

# Conditions of Employment

## Modern Apprentice

### 1. GENERAL CONDITIONS

Members of staff are subject to the Charter and Statutes and the Ordinances and Regulations of the University, published in the Calendar, and to any amendments or additions thereto approved by the University Court and, in the case of the Charter and Statutes, the Privy Council. Staff are also expected to familiarise themselves with, and adhere to, general University policies and procedures, as published on University web pages.

Each member of staff is responsible for the proper performance of allocated duties to the person or persons specified in the member of staff's letter of appointment and any accompanying papers. Members of staff may not accept outside paid employment including personal consultancies without the permission of the University Court, which will not be unreasonably withheld.

The University is committed to ensuring that its business is conducted in an open and transparent manner and will take all appropriate steps to address risks of bribery or corruption. Members of staff are required at all times to act honestly and with integrity and to safeguard the resources for which they are responsible. The University has in place a robust Public Interest Disclosure (Whistleblowing) Policy to enable concerns to be brought to its attention. This is available at [www.strath.ac.uk/publicinterestdisclosure](http://www.strath.ac.uk/publicinterestdisclosure). Other relevant policies, e.g. Fraud Prevention and Conflicts of Interests, can also be found on the University's website.

Any member of staff may at any time be exposed to commercially sensitive information, information related to potentially valuable intellectual property or information which may otherwise be of a confidential nature. This information, which could be found anywhere in the University, may be written or disclosed orally, can include information of a commercial or technical nature, and may be owned by the University or by third parties. The University requires all employees to keep any such information confidential in the first instance and not disclose, publish or otherwise disseminate it without prior consent of the University. Such confidentiality obligations are commonplace and in the commercial interests of the University. When in doubt advice should always be sought from Research and Knowledge Exchange Services prior to disclosure.

The University operates probationary periods for new staff, the duration of which will be specified in individual letters of appointment. The normal probation period for posts in this staff category is 6 months. Further guidance on probationary procedures is published at <http://www.strath.ac.uk/staff/policies/hr/>.

Further information on the terms and conditions specified in this document and other staffing policies and procedures can also be found at [www.strath.ac.uk/hr](http://www.strath.ac.uk/hr).

### 2. SALARY

The University has standard salary rates for modern apprenticeships. The current rates are detailed in individual appointment letters.

Salaries are paid directly to staff members nominated bank account, normally on the second last working day of the month.

### 3. TRAINING AGREEMENT

Modern Apprenticeship appointments are also governed by a Training Agreement which is held and administered by the Organisational and Staff Development Unit. This agreement outlines the responsibilities and requirements of both parties and includes an associated training plan. Modern Apprentices are required under this agreement to undertake training, attend courses and carry out such work as may be required in

order to achieve the selected framework outcomes specified in the individual training plan.

### 4. HOURS OF WORK

The normal working week is 35 hours. Unless otherwise indicated in an individual's letter of appointment, the normal hours are 9.00am to 5.00pm Monday to Friday with a one hour unpaid lunch break.

### 5. HOLIDAYS

Annual leave entitlement is 27 days per year to be taken by agreement with the line manager. For staff members working on a part-time basis, holidays will be calculated on a pro-rata basis.

In addition to annual leave there is an entitlement to eleven public holidays per year which should be taken on days that the University is closed for this purpose. The University presently closes for four additional days over the Christmas and New Year period. **These additional days count against the annual leave entitlement.**

For staff members working on a part-time basis, public holiday entitlement will be calculated on a pro-rata basis.

Annual leave and public holiday entitlements should be taken in the leave year to which they relate. Up to five days leave can be carried forward into the new leave year subject to line management agreement. In exceptional circumstances, Heads of Department/School/equivalent may approve carry forward of accrued annual leave in excess of five days.

The University's expectation is that staff take all accrued holidays prior to their termination date. If staff have exceeded their entitlement the University will deduct an equivalent number of days pay from final salary payments.

### 6. SICKNESS ABSENCE

During any period of absence through illness or injury provided the appropriate notification and certification procedures have been followed the University will pay a member of staff (having taken account of the aggregate of all periods of absence due to illness during the twelve months immediately preceding the first day of the current absence) as follows:

Period of Continuous Employment at start of absence from work	Full Pay	Half Pay
Less than 1 year	1 month	1 month
1 year but less than 2 years	2 months	2 months
2 years but less than 3 years	4 months	4 months
3 years but less than 5 years	5 months	5 months
5 years or more	6 months	6 months

In order to manage the University's sick pay scheme the University requires to maintain sickness absence records on individual members of staff. When making payments after the expiry of statutory sick pay the University will deduct an amount equivalent to any benefit normally payable by the Department of Work and Pensions. For full details on the general University policy in this area please refer to the Sickness Absence Management Policy at [www.strath.ac.uk/staff/policies/hr](http://www.strath.ac.uk/staff/policies/hr).

## 7. PENSIONS

At the start of their appointment, new members of staff aged under 75 will automatically be admitted to membership of the Local Government Pension Scheme (LGPS). If you are already in receipt of a pension from LGPS and your benefits relate to service prior to 01/04/2015 then you are required to notify the scheme of your new position regardless of whether you decide to remain a member of the scheme at the University of Strathclyde.

LGPS requires a contribution from the member and a contribution, as a percentage of pensionable pay, is made by the University. The contribution rates that currently apply can be viewed here: - <https://www.spfo.org.uk/index.aspx?articleid=14879>.

If your post is located out with the UK in an EU member state, then pension rules do not permit us to enrol you to the scheme.

New members of staff may opt out of LGPS within three months of taking up appointment and will then be treated as if they had never been a member of the scheme. Any member of staff choosing to withdraw from LGPS during their employment with the University, and who is withdrawing after three months' membership but with less than two years' membership, may be entitled to a refund of contributions (less any statutory deductions). Staff withdrawing from the Scheme with more than two years' membership are entitled to a deferred pension benefit. Any member of staff who wishes to opt out should contact the Pensions Team, Finance, in the first instance ([pensions@strath.ac.uk](mailto:pensions@strath.ac.uk)).

Information regarding pension scheme membership can be found on the Pensions pages of the University's website. Full information regarding

LGPS can be found on the LGPS website – [www.spfo.org.uk/index.aspx?articleid=14440](http://www.spfo.org.uk/index.aspx?articleid=14440)

## 8. PLACE OF WORK AND RESIDENCE

Members of staff will be based on the John Anderson Campus, unless otherwise stated in the letter of appointment. The Department/School in which the post is initially placed will be specified in the letter of appointment although there will be an expectation to work at such other places as required in the course of employment.

The University does not normally place specific restrictions upon the place of residence of members of staff. All staff are, however, expected to reside in a location which is compatible with the satisfactory fulfilment of all the duties associated with their appointment.

## 9. DISCIPLINARY AND GRIEVANCE PROCEDURES

Further information on the University's disciplinary and grievance procedure can also be found at [www.strath.ac.uk/policies/hr](http://www.strath.ac.uk/policies/hr) or on request from Human Resources.

## 10. NOTICE AND TERMINATION

The employment of a member of staff is terminable by at least one months' notice, in writing, on either side. If notice is being given by a member of staff earlier release may be granted if this can be arranged without detriment to the administration of the University. Modern Apprenticeships will expire at the end of the period specified in the appointment letter without the necessity for notice.

Revised January 2017