

THE BIRMINGHAM WORKFORCE CONTRACT OF EMPLOYMENT FOR JNC OFFICERS

Version 3
Version Date: 1 April 2025

Terms and Conditions of Employment

This Contract of Employment contains a statement of the applicable terms of your employment as required by Section 1 of the Employment Rights Act 1996 and should be read in conjunction with your offer letter.

Your employment is also governed by the Terms and Conditions of Employment agreed by the Joint Negotiating Committee (JNC) for Chief Officers of Local Authorities ('the National Agreement') as adopted and varied, amended or superseded by this Contract and Appendix 1. From time to time the National Agreement or local terms and conditions may be amended, varied or superseded as a result of negotiations.

Birmingham City Council recognises certain trade unions for the purposes of collective bargaining. Any Collective Agreements currently in force, including changes to these agreements and any new collective agreements will automatically form part of your contract of employment whether or not you are a member of a trade union.

Further details of the Collective Agreements in force are available from the intranet site. Together they all form the terms and conditions of your employment with the Council.

Your Employer

Your employer is BIRMINGHAM CITY COUNCIL, The Council House, Victoria Square, Birmingham, B1 1BB ('the Council').

Position Title

Your position title is as set out in your offer letter.

From time to time you may be required to undertake other or additional duties as we may reasonably require.

Salary

Your salary is as set out in your offer letter.

The entitlement to performance related salary progression within the grade will be offered, which is that employees will be entitled to performance related salary progression subject to not being at the maximum for the grade and meeting performance based criteria.

There will be no entitlement to a salary review after notice has been given by either party to terminate your employment.

Salary is paid monthly in 12 equal instalments by direct credit to a bank or building society of your choice. Monthly salary payment is payable on 28th of each month unless this coincides with a weekend or bank/public holiday in which case the payment date will be the preceding Friday. In the months of December and January, however the Council may decide to make payments at other times in the month.

Continuous Service

The date from which your continuous service runs is as set out in your offer letter.

Any previous continuous service with any organisation covered by the Redundancy Payments (Local Government Modification Orders for Local Authorities and Related Bodies) will be included in calculating your entitlement to:

- i) a redundancy payment;
- ii) sickness allowance;
- iii) maternity allowance;
- iv) paternity allowance;
- v) annual leave;
- vi) notice period.

With the exception of any entitlement to a redundancy payment, the above will also apply if you were made redundant from an organisation covered by the Orders listed above in the 2 years before joining Birmingham City Council.

Where an employee returns to local government service following a break for maternity reasons, or reasons concerned with caring for children or other dependants, he or she will be entitled to have previous service taken into account in respect of the sickness and maternity schemes provided that the break in service does not exceed 8 years and that no permanent paid full time employment has intervened. For the purpose of the calculation of entitlement to annual leave the 8 years' time limit does not apply provided that no permanent full-time employment has intervened.

Political Restriction

Some senior employees hold posts that are politically restricted to ensure perceptions do not arise that their personal or political opinions may have influenced or improperly interfered with their work. Under the terms of the Local Government and Housing Act 1989 your post is politically restricted.

Probationary Period

Your employment is offered subject to a 6-month probationary period where you are a new employee to Birmingham City Council (12 months for certain posts – people who work with children). During the probationary period your performance and suitability for continued employment will be monitored in accordance with the Council's probationary procedure. You will be informed in writing if you have successfully completed your probationary period, or whether the probationary period is to be extended or whether your employment is to be terminated.

Work Location/Job Role

Your work location is as set out in your offer letter.

If there is a business need you might be required to work in any directorate or location within the Birmingham conurbation at the discretion of the Council.

Any job transfer will be commensurate with your current grade and level of experience. The transfer would be made in accordance with your conditions of service and following a period of meaningful consultation.

This appointment is subject to this mobility clause, which provides for the movement of staff to alternative work locations for business reasons.

Hours of Work

Birmingham City Council delivers many of its services over 7 days a week for a 24hour period each day.

The core working week is defined as 36.5 hours each week (pro rata for part time working). However, the duties of a JNC Officer may not satisfactorily be undertaken within a fixed working week and some element of unsocial hours may be required for the proper performance of the responsibilities of the post.

All such hours to be worked within the various contracted agreements that currently exist within Birmingham City Council. This may include working within the parameters of agile working arrangements that exist.

You recognise and agree that due to the business needs of the Council, you may be required to work outside the core working week as defined above. This may include the need for working on any 5 days from 7 which would include a weekend working requirement as part of the normal working week. If you work any additional hours or work hours outside of the normal core hours you will not be eligible to receive any additional payment/overtime payments.

