



EMPLOYER HANDBOOK
2018/19

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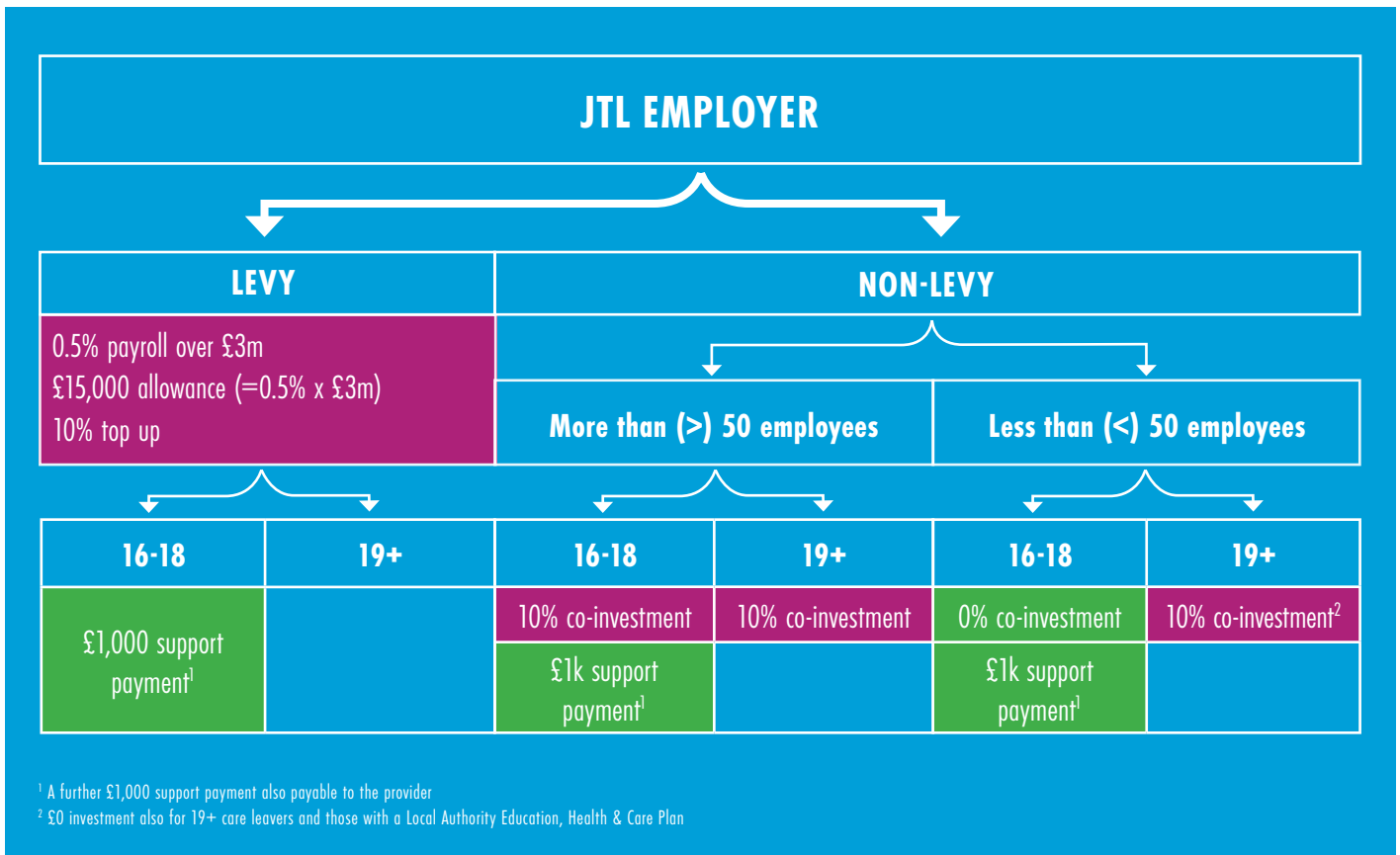
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SECTION 1: INTRODUCTION

1. This Handbook has been developed for use by employers of apprentices following a JTL scheme of training. All sections of the Handbook are generic to all JTL training provision, except where specifically separated under the headings of individual schemes offered, such as electrotechnical, plumbing etc.
2. All employers shall comply with the obligations set out in the Handbook which forms part of JTL's contractual arrangement with employers.
3. JTL contracts nationally with the Education and Skills Funding Agency in England, the conditions of which are reflected in the contractual documentation with the employer. It may be necessary to change the terms of the Handbook from time to time, in whole or in part, without notice or consultation, in order to reflect revised or additional obligations placed upon JTL by the Education and Skills Funding Agency. JTL shall use reasonable endeavours to keep such changes to a minimum during the currency of the Agreement and to consult with and/or give as much advance warning of any changes to employers as is practicable.
4. All references in the Handbook to "you" or "your" shall mean the employer in accordance with the Agreement. Any references to "we", "our" or "us" shall mean JTL. Where the Agreement requires, words denoting the singular shall include the plural and vice-versa; and words denoting persons shall include individuals, partnerships and corporate bodies.
5. All references to electrotechnical shall refer to any of the electrotechnical schemes offered by JTL except where these are specifically identified separately.
6. All references to PMES shall refer to the plumbing and mechanical engineering services sector of the building services engineering sector and include any or all of the following: plumbing and gas fitting.
7. All references to heating and ventilating shall include any or all of the following: heating and ventilating, air-conditioning and refrigeration.
8. All references to engineering maintenance shall refer to any of the engineering maintenance schemes offered by JTL.
9. Different arrangements are in place in Wales and are documented separately. This Handbook is therefore only applicable in England.
10. The employer shall give due regard to the good practice guidance included in this Handbook and use reasonable endeavours to comply with the industry-agreed regulations to which it refers. The good practice guidance is intended to be a useful source of reference to employers in terms of employment law in regard to the apprentices they employ. As such, it draws upon the contractual requirements of the Education and Skills Funding Agency funding agreement and the industry agreements reached within the Joint Industry Board for the Electrical Contracting Industry (JIB-ECI) and the Joint Industry Board for Plumbing Mechanical Engineering Services in England and Wales (JIB-PMES). While the JIB agreements are not enforceable upon employers who are not members of the JIB, the Board of JTL endorses the recommendations to all employers of JTL-managed Electrotechnical and Plumbing apprentices. Employers of apprentices may also find the JIB Handbooks and websites useful sources of reference.
11. 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. It is recommended that employers discuss any such issues they have in this regard with the relevant JIB, or employer trade association, and seek assistance from them.

SECTION 2: FINANCIAL SUPPORT PACKAGE

1. Apprentices, their parents, close relations or guardians may not contribute financially to the cost of learning.
2. JTL's financial support package is agreed on an annual basis and is subject to receipt of sufficient funding from the Education and Skills Funding Agency.
3. Full details of the support package for 1st August 2018 to 31st July 2019 can be found in JTL's Funding Support Package document (JTL614).
4. The Government has introduced apprenticeship funding reforms effective from May 2017. These include the introduction of the apprenticeship levy for employers with an annual pay bill of more than £3m and government/employer co-investment arrangements for all other employers. Individual details are included in the apprentice's start documentation but is summarised in the following table:



