

SCHEDULE OF TERMS AND CONDITIONS OF APPRENTICESHIP

CRAFT APPRENTICE – PLUMBER

TERMS AND CONDITIONS:

1. SCOPE AND PURPOSE

- 1.1 This document outlines the terms and conditions for Craft Apprenticeships. It also outlines the support you will be given to help you to achieve your qualification and the commitment that is expected of you. It is important that you keep this document as you will need to refer to it during your apprentice training programme. If any changes are made to your terms and conditions, these will be notified to you in writing.

2. CONDITIONS OF SERVICE

- 2.1 Your training programme terms and conditions are in accordance with:-

- (a) the Scheme of Conditions of Service for Local Government Employees, Craft Operatives and Chief Officials as applied by South Ayrshire Council and Industry Body agreements.
- (b) certain additional terms and conditions determined by South Ayrshire Council as contained in updates issued by the Head of Employee and Customer Services; and
- (c) any special conditions referred to in the covering letter.

Full details of the terms and conditions at (a) and (b) above are available from Human Resources.

3. LENGTH OF YOUR APPRENTICESHIP

- 3.1 Your apprenticeship is for a period of 4 years. During this time you will be provided with work-based training in addition to time off with pay to attend College to achieve the designated SVQ Domestic Plumbing and Heating (SCQF level 7). You will be expected to work to the best of your ability and in accordance with Council policies and procedures towards completion of your apprenticeship.

4. CONTINUOUS SERVICE

- 4.1 The Council does not recognise service with any previous employer(s) as being continuous service with the Council. During your Apprenticeship, your employment will continue until it terminates on completion of your Apprenticeship. The Council is unable to guarantee your continued employment at the end of this 4 year period and on completion of your Apprenticeship, you will not be entitled to a redundancy payment. However, if you are offered either a permanent or temporary fixed term contract following completion of your Apprenticeship, continuous service will be recognised for the calculation of annual leave and sickness allowance as detailed in paragraphs 10 and 11 below.

5. WORK LOCATION

- 5.1 Your work location will be as intimated to you in your Offer of Appointment. However, to meet service needs, and after consultation with you, the Council reserves the right as a term of your employment, to transfer you either temporarily or permanently to any other location within the geographical area of the Council as may be considered reasonable.

6. HEALTH AND SAFETY

- 6.1 You have a duty to take reasonable care for the health and safety of yourself and others while on the training programme. You will be provided with training on health and safety during your Induction and while on placement and you must ensure that you comply with all health and safety regulations. You also have a duty to report any concerns regarding health and safety to your workplace supervisor.

7. HOURS OF WORK

- 7.1 Your hours of work will be 37 hours per week to be worked as follows:

8.00 a.m. till 4.30 p.m. Monday (30 minutes unpaid lunch break); 8.00 a.m. till 4.00 p.m. Tuesday – Thursday (30 minutes unpaid lunch break); and 8.00 a.m. till 3.00 p.m. Friday (30 minutes unpaid lunch break). Based on service delivery requirements, all hours worked up to 37 hours, within these core hours will be paid at the apprentice hourly rate for the job.

8. PAY ADJUSTMENTS

- 8.1 Notification of future pay changes will be contained in your pay slip.

In the unlikely event of any overpayments being made to you due to any error, these will be recovered directly from your pay after consultation with you, and if necessary, your trade union. Similarly, repayment of any underpayments will be made directly into your pay. It is essential to notify your workplace supervisor if you suspect any error in payment whether this is an under or overpayment.

9. PENSION SCHEME

- 9.1 The Council is a member of the Strathclyde Pension Fund which operates in accordance with the Local Government Pension Scheme (Benefits, Membership and Contributions) (Scotland) Regulations (Scotland) 2008. If you are aged 16 and over with a contract for 13 weeks or more, you are automatically included in the Scheme unless you decide to opt out.

Should you require further information on the Scheme or information on opting out of the Scheme, please contact the Strathclyde Pension Fund Office, P.O. Box 27001, Glasgow, G2 9EW.

A contracting-out certificate, in accordance with the Social Security Pensions Act 1975 is in force in respect of the appropriate Local Government Pension Scheme and in respect of the employment category into which you fall.

10. HOLIDAYS AND OTHER LEAVE PROVISION

10.1 ANNUAL LEAVE

- (a) In your first year you are entitled to a proportion of 23 days annual leave and 10 days public holiday. The annual leave year is 1 January to 31 December. All leave must be taken within the period 1 January of the year to which it relates and 31 January of the following year. Any leave not taken by 31 January will be lost.

