

# Employment Practices

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# 1. CODE OF BEST PRACTICE FOR THE EMPLOYMENT OF OPERATIVES

## Preface

One of the principal Objects of the JIB is to further the progress of the industry for the mutual advantage of employers and employees. To help achieve this, the JIB has adopted a set of shared values which apply across the industry, ensuring the co-operation of all who work under the JIB terms and conditions. These values embrace integrity, respect, equality and fairness. Their application ensures that our employer and employee workplace relationships are open, honest and transparent.

The JIB considers the use of blacklists in employment practices by any of its Members as a clear breach of these shared values and undermines the work undertaken by the JIB. The use of blacklists contravenes much of the legislation which underpins the employment relationship.

The JIB's position on blacklisting is absolutely clear. The JIB does not condone any form of blacklisting of any operative operating under the terms and conditions of the collective agreement.

A failure on the part of the employer member<sup>1</sup> to observe any provisions of a Code of Practice shall not itself render their organisation liable to any proceedings.

However, employer members should be aware any proceedings before a Regional JIB:

- (a) any such Code of Practice shall be in evidence; and
- (b) if any provision of such Code of Practice appears to the Regional JIB to be relevant to any question arising in the proceedings it shall be taken into account in determining that question.

## 1.1 Introduction

- 1.1.1 This Code of Best Practice ("Code") applies to anybody employed under the JIB Agreement. Employment is defined in this Code as direct employment<sup>2</sup>.
- 1.1.2 The purpose of this Code is to provide a guide as to the recommended processes and procedures that should be applied by employer members when considering employing an individual.
- 1.1.3 This Code will also help the employer member to recruit people who are right for the organisation. Poor employment procedures can lead to higher employee turnover, lower morale, higher costs and less stability.
- 1.1.4 Employer members must have consideration for their legal responsibilities to ensure that no unlawful discrimination occurs during recruitment processes.

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1. An employer member is an employer participant who has delivered to the JIB an application in writing, in such a form and manner as the National Board prescribe, and who are engaged in the industry in the capacity of an employer, and have paid such a sum as may be payable by way of entrance fee for membership as required under the Rules of the JIB.

2. Where individuals are subject to United Kingdom income tax and social security, "direct employment" for these purposes means employment (on a contract of employment or apprenticeship) to which PAYE income tax and Class 1 National Insurance contributions are applicable.

## 1.2 Pre-Recruitment

- 1.2.1 Before beginning the recruitment process, employer members should consider whether there are people able and willing to undertake training in order to fill other business-critical positions, either in the short-term or long-term, thereby negating the need to recruit.
- 1.2.2 It is good practice for an employer to develop a job specification, person specification and job description prior to commencing advertising for a role.
- 1.2.3 A good job specification should detail the core terms and conditions of the particular vacancy and should include salary, benefits and holiday entitlement.
- 1.2.4 A person specification is a profile of the ideal new employee, including skills, experience and personal qualities. Having this will give candidates a better understanding of what an employer is looking for, manage expectations and help to avoid situations where the candidate believes they have been misled.
- 1.2.5 A person specification should include:
  - 1.2.5.1 The technical, organisational, creative and any other relevant skills and ability the employer would expect from an ideal candidate;
  - 1.2.5.2 Specific qualifications or training required for the job; and
  - 1.2.5.3 Level of experience expected on an ideal candidate.
- 1.2.6 A good job description should include:
  - 1.2.6.1 The job title and position in the employer member, including their line manager or staff reporting to them;
  - 1.2.6.2 A summary of the main purpose of the job and any objectives;
  - 1.2.6.3 The main tasks and duties of the job;
  - 1.2.6.4 The scope of the job and how it fits with the wider structure of the employer member;
  - 1.2.6.5 The location of the job;
  - 1.2.6.6 If the job is permanent or for a fixed term;
  - 1.2.6.7 Essential skills and qualifications of the job; and
  - 1.2.6.8 Information about the employer member.
- 1.2.7 Any advertisement for an electrical role within an employer member should specify:
  - 1.2.7.1 The JIB grade (for example Approved Electrician) which will relate to the particular qualifications, skills and experience of the individual. The duties of operatives are set out within the JIB Handbook;
  - 1.2.7.2 How to apply for the job;
  - 1.2.7.3 The person to be contacted at the employer member (including name, telephone number and/or email address) if the candidate would like further information; and
  - 1.2.7.4 The closing date for applications.
- 1.2.8 This will help to avoid confusion over the roles and responsibilities, and will allow the candidate to know what the applicable terms are such as rates of pay, Travelling Time and Travel Allowance etc.

