



STATEMENT OF PARTICULARS OF EMPLOYMENT
(Under ERA 1996 S.1)
Retained Personnel LLAR
(Secondary contract)

From Employer: Merseyside Fire & Rescue Authority
To Employee: EMPLOYEE NAME
Service Number: SERVICE NO.
Role: Retained ROLE
Date Contract Commenced: DATE

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. 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 (6th 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. Job Title/Role:

- 3.1 The title of the job which you are employed to undertake is..... 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. Commencement Date & Continuous Employment

- 4.1. Your employment under this contract is effective from DATE. Subject to relevant probationary period.
- 4.2. Continuity of Employment with the Authority in accordance with the Employment Rights Act 1996 covers your statutory employment rights.

5. Place of Work

- 5.1 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.
- 5.2. You will be required to work at any fire service premises within Merseyside Fire & Rescue Service at any time when notified by the Authority.
- 5.3. 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.
- 5.4 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.

6. Remuneration

- 6.1. You will be paid the sum equivalent to 7.5% of your current gross salary payment which is equivalent to a ROLE for which you have been assessed pursuant to Grey Book provisions.
6. 2. In addition:
Where you are called out to an emergency incident you shall be paid the following amounts pursuant to Grey Book provisions:-
6. 2.1. The standard hourly rate of remuneration applicable to your role for which you are entitled, or
- 6.2.2. On Public Holidays, double the hourly rate of remuneration for which you are entitled.
- 6.2.3 Where the period exceeds one hour, payment shall be made for complete periods of fifteen minutes.
- 6.3. 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.

7. Allowances and Expenses

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

8. Hours of Availability

On Call

- 8.1. You will be required to be available to respond to emergency incidents for an average of 42 hours per 7 days (which equates to 48 hours per 8 days), over an 8 week reference period.
- 8.2. Your Hours of Availability must reflect and be compatible with the operational needs of the Authority or in the absence of such, a suitable rota as assessed by the Authority.

Active Work

8. 3. You will be required to actually work at any time during your Hours of Availability in response to a call to attend an incident.
8. 4. You will be required to attend at any fire or other incident or emergency or at any other fire service premise for reserve or standby duties or other work duties related to the IRMP at any time during your hours of availability as notified to you by the Authority.
8. 5. If you fail to meet the above requirements in respect of availability and responses to calls, 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.

Arrangement for Contact

8. 6. You must take all reasonable steps to ensure that you can be contacted immediately at all times during your hours of availability, either by alerter or otherwise. Failure to respond to your alerter or a call from the Authority during your "Hours of Availability" may result in disciplinary action being taken against you.
- 8.7. 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.

Notification of Unavailability

- 8.8. You must inform the duty Staffing Officer, via MACC if you should cease to be available for duty at any time during your hours of availability by reason. You must make this notification by the quickest means possible immediately you are aware that you will not be available for duty during the hours of availability. You must make a further declaration to the Staffing Officer immediately you become available again for duty.

9. Overtime

- 9.1. 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 agreed Local Conditions.

10. Working Time Regulations

- 10.1 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.

11.0 Other /Secondary Employment

- 11.1. 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

12. Overpayments/Deductions from Salary

- 12.1. 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.
- 12.2. 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.

13. Annual Leave

- 13.1. Annual leave for Retained cover will be provided to coincide with your Day contract annual leave entitlement and consequently mirror your day contract leave issue.
13. 2. Your annual leave entitlement is allocated in accordance with Grey Book provisions and in accordance with a predetermined leave rota devised by the Authority to meet the exigencies of the service.
- 13.3. The leave year runs from 1st January to 31st December.
- 13.4. 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).
- 13.5. Leave should be taken in accordance with the Services Annual Leave policy.
- 13.6. All leave will be managed by the Time and Resource Management Department.
- 13.7. If you leave the service of the Authority before the end of the holiday year, you will be required to make an appointment 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.

14. Pension

- 14.1. The Authority operates a contributory pension scheme in respect of employment as a Retained Firefighter, namely the New Firefighter Pension Scheme.
- 14.2. 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.
- 14.3. 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 Pensions Team on request.
- 14.4. Please contact the Pay and Pensions team if you require any further assistance or further information or information in regard to individual benefit enquiries.

15. Notice Periods

- 15.1. 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.
- 15.2. The length of notice, which you are entitled to receive from the Authority to terminate or to change your Retained contract of employment, 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
- 15.3. 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 as detailed in the Disciplinary Policy.

16.0 Health and Safety

- 16.1. 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.
- 16.2. 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.

