

Collective Agreement between West Midlands Fire Service / West Midlands Fire Authority and the Fire Brigades Union

This document is a collective agreement between West Midlands Fire Service / West Midlands Fire Authority and the Fire Brigades Union.

The collective agreement is an outcome of discussions that have taken place in respect of a trade dispute registered on 11 April 2018. While this agreement resolves a number of issues it is recognised that there are some issues still outstanding, and therefore this agreement does not resolve the trade dispute in its entirety. It is recognised as a significant contribution to an overall resolution.

For the purposes of this document the contract issued to entrants from 21 July 2017 is referenced as the New Entrants' Contract (NEC).

This collective agreement arises from the trade dispute which exists between the FBU and WMFS/A. All and any agreements referenced and required by this collective agreement refer to agreements between WMFS and the FBU. Agreements made with the FBU will not be constrained by/ dependent upon or shaped by any agreements or understandings the WMFS/A might agree with other staff associations/ trade unions/ representative bodies.

The italicised wording which prefaces each of points 1- 5 is to provide a context for the subsequent paragraphs and reflects the wording of the trade dispute.

1. Matters in respect of Point 1 in the trade dispute

The immediate withdrawal of all contracts of employment which are outside of the Grey Book or which contain changes which have not been agreed with the FBU. Members issued with such contracts to be provided with new terms and conditions which are consistent with and subject to the Grey Book and national and local agreements with the FBU and no further such contracts to be issued to FBU members. To be clear the contracts to be withdrawn and no longer issued include those which suggest the Grey Book role maps are not exhaustive, permit changes to working hours outside the Grey Book procedure, allow management in discipline cases to suspend members with no provision for pay during the suspension, require members to work at non Service sites or which expand on the right of management to make deductions from members' pay.

- 1.1 WMFS has already suspended the clauses related to health activities contained in the Job Description element in the contract issued to new entrants from July 2017 and this suspension has and will remain in place until the NEC is withdrawn and replaced.
- 1.2 WMFS has confirmed that from 6 June 2018 no further new entrants will be provided with the NEC.
- 1.3 The agreed replacement contract is shown as appendix one to this collective agreement. It will be sent by post to affected 'new' entrants and provided to WMFS workplaces by 11.00am Monday 25 June. The covering letter will explain that they are asked to sign the contract which is the product of a collective agreement with the Fire Brigades Union and return it to WMFS within 7 days and that they are advised to retain a copy for their own use. The letter will be clear that in the absence of an objection to the contract by the employee, it will be deemed that the employee will have accepted the new contract and that an employee may wish to discuss the matter further with a WMFS HR person/union representative.
- 1.4 Both parties to this agreement will present the replacement in a positive light reflecting the Fire Authority position with encouragement to the affected employees to accept the replacement contract.
- 1.5 It is acknowledged that as is usual with employment contracts change may occur from time to time as a result of local / national agreements and/or legislative requirements.

- 1.6 Any future contractual changes that the employer wishes to introduce in respect of new entrants will be discussed with a view to seeking agreement with the Fire Brigades Union in advance of their introduction.
- 1.7 Any future contractual changes that the employer wishes to introduce in respect of existing personnel, up to and including the role of Area Manager, shall be subject to appropriate negotiation or consultation with the Fire Brigade Union.

2. Matters in respect of Point 2 in the trade dispute

Agreement that firefighter (control) members will only be required to handle calls within the role maps of firefighters. Specifically, this means they will not be required to handle falls response calls, emergency medical response or other calls outside of those role maps.

