

Code of Practice for Employers

The aim of the Job Zone is to help students at the University of Birmingham who are looking for work to make contact with employers offering part-time, casual, temporary and vacation job vacancies. The Job Zone will not enter into contracts with students or employers. Instead, all contracts are to be agreed directly between employer and student.

As such, the role of the Job Zone is similar to a Job Centre rather than a commercial employment agency. The Job Zone is based at the Guild of Students and operates in association with the University of Birmingham Careers & Employability Centre.

Employers Section

1. **The placement of an advert with the Job Zone shall be deemed acceptance of and agreement to this code of practice.**
2. Employers **must make clear the nature of the work offered** and must include details of any necessary skills required, the number and distribution of the hours to be worked, the starting date and, if known, the date that the employment will end.
3. Job Zone **will promote vacancies offering employment of up to 16 hours per week during term-time, but will advertise up to full-time in vacation periods.** Employers should be aware of students' study obligations when asking a student to work more hours than have already been agreed, except in vacations or in other periods when a student does not have the usual pressure of study. We recommend a maximum of 16 hours per week in term-time for full-time students. We can accept some positions up to 20 hours per week – please speak to our staff about this
4. Employers **must clearly state the rate of pay offered (which must meet the guaranteed National Minimum Wage)**, the method and timing of payment to employees recruited through the Job Zone, on acceptance of employment. **The Job Zone does not accept positions that do not guarantee a basic hourly rate at National Minimum Wage or above.** The Job Zone will also not accept positions that require a student to make a payment that is not guaranteed to be reimbursed, or to enter in to a credit agreement. The Job Zone encourages all employers to pay students of all ages at least the higher National Minimum Wage rate (£5.80 per hour).
5. The Job Zone **gives preference to promoting opportunities that are offered as 'employed' work on a payroll.** The Job Zone can accept some self-employed opportunities, subject to the organisation offering the opportunities meeting specific criteria including; providing evidence of being a registered company or charity, agreeing that students providing the self-employed service will be safe in their work and will be covered by public liability insurance. **Please note that students from outside the EEA cannot work as self-employed as part of their visa restrictions.**
6. The Job Zone will **not accept work from an employer who is a private citizen**, or an individual offering **work at a private address.** The Job Zone does accept some care work at private addresses offered by reputable agencies with clear health & safety and vetting procedures (e.g. City council-linked care agencies).
7. The Job Zone cannot promote jobs involving **students working from their own home**, for example doing PC-based work or telephoning customers, as preference is given to working within business premises.
8. The Job Zone **cannot accept work** from an employer **involving marketing and market research activity based on University of Birmingham campus property**, without prior approval from the Guild Marketing Department. The Job Zone can refer employers of this nature on to the relevant contacts. The Job Zone asks employers **not to offer students any work that involves illegal fly posting.**
9. Employers **cannot charge students for finding employment.** However, we do accept that employers within the **entertainment and modeling industries** can charge in

accordance with employment legislation, and so we may occasionally accept fee-charging vacancies from these industries only. Please contact us to discuss this further.

10. Employers should **inform all candidates as to the result of their application** as soon as possible and inform the Job Zone when the position has been filled. **Where this is not possible**, they should be **open to giving feedback** on an application form if a student requests it, in order to help improve their future applications.
11. Employers have a **duty to meet all the statutory legal requirements** when employing students registered with the Job Zone. In particular the employer is reminded of the following requirements:
 - payment of **tax and National Insurance** contributions
 - adherence to **health and safety** regulations
 - provision of adequate **insurance**, e.g. Employer liability insurance
 - compliance with the DTI **Working Time Directive**
 - good practice and **compliance with legislation relating to discrimination in employment on the basis of gender, ethnic origin, disability, sexual orientation, religion or belief, or age**, and with good practice in respect of non-discrimination on any grounds. The Job Zone actively encourages employers to take part in the JobCentre Plus disability 'Two Ticks' symbol programme. (More information is available from the Disability Rights Commission Helpline: 08457 622 633 or visit www.drc-gb.org). The Job Zone also encourages employers to adhere to the Expect Respect equal opportunities policy (www.expectrespect.com).
12. Employers shall satisfy themselves as to the suitability of any employee and shall be responsible for taking up any references provided by the employee before engaging the student.
13. Employers are responsible for checking international students' right to work in the UK, and **must ask to see a passport** or other official document proving immigration status, as stated by the Home Office. Employers **agree to accept temporary National Insurance numbers from international students/dependants who have proven their eligibility to work in the UK**.
14. Employers are responsible for keeping their vacancy up to date. The vacancy will be automatically expired after one month of posting, or on the closing date set. If you wish for your advert to be extended you must contact the Job Zone prior to the expiry date.
15. Employers will permit visits by representatives of the Job Zone to the place of work, as may be necessary.
16. The Job Zone encourages employers to support students, who may be working for them during unsocial hours, and to consider the safety and transport home for such employees.

The Job Zone...

1. Agrees to offer a service to University of Birmingham students who have registered by providing them with details of job vacancies.
2. Will strive to provide students and employers with up-to-date information. All information passed to the students is given in good faith and is based on data from the employer as notified to the Job Zone. Students must confirm for themselves that the information is accurate.
3. Will endeavour to ensure that vacancies are filled with appropriate University of Birmingham students.
4. Will not disclose names, addresses or telephone numbers of students to other parties without their permission and will conform to the Data Protection Act and any subsequent related acts.
5. Will seek in its activities to help students to avoid conflict between work and study.
6. Will provide initial information about employment issues such as tax and national insurance numbers, and will refer students on to the appropriate resources and contacts where relevant. Students requiring further information on these issues or on

issues not directly relating to a particular vacancy, e.g. information about financial support or graduate employment will be directed to a more appropriate source, such as the ARC or the Careers Centre.

7. Operates within guidelines on the minimum wage and best practice for vacancies it accepts, and will provide advice and information on this when vacancies are registered.
8. Reserves the right not to accept, or to withdraw, notified vacancies. This could include where an employer is found to be exploiting a student in their employment (for example with regard to pay, working hours or location of work). The Job Zone also reserves the right to pass on an employer's business address to ACAS where there are significant concerns about employment practices, and the Job Zone will notify any employer if this action is to be taken, in accordance with Data Protection.
9. Shall not be liable for any loss or damage suffered by the employer arising from, or in any way connected with, the introduction by the Job Zone to the employer of any employee or the engagement of any employee.
10. Will seek to protect students at all times, in accordance with our Codes of Practice.
11. Will comply with all aspects of Guild Policy. (Available on request)

These guidelines are designed to increase mutual confidence and are therefore strongly recommended, though cannot be rigidly enforced. Whilst the Job Zone is in no way obliged to take action against any party breaching any of the issues outlined above, access to its services may be withdrawn from any person or organisation breaching this Code of Practice.

These proposals are without prejudice to legal obligations that may operate in respect of these matters under Acts of Parliament or governmental regulations, relating to race relation, employment protection, sex discrimination, sexual orientation discrimination, religious belief discrimination, disability discrimination, age discrimination etc. It is strongly recommended that good equal opportunities practice be extended into areas not covered by the law.

If you wish to view a copy of the Code of Practice for Students, please contact us for a copy. This document is available in large print – please contact us for a copy.

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