



The Bristol Contract





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The Bristol Contract

The Bristol Contract says what you can expect when working for Bristol City Council (called “the Council” and referred to as “our”, “us” and “we” in The Bristol Contract). Please make sure you read and understand it.

Please also read Your Offer Letter and the [Code of Conduct for Employees](#) carefully because they have important information in them. Your Offer Letter, The Bristol Contract and the Code of Conduct for Employees together are your terms and conditions of employment. If you have any questions, please ask your manager.

The Bristol Contract has links to other documents. If you can’t access them, your manager can get copies for you.

Your employment is governed by law and also by national and local agreements (Your Offer Letter will tell you which ones), which may be changed or replaced as a result of negotiations with the recognised trade unions.

We can change The Bristol Contract when the law changes or when we agree changes with the recognised trade unions. We will tell you when any changes are made.

We also have the right to make reasonable changes to any of your terms and conditions of employment after discussion with you and/or consultation with the recognised trade unions.

Things we put in Your Offer Letter

- Your job title
- Your start date in this job
- The date from which we work out your continuous employment
- If your contract is **permanent** (which means it has no end date) or **fixed term** (which means it will end after a certain amount of time or on a certain date or when something has been completed, and Your Offer Letter will tell you what this is and the reason for it)
- The number of hours you are paid to work (your manager will confirm your days and times of work, and what breaks you have to take)
- Where your work base is (this is the place where you do most or all of your work or where you report to your manager)
- What your grade and pay is, including if any allowances and/or supplements apply
- Which national and local agreements apply to your job
- If we need to make any background checks on you
- If any [Working Arrangements Policy](#) payments apply to your job
- If any types of [flexible working](#) do not apply to your job
- If a [probationary](#) or trial period applies to your job
- If you have to provide a vehicle for you to use to do your job
- If you are not allowed to drink [alcohol](#) before work or during breaks
- How much holiday you can take
- If there are any dates/times of the year when you will have to take holiday or when you cannot take holiday
- If your job restricts you from being involved in certain political activities
- If you have to help us and what you would need to do if there’s a [major incident](#)
- If there are any other particular features or requirements of your job

Right to work in the United Kingdom

To work for the Council you must have the right to work in the United Kingdom. If your right to work changes for any reason while you work for us then you must tell us straight away. If you don't let us know then we may take disciplinary action against you that could be up to and including dismissing you from your job.

Professional registration

If your line of work means that you must be registered with another organisation (such as a professional body) so that you can practice, then you must maintain that registration for as long as it is a requirement of your job. Any fees should be paid by you unless otherwise provided for by the Council's [Expenses and Travel Policy](#). If you don't then we may take disciplinary action against you that could be up to and including dismissing you from your job.

Continuous employment

This is the length of time you work for an employer without a significant break. Usually we take the date you start to work for us as the start date for your continuous employment. We use this date to work out how much holiday you can take each year, what you can be paid if you can't work because you're unwell, your rights if you take maternity leave, shared parental leave or adoption leave and your rights if we have to make your job redundant.

This is covered in a piece of legislation called the Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order 1999. If you've worked for another organisation covered by the same piece of legislation immediately before you start to work for us then it's possible that you already have a period of continuous employment. Please tell us if you think this describes your situation so we can work out the right continuous employment dates for you.

Who you work for

You work for Bristol City Council. Our address is: City Hall, College Green, Bristol, BS1 5TR.

Your job

Your job is outlined in your job description. Sometimes we will ask you to do other things, which may not be shown in your job description, but we will only ask you to do things that are right for the grade of your job.

Hours of work

We deliver our services when Bristol's citizens need them most. These needs can and do change. Some of our services are delivered 24 hours a day, 365 days a year. If we need to make changes to your working hours and/or days then we will consult with you, your colleagues and recognised trade unions. We will do this at least one month before the change needs to happen.

Sometimes we may ask if you can change your hours and/or days of work at short notice, perhaps to cover something unplanned (such as for a colleague who is unwell). You don't have to agree, but we hope that where you can you will.

You have to tell your manager if you do any other work, even if it's another job in the Council. That's because by law you mustn't work more than an average of 48 hours a week unless you've signed an agreement opting out of that rule. We will talk to you if we think there's a reason why you shouldn't do the other work.

Flexible working

Being flexible in how you do your job is an important part of working for us. This works both ways though, so please talk to your manager if you think there are ways of working that would suit you better. We have a [Flexible Working Policy](#).

Where you work

Your Offer Letter says where your work base is if you have one (you may not have one if your job is mobile), but we can ask you to work at any location in the Bristol city area. If we need to change your work base then we will consult with you, your colleagues and recognised trade unions. We will do this at least one month before the change needs to happen.

Sometimes we may ask you to change your work base at short notice, perhaps because of something unplanned (such as a flood or power cut).

Pay

We will pay you on the last banking day of each month. We will pay the money direct into the bank or building society account you tell us about.

To support Bristol's economy, you can ask us to pay you some or all of your pay in Bristol Pounds. You can also make charity donations direct from your pay (also called "Give As You Earn").