SECTION 3(A) TRAINING PROVISION – ELECTROTECHNICAL

1. The employer shall co-operate with JTL in all matters relating to the provision of the apprenticeship.
2. The employer undertakes to promptly provide JTL with such information as it may reasonably require in order to obtain funds from the employer's digital account or government/employer co-investment, including but not limited to evidence of the apprentice's eligibility for funding at the start of the apprenticeship programme, the number of employees where this is on average fewer than 49; and that the apprentice is spending at least 20% of their time on off-the-job training.
3. The employer agrees to provide each apprentice with periods of on-site experience and training sufficient to meet the practical evidence requirements of the apprenticeship, in addition to allowing attendance at an agreed JTL training centre for the off-the-job knowledge element training and additional off-the-job practical training. This training arrangement is a mandatory requirement to enable completion of the apprenticeship requirements.
4. By prior arrangement with the employer, and at a reasonable time, monitoring will continue under existing arrangements and an apprentice shall have access to staff of the Education and Skills Funding Agency and vice-versa.
5. The employer shall be aware of the location of planned training provision for each apprentice.
6. The employer shall allocate and permit a technically competent person from within the company (known as a Workplace Witness and, generally, the supervisor or electrician in charge of the apprentice on-site) to check the work carried out by the apprentice and validate that it has been done competently to the appropriate commercial standard. This Workplace Witness testimony shall be recorded within the appropriate portfolio supplied by JTL.
7. In addition to the requirement of paragraph 6, the employer may be required to provide additional expert witness testimony to confirm the contents of the apprentice's portfolio.
8. JTL has moved from a traditional paper-based apprentice portfolio to an e-portfolio. An e-portfolio is an electronic collection of evidence of competence, which JTL will assess against the requirements of the qualification being followed by the apprentice. Employers will be able to log in, track apprentices' progress, see apprentice activity and assessor visits. Employers will be given more information about the move to e-portfolio by JTL at a later date.
9. The employer should be aware, at all times, of the name of any nominated Workplace Witness and agrees to provide JTL with this information upon request.
10. In order to ensure compliance with Awarding Organisation criteria, the employer shall, by prior arrangement and at reasonable times, allow JTL staff access to apprentices for the purposes of progression and assessment of competent performance. This may be either on-site or off-site but will be arranged to cause minimum disruption.

11. For monitoring and evaluation purposes, the Education and Skills Funding Agency, the Secretary of State and agents, the Department for Education (DfE), the National Audit Office, representatives of the European Commission and the European Court of Auditors, the Audit Commission and the Inspectorates shall have the right to visit any relevant employer location and to view and assess operations relating to the training provision as specified under the Agreement, and to inspect relevant documents and interview JTL apprentices during these visits.
12. Regular learner progress reviews are an essential part of capturing and demonstrating all the progress and activity that has been undertaken for a given time.

The Learner Progress Review process will utilise information from key learning partners including:

- a. the Learner
- b. the Employer
- c. the Training Centre
- d. Essential Skills Tutors
- e. JTL Training Officer.

The Learner Progress Review will:

- a. capture learner progress made to date
- b. reflect on learner progress towards the learning goals
- c. record changes to the learner's Individual Learning Plan (ILP)

- d. set realistic but challenging and measurable targets (SMART) to be achieved before the next Learner Progress Review
 - e. monitor Health and Safety requirements to ensure these are being met
 - f. check understanding of issues relating to Equality and Diversity, Safeguarding and Prevent.
13. As highlighted in the Apprentice Learning Agreement, employer involvement in the learner progress review process is essential. The employer must support the review process and ensure the availability of apprentices and their site supervisor. The Learner Progress Review process will involve all parties in a discussion on the apprentice's progress and achievement and identify appropriate actions where needed.
 14. Participation and involvement from the learner's site supervisor will be through discussion and documenting the apprentice's personal effectiveness grades and relevant feedback. The employer will receive a copy of the completed Learner Progress Review document.

SECTION 3(B) TRAINING PROVISION – PMES

1. The employer shall co-operate with JTL in all matters relating to the provision of the apprenticeship.
2. The employer undertakes to promptly provide JTL with such information as it may reasonably require in order to obtain funds from the employer's digital account or government/employer co-investment, including but not limited to evidence of the apprentice's eligibility for funding at the start of the apprenticeship programme, the number of employees where this is on average fewer than 49; and that the apprentice is spending at least 20% of their time on off-the-job training.
3. The employer agrees to provide the apprentice with a period of on-site experience and training in accordance with the apprenticeship, in addition to allowing attendance at an agreed college or training centre.
4. By prior arrangement with the employer, and at a reasonable time, monitoring will continue under existing arrangements and an apprentice shall have access to staff of the Education and Skills Funding Agency and vice versa.
5. The employer shall be aware of the location of planned training provision for each apprentice.
6. The employer shall allow a technically competent person from within the company (usually a plumber or plumbing qualified supervisor known as a Workplace Witness) to check the work carried out by the apprentice and verify that it has been done to the appropriate commercial standard. This Workplace Witness testimony shall be recorded within the appropriate Candidate Workplace Evidence Record supplied by JTL.
7. The employer should be aware at all times of the name of any nominated Workplace Witness(es) and agrees to provide JTL with this information upon request.
8. JTL has moved from a traditional paper-based apprentice portfolio to an e-portfolio. An e-portfolio is an electronic collection of evidence of competence, which JTL will assess against the requirements of the qualification being followed by the apprentice. Employers will be able to log in, track apprentices' progress, see apprentice activity and assessor visits. Employers will be given more information about the move to e-portfolio by JTL at a later date.
9. In addition to the requirement of paragraph 6 above, the employer may be required to provide additional expert witness testimony to confirm the contents of the apprentice's portfolio.
10. In order to ensure compliance with Awarding Organisation criteria, the employer shall, by prior arrangement and at reasonable times, allow JTL staff access to apprentices for the purposes of progression and assessment of competent performance. This may be either on-site or off-site, but will be arranged to cause minimum disruption.
11. For monitoring and evaluation purposes, the Education and Skills Funding Agency, the Secretary of State and agents, the Department

for Education (DfE), the National Audit Office, representatives of the European Commission and the European Court of Auditors, the Audit Commission and the Inspectorates shall have the right to visit any relevant employer location and to view and assess operations relating to the training provision as specified under the Agreement, and to inspect relevant documents and interview JTL apprentices during these visits.

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- c. The Training Centre
- d. Essential Skills Tutors
- e. JTL Training Officer.

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- c. record changes to the learner's Individual Learning Plan (ILP)
- d. set realistic but challenging and measurable targets (SMART) to be achieved before the next Learner Progress Review

- e. monitor Health and Safety requirements to ensure these are being met
- f. check understanding of issues relating to Equality and Diversity, Safeguarding and Prevent.

13. As highlighted in the Apprentice Learning Agreement, employer involvement in the learner progress review process is essential. The employer must support the review process and ensure the availability of apprentices and their site supervisor. The Learner Progress Review process will involve all parties in a discussion on the apprentice's progress and achievement and identify appropriate actions where needed.
14. Participation and involvement from the learner's site supervisor will be through discussion and documenting the apprentice's personal effectiveness grades and relevant feedback. The employer will receive a copy of the completed Learner Progress Review document.

SECTION 3(C) TRAINING PROVISION – HEATING AND VENTILATING

1. The employer shall co-operate with JTL in all matters relating to the provision of the apprenticeship.
2. The employer undertakes to promptly provide JTL with such information as it may reasonably require in order to obtain funds from the employer's digital account or government/employer co-investment, including but not limited to evidence of the apprentice's eligibility for funding at the start of the apprenticeship programme, the number of employees where this is on average fewer than 49; and that the apprentice is spending at least 20% of their time on off-the-job training.
3. The employer agrees to provide each apprentice with periods of on-site experience and training sufficient to meet the requirements of the apprenticeship.
4. By prior arrangement with the employer, and at a reasonable time, monitoring will continue under existing arrangements and an apprentice shall have access to staff of the Education and Skills Funding Agency and vice versa.
5. The employer shall be aware of the location of planned training provision for each apprentice.
6. The employer shall allow a technically competent person from within the company (usually a heating and ventilating qualified supervisor known as a Workplace Witness) to check the work carried out by the apprentice and verify that it has been done to the appropriate commercial standard. This Workplace Witness testimony shall be recorded within the appropriate Candidate Workplace Portfolio supplied by JTL.
7. The employer should be aware at all times of the name of the nominated Workplace Witness(es) and agrees to provide JTL with this information upon request.
8. JTL has moved from a traditional paper-based apprentice portfolio to an e-portfolio. An e-portfolio is an electronic collection of evidence of competence, which JTL will assess against the requirements of the qualification being followed by the apprentice. Employers will be able to log in, track apprentices' progress, see apprentice activity and assessor visits. Employers will be given more information about the move to e-portfolio by JTL at a later date.
9. In addition to the requirement of paragraph 6 above, the employer may be required to provide additional expert witness testimony to confirm the contents of the apprentice's portfolio.
10. In order to ensure compliance with Awarding Organisation criteria, the employer shall, by prior arrangement and at reasonable times, allow JTL staff access to apprentices for the purposes of progression and assessment of competent performance. This may be either on-site or off-site but will be arranged to cause minimum disruption.
11. For monitoring and evaluation purposes, the Education and Skills Funding Agency, the Secretary of State and his agents, the Department for Education (DfE), the National Audit Office,

representatives of the European Commission and the European Court of Auditors, the Audit Commission and the Inspectorates shall have the right to visit any relevant employer location and to view and assess operations relating to the training provision as specified under the Agreement, and to inspect relevant documents and interview JTL apprentices during these visits.

