

National Working Rules



Scottish and Northern Ireland
Joint Industry Board
for the Plumbing Industry

CONSTITUTION AND RULES

SCHEME OF GRADING DEFINITIONS AND CONDITIONS

ANNUAL AND PUBLIC HOLIDAYS WITH PAY SCHEME

INDUSTRY SICK PAY SCHEME

NATIONAL WORKING RULES

APPRENTICE TRAINING SCHEME

Equal Opportunities

The Plumbing and Mechanical Engineering Services Industry operates on the principle of equal treatment under the application of the Rules and in regard 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.

The Fair Employment and Treatment Order

The Fair Employment and Treatment (Northern Ireland) Order 1998 (FETO) makes it unlawful to discriminate against someone on the grounds of religious belief or political opinion. This includes a person's supposed religious belief or political opinion and the absence of any, or any particular, religious belief or political opinion.

The Order defines three types of unlawful discrimination:

- Direct discrimination is where a person on grounds of religious belief or political opinion is treated less favourably than others are, or would be, treated in the same or similar circumstances.
- Indirect discrimination may occur where a provision, criterion or practice, although applied equally to all, would put persons of a particular religion or belief at a particular disadvantage compared with other persons unless that provision, criterion or practice is objectively justified by a legitimate aim.
- Victimisation means treating someone less favourably than others because they have, for example, complained of alleged discrimination or have assisted someone else to do so.

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 similar terms referred to in the Rules are intended to apply equally to both woman and men.

Scottish and Northern Ireland Joint Industry Board for the Plumbing Industry

MEMBERSHIP

Representing

Scottish and Northern Ireland Plumbing Employers' Federation (SNIPEF)

Gordon Matheson - *Vice Chairman*

George Thomson

Alan Turner

David Hunter

Representing **Unite the Union**

John Allott - *Chairman*

Robert Buirds

Rab Sherry

Terry Collins

Director and Secretary and Registrar

Robert D. Burgon B.A.(Hons), MLitt., FPMI, Hon.FCIPHE, FIPA

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**CONSTITUTION AND RULES
of the
SCOTTISH AND NORTHERN IRELAND
JOINT INDUSTRY BOARD
for the
PLUMBING INDUSTRY**

NAME

1. The Joint Industry Board shall be called “The Scottish and Northern Ireland Joint Industry Board for the Plumbing Industry” hereinafter referred to as the JIB.

OBJECTS

2. The objects of the JIB are to establish a system of labour control within the Industry whereby the JIB regulate the relations between employers and employees engaged in the Industry, lay down the rates of wages and conditions of employment to be applied and observed by both employers and employees in the Industry and provide or arrange to provide such schemes of benefits for persons in the Industry as the JIB may think fit and generally further the progress of the Industry for the mutual advantage of the employers and employees in the Industry and in the public interest.

3. In furtherance of these objects but without prejudice to their generality the JIB shall:
- (a) Regulate the relations between employers and employees engaged in the Industry to such extent and in such manner as the JIB shall deem necessary and desirable so that the full range of plumbers work in Scotland and Northern Ireland as may be defined by the JIB is carried out only by employer participants and employee participants registered under the JIB and in accordance with its scheme of grading of labour and such other schemes and conditions as the JIB shall consider appropriate.
 - (b) Regulate and control the conditions of employment to be applied and observed by both employers and employees in the Industry.
 - (c) Regulate and control the grading of employees within the Industry and determine rates of wages to be applied and observed by both employers and employees in the Industry.
 - (d) Regulate and control the wages and conditions of employment of apprentices within the Industry.
 - (e) Regulate and control the flow of employment within the Industry and the level of overtime work within the Industry.
 - (f) Promote and encourage the education and training of employees within the Industry at all levels with a view to improving the standards of skills and proficiency obtaining in the Industry.
 - (g) Introduce, promote and encourage improved methods and safe conditions of work within the Industry.
 - (h) Take all such steps as may be considered appropriate and desirable whereby the productivity of the Industry can be increased.

- (i) Make and impose such regulations and procedures as will prevent unauthorised and unofficial stoppages of work and provide a speedy means for dealing with disputes or differences arising out of the employment of labour within the Industry.
- (j) Provide, administer and manage or arrange for the provision of such schemes of benefits for persons in the Industry as may be considered appropriate and desirable and in particular holidays with pay and sick pay and pension schemes.
- (k) Promote and support any legislation which may be considered to be in the interest of employers and employees within the Industry and oppose any legislation which may be considered to be contrary to such interests.
- (l) Promote and maintain an interest in any company or organisation calculated to benefit the Industry and those engaged in it.
- (m) Promote, administer and contribute to any charitable, benevolent or educational fund, institution or undertaking which may be considered to be of benefit to the Industry or those employed in it.
- (n) Take all such other steps as may be considered to be conducive to an increase in the profitability of the Industry and in the welfare of its employers and employees.
- (o) Collect and circulate information relating to the Industry and print, publish and circulate such papers and circulars and other literature as may appear necessary and desirable.
- (p) Do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

MEMBERSHIP

4. The membership of the JIB shall consist of the Scottish and Northern Ireland Plumbing Employers' Federation (SNIPEF) and Unite the Union.
5. There shall be the following other two classes of members:
 - (a) Employer participants
 - (b) Employee participants
6. All applicants to be an employer participant or an employee participant should be made on the prescribed form and in the prescribed manner as may be laid down from time to time by the JIB.
7. The JIB may prescribe from time to time such entrance fees as it may think fit to be payable by persons or classes of persons who desire to become employer or employee participants and also such annual subscriptions as it may think fit to be payable by persons or classes of persons who are employer or employee participants.
8. The JIB shall maintain a register of the names and addresses of all employer participants and all employee participants.

RIGHTS AND OBLIGATIONS OF MEMBERS

9. Each employer and employee participant shall have the right to participate in all provisions and schemes of the JIB covering relations between employers and employees in the Industry.
10. Every employer and employee participant shall be and remain bound by and shall at all times observe and comply with these rules and the provisions and schemes of the JIB referred to in 9 above.
11. In particular every employer and employee participant shall be and remain bound:
 - (a) To accept, observe and comply with decisions, regulations, agreements and the Working Rules of the Industry made by or with the authority of the JIB which regulate, control or otherwise relate to wages and benefits, including holidays with pay, sick pay and injury benefits, pensions and conditions of employment within the Industry.
 - (b) In the case of any kind of dispute or difference arising from the employment of labour within the Industry, to notify the JIB and to accept and comply with the industrial relations procedures laid down by the JIB for settling such dispute or difference and subject to any right of appeal, to accept and comply with any decision made or given in accordance with such procedure.
12. Each employer and employee participant shall furnish to the JIB such information concerning his activities as may in the opinion of the JIB be necessary to it to carry out its functions.

