

# Terms of Employment

For Grey Book Staff

## 1. Employment Checks

This contract is subject to the appropriate employment checks being successfully undertaken, along with any required qualifications and registrations being held.

You are required to disclose to your manager immediately upon conviction or caution the fact that you have been convicted or cautioned of any offence during your employment with Warwickshire County Council. A failure to disclose any criminal conviction or caution in accordance with the above may be deemed to be gross misconduct.

Periodic re-checking with the Disclosure and Barring Service may be required in future.

## 2. Probation

Your employment is subject to a probationary period which will normally last for 6 months unless otherwise stated. At the end of this period, subject to your service being satisfactory, your permanent employment with the County Council will be confirmed unless your appointment is temporary or fixed term.

If you are a Fire Fighter under development, this would normally last for 3 years unless otherwise stated. During this time you will be under supervision and assessed against the different functions that make up the role until you have proved your competency.

## 3. Place of Work

Your place of work is stated above. However, in appropriate circumstances and following consultation with you, it may be necessary, in the interests of the service, for us to require you to work at another location on either a permanent or temporary basis in future.

If you are a firefighter in development you will be required to experience more than one working environment in order to enhance the progressive development phase of your career. This will be achieved by transferring you to a new watch or station at an appropriate time according to identified development needs.

## 4. Pay & Allowances

Your appointment and starting salary is on the pay scale, as indicated above, which has been determined by use of the National Joint Council for Local Authorities' Fire Brigades.

Notification of any future changes to your salary, including the payment of increments and general increases, will either be contained in your monthly pay statement or in a separate letter.

Where you are eligible for allowances, in addition to your salary, these will either be indicated above where they are specific to the role or available through the HR Intranet or by contacting the HR Service where they are generally applied.

Your salary and any allowances will be paid in arrears into your bank or building society by bank credit transfer.



## 5. Deduction of Salary

Where an overpayment of salary, wages or expenses is made, the County Council will seek to reclaim the overpayment which may result in a deduction from your salary. Where you have exceeded your annual leave entitlement, the County Council will seek to reclaim this overpayment from you, which may include a deduction from your salary.

## 6. Notice to Terminate Employment

The minimum period you are required to give to terminate your employment is;

Grade / Salary Band	Notice you are required to give
Group Managers and above	12 weeks
Station Managers	8 weeks
All other officers	4 weeks

The minimum period that the County Council is required to give you to terminate your employment is;

Period of Continuous Service	Minimum Notice Period
One month or more but less than two years	One week
Two years or more but less than twelve years	One week for each year of continuous service
Twelve years or more	Twelve weeks

If your appointment is temporary or fixed term it is expected to end on the date specified but may be terminated earlier, in which case you will be given at least one weeks notice.

The service reserves the right to transfer any individual to another department or location at any time to meet the ever changing needs of the service. The service will provide 3 months' notice.

## 7. Hours of Work

The hours of work and duty system are detailed in the Grey Book. In summary:-

- recruit firefighters undergo training on the residential recruits course for such hours as required by the authority and the Training Centre;
- The normal average weekly hours of firefighters, crew managers and watch managers is 42. These hours are arranged in accordance with the duty system worked, i.e. shift, day crewing or day duty system. The cover you are required to give is stated above. This cover can only be varied with the prior approval of the Chief Fire Officer (or nominated officer). Failure to meet cover requirements may result in termination of employment.
- The normal average weekly hours for station officers and above on the day duty system are 42. Those working the flexible duty system do not exceed 78 hours on average, including managerial and standby/callout hours as detailed on the officers' rota.
- Wholtime personnel must attend training courses as necessary for the performance of their duties.

## 8. Holidays

Your annual leave entitlement is as shown below. The annual leave year will normally be the period 1 January to 31 December.

Position	Scale A days	Scale B days	Long Service
Area Manager	35 days	2 days	3 days
Group Manager Station Manager	28 days	5 days	3 days
Watch Manager Crew Manager Firefighter	25 days	5 days	3 days

The above entitlement is in addition to public holidays. The number of these and the arrangements by which they are taken are detailed in the Grey Book.

Those starting or leaving employment during the year are entitled to annual leave proportionate to the service completed during the year.

All annual leave is to be taken with the advance agreement of your line manager. Every effort will be made to accommodate your wishes on the timing of annual leave, but there may be occasions when your manager or supervisor cannot meet these because of the needs of the service.