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13. As highlighted in the Apprentice Learning Agreement, employer involvement in the learner progress review process is essential. The employer must support the review process and ensure the availability of apprentices and their site supervisor. The Learner Progress Review process will involve all parties in a discussion on the apprentice's progress and achievement and identify appropriate actions where needed.
14. Participation and involvement from the learner's site supervisor will be through discussion and documenting the apprentice's personal effectiveness grades and relevant feedback. The employer will receive a copy of the completed Learner Progress Review document.

SECTION 3(D) TRAINING PROVISION – ENGINEERING MAINTENANCE

1. The employer shall co-operate with JTL in all matters relating to the provision of the apprenticeship.
2. The employer undertakes to promptly provide JTL with such information as it may reasonably require in order to obtain funds from the employer's digital account or government/employer co-investment, including but not limited to evidence of the apprentice's eligibility for funding at the start of the apprenticeship programme, the number of employees where this is on average fewer than 49; and that the apprentice is spending at least 20% of their time on off-the-job training.
3. The employer agrees to provide the apprentice with a period of on-site experience and training in accordance with the apprenticeship.
4. By prior arrangement with the employer, and at a reasonable time, monitoring will continue under existing arrangements and an apprentice shall have access to staff of the Education and Skills Funding Agency and vice versa.
5. The employer shall be aware of the location of planned training provision for each apprentice.
6. The employer shall allow a technically competent person from within the company (usually an engineer or supervisor known as a Workplace Witness) to check the work carried out by the apprentice and verify that it has been done to the appropriate commercial standard. This Workplace Witness testimony shall be recorded within the appropriate Candidate portfolio supplied by JTL.
7. The employer should be aware at all times of the name of the nominated Workplace Witness and agrees to provide JTL with this information upon request.
8. JTL has moved from a traditional paper-based apprentice portfolio to an e-portfolio. An e-portfolio is an electronic collection of evidence of competence, which JTL will assess against the requirements of the qualification being followed by the apprentice. Employers will be able to log in, track apprentices' progress, see apprentice activity and assessor visits. Employers will be given more information about the move to e-portfolio by JTL at a later date.
9. In addition to the requirement of paragraph 6 above, the employer may be required to provide additional expert witness testimony to confirm the contents of the apprentice's portfolio.
10. In order to ensure compliance with Awarding Organisation criteria, the employer shall, by prior arrangement and at reasonable times, allow JTL staff access to apprentices for the purposes of progression and assessment of competent performance. This may be either on-site or off-site but will be arranged to cause minimum disruption.
11. For monitoring and evaluation purposes, the Education and Skills Funding Agency, the Secretary of State and agents, the Department for Education (DfE), the National Audit Office, representatives of the European Commission and the European Court of Auditors, the Audit

Commission and the Inspectorates shall have the right to visit any relevant employer location and to view and assess operations relating to the training provision as specified under the Agreement, and to inspect relevant documents and interview JTL apprentices during these visits.

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- e. monitor Health and Safety requirements to ensure these are being met
- f. check understanding of issues relating to Equality and Diversity, Safeguarding and Prevent.

13. As highlighted in the Apprentice Learning Agreement, employer involvement in the learner progress review process is essential. The employer must support the review process and ensure the availability of apprentices and their site supervisor. The Learner Progress Review process will involve all parties in a discussion on the apprentice's progress and achievement and identify appropriate actions where needed.
14. Participation and involvement from the learner's site supervisor will be through discussion and documenting the apprentice's personal effectiveness grades and relevant feedback. The employer will receive a copy of the completed Learner Progress Review document.

SECTION 3(E) TRAINING PROVISION – OTHER SCHEMES

1. The employer shall co-operate with JTL in all matters relating to the provision of the apprenticeship.
2. The employer undertakes to promptly provide JTL with such information as it may reasonably require in order to obtain funds from the employer's digital account or government/employer co-investment, including but not limited to evidence of the apprentice's eligibility for funding at the start of the apprenticeship programme, the number of employees where this is on average fewer than 49; and that the apprentice is spending at least 20% of their time on off-the-job experience.
3. Additional qualifications and frameworks may be offered; arrangements for these will be agreed on an individual basis and detailed in a service level agreement for contract.

SECTION 4: RESPONSIBILITIES IN LAW

1. The employer agrees to discharge their obligations, whether under statute or contract, including all subordinate legislation made from time to time under that statute or statutory provision, towards their apprentices, in particular:
 - a) non-discrimination and equality of opportunity (see Section 6)
 - b) employer's and public liability insurance
 - c) professional indemnity insurance (wherever necessary)
 - d) employment rights
 - e) health and safety (see Section 8)
 - f) data protection (see Section 16)
 - g) anti-bribery
 - h) modern slavery and human trafficking.
2. The employer agrees to maintain all appropriate insurance cover required by law at all times and such additional insurance, not specified above, as may be prudent in the circumstances. The employer agrees to furnish to JTL upon request any relevant documentation reasonably required in this context, such as certificates of insurance, policy statements, notices, reports etc.
3. The employer agrees to give JTL 35 days notice in writing before any insurance relevant to their interests is altered or cancelled.

GOOD PRACTICE: BENEFITS

- » In accordance with the requirements of the JIB-ECI 1999 and 2004 Training Schemes, all JTL apprentices on any of the electrotechnical schemes are automatically registered with the JIB-ECI upon starting, regardless of whether their employer is a member of the JIB-ECI or not. Apprentices employed by JIB-ECI member employers are eligible for life assurance, accidental death benefit and permanent and total disability benefit at a small cost to the employer. Full details of these are available to member employers from the JIB-ECI. Employers who are not members of the JIB-ECI will need to make alternative arrangements to cover these issues, although the JIB-ECI will allow non-members to pay an annual premium for each apprentice for insurance against claims from an apprentice or next of kin.
- » All JTL plumbing and heating and ventilating apprentices are registered with JIB-PMES.

SECTION 5: ABSENCES AND THOSE LEAVING THE SCHEME

1. The employer agrees to inform JTL's National Administration Centre (NAC) of each apprentice's absences (i.e. unauthorised or sickness), by prompt notification to JTL. This can be done by telephone to the NAC or by email. Apprentice-authorised absences of more than 28 days in England must also be reported immediately by contacting JTL's NAC on 0800 0852 308.
2. Where an apprentice is absent for lengthy periods, depending on the cause of the absence, it may be necessary for JTL to remove them from the scheme until such time as they are fit to return to work, at which time the apprentice will be restarted on the scheme. JTL will inform the employer in writing where this occurs. Depending on the length of absence, it may be necessary for the employer and apprentice to complete appropriate restart documentation to allow this to occur.
3. The employer shall inform the JTL's NAC immediately in writing if any apprentice leaves their employment, or the JTL scheme or transfers to another employer or training provider (temporarily or permanently).
4. Failure to report absences, or those leaving the scheme, may result in overpayments being made by the Education and Skills Funding Agency to JTL, or by JTL, to training centres. The employer agrees to be responsible for any such overpayments made by the Education and Skills Funding Agency or JTL resulting from such a failure to report absences. JTL reserves the right to claim such funds from the employer and the employer agrees to refund them. Repeated failure to comply with JTL's absence reporting procedures could result in the apprentice being removed from JTL's training scheme.
5. The Education and Skills Funding Agency does not allow JTL apprentices to be self-employed; should an apprentice leave to become self-employed, this will make their Apprenticeship and funding ineligible at that point. However, if an apprentice is made redundant and they are within 6 months of completing their Apprenticeship, the Government does allow self-employment under these circumstances.
6. It is JTL's policy not to allow apprentices holidays exceeding 5 weeks consecutively if this period of absence falls within the College/Training Centre delivery timetable and is likely to impact on their learning. Should an apprentice want to take holidays exceeding 5 weeks consecutively, it is recommended that the employer discusses this with the designated Training Officer before making arrangements as in some circumstances an agreed break in learning may need to be approved.