CESSATION OF MEMBERSHIP

13. The Membership of an employer participant shall cease if such participant:
 - (a) Ceases to be an employer employing plumbing labour.
 - (b) Is in default with the payment of any subscription properly payable by him to the JIB.
 - (c) Is removed from Membership in accordance with clause 17.
14. The Membership of an employee participant shall cease if such participant:
 - (a) Ceases to be an employee engaged as a plumbing operative, domestic heating fitter, gas service operative or such other JIB approved graded employees.
 - (b) Is in default of the payment of any subscription properly payable by him to the JIB.
 - (c) Is removed from Membership in accordance with clause 17.
15. An employer or employee participant may resign his Membership by giving not less than three months' notice in writing to that effect to the JIB and his Membership shall forthwith cease upon the expiry of such notice.
16. In the event of a person ceasing to be either an employer or an employee participant, such person shall cease to have an interest in or claim upon the JIB or any of its funds, except to such extent as may be otherwise resolved by the JIB.

PENALTIES

17. In the event of an employer or an employee participant ruled by the JIB to be behaving in any manner contrary to this Constitution or any Rules, Regulations or Schemes thereunder, or behaving in any manner prejudicial to the interests of the JIB, he shall be liable at the discretion of the JIB to the following penalties:
 - (a) Censure.
 - (b) Suspension on such terms and for such period as the JIB may decide in the circumstances.
 - (c) Expulsion from Membership from the JIB.
 - (d) Industrial action including withdrawal of labour in the case of an employer participant and down grading in the case of an employee participant.
 - (e) The JIB reserves the right to impose such further penalty as it may deem appropriate.

COMPOSITION AND POWERS OF BOARD

18. The Board shall consist of 12 members (or such other number as may be determined from time to time by the Constituent Members), one half of whom shall be appointed by the Scottish and Northern Ireland Plumbing Employers' Federation (SNIPEF) and one half by Unite the Union.
19. The members of the Board shall be appointed as necessary by the permanent constituent members and shall continue as members of the Board for as long as the appointing Bodies so desire. A permanent constituent member may appoint a new or substitute member to fill a vacancy on the JIB at any time.
20. The Board shall elect from among its members a Chairman and Vice-Chairman who shall serve for such time as the Board shall decide.
21. The Board shall be responsible for the management of the business and the funds in accordance with this Constitution and may delegate all or any of its powers and duties to a Committee or Committees but it shall be necessary for decisions to be ratified by the permanent constituent members where such decisions are other than on matters of administration or concerned with the application of decisions already so ratified.
22. The Board shall meet from time to time as required.
23. Voting at meetings of the Board shall be by show of hands. No resolution shall be regarded as carried unless it has been approved by a majority of the members present representing each of the permanent constituent members.

24. The quorum shall be 3 representatives from the Employers and Union present representing the Employers and the Union.
25. Notice of all meetings of the Board shall, if possible, be given not less than 7 clear days before each meeting to all members entitled to attend.

COMMITTEES

26. The Board shall appoint from among its members such Committees as it may consider necessary for carrying on its business under the control of the Board and may delegate to such Committees such powers as the Board may deem expedient and proper provided such powers are within the powers of the Board as laid down in this Constitution.
27. The Board shall have power to appoint to any Committee such other independent person or persons as the Board may deem desirable and such a person may be appointed by the Board as the independent Chairman of the Committee in which event he shall have an additional or casting vote.
28. Such independent person or persons shall be paid for their services such fees as the Board shall from time to time determine.

ADMINISTRATION

29. The Scottish and Northern Ireland Plumbing Employers' Federation (SNIPEF) shall provide the administrative and secretarial services for the Board whose office shall be located at the offices of SNIPEF, 2 Walker Street, Edinburgh. A regional office may be set up at any time at the discretion of the Board.
30. The Director & Secretary of SNIPEF shall be the Director & Secretary of the Board and shall be responsible for carrying out the policy and decisions of the Board and for the operation of the administrative and secretarial services.

FINANCE

31. The Board shall have power to levy such entrance fees and annual subscriptions as are provided for in clause 7 of this Constitution.
32. The permanent constituent members of the Board shall provide or arrange to have provided to the Board from time to time contributions as may be considered necessary and appropriate.
33. The JIB shall reimburse members of the Board and of any Committee thereof all reasonable expenses incurred when engaged on the business of the JIB.
34. The financial year of the JIB shall commence on 1st January each year and end on 31st December following.
35. The Accounts of the JIB which shall have been duly audited shall be submitted to the Annual General Meeting of the Board which shall be held in accordance and to comply with the statutory requirements for the submission of company accounts.

BYELAWS

36. The JIB shall have power at any time to make byelaws and rescind or alter any byelaws so made and for the time being in force.
37. Such byelaws shall not be inconsistent with the express provisions of this Constitution but subject as the aforesaid byelaws may regulate in any manner whatsoever by any part or aspect whatsoever of the affairs of the JIB or any matter relating to or concerning the JIB in any way.

DISSOLUTION OF THE JOINT INDUSTRY BOARD

38. The JIB may, by a resolution passed by a majority of three-quarters of the votes cast thereon at a meeting of the JIB, of which fourteen clear days' notice in writing setting forth the proposed resolution has been given to every member of the JIB, resolve that the JIB be dissolved. In the event of such a resolution being passed the JIB shall be dissolved at the expiration of six months after the passing of the same.
39. In the event of a dissolution of the JIB any surplus assets belonging to the JIB, and remaining after the payment and discharge of all lawful debts and liabilities of the JIB and of the costs and expenses of such dissolution, shall be transferred to a body or association, agreed upon in that behalf between the Parties and having objects similar in whole or in part to those of the JIB, or (failing any such agreement) shall be divided equally between the Parties.

SCHEME OF GRADING DEFINITIONS AND CONDITIONS

GRADING DEFINITIONS - PLUMBING OPERATIVES

(a) PLUMBER

- i. must have been a registered apprentice for at least four years (or have been an adult apprentice for 3 years prior to 1st January 2008).
- ii. must have obtained one of the following:
 - the Modern Apprenticeship in Plumbing (which includes foundation modules), the SVQ Level 3 in MES Plumbing and ACS Gas Courses, or
 - the required number of modules of the SCOTVEC/JIB National Certificate in Plumbing at Stage 1 and Stage 2, or
 - the City and Guilds of London Institute Craft Certificate in Plumbing, or
 - such other qualifications as laid down from time to time by the JIBand
have carried out satisfactorily the related work experience.
- iii. must be able to carry out all plumbing installation and maintenance work to the standard and at the speed to be reasonably expected from a journeyman plumber with the minimum of supervision.

(b) ADVANCED PLUMBER

- i. must have been a registered apprentice for at least four years (or have been an adult apprentice for 3 years prior to 1st January 2008).
- ii. must have had at least two years experience working as a Plumber.
- iii. must have obtained one of the following:
 - the Modern Apprenticeship in Plumbing (which includes foundation modules), the SVQ Level 3 in MES Plumbing and ACS Gas Courses, or
 - the Craft Certificate in Plumbing and any two of the three welding certificates in the Advanced Craft Certificate (Construction Services Welding), or
 - the required number of modules of the SCOTVEC/JIB National Certificate in Advanced Plumbing at Stage 3, or
 - the City and Guilds of London Institute Advanced Craft Certificate in Plumbing, or
 - such other qualifications as laid down from time to time by the JIB

and

have carried out satisfactorily the related work experience.
- iv. must possess particular practical and productive skills and be able to work without supervision in the most efficient and economical manner and must be able to set out jobs from drawings and specifications and requisition the necessary installation materials and/or have technical and supervisory knowledge and skill beyond that expected of a Plumber.

