

Conditions of Employment

KTP Associates



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, Privy Council.

The University Court recognises the Strathclyde University and Colleges Union (SUCU) as the sole body with which it will negotiate and consult on all collective issues concerned with the terms and conditions of employment of Research staff. Such terms and conditions may be varied by the University Court after negotiation and consultation with SUCU.

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.

Further information on the terms and conditions specified in this document is contained in the Staff Handbook, which also includes further details of such conditions as provision for sick/injury leave and pay, leave of absence, holidays and holiday pay, individual grievance procedures, review and disciplinary procedures and collective agreements. Should you not receive a copy of the handbook on appointment a reference copy is accessible by visiting Human Resources.

2. CONTINUOUS SERVICE

In the case of new appointments, unless otherwise stated in the letter of appointment, the date of continuous employment for the purposes of statutory employment rights will be taken to be the date of appointment contained therein. In the case of promotions, regradings or transfers, previous service is continuous.

3. ALLOCATION OF POST

The post to which each member of staff is appointed is allocated to both the University Department and/or other area(s), and the Company Partner named in the member's letter of appointment and any accompanying papers. Should the University Court and/or the Company Partner deem it necessary, in the furtherance of the objectives of the University (specified in its Charter) and/ or the objectives of the Company Partner, they shall, having consulted with the parties concerned and having received the advice of the Senate, re-allocate the post and/or the duties pertaining partially or wholly to it to another University department or area and/or to another Company Partner Department or to an associated Company. Any such re-allocation will be without prejudice to the other conditions of employment of the holder.

If the need arises during the course of employment for members of staff to work outside the U.K. for a period (or periods) of more than one month then such arrangements will be subject to mutual agreement. Members of staff would then be provided with a statement in advance setting out the terms covering such periods of employment.

4. RESPONSIBILITY AND SERVICE

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

<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.

Each member of staff is responsible for the proper performance of allocated duties to the person or persons specified in the member's letter and any accompanying papers. Unless otherwise indicated.

5. WORKING TIME

Working time is that required to fulfil the duties of the post and members of staff are expected to comply with the general working pattern of the KTP Company Partner. Further details in relation to working hours will be provided within the offer of employment and/or by the Company Partner on commencement of employment.

6. HOLIDAYS

Entitlement to accrue paid annual holiday will apply from the date of commencement and the accrual rate will be as per the provisions of the KTP Company Partner, Public Holidays will only apply where they are observed by Company Partner and it may be that these have to be taken from the annual leave entitlement where the Company does not apply a separate entitlement in this regard. Where Public Holidays are not observed by the Company Partner, these days may still be taken from the annual holiday entitlement, subject to authorisation. In cases where the Company Partner operates a period of annual closedown, these days may count against the accrued annual holiday entitlement, subject to the normal practices of the Company Partner. Further details and arrangements for requesting leave will be confirmed within the Offer of Employment and/or by the Company Partner on commencement of employment.

7. SICK LEAVE

During any period of absence through illness or injury provided the appropriate medical certificates are received 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 Health and Social Security. For this and other details see staff handbook.

8. SALARY AND SUPERANNUATION

Salaries are payable monthly by means of a credit transfer to a specified bank account.

If you are under age 75 at the date your appointment commences you will automatically become a member of the pension scheme operated by the University – the Universities Superannuation Scheme (USS). You will be admitted to the career revalued benefits scheme called the USS

Retirement Income Builder, the contribution rate that currently applies is 9.8% of pensionable salary. A threshold applies to the maximum salary that counts towards the USS Retirement Income Builder. The current threshold from 1 April 2021 is £59,883.65 per year, from 1 April 2022 the threshold will reduce to £40,000 per year. Contributions based on salary above the monthly equivalent rate of the threshold are paid to the defined contribution section of the scheme called the USS Investment Builder. Information regarding USS can be found in the scheme booklet located on the website: https://www.uss.co.uk/-/media/Project/USSMainSite/Files/For_members/Guides/Your_guide_to_Universities_Superannuation_Scheme.pdf. The scheme booklet is called 'Your Guide to the Universities Superannuation Scheme'.

The University operates a salary exchange arrangement, Pensions Plus, for members of the USS. Pensions Plus enables pension contributions to be made in a manner so that both employees and the University can benefit from available National Insurance Contribution savings. You will be automatically included in Pensions Plus, provided it does not adversely affect your take-home pay or your ability to claim certain state benefits. If your earnings fall below the Pension Plus pay protection limit you will be opted out of Pension Plus. This will not affect your membership of the USS.

New members of staff may opt out of USS within three months of taking up appointment and will then be treated as if they had never been a member of the scheme. After three months members of staff who wish to withdraw from USS during their employment will be required to give a minimum of 28 days' notice in writing to the University. Any member of staff who wishes to opt out should contact the Pensions Section, Finance, in the first instance (pensions@strath.ac.uk). Please note that if you are a member of Pensions Plus and withdraw from USS with less than two years of membership, or cease employment with the University and have less than two years of USS membership, the option of a refund of pension contributions will not be available to you. Instead, USS must provide you with a pension benefit that is payable from your Normal Pension Age. Regardless of whether you participate in Pensions Plus, if you are a member of the pension scheme for two years or more you are not entitled to a refund of pension contributions on leaving the scheme, you will be entitled to a pension benefit.

The University reserves the right to alter or withdraw Pensions Plus as it sees fit or as required to comply with legislative changes. Withdrawal or amendment of Pensions Plus will not affect your membership of USS. If you do not wish to participate in Pensions Plus but wish to remain in the pension scheme please contact the Pensions Team who will provide you with a non-participation form.

Information regarding pension scheme membership can be found on the Pensions pages of the University's website. Full information regarding USS can be found on the USS website – www.uss.co.uk

9. PLACE OF RESIDENCE

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

10. PERIOD OF EMPLOYMENT

Members of staff are employed on the conditions indicated in individual letters of appointment and any accompanying papers. The University is not obliged to give notice of termination or continue any employment beyond the end of the fixed term period. Where the period of the contract of employment is for one year or less it may be terminated short of the fixed term period by 1 month's notice on either side. Where the period of the contract of employment is for more than one year, or where there have been a further contract or series of contracts immediately consecutive, the employment may be terminated short of the fixed term period by 3 months' notice on either side, except during the probationary period when the notice period is one month.

11. NOTICE AND TERMINATION

The employment of a member of staff is terminable by at least three months' notice in writing, on either side; except during probationary period when the notice period is one month. If notice is being given by a member of staff earlier release may be granted if this can be arranged without detriment to the work of the department or area. If the appointment is for a fixed term it will expire at the end of the period without the necessity for notice. Fixed term contracts may be terminated by either party short of the expiry date by the serving of one months' notice in writing. The University is not obliged to continue a fixed term appointment beyond the employment period.

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