- 2.1 Firefighter (Control) staff will only be required to handle calls within the role maps of Firefighters (Control). There will be no expectations for them to manage calls outside of those role maps.
- 2.2 For the avoidance of doubt, that commitment means that WMFS/A control staff who have not volunteered will not be required to deal with any emergency response calls that firefighters would not normally be required to respond to in line with the principles of the activity which can be required under the Firefighter (Control) rolemap.
- 2.3 The NEC recently issued to Firefighter (Control) new entrants will be withdrawn and replaced with agreed contracts by 10am on 25 June 2018.
- 2.4 WMFS/A will inform control staff in general and individually that no-one is required to deal with Telecare or other health-related calls, but they may choose to volunteer to do so. This will be completed by no later than 11.00am on Monday 25 June 2018.
- 2.5 Control staff not trained and deemed competent to deliver this activity (Telecare or other health-related calls) will not be eligible to volunteer.
- 2.6 Both sides recognised that the issue of requirement will be discussed nationally through the NJC discussions on broadening the role.

3. Matters in respect of Point 3 in the trade dispute

Agreement that there will be no more attempts by management to interfere with members' legitimate trade union activities and an undertaking to enter discussions with FBU West Midlands officials with a view to agreeing a new joint protocol preventing further interference in trade union activities and providing specific safeguards where discipline is proposed against FBU officials or representatives.

- 3.1 WMFS/A recognises that the FBU will undertake its duties and responsibilities as an independent trade union. It would not wish to interfere in that process and has no intention to seek to undermine that through alternative consultation with staff. WMFBU recognise that it is appropriate for the WMFS/A to engage with staff on strategic priorities.
- 3.2 Reasonable trade union leave will be provided in order for the FBU to carry out its duties and relevant activities.
- 3.3 This agreement recognises that the proper place for negotiation/consultation is through an agreed industrial relations process and a joint review of the Employee Relations Framework will be undertaken as soon as possible.
- 3.4 WMFS/A agrees that in circumstances where it legitimately believes that an employee who is an FBU representative or an official should be subject to disciplinary investigation it will bring the matter to the attention of the FBU Brigade Secretary and/or Brigade Chair. Should the Brigade Secretary or Chair be the subject of suspicion

notification will be provided to the FBU Executive Council member and/or Regional Secretary. In either case, subject to any confidentiality or other legal restrictions placed on WMFS/A, such notification will include that it has sufficient information/grounds to warrant an investigation.

4. Matters in respect of Point 4 in the trade dispute

Confirmation that, in the absence of local or national agreement with the FBU, there will be no more attempts to offer members inducements, financial or otherwise, to accept changes which are inconsistent with the Grey Book such as additional duties outside role maps.

- 4.1 WMFS/A is committed to collective bargaining and confirms that it understands its responsibilities under Section 145(B) of TULRCA 1992.
- 4.2 Notwithstanding that WMFS/A is firm in its view that it has not offered inducement and would not wish to do so, WMFS/A reaffirms that it will not offer inducements, financial or otherwise, to accept changes which are inconsistent with the Grey Book such as additional duties outside role maps.
- 4.3 However, it is content to raise awareness of what inducement means with relevant groups of staff.
- 4.4 As part of this process WMFS/A commits to
 - Provide a statement/section within the Employee Relations Framework (ERF) as part of the ERF review that clearly sets out guidance in relation to our approach on collective bargaining and inducement.
 - Provide the appropriate level of development and guidance for managers and staff
 - Implement joint training and communications as an outcome of the ERF review.
- 4.5 The proper place for negotiation/consultation is through an agreed industrial relations process and a joint review of the Employee Relations Framework will be undertaken as soon as possible. Both parties commit to agree a process relating to the ERF including a timeline which will be quicker than has been the focus in joint discussions with the FBU on this matter to date.

5. Matters in respect of Point 5 in the trade dispute

An undertaking that the Fire Authority will address the problem of repeated and systematic dictatorial management by those they employ as senior managers. This will include entering into discussions with FBU West Midlands officials with a view to reaching a collective agreement on consultation, negotiation, openness, and on prioritising health and safety rather than focussing on finding fault by staff and rushing to discipline against our members in West Midlands.