GOOD PRACTICE: HOLIDAYS

- » The Education and Skills Funding Agency 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. In addition apprentices are entitled to eight days' statutory holiday.
- » The JIB-PMES operates a holiday credit scheme which can include apprentices. Further details are available from the JIB-PMES.

GOOD PRACTICE: SICK PAY

- » All employers are required to pay statutory sick pay (SSP). Guidance on entitlement to, calculation of and payment of SSP is available to all employers on the HM Revenue and Customs website (www.hmrc.gov.uk/employers/employee_sick.htm).

In addition, apprentices employed by JIB-ECI 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 JIB-ECI, 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.

GOOD PRACTICE: DISCIPLINARY AND GRIEVANCE

- » 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 this procedure 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 Unite the Union, 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.

Disputes or grievances arising from the operation of the training scheme should be referred to the relevant JIB for resolution within the industry's procedures, where applicable.

GOOD PRACTICE: TERMINATION

- » The JIB's 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 employers have met their full obligations in terms of involvement with and commitment to the training and assessment process, and have 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 Unite the Union, the local Regional Officer.

GOOD PRACTICE: REDUNDANCY

- » 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, they are 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 the 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 JIB's rules, the existing employer remains responsible for ensuring that all of the obligations to the apprentice are fulfilled until a formal transfer occurs.

SECTION 6: EQUAL OPPORTUNITIES

1. Copies of JTL's Equality and Diversity Policy and Procedures (JTL701) and JTL's Bullying and Harassment Policy (JTL727) are available upon request and on the employer section on the JTL website. They form part of the contractual relationship between JTL and the employer.
2. All relevant statutory requirements must be complied with and the employer must use all reasonable endeavours to promote equality and diversity between all apprentices in relation to access to, treatment on and outcome from their training.
3. The employer agrees:
 - (a) not to commit any act of discrimination rendered unlawful by the Equality Act (2010)
 - (b) to ensure that JTL is informed of any allegations of discrimination, bullying or harassment and that these are properly investigated, appropriate action taken and that details of the outcome are reported to JTL in writing (see also Section 7).
4. JTL reserves the right to carry out an investigation into the circumstances of any accident, injury, illness or incident arising out of paragraph 3(b) above and the employer agrees to assist in any such investigation. 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.

GOOD PRACTICE: EQUAL OPPORTUNITIES

- » The employer is bound by legislation to ensure that no discrimination is shown on the grounds of any protected characteristics such as: race, colour, gender, gender reassignment, religion or belief, sexual orientation, age, marital status including civil partnerships, pregnancy and maternity, caring responsibilities or disability (the latter is subject to the industry's safety requirements). JTL's Equality and Diversity Policy and Procedures (JTL701) includes specific guidance to employers and apprentices and will be a useful source of reference.

SECTION 7: SAFEGUARDING

1. A copy of JTL's Safeguarding Policy (JTL730) is available upon request or on the employer section on the JTL website.
2. The employer shall make a commitment to safeguarding learners by promoting their own Safeguarding Policy or adhering to JTL's Safeguarding Policy.
3. The employer shall comply with all relevant statutory requirements and government guidance on safeguarding.
4. The employer shall recognise that staff who have regular contact with learners have an individual and collective responsibility to ensure the health, safety and well-being of learners at all times.
5. The employer shall establish a safe and productive work environment in which all learners feel safe and are able to reach their full potential.
6. The employer shall have procedures for identifying and reporting suspected cases of abuse/harm by any means to a learner.
7. In addition to the employer's statutory obligation under safeguarding legislation, in the event of a suspected case of abuse/harm by any means to a learner, the employer is required to notify JTL immediately.
8. JTL reserves the right to carry out an investigation into any suspected cases of abuse/harm by any means to a learner and the employer agrees to assist in any such investigation.
9. JTL also asks that the employer give staff of JTL and the Education and Skills Funding Agency access to premises, staff and relevant documentation for the purpose of a safeguarding investigation, in the event that an incident should occur.

GOOD PRACTICE: BULLYING AND HARASSMENT

- » Incidents of bullying, discrimination and/or harassment 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.

SECTION 8: HEALTH AND SAFETY

1. A copy of JTL's Health & Safety Policy (JTL803) is available upon request or on the employer section on the JTL website.

Legislative Requirements

2. The employer shall comply with the requirements of all current health and safety legislation and approved codes of practice.
3. The employer shall ensure that all equipment is in good working order and suitable for the purposes for which it is used and conforms to all relevant UK standards and requirements.

GOOD PRACTICE: HEALTH AND SAFETY

- » The building services engineering sector is a high-risk one in which to work, particularly for young and inexperienced apprentices. All 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. Employers will need to be aware of the Corporate Manslaughter and Corporate Homicide Act 2007. Employees and apprentices also have a legal duty to take reasonable care of their own health and safety, and that of others who may be affected by their acts or omissions, and to co-operate with employers to enable the latter to comply with any legal duties they may have, and not to interfere with or misuse anything provided in the interests of health, safety and welfare.
- » 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 fulfil its duty.
- » JTL carries out pre-placement vetting, regular reviews and monitoring etc to ensure the health, safety and welfare of the apprentices. However, employers must be aware that, under the Health and Safety at Work etc. Act 1974, and various other statutes and regulations, they have the primary responsibility and duty of care to their employees.
- » 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.

YOUNG PEOPLE AND WORK EXPERIENCE

- » 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". This requires 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.

4. The employer shall ensure that, where required by law, all work locations under their control are registered with the relevant enforcing authority.

5. The employer shall ensure that, where more than four employees are employed within the company as a whole, there exists a written health and safety policy document. This must identify the company's appointed competent person for health and safety, outline the organisation and arrangements for managing the health, safety and welfare of all employees (including apprentices). These arrangements must be brought to the attention of all employees, including apprentices.
6. The employer shall, on request and where they are required to do so in writing, make available a copy of their policy statement on health and safety, records of risk assessment and any records of health and safety arrangements to JTL and/or the Education and Skills Funding Agency.
7. The employer shall not levy, or permit to be levied on, any charge on any apprentice in respect of anything done or provided to ensure health and safety at work, including any necessary personal protective equipment, as required by Section 9 of the Health and Safety at Work etc. Act 1974 and regulations.

Pre-Placement Vetting/Status Review

8. Under JTL's contract with the Education and Skills Funding Agency, JTL is required to ensure, so far as is reasonably practicable, that apprentices are placed in a safe, healthy and supportive environment, which meets the individual needs of the apprentice. JTL is also required to ensure that the employer complies with all his legal obligations under health and safety law before an apprentice is placed with him and funded through JTL. Consequently a competent, qualified member of JTL staff will visit the employer in order to carry out a pre-placement vetting assessment. Should the employer meet all the requirements, the apprentice may be placed with the employer with immediate effect. In the event that minor discrepancies are identified, the employer will be given a Development Plan (JTL314) for completion within three months although the apprentice may be placed with the employer immediately. More serious problems will need to be addressed before the apprentice can start with the employer. Details of the evidence which will need to be seen during the visit are given at Appendix 1.
9. The employer agrees to co-operate in full with the completion of the pre-placement vetting and any associated action plan. Failure to complete the action plan within agreed timescales will result in the removal of the apprentice from JTL's training scheme.
10. JTL reserves the right to repeat this assessment at intervals of usually not more than three years.

Pre-Employment Medicals/Health Screening

11. It is the responsibility of employers to ensure the capabilities of all their employees prior to employing them, including taking reasonable steps to satisfy themselves that the employee is fit for the work likely to be undertaken in the normal course of the employee's employment.