- 1.2.9 The employer member should make the candidate aware of the JIB Benefits Scheme and the levels of cover which are in place for those employed by JIB member companies (Section 9 of the JIB Handbook).
- 1.2.10 It is recommended that employers ask if the candidate has received a payment from either the Permanent & Total Disability Benefit or the Other Permanent Disablement Benefit. If the candidate has received such a payment, then the employer will check the medical documentation to ensure the candidate is fit and safe to resume employment.

### **1.3 Applications**

- 1.3.1 The employer member may wish to use a standardised application form in addition to or as an alternative to a CV as it can be easier for comparison.
- 1.3.2 Information asked for in relation to equality and diversity monitoring should be included on a separate sheet which can be detached and returned anonymously to the employer member. It should be noted in the application that providing such information is voluntary.
- 1.3.3 If an employer member chooses to utilise an application form for this purpose, the form should ask details of:
  - 1.3.3.1 The current employment situation of the operative;
  - 1.3.3.2 The notice required by the operative should they be successful in their application; and
  - 1.3.3.3 Relevant skills and experience.
- 1.3.4 Employer members who use the Industrial Information Service (IIS) can check the ECS card details of candidates online to ensure candidates have a valid ECS card with current health and safety assessment, grade and what qualifications are held.
- 1.3.5 If applications are to be held in either electronic or hard copy, employer members should ensure they are compliant with current data protection legislation.

### **1.4 Considerations Prior to Interview**

- 1.4.1 Employer members should shortlist candidates based on the merits of their application set against the job specification, person specification and job description. Shortlisting should be based on the principles of equality.
- 1.4.2 During this sifting process where the employer member is selecting candidates to invite for interviews, where possible, two people should undertake the selection to avoid bias. It would be ideal to involve the line manager of the candidate in the selection process.
- 1.4.3 Ideally, employer members should make candidates aware of whom they will be interviewed by in the letter confirming the interview details, where possible.
- 1.4.4 The letter must confirm details of when and where the interview will take place. If an employer member wishes to undertake this selection by assessment or other means, this must be specified to the candidate.
- 1.4.5 Employer members may also ask if there are any special arrangements that need to be made in order to accommodate the candidate where they are disabled.

### **1.5 Interview**

- 1.5.1 All candidates should be offered the same opportunities to best present themselves to employer members and this is normally by conducting an interview. It is therefore advisable to interview face to face where possible.

- 1.5.2 The interview has two main purposes: it offers the employer member the opportunity to ascertain if the candidate is suitable for the job, and allows the candidate to discover all relevant information and understand whether their credentials and career goals align with the employer member's requirements and vision.
- 1.5.3 An interview helps to ensure that the candidate is suitable for the job as a structured design and process enables the employer member to evaluate competencies of the candidate in an efficient manner to assess whether the candidate is technically and practically competent to undertake the work required.
- 1.5.4 Ideally the interviewer should be someone who has received training in how to conduct an interview or is an experienced person who is able to utilise this method to effectively judge the skills and competencies of the candidate (see Note (iv)).
- 1.5.5 The interviewer should be accommodating as it is expected that both parties may be nervous or apprehensive during the process. Good planning, organisation and structure are essential to a successful interview.
- 1.5.6 The interview must be conducted in a private and suitable location to best allow the free exchange of information and to ask questions in an unencumbered manner.
- 1.5.7 The interview allows the employer member to question the candidate more in depth about their application, for example, to identify and enquire about gaps in employment.
- 1.5.8 The employer member should inspect the candidate's ECS card at interview if it has not done so already.
- 1.5.9 Reasonable expenses may be paid at the employer member's discretion.
- 1.5.10 Once the interviews have been conducted, all interviewers should score each candidate based on their performance during the interview against the criteria set out in the Person Specification.
- 1.5.11 Employer members should establish scoring criteria in advance. The same criteria should be used for all candidates to ensure and maintain consistency.
- 1.5.12 Scoring methodology should be noted on the interview paperwork in case a candidate requests feedback on their performance.
- 1.5.13 Once all candidates have been scored the candidate with the highest score should be offered the position.
- 1.5.14 All candidates should be informed of the outcome as soon as possible following the interview. Employer members should make every effort to provide feedback upon request.

