



NFCC Green Book Contract of Employment – example template

Introduction

The NFCC is aware that each service is uniquely different whilst also recognising that there is a commonality of challenges that unites the sector.

This document is being provided as an example of a Green Book contract of employment and as a starting point for good practice, however, each service should review their own recruitment approach and consider their whole suite of candidate comms before amending and using. Each service should also seek the advice and authorisation of their own legal counsel before using and issuing to new employees

This document is being provided in a modifiable format so that each fire and rescue service can amend and modify as they require and to meet their specific needs. Fields that require amendment/choices have been highlighted in red text for ease of use.

[ADD NAME] FIRE & RESCUE SERVICE

Add logo

TERMS AND CONDITIONS OF EMPLOYMENT

Green Book Staff

1. Parties

The Employer: [Service name] and address]

The Employee: [Employee name and address]

2. Start Date: [insert]

This contract will commence on [date]

Your continuous employment for statutory purposes is [insert]

OR

No employment with a previous employer counts as part of your period of continuous employment with [Service name]

You may however count any previous continuous local government service as part of your continuous employment with the [Service name] for redundancy pay purposes, in accordance with [add detail].

You may also count any previous continuous local government service covered by the provisions of the NJC National Agreement on Pay and Conditions of Service (also known as 'Green Book') for the purposes of annual leave, entitlement to sick pay and occupational maternity pay.

Use for Fixed Term Contracts only

Your employment will continue until [date], subject to earlier termination provisions in accordance with this agreement.

3. Duration [use whichever is applicable]

Permanent Contracts

Your employment, subject to both the probationary period (where applicable) and termination provisions shall continue until terminated in accordance with the provisions contained herein.

OR

Fixed Term Contracts

Your employment, subject to both the probationary period (where applicable) and termination provisions shall continue until the date specified in clause 2 (if fixed term), at which point your employment will terminate automatically without the need for either party to give notice to the other party.

4. Disclosure and Barring Service Check (DBS) [use whichever is applicable]

Existing Employees

It is a requirement of your role to participate in an enhanced/basic Disclosure and Barring Service (DBS) check.

DBS checks will be carried out in accordance with the Employment Checks Procedure, which is available in the Human Resources section of the [Service name] Intranet site

OR

New employees

Your appointment and employment is subject to and conditional upon the completion of a satisfactory enhanced/basic Disclosure and Barring Service (DBS) check. Your consent will be obtained separately to this contract and you will be provided with a Privacy Notice explaining the procedure involved. If you refuse to give your consent to the Disclosure and Barring Service check or the results of the check are unsatisfactory the offer of employment as outlined in this contract will be withdrawn.

5. Job Title

Your job title will be [insert] within the [insert] Department.

From time to time and at its absolute discretion [Service name] may require you to perform any other duties within your capabilities and/or to move you to another department in order to meet its business needs. You will report to your line manager or such person(s) as may be notified to you from time to time.

You will be expected to comply with any rules and regulations which [Service name] may from time to time issue to ensure the efficient operation of its business and the welfare and interests of its customers and employees.

6. Location

Your normal place of work will be at [insert]

However, you may be required to work on either a temporary or an indefinite basis at any premises which [Service name] currently has or may subsequently acquire.

As part of your duties, you may be required to travel either within the United Kingdom or outside it. Such travel may include attendance at conferences or seminars for the purposes of maintaining and updating your professional skills.

In connection with your employment, you will not be required to work outside the United Kingdom for more than one month.

7. Probationary Period use for new starters [delete if not applicable]

As you are a new starter with the Service your employment is subject to a probationary period of [insert] months during which your performance and conduct will be appraised and monitored. [Service name] reserves the right to extend your probationary period should this be considered necessary by your line manager. An interim review will take place after three months and your employment may be terminated by you or by the [Service name] at any time during this probationary period with one week's notice, should performance not have reached the required standards.

8. Pay

Basic Pay

Your post is graded at Grade [insert] of the pay and grading structure for Service Support staff and you are appointed on pay point [insert] which currently equates to [insert] per annum. You will be paid monthly by credit transfer. Payment will be made on the [insert] of each month, or on the nearest working day in advance of the [insert] where that day falls on a weekend or bank holiday, but will cover the whole of the month.

It is your responsibility to make sure that [Service name] has the correct bank/building society details and that you keep the details up to date.

We reserve the right to require you to repay to the organisation, either by deduction from salary or any other method acceptable to the organisation any sums which you owe us for the following:

- Overpayments of wages or expenses whether by mistake or through misrepresentation
- Unauthorised absences, including absences in breach of reporting procedures and if you fail to maintain reasonable contact with your manager during your absence
- Loans
- Any losses caused by breach of duties or by negligence (e.g. damage to company property)
- Any cost associated with replacing unreturned or lost equipment issued to you as part of your job role (e.g. laptops or phones)
- Any sums owed for courses that you have attended as detailed in the Learning Agreement
- Any other sums owed to the organisation by you
- Balance of annual leave taken in excess of your pro rata entitlement on termination of employment

It is your responsibility to notify us immediately of any pay discrepancies that may arise. Where possible, overpayments will be reclaimed over an agreed period of time at an agreed rate.

