

STRICTLY PRIVATE AND CONFIDENTIAL

«Title» «Initials» «Surname»

«HouseStreet»

«Addr_2»

«District»

«City»

«County»

«Post_code»

[Name] Fire & Rescue Service

[Address]

[Postcode]

Ref: [NI no. /Service no.]

[Date]

Dear [name]

APPOINTMENT: [job title and role]

I am pleased to be able to confirm the offer of the above appointment.

Terms and Conditions of Service

Your post will be in accordance with the National Joint Council for Local Authorities' Fire and Rescue Services, Scheme of conditions of service (Sixth edition) known as the **Grey book**.

If you do not find the details in this document acceptable, please indicate any errors and return it to [enter contact details here]. If you do not return the document an assumption will be made that all details are correct, and you understand and agree to the terms and conditions.

If you have any queries regarding your employment, please contact your Line Manager. [Insert contact details]

Please note that the Availability Agreement which you have already completed and signed, forms part of your contract of employment.

Yours sincerely

[name; job title]

[INSERT NAME] – SCHEDULE 1

TERMS AND CONDITIONS DOCUMENT

Date Issued: [insert date]

Employee Name: [insert]

Employee payroll number: [insert]

Employee N.I. number: [insert]

Appointment: On-call Duty System Firefighter

Date of appointment: [insert]

Normal place of work: [insert] Fire Station

Service Number: [insert]

Director Area: [insert]

Date of commencement of Retained Continuous Service: [insert]

Date of commencement of Wholetime Continuous Service: [insert]

Date of commencement [Service name]: [insert]

Continuous Service in Local Government date: [insert]

Cover given: More than 120 hours/Less than 120 hours [amend]

Hours between: [insert] as per Availability Agreement

Annual Retainer fee: £[insert] per annum

Hourly rate: £[insert] per hour

Minimum weekly contractual hours: [add] hours per week (training)

Holiday Entitlement per annum: 4 weeks (5 weeks if over 5 years of service) Public Holidays as accrued.

Pension Scheme: Firefighters Pension Scheme 2015 **Error! Bookmark not defined.**

Allowances Applicable: [add]

SCHEDULE 1B - SPECIAL CONDITIONS

[add – reference clause 25]

SCHEDULE 3 - ADDITIONAL DETAILS (On-call Duty System)

1) Place of Work

Your job will be based at the Fire Station stated in Schedule 1. You will be required to live and/or work within the immediate area of the Fire Station in order to fulfil your availability agreement. In normal circumstances it is expected that employees will be capable of attending for duty promptly at the station(s) stated in Schedule 3R in response to an emergency call within five minutes. See [\[insert policy details\]](#) for further details which is available on the intranet.

2) Periods of Continuous Service

[\[Service name\]](#) recognises continuous service with it and its predecessor authorities for all purposes other than Long Service Leave. Continuous periods of employment are calculated in accordance with the provisions of the Employment Rights Act 1996.

3) Role Duties

All working arrangements will operate on the basis that employees undertake the duties appropriate to their role and can be deployed to meet the requirements of the Service's Integrated Risk Management Plan (IRMP). Consequently duties, responsibilities and objectives may be reviewed and revised as appropriate. [\[Also refer to Job Description if applicable\]](#)

4) Probationary Period

New appointments to [\[Service name\]](#) are subject to the successful completion of a probationary period lasting [\[number\]](#) months. At the beginning of your probation, you will need to satisfactorily complete the firefighter training programme at the Service's Training Centre. [\[Service name\]](#) reserves the right at any time during the probation period to terminate your employment with one week's written notice during the first year of probation and with 2 weeks written notice during the second year of probation or to make payment in lieu of notice. If you feel that you are not suited to the job during this time you must give [\[insert name\]](#) one week's written notice to terminate your employment with us.