## **1.6 Offer and Acceptance**

- 1.6.1 Any offer of employment should be confirmed in writing specifying:
  - 1.6.1.1 The job title in relation to the relevant JIB grade and occupational discipline;
  - 1.6.1.2 The terms and conditions of employment;
  - 1.6.1.3 The start date of employment;
  - 1.6.1.4 Clear instructions on the proposed place of work and the daily start and finish time for that job and whom to report to;
  - 1.6.1.5 Employer members' own procedures or rules that the candidate will need to know at this point, which should be attached;

- 1.6.1.6 Where employer members employ more than 5 people, a copy of the written policy statement for health and safety (which the firm is required to have under legislation).
- 1.6.2 Employer members should include details of how this acceptance should be conveyed (eg by email or letter to the appropriate person).
- 1.6.3 The candidate, where accepting the employment, should confirm this in writing to the employer member.
- 1.6.4 Employer members should specify a date by which the candidate should accept the employment.
- 1.6.5 The offer of employment may be conditional and subject to a satisfactory reference(s) being provided. The employer member should make it clear if this is the case.
- 1.6.6 If employer members require a reference(s) for employment, employer members should bear in mind that there is no legal obligation to provide a reference and hence a previous employer may choose not to do so. An otherwise suitable candidate should not be refused employment solely on the basis of a referee not providing a suitable reference.
- 1.6.7 The offer of employment may also be subject to an acceptable screening through the Disclosure and Barring Service/Disclosure Scotland dependant on client requirements.
- 1.6.8 Employer members will also have to ensure that the candidate, where not a UK citizen, has the right to work in the UK. Hence UK Visas and Immigration checks may be required. Any offer of employment will be conditional of the candidate's successful completion of such a check.
- 1.6.9 A pre-employment health check may also be required by the employer member and any offer of employment may be conditional on the successful completion of this check.
- 1.6.10 If necessary, the individual should be reminded to apply for or renew their ECS card as soon as possible.
- 1.6.11 Once the candidate has begun employment, under legislation employer members must provide a written statement of employment particulars. The necessary information to comply with this requirement is contained within the JIB template Contract of Employment document.

## **1.7 Contract of Employment/Written Statement of Employment Particulars**

- 1.7.1 Employees should be provided with a written copy of their statement of employment particulars, or a contract of employment, within 8 weeks of engagement. The JIB has produced a template Contract of Employment document.
- 1.7.2 This template, when completed by an employer member, contains all the necessary information to comply with legislation on the provision of a written statement of employment particulars. References to where information can be found within the JIB Handbook and other public information are also included in this template.
- 1.7.3 This template only confirms basic information, therefore employer members are advised to include details of policies and procedures beyond this document and may add to or vary this document as appropriate.
- 1.7.4 The terms of the JIB Agreement form the contract of employment with an employee as well and so it is expected that the operative is aware of the rights and obligations contained within this Agreement, specifically regarding contracted hours, overtime, holiday, rates of pay and the JIB Benefits Scheme.

- 1.7.5 No terms or conditions can override those contained within the JIB Agreement or the National Working Rules.
- 1.7.6 The template Contract of Employment can be downloaded from the JIB website in the Employers Area at [www.jib.org.uk/members-area.aspx](http://www.jib.org.uk/members-area.aspx).