Any general pay rise will be in accordance with the nationally agreed pay award for NJC Local Government Service employees, normally payable from 1st April each year.

Salary progression within a grade shall normally be by single increment payable from 1st April each year, subject to satisfactory performance and until you reach the top of your grade.

Any overtime worked will be paid in accordance with Pay Policy, which is available in the Human Resources section of the [Service name] Intranet site.

Allowances

[insert]

9. Normal Hours of Work

The standard working week is 37 hours over five working days, Monday to Friday inclusive. You are entitled to have a daily break for lunch, as authorised by your supervisor/line manager.

10. Compliance with Working Time Regulations

The Regulations prohibit employees from exceeding the average weekly limit on working time (48 hours per week) unless they have agreed that the limit will not apply to them.

In this contract, “working time” means anytime during which you are working at [Service name]’s disposal and carrying out your duties. “Working time” does not include standby hours, on call hours.

11. Annual Leave Entitlement

The leave year is from 1 April to 31 March and you will be required to take your leave within this period. Your annual leave entitlement is [insert] days per annum. You will receive paid holiday for the eight public holidays and one concessionary day to be taken in accordance with the Leave Policy. On completion of five years' continuous local authority service you will be entitled to additional annual leave, as set out in Annual Leave Regulations.

In the holiday year in which your employment commences or terminates, your holiday entitlement will accrue on a pro-rata basis. Your pro-rata entitlement to annual leave for the period from [date] until [date] is [insert number] days.

If, on the termination of your employment, you have exceeded your accrued holiday entitlement, the [Service name] will be entitled to deduct the excess from any sums due to you, including payments of salary. If, on the other hand, you have any unused holiday entitlement, the organisation may require you to take it during your notice period or may alternatively pay you in lieu for unused leave, subject to prior agreement with your line manager.

12. Absence from Work

If at any time you are to be absent due to sickness, including injury or disability, you are required to comply with the agreed procedure as set out in [Service name]’s Supporting Attendance at Work Regulations.

[Service name] are responsible for the payment of statutory sick pay for the first 28 weeks of sickness absence.

The payment of sick pay is subject to your compliance with the [Service name]’s rules for the notification and verification of sickness absence, which are set out in the [Service name]’s Supporting Attendance at Work Regulations.

Occupational Sick Pay entitlements are in accordance with those identified in [Service name]’s Supporting Attendance at Work Regulations. We reserve the right to withhold Occupational Sick Pay if your sickness absence from work is not fully covered by medical certificates or fit notes.

[Service name] has the right to require you to attend a medical examination by a doctor or Occupational Health specialist as nominated by the Authority. [Service name] reserves the right to cease to make payments of contractual sick pay in the event that you fail to attend any such appointment, without genuine and/or exceptional reasons to do so.

If you are provided with support to return to work or to remain at work, this may include modifications to terms of your contract of employment, including your job role or working hours.

13. Pension

You will be contractually enrolled into the Local Government Pension Scheme (“LGPS”) subject to its terms and conditions in force. OR You will continue to be a member of the Local Government Pension Scheme (LGPS). **Delete as applicable.**

While participating in the scheme, you agree to worker pension contributions being deducted from your salary.

14. Notice

Notice to terminate this contract must be given by you or by us in writing. Where we send you notice to terminate your employment by first class post it will be deemed to have been received and read by you on the third working day after the date of postage.

Except in cases of your gross misconduct when [Service name] may terminate this contract without notice, this contract may be terminated by either party at any time by the following periods of notice.

This appointment is terminable at any time by **[insert] months’** notice in writing on either side, or such longer period as may be required by the Employment Rights Act 1996.

Use this for Fixed Term Contracts - delete if not applicable

Subject to the probationary period provisions above and earlier termination provisions below, this agreement is a fixed term contract and your employment will terminate automatically on **[date]** in accordance with clause 2 above without the need for prior written notice.

15. Grievance and Disciplinary Procedures

The disciplinary and grievance procedures applicable to your employment are [Service name]’s Disciplinary Regulations and [Service name]’s Grievance Regulations both of which are available in the Human Resources section of the [Service name] Intranet site. They are for guidance only and do not form part of your contract.

If you wish to appeal against a disciplinary decision, you should appeal in writing in accordance with the [Service name] Disciplinary Regulations.

If you wish to raise a grievance, you should raise it personally with your Line Manager in the first instance or in accordance with the scheme of delegation within the [Service name] Grievance Regulations.