- v. may not have obtained the qualifications or modules specified in (iii) but has had at least 5 years experience working as a Plumber and is deemed competent in accordance with this section (b), in which event he may be granted this grade by the JIB.

(c) TECHNICIAN

- i. must have been a registered apprentice for at least four years (or have been an adult apprentice for 3 years prior to 1st January 2008).
- ii. must have obtained one of the following:
 - the Modern Apprenticeship in Plumbing (which includes foundation modules), the SVQ Level 3 in MES Plumbing and ACS Gas elements, or
 - the required number of modules of the SCOTVEC/JIB National Certificate in Technician Plumbing at Stage 4, or
 - the Plumbing Technician's Course Certificate, or
 - the Scottish Technical Education Council Certificate in Building Services (Plumbing), or
 - the Technician Education Council Certificate in Building Services (Plumbing), or
 - the City and Guilds of London Institute Plumbing Design and Quantities Course Certificate, or
 - such other qualifications as laid down from time to time by the JIB

and

have carried out satisfactorily the related work experience.

- iii. must have exceptional technical skill, ability and experience beyond that expected of an Advanced Plumber and be able to lay out and prepare contract work in accordance with the Building Regulations and Water Byelaws, take of quantities and measure work, assess labour requirements and control and supervise all manner of plumbing installations in the most economic and effective way and achieve a high level of productivity
and, either
- iv. must have had at least five years experience as an Advanced Plumber with a minimum of three years in a supervisory capacity in charge of plumbing installations of such a complexity and size as to require wide technical experience and organisational ability
or
may not have the full experience as required in (iv), but is otherwise deemed competent in accordance with (i), (ii) and (iii) and his present employer wishes to have him graded as a Technician, in which event he may be granted this grade by the JIB.

GRADING DEFINITIONS – DOMESTIC HEATING FITTERS

(a) FITTER

- i. must have been an apprentice for at least four years (or have been an adult apprentice for 3 years prior to 1st January 2008).
- ii. must have obtained:
- the City and Guilds of London Institute Craft Certificate (Heating and Ventilating Fittings) and (Domestic Heating), or
 - such other qualifications as laid down from time to time by the JIB
- and
have carried out satisfactorily the related work experience.
- iii. must be able to carry out all domestic heating installations and maintenance work to the standard and speed to be reasonably expected from a Fitter with the minimum of supervision.

(b) ADVANCED FITTER

- i. must have been a registered apprentice for at least four years (or have been an adult apprentice for 3 years prior to 1st January 2008).
- ii. must have had at least two years experience working as a Fitter.
- iii. must have obtained one of the following:
 - the City and Guilds of London Institute Advanced Craft Certificate (Heating and Ventilating Fitting), or
 - the Craft Certificate and any two of the three welding certificates in the Advanced Craft Course Certificate (Construction Services Welding), or
 - such other qualifications as laid down from time to time by the JIB

and

have carried out satisfactorily the related work experience.

- iv. must possess particular practical and productive skills and be able to work without supervision in the most efficient and economical manner and must be able to set out jobs from drawings and specifications and requisition the necessary installation materials and/or have technical and supervisory knowledge and skill beyond that expected of a Fitter.
- v. may not have obtained the technical certificates specified in (iii) but has had at least 5 years experience working as a Fitter and is otherwise qualified in accordance with this Section (b), in which event he may at the discretion of the JIB be granted this grade.

GRADING DEFINITIONS – GAS SERVICE OPERATIVES**(a) GAS SERVICE FITTER**

- i. must have been a registered apprentice for at least four years (or have been an adult apprentice for 3 years prior to 1st January 2008).
- ii. must have obtained:
 - the City and Guilds of London Institute 5981 Certificate in Gas Installation Studies, or
 - Such other qualifications as laid down from time to time by the JIB

and

have carried out satisfactorily the related work experience.
- iii. must be able to carry out all domestic gas installation, service and maintenance work to the standard and speed to be reasonably expected from a Gas Service Fitter with the minimum of supervision.

(b) GAS SERVICE ENGINEER

- i. must have been a registered apprentice for at least four years (or have been an adult apprentice for 3 years prior to 1st January 2008).
- ii. must have had at least two years experience working as a Gas Service Fitter
- iii. must have obtained:
 - the City and Guilds of London Institute 5981 Certificate in Gas Installation Studies and the 5982 Certificate in Gas Equipment Fault Diagnosis and Rectification, or
 - such other qualifications as laid down from time to time by the JIB

and

have carried out satisfactorily the related work experience.
- iv. must possess particular practical and productive skills and be able to work without supervision in the most efficient and economical manner and must be able to set out jobs from drawings and specifications and requisition the necessary installation materials and/or have technical and supervisory knowledge and skill beyond that expected of a Gas Service Fitter.
- v. may not have obtained the City and Guilds of London Institute 5982 Certificate specified in (iii) but has had at least 5 years experience working as a Gas Service Fitter and is otherwise qualified in accordance with this section (b) in which event he may at the discretion of the JIB be granted this grade.

(c) GAS SERVICE TECHNICIAN

- i. must have been a registered apprentice for at least four years (or have been an adult apprentice for 3 years prior to 1st January 2008).
 - ii. must have had at least two years experience working as a Gas Service Fitter.
 - iii. must have obtained:
 - the SCOTVEC Gas Servicing Technicians Course, or
 - such other qualifications as laid down from time to time by the JIB

and

have carried out satisfactorily the related work experience.
 - iv. must have exceptional technical skill, ability and experience beyond that expected of a Gas Service Engineer and be able to lay out and prepare contract work in accordance with the Building Regulations and Gas Regulations take off quantities and measure work, assess labour requirements and control and supervise all manner of gas installations in the most economic and effective way and achieve a high level of productivity
- and, either**
- v. must have had at least five years experience as a Gas Service Engineer with a minimum of three years in a supervisory capacity in charge of gas installations of such a complexity and size as to require wide technical experience and organisational ability.
- or**
- may not have the full experience as required in (v) but is otherwise deemed competent in accordance with (i), (ii) and (iii) and his present employer wishes to have him graded as a Technician in which event he may at the discretion of the JIB be granted this grade.

GRADING EXCEPTIONS

The JIB is permitted to consider exceptions from Grading requirements in exceptional cases.

CONDITIONS OF GRADING

Each employer will, as a condition of having his operatives graded/registered by the JIB, be required to sign an undertaking:

- (a) to accept the jurisdiction of the JIB and its industrial relations and grading procedures.
- (b) to employ only craftsmen graded by the JIB.
- (c) to pay only the rates of wages and apply only the conditions of employment laid down by the JIB, and not to pay any other rates or bonuses, nor operate bonus schemes other than those approved by the JIB, nor pay for overtime which is not actually worked, nor employ operatives on a labour-only sub-contracting basis other than in accordance with the Code of Good Practice: as contained in Working Rule 26, Temporary Use of Self-Employed Labour.
- (d) to operate for all operatives and registered apprentices the Holidays with Pay, Sick Pay and Industry Pension Schemes laid down by the JIB.
- (e) to undertake, if eligible, to be a member of SNIPEF if not already a member.