It will take approximately 18 months or more after your probationary period to complete the Firefighters Development Plan in accordance with [\[insert policy\]](#) to become a Competent Firefighter. Following the [\[insert number\]](#) probation period, a further [\[insert number\]](#) period is allowed to complete Phase II development.

5) Salary

Your starting salary is as stated in Schedule 1 above. Thereafter your rate of pay is based on defined stages within the role structure. Pay will be determined by the role

you are undertaking and whether you are in the 'Training', 'Development' or 'Competent' stage of that role. The time it will take for you to demonstrate competence will depend on your specific requirements, accessibility to assessment and the opportunities available.

Your pay is made up of the following elements: **[Amend to reflect salary scheme]**

- Retainer fee
- Disturbance Payment
- Payment for Work activity

You will be paid monthly on the **[insert date/details]** of the month, one month in arrears, by bank credit transfer to a bank or building society account.

Deductions from pay will be made where the Service has a right to do so, usually covered by statute, where an overpayment has been made in error and where there is a 'relevant provision'. This includes repayment of training expenditure and repayment of relocation expenses as defined by the current Service policies in force or when written permission has been given to the Service for voluntary deduction. Recovery arrangements will be notified in advance.

6) Reimbursement of Expenditure

Employees necessarily incurring additional expenses in the course of their work in respect of travel, meals or overnight accommodation will be reimbursed approved expenses in accordance with Service arrangements.

7) Working Hours

You will be required to undertake the duties appropriate to your role and be deployed to meet the requirements of the Authority's Integrated Risk Management Plan, including working at different locations.

You have agreed to provide cover as stated in Schedule 3R.

Actual hours of cover will be by arrangement with your manager and in accordance with your Availability Agreement. If your circumstances change and you are no longer able to provide that level of cover please discuss immediately with your manager.

You are required to attend the station for the weekly training period, and at all other times/venues necessary for which notice will be given, for an average of 3 hours each week.

Where staff miss a training input (not the free night or 7(2)d evening) they will be required to attend a nearby station to catch up either before or after to suit them. Where the reason for missing the training input is through annual leave, sickness or other approved absence staff will be paid for the additional session and may claim

car mileage and travel time (paid at [Service name] standard mileage rate) when personnel are required to use their own vehicle.

Where staff miss the training input for any other reason, they will be required to catch up that training at another station in their own time and at their own expense.

Approved absence is determined as agreed working patterns (excluding overtime) and other approved leave.

Stations in [Divisions/Areas] will stagger the training to ensure it is possible to catch up at alternative locations. Where staff have missed a larger number of drill nights due to extended sickness, a Return-to-work Programme will be prepared to take into account the missed training.

You are required to attend the station promptly to a call during the agreed times of availability, unless otherwise agreed by your manager, without endangering self or other road users and in accordance with Road Traffic Regulations.

Working hours and patterns are dependent on the particular working pattern or duty system you are required to undertake and may alter in accordance with changes to your position and duties. These are set out in the Grey Book and relevant Service procedures.

8) Leave

On commencement your holiday entitlement is as stated in Schedule 1 above, including Public/Bank holiday entitlement, in accordance with the National Joint Council for Local Authority Fire & Rescue Services terms and conditions of employment (the Grey Book). The leave year runs from 1 January to 31 December but may be varied to suit Service needs. Leave will be granted in accordance with the exigencies of the Service. [named] Policy (available on the intranet) provides further detail of how leave should be booked.

No planned absence from duty may be authorised which would result in a reduction below minimal crewing levels or operational requirements. Where you commence or leave the service part way through a leave year, or you are promoted or reduced in rank, your entitlement to leave will be proportionate to your service in that year.

9) Sickness Scheme

You will be subject to [Service name] Managing Attendance Policy. Please see Service Order 18 for further details (available on the Intranet).

Sick pay will be in accordance with the National Joint Council for Local Authority Fire & Rescue Services terms and conditions of employment (the Grey Book). In no circumstances shall sick pay be calculated in such a way that, when added to Statutory Sick Pay or Incapacity Benefit / Employment and Support Allowance receivable, the resulting amount exceeds normal pay.

