

**STATEMENT OF MAIN TERMS AND CONDITIONS OF EMPLOYMENT  
(PURSUANT TO THE EMPLOYMENT RIGHTS ACT 1996)**

The main terms and conditions governing your employment with Dumfries & Galloway Citizens Advice Service, referred to herein as 'D&G CAS' or 'Employer' or 'Organisation', are laid out in this document.

**1. Table 1**

Employer:	Dumfries & Galloway Citizens Advice Service. Head Office currently located at 81-85 Irish St, Dumfries, DG1 2PQ.
Employee:	
Employee Home Address:	
Date of issue:	
Effective date of this contract:	
Date continuous employment began:	
Employment end date:	. Employment may be terminated earlier than this date by either party providing contractual notice.
Normal place of work:	
Job title:	
Reporting to:	
SCQF level & spinal point:	
Annual Salary for Full Time Equivalent ('FTE'):	
FTE (1=35 hours per week):	
Actual Salary (based on FTE):	
Contracted hours per week:	
Normal working days:	
Normal working hours:	

Unpaid breaks (excluded from contracted hours per week):	1 hour per day, times to be agreed with line manager
Notice period (outside probation period) by the employee:	4 weeks
Notice period (outside probation period) by the employer:	4 weeks or the statutory minimum whichever is greater
Annual leave entitlement (for a full holiday year):	29 floating days 7 fixed days

The above table must read in conjunction with the rest of this document.

## 2. Additional Conditions of Employment

This post is conditional on funding. In the event that funding ends or transfers to another organisation it may be necessary to give consideration to transfer of employment to a new provider, redeployment within the organisation, or termination of employment.

Your continuing employment with the organisation is subject to you obtaining and retaining the 'essential' qualifications/accreditations/clearance checks as listed on the person specification for this post. [In cases of Disclosure Scotland 'basic disclosure' checks are made by the organisation every 3 years and you are required to comply with the application process]. The organisation also expects that you have had the work experience that you have stated on your application form/CV or at your interview. The organisation reserves the right to terminate your employment, with or without notice or payment in lieu, in any case where it is discovered that you do not have the said qualification/accreditation/clearance or declared experience, or where for whatever reason you fail to acquire any appropriate examination or licence or become disbarred from the appropriate regulatory body or authority.

This offer is subject to the conditions laid out in the accompanying offer letter.

It is a condition of your employment that you inform a member of the SMT if you are convicted of any criminal offence. The organisation reserves the right to terminate your employment, with or without notice or payment in lieu, in any case where it is discovered that you have an unspent conviction. Spent convictions do not have to be declared as the job is not one covered by the Exceptions Order.

The first 3 months of your employment will be a probationary period. We reserve the right to extend your probationary period beyond this initial period. We shall have the right for any reason to terminate your employment on one week's notice or one week's pay in lieu of notice at any time during or at the end of this probationary period. No notice is required in cases of gross misconduct leading to summary dismissal.

### **Requirement for a Driving License**

It is an essential condition of your employment that you hold and continue to hold a current, valid UK driving licence. You may be requested to produce this at any time upon reasonable notice. If you have any endorsements or "points" on your current driving licence, these must be reported to the organisation.

Should you receive any criminal convictions for any motoring offences you must report the date and details to your line manager immediately.

If you lose your driving licence through a conviction, this must be reported immediately to your line manager. Depending on the circumstances, following investigation, this may result in the termination of your employment.

### **3. Continuous Employment**

This is shown at Table 1. No other period of employment will be taken into account in calculating any period of continuous employment. For sake of clarity, there is no continuity of service if you move to or from another Citizens Advice Service.

### **4. Duties and Responsibilities**

Your job title is shown at Table 1. Your line manager will prescribe your duties and responsibilities. Please refer to your Job Description (which is non-contractual) for further details. The Job Description for the post is a general statement about the nature of the job at the current time. It will be reviewed regularly as required and can be expected to change as D&G CAS's circumstances change. You will be required to undertake additional or other duties as necessary to meet the needs of the business of D&G CAS.

### **5. Normal place of work**

Your normal place of work is shown at Table 1 but D&G CAS reserves the right to change this to within a reasonable distance of your normal place of work.

You may be required to work at other locations (normally within Dumfries and Galloway) from time to time or on a longer term basis.

You may be required to travel for work purposes, for example to attend meetings or events or to deliver services, normally within Dumfries and Galloway or the surrounding area but occasionally further afield.

### **6. Salary**

Your annual salary is shown at Table 1.

Your salary will be paid monthly, direct to your bank or building society account. Payment will normally be made on the 27th of each month; when this date falls at a weekend or public holiday, then the payment will be made on the nearest preceding working day.