The firm will then be registered as an Employer participant under the JIB. An Employer not eligible for membership of SNIPEF such as a local authority, hospital board or a firm of manufacturers with its own directly employed plumbers, domestic heating fitters or gas service fitters shall be registered as an affiliated employer participant of the JIB on payment to the JIB of such annual fee as the JIB shall lay down.

Each operative will as a condition of being graded be required:

- (a) to accept the jurisdiction of the JIB and its industrial relations and grading procedures.
- (b) to work only for the rates of wages and under the conditions of employment laid down by the JIB and not for any other rates or under any other system of payment such as a bonus scheme not approved by the JIB or the "grip" system or on a labour-only sub-contracting basis other than in accordance with the Code of Good Practice: as contained in Working Rule 26, Temporary Use of Self-Employed Labour.
- (c) not to work on his own account.
- (d) to undertake to be a member of Unite the Union, if not already a member.

The following further conditions will apply:

- (a) an operative leaving the employment of a firm registered under the JIB shall carry his grading with him to a new employer registered under the JIB and be paid accordingly. This is an important principle of the grading system and is acknowledged by both sides of the Industry as such but if a Technician has difficulty in finding employment at his grade, which should only occur in the exceptional case, he may apply to the JIB to have his grade altered to a lower grade.
- (b) when engaging an operative it shall be obligatory on the employer in the interests of both parties to require the operative to produce a JIB grade card, to ascertain from him the name of his previous employer, and if necessary check with the JIB so that the operative is paid the rate applicable to his grade. If an operative does not have a grade card the firm should take immediate steps to have him graded with the JIB and in the meantime employ him at the rate applicable to a Plumber, Domestic Heating Fitter or Gas Service Fitter.
- (c) an operative who carries out work on his own account whilst in employment shall be subject to a penalty as determined by the JIB in accordance with the requirements of the Working Rules.

GRADING – RIGHT OF APPEAL/APEALS PROCEDURE

The holder of a valid JIB grade/registration card has the right of appeal to the JIB either against his grading or in respect of his wish to be regraded. An operative who wishes to appeal against his grade must comply with the undernoted 2-stage procedure.

Stage 1

Where an operative is dissatisfied with his grade or wishes regraded and the employer has declined to support his grading or upgrading he must first appeal to the employer to reconsider his decision. The employer must reconsider the operative's grade. Where the employer is unable to support the operative's request for grading or upgrading the employer must give the operative the reasons for not supporting the grading or upgrading. Where the employer after reconsidering the matter is able to support the operative's request for grading or upgrading the employer must then immediately apply to the JIB to have the operative graded at the appropriate grade.

Stage 2

Where the matter cannot be resolved under Stage 1 of the appeals procedure the operative may apply in writing to the "Grading Committee" of the JIB. A standard application form is available from the JIB for this purpose. Operatives must fully complete the Standard Appeals Application Form giving as much background information as possible so that the Grading Committee has all the necessary relevant information to consider the appeal and come to a decision. Operatives may wish to seek the assistance of their Unite the Union official or other similar agent in the preparation of their appeal to the Grading Committee.

The JIB on receipt of an appeal for grading from an operative under the appeals procedure will issue to the operative's employer a standard reply form for completion and return to the JIB. This will form the basis of the employer's submission and the completed form should be accompanied by any appropriate supporting documentation.

Grading Committee

The Grading Committee will meet from time to time as required to consider appeals from operatives for grading under the appeals procedure outlined above. The Grading Committee will comprise both Employer and Union JIB members. The Committee will only consider written representations and the decision of the Committee is final. The decision of the Committee will be intimated to the employer and operative in writing.

RESPONSIBILITY MONEY FOR ADVANCED PLUMBERS, ADVANCED DOMESTIC HEATING FITTERS AND GAS SERVICE ENGINEERS

Advanced Plumbers, Advanced Domestic Heating Fitters and Gas Service Engineers while undertaking the supervision of other journeymen shall be paid "Responsibility" money as laid down from time to time by the JIB for the period during which they are required to carry out this function.

ANNUAL AND PUBLIC HOLIDAYS WITH PAY SCHEME

1. OBJECT

The title of the Scheme will be the Annual and Public Holidays with Pay Scheme (hereinafter referred to as The 'Scheme'). The object of the Scheme is to secure for operatives and apprentices 29 days of holiday (or such other amount as determined by the JIB) with pay and not a means whereby an employee can receive double pay for work if he does not take the prescribed holidays.

2. EMPLOYEES COVERED BY THE SCHEME

The Scheme shall apply to all operatives and apprentices in the Plumbing Industry in Scotland and Northern Ireland covered by the Working Rules of the JIB. The scheme shall be managed by Plutos Holidays (1972) Ltd (hereinafter referred to as the Management Company).

3. AMOUNTS TO BE CREDITED - ACCOUNTING PERIODS

Each employee covered by The Scheme shall be credited by the employer first employing him in each calendar week with a sum (known as a holiday credit) the value of which shall be fixed from time to time by the JIB provided the employee works the full normal working hours on at least four days of the calendar week except where failure to do so is due to genuine illness in respect of which he produces a medical certificate to the effect that he is incapacitated from work or is due to unavoidable domestic circumstances such as bereavement or is due to the employment of the employee being terminated by the employer for reasons other than industrial misconduct.

The periods during which Holiday Credits fall to be made to employees under this Agreement shall be termed "Accounting Periods" and shall be the period of 52 weeks commencing on the third Monday in May each year or as near thereto as possible or such other period as determined by the JIB.

4. NOTIFICATION OF NEW STARTS/LEAVERS

Each employer operating The Scheme shall, immediately notify the Management Company of all new starts and leavers eligible to be covered by The Scheme by completing an Adjustment/Change of Employee Details Form.

5. STATEMENT OF HOLIDAY CREDITS DUE

The making of holiday credits as provided for in this Agreement shall be met by the employer purchasing a credit from the Management Company in accordance with the 4 weekly statement issued by the Management Company which shall detail the names of the employees included on the statement and the value of the holiday credit held for each employee listed. The employer is required to check that the information detailed on the statement is correct, and if not, amend accordingly and return an Adjustment/Change of Grade Details form stating the required changes to be made. Additionally the employee shall attach to the pink statement copy the appropriate company cheque made payable to Plutos Holidays (1972) Ltd for the total value of credits due and post to The Scheme. The white statement copy shall be retained for the firm's own record keeping purposes.

6. PAYMENT OF HOLIDAY CREDITS

The sum to be paid to an employee shall be the equivalent of the total amount of holiday credits held by the Management Company for an employee less the appropriate administration charge which should be paid to the current employer or direct to the employee should the said employee no longer have a current employer. The payment due shall be made to the employee by the employer in whose employment he is at the date of the holiday. Payment shall be made by the employer to the employee on the last customary pay-day prior to the commencement of the holiday.

In the event of the employer failing to fulfil this obligation it shall be open to the employee to make application to the Management Company for payment at the time, in the manner and under the conditions laid down in the immediately succeeding paragraph of this clause.

At any time after the pay day in which payment of holiday credits would normally have been made and the 31st March following it shall be open to any employee unemployed or incapacitated or employed in other than the Plumbing Industry at the time of such holiday to make application to the Management Company for payment of his holiday credits (less administration charges) in respect of that holiday. Each such application must be accompanied by evidence satisfactory to the Management Company.

