

# **Good Practice Guide for Employers**

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## **1. Introduction**

- 1.1. This guide has been introduced by JTL to be read in conjunction with the Employer Agreement (JTL303 Rev9 06/06) and Handbook (JTL307 Rev9 06/06). It is intended to be a useful source of reference to employers for good practice in terms of employment law in regard to the apprentices they employ. As such, it draws upon the contractual requirements of the Learning and Skills Council (LSC)/the Welsh Assembly Government (WAG) funding agreements and the industry agreements reached within the Joint Industry Board for the Electrical Contracting Industry (JIBECI) and the Joint Industry Board for Plumbing Mechanical Engineering Services in England and Wales (JIBPMES). While the JIB agreements are not enforceable upon employers who are not members of JIB(s), the Board of JTL endorses the recommendations contained within this Guide to all employers of JTL-managed apprentices. Employers may also find the JIBECI handbook a useful source of reference.
  - 1.2. It should be noted that all JTL staff, including Training Officers, are not allowed to give advice on any aspects of employment law or industrial relations. Employers are recommended to discuss with and seek assistance on any such issues they have in this regard from the relevant JIB.
- NB All references to "you" or "your" shall mean the employer and any references to "we", "our" or "us" shall mean JTL. Words denoting the singular shall include the plural and vice versa; words which denote one gender shall include all genders; and words denoting persons shall include individuals, partnerships and corporate bodies.

## 2. Rates of Pay

2.1. The LSC contract that JTL operates under requires that "all employed learners shall be paid the rate specified in their terms and conditions of employment which shall comply with the National Minimum Wage legislation, where appropriate."

2.2. The JIBECI has agreed the following hourly rates for apprentices.

NB London is defined as that area lying within and including the M25 London Orbital Motorway.

w.e.f. 09/01/06					w.e.f. 08/01/07			
	Transport Provided	Own Transport	Transport Provided	Own Transport	Transport Provided	Own Transport	Transport Provided	Own Transport
	National	National	London	London	National	National	London	London
Stage 1	£3.63	£4.25	£4.07	£4.76	£3.81	£4.46	£4.27	£5.00
Stage 2	£5.35	£5.98	£5.99	£6.70	£5.62	£6.28	£6.29	£7.06
Stage 3	£7.74	£8.39	£8.67	£9.40	£8.13	£8.81	£9.11	£9.87
Stage 4	£8.20	£8.85	£9.18	£9.91	£8.61	£9.29	£9.64	£10.40

2.3 The travel time and travel allowances agreed by the JIBECI are as follows:

w.e.f. 09/01/06				
Straight Line Distance from Job to Shop	Total Daily Travel Allowance	Total Daily Travel Time	Total Daily Travel Allowance	Total Daily Travel Time
	National	National	London	London
Up to 15 miles	NIL	NIL	NIL	NIL
Over 15 & up to 20 miles each way	£2.87	£2.30	£2.89	£2.54
Over 20 & up to 25 miles each way	£3.80	£3.45	£3.83	£3.83
Over 25 & up to 35 miles each way	£5.01	£4.60	£5.05	£5.10
Over 35 & up to 55 miles each way	£7.98	£5.75	£8.05	£6.36
Over 55 & up to 75 miles each way	£9.77	£6.90	£9.85	£7.65
Each additional 10 miles over 75 miles, additional payment	+£1.72	+£1.15	+£1.73	+£1.16

w.e.f. 08/01/07				
Straight Line Distance from Job to Shop	Total Daily Travel Allowance	Total Daily Travel Time	Total Daily Travel Allowance	Total Daily Travel Time
	National	National	London	London
Up to 15 miles	NIL	NIL	NIL	NIL
Over 15 & up to 20 miles each way	£3.01	£2.41	£3.03	£2.67
Over 20 & up to 25 miles each way	£3.99	£3.62	£4.02	£4.02
Over 25 & up to 35 miles each way	£5.26	£4.83	£5.30	£5.36
Over 35 & up to 55 miles each way	£8.38	£6.04	£8.45	£6.68
Over 55 & up to 75 miles each way	£10.26	£7.25	£10.34	£8.03
Each additional 10 miles over 75 miles, additional payment	+£1.81	+£1.21	+£1.82	+£1.22

2.4. The Joint Industry Board for Plumbing Mechanical Engineering Services (JIBMES) in England and Wales has agreed the following hourly rates for apprentices:

	w.e.f. 02/01/06	w.e.f. 01/01/07
1st year of training	£4.66	£4.82
2nd year of training	£5.34	£5.52
3rd year of training	£6.02	£6.24
3rd year of training with NVQ Level 2*	£7.32	£7.58
4th year of training	£7.42	£7.68
4th year of training with NVQ Level 2*	£8.42	£8.71
4th year of training with NVQ Level 3*	£9.30	£9.62

\*Where apprentices have achieved NVQs, the appropriate rate is payable from the date of attainment except that it shall not be any earlier than the commencement of the promulgated year of training in which it applies.