Payment is made for the current calendar month. Where an amendment is required ie a deduction or addition, we will try and make this in the current month, and failing that, will make it within the next month.

### **Inflationary Award**

An inflationary award is normally considered by the Board of Directors annually. Consideration of an inflationary award does not guarantee an increase, awards are entirely at the discretion of the organisation.

### **Incremental Progression**

On an annual basis, an employee who has served at least six months in post will be assessed for a salary increment of one move up the scale. This will be done until an employee has reached the top of her/his salary scale.

Employees who do not meet performance and behaviour requirements may not receive an incremental increase.

The organisation reserves the right to amend the pay review scheme at any time without notice.

## **7. Hours of Work**

Your contracted hours per week, normal start and finish times and unpaid break duration are shown at Table 1. We reserve the right to amend your working hours where appropriate, this may include a change to your start and finish times, break times, or the days or number of days that you work during the calendar week.

You may be required to work in excess of normal working hours from time to time where the demands of your role require you to do so. If you are requested to work additional hours, you will normally be compensated for working such additional hours by being allowed time off in lieu or any other such system that is in operation at the time, provided that these additional hours are authorised in advance by your line manager. Further details are available in the non-contractual Staff Handbook.

## **8. Annual Leave Entitlement**

The leave year runs from 1 April to 31 March. Your holiday entitlement is shown at Table 1. Your holiday entitlement is made up of floating days and fixed days.

For an employee who works full time there are 29 floating days and 7 fixed days, making a total of 36 days in a full holiday year.

The fixed days are 1 January, 2 January, Good Friday, Easter Monday, May Day Holiday, Christmas Day and Boxing Day. If any of these days fall on a weekend, an alternative day will become the fixed holiday.

If you are required to work on one of the fixed days listed above due to operational requirements, you will be entitled to take a day off in lieu at another time to be agreed with your line manager.

Employees who work part time will have their full holiday entitlement pro-rated depending on the number of hours per week that they work, the calculation is based on a full-time member of staff receiving 252 hours of annual leave in total. The calculation is shown in the non-contractual Staff Handbook. Fixed holidays that fall part of the part time employee's normal working pattern should be set

aside out of the annual leave entitlement, by the employee, at the start of the holiday year.

Contractual pay is paid during holiday periods.

Leave entitlement in the first year of employment is calculated on a pro-rata basis as detailed in the Annual Leave Policy.

There is no automatic entitlement to annual leave being carried forward into the next leave year. In some circumstances, and with prior agreement from a member of the SMT, a maximum of 5 days annual leave for full time employees, (pro rata for employees who work part time) may be carried forward into the next holiday year. This leave must be taken within two months of the new holiday year.

Pay will be recovered via the payroll where annual leave taken at the date of leaving is greater than the accrued annual leave entitlement. The organisation reserves the right to insist on outstanding annual leave to be taken during the notice period if this is operationally feasible. If this is not possible, outstanding annual leave entitlement will be paid via payroll in the employee's final payment.

If an employee takes certified sick leave on what had otherwise been booked as a floating annual leave day, the employee can recover this time and choose to take it at a later date (in line with the normal annual leave request process). To do so they must write to their line manager. Please note - only GP certified periods of sickness absence can be recovered against floating annual leave entitlement. Time back cannot be recovered if an employee is sick on a fixed day of annual leave, subject to the requirements of the Working Time Regulations.

Employees will receive an Annual Leave Card, on appointment, and thereafter annually. Annual leave requests must be authorised by the Line Manager (normally at least one month in advance) and details of each leave period forwarded to Payroll.

Further details are contained within the non-contractual Staff Handbook - Annual Leave section.

## **9. Collective Agreements**

The organisation currently recognises Unite the Union as the sole collective bargaining agent with regards to certain purposes. A copy of the agreement is available on the IT System's Policy & Procedures Drive.

## **10. Notice Period and Termination of Employment**

With the exception of during the probationary period, the notice period required by the employee is shown at Table 1. The notice period required by the employer is shown at Table 1 and will be the duration shown at Table 1, or the statutory notice period, whichever is greater. Statutory notice is 1 week for each complete year of service up to a maximum of 12 weeks. D&G CAS reserves the right to terminate your employment with immediate effect by notifying you that it is exercising its right to do so; in such an event, you will be paid in lieu of notice at basic salary rate. For the avoidance of doubt, you will not be entitled to pay in lieu of any benefits which you would otherwise have received during your notice period.