The employer shall also ensure that any health screening necessary is carried out. The employer will be liable for any associated costs that may be incurred and such costs should not be passed to the apprentice. As part of the application process JTL requests information on its apprentices' health.

Where JTL has been notified of an existing health condition, the applicant will be required to complete a Medical/Vulnerability Risk Assessment (JTL882) form. Together with the apprentice, the employer must complete the medical risk assessment and return it to JTL with the start documentation. Failure to return the medical risk assessment where required will delay the funding of the apprentice. The application form shall include reference to and confirmation of:

- a) absence of colour vision defects
- b) ability to work at heights

- c) ability to work within confined spaces
 - d) general physical fitness and health.
12. The employer shall ensure that, where appropriate, all health conditions identified are taken into consideration when carrying out risk assessments and that appropriate control measures are implemented to ensure the safety of the apprentice.

Induction and Training

13. The employer shall ensure that they provide structured and documented health and safety induction training as specified in the documentation provided by JTL (Apprentice's Induction to Company Checklist JTL212) and that such training will be delivered by a person competent in health and safety.
14. The employer shall ensure that structured and documented health and safety training is provided throughout the period of the training programme and that such training will be delivered by a person competent in health and safety.
15. The employer shall ensure that the apprentice will be provided with appropriate information and instruction and be supervised by a relevant named competent person, and that a suitable alternative will be identified to cover in the event of absence.

Personal Protective Equipment

16. 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.

Risk Assessment

17. The employer shall ensure that all relevant risk assessments, as required under health and safety law, are carried out and, where necessary (e.g. new risk identified, new plant, machinery or processes introduced, new substances in use etc), updated if there is any reason to believe that the existing assessment is no longer valid. Consideration of the apprentice's medical conditions must be taken into account when completing risk assessments (see paragraph 11). Where significant risks are found, the findings shall be documented, employees informed of the risks and appropriate steps taken to reduce the level of risk to which employees are exposed.
18. The employer shall ensure that, where a prospective apprentice is under the age of 18 years, a risk assessment is carried out which takes due account of the apprentice's lack of experience or awareness of existing or potential hazards. Furthermore, the employer shall ensure that such a risk assessment is carried out prior to the apprentice joining the company and that the significant findings are made known to the apprentice, and are available to other interested parties such as JTL (in its capacity as training provider) and the Education and Skills Funding Agency.
19. The employer shall ensure that there exists in the workplace documented procedures for action in the event of serious or imminent danger, such as fire or similar occurrence, and that such procedures are made known to all employees including apprentices. Arrangements for the provision of first aid shall also be made available and updated as necessary.
20. When assessing the risks to the health and safety of employees, a fire risk assessment shall be conducted in accordance with the requirements of the Regulatory Reform (Fire Safety) Order. This assessment shall be recorded where there are five or more employees.

21. Where required, all equipment, escape routes, signs etc, provided for the purposes of fire-fighting, information or means of escape, shall be displayed and maintained in good order.
22. 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.

Prohibited Machinery

23. The employer is required to notify apprentices, in writing, of any machinery that they are prohibited to use. A statement to this effect is covered in the documentation provided to the employer by JTL.

GOOD PRACTICE: WORKING TIME REGULATIONS

- » The JIBs recommend that the standard working week should be 37.5 hours, normally on a Monday to Friday basis.

The Young Workers' Directive requires 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).

Accident Reporting

24. 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. Under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR), fatal or specified 'major' injuries that occur to an employee whilst at work must be reported by the employer to the HSE Incident Contact Centre (tel: 0345 300 9923) by the quickest practical means to enable any investigation that may be necessary to commence as soon as possible.
25. In addition to the employer's statutory obligations under health and safety law, in the event of a reportable incident occurring, the employer must also ensure JTL is notified immediately by telephone, email or facsimile of accidents to apprentices on the JTL scheme that come under the requirements of RIDDOR.

With regards to apprentices, the employer must report to JTL immediately and without delay any:

- a) death
- b) injuries or conditions covered under (RIDDOR)
- c) any other injuries/conditions not covered by RIDDOR, but which lead to absence from work/training for eight or more consecutive days
- d) any loss to the individual of any physical or mental faculties or in any disfigurement
- e) any accident which may give rise to a claim under the Analogous Industrial Injuries Scheme
- f) fatal road accidents
- g) any other harm that could affect the quality of learning and/or absence from work.

This harm includes, but is not limited to, bullying and harassment.

GOOD PRACTICE: SUPERVISION

- » The Education and Skills Funding Agency requires 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”.
- » 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. Employers should be aware that it is recommended that those responsible for the supervision of apprentices under the age of 18 should have their suitability checked with the Criminal Records Bureau. It is recognised that the level of supervision required for an apprentice will vary throughout the apprenticeship depending on experience, site and working conditions and work being undertaken etc. Employers with a significant number of younger apprentices may wish to appoint a supervisor with child-protection responsibilities.

26. With regards to clarification of point ‘g’ above, and in addition to RIDDOR, the Education and Skills Funding Agency requires JTL to monitor:

“...any other harm to learners to the extent that it could reasonably 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, and incidents of bullying and harassment.”

27. JTL reserves the right to carry out an investigation into the circumstances of any accident, injury, illness or incident arising out of paragraphs 24 or 25 and the employer agrees to assist in any such investigation. Such investigation will require the employer to complete, as fully as possible, an Accident Questionnaire, which will be sent on by JTL’s Health and Safety Department.

Investigations by JTL’s Health and Safety Department will require the following information and documentation to be sent along with the JTL Accident Questionnaire:

- a) copy of the completed F2508 (or F2508A in the case of a reportable disease)
- b) accident book entry
- c) site accident book entry (if applicable and where available)
- d) risk assessments for the activity involved (where applicable)
- e) witness statements (if applicable and where available)
- f) documentary evidence on the accident completed and collated by/on behalf of the employer
- g) any other documentation and information on the accident/incident as applicable, which includes control measures and remedial measures implemented and taken to prevent a recurrence of the accident or incident.

The employer is required to submit the above to JTL's Health and Safety Department within 15 days of the incident occurring.

28. The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations require that deaths, specified injuries, occupational diseases and dangerous occurrences including violent acts must be reported immediately to the enforcing authority by employers. The employer is also required to ensure that the matter is in turn notified to JTL. Repeated late reporting of accidents to JTL may lead to a non-renewal of JTL's contract with the employer.
29. JTL also asks that the employer gives staff of JTL and the Education and Skills Funding Agency access to premises and relevant documentation for the purpose of accident investigation, in the event that an incident should occur.

Apprentices Working Abroad

30. The employer is required to notify JTL in advance if it is intended that an apprentice will be sent abroad (outside the United Kingdom) as part of his/her employment. JTL will require information regarding appropriate insurance cover, risk assessments and welfare facilities in respect of the apprentice working abroad to be provided using form JTL130, which must be submitted to JTL's Health and Safety Department in advance of the apprentice travelling.

Apprentices Working for Another Employer/Contractor

31. If the employer requires an apprentice on the JTL scheme to work for another employer or contractor as part of their training needs and requirements, the employer must ensure that JTL is informed prior to the placement being authorised.

GOOD PRACTICE: SPECIFIED INJURIES – are major injuries and include:

- » a fracture, other than to fingers, thumbs or toes
- » amputation
- » permanent loss of sight or reduction of sight
- » crush injuries leading to internal organ or brain damage
- » serious burns – covering more than 10% of the body, or damaging the eyes, respiratory system or other vital organs
- » scalpings (separation of skin from head) which requires hospital treatment
- » unconsciousness caused by head injury or asphyxia
- » any other injury arising from work in an enclosed space, which leads to hypothermia
- » heat-induced illness or requires resuscitation or admittance to hospital for more than 24 hours.

OVER SEVEN-DAY INJURIES – are where an employee is away from work or unable to perform their normal work duties for more than seven consecutive days. This includes weekends, holidays and Bank Holidays but does not include the day of the accident.