## 9. Sickness

If you are absent from work on account of illness or injury you should ensure that your line manager is notified of your absence and when your illness commenced, as soon as possible, on the first day of absence. For absence from a part day absence to seven days you are required to complete and return a County Council self-certification form to your line manager. For absence beyond seven days you are also required to obtain a medical statement signed by a doctor. Saturdays and Sundays are deemed to be working days for this purpose. More details of absence procedures can be found under the absence section in HR on the Intranet.

The County Council reserves the right, at any stage of absence to require employees to provide a medical certificate and/or to undergo a medical examination from a doctor specified by the County Council. You will be required to attend for a medical examination every three years, and may also be required to attend for periodic health.

Your entitlement to sickness allowance in the event of your absence as a result of illness or injury, are described in the Grey Book.

Provisions exist within the Grey Book covering pay entitlements where absence or loss of normal income is due to service injury.

## 10. Fitness

You are required to maintain a state of physical fitness for operational duties. You will be required to undertake an annual fitness test. It remains your responsibility to take appropriate steps to ensure that you maintain fitness for your role and understand that failure to do so could have an impact on your employment.

## 11. Training & Development

You will be required to participate in any training courses and/or development activities that are deemed appropriate to your role.

As part of your role, it is a requirement that you attend relevant training courses and events. Whilst some flexibility will be built into the training programme to reflect the nature of the duty system you are working, you will be required to roster on duty for scheduled activities in order that you can maintain the required levels of competence and/or pursue relevant development activities.

## **12. Disciplinary and Grievance Procedure**

The disciplinary rules and procedures applicable are set out in the Service Order available from Human Resources.

If you have a grievance you must set the details out in writing to your immediate line manager. A copy of the Warwickshire Fire and Rescue Service Grievance Procedure is contained on the WFRS document library.

## **13. Pension Arrangements**

New employees will be eligible to contribute to the New Firefighters' Pension Scheme, details of which are attached.

Existing employees will remain in the Firefighters Pension Scheme. A contracting out certificate is in force for the Scheme.

## **14. Trade Union Membership**

The County Council, as your employer, supports the system of collective bargaining in every way and believes in the principle of solving industrial relations problems by discussion and agreement. For practical purposes, this can only be conducted by representatives of the employers and employees. If collective bargaining of this kind is to continue and improve for the benefit of both, it is essential that the employees' organisations should be fully representative.

The County Council is associated with other local authorities represented on the National Joint Council for Local Government Services dealing with local authorities services. It is equally sensible for you to join a trade union representing you on the appropriate negotiating body and you are encouraged to do so. The Fire Brigades Union is recognised as the appropriate body.

## **15. Work permits**

If you have produced work permit documentation as proof of your eligibility to work in the UK, the Council will conduct repeat checks on your documents at least once every 12 months. If your eligibility to work changes or your permit has expired you must inform your manager immediately. If you are unable to produce satisfactory evidence that you are eligible to work in the UK your employment will be terminated.

## **16. Cars/Car Parking**

If you are required to travel away from your normal place of work you are required to provide a car or make reasonable equivalent arrangements which are satisfactory to the County Council.

You should note that the use of any car parking facilities which the County Council makes available at or near your workplace are provided on a discretionary basis only and should not be regarded as a contractual entitlement.

## **17. Other work**

If you wish to engage in any other business or take up any additional appointment you must first obtain written approval from WFRS. This includes any secondary employment as set out in the Service Order covering Secondary Employment. This also includes working on the retained duty system as set out in Service Order for retained duty. This must not contravene your position on the any duty system.

## **18. Continuous Service**

If you have previous continuous service with an organisation covered by the Redundancy Payments (Local Government) Modification Orders (which covers local authorities and related bodies) this will be included in calculating your entitlement to:

- maternity pay
- redundancy payment
- sickness allowance
- annual leave

If, following a TUPE transfer, you return voluntarily to local government service within five years and without a break in employment, all previous continuous service will be recognised for the purpose of calculating, annual leave, occupational maternity pay and occupational sick pay.

## **19. Health & Safety**

The County Council expects you at all times to act reasonably and to observe all duties imposed on you by statute and by County Council Policy, to protect and preserve the health, safety and welfare of yourself and other employees at work and any other persons who may be on the premises.

You should make yourself familiar and comply with all the fire and safety precautions and procedures that are laid down for your job, and for the premises at which you work.

You should report to your manager any safety hazard or hazardous occurrences which come to your notice. For further details of your obligations under health and safety legislation and policy, please refer to the Health and Safety Policy.

