

Part 2

General Terms and Conditions of Employment

1. General

Your terms and conditions of employment are covered by the National Joint Council for Local Authorities' Fire and Rescue Service, otherwise known as the 'Grey Book' as well as a variety of existing collective agreements negotiated and agreed at local level with the recognised trade union for your employment.

Your appointment is subject to:

(1) Pay and conditions of service in accordance with agreements made under the National Joint Council for Local Authorities' Fire and Rescue Service.

(2) The regulations of Oxfordshire County Council and any supplementary local collective agreements negotiated by Oxfordshire County Council with the recognised trade union for your employment.

As a condition of your employment you are subject to and required to conform to all relevant Oxfordshire Fire and Rescue Service and where applicable Oxfordshire County Council policies and procedures. These are available on the council's intranet or through your line manager. You should be aware that policies are regularly reviewed and updated.

From time to time variations in your conditions of service may result from negotiations and agreements at local levels with the recognised trade union for your employment and these will be incorporated into your conditions of employment.

Oxfordshire County Council undertakes to ensure that any future changes in these terms of employment will be entered in these documents or otherwise recorded for you to refer to within 28 days of the change. Copies of relevant documents are available for viewing on the council's Intranet.

OFRS Policies: <https://intranet.oxfordshire.gov.uk/cms/content/policies-and-procedures-0>

or contact your manager.

OCC Policies: <https://intranet.oxfordshire.gov.uk/cms/content/hr-policies>

2. Right to Work

If you have been granted temporary rights to work in the UK, continued employment with Oxfordshire County Council will be subject to you gaining an extension or being granted additional rights to work in the UK.

3. Confidentiality and Data Security

During and after employment with Oxfordshire County Council, you must maintain confidentiality and security of any information you come into contact with during the course of your work. You are required to comply with the Council's Confidentiality Statement.

You must ensure compliance with the requirements of the Corporate Data Protection Policy and Data Protection Manual. You have a duty to ensure that sensitive information, particularly if it is personal data, is handled in accordance with the latest guidance, is kept secure at all times, particularly if taken outside of a Council site, and that is only shared where it is appropriate to do so.

4. Roles and Responsibilities.

The roles of Oxfordshire Fire and Rescue Service employees are those defined through accredited occupational standards determined by the Fire and Rescue Services Vocational Standards Group. The roles used shall be those considered necessary by Oxfordshire Fire and Rescue Service. Specific activities will be determined to meet the local needs of the service based on risk in accordance with Oxfordshire Fire and Rescue Service Community Risk Management Plan.

The units of competence that form each of these roles are laid down in the NJC

Document – “Fire and Rescue Services Role maps.” Oxfordshire Fire and Rescue Service can require any reasonable activity to be carried out by an individual employee within his or her role map.

The offer of the post as specified does not preclude subsequent changes of role and/or location in accordance with Oxfordshire Fire and Rescue Service policies including Duty Systems, Transfers and Temporary Promotions and Acting up as appropriate to the changing needs of the organisation. A feature of Oxfordshire Fire and Rescue Service is that all personnel are regarded as being interchangeable.

As with all other units in a role map, a fire and rescue authority can require an employee to carry out driving duties. Unless otherwise determined in agreement with the Chief Fire Officer, you must be prepared to drive and operate fire vehicles and other vehicles as part of your duties as and when required.

If you drive a County Council vehicle you will be insured to do so by the County Council subject to you having a valid driving licence. You should notify Oxfordshire Fire and Rescue Service if you are awarded **any** penalty points for Road Traffic Contraventions as these may invalidate County Council insurance. You must ensure that you have adequate insurance cover if you are driving your private vehicle for work purposes.

You are required to attend training courses as directed by Chief Fire Officer.

When on duty, at the request of the Chief Fire Officer, you will be required to undertake appropriate operational duties in another Fire & Rescue Authority as part of the Service's response to any Section 13/16 agreements it has in place at the time and/or a major incident. This may involve providing operational fire cover and/or attending operational incidents.

