



**STATEMENT OF PARTICULARS OF EMPLOYMENT  
(Under ERA 1996 S.1)**

**From Employer:** Merseyside Fire & Rescue Authority

**To Employee:**

**Service Number:**

**Role:**

**Date Appointment Commenced:**

**1.0. Introduction**

1.1. This statement sets out particulars of your employment with Merseyside Fire & Rescue Authority ("the Authority"), which are required to be given to you under the Employment Rights Act 1996.

**2.0. Collective Agreements**

2.1. The collective agreements specified below are applicable to this employment as follows:

2.2. The National Joint Council for Local Authority Fire & Rescue Services Scheme of Conditions of Service (6<sup>th</sup> Edition) 2004 ("the Grey Book"), so far as the matters contained in the Grey Book relate or apply to a Community Firefighter and so far as they are apt for incorporation into an individual's contract of employment and until amended revoked or replaced, but excluding any provisions as to levels of remuneration or allowances for personnel and reference to any duty systems.

2.3. Any local collective agreements made between the Fire Brigades Union (or other representative body for the time being recognised by the Authority for the purposes of collective bargaining) and the Authority so far as the matters contained in such agreements relate to a Community Firefighter and so far as they are apt for incorporation into an individual's contract of employment and until amended or replaced by any subsequent local collective agreement made between the parties to the initial collective agreement the subject of the amendment or replacement.

2.4. Where there is any conflict or inconsistency between any matter set out in any of the applicable collective agreements specified above and/or anything expressly contained within this statement of particulars, then the contract of employment shall be interpreted and construed by applying the provision which is contained in the document which has the highest level of precedence in accordance with the following order of precedence: -

2.4.1. The express provisions set out in this statement of particulars;

2.4.2. The Grey Book

2.4.3. The local collective agreement most recently made

### **3.0. Job Title/Role**

- 3.1. The title of the job, which you are employed to do, is
- 3.2. The activities which you are required to perform are those within the national IPDS Role Map applicable to your role. The activities you are required to perform may be amended by the Authority provided they remain activities within the national IPDS Role Map applicable to your role. You will be required to undertake driver duties in full compliance with the firefighter Rolemap, section FF9.

### **4.0. Commencement Date & Continuous Employment**

- 4.1. Your employment under this contract is effective from **Date**.
- 4.2. Continuity of Employment with the Authority in accordance with the Employment Rights Act 1996 covers your statutory employment rights.

### **5.0. Probationary Period**

- 5.1. Your appointment is conditional upon the satisfactory completion of a 12 month probationary period.
- 5.2. If during your probationary period, you are unable to demonstrate your suitability for the position to which you have been employed; your employment may after due consideration be terminated.

### **6.0. Place of Work**

- 6.1. Following the completion of your initial training, your place of work will be at a Fire Station or any other premises used by the Authority for its functions within Merseyside as determined by the Authority.
- 6.2. You will be required to work at any fire service premises within Merseyside Fire & Rescue Service at any time when notified by the Authority.
- 6.3. You may be required to work in any other Fire & Rescue Authority's area to the extent considered appropriate by the Authority in respect of provision of cross border assistance and/or mutual aid.
- 6.4. When undertaking detached duties you will be responsible for the transportation of all your personal kit and PPE not held under the pool arrangements at your destination duty station.

### **7.0. Remuneration**

- 7.1. You will be paid the basic salary of a                    for which you have been assessed in accordance with the Grey Book or any different rates applicable to duty systems agreed under local collective agreements with representative bodies.
- 7.2. Your salary will be paid by 13 four weekly payments (two weeks in advance and two weeks in arrears) by bank credit.

### **8.0. Expenses and Allowances**

- 8.1. The Authority will provide you with sufficient items of uniform currently in use by the Authority and considered as appropriate to your role.

### **9.0. Hours of work**

- 9.1. Your normal hours of work will be an average of 42 hours per 7 days (which equates to 48 hours per 8 days), over an 8 week reference period, subject to variation by local agreement, to respond to any emergency incident.
- 9.2. At the sole discretion of the Authority, you may be required to work:
  - 9.2.1. Any of the existing national duty systems as set out in the Grey Book
  - 9.2.2. Any other locally agreed duty system adopted by the Authority as meets the requirements of the Authority's IRMP
  - 9.2.3. It should comply with the relevant UK and foreign law including the Working Time Regulations and Health and Safety at Work regulations.
- 9.3. You will be required to attend at any fire or other incident or emergency or at any other fire service location for reserve or standby duties at any time during your normal hours of duty as notified to you by the Authority.
- 9.4. If you fail to meet the above requirements, then your remuneration may be reduced by the Authority to an amount it considers appropriate, or other sanctions may be separately imposed as provided under the Authority's discipline policy.

