

THE BIRMINGHAM WORKFORCE CONTRACT OF EMPLOYMENT

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.

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Services National Agreement on Pay and Conditions of Service ('the National Agreement'), as varied or amended or superseded by this Contract and Appendix 1. From time to time the National Agreement may be amended, varied or superseded as a result of negotiations.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 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.

You will receive automatic incremental progression within your grade, in line with agreed defined criteria effective from 1st April each year. Once the maximum spinal column point has been reached there will be no further increment.

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

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

It is a condition of your employment that if you carry out work that requires a DBS clearance you have obtained a Disclosure and Barring Clearance at the correct level and are required to register and maintain your registration with the DBS update service. This includes but is not limited to working with children and vulnerable adults.

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	211.70 hours FTE (29 days)
5 years	233.60 hours FTE (32 days)
10 years plus	248.20 hours FTE (34 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 Scheme

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 opt-out 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

On termination of your employment you shall:

- a) 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

If you are graded GR4 and above 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 £37.72 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 £30.35*. For first and second rest days the following session payments apply.

First rest day £45.53*

Second rest day £60.70*

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

It is a requirement of certain job roles within Birmingham City Council where, due to operational reasons and in order to meet service needs, standard terms and conditions of employment as stated in the Birmingham Workforce Contract of Employment are supplemented by job-specific terms and conditions of service.

No other terms and conditions or working arrangements will apply, save those that have been specifically stated in this document and the Birmingham Workforce Contract of Employment.

The appropriate contract rate will be paid for any non-standard working patterns or practices.

1. Social Workers

You may be required to be available for emergency standby out of office hours during evenings, weekends and on bank/public holidays.

2. AYSE Programme

The offer of employment is conditional upon successful completion of the Assessed and Supported Year in Employment programme (AYSE). Failure to successfully complete the programme within the agreed timescales may lead to a termination of contract.

3. Residential Staff

Due to the requirement for residential establishments to function for 24 hours every day of the year, you will be required to work different shifts, change your on-duty times at short notice and provide cover in emergency situations. This will include the need to work rest days and on bank/public holidays. You may also be required to undertake sleeping-in duties.

4. Day Centre Officers

Your annual leave entitlement must be taken during the periods the centres are closed throughout the year; however local flexibility will apply where operationally possible.

You may be required to take your meal break with service users at the centre on occasions as part of their care plan. In these circumstances you will be provided with the standard meal available to service users at no charge to yourself.

When you are not required to take your meal break with service users you will need to make your own arrangements for food which includes paying the appropriate charges for a meal at the centre.

5. Home Care Assistants

Home Care is a user-led service and care has to be provided from 7:00am to 10:00pm, 7 days a week, therefore staff will be required to work their contracted hours within these times to ensure that user needs are met.

6. Night Care Assistants (within Home Care)

Night Home Care is a user-led service and care has to be provided across the full range of night care services anywhere in the city from 9:15pm to 7:00am, 7 nights a week. Therefore staff will be required to work their contracted hours within these times to ensure that user needs are met.

7. 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.

At all times you shall observe and comply with your duty towards Confidential Information and Data Protection (on page 12) in relation to any processing activities undertaken in connection with the performance of Adult Social Care services where you are directly or indirectly involved in the healthcare of the person in accordance with established data protection and security policies and procedures of the council and its Privacy Notice that can be obtained from your line manager. Personal information in any format (paper or electronic) must not be accessed, processed, stored or used other than to carry out your duties or in connection with the provision of services to service users except in accordance with applicable policy and procedures or, as instructed by a person authorised by the Adult Social Care directorate.

8. Shelforce Staff (with the Exception of Workstep Officers)

Of the allocated annual leave entitlement, up to 12 days will be fixed due to Shelforce operating a close down in the summer and over the Christmas period. The leave period shall be from 1st April to 31st March.

9. Mobile Library Security (Highways)

You may be required to participate on an out-of-hours standby rota.

10. Library of Birmingham

Hours of work for library staff vary from 8:30am to 9:00pm each day; however the actual hours of work will be at the discretion of the librarian/manager. Library staff will also be required to work 5 days out of 6, Monday to Saturday (Saturdays on a rota basis) at the discretion of the librarian/manager.

11. Library of Birmingham – Security Staff

You will be required to work hours to meet operational needs, including evenings, weekends, bank/public holidays and nights. The pattern of hours worked per week will vary according to operational needs.

12. Corporate Communications

Press officers are required to provide out-of-hours cover for press enquiries.