2.5. The travel time allowance agreed by the JIBPMES is as shown below. The notes on daily travel time allowances should also be taken into account:

	w.e.f. 02/01/06		w.e.f. 01/01/07	
	1st & 2nd Years	3rd & 4th Years	1st & 2nd Years	3rd & 4th Years
Over 20 miles & up to 30 miles	£1.40	£2.25	£1.45	£2.35
Over 30 miles & up to 40 miles	£3.35	£5.30	£3.50	£5.45
Over 40 miles & up to 50 miles	£3.55	£5.60	£3.65	£5.80

1. Daily travel time allowances are payable in addition to fares.
2. The allowances are paid at a daily rate with the distance calculated for the journey one way.
3. For all distances over 50 miles lodging allowance is to be paid in accordance with National Working Rules.
4. The daily travel time allowances are to be paid when public transport is used.
5. When the employer provides transport or if alternative means of transport are used, the employer and apprentice shall agree an appropriate allowance based on the actual time taken.
6. Return fares (based on cheapest available) are payable for all journeys regardless of whether any daily travel time allowance applies.

## 2.6. National Minimum Wage

Apprentices are entitled to the National Minimum Wage twelve months after reaching the age of 18 years if the apprenticeship commenced at 16, 17 or 18 years of age or, if commencing between 19 and 25 years of age, 12 months after commencement of the apprenticeship.

The National Minimum Wage hourly rates for apprentices are:

	w.e.f. 01/10/05	w.e.f. 01/10/06
18-21 Year olds	£4.25	£4.45
22 years and over	£5.05	£5.35

NB A new Young Workers' Rate of £3.00 per hour was introduced on 1/10/04 for 16 and 17 year olds (above compulsory school leaving age). This will increase to £3.30 w.e.f. 01/10/06. However, 16 and 17 year old apprentices are exempt from this.

### **3. Holidays**

- 3.1. The LSC contract requires that *“employed apprentices shall be entitled to those holidays provided by their terms of employment”*. The JIBs recommend that apprentices shall be entitled to 22 days’ annual holiday with pay to be taken at dates agreed in advance with the employer. These shall be awarded on a pro rata basis in the first year.
- 3.2. The JIBPMES operates a holiday credit scheme which can include apprentices. Further details are available from the JIBPMES.

### **4. Benefits**

In accordance with the requirements of the JIBECI 1999 and 2004 Training Schemes, all JTL apprentices on any of the electrotechnical schemes are automatically registered with the JIBECI upon starting, regardless of whether their employer is a member of the JIBECI or not. Apprentices employed by JIBECI member employers are eligible for life assurance, accidental death benefit and permanent and total disability benefit at no cost to the employer. Full details of these are available to member employers from the JIBECI. Employers who are not members of the JIBECI will need to make alternative arrangements to cover these issues, although the JIBECI will allow non-members to pay an annual premium for each apprentice for insurance against claims from an apprentice or next of kin.

### **5. Sick Pay**

All employers are required to pay statutory sick pay (SSP); guidance on entitlement to, calculation of and payment of SSP is issued to all employers by the Inland Revenue at the beginning of each tax year. In addition, apprentices employed by JIBECI member companies who are absent due to sickness or injury for a period of more than three days shall receive a weekly sum, as determined from time to time by the JIBECI, for an aggregate of 12 weeks in any consecutive period of 12 months. This payment will be made by the employer. In all cases, payment for sickness is subject to medical certification being produced to the satisfaction of the employer.

### **6. College Attendance**

- 6.1. The LSC contract requires that apprentices should not contribute to the costs of the apprenticeship, which will include costs involved in travel to the college for the off-the-job training. Employers are required to pay the normal working day’s pay (applicable to the stage/year reached by the apprentice) for attendance at college and the JIBs recommend that the employer meets the actual costs of the fares for such attendance.
- 6.2. Time spent attending college for off-the-job training will count as part of the standard working week (see section 8).

