

THE BIRMINGHAM WORKFORCE CONTRACT OF EMPLOYMENT

SOULBURY

Version 4
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 and the Job Specific Terms and Conditions document, a copy of which is in Appendix 2 of this contract.

The Soulbury Committee will determine arrangement for pay levels and conditions of service. Terms and conditions shall not be less favourable than those prescribed for employees of Birmingham City Council employed under the 'Green Book'. Your employment is also governed by the National Joint Council (NJC) for Local Government Services National Agreement on Pay and Conditions of Service ('the National Agreement'), as varied or amended or superseded by this Contract and Appendix 1. From time to time the National Agreement may be amended, varied or superseded as a result of negotiations.

Birmingham City Council ('the 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 Council's intranet or from your line manager.

Together they all form the terms and conditions of your employment with Birmingham City 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.

Educational improvement professionals and educational psychologists are to receive their annual increment on 1st September each year.

Young people's/community service managers are to receive their annual increment on 1st April of each year.

Educational improvement professionals, educational psychologists and young people's/community service managers have an annual salary review date of 1st September each year.

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 the 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

If you are employed in a "specific" or "sensitive" post as defined in the guidelines, you are required to adhere to the requirements contained within the guidelines on political restrictions which can be found on the Council's intranet or from your line manager.

Probationary Period

Your employment is offered subject to a 6-month probationary period (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 and the reimbursement (in line with the disturbance allowance policy).

Hours of Work

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

The working week is defined as 36.50 hours each week (pro rata for part-time working) over a 5-day period in any 7 days with a minimum of 30 minutes unpaid lunch break on each working day ('the normal working week'). Salary payments will be aggregated on a plain-time basis over 37 hours.

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. This may include, but is not limited to:

- the various flexible working arrangements that exist;
- the requirement for particular groups of employees to work different patterns other than those defined by the normal working week;
- the requirement to work on any 5 days out of 7 and this may include working at weekends.

The Council reserves the right to change your pattern of hours of work or pattern of days of work or to require you to work additional hours as may be necessary for the business needs of the Council. You commit to agree to such variations subject to individual consultation.

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 and/or set out in the Job Specific Terms and Conditions of Service section in Appendix 2 of this contract.

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

You must inform your line manager immediately if you 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 1998

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 of whether or not a conviction is recorded) of any criminal offence, whilst in employment with Birmingham City Council. Failure to disclose any such convictions may result in disciplinary action being taken against you.

In respect of road traffic offences, where 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 has to 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.

Leave entitlement is related to periods of continuous service as follows.

Period of Continuous Service	Annual Leave Entitlement
Up to 5 years	219.00 hours FTE (30 days)
5 years	240.90 hours FTE (33 days)
10 years plus	255.50 hours FTE (35 days)

Leave will be on a pro rata basis for employees who work part-time.

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.

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.

Employees required to work on a bank/public holiday shall, in addition to the normal pay for that day, be paid plain-time rate for all hours worked for that day.

In addition, at a later date, time off with pay shall be allowed as follows:

- time worked less than half the normal working hours on that day – half day;
- time worked more than half the normal working hours on that day – full day; or,
- by agreement between employee and manager payment instead of time off in lieu.

Further details of the arrangements for bank/public holidays are available from the intranet or from your line manager.

Notice Period and Termination of Employment

Following confirmation of a successful probationary period the notice periods are as follows.

Notice by employee to employer

If you want to end your employment at any time, you should confirm this in writing to your line manager giving the appropriate notice as set out below:

Grade	Notice Period
GR1, GR2 and GR3	1 month's notice in writing
GR4 and GR5	2 months' notice in writing
GR6 and GR7	3 months' notice in writing

Notice by employer to employee

If Birmingham City Council gives you notice that your employment will be terminated, the notice period will be the statutory notice which is set out below or the contractual notice set out above, whichever is the greater.

Period of Continuous Service	Minimum Notice
1 month or more but less than 2 years	1 week
2 years or more but less than 12 years	1 week for each year of continuous service
12 years or more	12 weeks

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.

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.

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.

As an employee you will automatically be entered into the scheme from the date of your appointment. If you wish to opt out, you must complete and return the option form to Payroll within 3 months of your start date.

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.

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.

Code of Conduct

As an employee of Birmingham City Council, you are expected to follow the personal and professional standards set out in the Code of Conduct which can be found on the intranet or is available from your line manager. 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 the relevant professional body.