Nothing in these terms and conditions of employment shall prevent us from terminating your employment without notice or salary in lieu of notice in the event of gross misconduct or if you commit a serious breach of your obligations as an employee. In the event that such is discovered by D&G CAS after the termination of your employment then: (i) if payment in lieu of notice has not yet been paid, it will no longer fall due for payment; and (ii) if payment in lieu of notice has already been paid, then it will be immediately repayable by you to D&G CAS on demand with interest accruing at the judicial rate from time to time in force from the date of such demand.

We may request during all or part of your period of notice that you do not attend the workplace and refrain from making contact with employees, clients, funders or suppliers, which period shall be known as Garden Leave. We reserve the right to require you to undertake special projects during your period of notice or may at its discretion assign you with no duties during all or part of this period.

Where an employee fails to work the full contractual notice period without prior authorisation from the organisation, the employee will not be paid for the portion of the notice period that has not been worked. The organisation may also refer to this in any reference given on the employee's behalf. The organisation may deduct from the employee's final pay any costs incurred as a result of the employee failing to work his/her full notice period.

## **11. Absence reporting**

You are required to contact your line manager or another manager by 9am or at the earliest opportunity thereafter. This should take the form of direct verbal contact with the manager. Texting, answer phone message or e-mail is not acceptable. You should give a clear indication of the nature of the illness (or other reason for absence) and the likely return date.

After the first notification of absence it is your responsibility to contact your manager or deputy every day unless other reporting arrangements have been advised by management. In the event of long term absence other reporting arrangements will be put in place.

Please refer to the non-contractual Staff Handbook ('Absence due to Sickness' and 'Absence due to Other Reasons') for further details on absence and absence management.

## 12. Company Sick Pay

Employees engaged prior to 1 April 2018, who are on sick leave, will have entitlement to Company Sick pay (subject to conditions laid out below and in the non-contractual Staff Handbook) as follows:

<b>Full contractual pay</b>	<b>Half contractual pay</b>
3 months	3 months

Employees, who are on sick leave, will have entitlement to Company Sick pay (subject to conditions laid out below and in the non-contractual Staff Handbook) as follows:

<b>Continuous service</b>	<b>Full pay</b>	<b>Half pay</b>
<1 year	Nil	Nil
1 year to <2 years	1 month	1 month
2 years to <3 years	2 months	2 months
3 years and over	3 months	3 months

Company sick pay, where eligible, provided the employee complies with absence reporting requirements, is paid from Day 1. In calculating the level and period of company sick pay due to the employee, the 12 months preceding the start of the current sickness spell will be reviewed. All spells of company sick pay will be totalled in length. This will be offset firstly against the full allowance entitlement, then any balance against the half allowance entitlement. The remainder will determine maximum payments which can be made in respect of the current sickness absence.

In addition to Company sick pay provisions above or where company sick pay is not applicable or has been exhausted, employees may be entitled to statutory sick pay (SSP) during absence as a result of sickness or injury, provided they meet the criteria laid out in the SSP Regulations.

Please refer to the non-contractual Staff Handbook ('Absence due to Sickness' and 'Absence due to Other Reasons') for further details.

## 13. Discipline, Appeals, Grievance

Details of the current procedures are detailed within the non-contractual Staff Handbook. In order to investigate a complaint of misconduct or negligence we are entitled to suspend you on full pay for so long as may be necessary to carry out a proper investigation and hold a disciplinary hearing, or otherwise to make any enquiries which we consider appropriate. Such notice will specify the dates of your suspension and the conditions applicable to your suspension.

You are encouraged to raise matters about which you may feel unhappy with your line manager in order that any problems can be resolved. Issues affecting the application of terms and conditions of employment and general employment issues

that you may feel aggrieved about should be raised in terms of D&G CAS's Grievance Policy, which can be found in the non-contractual Staff Handbook.

## **14. Pension**

D&G CAS will comply with the employer pension duties in respect of the Employee in accordance with Part 1 of the Pensions Act 2008. Further details are contained within the non-contractual Staff Handbook.

## **15. Sums Due to D&G CAS**

D&G CAS will make deductions from your salary or any other sums otherwise payable to you in relation to any sums due by you to D&G CAS including (but not limited to) any overpayments or loans made by D&G CAS to you or losses suffered by D&G CAS as a result of your negligence or breach of D&G CAS's rules. Your signature on this document denotes your consent to this.

## **16. Travel and Expenses**

Details are contained within the non-contractual Staff Handbook.

## **17. Bribery and Corruption**

We take a zero tolerance approach to bribery and corruption. Any instances of bribery or corruption will be treated as a disciplinary matter and may result in the summary termination of your employment. If you suspect that bribery or corruption may be taking place this should immediately be disclosed to your manager. Details regarding gifts and hospitality etc are contained within the non-contractual Staff Handbook.