Other reportable factors under RIDDOR are as follows:

OCCUPATIONAL DISEASES – are diagnoses of certain occupational diseases where they are likely to have been caused or made worse by work. There are eight categories of occupational diseases, a full list of which is available online at:

www.hse.gov.uk/riddor/occupational-diseases.htm

DANGEROUS OCCURRENCES – are certain specific 'near-miss' events (with potential to cause harm) which will require reporting. There are 27 categories of dangerous occurrences, a full list of which is available online at:

www.hse.gov.uk/riddor/dangerous-occurrences.htm

A full information system is available online at:

www.hse.gov.uk/riddor

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.

SECTION 9: PREVENT

1. Prevent is part of the Government's counter-terrorism strategy (CONTEST). It is designed to tackle the problem of terrorism at its roots, preventing people from supporting terrorism or becoming terrorists themselves. The current threat from Terrorism and Extremism in the United Kingdom is real and severe and can involve the exploitation of people – including children, young people and adults – to involve them in extremist activity.
2. In order to achieve the objectives of the Prevent Duty, JTL will encourage all staff, learners and employers to:
 - a) promote Equality and Diversity, Fundamental British Values, challenge bullying and discrimination
 - b) promote the wellbeing of all staff and learners
 - c) promote a positive ethos throughout the learning environment
 - d) build the skills and knowledge to understand how to recognise the undermining extremist ideologies
 - e) challenge extremist narratives
 - f) be aware of online risk including online grooming and exploitation
 - g) understand e-safety including social media.
- b) The individual is observed downloading, viewing or sharing extremist propaganda from the internet.
- c) The individual becomes withdrawn and focused on one ideology, possibly influenced by family or friends. There is also the potential for mental health issues.
- d) The individual becomes increasingly intolerant of more modern views.
- e) The individual may change their appearance; this could include change in physical appearance i.e. having tattoos that illustrate an affiliation to a particular extremist group or wearing clothing that is common within a particular extremist group. They may become distant and isolated from family, friends and colleagues. A transitional change could be a key factor for becoming distant for instance where an individual finds it difficult to adapt to the culture of the workplace and becomes withdrawn.
- f) The individual expresses a desire or intent to take part in or support extremist activity. This could be politically motivated, wanting a sense of justice, excitement or adventure. This could also be a group-influence seeking to take risks and possibly engage in criminal activity.

Possible Signs of Radicalisation

3. Through research from various organisations such as the police; there are possible indicators that contribute to a person potentially being radicalised; these indicators are not exclusive:
 - a) The individual's views have/or are becoming increasingly extreme regarding another section of society or government policy. This could be understood as having faith or ideology issues.

Incidents

4. Any incidents that are reported will need to be referred to the JTL Prevent Co-Ordinators using the Channel programme where external agencies will be informed and will assess the threat and/or risk and will provide advice and guidance.
5. Referrals will be made directly by the JTL's Safeguarding Officer in the first instance.

SECTION 10: ADDITIONAL LEARNING NEEDS

1. Additional Learning Needs (ALN) can cover conditions such as dyslexia or dyspraxia, or other conditions that have been recognised as impacting on the individual's ability to learn, or which are seen as a disability as defined by the Special Educational Needs and Disability Act 2001 to make it unlawful for education providers to discriminate against learners who have been diagnosed with a learning disability or difficulty. Learners identified and diagnosed with Additional Learning Needs (ALN) are assessed and a report will be generated with recommendation to identify reasonable adjustments/support to enable the learner to participate throughout their apprenticeship.

SECTION 11: 20% OFF-THE-JOB TRAINING

1. Since May 2017 all employers have been asked by the Government to provide apprentices with a minimum of 20% off-the-job training. If you currently employ apprentices in your workplace then you need to be aware of your responsibilities in relation to the off-the-job training requirement.

What is “off-the-job training”?

2. Off-the-job training is defined as learning that is undertaken outside of the normal day-to-day working environment and leads towards the achievement of an apprenticeship. This means that all employers are expected to provide apprentices with appropriate training that takes place outside of their normal work duties. This must equate to at least 20% of the apprentice’s contracted hours over the course of the apprenticeship.

Why is this happening?

3. The Government has set this requirement to ensure that apprentices are receiving a rounded learning experience throughout their apprenticeship, which will equip them with the essential range of skills, knowledge and experience that they will need in their future careers.

This new requirement will offer enormous benefits to both employers and apprentices, as it allows the apprentice to develop new skills using different methods of learning, such as shadowing a colleague. In the long term, these new skills will contribute to not only the apprentice’s development, but also to the growth of their employer’s business.

Examples of off-the-job training

4. There are many types of off-the-job training. For example:
 - College attendance
 - Lectures
 - Shadowing
 - Industry visits
 - Research
 - Conferences
 - Writing assessments.

Where will this training take place?

5. All training must take place during the apprentice’s normal working hours; however, the location of the training may vary depending on its format. For example, the apprentice may attend lectures at a college or shadow a colleague in your place of work.

What will apprentices need to do?

6. Every apprentice will be expected to keep a record of the number of hours that they have spent taking part in off-the-job training over the course of their apprenticeship. These hours will need to be recorded in their Smart Assessor e-portfolio so that they can easily keep track of the hours as part of their apprenticeship.
7. Your JTL Training Officer will be on hand to discuss off-the-job training with you and your apprentice when you need any help. They will also regularly assess the number of off-the-job training hours that your apprentice has logged in their Smart Assessor e-portfolio.

8. Please note that if your apprentice started their apprenticeship several months ago (after 1 May 2017), they will still be expected to achieve the same percentage of time in off-the-job training as a new starter. This means there will be some backlog of off-the-job hours for apprentices that have already started their apprenticeships after 1 May 2017, but this can be easily fulfilled by learners over the course of their apprenticeship.

What will employers be expected to do?

9. If you currently employ an apprentice, you should be fully supportive of the time your apprentice spends in off-the-job training.
10. You will also need to ensure that all necessary off-the-job training is arranged at a convenient time and location and that the training hours equate to at least 20% of the apprentice's contracted hours over the course of their apprenticeship.
11. There is no stipulation on how normal working hours and off-the-job training hours must be split, so you can discuss with your apprentice what works best for you and your business.
12. If your apprentice takes any leave or needs to cancel any planned off-the-job training, you must rearrange any training hours so that the full complement of off-the-job hours is still received.

If you are concerned about the new requirement

13. At JTL, we understand that this change may cause concern to some employers; however, we would like to reassure you that it is unlikely to have any impact on your normal working practices. We do not expect, for example, that your apprentice will spend any more time than usual focusing on off-the-job training, as the majority of the 20% requirement will be naturally incorporated within the first half of the apprenticeship. This is when learners usually spend more time in college and learn new skills in the workplace under supervision and mentoring, which all counts towards their off-the-job requirement.
14. In addition, we do not expect that the off-the-job training requirement will create any extra workload for you or your apprentice whilst in the workplace. The only expectation is that your apprentice must keep a record of their off-the-job training hours, but this is a quick and easy task, which should take up very little time.

Further advice and guidance

15. If you are concerned about this new requirement and want to discuss off-the-job training in more detail, please contact your JTL Training Officer, who will be more than happy to answer your questions and can provide any assistance whenever you need it.

SECTION 12: TRADE UNIONS

1. The employer agrees to permit apprentices to join a trade union if they so wish. The recognised Trade Union for the building services engineering sector is Unite the Union.

SECTION 13: ACCESS AND AUDIT

1. In order to monitor performance under the agreement (including compliance with health, safety and welfare legislation in relation to apprentices), the employer shall ensure that reasonable access is given to representatives of JTL, the Education and Skills Funding Agency, the Secretary of State and agents, National Audit Office, European Commission, European Court of Auditors, Audit Commission and the Inspectorates. In the performance of this obligation, the employer shall supply appropriate oral or written explanations of any relevant matters that may be reasonably required of them.
2. The employer will also be required to grant access for the purposes of monitoring the apprentice's progress towards achieving competence.