To comply with health and safety legislation and to meet obligations under the Working Time Regulations 1998 and Drivers hours Regulations you will not be permitted to hold any other office or employment for hire or gain or carry on any trade or business without the written permission of your Station Manager/Line Manager (See Secondary Employment Policy).

In addition to the specific responsibilities of their role, managers in Oxfordshire County Council are required to ensure that employees comply with, and actively promote appropriate legislation, OFRS and council policies, the council constitution and other requirements of the council.

Accountabilities and responsibilities for all employees where applicable include:

- Engaging Service and Resource Planning and financial management processes
- Compliance with and promotion of governance policies; equalities and diversity policies and strategies;
- Ensuring compliance with and actively promoting Health and Safety at work legislation and policies
- Compliance with any professional standards of conduct where applicable
- Compliance with the council's Code of Conduct, which includes ensuring you are never influenced by personal gain, you do not give anyone reason to question your motives, and declare any conflict of interests

5. Health and Safety

As a Manager- It is the responsibility of every employee to co-operate with their employer to ensure the effective discharge of health and safety responsibilities. As a manager you are expected to:

- Promote a positive and pro-active health and safety culture;
 - Ensure health and safety is given a high priority and is an integral part of the way we conduct our services;
 - Undertake necessary health and safety training;
 - Ensure all employees and volunteers under your control are competent and have received the necessary training to carry out their work activities safely;
 - Comply and implement the requirements of the Oxfordshire Fire and Rescue Service health and safety policies and procedures;
 - Ensure risk assessments in accordance with Oxfordshire Fire and Rescue Service procedures are undertaken to reduce risks to a level that is as low as is reasonably practicable. This must consider hazards to both employees, clients and others who use our services;
 - Develop and ensure local working arrangements, safe working practices, guidance etc. are in place to support the output of risk assessment. This embraces the planning of work as well as the assurance that staff are adequately informed, instructed, trained and supervised;
 - Follow all appropriate safety instructions and use safety equipment provided;
 - Monitor the activities for which you have responsibility;
 - Ensure safety events (accidents, incidents and near misses) are reported and investigated;
 - Ensure that health and safety issues are a standing item on team meeting agendas, and actions are monitored through these and through supervision.
- Report any health and safety concerns to your line manager as soon as practicable and to comply with any specific policy as laid down from time to time by the Chief Fire Officer.

As a member of OCC staff-It is the responsibility of every employee to co-operate with their employer to ensure the effective discharge of health and safety responsibilities. As an employee you are expected to:

- To be part of and promote a positive and pro-active health and safety culture;
- Undertake necessary health and safety training;
- Ensure you are familiar and comply with the Oxfordshire Fire and Rescue Service health and safety policies and procedures;
- Ensure risk assessments in accordance with Oxfordshire Fire and Rescue Service procedures are undertaken to reduce risks to a level that is as low as is reasonably practicable. This must consider hazards to both employees, clients and others who use our services;
- Follow all appropriate safety instructions and use safety equipment provided;
- Ensure your work is carried out with due regard for the health and safety of yourself and others (employees, service users, carers, public etc.);
- Support your line manager in the delivery of good health and safety practice and the minimising of risks;
- Ensure you draw to managers attention health and safety problems or deficiencies in the workplace;
- Ensure safety events (accidents, incidents and near misses) are reported with a view to preventing a recurrence

As an employee of the Oxfordshire Fire and Rescue Service, your appearance must in no way impinge on your operational efficiency or compromise your health and safety. Your appearance and the standards expected will comply with the standards set out in the procedure 'Dress, Image Appearance and ID Cards'.

Oxfordshire County Council operates a no-smoking policy and any person appointed is required to refrain from smoking, using e-cigarettes and vaping in the workplace or in any Oxfordshire Fire and Rescue Service vehicle.

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.