Taking away money from your pay

Where we are required to do so (such as by a court of law), we may take money from your pay. If you take leave without permission, stay away from work for industrial action or leave during your notice period, we have the right to take a day's pay and any associated pension contribution from you for each day you are away from work. If you leave your job, we will take any money you owe us out of your final salary payment.

If we make a mistake with your pay

It's your responsibility to check your payslips every month and to tell your manager if we pay you too little or too much so that we can put it right. If we pay you too little we will pay you the missing amount as soon as we can. If we pay you too much we will normally take the money back over the same time period (so for example, if we overpay you for three months, we will take the money back over three months). Before we take the money back we will check with you that paying the money back won't cause unreasonable hardship for you. If it does, we may be able to come to some other arrangement to pay it back.

Pensions

You will automatically become a member of the Local Government Pension Scheme when you meet the eligibility criteria and scheme rules. This may be when you start working for us, or later on. You have the right to opt out of the scheme and if you do you will still be entitled to the basic state pension.

Some useful links are:

- [Thinking of joining](#)
- [Welcome to the LGPS – New Member Pack](#)
- [My pension online](#)
- [Opting out](#)

Please contact the [Avon Pension Fund](#) for more information about the Local Government Pension Scheme.

Holidays

Your holiday year runs from the 1st April each year to the 31st March of the following year. If you join Bristol City Council part way through a holiday year, your initial holiday entitlement will be calculated proportionally based on the period from your start date to the following 31st March. Your offer letter tells you how much holiday you can take and if there are any dates/times of the year when you cannot take it. The amount of holiday you can take is in addition to bank/public holidays detailed below. You have to let your manager know in good time when you want to take holiday, and your manager can turn down your request if there's a good business reason. You should take all your holiday each year. If you don't, you can only carry it over to the next year if your manager agrees.

If you leave your job and still have holiday to take, your manager can ask you to use it up during your notice period or you may be paid for it instead. If you've taken more holiday than you are entitled to by the point you leave, then it will be taken out of your final salary payment.

If you work in school term times only, then you will take your holidays as part of the school holidays. Your pay takes this into account, and is worked out using a "factor" (called "factorised pay").

Bank/public holidays

You are entitled to take all bank/public holidays, though this will be worked out differently if you don't work full-time, depending on the number of hours you normally work. If you are required to work on a bank/public holiday then you can agree with your manager to take time off on another day instead.

If you work in school term times only, then you will take bank/public holidays as part of the school holidays. Your pay takes this into account, and is worked out using a "factor" (called "factorised pay").

Your rights if you become a parent

There are various legal rights if you become a parent while working for us. We also have some policies that go beyond what we have to do by law. You can find out more in our [policies and procedures](#).

If you're unwell

We understand that there may be times when you can't come to work because you're unwell. When this happens you need to notify your manager as soon as possible in line with our [Supporting Attendance Policy](#), which you need to read.

When you're unwell, how much you're paid and for how long depend on how much continuous employment you have:

| | |
|--|---|
| During the first year of continuous employment | One month's full pay On completion of four month's employment: one month's full pay and two month's half pay |
| During the second year of continuous employment | Two months' full pay and two months' half pay |
| During the third year of continuous employment | Four months' full pay and four months' half pay |
| During the fourth and fifth years of continuous employment | Five months' full pay and five months' half pay |
| After five years' continuous employment | Six months' full pay and six months' half pay |

Health and safety at work

When it comes to keeping you healthy and safe at work we all have a part to play. We will do everything we reasonably can to keep you safe and well at work. By law, you also have to look after yourself and the health and safety of those you work with and the people we provide services to. To make sure that you can do what you need to, you must read and follow the rules that are in our [Corporate Safety, Health and Wellbeing Policy](#). If you are a manager, then you have extra responsibilities for [health and safety](#). To help you in this you will receive information and training, and will have access to specialist advice and support. One part of this is that you must not smoke in any of our buildings or on our grounds because we have a [smoke-free policy](#).

A positive environment for everyone

Everyone who works here has the right to be treated fairly and with dignity and respect. Bullying, harassment and other discrimination will not be tolerated.



Corruption and Whistleblowing

Corruption is dishonest behaviour for personal gain, often involving bribery. Bristol City Council has a zero tolerance approach to corrupt practice. Giving, taking or seeking a bribe is never acceptable. Speak to your manager if you need advice on what corruption is, or contact 'Protect' (independent whistleblowing charity). If you suspect a colleague is behaving corruptly you can raise your concerns through the Whistleblowing Procedure.

Things belonging to the council

All documents, equipment, machines, software and uniform made available for you to use for your job, and any information or documents (including copies) made, kept or stored on our computer systems or other electronic equipment (including mobile phones) stay the property of the Council. If we supply you with uniform then you must wear it when you are at work and do your best to keep it clean and in good condition. When asked and in any event before you leave your job you must return to your manager any Council property which you have and any original or copy documents taken by you while you work for us.