Thereafter, annual leave entitlement is based on completed years of continuous local government service at the commencement of the leave year as follows:-

No. of years service	No. of days leave	Floating days	Total
Less than 1 years service by 1 January	20	3	23
1 years service by 1 January	21	3	24
2 years service by 1 January	22	3	25
3 years service by 1 January	23	3	26
4 years service by 1 January	24	3	27

The 3 “floating” annual leave days will facilitate annual leave requirements where Council premises are closed during Christmas and New Year. For continuous service of less than 1 year, or broken service, the entitlement will be calculated, inclusive of the 3 floating days, on a pro rata basis as follows:

	Full Annual Leave Entitlement									
	20 days	21 days	22 days	23 days	24 days	25 days	26 days	27 days	28 days	
	+3	+3	+3	+3	+3	+3	+3	+3	+3	
Completed months of continuous service in current leave year	23	24	25	26	27	28	29	30	31	
1	2	2	2	2	2	2	2	3	3	
2	4	4	4	4	5	5	5	5	5	
3	6	6	6	6	7	7	7	8	8	
4	8	8	8	9	9	9	10	10	10	
5	10	10	10	11	11	12	12	13	13	
6	12	12	13	13	14	14	15	15	16	
7	13	14	15	15	16	16	17	18	18	
8	15	16	17	17	18	19	19	20	21	
9	17	18	19	20	20	21	22	23	23	
10	19	20	21	22	23	23	24	25	26	
11	21	22	23	24	25	26	27	28	28	

- (b) A "complete month" means the period between a date in one month and the immediately preceding date in the following month (e.g. 15 February to 14 March inclusive).

As annual leave, including floating days, is calculated in terms of days worked, you will be entitled to the leave with pay in proportion to the number of days worked per week.

- (c) If you leave the Council, for reasons other than dismissal for misconduct, you will be granted, prior to leaving, any proportion of annual leave due, as per the above tables. If however, at the request of the Council or through unavoidable circumstances such leave cannot be granted, you will be paid an allowance in lieu. In cases of dismissal on the grounds of misconduct, you are not entitled to any payment in lieu of annual leave subject to receiving the statutory minimum for service given, to the date of dismissal.

10.2 PUBLIC HOLIDAYS

1. In addition to annual leave, you will be granted 10 fixed public holidays per annum.
2. Public Holiday entitlement is proportionate to the number of days worked per week as follows:-

<i>No. of days worked per week</i>	<i>Pro rata public holiday entitlement</i>
1	2
2	4
3	6
4	8
5	10

Details of the dates of fixed public holidays will be issued each year to Directorates by Human Resources and published on the council intranet. The following public holidays are recognised:-

1 and 2 January (or the first 2 normal working days of the New Year)
 Good Friday
 Easter Monday
 First Monday in May
 Last Monday in May
 September (Gold Cup) Friday and Monday
 Christmas Day or next working day
 Boxing Day or next working day

10.3 OTHER LEAVE PROVISION

- (a) You will be granted time off to attend College. If you are unable to attend due to sickness absence, you must follow the reporting procedure detailed in paragraph 11 below. If you fail to follow this procedure, the Council may withhold pay for the hours of non-attendance. Any un-authorized absence from class may be dealt with under the Council's Disciplinary policy and procedure.
- (b) You should make any appointments such as with your doctor, dentist or optician outwith working hours. You need to ask permission from your workplace supervisor first and you may be asked to provide proof of attendance.

11. MAXIMISING ATTENDANCE POLICY

- 11.1 The Council has a policy for Maximising Attendance at Work which is designed to promote fairness, consistency and good practice in managing absence. To help us to manage your attendance at work you may be required to attend the Council's Occupational Health Service at any point during your programme. Failure to maintain an acceptable level of attendance may result in your position on this apprenticeship programme being terminated.

If you are unable to attend for any reason, you must make contact with your workplace supervisor in line with local arrangements which will be provided to you at Induction. You must then follow these procedures on each subsequent day of absence. You must also telephone the Employability and Skills Team to inform them of your absence. If you are unable to do so, you must get someone to do this for you.

If you are off sick you will normally receive sickness allowance and/or statutory sick pay as long as you have accrued 26 weeks continuous service with the Council and have followed the reporting absence procedure detailed below. The amount of sick pay you may receive will vary depending on your length of service.