You are required to qualify and remain qualified as a breathing apparatus wearer.

In view of the potential risk of operational duties to an unborn child and the mother, female operational personnel are required to notify their supervisor as soon as pregnancy is suspected, so that they may be immediately removed from operational duties.

## **20. Employer and Employee Responsibilities**

The public is entitled to expect the highest standards of conduct from all employees who work for the County Council. These are set out in the Employer and Employee Roles and Responsibilities document and are aimed at ensuring that employees are aware of the standards of behaviour expected from them by the County Council. They include the requirement to inform your line manager if you are ever cautioned, charged with, or convicted of a criminal offence. Failure to observe the standards set out in this code will be regarded as serious and any breach will render an employee liable to disciplinary action, which may include dismissal. The Employer and Employee Responsibilities document is available at [www.warwickshire.gov.uk/hr](http://www.warwickshire.gov.uk/hr).

## **20. Confidentiality, data protection and privacy**

You may have access to and handle confidential information relating to individuals, staff, other parties and Council business, during your employment. Information must be kept accurate, factually correct and handled correctly and securely. You must not whilst you are employed or after your employment ends disclose to any unauthorised person, that confidential information except where permitted by law, or authorised by the Council.

Staff must understand and agree to comply with the Council's Information Compliance Policy and associated standards and procedures for the handling and security of information. Links can be found at [www.warwickshire.gov.uk/imdataprotection](http://www.warwickshire.gov.uk/imdataprotection). A breach of these will be regarded as serious and will render an employee liable to disciplinary action which may include dismissal.

## **21. Monitoring**

You should be aware that the County Council reserves the right to monitor and/or record your use of all telecommunications and computer systems. Accordingly, you should not expect any privacy in relation to your use of such facilities.

## **22. Equal Opportunities**

The County Council is committed to the principles of fairness and equality in relation to recruitment, training, development and treatment of all employees irrespective of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex and sexual orientation. All of the County Council's policies, practices and procedures relating to recruitment, training, development and promotion are administered equally and in accordance with the applicable laws.

All of the County Council's employees are expected and required to uphold these principles set out in the Equality and Diversity Policy Service Order – SO 02.01.02. Failure to observe these principles will be regarded as serious and any breach will render an employee liable to disciplinary action, which may include dismissal.

## **23. Restrictions**

In order to protect the confidential information and business connections of the County Council to which you have access as a result of your employment, you agree with the County Council that you shall not during the course of your employment, solicit or attempt to entice away from the County Council the business, custom of or have any business dealings with anyone who is a Customer or prospective Customer which will also include any firm, company, organisation or person who is/was a customer or prospective customer of the County Council, with a view to providing goods or services to that Customer in competition with the County Council.

In addition, you agree with the County Council that you shall not for nine months after the Termination of your employment, solicit or attempt to entice away from the County Council the business, custom of or have any business dealings with anyone who is a Customer which will also include any firm, company, organisation or person who, during the nine months before Termination, is/was a customer of the County Council, with a view to providing goods or services to that Customer in competition with the County Council.

If you do so during the course of your employment this will be regarded as serious and any breach will render you liable to disciplinary action, which may include dismissal.

"Confidential Information": means information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) which is not in the public domain relating to the business, products, affairs and finances of the County Council for the time being confidential to the County Council and trade secrets including, without limitation, technical data and know-how relating to the business of the County Council or any of its business contacts.

## **24. Service Property**

Uniforms and items of personal equipment are provided, but will remain the property of the County Council and must be handed back on the termination of employment. Any deficiencies may be charged against salary due to you.

## **25. Removal/ Relocation**

Unless specified under separate cover, relocation expenses will not be payable in respect of this appointment.

## **26. Other Terms and Conditions of your Employment**

Except where otherwise stated in this document and in the letter accompanying this statement, the terms and conditions of your employment are those set out in your conditions of service (commonly referred to as the 'Grey Book'). The Grey Book can be found on the HR section of the Intranet. In addition, your terms and conditions of employment are determined and can be amended by local collective agreements negotiated with the Trades Unions recognised by the County Council for collective bargaining purposes and set out in Service Orders, which are available on the WFRS document library.

The County Council reserves the right to change any of your Terms and Conditions (excluding basic pay, sick pay and pension entitlements) from time to time to reflect the changing needs of the organisation and to comply with new legislation. Any changes that the County Council deems to be significant will not be introduced without consultation with the recognised unions nor without reasonable notice being given of the change. This clause also applies to any policies and procedures and non contractual terms.