Pregnant women and new mothers have a statutory entitlement not to be exposed to risks that could harm either themselves or their unborn child. Female fire fighters will be taken off the run for operational incidents to protect them as

soon as notification is given to the Service. Pregnant employees should expect to be treated in a way that is sensitive to their circumstances and in order to maximise the effectiveness of health protection through an individual risk assessment, an employee must notify Oxfordshire Fire and Rescue Service as soon as possible after she becomes aware of her pregnancy.

6. Probation

Applicable to new entrants to the Local Government Fire Service, your appointment will be held on probation for a period of one year, after which time you will receive your full employment rights. If, within this time, you are found to be, for any reason, unsuited to the service, your appointment will be terminated. The Service reserves the right to extend the probation period beyond one year- this will not affect your statutory rights.

7. Pension

You will be brought into the Fire Fighter's Pension Scheme automatically from the first day of employment unless you elect not to become a member. Further details about your choices can be found in the 'The Guide to Firefighters' Pension Scheme 2015 (England)', located on the Oxfordshire County Council website. Transfer arrangements exist between Fire Authorities and pensionable service with a previous Fire Authority with no break in service will count towards your Fire Service pension.

Should you wish to opt-out of this Scheme, you will not be permitted to complete and return an opt-out form until you commence employment. A refund can only be paid if an opt out form is completed within 3 months of enrolment. If you choose not to join the occupational pension scheme, you are advised to make your own pension arrangements.

If you opt out of the scheme and meet certain age and salary related criteria you will be re-enrolled under our legal requirements for Automatic Enrolment. If you are re-enrolled through auto enrolment you will receive a letter confirming this. If you wish to opt out, the letter will explain the options available to you and the action you need to take.

Contributions range from 11% - 14.5% of whole time equivalent salary plus pensionable allowances and are assessed annually in accordance with the Council's Pensions Policy Statement. Copies of the policy are available on the HR Intranet pages or contact your line manager.

To find out more about the benefits of the Fire Fighters' Pension Scheme, go to <https://www2.oxfordshire.gov.uk/cms/sites/default/files/folders/documents/pensions/membersguide/2015SchemeGuide.pdf>

You have an individual responsibility to be aware of the retirement conditions as contained within your appropriate pension scheme.

8. Occupational Health and Medical requirements

Oxfordshire Fire and Rescue Service is committed to your welfare, health and safety and in order to maximise your attendance at work and length of service you will be required and obliged to undergo periodic medical examinations carried out by an Occupational Health qualified medical advisor as determined by Oxfordshire Fire and Rescue Service.

Failure to attend or give adequate notice at medical examinations may bring you into conflict with Oxfordshire County Council Disciplinary and Capability procedure. Operational Firefighters are required to complete and pass an annual fitness test and 3 yearly medical. Some roles determine a medical every year i.e. Training Centre Instructors. There are also a range of policies to assist you in balancing your home and working lives and for dealing with emergencies when they occur.

Oxfordshire County Council's Monitoring and Managing Sickness Absence policy provides a fair and consistent framework for managing employees when they are unable to attend work due to sickness. It is your responsibility to inform your line manager as soon as you know you are unfit for work. Where there is more than one employment contract, each manager should be advised.

Abuse of the sickness scheme will be considered under the Oxfordshire County Council Disciplinary and Capability procedure.

9. Safeguarding requirements

All employees have a responsibility to safeguard children and vulnerable adults and therefore to be familiar with the safeguarding procedures which are available to view within the workplace.

Certain posts are subject to a satisfactory DBS check and the council may recheck criminal record status in accordance with its policy.

The provision of incorrect or incomplete information may lead to the withdrawal of the offer of employment and the appointment is conditional on a satisfactory DBS certificate as deemed by Oxfordshire County Council. If you have a question over this please contact your appointing officer.

You are required to inform your line manager if you are the subject of any police investigations whilst you are an employee of the council. Any issues which arise from these investigations relating to your employment will be dealt with under Oxfordshire Fire and Rescue Service or where applicable council's agreed policies and procedures.

Where the council becomes aware that an employee working within a post that requires a DBS certificate has failed to disclose offences or has acted in a way which endangers or abuses children, young people or vulnerable adults, this will normally lead to summary dismissal in accordance with the council's procedures.