7. EMPLOYEE ACCOUNT

Holiday credits purchased by an employer will be held by The Scheme in an employee account to be repaid to the employee via his employer at the time of a holiday or direct to the employee where he does not have a current employer at the time of a holiday.

8. PAYMENT OF HOLIDAY CREDITS TO EMPLOYEES NO LONGER IN EMPLOYMENT

A sum equivalent to the total amount of holiday credits purchased on behalf of and not paid to an employee during any relevant Accounting Period less the appropriate administration charge for that period shall be paid to an employee. Application must be accompanied by evidence satisfactory to The Scheme.

9. REIMBURSEMENT TO EMPLOYERS OF HOLIDAY CREDITS PAID BY THEM

The full value of the holiday credit (less Administration Charge) shall be paid to the employer by the Management Company.

The reimbursement of holiday credits due to operatives and apprentices for the fixed plumbing holidays will be paid automatically without the need for firms to request reimbursement. The repayment of holiday credits will be paid by BACS into the current employer's bank account on the pre-determined dates of the contribution year. Where an individual is not in current employment at the time of a 'payout period' then The Scheme will pay the credits due direct to the employee, to his bank account or by cheque if The Scheme does not hold an individual operative's bank details. It shall be the responsibility of the employer to ensure that The Scheme holds current bank details for the employer and their employees.

Reimbursement shall be made by the Management Company to the employer of all holiday credits properly paid by him in accordance with the terms of this Agreement on receipt of his application.

10. NO CARRYING FORWARD OF HOLIDAYS OR OF HOLIDAY CREDITS FROM ONE YEAR TO ANOTHER

Holidays cannot be carried forward from one holiday period to the next and no employee shall in any circumstances be eligible to receive in any holiday period payment of holiday credits except those made on his behalf during the relevant Accounting Period.

11. PAYMENT OF HOLIDAY CREDITS TO LEGAL REPRESENTATIVES OF DECEASED EMPLOYEE

A sum equivalent to the total amount of holiday credits made to an employee during any relevant Accounting Period less the appropriate administration charge for that period shall in the event of the employee's death be paid to his legal representative by the Management Company upon proof of death.

12. ABSENCE FROM WORK DUE TO SICKNESS, ACCIDENT OR OTHER CAUSES

Each employee shall be entitled to a holiday credit for each calendar week during which he is wholly absent from work due to sickness or accident certified to the satisfaction of the employer up to a maximum of eight weeks in any contribution year.

The liability of the employer under this clause to purchase a holiday credit when an employee is absent from work due to sickness or accident shall be borne by The Scheme in respect of each full week of absence in accordance with this clause.

An employee shall not be entitled to a credit in respect of any week during which he is wholly absent from work due to an accident arising out of industrial or civil misconduct on his part.

Except for the foregoing provisions the making of a holiday credit to an employee in respect of any particular calendar week is dependant upon the employee being at work for at least a part of that calendar week.

13. LIMITATION OF CLAIMS

No claims for reimbursement by either an employer or an employee in respect of any holiday credit shall be valid after the expiration of one year from the date of the holiday to which the credit relates.

14. DEFINITION AND LENGTH OF HOLIDAYS

Each employee covered by The Scheme shall be granted holidays as laid down by the JIB.

15. EMPLOYEES NOT TAKING A HOLIDAY

An employee who is unable to take a holiday at the normal holiday period either because of accident or sickness, or because by arrangement with the employer he is working during that period, shall be granted his holiday by the employer as soon thereafter as mutually agreed.

16. ADMINISTRATION AND INTERPRETATION OF SCHEME

Responsibility for administration and interpretation of The Scheme and for settlement of all questions arising out of The Scheme shall be vested in the Management Company.

All disputes arising out of this Agreement shall be dealt with in accordance with the procedure laid down by the JIB in the Working Rules.

17. EXPENSES OF ADMINISTRATION

The administration charges under this Scheme shall be paid into a general fund and the expenses of administration shall be borne out of the said fund.

18. VARIATION OR AMENDMENT OF SCHEME

The Scheme may be varied or amended at any time by agreement of the JIB.

19. TERMINATION OF SCHEME

The operation of The Scheme may be terminated at any time by agreement of the JIB.

Either side of the JIB may terminate the operation of The Scheme as at the end of the Accounting Period in any year by giving at least six months notice of termination in writing.

In the event of termination of the operation of The Scheme both sides of the JIB and the Management Company shall continue to operate The Scheme for as long as may be necessary to work off the rights acquired by employees in respect of holiday credits made to them before the date upon which the operation of The Scheme is terminated.

INDUSTRY SICK PAY SCHEME

1. OBJECT

The title of The Scheme will be the “Industry Sick Pay Scheme” and the object of this Sick Pay Scheme (hereinafter referred to as “The Scheme”) is to enable Employers who are operating The Scheme and all grades of their employees to receive payment of sick pay during absence from work due to sickness or accident in addition to any Statutory Sick Pay (SSP) to which an employee may be entitled.

2. EMPLOYERS COVERED BY THE SCHEME

The Scheme shall apply to all firms in the Plumbing Industry in Scotland and Northern Ireland.

3. EMPLOYEES COVERED BY THE SCHEME

The Scheme shall apply to all Operatives and Apprentices employed in the Plumbing Industry in Scotland and Northern Ireland.

4. SICK PAY CONTRIBUTION

The Sick Pay Contribution shall be at a rate per employee which shall be fixed by The Scheme and shall be wholly payable by the Employer first employing him in each calendar week provided the employee works the full normal working hours on at least four days of the calendar week except where failure to do so:

- is due to genuine illness in respect of which the employee produces a self or medical certificate to the effect that he is incapacitated from work, or
- is due to unavoidable domestic circumstances such as bereavement, or

- is due to the employment of the employee being terminated by the employer for reasons other than industrial misconduct.

The Sick Pay Contribution shall be payable in respect of all employees.

5. METHOD OF COLLECTION

Sick Pay Contributions will be collected through the Annual and Public Holidays with Pay Scheme.

The amount of the credit to be purchased weekly under The Scheme shall be increased by the amount of the Sick Pay Contribution.

The employer shall purchase a holiday credit of the increased value including the sick pay contribution as laid down in the Annual and Public Holidays with Pay Agreement. Credits must be purchased for each week by the employer first employing the employee in each calendar week and for each calendar week during which he is wholly absent from work due to sickness or accident. Absence must be certified to the satisfaction of the employer up to a maximum of eight weeks of total absence, including both full and part weeks in each year, ending with the last week in respect of which a credit is due to be purchased.

The liability of the employer under this clause to purchase a holiday credit when an employee is absent from work due to sickness or accident shall be borne by The Scheme in respect of each such full week of absence in accordance with this clause.

6. SICK PAY FUND

The Sick Pay Contributions shall be paid into a central fund out of which sick pay will be paid as provided for in these Regulations.

7. CONTRIBUTION YEAR

The Contribution Year during which contributions fall to be made under The Scheme shall be the same as the Accounting Period under the Annual and Public Holidays with Pay Scheme and shall be the period of 52 weeks commencing on the third Monday in May each year or as near thereto as possible or such other period as determined by the JIB.