SECTION 14: EMPLOYER DATA RECORD SERVICE (EDRS) NUMBER

1. New employers will be contacted by Bluesheep, a data management company on behalf of the Education and Skills Funding Agency. They will ask a number of questions in respect of the business and this data will be used in line with the funding JTL will claim for the apprentice. A unique EDRS number will be recorded and this number will be used as the employer's identification with the Education and Skills Funding Agency. Failure to respond to their enquiry will mean that the apprentice cannot be funded.
2. The Government will fund all of the apprenticeship training costs, for employers employing fewer than 50 people, if on the first day of the apprenticeship, the apprentice is:
 - aged between 16 and 18 years old, or
 - aged between 19 and 24 years old, and either has:
 - an Educational Health Care plan provided by their local authority
 - or has been in the care of their local authority

Before any apprenticeship starts the employer must provide evidence that they employed an average of 49 or fewer employees in the 365 days before the apprentice was recruited.

SECTION 15: ABOLITION OF EMPLOYER NATIONAL INSURANCE CONTRIBUTION FOR APPRENTICES UNDER 25

1. Employers are no longer required to pay secondary class 1 (employer) National Insurance Contributions on earnings up to the Upper Earnings Limit (UEL) for apprentices aged 16-25. JTL will automatically provide the details required to support this claim, but if further information is needed, this must be requested from JTL's National Administration Centre.

SECTION 16: FURTHER TERMS AND CONDITIONS

1 Intellectual Property Rights (IPRs)

- 1.1 The Training Provider (or its licensors, as applicable) shall retain ownership of all IPRs in the Training Materials.
- 1.2 The Training Provider:
 - 1.2.1 hereby grants to the Employer a non-exclusive, non-transferable, royalty free licence to use the Training Materials for the duration of the Agreed Services
 - 1.2.2 warrants that the receipt and use in the performance of the Agreement by the Employer, its agents, subcontractors or consultants of the Training Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party
 - 1.2.3 shall keep the Employer indemnified against all damages, costs, claims and expenses suffered or incurred by the Employer as a result of any actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of the Agreement of the Training Materials.
- 1.3 The Employer (or its licensors, as applicable) shall retain ownership of all IPRs in the Employer Materials.
- 1.4 The Employer:
 - 1.4.1 hereby grants to the Training Provider, its agents, subcontractors or consultants, a non-exclusive, non-transferable, royalty free licence to use the Employer Materials to the extent necessary to provide the Agreed Services
 - 1.4.2 warrants that the receipt and use in the performance of the Agreement by the Training Provider, its agents, subcontractors or consultants of the Employer Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party
 - 1.4.3 shall keep the Training Provider indemnified against all damages, costs, claims and expenses suffered or incurred by the Training Provider as a result of any actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of the Agreement of the Employer Materials.
- 1.5 If either Party (Indemnifying Party) is required to indemnify the other Party (Indemnified Party) under this clause, the Indemnified Party shall:
 - 1.5.1 notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity (IPRs Claim)
 - 1.5.2 allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld
 - 1.5.3 provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred
 - 1.5.4 not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

2 Data Protection and Data Processing

- 2.1 The Training Provider shall be the Data Controller of all Personal Data obtained by it from each Apprentice or the Employer, for the purpose of the Agreed Services.
- 2.2 Each Party shall process Personal Data only in accordance with the Data Protection Act 2018 and where necessary on the other Party's instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised.
- 2.3 Each Party shall take reasonable steps to ensure the reliability of all its employees who have access to the Personal Data.
- 2.4 Each Party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.
- 2.5 Each Party warrants that, having regard to the state of technological development and the cost of implementing any measures, it will:
 - 2.5.1 take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:
 - (a) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage
 - (b) the nature of the data to be protected.
 - 2.5.2 take reasonable steps to ensure compliance with those measures.

3 Confidentiality

- 3.1 Each Party undertakes that it shall not at any time during the Agreement, and for a period of five years after termination of the Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party or of any member of the group of companies to which the other Party belongs, except as permitted below.
- 3.2 Each Party may disclose the other Party's confidential information:
 - 3.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with the Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause
 - 3.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 3.3 No Party shall use the other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.

4 Limitation of Liability

- 4.1 Nothing in the Agreement shall limit or exclude the either Party's liability for:
 - 4.1.1 death or personal injury caused by its negligence
 - 4.1.2 fraud or fraudulent misrepresentation

- 4.1.3 breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 4.2 Subject to clause 4.1, the Training Provider shall not be liable to the Employer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:
- 4.2.1 loss of profits
 - 4.2.2 sales or business
 - 4.2.3 loss of agreements or contracts
 - 4.2.4 loss of anticipated savings
 - 4.2.5 loss of or damage to goodwill
 - 4.2.6 loss of use or corruption of software, data or information
 - 4.2.7 any indirect or consequential loss.
- 4.3 Subject to clause 4.1, the Training Provider's total liability to the Employer, whether in contract, tort (including negligence), for breach of statutory duty, misrepresentation or otherwise, arising under or in connection with the performance or contemplated performance of the Agreement shall be limited to the total Charges paid during the 12 months immediately preceding the date on which the claim arose.
- 4.4 The terms implied by Sections 3, 4 and 13 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.

5 Termination

- 5.1 Without affecting any other right or remedy available to it, either Party may terminate the Agreed Services pursuant to any Request for Services or the Agreement with immediate effect by giving written notice to the other Party if:
- 5.1.1 the other Party commits a material breach of any term of the Agreement and such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so
 - 5.1.2 the other Party repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement
 - 5.1.3 the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986
 - 5.1.4 the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors

- 5.1.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party
 - 5.1.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party
 - 5.1.7 the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrator
 - 5.1.8 a person becomes entitled to appoint a receiver over all or any of the assets of the other Party, or a receiver is appointed over all or any of the assets of the other Party
 - 5.1.9 a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within 14 days
 - 5.1.10 any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 5.1.3 to clause 5.1.9 (inclusive), or
 - 5.1.11 the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 5.2 Without affecting any other right or remedy available to it, the Training Provider may terminate the Agreement with immediate effect by giving written notice to the Employer if:
- 5.2.1 the Employer fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment, or
 - 5.2.2 there is a change of Control of the Employer, or
 - 5.2.3 in the event of termination of JTL's arrangements with the Education and Skills Funding Agency.

6 Consequences of Termination

- 6.1 On termination or expiry of the Agreement:
- 6.1.1 unless expressly stated otherwise in the termination notice, any uncompleted Requests for Service shall continue until the applicable Agreed Services are completed, provided that the Training Provider shall be entitled to cease to perform the Agreed Services on notice in writing
 - 6.1.2 the Employer shall immediately pay to the Training Provider all Charges due in respect of the Agreed Services or otherwise and whether or not the Training Provider is entitled to be paid those charges or any of them out of the Levy Funding
 - 6.1.3 if and to the extent that the Training Provider receives a payment from the Levy Funding in respect of services for which the Employer has already paid pursuant to clause 6.1.2 ('a duplicated payment') the Training Provider shall be entitled to apply that payment first in satisfaction of any other sum which is or may become due owing or incurred by the Employer to the Training Provider on any account and thereafter as to any balance in payment to the Employer for or towards that duplicated payment

- 6.1.4 without prejudice to the obligation on the Employer to pay the Charges, the Employer shall use all reasonable endeavours to assist the Training Provider in obtaining any payment to which it may be entitled in respect of the Agreed Services or otherwise pursuant to the agreement under the SFA Rules, and for this purpose and by way of security the Employer hereby irrevocably appoints the Training Provider to be its attorney in its name and on its behalf to do anything necessary or desirable to obtain such payment
- 6.1.5 the Employer shall promptly return all of the Training Provider's Equipment and if the Employer fails to do so, the Training Provider may enter the Employer's premises and take possession of the Training Provider's Equipment
- 6.1.6 until the Training Provider's Equipment has been returned or repossessed, the Employer shall be solely responsible for its safe keeping
- 6.1.7 the Training Provider shall on request return any of the Employer Materials not used up in the provision of the Agreed Services.
- 6.2 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

7 Force Majeure

- 7.1 Force Majeure Event means any circumstance not within a Party's reasonable control including, without limitation:
- 7.1.1 acts of God, flood, drought, earthquake or other natural disaster
- 7.1.2 epidemic or pandemic
- 7.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations
- 7.1.4 nuclear, chemical or biological contamination or sonic boom
- 7.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent
- 7.1.6 collapse of buildings, fire, explosion or accident
- 7.1.7 any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the Party seeking to rely on this clause, or companies in the same group as that Party)
- 7.1.8 non-performance by suppliers or subcontractors (other than by companies in the same group as the Party seeking to rely on this clause)
- 7.1.9 interruption or failure of utility service.
- 7.2 Provided it has complied with clause 7.4, if a Party is prevented, hindered or delayed in or from performing any of its obligations under the Agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of the Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

- 7.3 The corresponding obligations of the other Party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 7.4 The Affected Party shall:
- 7.4.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the other Party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement
- 7.4.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 7.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 3 months, the Party not affected by the Force Majeure Event may terminate the Agreement by giving 1 month written notice to the Affected Party.