**Notes**

- (i) There may be requirements for continuous improvement or training and upskilling within a position, and this may depend on the requirements of a client or an employer member. Any requirements or expectations should be made clear to the employee.
- (ii) Employer members should arrange for the new employee to have an appropriate induction for the purposes of informing them of any relevant details of the job they will be assigned to or the procedures of the employer member in general, which they have not already received.
- (iii) If reasonable adjustments are required for the individual to perform their job due to disability, the employer member should confirm these adjustments during the induction to ensure that they are appropriate.
- (iv) For further guidance or advice please contact the Electrical Contractors Association if you are a member.



## 2. LAY-OFF

*(As determined by the JIB National Board on 7th January 1980)*

The JIB National Working Rules make no provision for the lay-off of operatives and this is not normally permissible. Unfortunately, the occasions when industrial action by operatives of other trades has prevented work being carried out by the operatives of electrical contractors, have increased sharply in recent times, and the JIB sees no alternative but to make some facility for lay-off in these circumstances. Lay-off may only be considered after the following steps have been exhausted:

- (a) Operatives will present themselves as available for work and make every reasonable effort to report to their place of work.
- (b) If they cannot gain access to their place of work their employer shall make representations to the client for access to be provided and if it cannot be provided that the operatives should be reimbursed for any loss or expense incurred.
- (c) Unite the Union shall immediately be informed and shall use its best endeavours to obtain access for the operatives to reach their place of work. Those endeavours shall be made and completed within one week of being notified of the problem by the employer.
- (d) If Unite the Union cannot obtain access then the employer shall redeploy as many operatives as possible upon alternative work.

The employer may then declare a temporary lay-off in respect of those operatives they cannot redeploy on alternative work who shall receive the guarantee payments contained in, and in accordance with the terms of the Employment Rights Act, 1996. During any temporary lay-off the JIB Benefits contributions shall continue to be made.

During lay-off the employer may require operatives to be available to re-commence work at 24 hours' notice and where this necessitates operatives remaining in lodging the lodging allowance shall continue to be paid.

Lay-off shall not be applied to apprentices.

### **3. CODE OF GOOD PRACTICE – JOB/SHOP REPRESENTATIVES**

#### **PREFACE**

The principles set out in this Code of Practice have been written within the framework of the current employment law, the Rules of the JIB, the National Working Rules and the Industrial Determinations of the JIB for the Electrical Contracting Industry and over 50 years' experience of resolving disputes.

A failure on the part of any person to observe any provisions of a Code of Good Practice of the JIB shall not itself render them liable to any proceedings but in any proceedings before a Regional JIB:

- (a) any such Code of Good Practice shall be admissible in evidence, and
- (b) if any provision of such Code of Good Practice appears to the Regional JIB to be relevant to any question arising in the proceedings it shall be taken into account in determining that question.

This Code of Good Practice is not intended to be an authoritative statement of the law concerning time off for carrying out trade union duties and activities for which reference should be made to the Employment Rights Act 1996 and Code of Practice No. 3 'Time off for trade union duties and activities' by the Advisory, Conciliation and Arbitration Service copies of which are available from Government Bookshops.

#### **3.1 INTRODUCTION**

- 3.1.1 The National Agreement provides for the appointment of Job/Shop/Company Representatives in the Electrical Contracting Industry.
- 3.1.2 It is intended to build up a panel of trained JIB graded operatives who will be ready and willing to be appointed to Job/Shop/Company Representative, take an active interest in the affairs of the JIB and Unite the Union and be prepared to fulfil their industrial relations duties. This will be beneficial to all parties as it will develop more responsible attitudes amongst members of Unite the Union, greater participation in the Union's affairs and lead to improved harmony in the electrical contracting industry resulting in increased productivity for the benefit of both employers and employees.
- 3.1.3 Because of the scattered nature of workplaces in the industry there may be problems of representation and communication which will require special consideration by employers when preparing procedures to enable Representatives to take time off to carry out their industrial relations duties. These procedures are more likely to achieve the desired objective of good industrial relations if approached in the spirit of consultation and co-operation with representatives and made available in writing to all levels of supervision and every employee.

#### **3.2 FUNCTION**

- 3.2.1 The Representative shall, in addition to their duties under the Rules of Unite the Union and as an employee, be jointly responsible with their employer (or the employer's representative who shall be properly trained to discharge their industrial relations duties) for the application of the JIB Rules and the National Working Rules and Industrial Determinations for the Electrical Contracting Industry on the job, at the Shop or in the company. They will ensure that every effort is made to maintain good industrial relations and to increase productivity.