## **18. Health & Safety**

You are required to conform to D&G CAS's Health & Safety Policy and rules. An abbreviated version of the Health & Safety Policy is available in the non-contractual Staff Handbook. The full version of the Policy is made available to employees during induction.

## **19. Other Employment**

You must devote the whole of your time, attention and abilities during your hours of work for D&G CAS to your duties for D&G CAS. You may not, under any circumstances, whether directly or indirectly undertake any other duties of whatever kind, during your hours of work for us.

You are not allowed without specific written consent of the Chief Executive to be an employee, owner or partner in any other business activity, paid or unpaid, outside the organisation. Failure to request consent may result in your employment being terminated.

Consent can be given provided that the secondary activity in question cannot be regarded as a competing act or conflict of interest which violates good business conduct and that does not hinder your ability to work for the organisation.

You must not enter into any contract or partnership with funding implications that may involve the organisation in a conflict of interest. With the exception of the Chief Executive, staff may not enter into any financial undertaking, which may have legal or financial implications for the organisation. If in doubt, employees should contact their line manager.

## **20. Confidentiality**

You may not disclose any trade secrets or other information of a confidential nature relating to D&G CAS or any person using D&G CAS's service or in respect of which D&G CAS owes an obligation of confidence to any third party (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, products, affairs and finances of D&G CAS for the time being confidential to D&G CAS and trade secrets including, without limitation, technical data and know-how relating to the business of D&G CAS or any of its suppliers, clients, agents, distributors, shareholders or management, including (but not limited to) information that you created, developed, received or obtained in connection with your employment, whether or not such information (if in anything other than oral form) is marked confidential) ("Confidential Information") during or after your employment has terminated except as required by law or where permitted and appropriate under the organisation's Whistleblowing Policy, or where authorised by the Board of Directors.

You must not remove any Confidential Information from D&G CAS's premises at any time without proper advanced authorisation.

You must, if requested by D&G CAS and, in any event on the termination of your employment, return to D&G CAS all property (for example keys, passes, ID cards, IT and phone equipment etc) and documents (whether paper, electronic or otherwise) belonging to D&G CAS which are in your possession or under your control including copies of any such property or documents.

You must, if requested by D&G CAS, delete all Confidential Information from any re-useable material and destroy all other documents and tangible items which contain or refer to any Confidential Information which are in your possession or under your control.

Whilst you are in D&G CAS's employment, and thereafter, you have a duty of care towards D&G CAS to protect its reputation and not to do anything which might damage its reputation or lower its standing in the minds of others. For that reason, you undertake not to do any act or thing in any media whatsoever that might reasonably be expected would damage the business, interests or reputation of D&G CAS or any Group Company. This includes making any direct or indirect references to D&G CAS and/or any Group Company or any of its or their directors and employees in any online blog, or on any social or professional networking site or social media site (for example, but not limited to Facebook, LinkedIn and Twitter).

## **21. Changes in Your Terms of Employment**

We reserve the right to make any reasonable changes to any of your terms and conditions of employment.

You will be notified of minor changes of detail by way of general notice to all employees of any such changes to take effect from the date of the notice.

You will be given not less than one month's written notice of any significant changes which may be given by way of an individual notice or general notice to all employees. Such changes will be deemed to be accepted unless you notify us of any objection in writing before the expiry of the notice period.

## **22. Governing Law & Jurisdiction**

This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.

The parties irrevocably agree that the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this contract or its subject matter or formation (including non-contractual disputes or claims).

## **23. Miscellaneous**

You are required to adhere to the policies, procedures and rules of D&G CAS, most of which are outlined in the non-contractual Staff Handbook. Further rules etc may be published separately but you will be made aware of them, normally by the SMT or your line manager. The non-contractual Staff Handbook is located on the IT System's Policies and Procedures Drive; if you have any queries about this please contact your line manager or a member of the SMT.

## **24. Data Protection**

The bureau collects and processes certain types of data about you and does so in line with the General Data Protection Regulation and the Data Protection Act in force from time to time. Please read the bureau's Privacy Notice which can be found <https://www.dagcas.org/privacy-and-cookie-policy> for more information about the types of data processed and the reasons for the processing.

You shall make yourself aware of the bureau's policies on data protection with regard to data processing undertaken by you in the course of your duties and act in accordance with those policies at all times. Failure to do so may result in disciplinary action being taken against you, up to and including dismissal.

We hope you find this offer satisfactory and would be pleased if you would confirm acceptance by signing the enclosed copy and returning it to us along with any other required documentation.

Finally, may I wish you every success with the organisation.

Signed on behalf of D&G CAS: \_\_\_\_\_

Job Title: Chief Executive

Date: \_\_\_\_\_

I accept the above terms and conditions of employment.

Signed:

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Print Name:

Date:

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