Our policies and procedures

Our [policies and procedures](#) explain the rules everyone who works here must follow and the way we use those rules. You must make sure that you know about the policies and procedures and understand what they mean for you. Please ask your manager to explain them to you if you have any questions.

Keeping information safe

When you work for us, you give us permission to handle, use and keep information about you that relates to you working for us. We will always treat your personal information with care and confidentiality. Your rights are covered by the Data Protection Act 2018 and the General Data Protection Regulations. You can view our Employee Privacy Notice on the Source.

In the work that you do for us you also need to obey those laws and our data protection policies and procedures, and keep information relating to others safe and secure. You may have to sign a separate agreement on data protection. We will let you know if you do. You must have completed the mandatory data

protection and information security training before accessing our network. Please speak to your manager to arrange this.

When you work for us, you may see or hear information that is private and confidential. That could include things like details about our service users, or information about money or security for our buildings. The information might be on a computer, in a document or recording or something you hear. You are not allowed to take away any confidential information from our premises at any time or give it to or share it with others without proper permission to do so. Please ask your manager if you are not sure about what this means.

You must not disclose any confidential information whilst you work here or after you have left. You can only give confidential information to others where this is a proper part of your job or where the law says that you can or must share it. For the security and privacy of our service users and our protection it's important that you understand this and follow the rules that are in the [Code of Conduct for Employees](#).

Disciplinary policy

If you do something that appears to fall below the standards of conduct that we expect from all our employees, we will use our [Disciplinary Policy](#) to deal with this. As part of that we may suspend you from work for a reasonable period to allow us to look into the matter properly. Our policy also sets out how you can appeal against a disciplinary decision.

Grievance Resolution policy

If you have a serious complaint about your work with us, please tell us about it. Our [Grievance Resolution Policy](#) shows you how to do this.

Trade unions

We recognise trade unions for the purposes of consultation and negotiation on terms and conditions of employment. We support trade union membership in our organisation.

Leaving: notice you must give us

If you decide to leave your job you have to give us a period of notice, which depends on your pay:

| | |
|---------------------------------|-----------------------|
| BG1 to BG9 (or equivalent) | One calendar month |
| BG10 to BG15 (or equivalent) | Two calendar months |
| Above BG15 | Three calendar months |

Access to your pension benefits depends on the rules of the scheme you are a member of. We won't force you to retire when you get to a certain age.

Notice we will give you

We will give you the following notice:

| | |
|--|---|
| If you have continuous employment of less than six months | One week |
| If you have continuous employment of between six months and four years | One month or the same as the period of notice you have to give us, whichever is more. |
| If you have continuous employment of more than four years | One week for each year of continuous employment up to a maximum of 12 weeks or the same as the period of notice you have to give us, whichever is more. |

We have the right to pay you instead of asking you to work your period of notice (also called "payment in lieu of notice"). If we do this, we will pay you what we would have paid you had you worked your period of notice, less your normal deductions. We won't include any payment for benefits or holiday that might be owing to you or that might have built up during the time for which the payment in lieu of notice is made.

We have the right to ask you not to come to work or carry out any duties (also called "garden leave"). If we put you on garden leave you will still be paid your salary and receive your other contractual benefits. We may also insist that you take any holiday that might be owing to you.

Please note that nothing in these terms and conditions of employment shall prevent the Council from ending your employment without notice or payment in lieu of notice if you commit an act of gross misconduct.



Additional guidance and support

There are documents which have been referred to in The Bristol Contract and which provide more detail and helpful guidance. They should be read in conjunction with this document. You can access them from the list below.

Associated policies

[Alcohol and Substance Misuse Policy](#)

[Civil Emergencies - HR Matters policy](#)

[Code of Conduct for Employees](#)

[Corporate Safety, Health and Wellbeing Policy](#)

[Disciplinary Policy](#)

[Expenses and Travel Policy](#)

[Flexible Working Policy](#)

[Grievance Resolution Policy](#)

[Probationary Policy](#)

[Supporting Attendance Policy](#)

[Working Arrangements Policy](#)



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Date adopted: **1 May 2015**

History of most recent changes:

| Version | Date | Change |
|---------|-----------------|--|
| V1.09 | 18 August 2021 | Links updated; inclusion of link to safety policies page for managers |
| V1.08 | 1 February 2021 | Section headings on notice periods updated to clarify |
| V1.07 | 7 November 2019 | Change of holiday year start & end dates |
| V1.06 | 15 August 2019 | Added section on Corruption and Whistleblowing |
| V1.05 | 12 June 2018 | Data Protection Act 1998 updated to 2018 and GDPR. |
| V1.04 | 5 January 2018 | Clarification that employees should check payslips every month for errors. |
| V1.03 | 4 August 2016 | Addition of reference to health and safety responsibilities of manager. |
| V.1.02 | 7 July 2016 | Addition of reference to local agreements, further links to Avon Pension Fund and more detail on notice periods for resignation/retirement. Removal of reference to designated essential car user. |
| V.1.01 | 31 July 2015 | Removal of references to Your Schedule & added links to associated policies. |