- 5.1 WMFS/A will be commissioning an objective cultural review to be carried out by an independent external body or person. The Fire Brigades Union will be consulted to agree the Terms of Reference and associated matters.
- 5.2 As part of this process WMFS/A will carry out an internal review that will provide a 'snap shot' picture of the Service and focus on areas such as:
 - leadership
 - decision making and
 - performance management
- 5.3 WMFS/A will agree the Terms of Reference and associated matters with the Fire Brigades Union.
- 5.4 WMFS/A note the level of 'yes' response to the recent FBU ballot of its members and that WMFBU believe it reflects a wider level of dissatisfaction amongst its members.

- 5.5 WMFS/A wish to explore about the causes of this dissatisfaction and, at this stage, believes it may be largely reflective of uncertainty around the future and potential change. It will therefore undertake initial soundings in order to inform the scope of a cultural review which will then take place as soon as possible. The proposed method will be discussed and agreed in advance with the Fire Brigades Union as will the findings.
- 5.6 It is agreed that further discussion will take place on the application of the SRSC Regulations in West Midlands Fire Service. The aim is to complete this work by 31 July 2018. As a start to this wider process, WMFS/A is committed to a joint review of the Health and Safety Framework to ensure it remains aligned to the Health and Safety at Work Act and in particular health and safety representatives activities. Further, the Service is ensuring that Health and Safety Risk Assessments will be undertaken for new projects along with Equality Impact Assessments. This will be required at the consultation stage of projects when they are presented at the Joint Consultative Committee where the FBU is represented.
- 5.7 It is agreed that discussions will take place to ensure that the principles and requirements of the respective parties in the NJC Joint Protocol for Good Industrial Relations are meaningfully implemented in the Fire Service in the West Midlands. The aim is to complete this work by 31 July 2018.

6. Next steps and matters left out-standing

- 6.1 In making this agreement it is acknowledged that further discussion needs to take place to address the matters in the trade dispute not yet resolved, these are:
- Re: Point 1 – clarification and then discussion around the matter of ‘existing firefighters’, which refers to staff joining the service who have been issued with contracts with elements which had not been discussed with the FBU;
 - Re: Point 5 – the application of the SRSC Regulations in West Midlands Fire Service. As a start to this wider process, WMFS/A is committed to a joint review of the Health and Safety Framework to ensure it remains aligned to the Health and Safety at Work Act and in particular health and safety representatives activities. Further, the Service is ensuring that Health and Safety Risk Assessments will be undertaken for new projects along with Equality Impact Assessments. This will be required at the consultation stage of projects when they are presented at the Joint Consultative Committee where the FBU is represented;
 - Re: Point 5 - to ensure that the principles and requirements of the respective parties in the NJC Joint Protocol for Good Industrial Relations are meaningfully implemented in the Fire Service in the West Midlands;
- 6.2 For the avoidance of doubt, until those matters are resolved, the trade dispute notified on 11 April 2018 remains in place.
- 6.3 Both parties agreed that discussions to resolve the dispute in its entirety will continue.
- 6.4 Contingent upon this collective agreement being made prior to 24 June 2018 (which includes the matter of inducements) the FBU will take the necessary steps to end its current legal action re section 145B of TULRCA 1992.

- 6.5 In respect of the legal action referred to in 6.4 above, in the event that the legal action is ended as described in 6.3, both sides agree to bear their own costs in respect of any costs incurred in connection with that case.
- 6.6 Contingent upon this collective agreement being made prior to 25 June 2018, and the contract matters in points 1 and 2 implemented before 11.00a.m. on 25th June, the FBU will take the necessary steps to cancel the notified strike action planned for 30 June and 4 July 2018.

Signed:



Name: SARAH WARNES

Role: STRATEGIC ENABLER,
PEOPLE

Signed on behalf of – Chief Fire Officer

West Midlands Fire Service



ANDY DARK

ASSISTANT GENERAL
SECRETARY

Fire Brigades Union

REPLACEMENT CONTRACT

CONTRACT OF EMPLOYMENT**WRITTEN STATEMENT OF EMPLOYMENT PARTICULARS**

The following statement of Terms and Particulars is issued in accordance with the provisions of the Employment Rights Act 1996.