In order to qualify for payment of sickness allowances, you must notify your workplace supervisor of any absence, on the 1st, 4th and 7th day of absence including the reason and likely length of absence, as soon as possible. It is your responsibility to make every effort to attend work. Where cover has to be organised, notification of absence must be prior to the normal start time. Sickness allowance may be suspended if you abuse the sickness scheme.

12. NOTICE PERIODS

- 12.1 The minimum periods of notice to be given by the Council are governed by the Employment Rights Act 1996 as follows:

<i>Period of Continuous Service</i>	<i>Period of Notice</i>
4 weeks or more but less than 2 years	1 week
2 years or more but less than 12 years	1 week for each year of continuous employment

- 12.2 Subject to the provisions referred to above and unless stated otherwise in the offer of appointment, if you wish to end your Apprenticeship programme, you are required to give a minimum of 4 weeks' notice in writing, If the Council wishes to end your Apprenticeship, this will be done giving you 4 weeks' notice. On termination of your agreement, you have the right to appeal this decision to the Executive Manager – People Directorate.

13. CALCULATION OF EARNINGS

- 13.1 Subject to the relevant apprenticeship pay rates, a day's pay can be calculated in one of two ways:
- Where the actual hours to be worked in a particular day are known, the calculation of a day's pay will be the hourly rate multiplied by the hours to be worked. This will apply for example when an employee requests unpaid leave or is taking strike action; or
 - Where the actual hours to be worked in a particular day are not known e.g. a payment in lieu of annual leave. In those circumstances the calculation of a day's pay will be the hourly rate x the average number of hours worked each day calculated over a normal work cycle.

14. GRIEVANCE PROCEDURES

- 14.1 The Council has a Grievance procedure in place to ensure that everyone is treated in a fair and consistent way. If you have any grievances regarding your employment at any time, you should bring your grievance to the attention of your workplace supervisor. It is expected that most complaints are resolved as quickly and as informally as possible. Subsequent steps are explained in the Grievance Procedures, a copy of which is available from Human Resources.

15. DISCIPLINARY PROCEDURES

- 15.1 The Council has a Discipline and Appeals procedure in place to ensure that everyone is treated in a fair and consistent way. Any unsatisfactory standard of performance and behaviour will be dealt with under this procedure, a copy of which is available from Human Resources.

16. COMMUNICATIONS POLICY AND USE OF ICT

- 16.1 The Council has produced guidance and policy documents on the use of Social

Media and ICT. You will receive further information on these at your Induction and the policies are available on the Council's intranet site. You must ensure that you comply with these. To ensure that the Council's ICT systems are not open to abuse, individual usage and content will be monitored. If a breach of these policies is identified, then this will be dealt with under the Disciplinary procedures.

Expected Standards of Conduct when using Social Media:

The Council has a list of restricted websites and prevents access to these sites from Council computers. The restricted list includes social networking sites and you should not attempt to access these from Council computers. The Council recognises that you have the right to express yourself freely when using social media outwith working hours. However, if you identify yourself as an Apprentice with the Council, you are expected to act in a manner which does not bring the Council into disrepute and act in a way that is consistent with the Council's values. You should be aware that the posting of certain information or comments, even in your own time and using your own equipment, may be in breach of the Council's Code of Conduct. This could result in disciplinary action up to and including dismissal in accordance with the Disciplinary policy and procedure

17. PERFORMANCE ASSESSMENT

- 17.1 You are expected to show commitment to your Apprenticeship and your progress will be regularly assessed and reviewed against set milestones to help you complete your VQ. Any failure to achieve the required level of performance would result in you being placed on a Performance Improvement Plan.

A Performance Improvement Plan is a positive method of making sure you receive the support and guidance, in a fair and consistent way to achieve the necessary standard of performance. It is used to address poor performance by recording the issues and the actions required to improve performance within an appropriate timescale. Please note however that consistent failure to:

- Perform or reach an acceptable level of progress;
- Maintain attendance and/or timekeeping at an acceptable level, or
- Adhere to the appropriate standards of behaviour,

may result in Disciplinary action being taken against you up to and including your removal from the Apprenticeship programme.

17.2 COMMITMENT

To help you achieve your qualification, the Council will:

- Arrange a suitable placement where you will receive training and develop skills that are relevant and appropriate to the qualification;
- Work with you to assess and review your performance throughout the programme;
- Allocate an experienced, qualified assessor and verifier to guide and support you through your training and to monitor and review your progress;
- Provide you with all the materials you need to complete your qualification; and
- Provide a range of employability training interventions.

