south AYRSHIRE COUNCIL
Comhairle Siorrachd Àir a Deas
Making a Difference Every Day

SCHEDULE OF TERMS AND CONDITIONS AND TRAINING AGREEMENT
MODERN APPRENTICESHIP LEVEL 2 – BUSINESS AND ADMINISTRATION

GENERAL INFORMATION:

1. SCOPE AND PURPOSE

This document outlines the terms and conditions and training agreement for Modern Apprenticeships (MAs). It also outlines the support you will be given to help you to achieve your MA 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 time on the programme. If any changes are made to your terms and conditions, these will be notified to you in writing. This document should be read within the context of the Council's policies and procedures, in particular the Terms and Conditions of Employment and the Framework for Managing Employability Programmes.

TERMS AND CONDITIONS:

1. CONDITIONS OF SERVICE

The MA Programme is managed by the Thriving Communities Employability Team. During your time on the programme a Thriving Communities Employability Officer will be responsible for your progress and achievements. You will be required to attend meetings with this Officer to review your progress. You will also be required to attend a range of training courses in relation to your vocational programme and to enhance your employability skills more generally. If you have any questions in relation to your terms and conditions you should discuss these with the Thriving Communities Employability Officer.

Your terms and conditions are in compliance with Skills Development Scotland Programme Rules and terms and conditions determined by South Ayrshire Council. Details of these are contained within this document and will also be covered during Induction.

2. PROGRAMME DURATION

The Modern Apprenticeship is based on a fixed term training agreement for a period of up to 12 months.

3. PLACEMENT

You will be placed within a Council service for the duration of your training programme. To ensure you are able to access the appropriate level of skills and practical experience your placement may change during the course of the Apprenticeship.

4. HOURS OF WORK

Your placement will be for 35 hours 5 days per week, Monday to Friday. Your start and finish times will be in accordance with service requirements and will be provided to you at induction. If you are required to work a shift pattern, any variation to the established pattern of work will be subject to adequate notice.

5. PAY FREQUENCY

You will be paid monthly by credit transfer into your bank account.

6. OVERPAYMENTS

In the unlikely event that you receive an overpayment due to any error, this will be recovered directly from your pay in line with the Council's agreed repayment process. You should notify your workplace supervisor straight away if you suspect there has been a mistake with your pay. At the end of the training period, the Council reserves the right to recover any amount due from your final pay.

7. HEALTH AND SAFETY

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.

8. PENSION SCHEME

The Council is a member of the Strathclyde Pension Fund which operates in accordance with the Local Government Pension Scheme (Scotland) Regulations 2014. If you wish to join the pension scheme, please email Pensions@south-ayrshire.gov.uk who will arrange for further information and the relevant forms to be sent to you.

9. HOLIDAY ENTITLEMENT AND OTHER LEAVE PROVISIONS

The Council's leave year is 1 January to 31 December.

You are entitled to 24 days paid annual leave, 3 of which should be reserved for the closure of the services during the Christmas period. You are also entitled to 10 days public holiday, you will be notified of the arrangements for public holidays within the service in which you are placed.

Annual leave days are converted to hours on the Council's HR and payroll system FUSION. For calculation and conversion purposes only, the conversion of annual leave entitlement from days to hours, is based on an average value of 7 hours for a 35 hour employee. **When annual leave is requested, a day's leave will be the actual number of hours you are scheduled to work that day.**

Details of this are set out in the table below. If you are unsure what leave you are entitled to you should clarify this with the Thriving Communities Employability Team. All leave must be authorised by your workplace supervisor and notified to the Thriving Communities Employability Team on 01292 612301.

Annual Leave												
Completed Months of Employment	1	2	3	4	5	6	7	8	9	10	11	12
Entitlement in Days (and Hours)	2 (14hr)	4 (28hr)	6 (42hr)	8 (56hr)	10 (70hr)	12 (84hr)	14 (98hr)	16 (112hr)	18 (126hr)	20 (140hr)	22 (154hr)	24 (168hr)

All annual leave entitlement **must** be taken prior to your termination date. You will not be paid for any holidays you do not take.

You are also entitled to take time off to attend an interview with the Council, to attend training or to attend meetings in relation to your progress on the programme. You should try to ensure that any other appointments such as with a doctor, dentist or optician take place outwith working hours.

10. ATTENDANCE

The Council has a policy for Maximising Attendance at Work which is designed to promote fairness, consistency and good practice in managing staff absence. This policy should be read in conjunction with The Framework for Managing Employability programmes which has been developed to ensure consistent and fair treatment for MAs whilst also recognising the constraints that short term, funded, outcome based programmes can have on the application of formal policies and procedures.

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 training 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. If you are unable to do so, you must get someone to do this for you. If you have access to self - service on Oracle FUSION, you must also record the start and finish of sickness absence on this system. If you are unable to do this, your supervisor should do this for you. Reference guides on how to make these changes are available on the Council's intranet site – the Core.