### **3.3 RECOGNITION**

- 3.3.1 The accredited Representative is the recognised Unite the Union representative for the job (ie construction site or place of work), for a particular Shop or for the company concerned and in that capacity will be afforded recognition by their employer under the terms of these Rules and relevant legislation in respect of the JIB graded operatives and registered apprentices employed in their constituency by their employer.
- 3.3.2 JIB Employer Participants will only afford such recognition to Representatives accredited by Unite the Union.

### **3.4 ELECTION**

- 3.4.1 The JIB graded operatives at each job, Shop or company shall nominate from amongst their number an eligible person to be their Representative\* in accordance with the Rules of Unite the Union.
- 3.4.2 To be eligible for nomination a person shall be a skilled JIB Graded operative and shall so far as is reasonably practicable either:
  - 3.4.2.1 Have been continuously employed by their employer throughout the preceding two years, or
  - 3.4.2.2 have had at least two years' experience in the electrical contracting industry and have been continuously employed for six months by their current employer, the nomination being subject to the approval of Unite the Union who will issue credentials to each Representative they appoint and notify the employer and the JIB in writing of the appointment and the extent of the Representative's constituency.
- 3.4.3 When offering themselves for nomination a person expresses their willingness to attend JIB/Unite the Union approved training courses of reasonable duration in industrial relations which will include a thorough study of the National Working Rules and Industrial Determinations of the JIB.
- 3.4.4 Representatives shall be registered with the JIB and for this purpose Unite the Union shall notify the JIB of the address of the Representative. The JIB will issue a letter to the Representative and their employer confirming the Representative's registration. The JIB will provide registered Representatives with a copy of the National Working Rules and Industrial Determinations and any amendments thereto.
- 3.4.5 Once appointed and issued with their credentials the Representative shall continue in that appointment for a period of two years or until such time as their credentials are withdrawn by Unite the Union or the operative resigns as the Representative when Unite the Union shall notify the employer and the JIB or the operative ceases to be employed in the constituency they were appointed to represent then the employer shall notify Unite the Union and the JIB.

### **3.5 DUTIES**

- 3.5.1 In addition to their duties as an employee under the terms and conditions of their contract of employment the Representative has three duties stemming from their appointment:
  - 3.5.1.1 as the appointed Representative of their constituents to act as their spokesperson.

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\*Representative means Job/Shop/Company Representative.

- 3.5.1.2 to deal with the problem(s) of a constituent if they have been unable to achieve satisfaction directly with their immediate supervisor under the JIB Resolution Procedure, affecting their constituents, either individually or collectively, with their employer or the employer's representative on site. When acting in this capacity the Representative will consult Unite the Union under whose direct control they will operate.
- 3.5.1.3 as the custodian of the National Working Rules and the Industrial Determinations to advise their constituents on such matters as productivity, grading, employment, training and the application of the Rules and Determinations. Where their constituents are not represented by a Safety representative appointed by Unite the Union they will also advise them on matters affecting health, safety and welfare.
- 3.5.2 The Representative will have the right to inspect the ECS Cards of their constituents and the benefit credit records held by the employer. In exercising this entitlement to inspect benefit records Representatives should have regard to the reasonableness of time.
- 3.5.3 The JIB and Unite the Union will provide the Representative with whatever additional information is necessary for the Representative to discharge their duties efficiently.
- 3.5.4 A Representative shall not act as such outside the constituency for which they were appointed.

### **3.6 TIME OFF FOR INDUSTRIAL RELATIONS DUTIES**

- 3.6.1 The employer shall permit the Representative to take reasonable time off with pay to:
  - 3.6.1.1 carry out their duties as a Representative,
  - 3.6.1.2 attend approved JIB/Unite the Union training courses of reasonable duration in aspects of industrial relations relevant to the carrying out of their duties as a Representative, and
  - 3.6.1.3 attend such conferences and committees where, in the opinion of the Chief Executive of the JIB, attendance will assist the Representative in the performance of their industrial relations duties.