### **7. Trade Union Membership**

- 7.1. All apprentices are entitled to join a trades union. The recognised trades union in the craft sector of the building services engineering sector is Amicus.

### **8. Working Time Regulations**

- 8.1. The JIBs recommend that the standard working week should be 37.5 hours, normally on a Monday to Friday basis.
- 8.2. Furthermore, from 6th April 2003 the Young Workers’ Directive came into effect meaning that those who are between minimum school leaving age and their 18th birthday will not normally be allowed to work more than 40 hours per week or more than 8 hours in one day, or between the hours of 10pm and 6am (or 11pm and 7am if stated in the contract).



## **9. Discipline**

- 9.1. All employers are required to have disciplinary and grievance procedures in place which comply with current employment legislation. All apprentices must be provided with a copy of these procedures at the start of employment. Misconduct by an apprentice will need to be investigated and handled through the employer's disciplinary procedures. The JTL Training Officer should be informed of any problems and be present during the disciplinary process although not as the apprentice's representative. Where the apprentice is a member of Amicus, the local Regional Officer should also be involved. In the event of any investigation where disciplinary action is likely to be taken, it is good practice for the apprentice to be accompanied to the meeting and, if dismissal is a possible outcome, the parent or guardian should be present.

For JIBECI member companies, all disputes or grievances arising from the operation of the training scheme should be referred to the JIB for resolution within the industry's procedures.

## **10. Termination**

- 10.1. The JIBs' rules state that an employer may terminate an apprenticeship only when it can be proved that the apprentice is unable, either due to lack of application and/or capability, to attain the required industry standard to progress through the stages of the training scheme. Such action can only take place if the employer has met his full obligations in terms of involvement with and commitment to the training and assessment process, and has warned the apprentice of the potential consequences of continuing to perform and achieve at a standard below that required. Prior to any decision being taken, full consultation and discussion should take place with the apprentice, the JTL Training Officer, parent or guardian and, where the apprentice is a member of Amicus, the local Regional Officer.

## **11. Redundancy**

- 11.1. In the event that an employer is experiencing significant economic difficulties, which may result in part or all of his workforce, including the apprentice, being reduced, he is advised to contact the local JTL Training Officer as soon as possible. Where no other option is possible, JTL will offer all reasonable support and assistance in trying to find alternative employment for any apprentice affected in order that his apprenticeship may continue with the minimum disruption. This will include the payment of an adoption grant to employers who agree to take over the apprentice. However, under the JIBs' rules, the existing employer remains responsible for ensuring that all of the obligations to the apprentice are fulfilled until a formal transfer occurs.

## **12. Health and Safety**

- 12.1. The building services engineering sector is a high risk one in which to work, particularly for young and inexperienced apprentices. Employers are bound by legislation to ensure, so far as is reasonably practicable, the health, safety and welfare of their employees and to comply with any statutes, regulations, rules and orders as may be applicable to the work and the place where it is undertaken. Every employee and apprentice also has a legal duty to take reasonable care for his own health and safety and that of others who may be affected by his acts or omissions, to co-operate with his employer to enable him to comply with any legal duties he may have and not to interfere with or misuse anything provided in the interests of health, safety and welfare.
- 12.2. JTL has a duty of care towards the apprentices under its training scheme and makes every effort, through specific contract conditions with each employer and off-the-job training centre/college, to fulfill its duty.

JTL carries out pre-placement vetting, regular reviews and monitoring etc to ensure the health, safety and welfare of the apprentices. However, the employer must be aware that, under the Health and Safety at Work etc Act and various other statutes and regulations, he has the primary responsibility and duty of care to his employees.

12.3. Every apprentice should receive an induction to the company in accordance with the checklist required by JTL to be completed by the employer. In addition, apprentices should be given an induction to each new site that they work on.

#### 12.4. **Health and Safety (Young Persons) Regulations 1997**

In addition to the basic health and safety legislation, employers have a specific responsibility to young persons defined as "someone who has attained the minimum school leaving age of 16 but not yet reached the age of 18". The regulations require employers to complete risk assessments that take into account young persons involved in the work process, which should include the specific control measures in place for their protection and, in particular, any work that a young person is prohibited from carrying out. Key issues to be considered include the experience and maturity of the young person, supervision, equipment and physical capabilities. Specific guidance for employers can be found in Health and Safety Guidance note "HSG 165 Young People at Work – a Guide for Employers", which sets out the general duties of employers and covers risk assessment in detail including hazards and risk and the ways of avoiding them.