#### **10.0. Transfer to Any Other Duty System**

- 10.1. Under this specific contract you do not have an automatic right to transfer to any other duty system.

#### **11.0. Overtime**

- 11.1. You will not be required to work overtime, but any overtime you do work at the request of the Authority will be compensated as per the National/Local Conditions.

#### **12.0. Working Time Regulations**

- 12.1. If you hold employment in which you will actually work an average of more than 48 hours per week over a 17 week reference period, then your continued employment under this contract will be conditional upon a valid current opt out agreement from the above maximum working hours under the Working Time Regulations being given to the Authority by you.

#### **13.0. Other /Secondary Employment**

- 13.1. You may not undertake any form of external employment (including self-employment) for hire or gain, carry on any trade or business or hold any office without the approval of the Authority.

#### **14.0. Overpayments/Deductions from Salary**

- 14.1. Should you receive money from the Authority in error, to which you are not entitled, or be overpaid or otherwise owe the Authority money, you agree that the over payment should be repaid.
- 14.2. In the event of an overpayment being made and following consultation with you, the Authority reserves the right to deduct the appropriate amount from subsequent salary payments and/or require you to repay the amount owed.
- 14.3. Such sums can be deducted from your salary (either in a lump sum or over a reasonable period of time) or be deducted from final payments made on termination of employment.

## **15.0. Annual Leave**

- 15.1. Your annual leave entitlement is allocated in accordance with Grey Book provisions and in accordance with a predetermined leave roster devised by the Authority to meet the exigencies of service.
- 15.2. The leave year runs from 1<sup>st</sup> January to 31<sup>st</sup> December.
- 15.3. During your holidays you will be paid your normal basic remuneration. Additional provisions as to leave are set out in the Grey book (e.g. provisions as to long Service and Public Holiday leave).
- 15.4. Leave should be taken in accordance with the Services Annual Leave policy for operational employees.
- 15.5. If you leave the service of the Authority before the end of the holiday year, you will be required to make an appropriate refund, which will be deducted from your final wage, in respect of any holidays taken that exceed your pro-rated entitlement during the holiday year.

## **16.0. Pension**

Employed on or after 2006

- 16.1. The Authority operates a contributory pension scheme in respect of employment as a Firefighter, namely the New Firefighter Pension Scheme.
- 16.2. This scheme is contracted out of the state Earnings Related Pension Scheme, and national insurance contributions will accordingly be payable at the reduced ('contracted out') rate. A contracting out certificate to this effect will be in force.
- 16.3. You will be automatically enrolled into the "The Scheme" unless you expressly sign an 'Opt Out' form, can be obtained from the People and Organisational Development Pay and Pensions Team on request.

## **17.0. Pension**

Employed before 2006

- 17.1. You are currently a member of the Firefighter's Pension Scheme.
- 17.2. This scheme is contracted out of the state Earnings Related Pension Scheme, and national insurance contributions will accordingly be payable at the reduced ('contracted out') rate. A contracting out certificate to this effect will be in force.
- 17.3. This Scheme is currently part of a National Review of Pensions. Any statutory changes will be cascaded to all members when appropriate, however benefits will remain relevant until changes are implemented.

## **18.0. Notice Periods**

- 18.1. The length of notice, which you are required to give the Authority to terminate your contract of employment is 4 weeks however this period may be reduced on negotiation and agreement with your line manager.
- 18.2. The length of notice, which you are entitled to receive from the Authority to terminate or to change your statement of particulars, is:

- One week's notice if the employee has been employed by the employer continuously for one month or more, but for less than two years
- two weeks' notice if the employee has been employed by the employer continuously for two years, and one additional week's notice for each further complete year of continuous employment, up to a maximum of 12 weeks

18.3. The Authority will be entitled to terminate your employment summarily, i.e. without notice or pay in lieu of notice, if at any time you are found in breach of gross misconduct or if you commit any serious breach of a material term of your contract of employment. This is referenced within the Disciplinary and associated policy on the portal.