The normal working week may be varied, and you may be required to work alternative hours or days, or additional hours or days, or other working patterns, all of which are determined by business need.

Where there are to be variations to the normal working week which are understood to exist at the time of commencement of your contract of employment then these will be clearly defined within the offer letter for the relevant employees.

By signing the offer letter, you are giving a commitment to agree to a change to the pattern of hours of work or pattern of days of work or to additional hours as may be required by business need, subject to individual consultation.

The Council endorses the principles of a work/life balance and will consider individual requests for change to working arrangements subject to operational needs.

The number of hours you are required to work is set out in your offer letter.

Dual Employment

Officers within purview of this committee shall devote their whole time, service, to the work of the Council and shall not engage in any other business or take up any other additional appointment without the express consent of the Council. You must inform your line manager immediately if you plan to work for another employer or plan to work for another employer and the number of hours you are required to work for that other

employer. This obligation includes any other employment you have with the Council and any work you do or plan to do on a self-employed basis.

If your employment with the Council is your primary employment contract, then your line manager reserves the right to refuse permission for other employment where:

- i) a conflict of interest exists;
- ii) the number of hours worked has implications for the health and safety of Birmingham City Council service users; iii) there are significant implications for Birmingham City Council's duty of care to its employees.

You will receive an annual notification asking you to update your manager if you work or plan to work for another employer and to provide details as outlined above.

The Working Time Regulations

The Working Time Regulations 1998 oblige the Council to ensure that you do not work more than 48 hours a week (on average) unless you have signed an agreement opting out of this limit. If you have agreed to work more than an average of 48 hours a week with more than one employer including Birmingham City Council, you will need to sign an opt-out agreement. This is available on the intranet or ask your line manager for a copy.

Disclosure and Barring Service

If your role is deemed to require a DBS check as per DBS eligibility criteria, such as if you work with children or vulnerable adults (including positions enabling access to personal client records) we must obtain a Disclosure and Barring Service (DBS) clearance.

You must satisfy these conditions to enable you to commence your appointment.

Please refer to the Council's Handling DBS Certificate Information policy and the employee privacy notice available on the intranet for information about how we process your personal data for this purpose.

Disclosure of Criminal Convictions Whilst in Employment

You are required to disclose details to your line manager if you are arrested, charged or prosecuted for any criminal offence or if convicted (including a finding of guilt, regardless or not of which a conviction is recorded) of any criminal offence, whilst in employment with the Council. Failure to disclose any such convictions may result in disciplinary action being taken against you.

In respect of road traffic offences, if your employment is subject to a DBS check, and/or you are required to drive as part of your work with the Council, then you should also inform the Council accordingly.

Please refer to the Council's employee privacy notice available on the intranet and Council website for information about how we process your personal data for this purpose.

Employees who do not have access to the intranet can obtain a copy of the privacy notice from their line manager.

The Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018

A person who is disqualified under the 2018 Regulations may not provide relevant childcare provision or be directly concerned in the management of such provision. Where relevant, you will be required to complete a declaration form stating that you are not disqualified. The DBS will be checked against the list of offences in the Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018. Full details can be found on the intranet.

Please refer to the Council's employee privacy notice available on the intranet and Council website for information about how we process your personal data for this purpose.

Employees who do not have access to the intranet can obtain a copy of the privacy notice from their line manager.

Leave Year

Your annual leave year will either run from 1st April to 31st March or will be anniversary-based running for a 12-month period from the month in which your employment commenced.

Leave that is not taken in the leave year cannot be carried forward to a following leave year other than for operational reasons or in other exceptional circumstances.

You will be paid at your normal rate of pay for all authorised annual leave.

Annual Leave

Leave can only be taken in agreement with your line manager who must take account of service needs in granting leave. You may be refused annual leave if the dates requested are not convenient to the Council in light of service needs, taking into account matters including annual leave previously granted to other members of staff.

The annual leave entitlement for JNC Officers is set out in working days is related to periods of continuous service as follows:

Basic	5 years	10 years	20 years
29	33	34	35

Leave will be on a pro rata basis for employees who work part-time. You will be paid at your normal rate of pay for all authorised annual leave.

If you leave your employment during the year you will be entitled to annual leave proportionate to the number of completed days' service during the leave year.

If you have taken more annual leave than your accrued entitlement at the date your employment terminates, the Council shall be entitled to deduct from any payments due to you.