#### 12.5. **Pre-Employment Medical Examination**

12.5.1. It is a requirement of the JIBs that all entrants to the industry pass a standard medical examination carried out by a registered medical practitioner certifying physical fitness and normal vision. Entrants must also be tested for absence of colour blindness by a registered medical practitioner.

12.5.2. It is a condition of the LSC contract that apprentices shall not be required to contribute financially to the cost of the apprenticeship and this will include the pre-employment medical examination. JTL does not pay for this and it is therefore the responsibility of the employer to meet any costs incurred.

#### 12.6. **Supervision**

12.6.1. The LSC contract requires that that the training *"is provided in a safe, healthy and supportive environment which meet the needs of learners"* and that *"learners receive effective and timely information, instruction and training (including through induction) with special emphasis on arrangements for supervision."*

12.6.2. Employers must ensure that supervisors of apprentices are adequately trained in their roles and responsibilities towards apprentices as they have the day-to-day duty of ensuring health and safety procedures are followed. It is recognised that the level of supervision required for an apprentice will vary throughout the apprenticeship depending on experience, site and working conditions, work being undertaken etc.

#### 12.7. **Personal Protective Equipment**

Under health and safety legislation, following a risk assessment where a risk cannot be adequately controlled by other means, it is the employer's responsibility to provide the apprentice with all necessary Personal Protective Equipment without charge.

## 12.8. Accident Investigation and Reporting

12.8.1. Employees and apprentices are required by law to report all workplace accidents as soon as possible after the occurrence to their employer and these are to be recorded in the company's accident book.

12.8.2. Under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 1995, fatal or major injury accidents to an employee while at work must be reported by the employer to the HSE Incident Contact Centre (tel: 0845 300 9923) by the quickest practical means to enable any investigation that may be necessary to commence as soon as possible.

Major injuries include:

- any fracture, other than to the fingers, thumbs or toes;
- any amputation;
- dislocation of the shoulder, hip, knee or spine;
- loss of sight (whether temporary or permanent);
- any injury resulting from an electric shock or electrical burn (including any electrical burn caused by arcing or arcing products) leading to unconsciousness, or requiring resuscitation or admittance to hospital for more than 24 hours;
- loss of consciousness resulting from lack of oxygen;
- any other injury which results in the person injured being admitted into hospital for more than 24 hours.

12.8.3. Other reportable injuries are those which result in the employee being incapacitated for work for more than three consecutive days, excluding the day of the injury, but including any days which would not have been working days.

12.8.4. The LSC contract requires JTL to report *"any injuries or diseases to learners within the scope of RIDDOR and fatal road traffic accidents"*. JTL is furthermore required to monitor *"any other harm to learners to the extent that it could reasonable be expected to do so and/or where the harm could affect the quality of the learning experience. Harm includes (but is not limited to) other incidents that cause absence from the programme, any loss to the individual of any physical or mental faculty or any disfigurement, incidents of bullying and harassment."*

12.8.5. As part of its contract with employers, JTL therefore requires that it be informed, as soon as is reasonably practicable, of any occurrences which fall under any of the above. JTL may wish to be involved or must, as a minimum, be kept fully informed of any investigation and action which is taken.

12.8.6. Further advice on any health and safety queries can be obtained from the Health and Safety Executive and, for occupational health issues, the Employment Medical Advisory Service.

## 13. Equal Opportunities

The employer is bound by legislation to ensure that no discrimination is shown on the grounds of race, colour, gender, religion or disability (the latter is subject to the industry's safety requirements). JTL's Equality & Diversity Policy & Procedures (JTL701) includes specific guidance to employers and apprentices and will be a useful source of reference.

JTL's contract with the LSC requires it to monitor any incidents of bullying, harassment and harm and the employer should therefore inform JTL as soon as any incident occurs. JTL will wish to be involved or, as a minimum and by agreement, to be kept fully informed of any investigation and disciplinary action which is taken. In the event that the employer refuses to take action which JTL considers to be appropriate, JTL may withdraw its contract and either remove the apprentice from its scheme, or offer to assist the apprentice to find alternative employment in the industry.

#### **14. Bullying and Harassment**

Incidents of bullying, harassment etc must not be tolerated and should be taken extremely seriously by the employer and investigated fully. Where substantiated, disciplinary action against the perpetrators should be taken.

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