If your absence extends beyond 7 days, you will also be required to provide an assessment of fitness for work from your Doctor.

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 above. The amount of sick pay you may receive will vary depending on your length of service.

11. DISCIPLINE AND GRIEVANCE

The Council is committed to achieving fairness and equity in the treatment of individual employees in relation to their performance at work. This also extends to individuals who take part in work experience or apprenticeship programmes. Whilst MAs are required to comply with all relevant policies, some minor changes are

required to the application of the policies on Grievance and Discipline that facilitate the delivery of work experience and apprenticeship programmes without compromising the required compliance arrangements that are commonly attributed to external funding, usually in relation to attendance and progress with skills development or qualifications. The Framework for Managing Work Experience and Apprenticeship programmes has been developed to ensure consistent and fair treatment for MAs whilst also recognising the constraints that short term, funded, outcome based programmes can have on the application of formal policies and procedures. Therefore although these policies apply to MAs they should be read in conjunction with this framework.

12. COMMUNICATIONS POLICY AND USE OF ICT

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 – the Core. 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 a Modern 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

13. TRAVEL AND SUBSISTENCE

Travelling expenses, usually in the form of a reimbursement of public transport costs or a travel pass will be provided if you are required to attend any training event or meeting in relation to your Apprenticeship.

14. NO SMOKING IN THE WORKPLACE

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. Details of the policy can be found on the Council's Intranet site – the Core.

15. CHANGE OF HOME ADDRESS/TELEPHONE NUMBER

Any alteration to your home address and/or telephone number must be notified to the Thriving Communities Employability Team on 01292 612301 and updated using self-service on Oracle FUSION. This information will also be sent to HMRC.

Reference guides on how to make these changes are available on the Council's intranet site – the Core.

16. PAYMENT OF COUNCIL TAX

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, records from the payroll system will be cross referenced to the Benefits system and to Council Tax records to monitor any incorrect or potentially fraudulent activity.

17. DATA PROTECTION AND GDPR

The Data Protection Act 2018 controls how your personal information is used by the Council. The Data Protection Act 2018 is the UK's implementation of the General Data Protection Regulation (GDPR).

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.

18. EQUALITIES

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 – the Core.

19. CODE OF CONDUCT

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 Thriving Communities Employability 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 Thriving Communities Employability Officer for advice and assistance. Information on the Council's Code of Conduct will be provided to you at Induction.

20. NOTICE PERIODS

If you wish to end your training agreement, you are required to give the Council one weeks' notice.

If the Council decided to end the training agreement for any reason, this will be done giving one weeks' notice. On termination of your agreement, you have the right to appeal this decision to the Service Lead – Thriving Communities.

21. YOUR TRAINING PLAN

Your Thriving Communities Employability Officer will develop a training plan which sets out the goals and targets you are expected to achieve. This will include the SVQ Level 2 Business and Administration at SCQF Level 5, and a range of other courses related to your SVQ. In addition, a range of other courses and practical training and experiential opportunities may be identified throughout the programme which will be considered relevant to your personal development. These are all mandatory elements of your training plan.

22. COMMITMENT

To help you achieve your MA, 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 MA 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 VQ then we will provide you with extra help and support.

We will carry out formal reviews every 13 weeks on your training programme to review your attendance, disciplinary record and progress towards your MA and consider whether you need further support. Any failure to achieve the required level of performance would result in you being placed on a Performance Improvement Plan. This is a positive method of making sure you receive support and guidance, in a fair and consistent way to achieve the necessary standard of performance. However consistent failure to perform or reach an acceptable level of progress, maintain attendance and / or timekeeping at an acceptable level, or a failure to adhere to the appropriate standards of behaviour, may result in disciplinary action being taken against you, up to and including your removal from the programme.

23. PERSONAL APPEARANCE

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 wear any uniform or protective clothing when provided. Your workplace supervisor will give you details of the appropriate dress code.

24. NAME BADGE

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 allowance.

25. AT THE END OF YOUR TRAINING PERIOD

Throughout your training period we will support you to apply for jobs within the Council. If you apply for a vacancy, your application will be assessed in line with our normal Recruitment and Selection Policy and Procedure. Please note that you are not automatically guaranteed an interview. If you are successful in securing a job with the Council and it is within the same area as your Modern Apprenticeship, you will be required to continue to complete your vocational training programme whilst working in your new post.

South Ayrshire Council gives no guarantee of continued employment. On completion of the fixed term of your training agreement if you have not secured employment with the Council, your contract will be terminated, however you will remain eligible to apply for council vacancies for a 6 month period following the end of your training programme.

However on successful achievement of the Level 2 qualification, there may be an opportunity to progress to a Level 3 Modern Apprenticeship, The Thriving Communities Employability Team will provide further guidance of this is appropriate.

The above summary of your terms and conditions of service is prepared for guidance only and should not be interpreted to supersede the Council's full terms and conditions as referred to in paragraph 1 of this Schedule.