For employees who work term-time, the annual leave entitlement has been included in the salary calculation and no further annual leave is permitted other than the school holidays. In addition, you will not normally be expected to work on days outside school terms.

Bank/Public Holiday Entitlement

The annual bank/public holiday entitlement for full-time employees, as approved by Birmingham City Council, is normally (dependant on Easter bank holiday dates and individual leave year) 8 days for bank/public holidays. These days are in addition to the annual leave entitlement outlined above.

If you are a part-time or job-share employee your annual leave and bank/public holiday entitlement will be proportional to your hours of work.

Employees who work term-time only will also have their bank/public holiday entitlements included in their salary calculation and no further leave is permitted.

Notice Period and Termination of Employment

The period of notice on either side will normally be 3 months but this can be changed by mutual agreement.

We shall be entitled to dismiss you at any time without notice if you commit a serious breach of your obligations as an employee, or if you cease to be entitled to work in the United Kingdom.

Restrictions on Re-employment

During and after employment you will not divulge any information to any third party that is confidential to the Council. In addition, you will not within 12 months of the termination of your employment with the Council, without the consent of the Council which will not be unreasonably withheld, take up employment or provide services for reward to any 'body':

- if during the last 2 years of your employment with the Council you have been directly involved in transactions with that body for which the offer of employment or provision of services could reasonably be regarded as a reward;
- which is likely to benefit from commercially sensitive information which is known to you by virtue of your past employment by the Council.

These provisions will not apply if the termination of employment with the Council arose as the result of redundancy or the externalisation of work and consequently your employment has transferred to a new employer.

Sickness Absence

It is a condition of your employment that you familiarise yourself with, and comply with, the requirements of Birmingham City Council's managing attendance procedure so you are aware of the actions you should take when you are absent due to sickness.

Details of the Council's managing attendance procedure can be found on the intranet or is available from your line manager.

If you are absent from duty owing to illness (which term is deemed to include injury or other disability) you shall be entitled to receive an allowance in accordance with the following scale.

A sickness allowance scheme operates, subject to compliance with the managing attendance procedure, and is set out in the table below.

Period of Service	Sick Pay
During first year of service	1 month's full pay and (upon completion of 4 months' service) 2 months' half pay
During second year of service	2 months' full pay and 2 months' half pay
During third year of service	4 months' full pay and 4 months' half pay
During fourth and fifth years of service	5 months' full pay and 5 months' half pay
After 5 years' service	6 months' full pay and 6 months' half pay

Pension

Birmingham City Council's policy is to promote and support the Local Government Pension Scheme.

You are entitled to become a member of the Local Government Pension Scheme, subject to satisfying certain eligibility criteria and subject to the rules of such scheme as amended from time to time. Full details of the operation of the scheme and how to join the scheme are available from the intranet or from your line manager.

You will automatically be entered into the West Midlands Metropolitan Authorities Pension Fund unless you give instructions to the contrary. Arrangements can be put into place for the transfer of current pension arrangements.

Maternity Rights

Rights of pregnant women to time off and to pay are in accordance with the maternity scheme adopted by the Council, subject to compliance with notification requirements. It is therefore important that employees who are or become pregnant understand the maternity leave and pay rules and they should contact their line manager early in the pregnancy for appropriate assistance and guidance.

Maternity Support Leave

Maternity support leave of 5 days with pay shall be granted to the child's father or the partner or nominated carer of an expectant mother at or around the time of birth. A nominated carer is the person nominated by the mother to assist in the care of the child and to provide support to the mother at or around the time of birth.

Paternity Rights/Adoptive Parents

Employees are entitled to maternity support leave, adoptive parent support leave, and/or statutory paternity leave and should contact their line manager for appropriate assistance and guidance.

Shared Parental Leave

Employees are entitled to shared parental leave and should contact their line manager for appropriate assistance and guidance.

Adoptive Parents' Leave Scheme

This scheme is open to all employees. Further advice can be obtained from the intranet or your line manager.

Time off for Medical Screening

Necessary time off will be granted for the purpose of medical screening.

Official Conduct

The public is entitled to demand of a local government officer conduct of the highest standard.

As an employee of Birmingham City Council, you are expected to follow personal and professional standards set out in the Code of Conduct which can be found on the Council's intranet. Failure to do so may result in disciplinary action up to and including dismissal.

As your employer we will provide a copy of the Code of Conduct on commencement of your employment and will share this with you on an annual basis. Our values and behaviours will be shared with our workforce through our internal communication channels.