10. Working hours and annual leave

Your duty system, hours per week and working hours are shown in Part 1 of this contract.

On Call fire fighters are required to attend at the Station to which they are attached for training and maintenance duties for an average of two hours each week on the day and at the time appointed by the Chief Fire Officer.

Your annual leave allowance will be that appropriate to the role as detailed below, the entitlement for part-time employees will be pro-rata. The leave year runs from 1 January to 31 December and allowances for part years are pro rata.

The basic entitlement for On Call fire fighters in any one calendar year, is for the payment of 4 drills in respect of absence from such sessions by reason of annual leave. You will be entitled to the payment of 5 drills providing that, at the commencement of the leave year, you have completed five years of reckonable service.

Role	Scale A	Scale B	Long service
Area Manager	35 days	4 days	3 days
Group Manager & Station Manager	28 days	7 days	3 days
Watch Manager, Crew Manager & Firefighter	25 days	7 days	3 days

Scale A leave

Off-duty days that fall within a period of annual leave count as scale A leave.

Scale B leave

Scale B leave may be taken at the request of the employee on any duty day, including successive days, subject to the policy of the service.

Long service

If at the start of a leave year an individual has at least 5 years continuous full time or part time service under “Grey Book” conditions of service there is an entitlement to an additional 3 days long service leave.

Public holiday leave will be taken on each of the statutory and general National Holidays. Where individuals are required to work on those days, leave in lieu will be granted in accordance with “Grey book” conditions.

The hours of duty to be performed are as prescribed in the current Policy ‘Duty Systems’.

In special circumstances unpaid leave and emergency leave may be granted in accordance with council’s policy.

11. Overtime

The rules on overtime are prescribed in the Schemes and Conditions of Service and the current Oxfordshire Fire and Rescue Service overtime policy.

12. Sickness regulations

An employee on authorised sick leave shall be entitled to full pay for six months in any twelve month period. Thereafter the Fire Authority may reduce pay by up to half for six months. An employee injured as a result of an injury or illness arising out of authorised duty shall be entitled to 12 months full pay. Thereafter the reduction may reduce to half pay for 6 months. Oxfordshire Fire and Rescue Service have the discretion to extend the period of sick pay in exceptional circumstances.

It is your responsibility to inform your line manager as soon as you know you are unfit for work. Where there is more than one employment contract, each manager should be advised. A Doctor’s medical certificate will be required if the absence continues for more than 7 calendar days. For more information see the Monitoring and Managing Sickness Absence policy on the council’s Intranet pages.

Failure to follow procedures, abuse of the sickness leave system or unacceptable levels of absences may result in formal action being taken against you under the capability or disciplinary procedures.

13. Accidents - ‘On duty’

The council has a personal accident scheme which covers employees who are incapacitated as a result of an injury from an accident whilst on duty or a physical assault arising from their employment with the council.

14. Accident - ‘Third Party Claim’

If you are absent as a result of an accident, you are not entitled to be paid for sick leave if damages are recoverable from a third party. Oxfordshire County Council may, however, advance a sum equal to the sickness pay payable under the scheme subject to the employee undertaking to refund the total amount of such allowance in the event of a successful claim for damages. In the event of only part settlement of a claim the council will decide the amount to be refunded, but would not seek to recover more than the employee had received

15. Maternity, Paternity, Shared Parental and Adoption Leave

Leave and entitlements are granted in accordance with ‘Grey Book’ and Oxfordshire County Council Policies (see also item 5 on Health and Safety).

All staff are eligible for unpaid leave and you may be eligible for paid maternity, paternity, shared parental and adoption leave provided you have the relevant continuous service in accordance with the council’s policy. Full details of the current schemes are available from the Fire and Rescue pages of the council’s intranet.

16. Parental Leave

All employees with at least one year's continuous local government service who have responsibility for a child up to the age of 18 are entitled to 18 weeks unpaid parental leave for each child. Up to four weeks parental leave can be taken in any one year.