8. SICK PAY YEAR

The Sick Pay Year during which sick pay falls to be paid as provided for in these Regulations shall be the period of 52 weeks commencing on the third Monday in May each year or as near thereto as possible or such other period as determined by the JIB.

9. TERMS AND CONDITIONS FOR SICK PAY

The terms and conditions for payment of Sick Pay during a Sick Pay Year shall be as follows:

- An employee must be in the employment of a firm operating The Scheme during the absence from work through sickness or accident in respect of which Sick Pay is claimed.
- Industry Sick Pay will not be payable for the first 3 waiting or qualifying days.
- The qualifying days for Industry Sick Pay are Monday to Friday each week.

- (d) 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).
- (e) 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).
- (f) The maximum entitlement to Industry Sick Pay in any one period of incapacity for work is 28 weeks (140 days) (28 times the appropriate weekly operative/apprentice rate of sick pay).
- (g) An operative/apprentice does not qualify for Industry Sick Pay unless he has a minimum of 26 weeks credits purchased on his 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.
- (h) An apprentice during the period from the commencement of training up to the time he would otherwise qualify for sick pay shall be regarded as being in a full sick pay credit position provided he was employed by an employer operating The Scheme.

10. AMOUNT OF SICK PAY

The amounts of Sick Pay to be paid in respect of sickness and accident shall be fixed from time to time by the JIB.

11. CLAIMING AND PAYMENT OF SICK PAY

An employee shall submit to his employer and his employer shall send immediately to The Scheme, a claim form accompanied by a self or medical certificate at commencement of incapacity and further medical certificates weekly for as long as incapacity shall continue.

Payment of sick pay shall be made from the Sick Pay Fund to the employee weekly via his employer.

12. CIRCUMSTANCES IN WHICH SICK PAY IS NOT PAYABLE

The Scheme reserves the right to refuse Sick Pay in the following circumstances:

- (a) Undue delay by the employee in submitting medical certificates to his employer.
- (b) Chronic illness from which excessive and regular claims for sick pay have arisen.
- (c) Medical or other conditions considered by The Scheme to be either self inflicted or as a result of negligence.
- (d) Accident not arising out of or in the course of normal employment.
- (e) Strikes, riots, or civil disturbances or anything arising therefrom.
- (f) War, civil war and naval, military or airforce service or operations.

13. SICK PAY TO EMPLOYERS

Partners and directors of firms who operate The Scheme in respect of all plumbing employees in their employment to whom The Scheme applies shall be entitled at no extra cost to themselves to payment of such sick pay as shall be fixed by The Scheme.

14. MEDICAL REFEREE

If the incapacity continues for an unusually long period or if The Scheme is not satisfied with the circumstances surrounding any claim The Scheme shall have power to require the claimant to present himself for examination by a medical referee chosen by The Scheme to determine the entitlement of the claimant to sick pay.

15. ADMINISTRATION AND INTERPRETATION OF SCHEME

Responsibility for administration and interpretation of The Scheme and for settlement of all questions arising out of The Scheme shall be vested in The Scheme.

16. EXPENSES OF ADMINISTRATION

The expenses of administration of The Scheme shall be borne out of the Sick Pay Fund.

17. VARIATION OR AMENDMENT OF THE SCHEME

The Scheme may be varied or amended at any time by The Scheme but no alteration shall result in the main purpose of The Scheme ceasing to be the provision of sick pay or other benefits for employers operating The Scheme and their employees.

18. TERMINATION OF SCHEME

The operation of The Scheme may be terminated at any time by SNIPEF in which event the Scheme shall continue to operate for as long as may be necessary to exhaust the Sick Pay Fund in compliance with these Regulations.

NATIONAL WORKING RULES

Rule 1 - WORKING HOURS

The normal working week shall be 37^{1/2} 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 (hereinafter referred to as the JIB) will lay down the graded rates of wages for operatives and apprentices. The JIB 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 outwith 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 JIB threshold. 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 JIB approved training centre. The overtime rates applicable will be as follows:

Overtime Working	From 7th April 2003	From 2nd June 2008
Monday to Friday from normal stopping time until 10.30pm.	Operatives and apprentices must work 45 hours Monday to Friday before being eligible to overtime rates of time and half.	Operatives and apprentices must work 43 hours Monday to Friday before being eligible to overtime rates of time and half.
From 10.30pm until normal starting time.	Operatives and apprentices must work 45 hours Monday to Friday before being eligible to overtime rates of double time.	Operatives and apprentices must work 43 hours Monday to Friday before being eligible to overtime rates of double time.
Saturday	For all work in excess of the JIB threshold of 45 hours Monday to Saturday time and half.	For all hours worked time and half.
Sunday	For all hours worked time and half.	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 7.5 hours in any pay week (excluding Sunday to normal starting time on Monday) at ordinary rates of wages until he reaches the 45 hours threshold. An operative or apprentice will then be entitled to payment of an overtime premium in respect of any hours worked beyond 45 hours in the pay week.

Only Saturday hours worked beyond the required JIB threshold will attract an overtime premium. All Sunday hours will be paid at overtime rates.

From 2nd June 2008

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 5.5 hours in any pay week (excluding Saturday and Sunday to normal starting time on Monday) at ordinary rates of wages until he reaches the 43 hours threshold. An operative or apprentice will then be entitled to payment of an overtime premium in respect of any hours worked beyond 43 hours in the pay week. That is:

- When an operative or apprentice has worked the 43 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 43 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 JIB minimum threshold in any pay week before overtime rates are payable will be reduced by any hours of:

- (a) paid holiday.
- (b) absence with permission of the employer.
- (c) unavoidable absence due to genuine illness provided the operative produces a self or medical certificate stating he is incapacitated for work.
- (d) 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 JIB 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 4a - HOLIDAYS

The recognised holidays will be:

HOLIDAY	SCOTLAND Number of Days	NORTHERN IRELAND Number of Days
ST. PATRICK'S DAY	0	1
SPRING/EASTER	3 (Friday, Monday, Tuesday) or (5 days using 2 days from the 'Flexible' holidays)	5 (Week in which Easter Monday falls)
MAY	1 (First Monday in May)	1 (First Monday in May)
SUMMER	11 (10 days to be arranged individually by mutual agreement between the operative/apprentice and the employer of the firm, plus the preceding Friday)	10 (Last 2 weeks in July)
AUTUMN	2 (Friday/Monday)	0
HALLOWEEN	0	2

HOLIDAY	SCOTLAND Number of Days	NORTHERN IRELAND Number of Days
CHRISTMAS	2 (Christmas Day and Boxing Day or the first normal working days thereafter, should either day fall on other than a normal working day) OR (5 days during the week in which Christmas falls, using 3 days from the 'Flexible' holidays)	5 (Week in which Christmas Day falls or the week immediately following if a Saturday or Sunday)
NEW YEAR	5 (Week in which New Year's Day falls or the week immediately following if Saturday or Sunday)	5 (Week in which New Year's Day falls or the week immediately following if Saturday or Sunday)
FLEXIBLE	5 (Available in two parts of 2 and 3 days, to be arranged individually by mutual agreement between the employer and the operative/ apprentice. To be taken between the beginning of January and the end of August OR as 5 days additional Summer holiday, to make 16 days of holiday, again by mutual agreement)	0

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 day of holiday in lieu 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.