Disciplinary Policy

The disciplinary policy applicable to you is set out in Birmingham City Council's Disciplinary Policy and Procedures document. Further details are available on the intranet or from your line manager.

This policy does not form part of your Contract of Employment.

Grievance Policy

If you wish to raise any grievance relating to your employment you should do so initially with your line manager in line with the details of the grievance policy. Details of the process are also set out in the grievance policy document, which is available from the intranet or from your line manager.

The grievance policy does not form part of your Contract of Employment.

Equal Opportunities Policy

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.

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 contractors 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.

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. Weekend Working - as part of normal working week

Employees who are required to work on Saturday and/or Sunday as part of their normal working week will receive their normal rate of pay.

2. Overtime Working - Grade 1, Grade 2 and Grade 3

You will be entitled to receive overtime payments if you are in grades GR1, GR2 or GR3 and are required to work more than 37 hours per week. Staff in these categories will be paid at time and a half for additional working outside normal contractual hours (after 37 hours are worked) and on Saturday, and double time for Sunday working (or first and second rest days as applicable whenever worked). Any further rest days worked within the week will be paid at plain time.

In order to receive overtime employees must work a minimum of 37 hours in their normal working week and only hours worked in excess of 37 hours will be paid as overtime. For part-time or job-share employees, overtime pay is the normal hourly rate until they have worked 37 hours. Once they have worked 37 hours they get paid as outlined above.

Where a shift worker works overtime at a time which is more than 3 hours before the commencing time of the next normal day shift, the rate payable for all hours worked after midnight up to the next normal day shift shall be double time.

3. Overtime Working - Grade 4 and above (or equivalent salary)

If you are graded GR4 and above or equivalent salary and are required to undertake planned and agreed overtime, additional payments can be made at plain-time rate, by prior agreement, but staff should in the first instance seek to take time back in lieu.

Where a shift worker works overtime at a time which is more than 3 hours before the commencing time of the next normal day shift, the rate payable for all hours worked after midnight up to the next normal day shift shall be double time.

4. Night Working

Employees who are required to work during the night (8:00pm - 6:00am) as part of their normal working week will receive an enhancement of time and a third for all hours worked between 8:00pm and 6:00am.

5. Sleeping-In Duty

All employees required to sleep in on the premises shall receive an allowance of £39.24 per session (whilst asleep) as per the National Agreement. This covers the requirement to sleep in and up to 30 minutes call-out per night, after which they shall be paid the appropriate rate for hours actually worked. Compensatory rest time will be given for hours actually worked during a call-out.

6. Employees Called Upon to Return to Work (Recall to Work)

This payment does not apply to employees who are on standby duty and receive a standby payment and call-out rates.

To qualify for this payment an employee who works a shift pattern must have completed their shift and left his/her place of work and been recalled to work, or have been notified before completing their shift to return to work, not less than 2 hours after the completion of the shift.

Where the recall to work is at a time which is more than 3 hours before the commencement of the next shift, payment shall be detailed below.

Return to work and required for less than 2 hours

A minimum payment of two hours at the rate of time and a half or the rate appropriate to the day and time, whichever is greater.

Time worked up to and including 3 hours

Time and a half or the rate appropriate to the day and time whichever is greater.

Time worked in excess of 3 hours

Double time for hours worked in excess of 3 hours up to normal commencing time.

Return to work on a second or third occasion during the same period

Time and a half or the rate appropriate to the day and time, whichever is greater, for the time worked, subject to the total payment for the hours actually worked on the several recalls to work being not less than the amount which would have accrued if

the recall had been for the same number of hours on a single occasion (i.e. 3 hours or more).

Work after midnight

Double time for all time worked up to normal commencing time of the next normal day shift subject to the minimum payment outlined above.

Where the return to work is 3 hours or less before the commencement of the employee's next shift, an employee shall be paid time and a half or the rate appropriate to the date and time, whichever is greater, for the hours worked and plain time in respect of any period between the finish of the work and commencing time of the next shift. This is known as "deemed time".

7. Standby Duty and Call-out

The following allowances address both the frequency of undertaking emergency standby-related arrangements and principles of compensation for call-out.

Employees who are required to be part of an emergency standby arrangement must make themselves available for contact and call-out during the duration of the defined session of the call-out. (The session relates to hours worked outside of the normal working day.)

The session (as identified in the National Agreement) will be paid at £31.58*. For first and second rest days the following session payments apply.

First rest day £47.37*

Second rest day £63.15*

On call-out during the session, employees who are entitled to receive overtime will receive the appropriate overtime rate for the hours worked.