17. Grievance procedure

If you have a grievance relating to your employment you have a right to raise it with your manager or raise it formally in line with the council's policy and procedure. These are subject to variation and do not form part of your contract of employment.

18. Disciplinary and Capability procedures

The Chief Fire Officer is responsible for the management and discipline of the employees within his control.

You are subject to the Oxfordshire County Council Disciplinary and Capability procedure document.

All uniformed personnel are required to report the initiation of any criminal proceedings against them immediately. The report need only contain details of the charge as supplied by the Police. This includes minor road traffic contraventions such as speeding. The report should be forwarded to the appropriate line manager.

Failure to report the initiation of any criminal proceedings could result in disciplinary action being taken.

19. Notice of Termination of Employment

The minimum period of notice to which you are entitled is shown in the table below. Where an employee has been continuously employed for more than 4 years he/she shall be entitled to receive additional notice of termination as specified in the relevant Employment Protection Act.

Role	Notice period Employee	Notice Period Employer
Fire Fighter on probation (i.e. trainee/ in development): Up to 1 years service Up to 2 years service Fire Fighter other than on probation	1 Week 2 Weeks 1 Calendar Month	1 Week 2 Weeks 1 Calendar Month or one week per year of service, which ever is greater
Station Manager/Watch Manager/Crew Manager:	2 calendar months	2 calendar months or one week per year of service, which ever is greater
Group Manager and above	3 calendar months	3 calendar months or one week per year of service, which ever is greater

20. Council Property/Equipment/Rent/Annual Leave or Money Owed

Any files/documents (electronic and paper), and other property belonging to the council must be kept securely and returned to your manager on or before your last working day. You will be required to reimburse the council for the replacement cost of any equipment which you are unable to return. In addition, you agree that any money owed by you to the council for rent, excess annual leave taken, training expenses, relocation expenses or any other money owed will be recovered from your final salary or any other monies due to you.

21. Payment of salary

Salary is paid monthly on the last working day of the month. Salary is paid from the first day of employment up to the last day of employment, Sunday normally being regarded as the end of the week for pay purposes.

Calculation of monthly salary is based on one-twelfth of the annual salary. Where employees start or leave part way through a month, that month's salary is calculated by dividing the monthly salary by the number of calendar days eligible for that month, e.g. someone who starts on 10th March will receive 22/31 of monthly pay.

22. Overpayment of Salary

In the event of an overpayment of salary, recovery of the overpayment will be made in accordance with the council's Procedure for the Recovery of Overpaid Salary. In accepting your contract of employment, you are deemed to agree to a recovery of overpaid salary in accordance with the procedure.

Where it is clear that an overpayment has been made, you must contact your line manager or submit a query through the IBC immediately to notify them. Failure to do so could result in disciplinary procedures.

23. Travel

All employees are responsible for travel to work including any associated expenses. However, the Council will pay you travelling expenses which you necessarily incur in doing your job. Where possible public transport should be used. Where this is not possible and you are authorised to use your car for business purposes, it is your responsibility to make certain your motor insurance provides adequate cover for business use. Any business mileage will be reimbursed at the Inland Revenue All Car Mileage Rate in line with Fire and Rescue Claims, Reimbursements and Expenses policy.

24. Residential accommodation

If your post requires you to live in accommodation provided, it is a requirement of your employment that you occupy it for the better performance of your duties. You will be required to enter into the Council's standard form of Service Licence Agreement which will be forwarded to you in due course by Legal Services. For the avoidance of doubt, you will occupy the property as a licensee, this accommodation is only made available to you whilst you occupy this post, and you will be required to vacate when your employment ends even if you take up another post with the County Council; the same condition applies if you are still in post on reaching retirement age in that you will be required to vacate the accommodation. You will have no right to remain in the accommodation beyond the end of your employment and will not enjoy any security of tenure.

The County Council has no duty to re-house you on retirement.

You will need to give as much notice as possible of your retirement to allow enough time for you to find alternative accommodation.