On an annual basis you will be asked as part of your appraisal discussion to reaffirm that you are aware of the code of conduct, and the expected standards and behaviours.

You may also be subject to a Professional Code of Conduct or professional association rules or ethical standards which you will be required to observe. Failure to do so may result in notification of your misconduct to your professional body

Disciplinary and Grievance Procedure

The Council follows the specific rules (and model procedures) applicable to Chief Officers as detailed in the Terms and Conditions of employment agreed by the JNC for Chief Officers of Local Authorities, which is available on the intranet or from your line manager.

Equal Opportunities

Birmingham City Council has an agreed equal opportunities policy which applies to all employees. Failure to comply with, or adhere to, Birmingham City Council's equal opportunities policy will be treated as a disciplinary offence.

Acts of discrimination, victimisation, and harassment as defined in this document perpetrated by an employee of the City Council against other employees or members of the public may result in disciplinary action. This also applies to employees who attempt to induce other employees unfairly or illegally to discriminate, victimise, or harass.

If you consider that you have been subjected to discrimination, victimisation, bullying or harassment by another employee, you should notify the Council by speaking to your line manager and/or by raising the issue in accordance with Birmingham City Council's policies and procedures.

Please refer to the Council's employee privacy notice available on the intranet and Council website for information about how we process your personal data for this purpose.

Employees who do not have access to the intranet can obtain a copy of the privacy notice from their line manager.

Policies and Procedures

Full details of the various Birmingham City Council policies and procedures can be viewed on the intranet. Hard copies of these policies and procedures can also be made available to you through your line manager.

Employee Benefit Fraud

If you are currently in receipt of Housing Benefit or Council Tax Benefit, it is strongly recommended before commencing employment that you check with the Benefit Service that the information used to calculate your benefit is accurate and complete.

If you have failed to declare details, such as earnings, then your claim could be fraudulent and could lead to your dismissal and/or prosecution. This is in line with Birmingham City Council's audit procedures, which includes a requirement to investigate benefit fraud perpetrated by Birmingham City Council employees and for disciplinary action to be taken.

Further details are available from the intranet, from your line manager or from Audit.

Please refer to the Council's employee privacy notice available on the intranet and Council website for information about how we process your personal data for this purpose.

Employees who do not have access to the intranet can obtain a copy of the privacy notice from their line manager.

Deductions and Overpayments

If you become aware that you have received payments that you are not entitled to, you must immediately notify your line manager and HR both verbally and in writing.

Knowingly continuing to receive such payments is a disciplinary offence.

Overpayments will normally be reclaimed over the same period of time in which the overpayment took place, but cases will be considered on an individual basis, taking into account personal circumstances.

Should you be underpaid, the Council will pay any monies owed to you in a lump-sum payment and will cover any additional bank charges incurred as a direct result of the underpayment.

Trade Union Membership – Access to New Starters

In the opinion of Birmingham City Council, each employee should be a member of a trade union in order that collective bargaining is satisfactory and fully representative of all employees. The Council believes that it should promote the benefits of trade union membership to its new employees. This agreement aims to provide a practical means for doing this, which complies with the Data Protection Act 2018.

Further details are available on the intranet.

Data Protection Act 2018 (Including UK General Data Protection Regulation) In line with the requirements of the Data Protection Act 2018 (including UK General Data Protection Regulation), Birmingham City Council will keep personal data relating to you. Personal data, or personal information, means any information about an individual from which that person can be identified.

We collect personal information about employees, workers and contactors through, amongst other things, the application and recruitment process, either directly from candidates or sometimes from an employment agency or background check provider.

There are certain types of more 'special category' personal data (sensitive personal data) which require a higher level of protection, such as information about a person's health or sexual orientation. Information about criminal convictions also warrants this higher level of protection.

We will only use your personal information when the law allows us to. Most commonly, we will use your personal information in the following circumstances:

- i) where we need to perform the contract, we have entered into with you (employment contract);
- ii) where we need to comply with a legal obligation;
- iii) where it is necessary for legitimate interests pursued by us or a third party and your interests and fundamental rights do not override those interests.

We may also use your personal information in the following situations, which are likely to be rare:

- i) where we need to protect your interests (or someone else's interests); ii) where it is needed in the public interest or for official purposes.

You are also required to observe and comply with the provisions of the Data Protection Act 2018 (including UK General Data Protection Regulation) with regard to your actions in dealing with or the processing of personal data and special category personal data and criminal convictions and offences data.

On termination of employment, Birmingham City Council will retain your Personal Data according to the Corporate Retention Schedule which is available on the intranet or from your line manager.