Rule 4b – CALCULATION OF PAID ANNUAL LEAVE

Statutory Holiday Pay

In accordance with Working Rule 4a, all plumbing operatives and apprentices are eligible to receive a total of 29 days of annual and public holiday each year. Regulation 13 of the Working Time Regulations 1998 states that every worker is entitled to receive a minimum of 24 days paid annual leave when a full time operative/apprentice or a proportion of 24 days for part-time workers. Holiday entitlement accrues from the day the worker commences employment. These days are termed “statutory days” of holiday. They are not the same as Bank, Public or contractual days of holiday. All workers are entitled to be paid a “week’s pay”, as defined by sections 221-224 of the Employment Rights Act 1996, in respect of each week of statutory holiday.

This means that, by law, 24 days out of each worker’s total contractual entitlement of 29 days of annual holiday must be paid in accordance with the Working Time Regulations 1998. All employers must comply with the requirements of The Working Time Regulations 1998 regardless of whether they operate the Plutos Holiday Credit Scheme.

This working rule requires that the holiday pay payable to all operatives and apprentices in respect of the total annual holiday entitlement of 29 days shall be the amount of pay due to them calculated in accordance with the Working Time Regulations 1998. All operatives and apprentices must be paid a “weeks pay”, as defined by the Employment Rights Act 1996 (sections 221-224) in respect of each week of statutory holiday. i.e. the amount deemed to be the “contractual pay entitlement” (as detailed below for information).

Statutory Top-up

Employers operating the Plutos Holiday Credit Scheme may therefore, depending on individual circumstances, be required to top-up the holiday pay due for **all 29 days of holiday**, as Plutos holiday credits are based on the promulgated rates of pay. Where employers pay hourly rates of pay which are in excess of the promulgated rates of pay, then such employers will have to calculate the statutory top-up at the time of each holiday based on the actual rates paid to operatives and apprentices.

The following examples show how to calculate holiday pay due to workers in a variety of circumstances. However this list is not exhaustive.

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
During first week of employment	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
After the first week of employment	One clear day of notice to expire at the end of normal working hours on a Friday	One clear day of notice to expire at the end of normal working hours on a Friday
After four weeks continuous employment	One week of notice to expire at the end of normal working hours on a Friday	One week of notice to expire at the end of normal working hours on a Friday
After two years and up to twelve years continuous employment	One week of notice for each full year of employment	One week of notice to expire at the end of normal working hours on a Friday
After twelve years or more continuous employment	Twelve weeks of notice (capped)	One week of 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 shiftwork that fall outside normal working hours (as prescribed in Working Rule 1) will be paid at a rate of time and one-fifth.

Overtime rates will be paid for all time worked in excess of five shifts in one pay week, provided the JIB threshold hours have been reached. All Sunday hours will attract an overtime premium (and from 2nd June 2008 all Saturday and Sunday hours will attract an overtime premium). These premia are in addition to the shift rate of time and one-fifth.

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 two uninterrupted rest periods each of not less than 24 hours, or one 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 daily travel limit 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 outwith 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

Mileage thereafter	Allowance
Under 5 miles	1/4 hour
5 miles to under 10 miles	1/2 hour
10 miles to under 15 miles	3/4 hour
15 miles to under 20 miles	1 hour

Thereafter for each 5 miles travelled or part thereof an additional 1/4 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

From 2nd June 2008

Operatives or apprentices who are requested by their employer to use their 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 JIB.

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

- That prior agreement regarding use of such vehicles be reached between the employer and the 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 JIB. 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 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 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, the employer will make every endeavour to provide employment for an operative 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 in his own trade, the operative will hold himself ready and willing to perform work in any building industry occupation of which he is capable, either in the shop or on the job or elsewhere within the employment of that employer.
- (d) An operative 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 will establish that they are available for work on each day.

2. Guaranteed Weekly Wage

An operative 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 is available for work during the normal working hours of the payweek as defined in Section 1 of this rule; and
- (b) where an operative is:
 - prevented by sickness or other cause beyond his control from being available for work throughout his normal working hours of each day of a payweek; or
 - is in the employer's employment for only part of the payweek; or
 - is absent on a holiday recognised under Working Rule 4(a) above;

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

3. Loss of Guarantee

Where an operative fails to make himself available for work during any part of his normal working hours on any day for any reason other than those stated in 2(b) above, then that operative will only be entitled to payment of his current, weekly, graded rate of wages for half the number of hours during which, although available, he 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 works is followed by a complete pay-week during which he is prevented from working, although available, then he will be paid his guaranteed weekly graded rates of wages for that pay-week, as defined in clause 2 above.

While the stoppage of work continues and the operative is similarly prevented from actually working, he may be required by the employer to register as available for work at the operatives local job centre. In such event the whole period of employment, including the period when the operative is registered as available for work, will be deemed to have been 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 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 lay-off temporary 20 or more employees at one establishment over a period of 90 days or less.

Operatives who are made redundant are entitled to statutory guaranteed payment of notice and may be entitled to a redundancy payment.

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 JIB. All firms wishing to offer such schemes must submit them in writing to the JIB 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 Foot print - small
1 Feather Splitter (bolster)	1 Pad Saw	1 Foot print - medium
Miscellaneous		Adjustable Spanner (large and small)
1 Spirit Level (2ft)	1 Rule or Tape	
1 File (flat or half round)	1 Trowel	
1 Pipe Cutters	1 Stanley Knife	
	1 Tool Bag/Box	

Specialist Tool List

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

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

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

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.

Tool Replacement Scheme

The JIB Tool Replacement Scheme is designed to give JIB graded operatives and apprentices a financial grant for the replacement of tools which are stolen. The Scheme is not an insurance scheme and the JIB 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 outwith 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 JIB grade/registration card and be in the employment of a JIB registered employer;
- ii. Claimants must have a minimum of 26 credits in 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 JIB list of tools contained in working rule 12 are covered by the scheme;
- v. The grant awarded by the JIB is not necessarily the replacement cost of an item claimed but an amount fixed by the JIB which may not be disclosed to claimants;
- vi. Claimants will bear an amount per claim as laid down from time to time by the JIB;
- vii. The JIB 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 JIB 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 as 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).
- (f) An operative/apprentice does not qualify for Industry Sick Pay unless he has a minimum of 26 weeks credits purchased on his 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

All employers shall operate and enrol all operatives under 65 years of age and apprentices in their employment in the Industry Pension Scheme (which includes the provision of death in service benefit) administered by Plumbing Pensions (UK) Ltd. except that the employer with the agreement of his employee may operate a scheme other than the Industry Pension Scheme provided the contributions and benefits are at least equal to those provided by the Industry Scheme.

This is subject to the legal right of the employee to have his own personal pension, stakeholder or be contracted into any supplementary state pension scheme.

Death in Service

In the case of death, no matter how caused, an employee employed under the JIB Working Rules for the Plumbing Industry, shall be entitled to be covered for a death in service benefit amounting to a lump sum equal to the higher of twice their pensionable earnings or twice their graded rate of wages at the date of death, based on a 52 week year.