Parties to the Agreement

Name and Address of employer: **West Midlands Fire and Rescue Authority**
99 Vauxhall Road
Birmingham
B7 4HW

Name of Employee: «M_8_Full_Name»

Roll Number: «M_9_Roll_No»

Date on which particulars given: <DATE>

1. GENERAL

1.1 DATE OF COMMENCEMENT OF EMPLOYMENT: <DATE>

1.2 START DATE OF CONTINUOUS SERVICE: <DATE>.

This is 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 when calculating your entitlement to: occupational maternity leave, redundancy, sickness absence, annual Leave & notice period. Following some breaks in service, previous service in a local authority or related body may also count as continuous service for calculating annual leave, occupational maternity pay and occupational sick pay.

No previous employment with another previous employer, other than those cited above, counts as continuous employment with West Midlands Fire Service.

1.3 JOB TITLE: <JOB TITLE>

The duties of your position will be in accordance with your rolemap and the activities will be those agreed by the NJC or variations agreed locally through collective bargaining. The roles used shall be as the Fire Authority considers necessary and reasonable activities within your rolemap will be determined by the Authority to meet the local needs of the Service based on risk. The activities are subject to the type of work which it is agreed can be undertaken.

1.4 DEVELOPMENT

Development: This phase would normally last up to 3 years. During this time you will be assessed against the different functions and behaviours that make up the

role in delivering prevention, protection and response activities until you have proved your competency.

The development period will be in accordance with the NJC agreement and will be managed under The Services existing policies. The aim of this is to ensure consistent and fair treatment for all employees. If you do not satisfactorily complete your development period your appointment may be terminated by The Service giving the required notice period.

2. PLACE OF WORK

You will be required to work from any of the Service's locations as appropriate. Moves to other locations will be in the interest of the Service on either a permanent or temporary basis but will be in consultation with yourself and in line with Service policy and will be contained within West Midlands Fire Service borders. This does not necessarily apply where temporary secondment arrangements are put into place. Secondments are voluntary. Your normal place of work will be: _____

3. TERMS AND CONDITIONS OF EMPLOYMENT

The scheme of conditions of service applicable to your role are collectively negotiated by the National Joint Council (NJC) for Local Authorities' Fire Brigades and is commonly known as the Grey Book.

Your terms and conditions of employment (including certain provisions relating to your working conditions) are covered by existing local and national collective agreements negotiated and agreed with a specific trade union or unions and recognised by this Service for collective bargaining purposes.

These agreements are embodied in the National Joint Council for Local Authority Fire Authority Fire and Rescues, Scheme of Conditions of Service Sixth Edition (Grey Book), as well as in other documents, which are equally available to you. If you wish to have sight of these documents they are available on the Intranet.

From time to time, variations in your terms and conditions of employment will result from local and national negotiations and agreement with the recognised trade unions.

Where legislation requires The Service to make individual agreements to implement its responsibilities as an employer, an individual and The Service may modify those specific areas within the collectively-agreed arrangements.

The principal conditions at the time of issue of this statement are set out below. For any subsequent amendments to these particulars, please refer to the agreements mentioned in this paragraph.

All uniformed personnel undertaking an operational role have a responsibility to ensure that they maintain their levels of fitness to an operationally accepted standard. This is outlined in the Service's Fitness Policy. Failure to maintain fitness may result in a referral to our capability policy and could impact on your continued employment.

4. CODE OF CONDUCT

As a public sector organisation the public is entitled to expect the highest standards of behaviour and conduct from all our employees. Further details of these expectations and standards can be found in the Service's Code of Conduct policy which include the

Services Core Values. These will be a focus of the induction and throughout your career with the Service.