## **19.0. Health and Safety**

19.1. Various rules and legal obligations exist for the effective and safe operation of the Authority and the welfare and interests of those who work therein, and you as an employee are expected to comply with them. This includes your obligations under section 7 of the Health & Safety at Work etc. Act 1974.

19.2. From time to time the Authority will exercise its right to change existing rules, or to introduce new ones, which you will be required to observe.

## **20.0. Training Learning and Organisational Development**

20.1. During your employment with the Authority, you will be required to undertake residential training at the National Fire Service College, or any other location, as determined by the Authority. Standard remuneration allowances and leave will apply in respect of the undertaking of residential training in accordance with NJC circulars issued from time to time.

20.2. In the event of you failing to attend such training without good cause or reason, you may be liable to repay the Authority either the whole or a proportion of any financial loss sustained by the Authority, as determined by the Authority.

## **21.0. Trade Union Membership**

21.1. You have the following rights in respect of Trade Union membership and other activities:

- the right to be a member of such trade union as you chose
- the right not to belong to a trade union
- the right where you are a member of a trade union to take part in its activities at appropriate time and to seek and hold office in a union

21.2. The Authority, as your employer, supports the system of collective bargaining 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 employers and employees. To that end the Authority encourages collective bargaining through trade unions.

## **22.0. Compliance with Authority Policies and Procedures**

22.1. You are required to familiarise yourself and comply with the Authority's most current policies, procedures and instructions in place, which are accessible via

the internal portal or further advice or assistance may be sought from the People and Organisational Development team.

### **23.0. Absence and Attendance Policy**

- 23.1. You agree to familiarise and comply with the Authority's most recent Absence and Attendance Policy regarding absences due to sickness. The Absence and Attendance Policy and Service Instructions provides details of the procedures set out in this agreement may be accessed via the portal, further advice may be sought from the People and Organisational Development team.
- 23.2. The Authority reserves the right to ask you, at any stage of unavailability/absence due to sickness, to produce a medical certificate and/or to undergo a medical examination. If you fail to comply with such a request, then the Authority shall have the discretion to cease payment of Organisational payment for absence due to sickness. The provisions for payments are set out in the Grey Book and the Authority's Absence and Attendance Policy.

### **24.0. Disciplinary Rules and Procedure**

- 24.1. The Authority's Discipline Policy and Procedures are applicable to you and are in line with the Fire & Rescue Service National Scheme of Conditions of Service and ACAS Code on Discipline and Grievance Procedures, the conditions of service and procedures may be supplemented, from time to time by procedures adopted by the Authority.
- 24.2. The Authority's Disciplinary Policy reflects and improves on the statutory provisions and the ACAS Code on Disciplinary and Grievance Procedure and is designed to help and encourage all employees to achieve and maintain standards of conduct, attendance and job performance. The aim of the policy is to provide a framework to ensure consistent and fair treatment for all employees in the Organisation. For further details of the procedures please refer to the Grey Book and guidance on the Portal.

### **25.0. Return of Property**

- 25.1. You shall promptly, whenever requested by the Authority and in any event upon the termination of your employment, deliver up, all correspondence and all other documents, records, papers, computer disks, videos, CDs and all other property which may have been prepared by you or have come into your possession, custody or control in the course of your employment, and you shall not be entitled to and shall not retain any copies of them.
- 25.2. Title to all such material and copyright in all such material created solely or in part by you shall rest with the Authority

### **26.0. Grievance Procedure**

- 26.1. The Authority's Grievance Policy and Procedures are applicable to you and are in line with the Fire & Rescue Service National Scheme of Conditions of Service and ACAS Code on Discipline and Grievance Procedures, the conditions of service and procedures may be supplemented, from time to time by procedures adopted by the Authority.
- 26.2. If you have a grievance regarding your employment, in the first instance, where appropriate, every effort should be made to resolve the matter on an informal basis through discussion with your immediate line manager before resorting to the formal stages of the Grievance Procedure. Most issues should be able to be resolved in this way.

26.3 you should refer to the Authority's grievance procedure, which is accessible via the portal or may be obtained from your line manager or the People and Organisational Development team.

#### **27.0. Code of Conduct**

27.1. You must comply with the general principles of conduct detailed in the Code of Conduct Policy.

27.2. The Authority's Code of Conduct Policy is accessible via the internal portal. For further advice contact the Legal Services team.