If an employee is on sick leave as a result of an illness or injury arising out of authorised duty and can provide satisfactory evidence that, as a direct result of the illness or injury, they are suffering a financial loss in respect of their usual occupation they will be entitled to receive full pay as determined by the National Scheme.

Notification and certification of sickness: Entitlement to sick pay shall be conditional on the employee fulfilling the Service's sickness reporting requirements. [name policy]

Sickness during annual and public holiday leave: An employee who falls sick whilst on annual leave or who is absent on account of sickness when his or her annual leave falls due shall be regarded as being on sick leave provided such absence is covered by a doctor's fit note.

Where an employee is on sick leave on a public holiday, they shall be deemed to be on public holiday leave and shall not be entitled to a day's leave in lieu later.

If at any time you are absent as a result of an accident and you subsequently receive damages from a third party, you should refund [Service name] any sickness allowance paid during this time.

10) Maternity Provisions

If an employee becomes pregnant, she is entitled to maternity leave. Paid maternity leave is dependent on eligibility. Further details can be found in [policy name] available on the intranet.

An employee should inform her line manager of her pregnancy as soon as is reasonably practical, but no later than the end of the 15th week before the Expected Week of Childbirth, unless not reasonably practicable. An Operational employee must notify her line manager as soon as she suspects she is pregnant, so that a risk assessment may be carried out.

A trainee firefighter should report her pregnancy to the Training Centre Manager as soon as it is known. She will immediately be transferred to non-operational duties. Attendance at a subsequent training course will be subject to medical fitness.

Where a risk assessment indicates risk to her/or her unborn child the employee must not undertake a fully operational role during pregnancy or breast feeding; suitable alternative employment will be arranged. Employees may be referred to Occupational Health in accordance with their individual needs.

11) Medical Issues

[Service name] may require you to undertake a medical examination by an occupational health practitioner nominated by the Service to assess your fitness for (firefighting / your) duties at any time.

Failure to attend a medical examination without sufficient reason may result in sick pay being withheld.

Assessment by the Occupational Health practitioner will be included in the health screening at various points throughout your employment.

The Service may test for alcohol and drugs on recruitment and after accidents occurring at work, in addition to where there may be due cause. See [Service name] Drug and Alcohol policy available on the intranet.

12) Residential Training

As part of your terms and conditions, you are required to attend internal or external training, which may contain a residential element. Such training shall ensure continued maintenance of existing skills or the acquisition of new skills relevant to your role map. [or Job Description if in use]

13) Health and Safety

In accordance with the Health and Safety at Work Act 1974, the [Service name] and all its employees have a legal responsibility to take reasonable care for the health, safety and welfare of themselves, other employees and all other persons who may be affected by their acts or omissions.

A copy of [Service name] statement of Safety Policy is available on the intranet. All employees are expected to comply with Service's policy on Health and Safety at Work.

You are required to make yourself aware of health and safety issues relating to your employment and to follow all health and safety rules and procedures and take due care in respect of your own safety and that of others. Failure to do so may result in disciplinary action. If you wish to report any matter connected with health and safety, you should raise it with your Line Manager.

You are responsible for ensuring you are fit and capable of working safely. In addition, the Service views the misuse of alcohol, drugs, or other harmful substance very seriously. You must not compromise your or others safety by the misuse of alcohol, drugs or other harmful substance.

Further guidance is given in [Service name] Drug and Alcohol Policy. A copy is available for reference on intranet.

Whilst on duty your appearance and bearing must always portray a smart and professional image. Your hairstyle should, in no way, impinge on your operational efficiency or bring discredit to the service. See [\[Policy\]](#), for further details which is available on intranet.

Breathing Apparatus Wearers - For Health and Safety reasons, your Breathing Apparatus facemask should not be impinged in any way. You are not permitted to wear beards and/or sideburns.