5. Diversity, Inclusion , Cohesion and Equality

It is the responsibility of every employee to understand our equality and diversity commitments and statutory obligations under current equality legislation including the Equality Act 2010. The Service has a clear set of Core Values which outline the expectations on employees to:

- Act in ways that support equality, diversity, inclusivity and cohesion and recognises the importance of people's rights in accordance with legislation, policies, procedures and good practice.
- Value people as individuals and treating everyone with dignity and respect, consideration and without prejudice, respecting diversity and recognising peoples expressed beliefs, preferences and choices in working with others and delivering appropriate services.
- Recognise and report behaviour that undermines equality under Service policies.
- Be consciously aware of own behaviour and encourage the same levels of behaviour in colleagues.
- Acknowledge others' different perspectives and recognise the diverse needs and experiences of everyone they come into contact with.
- Support the inclusivity objectives of the Service as a priority.

6. PAY AND ALLOWANCES

Your basic pay is <£Salary> per annum. Your salary will be pro-rated if you work part time and will be paid monthly into your Bank or Building society account on or around the 25th of each calendar month subject to normal payroll deductions.

Salary scales may be increased annually each year, following appropriate negotiations at the National Joint Council and normally payable from 1 July backdated where required. Any allowances in addition to your salary will be indicated above if specific to the role or available on the Intranet site.

It is your responsibility to inform the HM Revenue and Customs of any changes in circumstances that impact on your tax coding or benefits e.g. Marriage, Divorce and Retirement etc.

The Service will seek to deduct any monies owing from you to the Service. This could include overpayment of allowance or annual leave or when requested by you. Such deductions can be made from any relevant salary payment provided that you are notified of the deduction and of the reason. When your employment terminates The Service will deduct from your final salary payment any amount which you owe to The Service.

7. HOURS OF WORK

Your hours of duty are 42 per week.

Development firefighters may undergo training in a variety of places and ways to support them in their development.

The Service operates a variety of shift patterns/rota systems as outlined on the WorkForce Planning Intranet site. These may be amended, through local agreement with the recognised trade unions only.

You will not be required to work paid overtime for this post.

You may from time to time be required to work casual overtime as detailed in the Grey Book.

Overtime will be paid at the appropriate rates in line with your conditions of service and local arrangements.

Additional Allowances

Once you gain competence and can demonstrate you are actively maintaining your continual professional development you can apply for CPD payments. These payments are not retained on promotion. Further and full details please refer to the CPD policy contained on the intranet.

8. OUTSIDE INTEREST/SECONDARY EMPLOYMENT INCLUDING ARMED FORCES

For the duration of this contract, you must not undertake any other paid employment without the express agreement of The Service. You must also not engage in any other outside activity, paid or unpaid, which might interfere with the effective discharge of your duties or adversely affect The Service in any way. You are required to disclose any outside employment to the Service. When disclosing any outside employment, you must disclose the nature of it and advise the Service of the number of hours worked. Permission or consent from the Service will then be considered. The Service reserves the right to withdraw its permission/consent at its absolute discretion. The Service requires that you must declare membership of any organisation which has secrecy about rules or membership or conduct.

9. ANNUAL LEAVE AND PUBLIC HOLIDAYS

You are entitled to 22 days annual leave with an additional 5 days for long service after completing years 'continuous service'. In addition you are entitled to 8 statutory and public holidays. The leave year runs in line with leave policy and leave will be balanced across the year and taken only in agreement with The Service.

You will be paid your normal basic remuneration during such holidays. If you are contracted to part time, these hours will be pro-rated. If you start working, leave or amend your working hours your entitlement will be adjusted accordingly.

Working on a statutory or public holiday will be paid in accordance with National Joint Council for Local Authority Fire Authority Fire and Rescues, Scheme of Conditions of Service Sixth Edition (Grey Book).

Under normal circumstances you cannot carry over holiday entitlement from one holiday year to the next. Any holiday entitlement not used in a holiday year will be forfeited except where specific exception agreed or in cases of maternity leave. Please refer to our policy on leave.

If at the termination of your employment you have holiday accrued but untaken, you will normally be required to take that leave during any period of notice given to or by you, in accordance with the needs of the Service. If this is not feasible, then you will be entitled to a payment in lieu of any accrued but untaken holidays. Any excess of leave taken will be adjusted in your final salary.