Cover for death in service benefit shall be provided throughout the entire duration of the employee's employment, **subject to the following exceptions:**

Continuous Absence Through Sickness or Accident Exceeding 104 Weeks

Where the employee is absent from work through sickness or accident for a continuous period of 104 weeks or more, the employee's entitlement to this benefit shall cease immediately after 104 weeks, calculated from the date pension scheme contributions were last paid on the employee's behalf.

Employee's Option to Exercise Own Pension Rights

Where an employee exercises his legal right to have his own personal pension, Stakeholder Pension or be contracted into any state pension scheme, the employer shall not be liable to provide the employee with cover for the death in service benefit.

This exemption shall only apply if the employee has, by his own volition, chosen not to participate in the Plumbing Industry Pension Scheme AND has also provided the employer with a signed statement to this effect, acknowledging that he has forgone the right to the entitlement to the death in service benefit.

Rule 20 - WELDING ALLOWANCE

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

Operatives holding a valid JIB 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 JIB 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 JIB 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 JIB.

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 JIB, must operate all the Working Rules of the JIB in relation to plumbing operatives employed by them on nominated sites which are subject to 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 JIB 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 JIB will apply.

Rule 24 – 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.

If agreement cannot be reached on any matter, then the dispute must be referred to the JIB, 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.

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.

GRIEVANCE PROCEDURE

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 can not 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 JIB 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 and including advising the employee that he has the right of appeal within 5 days of the date of the decision being communicated to him. A copy of this written record must be supplied to the employee and his representative within 7 days of the date of hearing.

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.

JIB Panel

The employee or his representative shall submit written details of his grievance (or minutes of the meeting held at Stage 2) to the JIB which will convene a Panel comprising one employee member of the Board (Unite representative) and one employer representative of the Board (SNIPEF representative) and chaired by a representative of the JIB 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 (p85). 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 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

In line with the Employment Rights Act 1996, all employees are required to be given a written statement of particulars of employment (terms of the contract) with a copy of the JIB Working Rules which specifies the terms of employment including the disciplinary rules and procedures which apply to the employee.

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/line manager should carry out the 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. A confidential written record of the investigation and findings should be kept for reference and stored in a secure place.

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 third 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 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

Notify the employee in writing that he is invited to attend a meeting to discuss the allegation(s) made against him. Inform the employee what it is he is alleged to have done wrong. The letter should contain enough information for the employee:

- (a) to be able to understand both what it is he has done wrong, and
- (b) 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 JIB 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/line manager should explain the complaint against the employee, go through the evidence that has been gathered and put the allegation to the employee in order that the employee has an 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 has been substantiated and it is decided that disciplinary action is to be taken for the unsatisfactory performance or misconduct, the employer can provide either a verbal, written or in some cases 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;
- (c) the improvement/change required;
- (d) the reasonable time-scale for achieving an improvement/change;
- (e) a date when the situation will be reviewed; and
- (f) any support the employer will provide to assist the employee in meeting the required standard in complying with the meeting.

Additionally, the verbal or written warning should indicate that this forms part of the formal disciplinary procedure and failure to improve performance or modify behaviour as required is likely to lead to a final written warning and ultimately dismissal. The employee should be advised of the length of time the warning will remain on his personnel file for future review.

Employers must inform the employee that he has the right of appeal against a disciplinary decision up to 10 days from the date of decision.

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 must 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 JIB secretariat to assist in dealing with the appeal. The employer should contact the employee with the appeal arrangements as soon as possible and inform him of his statutory right to be accompanied at the appeal meeting.

Final Written Warning

Where there is a failure to improve performance or change behaviour 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 improve performance or change behaviour 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 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 an 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 re-occurrence of the 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 undernoted Code of Good Practice:

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

CODE OF GOOD PRACTICE

The objectives of the JIB are:

- (a) to establish a system of labour control within the Industry whereby the JIB 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 JIB 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 JIB 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 JIB.

The JIB recognises:

- (a) that firms may have short term needs for labour that might not be met by directly employed operatives;
and
- (b) that 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 JIB or such other amount as laid down by the JIB.
- (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 JIB.
- (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 JIB 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 SCHEME (ACS) GAS COURSE TRAINING AND ASSESSMENT

All employers shall meet the cost of ACS gas course training and assessment for all plumbing operatives who require to work on gas installations. In addition all operatives must complete the standard JIB Agreement in advance of ACS gas training or assessment (for a copy of The JIB Contract Agreement please log onto 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 JIB 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 JIB 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 set by the JIB.

No employer shall engage an apprentice who is already registered with another employer as an apprentice without the permission of the JIB 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 JIB Training Agreement (obtainable from the Registrar) which includes a Certificate of Registration of Apprenticeship in respect of each apprentice duly engaged and shall submit the form to the JIB. 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 JIB.

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 JIB 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 sections (6 and 7) below.
- (iii) Employers shall allow their apprentices during their period of apprenticeship such 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 JIB approved Training Centre, which may vary according to the local conditions, but in all cases provide training and instruction leading to an 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 JIB any apprentice who is consistently failing to produce the standard of work or educational progress reasonably expected of an apprentice at his stage of apprenticeship. The matter should not be responded to through non payment of wage increases. It shall be the duty of the JIB 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) Apprentices:

- (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 have the right of appeal to the Director & Secretary of the JIB. It shall be the duty of the JIB in consultation with representatives of the Local Association & 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 JIB or such other body as the JIB 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 JIB 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) (iv) 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 on site training and experience and attendance at a local College of Further Education or JIB 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 until 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 SUSPENSION

- (i) 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 JIB.

Dismissal

- (ii) 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 consult with the Industry Training Provider and Unite Regional Officer (if applicable) prior to any decision being made to dismiss. 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.

Right of Appeal

- (iii) 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 JIB on receipt of which the JIB 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 JIB Panel to consider the appeal and reach a decision.

Composition of Panel

- (iv) The Panel shall comprise one current employer member of the JIB, one union member of the JIB and an official of the JIB who shall act as Secretary to the Panel.

Format of Hearing

- (v) 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.

Decision

- (vi) 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.

Transfer

(vii) 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 JIB, 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 JIB/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 JIB/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 JIB Transfer Procedure

Apprentices who fail to follow the prescribed JIB 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 JIB will be disregarded by the JIB 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 JIB may refuse to issue a JIB 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 Annual and Public 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 JIB.

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 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.

A Senior Apprentice shall remain on the 4th year rate of wages for a registered modern plumbing apprentice until the completion of his 4th year of training.

A Modern Apprentice who fails in his 3rd year of training to achieve the SVQ Level 3 in MES Plumbing and ACS Gas Courses shall remain on the 3rd year rate of wages for a registered Modern Apprentice until such time as the SVQ Level 3 (MA) has been successfully achieved unless failure to do so is directly due to the employer preventing the apprentice from attending College or through the fault of the local College or JIB approved Training Centre.

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 JIB.

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 JIB approved training Centre.

10. NUMBER OF APPRENTICES

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

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 referred to the Director & Secretary of the JIB 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 JIB.

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 JIB 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/termination 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 JIB 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 JIB.



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