*Contract of
Employment*

You are employed under the JIB Collective Agreement and this contract confirms a number of the Terms and Conditions set out within it. Where areas are silent, reference will be made to (1) The JIB Agreement; or (2) The Company’s policy. The JIB Collective Agreement can be found at www.jib.org.uk. This document also serves as your Statement of Employment Particulars for the purpose of s.1 Employment Rights Act 1996.

**1. DETAILS OF EMPLOYEE**Name of Employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Postcode: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

National Insurance Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **2. DETAILS OF EMPLOYER**

Name of Employer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Shop/Site Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Postcode: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Please tick as appropriate)*

**☐** You are employed from the above address of the Company, which is classed as the Shop. Operatives employed
 within the terms of the JIB NWR are transferable from one job or site to another. The Shop address is used for
 the calculation of Mileage Rate or Mileage Allowance (NWR 11).

**☐** You are employed as “Locally Engaged Labour” (NWR 11.5). Your home is substituted for Shop in NWR 11.2
 meaning that your home will be used for calculating Mileage Rate or Mileage Allowance.

 **☐** You are Shop Employed and will permanently work at the above premises of the Company and will not work on site.

**3. DATES OF EMPLOYMENT**

Your period of continuous employment with the Company began on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(Please tick as appropriate)*

**☐** No period of employment prior to your start date counts as part of your period of continuous employment.**☐** Your previous employment with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ contributes towards your continuous length of service.**☐** You are employed on a fixed term contract and this will terminate on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**For Apprentices Only**

**☐** You are employed as an apprentice and your apprenticeship may terminate upon completion of your
 apprenticeship in line with the JIB Apprenticeship Scheme. As an apprentice the following applies:

Apprenticeship start date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Your estimated completion of learning date is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The skill, trade or occupation for which you are employed as an apprentice: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relevant apprenticeship framework / standard and level: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Apprentices are employed under the JIB 2017 Apprenticeship Scheme for Electrotechnical and Allied Trades Apprentices. This Agreement for apprenticeship is governed by the laws of England and Wales.

**4. WORKING HOURS***(Please tick as appropriate)* **☐** You are contracted to work 37.5 hours per week. This is normally Monday to Friday, 7.5 hours per day, although
 this may be varied (NWR 3.1)

**☐** You are employed on a part-time basis and you will be required to work \_\_\_\_\_\_\_\_ hours per week.

If part-time, your days of work will be: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**5. OVERTIME**

Overtime is paid after 37.5 hours are worked in the working week (NWR 8) and this is paid at time and a half in general. Double time will apply after the first 6 hours worked on a Saturday, or after 3pm (whichever comes first), until the normal start time on a Monday morning (NWR 8.2).

**6. JOB TITLE**

You are employed as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as defined under Section 4 of the JIB Handbook.

**7. PAY**

Your current rate of pay is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ subject to any future changes to the JIB Agreement.

You will be paid by credit transfer every *(Please tick as appropriate)* **☐** week **☐** fortnight **☐** month.

 **8. LODGING**On occasion you may be required to work away and where required you will be paid in accordance with NWR 11.

 **9. ANNUAL HOLIDAY**The leave year is from (date to date): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

You are entitled to a total of 32 days leave per year – 8 of these days will be set aside for bank/public holidays. Bank holidays are accrued separately to annual leave days (see NWR 12). Payment for holidays is defined under NWR 13.

Due to the nature of the industry, the Company may set shutdown periods for which you will be required to use your leave entitlement. These are usually at Easter and Christmas and will be notified to you by the Company.

If you have taken more holidays than you have accrued at the time of termination of employment, the employer may recover the sum in respect of any holidays taken in excess of entitlement by deductions or any other means.

 **10. PENSION**

The Company will comply with all statutory obligations on auto-enrollment and you will be auto-enrolled in the pension scheme operated by the Company, unless you choose to opt-out within the first month of being enrolled. The rate of contributions, enrollment information and your rights will be confirmed to you in a separate letter.

**11. DISCIPLINARY AND GRIEVANCE PROCEDURE***(Please tick as appropriate)*

**☐** Copy of the Company’s Disciplinary and Grievance procedure can be found in NWR 19 and 20 of the JIB Agreement in the JIB Handbook ([www.jib.org.uk/jib-handbook.aspx](http://www.jib.org.uk/jib-handbook.aspx)).

**☐** The Company has its own Disciplinary and Grievance procedure which will be provided to you separately.

If you wish to raise a formal grievance, you may do so by submitting it in writing to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**12. NOTICE REQUIREMENTS**

The minimum notice periods for termination of employment are dependent on your period of continuous employment. These are as follows:

|  |  |  |
| --- | --- | --- |
| **Period of Continuous Employment** | **Employer to Employee** | **Employee to Employer** |
| Less than one month | One day | One day |
| One month but less than 2 years | One week | One week |
| 2 years and thereafter for each year of continuous employment up to 12 years | One week for every complete continuous year of service | One week only |
| 12 years or more | Twelve weeks | One week only |

**13. GRADING AND ECS CARD**

It is a condition of your employment that you hold a valid ECS card. *(Please tick as appropriate)*

**☐** Your ECS card will expire on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**☐** If you are not already graded by the JIB then we will support your application.

 We will pay you as: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Should the JIB grade you otherwise, it is agreed we will recover the difference between what we paid you and
 the grade the JIB has awarded you.

**14. OVERSEAS WORKING**

If you are required to work overseas, you will be covered for certain aspects of insurance cover. Please see
section 9 of the JIB Handbook for full terms and conditions.

**15. BENEFITS AND SICKNESS WITH PAY**

Operatives and apprentices are entitled to sick pay in addition to Statutory Sick Pay (SSP). For operatives this is in line with the terms of the JIB Benefits Scheme with the level of pay dependant on grade. For full information on Benefits for operatives, including private medical cover, life assurance and permanent and total disability, please see Section 9 and the relevant Apprenticeship Scheme under Section 8 of the JIB Handbook for apprentices.

**16. CONFIDENTIALITY**

During your employment you may have access to confidential material. On no account should this information be divulged to any unauthorised person. Breaches of confidentiality may be dealt with through the Company’s disciplinary procedure.

I agree to the Terms and Conditions as set out above (and have received a copy) and in those documents as referred to above, as varied from time to time, as the principal terms and conditions of my employment.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Notes of Guidance**

1)   NWR are the National Working Rules under the JIB Agreement and can be found in JIB Handbook Section 2. The NWR will be updated from time to time so it is advised you use the online version of the Handbook where possible. The JIB Handbook can be downloaded from the JIB website at [www.jib.org.uk](http://www.jib.org.uk)

2)   Other company policies may be incorporated into this contract. Please see any Appendices for further details.

3)   If you wish to join Unite the Union please call 020 7611 2500. Alternatively, individuals can contact the local Regional Office which can be found on [www.unitetheunion.org.uk](http://www.unitetheunion.org.uk)

4)   Apprentice agreements need to make it clear the skill, trade or occupation the apprentice is being trained in as part of the requirements for a modern apprenticeship agreement. Usually this will be electrical installation or maintenance. The relevant standard and level could be Level 3 Installation / Maintenance Electrician for example. If you are unsure, you can check this with the training provider or college.

5) The JIB Industrial Relations Team provides free guidance and support for member companies and employees (including apprentices). If you have any questions, please call 01322 661600 or email ir@jib.org.uk