In return we expect that you will:

- Show commitment to your apprenticeship through attending any relevant training courses;
- Achieve milestone targets set throughout the programme;
- Attend any meetings to review your attendance or progress;
- Maintain acceptable standards of timekeeping and attendance; and
- Maintain appropriate standards of behaviour.

If you fail to achieve your milestones or progress satisfactorily towards your qualification then we will provide you with extra help and support.

18. CHANGES TO TERMS AND CONDITIONS

- 18.1 Any queries on the terms and conditions applying to your apprenticeship programme should be raised with your workplace supervisor in the first instance or with Human Resources/Employability and Skills.

19. TRAVEL AND SUBSISTENCE

- 19.1 Travelling expenses incurred may be reimbursed for specific training events and you will be notified by your workplace supervisor when this is applicable.

20. NO SMOKING IN THE WORKPLACE

- 20.1 The Council, in recognition of the health risks associated with smoking, not only for smokers but also for passive smokers, operates a no smoking policy. This policy applies to all workplaces, public buildings and Council vehicles. Full details of the policy are available from Human Resources.

21. CHANGE OF HOME ADDRESS/TELEPHONE NUMBER

- 21.1 Any alteration to your home address and/or telephone number must be notified to the Employability and Skills Team on 01292 612301 who will in turn notify Human Resources. This information will also be sent to HMRC.

22. PAYMENT OF COUNCIL TAX

- 22.1 The Council has a duty to protect the public funds it administers and to this end, may use the information you have provided for payroll purposes within the authority to ensure proper and appropriate control of public funds. Consequently, Finance will wish to match employee records from the payroll system to the unified benefits system and to Council Tax records for which warrants have been issued.

23. USE OF PERSONAL INFORMATION

23.1 DATA PROTECTION

The Data Protection Act 1998 ensures the protection of individuals whose personal data is held or processed by the Council. During the programme you may have access to personal information in the course of your duties. In terms of the Act, you are bound to process all personal information fairly and lawfully and in accordance with the statutory rights of the individual. You must ensure that no personal information is disclosed unless a legitimate right of access exists. If you are unsure as to the correct method of dealing with a request for personal information, you should seek the advice of your workplace supervisor. Under no circumstances should you disclose personal information unless you are satisfied that a legitimate right of access exists.

24. EQUALITIES

- 24.1 The Council is an Equal Opportunities employer and through our policies aim to tackle all forms of discrimination and remove any barriers that affect the way disadvantaged groups and individuals get access to opportunities. We are committed to tackling all forms of unfair discrimination in relation to: age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, marriage and civil partnership. Full details of the policy can be found on the Council's intranet site.

25. CODE OF CONDUCT

- 25.1 The Council has a Code of Conduct which sets out the minimum standards expected of all staff. It is a condition of your placement that you comply with the Code. In particular, you must report any criminal charges or convictions which you incur during the programme to the Employability and Skills Team. Any serious breach of the Council's Code of Conduct will be dealt with under the Disciplinary policy. Should you have any difficulties in meeting the standards of the Code you should approach your workplace supervisor or your Employability and Skills Officer for advice and assistance. Information on the Council's Code of Conduct will be provided to you at Induction.

26. PERSONAL APPEARANCE

- 26.1 The way you look and dress for work can be just as important as the way you perform and behave. Whatever your role, you are representing the Council and it is important that you are always smart, clean and tidy, pay particular attention to personal hygiene and must wear any uniform or protective clothing when provided. Your workplace supervisor will give you details of the appropriate dress code.

27. NAME BADGE

- 27.1 You are required to wear your ID badge at all times during working hours, you must not damage, deface or alter it and you must not present your badge as proof of ID when not at work. Where appropriate, the Council may use the ID badge photo for internal communication and identification purposes, for example Lync and Re-Wired. *(Please Note – The photo will never be released out-with South Ayrshire Council, and will never be used for purposes other than internal communication and identification).*

On leaving employment with the Council, your ID must be returned or an amount equivalent to the value of the item will be deducted from your salary.

28. COMPLETION OF APPRENTICESHIP

- 28.1 During the last 3 months of your Apprenticeship, the Council will consult with you on whether or not it can offer employment on completion of your Apprenticeship. If the Council is unable to offer employment, you will be given advice and practical assistance about seeking employment elsewhere.
- 28.2 Council Property - Upon termination of your Apprenticeship, you are required to return all Council Property e.g. ID badge, PPE, tools and equipment as applicable.

The above summary of the terms and conditions that apply to your Apprenticeship is prepared for guidance only and reference should be made to the conditions as detailed in paragraph 1.