IT Security and Access Management

As an employee of Birmingham City Council, you are expected to comply with the IT policies, including but not limited to the ICT acceptable use policy, ICT security handbook, and information security policy.

Further details are available from the intranet or your line manager.

Changes to your Terms and Conditions of Employment

We reserve the right to make reasonable changes to any of your terms and conditions of employment, including Birmingham City Council policies and procedures. Such changes may be subject to consultation.

Confidential Information

You shall not use or disclose to any person either during, or at any time after your employment with the Council, any confidential information about the business or affairs of the Council, or about any other matters which may come to your knowledge in the course of your employment.

For the purposes of this clause, confidential information relates to the affairs of the Council or any of its business contacts.

This shall not apply to:

- i) any use or disclosure required by law;
- ii) any information which is already in, or comes into, the public domain other than through your unauthorised disclosure; or
- iii) any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996 (and protected disclosures as defined in the Council's Whistleblowing Policy).

Obligations on Termination

a) On termination of your employment you shall:

as soon as practicable arrange delivery to your line manager or an agreed organisational representative of the employer all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Council's affairs or relating to its business contacts, any keys or any other property of ours or any associated Company which is in your possession or under your control (which will be receipted);

b) except for items delivered in terms of the preceding sub clause (a) you shall irretrievably delete any information relating to our or any associated Company's business stored on any magnetic or optical disk or memory and all matter derived from such sources which is in your possession or under your control and;

c) provide a signed statement that 'to the best of your knowledge' you have complied fully with your obligations under this clause together with such reasonable evidence of compliance as the Council may request;

d) employees will receive any outstanding payments as soon as possible.

Entitlement to Work in the UK

It is a condition of your employment with the Council that you have the right to work in the UK, without any additional approvals. You are required to notify the Council immediately if this position changes at any time during your employment with the Council and failure to comply with this condition may result in disciplinary action being taken up to and including dismissal.

Absence from Work Due to an Accident and Where Damages are Received from a Third Party

In the event that you are absent from work as a result of an accident, and in respect of which damages are received from a third party, you will reimburse the Council any payment up to a maximum of that provided from the Council during your sickness absence.

Post Termination Provisions

In order to protect the business connections of the Council and each Group Company, in which you have had access, then following the termination of your employment, you will not, without the prior written consent of the council, within 12 months of the termination of your employment, take up employment or provide services for reward to anybody:

- i) if during the last 2 years of your employment with the council, the council has been involved in transaction with that body for which the offer of employment or provision of services could reasonably be regarded as a reward; or
- ii) which is likely to benefit from commercially sensitive information which is known to you by the virtue of your employment, at any time, with the Council.

If required by the Council, you agree to enter into a separate agreement with any Group Company in which you agree to be bound by restrictions corresponding to these restrictions in this Clause or other restrictions as the Council deems appropriate in relation to the Group Company.

Appendix 1: Allowances

This appendix sets out those allowances, to which you **may** be entitled and which (if you are so entitled) form part of your terms and conditions of employment.

Some of these allowances repeat, vary or amend the Local Government Services National Agreement on Pay and Conditions of Service and these allowances may change subject to appropriate consultation and negotiation processes. Further information is available via the intranet.

All allowances described below (unless otherwise indicated) are pensionable and paid pro rata to your contractual hours.

Local Agreements

The Council recognises that for certain groups of employees, local agreements may remain necessary in order to deliver service requirements where they do not breach requirements under the Equality Act 2010. The Job Specific Terms and Conditions of Service (if applicable to you) will form part of your terms and conditions of employment, where applicable. Local agreements will need to be regularly reviewed to ensure they meet the principles of equality. Any change required will be actioned through a formal governance, consultation and negotiation process.

1. Motorcycle Allowance

Employees using their own motorcycles for Council business use can claim mileage subject to the provisions of the Employee Travel Policy.

2. Car Allowance

Employees using their own vehicle for Council journeys under 85 miles can claim the mileage which will be reimbursed at HM Revenue & Customs rates as per the Employee Travel Policy.

3. Bicycle Allowance

Employees using their own bicycle for Council business use can claim the mileage which will be reimbursed at HM Revenue & Customs rates (as per the Employee Travel Policy).

4. Subsistence Allowance

Employees and JNC Officers will be eligible to claim subsistence allowance if they are away from home for Council business for more than 24 hours. Further details can be found on intranet.

* All allowance payments are reviewed locally and/or nationally on an annual basis.