10. SICKNESS ABSENCE

If you are absent from work through sickness or injury you must comply with The Service's requirements for reporting your absence. Further details are contained in the Managing Attendance Policy.

The Service will pay an employee occupational sick pay for periods of authorised absence for injury and sickness in line with the Attendance Management Policy.

The Service reserves the right, at any stage of absence to require employees to provide medical certificates or attend medical examination by a doctor specified by the Authority. Costs will be borne by the FRA.

Where an absence results from an incident which gives rise to a third party claim, The Service will make payments in accordance with the sick pay scheme. However, where monies can be and are recovered as a result of the third party claim, then the employee is expected to repay the related sick pay that has been received.

11. PERIOD OF NOTICE

The period of notice that an employee is required to give to terminate their employment, on or after 4 weeks service will be 1 calendar months notice in writing.

Except in cases of gross misconduct termination of employment the minimum period of notice that the employer will give to an employee will be;

<u>Period of Continuous Employment</u>	<u>Minimum Notice</u>
Up to one year	1 week (subject to a minimum of 4 weeks service)
Less than 12 years	1 week for each complete year of continuous service
12 years or more continuous service	12 weeks

The Service reserves the right to make a payment in lieu of notice upon termination of your employment (rather than you working out your notice period). This provision, which is at the employer's discretion, applies whether notice to terminate the Contract is given by you or by The Service.

The Service reserves the right to require you not to attend the workplace during the notice period. The contract of employment will remain in force during this period and you are not permitted to take up employment elsewhere during this period.

12. PENSION

You are eligible for membership of the 2015 Fire Fighters Pension Scheme/LGPS (delete as appropriate) and a scheme guide was provided to you with your letter of offer. Should you require further information on the scheme and the benefits of membership please contact Pensions@wmfs.net.

13. TRADE UNION MEMBERSHIP

The Service, as your employer, advises you to be a member of a Trade Union.

14. HEALTH SAFETY AND WELLBEING

The Health, Safety and Wellbeing Team can assist you in taking care of your health and safety at work, as well as your wellbeing and fitness. Any accident/injury, near injury (Near Hit) or incidence of violence must be reported. All new employees must complete the e-cademy health and safety induction, as this is a legal requirement.

The Health & Safety Policy and relevant Standing Orders No.19 are available on the intranet. It is expected and important that you put your safety first and familiarise yourself with the safety procedures and safe systems of work and comply with these. You will also be responsible for ensuring that you do not act in a way that endangers your own health and safety or endangers the health and safety of others.

The Authority undertakes to comply with all Health and Safety legislation as a minimum standard to provide and maintain as far as reasonably practicable a working environment for employees that is safe and without risk to health. Your responsibilities as an employee are outlined in the Services Health and Safety policy.

15. POLICIES & PROCEDURES

All employees are subject to the policies and procedures (Standing Orders) of the Service. A full list of the applicable Standing Orders can be found on the Intranet.

16. DISCIPLINARY AND GRIEVANCE PROCEDURE

The discipline procedures, which are applicable to all employees, are detailed in The Service's Disciplinary Policy and Procedures. This Policy identifies the procedures that are to be followed in the event of you wishing to appeal against any disciplinary action that affects you. The Disciplinary Procedure is available on the intranet as Standing Order 02/01. Where it is considered necessary to suspend an employee during an investigation the suspension will be on full pay unless the employee commences sick leave then the pay will be in accordance with the rules of the sick pay scheme.

The Grievance Policy and Procedures, which are applicable to all employees, are detailed in The Service's Grievance Policy and Procedures. The Grievance Procedure is not contractual in effect and available on the intranet as Standing Orders 02/02.

Specific conditions regarding discipline and grievance are contained in the Scheme of Conditions of Service applicable to your role commonly known as the Grey Book.