14) Protective Clothing/Uniform

When and if required, you will be issued with protective clothing/uniform free of charge. Protective clothing must be worn for the duration of the work it has been supplied for; failure to do so may result in disciplinary action. Maintenance needs/cleaning/damage/replacement should be notified to your supervisor/manager as appropriate. Supplied uniform(s) must be kept clean and smart and worn at all times. Any uniform or protective clothing issued remains the property of the Service and must be returned if you leave the employ of the Service. Failure to do so will result in a charge for compensatory payment being deducted from any final payment and/or a charge for theft being instigated.

The Conditions of Service regarding the safe custody and care of uniform are contained in [\[Policy\]](#) which is available on the intranet.

15) Smoking Policy

All [\[Service name\]](#) places of work and vehicles are designated "No Smoking" in accordance with the Smoking Policy available on the Intranet.

16) Code of Conduct

The public is entitled to have trust and confidence in the integrity of the Service, its employees and services. Your conduct must therefore be of the highest standard. Confidence in the integrity of employees may be undermined if it is perceived that you could be influenced by improper motives. All employees of [\[Service name\]](#) are bound by the Code of Conduct, a copy of which can be found on the intranet.

17) Confidentiality

You will be required to act in accordance with Service Procedures and instructions and to regard all matters appertaining to the Service as strictly confidential. Such matters are not to be divulged to any outside Authority or person without the approval of a Senior Officer. In addition, all details of any incidence attended or commercial processes witnessed whilst attending an incidence should be treated as confidential information as above.

18) Access to Personal Records

Subject to certain conditions, you have the right to view your personal records held by the [Service name]. Further details are available on the intranet.

19) Fairness and Dignity at Work

All employees have a personal responsibility to positively contribute to and support [Service name] in implementing our policies on Equality and Fairness to ensure equality of opportunity in employment and service provision. This responsibility will be included in performance competencies and will be monitored on a regular basis. Any form of harassment, discrimination, bullying and victimisation is unacceptable and may result in disciplinary action being taken.

20) Disciplinary Procedure

You are subject to [Service name] Disciplinary Procedure and Guidance a copy of which can be found on the intranet.

21) Grievance Procedure

If you have a grievance relating to your employment, you should follow the process provided in the [Service name] Grievance Procedure. A grievance should be referred, in the first instance, to your line manager for the purpose of seeking redress. If this is not possible (for example it concerns your manager) then please follow the scheme of delegation provided in the Grievance Procedure which is available to you on the intranet

22) Suspension

[Service name] reserves the right to suspend you with pay in circumstances where it is considered appropriate, e.g., for the purpose of investigation or health and safety purposes.

23) Notice of Termination

The minimum period of notice you are required to give to terminate your employment and [Service name] has to give you are shown in the table below (exempt Probation period, see paragraph 4):

	Employee	Employer
Between 4 weeks and 2 years' service	1 month	1 month
2 years' service or more	1 month	1 month or 1 week per full year of service (max 12 weeks) whichever is the greater

Should you wish to resign your appointment, you should do so in writing to your manager. If your appointment is temporary, the date of termination, where known, and reason for the temporary nature of the appointment will be given on the "Special Conditions" section of Schedule 1 and your appointment will terminate on that date unless specifically extended in writing.

[Service name] reserves the right to make payment in lieu of notice where this is mutually acceptable to both parties or where the Service decides it is in its best interests.

24) Membership of a Trade Union

[Service name] fully supports the system of collective bargaining and believes in the principle of solving industrial relations problems by discussion and agreement. The Authority recognises that it is of benefit for its employees to be represented by recognised Trade Unions. You have the right to join a Trade Union and take part in its activities. You also have the right to decide not to join a Trade Union.