### **3.7 TIME OFF FOR TRADE UNION ACTIVITIES**

- 3.7.1 The employer shall permit the Representative to take reasonable time off without pay to take part in trade union activities connected with, and approved by, Unite the Union.

### **3.8 CONDITIONS RELATING TO TIME OFF**

- 3.8.1 Employers are responsible for completing contracts on time, providing service to their clients and for making the operational arrangements for Representatives to take time off who shall bear in mind their employer's problems in discharging those responsibilities.
- 3.8.2 When seeking time off, a Representative shall inform the employer as far in advance as is reasonable in the circumstances indicating the nature of the business for which time off is required, the intended location and the expected period of absence.
- 3.8.3 An employer may ask a Representative to defer taking time off because, for example, problems of safety, security, maintenance of production or service would ensue if time off were taken at a particular time. The grounds for seeking a postponement should be made clear and the employer and the Representative should endeavour to agree on an alternative date. In considering postponement the urgency of the matter for which time off is required should be weighed against the seriousness of any problems which might arise.

- 3.8.4 A Representative who considers their employer has failed to permit them to take time off, permitted the Representative to take insufficient time off or failed to pay the Representative for the time they had been permitted to take off for their industrial relations duties shall consult the appropriate Regional Officer of Unite the Union and if the matter is not satisfactorily resolved a written report shall be made to the JIB.
- 3.8.5 When it is necessary for the Representative's work to be continued during their time off the employer should expect the maximum co-operation of the Representative's constituents for this to be achieved.

### **3.9 CONSULTATION**

- 3.9.1 The Representative shall be provided with information and consulted by their employer on such matters as recruitment, planning, productivity, overtime, redundancy and disciplinary action. Where their constituents are not represented by a Safety Representative appointed by Unite the Union the Representative will also be provided with information and consulted by their employer on matters affecting health, safety and welfare.

### **3.10 COMMUNICATION**

- 3.10.1 The Representative has a duty to convey accurate information from Unite the Union and their employer to their constituents and, conversely, to report accurately on problems affecting them to their employer and Unite the Union. Nothing in this Code of Good Practice removes from the employer the responsibility to communicate directly with their employees.

### **3.11 MEETINGS**

- 3.11.1 In the event of it becoming necessary for the Representative to communicate to their constituents matters arising under 3.9.1 or 3.10.1 the employer shall give permission for the Representative to hold a meeting with their constituents of one hour's duration each month for which the Representative and their constituents attending the meeting shall be paid one hour at the normal wage rate applicable to the site. The date and time of the meeting shall be the subject of consultation between the Representative and their employer who may ask the Representative to defer the meeting because, for example, problems of safety, security, maintenance of production or service would ensue.

The grounds for seeking a postponement should be made clear and the employer and the Representative should endeavour to agree on an alternative date. In considering postponement the urgency of the matter for which the meeting is to be held should be weighed against the seriousness of any problems which might arise.

- 3.11.2 Meetings should not be held on the premises of the employer or the client without the prior permission of the employer.

### **3.12 REDUNDANCY**

- 3.12.1 Employers in the Electrical Contracting Industry recognise Unite the Union and they are under a legal obligation to consult at the earliest opportunity with Regional Officers of the Union and Job/Shop/Company Representative about any redundancy proposals.
- 3.12.2 Employers will be expected to respond constructively to representations made by Regional Officers.

### **3.13 FACILITIES**

- 3.13.1 Employers shall make available to Representatives reasonable facilities necessary for them to perform their duties efficiently.

### **3.14 DISCIPLINE**

- 3.14.1 The first responsibility of a Representative is as an employee under the terms and conditions of their contract of employment and they shall be subject to the disciplinary procedures applicable to the employees in the establishment, except that the appropriate Regional Office of Unite the Union shall be notified before disciplinary action is taken against a Representative.
- 3.14.2 A Representative shall not be disciplined for actions taken in the course of their industrial relations duties but where an employer considers they have cause for complaint they shall take the matter up with the appropriate Regional Office of Unite the Union and if the matter is not satisfactorily resolved a written report shall be made to the JIB.