

## **TERMS AND CONDITIONS OF EMPLOYMENT**

**DUTIES: SEE APPENDIX 1 SALARY:** Paid calendar monthly the last working day of each month by BACS. This post is subject to project funding **DURATION: HOLIDAYS:** 20 days per annum pro rata for the first part of year up to the end of March and first full year April - March plus the usual public holidays. Thereafter 1 extra days holiday pro rata for each year will be awarded up to a maximum of 25 days. SICKNESS ALLOWANCE: If you are prevented by illness from reporting for duty, you should notify the H.R. Department in the first instance and if unavailable your Line Manager. Your entitlement to pay during absence through illness is set out below and is subject to reduction in respect of aggregate of sickness absences during the 12 months immediately preceding the first day of sickness. Length of Service up to one year: 10 days full pay 15 days full pay Length of Service 1-2 years: Length of Service 2-3 years: 20 days full pay Length of Service 3-4 years: 25 days full pay Length of Service 4-5 years: 30 days full pay Over 5 years service: 90 days full pay After full pay entitlement employees will be paid up to 28 weeks SSP for 28 weeks in any three year period No Sickness entitlement is paid whilst on probationary period. An employee who is in receipt of sick pay (including Statutory Sick Pay) is prohibited from undertaking any form of paid alternative employment, self employment

or voluntary work. Any breach of this rule will be regarded as gross misconduct which could result in dismissal. **TERMINATION:** The post may be terminated by either party with three calendar months' notice (this maybe sooner by mutual agreement). Termination will take immediate effect if a misdemeanour has taken place or other instances, subject to the Chief Executive's discretion.

- **PENSION RIGHTS:**A Stakeholder Pension Scheme is available and it is<br/>hoped employees will wish to contribute. From<br/>1.10.2017 it will be a requirement for you to contribute<br/>2% of your salary it you wish to remain in the scheme.<br/>EDAS will contribute 3% of annual salary to pensions<br/>and will auto enrol you. You may if you choose opt out<br/>within one month from the date of your auto<br/>enrolment. The percentage amount contributed by<br/>EDAS will rise in line with the minimum statutory<br/>employer contribution.
- **EXPENSES:** Travel costs incurred when carrying out tasks in connection with the post, but not including travel to and from home to the Project venues will be reimbursed as follows:
  - approved travel by own car at 45 pence per mile
  - approved travel by own motorcycle 24 pence per mile
  - approved travel by public transport (2<sup>nd</sup> class rail and coach) at cost.
  - A driver's licence is essential.
  - Employees will be requested to produce their driving licence and certificate of insurance annually for inspection. It is essential that any vehicle used whilst carrying out duties on behalf of the Project is adequately insured & carries a current MOT certificate.
- **DRUG TESTING SAMPLES:** Consent to oral testing will be required if a breach of the EDAS Alcohol and Drugs Policies are suspected resulting in disciplinary action.
- **GRIEVANCE:** Any grievance(s) should in the first instance be verbally raised with the Line Manager. If the matter remains unresolved at this point, then the grievance should be raised with the EDAS Chief Executive. If the matter remains unresolved the grievance should be submitted in written form to the Chairperson of the Essential Drug & Alcohol Service who will reply within fourteen days.

DISCIPLINE: Except in cases of summary dismissal (dishonesty, breach of confidentiality etc.) the following disciplinary procedures will apply:

If, in the opinion of the Essential Drug & Alcohol Services Board you are failing to perform your duties or behaving in an unsatisfactory manner, you will receive a verbal warning from your Line Manager. If no improvement is forthcoming, you will receive a second written warning from the Chief Executive and the dates and times of these warnings will be recorded.

- Employees have a duty to report any offence to his/her line manager.
- **CONFIDENTIALITY**: Information concerning the service including all those who are associated in any way with EDAS, either as staff, volunteer advisors or service users, must at all times be held in strictest confidence and all EDAS personnel must adhere to Information Governance Standards.
- **EQUAL OPPORTUNITES:** EDAS is fully committed to a policy of treating all its personnel equally. EDAS will avoid unlawful discrimination in all aspects of employment
- **POLICIES & PROCEDURES:** Breach of the EDAS Policies and Procedures will result in disciplinary action being taken.

## DATA PROTECTION ACT 1998

The 1998 act establishes a set of principles with which users of personal information must comply. It imposes a new duty to "process" information fairly and lawfully. "Process" has a wider definition which covers obtaining, holding, recording information and any other operation including the disclosure of information.

It is the responsibility of each member of staff / advisor to ensure that all computerised / manual personal information relating to EDAS service users of employment, is regarded as STRICTLY CONFIDENTIAL

Failure to comply with the EDAS Data Protection Act 1998 Policies and Procedures will result in disciplinary action including dismissal where appropriate.