13. Market Police Patrol Officer's Security Staff (Retail and Wholesale Markets)

The nature of the work within Wholesale Markets will require staff to work irregular and flexible hours and a rotating shift pattern to ensure adequate cover during evenings, weekends and bank/public holidays.

Staff must also be in possession of a full EU driving licence, and included on the list of approved drivers, to operate departmental vehicles as directed from time to time.

14. Parks and Nurseries Staff

Staff are to work flexible hours including evenings, weekends and bank/public holidays, as necessary and must work within formal rota cover arrangements which are normally two weekends out of three and every two bank/public holidays out of three. There is also a requirement to work evenings during the summer, normally until 9:00pm which reduces according to daylight hours.

The Parks service also operates an annualised hours scheme whereby staff are required to work longer hours during the summer months and shorter hours during the winter months.

15. Sport and Events

Due to the nature of the work undertaken within Sport and Events, staff may be asked to work at times which are not part of their normal working week and will vary depending of service delivery requirements. This may include working during evenings, weekends or bank/public holidays.

16. General Assistants, Processing Supervisors, Assistant Supervisors and Car Parking Managers (Car Parks Processing, Enforcement and Property and Projects – Highways)

You will be required to work 5 days per week from Monday to Saturday. Saturday working will be determined by a rota which can be obtained from your line manager.

17. Control Centre Operator/Supervisor Staff (Highways)

You will be required to work 36.50 hours per week within the rostered shift system covering 24 hours per day 365 days per year including nights, weekends and bank/public holidays.

18. Contract Monitoring Assistant and Contracts Officer Staff (Car Park Enforcement, Highways)

You will be required to work 36.50 hours per week between the hours of 7:00am to 7:00pm, Monday to Saturday. You may be required to work bank/public holidays and occasional Sundays and evenings after 7:00pm to cover special events.

19. Monitoring Supervisor Staff (Highways)

You will be required to work 36.50 hours per week working between the hours of 6:45am to 9:30pm, Monday to Saturday. You may be required to work bank/public holidays and occasional Sundays and evenings after 9:30pm to cover special events.

20. Highways Managers (Highways)

If designated by your manager, you will be required to participate on an out-of-hours standby rota. Additional payments will be paid in accordance with your Contract of Employment.

21. Term-Time Only Employees (including Teaching Assistants)

Annual leave

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

Leave of Absence

Leave of absence in term-time will only be agreed in exceptional circumstances. If you do require any leave in term-time, you must request this in writing to your line manager. Your line manager will assess your eligibility for leave. No payment will be made for unauthorised absence.

22. Cityserve Staff (Catering Supervisor/Deputy Catering Supervisor/General Assistant/Deputy Cook/Assistant in Charge/Cook and Serve Supervisor and Day Nursery Staff)

Number of Weeks Worked - excluding Day Nursery Staff

Due to the nature of the educational establishment where you are based, the numbers of weeks you are required to work is 39 weeks of term, plus additional cleaning (plus additional training days if applicable). This may change in some instances due to the needs of the service.

Cleaning Days - excluding Day Nursery Staff

You will be required to attend work for 3 cleaning days during the school holiday periods. These will usually be the day prior to the start of the school term. Any variation to this will be agreed via your manager.

Training Days - Catering Supervisors/Cook and Serve Supervisors

In addition to the 3 cleaning days during school holiday periods you are required to attend 3 paid training days per year, as identified by the training department.

Emergency Call-out Support

Cityserve has a responsibility under the Council's Emergency Plan to provide catering at any time (day and night) to support identified emergency areas. Cityserve employees may be called upon to provide that facility.

School Holiday Working - excluding Day Nurseries

If you are required to work during a school holiday you will be paid the normal rate of pay.

Annual Leave

The leave year runs from 1 September to 31 August.

23. Cleaners/Cleaning Supervisors - Cleaning Programme

Cleaners are required to work on the 195 days that teachers are in schools to carry out routine cleaning operations. In addition to this, cleaners are also required to carry out 3 (non-routine) holiday cleans. The timing and detail of these holiday cleans will be determined in agreement with the school.

Where hours required to be worked are in addition to normal contract hours, these will be given as time off in lieu in line with the annual cleaning programme.

24. Mobile Services Supervisor

Key-holding

You are required to act as key holder for up to three schools. However, at certain periods during the year, such as school holidays, you may be required to hold additional keys. A payment for this is incorporated into your hourly rate of pay.

Alarm Call-out

You are required to attend to alarm call-outs, intrusions and vandalism etc. If the call-outs are outside of your normal working hours you will be paid additional hours or overtime hours in line with your Contract of Employment.