16. Driving Licence

It is the responsibility of [Service name] to ensure that all employees who are required to travel as part of their job description hold a valid driving licence.

As an employee it is your responsibility to forward a copy of your driving licence when notification is received by [Service name].

It is a condition of your employment that you notify [Service name] of any variation to your licence including any offence or endorsements. You must do this within 7 days of the variation taking place.

If your driving licence is revoked you must inform [Service name] immediately.

You must also notify [Service name] when any offence or endorsements have been removed from your licence within 7 days of the variation taking place.

17. Business Related Travel

Full details of business-related travel and expenses can be found in the [Service name]'s Travel and Expenses Regulations and Guidance on the Intranet.

All business related journeys should in the first instance be accommodated by accessing a [Service name] pool vehicle.

Employees are not allowed to use their own vehicles for business related journeys, save in exceptional and limited circumstances, which must be agreed in advance of the journey being made.

You are required to adhere to [Service name] response and pool vehicle procedures detailed in the Travel and Expenses Regulations.

You are not permitted to incur any expenses unless you have been authorised to do so according to the regulations that have been set out within the Travel and Expenses Regulations.

18. Confidential Information and the Personal Data of others

You will at all times:

- a) Maintain the confidentiality and secrecy of [Service name] business affairs relating to the organisation and its customers and will refrain from using, divulging or disclosing to any person, firm or organisation any client or trade secrets or any other confidential or commercial information relating to the organisation, business operations, finance, clients, customers or employees which may come into your knowledge during your employment;
- b) Refrain from revealing or using confidential information regarding systems and programme design, and data for personal gain;
- c) Refrain from making, retaining or distributing copies or extracts of any material, documents, records, video or sound recordings, photographs, correspondence, papers and other material whether in hard copy or any electric or machine readable form, made, kept, seen or obtained by you or provided to you during the course of your employment;
- d) Familiarise yourself with and comply with the requirements of Privacy Notices regarding organisational and third party personal data issued from time to time by [Service name] under the Data Protection Act 2018/ the General Data Protection Regulations.

[Service name] will regard any contravention of sub-paragraphs (a) to (d) as gross misconduct unless the breach in question or breaches viewed collectively (if there is more than one) can reasonably be regarded to be trivial with no organisational or reputational damage arising as a result of the breach or breaches. A finding of gross misconduct is highly likely to result in your summary (without notice) dismissal under [Service name]'s Disciplinary Regulations.

An apparent contravention of paragraphs (a) to (d) above will not breach the Disciplinary Regulations if:

- a) The information was in the public domain and came into the public domain by reason other than you disclosing the same without authorisation; and/or
- b) You are or were authorised by [Service name] to make the disclosure or other alleged contravention as part of your duties (including any disclosure or other action necessarily made to protect the vital interests of any person in an emergency) and/or
- c) You were ordered to make the disclosure or to carry out the other alleged contravention by [Service name]'s Corporate Management Board or by a court of law, an authorised supervisory or enforcement agency (such as the police) or by a regulatory body given powers under the Financial Services Act or HM Revenue & Customs.
- d) On termination of your employment, or at [Service name]'s specific request, you must immediately return to [Service name] all property belonging or relating to [Service name] that is in your possession or under your control. For the avoidance of doubt, this includes, but is not limited to any ID card, Laptops and Phones that have been issued to you.

Breach of this clause could also result in [Service name] taking formal action to recover goods and damages against you.

Nothing in this clause prevents you from making a protected disclosure within the meaning of Part IVA of the Employment Rights Act 1996.

19. Code of Conduct (include this paragraph if a Head of Section post)

As a senior manager of this organisation you are expected to also abide by the Code of Ethics for Senior Managers. This code will form part of your contract of employment and if breached disciplinary action could be taken. A copy of this code can be found in the documents supplied with this contract.

20. Data Retention and Processing – Your Personal Data

[Service name] will hold and process your personal data as set out in our Privacy Notices which can be found on the [Service name] website and in the Human Resources section of the [Service name] Intranet site.

[Service name] considers it vitally important that you read these notices upon the commencement of your employment as they explain how your personal data, including data relating to your health, ethnicity and any criminal convictions will be retained and processed; the legal basis for the retention and processing of your personal data; your rights under the Data Protection Act 2018 and GDPR and how you can enforce those rights. If you have any difficulty accessing these notices please either speak with your line manager or contact HR Department.

[Service name] will process your data for the purposes of administration, management and the operation of employment. This includes but is not limited to, payment of wages, maintenance of attendance, performance and conduct records.

Processing your data will also enable support [Service name] to comply with the performance of your employment contract and to comply with our legal obligations. Certain types of data retention and processing may be undertaken only because you ask [Service name] to undertake the same and we rely upon your consent for that retention and processing.