25. Registration with professional bodies

If registration to a professional body is an essential requirement for your post, failure to maintain registration may result in the termination of this contract.

26. Data Protection

All personal information held by the council's HR service is collected, processed and stored in accordance with the Data

Protection Act 2018. In accordance with these Data Protection regulations, the council's legal basis for the collecting, processing and storing your personal information is the management of a contract - that is, this contract with you as the employee of the council.

When your employment at the council ends, your personnel file will be retained for 40 years in accordance with the retention schedule and then will be deleted. Details of the retention schedule can be found using the following link: <https://intranet.oxfordshire.gov.uk/cms/content/records-management>

Oxfordshire County Council has a duty to protect the public funds it administers and may use the information you provide for the prevention and detection of fraud within this authority. This includes sharing your information with government departments and organisations. The council may also share information with its external auditors.

27. Political Restriction

If your post is politically restricted under the Local Government and Housing Act 1989, this places restrictions on the political activities you can undertake. Further information can be found on the council's intranet.

You are not eligible to stand for office as a member of Oxfordshire County Council but may participate in District, Borough, Unitary or Parish Council activities, provided that any resulting conflict of interest is declared.

28. Queries

If you have any questions about the detail of this appointment, you should consult either the person who conducted your interview or your line manager.

29. Membership of a Trade Union

This authority, 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 the employees. If collective bargaining of this kind is to continue and improve for the benefits of both, it is essential that the employees' organisations should be fully representative. Oxfordshire County Council is associated with other local authorities represented on national and provincial councils dealing with local authorities' services. Similarly, you are entitled to be in membership of a trade union representing you on the appropriate negotiating body and to take part in its lawful activities.

30. Particular Service Conditions

30a Flexible Duty System

(a) Residential Qualifications

You are conditioned to the Flexible Duty System and are required to perform standby duties as prescribed in the current Duty System Policy.

(b) Car Provision and Allowances

All personnel conditioned to the Flexible Duty system must hold a valid driving licence.

(c) Pay Enhancement

The flexible duty system attracts a pay enhancement of 20% from basic salary

30b Day Crewing- Kidlington. Abingdon or Didcot Fire Stations

a) You will be required to attend training courses and maintain the required competencies to carry out the operational duties utilising the various specialist and other appliances on station.

b) You are required to live in close proximity to the station you are based at. You are therefore required to provide a base for operational cover, within an identified catchment area. In recognition of this requirement you will be paid an accommodation allowance as determined by the relevant policy on Day-crewing allowances.

c) Where the council has provided housing, you are required to reside at the Council property specified in part 1 of this contract. Where occupancy of the Day Crewing property takes place after the 1st April 2009, the tenant is required to pay 50% of the Council Tax and Water Rates (See Item 15 above). Tenants who took up occupancy prior to that date are not required to meet these costs during their tenancy of the property. Exemption from these payments also applies to personnel who were conditioned to the day crewing system prior to 1st April 2009 and have moved to a different property within the day crewing system or from housing allowance to day crewing property after the 1st April 2009.

Note: Day-Crewing personnel in tied accommodation must take responsibility for making prudent plans to cope with future housing needs. You are advised to make arrangements to secure accommodation for when you leave or are transferred from this duty system. For transfer purposes a reasonable notice period will be provided.

30c Training Instructor and Incident Command Development Instructors

a) You are to provide instruction over 9 weekends per annum in addition to your basic hours for which you will receive a 10% enhancement per annum to your basic salary.

b) You must be prepared to provide 2 evening instructional commitments per month in lieu of one rota leave per month.

c) Training centre instructors will be required to complete an annual medical.

30d Additional Responsibility Allowances

Payments will be made and reviewed annually to staff that perform specific and agreed functions, which lie outside their role map, and are identified as additional responsibilities.

31. Statement of Particulars

This document and associated links constitute the statement of written particulars required by the Employment Rights (Employment Particulars and Paid Annual Leave) (Amendment) Regulations 2018.