17. GIFTS & GRATUITIES

You are required to comply with the Services rules and procedures governing the acceptance of gifts and hospitality which can be found on the Intranet.

18. RIGHT TO WORK

This appointment is subject to satisfactory evidence of your right to take up employment within the UK. In this respect you will be required to produce satisfactory evidence prior to, and during your employment within The Service.

Should your right to work status be limited or require renewal or extension during the course of your employment, then it is your responsibility that any application or request is submitted in a timely manner in order to ensure that you have the legal right to work in the UK at all times.

If your employment is dependent on a valid work permit please ensure that you notify your manager when your work permit is due for renewal. If, for any reason your right to work in the UK is revoked, you must inform The Service immediately and your continued employment with The Service will be considered.

Should your right to work status be dependent upon sponsorship from The Service, additional information may be requested, stored on file or incidences need to be reported in order to comply with our legal obligation as a sponsor.

19. DISCLOSURE AND BARRING SERVICE (DBS) DISCLOSURE

It is the policy of the Service to undertake disclosure checks via the Disclosure and Barring Service as appropriate under Service policy in line with current legislation. Any criminal records will be taken in to account for recruitment purposes only when the conviction is relevant to the post applied for.

The offer of this post and continuation of the appointment is subject to a satisfactory DBS disclosure if the post is listed as an exemption on the Rehabilitation of Offenders Act or is deemed necessary under current government legislation.

The Service retains the right to request that a further disclosure be sought at any time throughout your employment in line with new and changing legislation.

20. DISCLOSURE OF CAUTIONS / CONVICTIONS

If you are notified that criminal proceedings shall be, or may be taken due to an alleged criminal offence arising from any incident, it is your duty to notify your line manager in writing at the earliest opportunity.

CIRCUMSTANCES

- Arrest
- Notification of any criminal charge or charges
- Charges as a result of driving fire service vehicle whilst on duty
- Motoring offences whilst off duty
- Offences other than motoring whilst on or off duty
- Instances where civil or criminal proceedings are taken as a result of a fire or a fire Contravention of Fire Safety Legislation
- Instances where civil proceedings are taken as a result of the actions of operational Personnel

Such notification should be via the appropriate line management structure together with any supporting documents giving full details of any arrest and alleged offence. If you are involved in criminal proceedings concerning a matter which has no direct connection with the

Fire Service, or civil proceedings connected with the Fire Service, you must notify your manager at the earliest opportunity.

21. SECURITY / ID BADGES

It is a condition of your employment that you comply with Service policy on the above and that you agree to wear/display/carry your identity/security badge on your person at all times when on Service premises or carrying out Service business.

22. NOTIFICATION OF CHANGES

You are required to update the relevant employee system of any changes to your personal circumstances, for example, name, address, emergency contact and marital status.

You are required to comply with the Service's policies and procedures. All policies, procedures and guidelines can be accessed via the Intranet, or copies can be obtained from your line manager.

23. SMOKE FREE WORKPLACES

As part of being a responsible employer The Service is a non-smoking organisation. Employees are not permitted to smoke within or on Service premise other than in line with our Smoke Free Policy 0204.

24. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS

All Service employees are required to act in such a way that at all times safeguards the health and wellbeing of children and vulnerable adults. Familiarisation with and adherence to Service Safeguarding policies is an essential requirement for all employees as is participation in mandatory/statutory training relevant to the duties you undertake.

25. WHISTLEBLOWING

If at any time you are concerned by any potentially unlawful conduct or practice which you witness during your employment you must raise this concern with the relevant person as determined in The Service's Public Interest Disclosure Policy (Whistle Blowing Policy). A copy of this policy is available on the intranet site. Please note that this policy is not to be used where you have a personal grievance or feel you or others are being subjected to perceived bullying and harassment. Any concern of this nature should be submitted in accordance with The Service's Grievance or Bullying and Harassment Policies.

Acceptance

I hereby accept the offer of appointment on the terms and conditions set out above and with specific reference to the letter of appointment.

Signed Date