25) Pensions

You have the right to join the pension scheme as stated in Schedule 1B above and will be automatically admitted to the scheme upon appointment, **unless you positively opt out of the scheme**. Details of contribution rates can be found on your payslip. These are set annually on the 1 April and any disagreements over allocated bandings are dealt with under the [Internal Dispute Resolution Procedure].

If you wish to opt out of the scheme, an opt out form can be found on the [pension provider] website: [insert web address here]

Alternatively, you can contact the [pension provider] in writing at [address]; or email: [email address] or Tel: [number]

Whilst you may opt-out of the scheme, provisions within the Pensions Act 2008 require 3-yearly arrangements for automatic enrolment of all eligible staff into the scheme. You will be informed when this happens and will again be able to opt-out of the scheme at that point.

26) Data Protection Act 1998

Every employee must be aware of their responsibilities under the Data Protection Act and their obligation to keep personal and other data secure. Any breach of security will lead to disciplinary action being taken.

27) Pecuniary Interests

[if applicable, this refers to a council employment contract; if not; amend to refer to Service or local authority obligations as applicable]

Your attention is drawn to:

a. The requirement to disclose if, knowingly, you have any pecuniary interests in contracts or proposed contracts entered into by the [Council name]

b. The [name] Council's provisions with regard to your undertaking work outside your official duties.

27a) The Local Government and Housing Act 1989 as amended by the Local Democracy, Economic Development and Construction Act 2009

As an employee of the County Council, you are required to serve the County Council and you cannot, therefore, be accountable to individual political groups. You should not be involved in advising any political group of the County Council nor in attending any of their meetings without the express consent of the Executive Director.

27b) The Local Government Act 1972

In accordance with the above Act employees are not eligible to stand for office as a member of the County Council but may participate in District, Borough, Unitary or Parish Council activities, provided that any resulting conflict of interest is declared.

28) Additional Employment

Employees are not permitted to engage in additional employment, which could conflict with or react detrimentally to the Service's interests or in any way weaken public confidence in the conduct of the Service's business.

29) Right to Work in the United Kingdom

It is a condition of this contract of employment that you have the right, at all material times, to live and work in the United Kingdom pursuant to the Asylum and Immigration Act 1996 as amended by the Asylum and Immigration Act 2006 and any other relevant legislation. It is your duty to inform the Service (and provide documentary evidence), in the event that you are required to have a work permit/visa, of the nature of that permit/visa and the expiry date of the same.

You must also notify the Service at least 3 months in advance of its expiry that you intend or do not intend to apply to have the same renewed, and further to provide a copy of any application to renew. In the event that, for any reason, you become ineligible to work and/or live in the United Kingdom then this contract shall be terminated automatically by operation of law and you shall not be entitled to any notice of any kind.

30) Statement of Particulars

This document and enclosures constitute the statement of written particulars required by the Employment Rights Act 1996.

STRICTLY PRIVATE AND CONFIDENTIAL

«Title» «Initials» «Surname»
«HouseStreet»
«Addr_2»
«District»
«City»
«County»
«Post_code»

[Name] Fire & Rescue Service
[Address]
[Postcode]

Ref: [NI no. /Service no.]
[Date]

Dear Colleague

RE: Your personal details

Welcome to your new job. Attached are your terms and conditions document and other information in relation to this appointment as appropriate.

Your personal details are held on a computerised system and are largely based on information previously supplied by you.

We are required to validate all personal information hold on file in accordance with the Data Protection Act. Using the enclosed guide, please check that your personal information is correct.

If you wish to make changes, please indicate any errors and return it to **[contact name and details]** within the next 14 days.

Under the Data Protection Act, you will have rights of access to any information about you.

Your co-operation in this exercise is much appreciated.