The above arrangements will stand where there are no other local arrangements implemented. Any change required will be actioned through a formal governance, consultation and negotiation process.

8. Split Duty

Employees who are required to have more than one attendance at work where the break between attendance is not less than 2 hours, shall be paid at five pence extra per hour (this is subject to the payment being merged or abated where rate of pay includes this as a normal daily duty).

This payment is not taken into account in calculating payments in respect of overtime or any other enhanced payments and shall not apply to:

- i) employees called upon to return to work (see above);
- ii) employees engaged in night work;

iii) school caretakers, home carers, shift workers or school-crossing patrols.

9. Motorcycle Allowance

Employees using their own motorcycles for Council business can claim mileage subject to the provisions of the employee travel policy.

10. Car Allowance

Employees using their own vehicle for Council journeys under 85 miles can claim the mileage which will be reimbursed at HM Revenue and Customs rates (as per the employee travel policy).

11. Bicycle Allowance

Employees using their own bicycle for Council business can claim the mileage which will be reimbursed at HM Revenue and Customs rates (as per the employee travel policy).

12. Subsistence Allowance

Employees will be eligible to claim subsistence allowance after 24 hours of being away from home for Council business. Further details can be found on the intranet.

13. Disturbance Allowance

Reimbursement will be made to employees on Grades 1, 2 and 3 for any additional travel costs arising from a work location change for up to a maximum of 3 months.

14. Language Allowance

Employees who have language skills which are of demonstrable benefit to their current job roles, although not a requirement of their current job role, may receive an allowance of £1,200* per annum to reflect the use of their skills. On-going payment of this allowance will be subject to review in line with the language allowance policy and procedure.

15. Laundry Allowance

For routine washing of standard overalls/uniform belonging to an employee, an allowance of £2.60 per month is payable.

If other items are washed, then a payment is applicable up to the maximum of £4.34* (excluding the routine laundry allowance) per month.

Standard overalls/uniform which require dry cleaning will attract a maximum payment of £6.46* per month, on production of a receipt.

16. First Aid/Fire Marshal Duty/Evacuation Chair Marshal

The annual payment is £120* for employees who, following necessary training, will undertake first aid duties at work as needed.

Fire Marshals/Evacuation Chair Marshals, who have the required Fire Marshal/Evacuation Chair Marshal training certificate, are also to be paid for their responsibility at the same rate to First Aiders. The rate is also £120* per annum.

17. Tool Allowances

Tool allowances will be paid in accordance with existing agreements for craft workers:

- Engineers and Electricians £29.81 per month
- Carpenters £27.56 per month
- Street Masons and Paviours £14.04 per month

18. Travelwise Co-ordinators

Travelwise Co-ordinators will be paid a flat-rate annual supplement of £450*.

19. LGV and Additional Driving Duties

Employees asked to utilise their LGV licence for additional driving duties will be paid the difference between their current pay and the grade for drivers, calculated and paid for the hours they actually utilise their LGV licence for additional driving duties.

20. Approved Mental Health Practitioners

Approved Mental Health Practitioners (AMHPs) who are actively working on the AMHP rota will receive a fixed payment of £1,800 per annum, paid in monthly instalments at £150 per month. Due to the unique nature of these duties, the payment shall not be pro-rated if the employee is part-time.

21. Forensic Mental Health

Social workers in Forensic Mental Health, medium secure hospitals, will receive an allowance of £120.50 per month. Forensic Mental Health Social Workers are members of multi-disciplinary teams and work with service users deemed unmanageable in general psychiatry as a result of their mental disorder.

22. Special Educational Needs (SEN) Allowance

SEN allowance will be paid to teaching assistants who are required to spend a substantial part of their working day directly and exclusively or mainly with children who have special educational needs. The payment will be made at £1,507.28* per annum.

23. Stand-in Allowance

Stand-in allowance will be paid to employees who are carrying out the full duties and responsibilities of a higher graded post than their own for a single shift (or possibly longer, but for no more than 4 weeks).

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

Appendix 2: Job Specific Terms and Conditions of Service

1. Registration with the Health and Care Professions Council

If your job requires you to be registered with the Health and Care Professions Council (HCPC), your employment is subject to being admitted to the register and your compliance with the HCPC conditions to remain on the register and their code of practice.

2. Registration with Social Work England

If your job requires you to be registered with Social Work England, your employment is subject to being admitted to the register and your compliance with the conditions to remain on the register and their code of practice.