#### **28.0. Work Life Balance, Statutory Maternity Paternity and Adoption leave**

28.1. The Service have developed several work life balance policies and procedures that support and enable you to balance your paid work, your family life and your ability to attend work: The provisions applicable to you and your individual circumstances may be found within The Work life Balance policies and procedures on the portal.

#### **29.0. Equality and Diversity Policy**

29.1. The service expects every employee to respect the people and cultures with whom or which they work.

29.2. The Authority's Equality and Diversity Policy and Mission, Aims & Values statement is accessible via the portal.

#### **30.0. Bullying and Harassment**

30.1. You have a responsibility to the Authority and your colleagues to encourage a work place culture which respects the feelings and sensibilities of others and to promote behaviour and conduct which does not cause offence.

30.2. The Authority's Bullying and Harassment Policy is accessible via the internal portal for further advice contact the People and Organisational Development team

#### **31.0. Whistle blowing**

31.1. You have a responsibility and a commitment to encourage the highest standards of openness; probity and accountability seek to conduct Authority affairs in a responsible manner.

31.2. In line with this commitment – the Authority expects all employees, and others that we deal with, to be able to voice any serious concerns they have about any aspect of the Authority's work without fear of reprisal.

31.3. Copies of the Whistle blowing procedures are available from the Legal Services as well as the Authority's internal portal.

#### **32.0. Anti-Fraud & Corruption Policy**

32.1. Merseyside Fire & Rescue Authority (the Authority) is determined to maintain its reputation as an Authority which will not tolerate fraud, corruption or abuse of position for personal gain, wherever it may be found in any area of Authority activity.

32.2. The Authority's Anti-Fraud and Corruption Policy are accessible via the internal portal or for further advice contact the Legal Services team.

### **33.0. Confidentiality of Information**

- 33.1 During your employment and after its termination, you are required to observe strict secrecy as to the affairs and dealings of the Authority and shall not during your employment, except in the performance of your duties or after its termination, without the prior written consent of the Authority, make use of information regarding the affairs and dealings of the Authority. This includes any information which you are told is confidential and any information which has been given to the Authority in confidence by suppliers or other persons.
- 33.2. The obligations contained in this clause shall apply to:
- 33.2.1. The information, reports, research, lists and secrets unless and until such information, reports, research, lists and secrets shall have come into the public domain otherwise than as a result of direct or indirect disclosure by you in breach of the terms of this clause.
- 33.2.2. You must not publish any literature, deliver any lecture or make any communication to the media (including the press, radio, television or the internet) relating to the Authority's business or to any matters to which the Authority may be concerned without the prior written authority of the Chief Fire Officer or his nominee.

### **34.0. Data protection**

- 34.1. All employees should ensure that they are familiar with and adhere to the Authority's Data Protection policy and the safeguards encompassed within the Data Protection Act 1998
- 34.2. Confidentiality / data protection regarding all personal information and Authority activity must be maintained at all times (both in and out of work).
- 34.3. A breach of the rules and procedures within this policy may result in disciplinary action being taken against them.
- 34.4. The Authority's Data Protection Policy is accessible via the internal portal or for further advice contact a manager from Strategic Planning.



**ACCEPTANCE OF STATEMENT OF PARTICULARS**

**(under ERA 1996 s. 1)**

**Statement issued by**

Name

Issuers Title

Signature

Date

**ACCEPTANCE OF STATEMENT OF PARTICULARS**

Name

***(Please print name in block capital)***

- I acknowledge and accept this appointment and the Statement of Particulars and I have retained a copy of this Statement for my own information and reference.
- I have read and I have understood the information and the terms and conditions of my employment and my agreement with Merseyside Fire and Rescue Authority as detailed in this statement.

I have undertaken to read all the reference documents, as outlined in this Statement of Particulars and to read and familiarise myself with the Authority's policies and procedures.

- I will undertake to read any amended documents, policies and procedures at the time they are amended.

Signature

Date

I consent to the processing of personal data, including personal sensitive data, within the meaning of the Data Protection Act 1998 in relation to my employment.

Signature

Date

**Please sign both copies of this Statement of Main Terms and Conditions of Employment.**

**One copy should be retained for your own information and the second copy should be returned to:**

HR Policy and Contracts Team, People and Organisational Development, Fire Service HQ  
Bridle Road, Liverpool L30 4YD no later than .