Yours sincerely

[name; job title]



On-call Contract – Sample Template

PERSONAL DATA VALIDATION - GUIDANCE FOR EMPLOYEES

Employee Pay Number: This is the number that appears on your payslip. **NB:** If you have more than one job, only one of your employee pay numbers will be shown on the validation print, ie the one on your payslip

Gender:

Date of Birth:

National Insurance Number:

First Name(s) - please check spelling

Middle Name - please check spelling

Name known as

Surname – please check spelling

Telephone No: please check carefully

Address - please check that the correct postcode is included

Start Date with the Council: The date you started continuously working with **[Service name]**

Continuous Service Date: The start date of your continuous service in Local Government as stated in your terms and conditions of employment document

Disability: (If no indicator present, please complete with a tick for yes if appropriate.)

Ethnic Origin: If no indicator present, please select from the ethnic groups shown in the table below, the groups to which you consider you belong and enter onto your validation record

Please note that **[Service name]** is legally obliged to monitor the ethnic origin of all of its employees under the Race Relations Amendment Act 2000. By collecting and analysing data, the council can monitor equality in employment law.

White British	Caribbean (Black or Black British)
White Irish	African (Black or Black British)
Any other white background	Any other black background
Mixed White and Black Caribbean	Chinese
Mixed White and Black African	Any other Chinese or other ethnic group
Mixed White and Asian	
Any other mixed background	
Indian (Asian or Asian British)	
Pakistani (Asian or Asian British)	
Bangladeshi (Asian or Asian British)	
Any other Asian background	

Position Title: As stated on your terms and conditions of employment document

Position Number: As stated on your terms and conditions of employment document

Director Area: As stated on your terms and conditions of employment document

Building Address: This should be your normal work base

Hours per week: This should be your contractual hours as stated on your terms and conditions of employment document

Grade: This refers to the grade of your post and indicates the minimum and maximum points of that grade

Current Spinal Column Point: This is the point in the grade you are currently being paid at

Bar Point: This shows the point in your grade beyond which progression will be dependent on the criteria stated in your terms and conditions of employment document

Working Weeks (for employees on equated pay only) As stated in your terms and conditions of employment document

Paid Weeks (for employees on equated pay only) Working weeks, plus pro-rata leave including annual and bank holidays, as stated in your terms and conditions of employment document.

Temporary or Fixed Term Date: This is the date on which your employment is due to end in this post, as stated in your terms and conditions of employment document)

PORPS: If you have been informed that your post is politically restricted, the indicator will show your current status)

Allowances: All contractual allowances as stated in your terms and conditions document

Personal Validation Sheet

Please check the following details carefully to ensure that they are correct and confirm this has been completed by returning, via email to [\[insert contact details\]](#). If you do not return the document an assumption will be made that all details are correct,

Data held on HR system as at [\[insert date\]](#)

Personal Data

Full Name: «Title» «Initials» «Surname»

1st name «M_1st_Name»

2nd name «Middle_Name»

Address: «HouseStreet»

«Addr_2»

«District»

«City»

«County»

«Post_code»

Home telephone number «TEL_No»

Date of Birth: «Date_of_birth»

National Insurance number: «NI_no»

Gender: «Gender»

Ethnic Origin: «Ethnic_origin»

Disability: «Disability»

Emergency contact telephone: «TEL_No»

Employee Number «Personnel_Number»

DFE Number (Teachers only) «DFE_number»

Organisational information

Position Title: «Position_Title»

Position Number: «Position»

Director Area: Finance and Public Protection

Location: «Work_DEPT»

Hours per week: «Hours_Per_Week»

Grade: «Grade»

Current SCP: «Current_SCP»

Bar Point: «Bar_point»

Working Weeks: «Weeks_Per_Year_Wrkd»

Paid Weeks: «Weeks_Per_Year_Paid»

Temporary or fixed term date: «Temporary_date_to»«Fixed_term_date»

Continuous Service Date: «Cont_service_date»

Start date with the Council: «Start_date»

PORPS: «PORPS» «PORPS_text»

Allowances: «Allowance_Rate_1»
«Allowance_Rate_2»
«Allowance_Rate_3»

Name:			
Signed:		Dated:	