8 Assignment and Other Dealings

- 8.1 Subject to 8.2, neither Party may assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement without the consent of the other Party.
- 8.2 The Training Provider may sub-contract performance of the Agreed Services to any sub-contractor with the consent of the Employer, such consent not to be unreasonably withheld and provided that the Training Provider shall remain responsible for performance of the Agreed Services by that sub-contractor and if the Apprenticeship is Levy Funded the Training Provider shall remain responsible for complying with its responsibilities in Schedule 1.

9 Variation

No variation of the agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

10 Waiver

- 10.1 A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 10.2 A failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 10.3 A Party that waives a right or remedy provided under the Agreement or by law in relation to one Party, or takes or fails to take any action against that Party, does not affect its rights in relation to any other Party.

11 Severance

- 11.1 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

11.2 If any provision or part-provision of the Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

12 Entire Agreement

12.1 The Agreement constitutes the entire Agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

13 No Partnership or Agency

13.1 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

13.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

14 Third Party Rights

No one other than a Party to the Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

15 Notices

15.1 Any notice given to a Party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class recorded or other next Business Day signed for delivery service at its registered office (if a company) or its principal place of business (in any other case).

15.2 Any notice shall be deemed to have been received on signature of a delivery receipt.

15.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16 Counterparts

16.1 The Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

16.2 No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

APPENDIX 1 – PPV DOCUMENTATION AND GUIDANCE REQUIREMENTS

Under the system for pre-vetting of employers, before an apprentice can be funded, the following documents and procedures must be verified:

- a) employers' liability insurance (minimum of £5million)
- b) public liability insurance (minimum £1million)
- c) driving insurance (as appropriate)
- d) safety policy – in three parts (written if five or more employees):
 - General Statement
 - Organisation
 - Arrangements.
- e) name of competent person for health and safety (internal or external person or external body/company)
- f) supervision of apprentice
- g) maintenance of work equipment (PA Testing etc.)
- h) risk assessments as legally required as follows (written if five or more employees):
 - General requirements under the Management of Health and Safety at Work Regulations
 - Working at Height (WAH) Regulations
 - Manual Handling Operations (MHO) Regulations
 - Control of Substances Hazardous to Health (COSHH) Regulations (where applicable)
 - Control of Noise at Work Regulations (where applicable)
 - Fire Risk Assessment (written if five or more employees and employer based from business premises).

Emergency procedures to include:

- first-aid facilities
 - accident book and/or other reporting system
 - fire training and evacuation protocols.
- a) provision of necessary personal protective equipment (issued free of charge)
 - b) induction (to company and each site as required)
 - c) all necessary requirements under the Electricity at Work (EAW) Regulations (electrotechnical only).

The presence of these systems provides evidence that the employer is fulfilling their legal obligations under health and safety legislation.

APPENDIX 2 – RATES OF PAY

Rates of Pay

- 2.1 The Education and Skills Funding Agency 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 Up-to-date details of the national minimum wage are available on GOV.UK at the following location: www.gov.uk/national-minimum-wage-rates.
- 2.3 The Joint Industry Board for the Electrical Contracting Industry (JIB-ECI) for England and Wales has agreed wage rates and travel allowances for apprentices, which JTL recommends. More information is available on the JIB-ECI website at www.jib.org.uk/handbook.aspx?cid=153.
- 2.4 The Joint Industry Board for the Plumbing Mechanical Engineering Services (JIB-PMES) in England and Wales has agreed wage rates and travel allowances for apprentices, which JTL recommends. More information is available on the JIB-PMES website at www.jib-pmes.org.

USEFUL ADDRESSES

Association of Plumbing and Heating Contractors (APHC)

12 The Pavilions
Cranmore Drive
Solihull
B90 4SB
Tel: 0121 711 5030
Email: info@aphc.co.uk
website: www.aphc.co.uk

Electrical Contractors' Association (ECA)

Lincoln House
137-143 Hammersmith Road
London
W14 0QL
Tel: 020 7313 4800
Email: info@eca.co.uk
Website: www.eca.co.uk

Joint Industry Board for the Electrical Contracting Industry (JIB)

PO Box 127
Swanley
Kent
BR8 9BH
Tel: 03333 218 230
Email: administration@jib.org.uk
Website: www.jib.org.uk

Joint Industry Board for Plumbing Mechanical Engineering Services (JIB-PMES)

Lovell House
Sandpiper Court, Phoenix Business Park,
Eaton Socon
St Neots
Cambridgeshire
PE19 8EP
Tel: 01480 476925
Email: info@jib-pmes.org.uk
Website: www.jib-pmes.org

Unite the Union

Unite House
128 Theobald's Road
Holborn
London
WC1X 8TN
Tel: 020 7611 2500
Email: (see website for regional email contacts)
Website: www.unitetheunion.org

THE JTL EMPLOYER CHARTER

Excellent customer service is at the core of JTL's business philosophy. As an Investor in People (IiP) and an ISO 9001: 2015 accredited company, JTL is committed to ensuring the success of the building services engineering sector by the guarantee of a workforce trained to world-class standards through the following:

College/JTL Training Centre Provision

JTL will arrange for suitable local training provision for the relevant apprenticeship scheme and advise employers of necessary attendance requirements. All necessary study and apprenticeship recording of evidence materials will be issued, free of charge, to the apprentice or employer. Formal induction of apprentices at colleges/training centres will also be conducted.

An initial assessment of apprentices' academic skills will take place during the first weeks at a college/training centre in order to determine any additional learning needs, for which support may be arranged by JTL in conjunction with the college/training centre.

In order to complete the relevant apprenticeship scheme, Transferable Skills must be attained (if not already achieved). Additional support and guidance will be provided to the apprentice as and when required.

Qualification Management

JTL will provide a full off-the-job assessment and certification service for each apprentice and, with the co-operation of the employer, visit each apprentice at the workplace to conduct assessment and progress reviews. JTL will ensure that the completed portfolio is assessed within an appropriate time frame and, where

corrective action is necessary, agree this with the apprentice. The employer must allow the apprentice to complete 20% of the apprenticeship duration on off-the-job training which is undertaken outside of the normal day to day working environment (but within working hours) and leads towards the achievement of the apprenticeship.

Employer Reports

JTL will ensure that regular reports on each apprentice's training and qualification progress are sent to the respective employer. These reports will include any changes that may be required for the apprentice to successfully complete the scheme. Such reports will be generated as a result of visiting the apprentice at both the college/training centre and on-site.

Employer Training Developments

Employers will be advised of developments and other local training initiatives as and when they become available.

Complaints Procedure

Should JTL fail to meet your expectations, then employers are urged to contact the local JTL representative. If there is still a grievance after attempting to resolve the issue at this level, please contact:

The Head of Quality Assurance and Audit
JTL Stafford House
120/122 High Street
Orpington
Kent BR6 0JS
(0800 085 2308)



JTL Head Office:

Stafford House
120-122 High Street
Orpington
Kent
BR6 0JS

Call: 0800 085 2308

Email: enquiries@jtltraining.com

Website: www.jtltraining.com