25. Careline Service Employees

Careline service operators' contractual working hours will be averaged over a period of 13 weeks. These hours will take into account cover for other Careline service operators during times of absence, and regular duties on a 24-hour rota basis, including bank/public holidays.

26. Night Security Service Employees

The Night Security Service which comprises mobile patrol officers, control room operatives and night-time security supervisors are required to work shifts at night and during the daytime at weekends and bank/public holidays, delivering a service 365 days a year on a rota basis.

27. Homeless Centre Employees

Homeless centre officers and assistants are required to work on a rolling shift pattern and to undertake sleep-in duties.

28. Leisure Employees

Leisure employees' hours of working are flexible depending on the use of the centre but are based on a 5-day per week rota, Monday to Sunday, including a combination of early morning and late evening work.

29. Community Library Employees

Library employees' hours of work vary from 8:30am to 7:00pm each day, but the actual hours of work will be at the discretion of the Library Manager. Most library employees will also be required to work Monday to Saturday (Saturdays on a rota basis) at the discretion of the Library Manager. Some libraries operate a split-shift system.

30. Community and Play Employees

Community and Play employees are required to undertake weekend working as part of their normal working week dependent upon the centre they are employed at.

31. Adult Education

Academic Managers and Advanced Tutors

Academic staff must be qualified to at least level 5 teaching qualification. For unqualified employees the offer of employment is conditional upon successful completion of the level 5 teaching qualification within 2 years from the date of your appointment. Failure to achieve the necessary level of qualification within the agreed timescale may result in the termination of your contract of employment with Birmingham City Council except where exceptional circumstances are agreed by the Principal.

Advanced Tutors

Advanced Tutors notice period for employee to employer will be 2 months except where this period includes August in which case the minimum notice period is 3 months. Notice to terminate employment must ensure that the last day of service coincides with the end of a teaching block unless otherwise agreed in writing by the Principal.

Salaried Tutors

Academic staff must be qualified to at least level 5 teaching qualification. For unqualified employees the offer of employment is conditional upon successful completion of the level 5 teaching qualification within 2 years from the date of your appointment. Failure to achieve the necessary level of qualification within the agreed timescale may result in the termination of your contract of employment with Birmingham City Council except where exceptional circumstances are agreed by the Principal.

For teaching staff who work term-time, annual leave entitlement has been included in the salary calculation and no further annual leave will be granted.

The term-time period is a 42-week period, based on the Adult Education academic calendar.

For tutors the notice period for employee to employer will be 2 months except where this period includes August in which case the minimum notice period is 3 months.

Notice to terminate employment must ensure that the last day of service coincides with the end of a teaching block unless otherwise agreed in writing by the Principal.

Variable Tutors

Academic staff must be qualified to at least level 5 teaching qualification. For unqualified employees the offer of employment is conditional upon successful completion of the level 5 teaching qualification within 2 years from the date of your appointment. Failure to achieve the necessary level of qualification within the agreed timescale may result in the termination of your contract of employment with

Birmingham City Council except where exceptional circumstances are agreed by the Principal.

If a course closes the tutor will be given 2 weeks' paid notice of termination per course.

For tutors the notice period for employee to employer will be 2 months except where this period includes August in which case the minimum notice period is 3 months.

Notice to terminate employment must ensure that the last day of service coincides with the end of a teaching block unless otherwise agreed in writing by the Principal.

For variable hours tutors the assessment for redundancy will be triggered after an academic year of inactivity and a further September enrolment.

32. Teachers Pension Scheme – Academic Managers, Advanced Tutors, Salaried Tutors, Variable Tutors

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

You are entitled to become a member of the Teachers 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 Teachers Pension website 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 of the scheme you will need to access the website and register on **my pension online** and complete and submit the opt-out form.

33. Kickstart Placements

Your placement is for a fixed term of 6 months and is offered in conjunction with the Government's Kickstart Scheme which is aimed at providing fixed term jobs for people aged between 16 and 24 who are receiving Universal Credit and are deemed to be at risk of long-term unemployment.

We are in receipt of Government funding to provide employment to you and if this funding is not allocated after our initial application has been approved, or if it is withdrawn for any reason during the fixed term of your employment, including if the Kickstart Scheme is cancelled by the Government, your employment may terminate. It is a condition of your employment that you participate in any training deemed necessary by us for you to perform your duties to the required standard and also fulfil the requirements of the Kickstart Scheme.

Notice Period

We reserve the right to terminate employment at any stage in advance of the end of the stated fixed term. The notice period will be 4 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.