21. Collective Bargaining, Trade Union Recognition and Trade Union Membership

[Service name] supports collective bargaining. This is conducted by representatives of [Service name] and representatives of employees.

[Service name] is associated with other local authorities represented on the National Joint Councils for Local Authorities' services.

It is equally sensible for you to be in membership of a trade union, recognised by [Service name], to represent you on the national negotiating body and you are encouraged so to do.

You agree to be bound by the terms and conditions negotiated from time to time between the organisation and the union recognised for the purpose of collective bargaining regardless of whether you are a member of any such union.

Any variations agreed with such union will be notified to you.

22. Intellectual Property

All work, documents, programmes and inventions that are produced in the course of your employment at [Service name] will remain the property of the [Service name] after you leave the organisation.

23. Employee Information

You must familiarise yourself with the policies section on our Intranet site, together with any other policies, regulations, rules or handbooks applicable to you. They contain essential information and they are updated by us from time to time. You must always take careful note of the updates and comply with all regulations, rules, policies and procedures that are applicable to you.

24. Outside Interests

For the duration of this contract, (including in any period of agreed paid or unpaid leave prior to the termination of your employment), you will not without the prior written permission of [Service name] undertake any other employment or work (including self-employment). Neither will you, without the prior written permission of [Service name], engage in any outside activity, paid or unpaid, which might interfere with the effective discharge of your duties or adversely affect [Service name] in any way.

You are not and will not be permitted to have any interest in any business or undertaking or engage in any other activities that might interfere with the performance of your duties or cause a conflict of interest with your role as a [Service name] employee.

If you have been given written permission by [Service name], you must advise [Service name] of what the work you are undertaking entails and your additional working hours. [Service name] reserves the right to withdraw its consent at its absolute discretion.

All employees are required to provide appropriate details of outside employment, to include employment by a third party, voluntary work and self-employment. This clause is without prejudice to your statutory rights.

The Fire and Rescue Services Act 2004, Section 37, states that no member of a police force may be employed by a Fire and Rescue Authority for the purposes of discharging any of the Authority's functions under this Act. By affirming this contract, you are declaring that you do not come under the category of such persons.

This prohibition applies only to warranted officers (e.g. constables) and therefore does not extend to Community Support Officers or other support staff. If you are in any doubt as to whether this prohibition applies to you, you should contact the HR Department immediately before signing this contract. Should you consider other employment in the future with a police force during the course of your employment with the [Service name], you should contact the HR Department immediately to ensure contravention of the Act does not occur.

[Service name] will regard any contravention of this clause as gross misconduct unless the breach in question or breaches viewed collectively if there are more than one can reasonably be regarded to be trivial. A finding of gross misconduct is highly likely to result in your summary (without notice) dismissal under [Service name]'s Disciplinary Regulations.

25. Health and Safety

[Service name] recognises and accepts its responsibilities as an employer to ensure, so far as is practicable, the health, safety and welfare of all its employees.

Specific information on operational health and safety is contained in the Service's Health and Safety Framework which can be found on the [Service name] website and the [Service name] Intranet site.

You are responsible for familiarising yourself with the policy and adhering to the health and safety rules in the workplace.

26. Changes to your contract

We reserve the right to make reasonable amendments to your terms and conditions of employment. We will usually give you at least one month's notice in writing of any significant change. If no response is received from you the change will be deemed accepted one month after notice being provided to you.

27. Whole Agreement

This contract supersedes any previous oral or written agreement between [Service name] and you in relation to the matters dealt with in it. It contains a whole agreement between [Service name] and you relating to your employment as at the date of the contract, except for any terms implied by law that cannot be excluded by the agreement of the parties. Any such previous contract shall be treated as having been terminated by mutual agreement. If there is any conflict between the terms of this agreement and any offer letter you receive then this agreement will prevail.

This contract of employment is offered in accordance with the National Joint Council for Local Government Service Conditions of Service, hereafter known as "The Green Book". During your employment with Kent and Medway Fire and Rescue Authority your terms of employment will also be in accordance with those

specified under the Provisions of Section 3 of the Green Book, "Other National Provisions", to be referred to as Part 3 Local Conditions.

Your contract together with any attachments shall be deemed to be the written statement referred to in Section 1, 2 and 5 of the Employment Rights Act 1996.

Acceptance of Contract

Full Name: [insert] Payroll Number: [insert] Appointment of: [insert]

I accept the terms and conditions of employment detailed in the attached contract.

Signed by the Employee: _____ Date: _____

IMPORTANT: Please contact HR department on [insert contact details] if any of the details are incorrect.

Otherwise, please read and sign a copy of this contract and return one by e-mail to [insert contact details] within 14 days of receipt. Failure to do so will be considered as an acceptance of these terms.