage an apprentice or apprentices, irrespective of those who may be unemployed.

In the case of such transfer during the course of apprenticeship there shall be a three months probationary period.

### **Advancement of Training Skills**

An apprentice may be transferred from one firm to another by consultation between the SNIJIB/SNIPEF and the employer for the purpose of advancing the training and education of the apprentice in the use of materials and working techniques, always providing that such transfer shall be of a temporary or permanent nature as shall be agreed between the parties concerned.

### **Transfer to New Employer for Reasons other than Advancement of Skills**

Registered apprentices will normally serve their apprenticeship with the employer who first recruits them. Apprentices are not at liberty to change their employer. However there may be circumstances where in consultation with the SNIJIB/SNIPEF Training Services Ltd and the employer that a transfer to a new employer is considered appropriate and where such transfer has the agreement of all the interested parties.

### **Failure to Follow the Prescribed SNIJIB Transfer Procedure**

Apprentices who fail to follow the prescribed SNIJIB transfer procedure will render themselves subject to the following penalties:

- a) The apprentice may be liable for all college fees from the date of leaving the employer, with whom the apprentice was first registered, and may be terminated from the plumbing industry training programme managed on behalf of the plumbing industry by SNIPEF Training Services Ltd.
- b) Any time spent with a new employer while not registered with the SNIJIB will be disregarded by the SNIJIB and will not therefore count towards the period of apprenticeship. Registration with any new employer will not be backdated to the date of termination with the previous employer or the date of commencement with any new employer.
- c) The SNIJIB may refuse to issue a SNIJIB registration card to an individual who fails to complete the required period of apprenticeship in accordance with the rules and regulations governing the plumbing Industry Apprenticeship Training Scheme or may grade such an apprentice as a plumbing labourer.

## **6. Holidays and Sickness**

The Plumbing Industry Holidays with Pay Scheme and the Sick Pay Scheme shall apply proportionately to apprentices.

A new apprentice from the date of commencement of apprenticeship up to the time he would otherwise qualify for sick pay shall be regarded for purposes of the Sick Pay Scheme as being in a full sickness credit position provided he is employed as a registered apprentice by an employer operating the Scheme.

Time lost through sickness or injury of whatever nature, if more than four weeks in any year of apprenticeship, must be made up at the end of the year in which the absence occurs.

## **7. Wages**

The wages of apprentices shall be as laid down from time to time by the SNIJIB.

### **Senior Apprentice Wage**

A Modern Apprentice who has successfully achieved his SVQ Level 3 in MES Plumbing and ACS Gas Modules and has received his Certificate of Completion of Modern Apprenticeship from SummitSkills shall become a Senior Apprentice. That is a Registered Modern Apprentice in Plumbing who has successfully achieved the required College Plumbing Programme, and shall be entitled to receive the 4th year rate of wages for a registered plumbing apprentice as laid down from time to time by the Board.

## **8. Hours**

Apprentices shall work the same recognised hours as operatives and receive the same pro rata wages for overtime.

They shall also receive any applicable allowances set by the SNIJIB.

## **9. Overtime**

Overtime shall be discouraged for registered apprentices and on no account shall an apprentice be asked to work overtime when he is required to attend college or other SNIJIB approved training Centre.

## **10. Number of Apprentices**

The quota of apprentices to journeyman shall be arranged from time to time by the SNIJIB.

## **11. Disputes and Appeals**

Apprentices shall not be affected by or take part in any Trade Dispute. Any dispute arising under these Regulations shall be dealt with the Director and Secretary of the SNIJIB and where necessary, a joint meeting shall be arranged as soon as possible to deal with the matter. In the event of failure to agree either party shall have the right to refer the matter to the SNIJIB.

## **12. Completion of Apprenticeship**

### **i. Continuation of Employment after Attainment of Completion of Apprenticeship**

Employers, who retain the services of an apprentice post completion of period of apprenticeship and the SVQ Level 3 in MES Plumbing, must complete the relevant SNIJIB Certificate of Completion of Training. A new contract of employment should be issued to mark the change of status. It should be noted however that as there has been no break in service, the date of commencement of employment remains unchanged. The total period of employment will be regarded as continuous and must be used for the calculation of entitlements in the event of a future redundancy or dismissal with notice.

### **ii. Termination of Employment upon Completion of Apprenticeship**

Employers who do not intend to offer further employment after the apprentice has completed the period of apprenticeship and gained the SVQ Level 3 in MES Plumbing, must complete the relevant SNIJIB Certificate of Completion of Training and must remind the apprentice that their fixed contract is coming to an end on a specific date. A meeting must take place with the apprentice in order to explain the situation and confirm the date of completion of period of apprenticeship and termination of employment. The establishment of this specific date is important as without this agreed date, were the apprentice to remain in the company's employment after the date of completion of the apprenticeship, even short term, it would be considered as a continuation of the contract of employment and entitlement to notice and redundancy payments based on the total length of service could become due.

## **13. Alterations**

The Regulations may be amended from time to time as provided in the Constitution and Rules of the SNIJIB.



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