17. Training learning and Organisational Development

- 17.1. During your employment, you may be required to undertake residential training at the National Fire Service College, or any other location, as determined by The Authority.

- 17.2. 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.
- 17.3. In such circumstances, any repayments due to the Authority will be made by deduction from your wages at rates determined by The Authority.

18. Trade Union Membership

- 18.1. You have the following rights in respect of trade union membership and activities:-
 - 18.1.1. the right to be a member of such trade union as you may choose;
 - 18.1.2. the right not to belong to a trade union;
 - 18.1.3. the right, where you are a member of a trade union, to take part in its activities at appropriate times and to seek and hold office in the union.
- 18.2. 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.

19. Compliance with Authority Policies etc.

- 19.1. You are required to familiarise yourself and comply with the Authority's current policies, procedures and service instructions, which are accessible via the intranet or for further advice please contact the People and Organisational Development team.

20.0 Absence and Attendance Policy

- 20.1. 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.
- 20.2. The Authority reserves the right to ask you, at any stage of unavailability/absence due to your 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.

21. Disciplinary Rules and Procedure

- 21.1. The Authorities 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.
- 21.2. The Authorities 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 please refer to the guidance on the portal.

22. Return of property

- 22.1. 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.
- 22.2. Title to all such material and copyright in all such material created solely or in part by you shall vest with the Authority.

23.0 Grievance Procedure

- 23.1. 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.
- 23.2. 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.
- 23.3. 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.

24. Code of Conduct

- 24.2. The code of conduct specifies the way in which employees of Merseyside Fire and Rescue Service will deal with the issues that are subject to the policy and how the authority expects employees conduct themselves.
- 24.3. The Authority's Code of Conduct Policy is accessible via the intranet for further advice contact the Legal Services team.

25. Work Life Balance, Statutory Maternity Paternity and Adoption leave

- 25.1. The Service has a work life balance policy and procedure that support and enable you to balance your paid work, your family life and your ability to attend work: application of these procedures must be authorised and may be paid or unpaid depending on the circumstances which are applicable to you and your individual circumstances. This information may be found within The Work life Balance policies and procedures on the portal.
- 25.2. Any operational member of the Service who suspects that they are pregnant or who has had her pregnancy confirmed by a medical practitioner will be removed immediately from operational duties and placed on non-operational duties.

26.0 Equality and Diversity Policy

- 26.1. The service expects every employee to respect the people and cultures with whom or which they work.
- 26.2. The Authority's Equality and Diversity Policy and Mission, Aims & Values statement is accessible via the portal.

27.0 Bullying and Harassment

- 27.1. 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.
- 27.2. The Authority's Bullying and Harassment Policy is accessible via the internal portal for further advice contact the People and Organisational Development team

28.0 Whistle blowing

- 28.1. 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.
- 28.2. 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.
- 28.3. Copies of the Whistle blowing procedures are available from the Legal Services as well as the Authority's internal portal.

29.0 Anti-Fraud & Corruption Policy

- 29.1. 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.
- 29.2. The Authority's Anti-Fraud and Corruption Policy are accessible via the internal portal or for further advice contact the Legal Services team.

30. Confidentiality of Information

- 30.1. 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 Chief Fire Officer, 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.
- 30.2. The obligations contained in this clause shall apply to:
 - 30.2.1. 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.

- 30.2.2. 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.

31. Data Protection

- 31.1. 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.
- 31.2. Confidentiality / data protection regarding all personal information and Authority activity must be maintained at all times (both in and out of work).
- 31.3. A breach of the rules and procedures within this policy may result in disciplinary action being taken against them.
- 31.4. The Authority's Data Protection Policy is accessible via the intranet or for further advice contact the People and Organisational Development team.

Please read this statement carefully then complete information on the following page:



ACCEPTANCE OF STATEMENT OF PARTICULARS

(Under ERA 1996 s. 1)

Retained Personnel

(Secondary contract were also employed as Day Shift Personnel)

**Statement
issued
by**

Name

Issuers Title

Signature

Date

ACCEPTANCE OF STATEMENT OF PARTICULARS

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

- Hereby confirm that I acknowledge and accept this appointment, the Main Terms and Conditions of the agreement as outlined in this Statement of Particulars and I have retained a copy of this Statement for my own information.
- 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 Authorities policies and procedures. If I did not understand any specific aspects of such documents I will seek clarification from either my manager or the People and Organisational Development Team.
- 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:

The Resourcing Team, People & Organisational Development Directorate, Fire Service HQ
Bridle Road Liverpool L30 4YD no later than