



FOI2021/07280

E-mail: NavyStratPol-SECFOI@mod.gov.uk

13 July 2021

Dear

Release of Information

Thank you for your correspondence of 1 July 2021 in which you requested the following information:

I would like a copy of the RFA terms and conditions of service for all rating and officer grades please?

I would like full details of the 2021 salary scales for all rating and officer grades, including that of the Commodore RFA please?

Your enquiry has been considered to be a request for information in accordance with the Freedom of Information Act 2000.

A search for the information has been completed within the Ministry of Defence and I can confirm that information in scope of your request is held.

In response to part one of your request with regard to the Terms and Conditions of Service (TACOS) for Royal Fleet Auxiliary (RFA) personnel, I should advise you that these are dependent on a number of issues. The requirements of each RFA appointment will be dependent on agreements related to the specific role, the designation of the post under the RFA Career Frameworks, the Grade and Banding of the individual, the operational requirements and the type of ship or shore post involved. As such, there are no generic TACOS however, all RFA personnel are required to sign the 'Statement of Particulars' on joining which sets out the terms of employment. A copy of this document is enclosed with this letter.

In response to part two of your request, regarding salary scales for RFA personnel, I should advise you that the RFA pay year begins on 1 July each year. The current rates available are for 2020/21 and these are available at Annex A to this letter. The rates for 2021/22

(beginning 1 July 2021) are not yet agreed. Finally, the Commodore of the RFA is paid as a Senior Civil Servant (Pay Band 1), which has a salary scale £71,000 to £117,800.

If you have any queries regarding the content of this letter, please contact this office in the first instance.

If you wish to complain about the handling of your request, or the content of this response, you can request an independent internal review by contacting the Information Rights Compliance team, Ground Floor, MOD Main Building, Whitehall, SW1A 2HB (e-mail). Please note that any request for an internal review should be made within 40 working days of the date of this response.

If you remain dissatisfied following an internal review, you may raise your complaint directly to the Information Commissioner under the provisions of Section 50 of the Freedom of Information Act. Please note that the Information Commissioner will not normally investigate your case until the MOD internal review process has been completed. The Information Commissioner can be contacted at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF. Further details of the role and powers of the Information Commissioner can be found on the Commissioner's website at https://ico.org.uk/.

Yours sincerely

Navy Command Secretariat - FOI Section

ANNEX A To FOI2021/07280 Dated 13 July 2021

RFA PAY RATES 01/07/2020

GRADE CODE	GRADE	POINT A	POINT B	POINT C
6139	CAPTAIN (X)	£92,707	£86,724	£81,147
6140	CHIEF OFFICER (X)	£68,463	£66,562	£64,717
6141	FIRST OFFICER (X)	£61,759	£60,056	£58,402
6142	SECOND OFFICER (X)	£55,752	£50,366	£45,956
6143	THIRD OFFICER (X)	£43,911	£40,112	£36,673
6144	CHIEF PETTY OFFICER (DECK)	£43,911	£42,731	£41,585
6145	PETTY OFFICER (DECK)	£39,045	£38,007	£37,002
6146	LEADING HAND (DECK)	£35,077	£34,158	£33,267
6147	SEAMAN GRADE 1A	£32,399	£30,476	£28,680
6149	CAPTAIN (E)	£86,724	£81,147	£75,943
6150	CHIEF OFFICER (E)	£68,463	£66,562	£64,717
6151	FIRST OFFICER (E)	£61,759	£60,056	£58,402
6152	SECOND OFFICER (E)	£55,752	£50,366	£45,956
6153	THIRD OFFICER (E)	£43,911	£40,112	£36,673
6154	CHIEF PETTY OFFICER (ENGINE)	£43,911	£42,731	£41,585
6155	PETTY OFFICER (ENGINE)	£39,045	£38,007	£37,002
6156	LEADING HAND (ENGINE)	£35,077	£34,158	£33,267
6157	MOTORMAN GRADE 1	£32,399	£30,476	£28,680
6159	CHIEF OFFICER (SE)	£68,463	£66,562	£64,717
6160	FIRST OFFICER (SE)	£61,759	£60,056	£58,402
6161	SECOND OFFICER (SE)	£55,752	£50,366	£45,956
6162	THIRD OFFICER (SE)	£43,911	£40,112	£36,673
6163	PETTY OFFICER (SE)	£39,045	£38,007	£37,002
6164	LEADING HAND (SE)	£35,077	£34,158	£33,267
6166	CHIEF OFFICER (LS)	£67,190	£65,325	£63,517
6167	FIRST OFFICER (LS)	£60,618	£58,947	£57,325
6168	SECOND OFFICER (LS)	£54,727	£49,449	£45,125
6169	THIRD OFFICER (LS)	£43,118	£39,396	£36,025
6170	CHIEF PETTY OFFICER (COOK)	£43,911	£42,731	£41,585
6171	PETTY OFFICER (COOK)	£39,045	£38,007	£37,002
6172	LEADING HAND (COOK)	£35,077	£34,158	£33,267
6173	ASSISTANT COOK	£32,399	£30,476	£28,680
6174	CHIEF PETTY OFFICER (STWD)	£43,911	£42,731	£41,585
6175	PETTY OFFICER (STEWARD)	£39,045	£38,007	£37,002
6176	LEADING HAND (STEWARD)	£35,077	£34,158	£33,267

6177	STEWARD	£32,399	£30,476	£28,680
6179	CHIEF PETTY OFFICER (SUPPLY)	£43,911	£42,731	£41,585
6180	PETTY OFFICER (SUPPLY)	£39,045	£38,007	£37,002
6181	LEADING HAND (SUPPLY)	£35,077	£34,158	£33,267
6182	SECOND OFFICER (C)	£55,752	£52,742	£50,832
6183	THIRD OFFICER (C)	£49,905	£44,310	£40,112
6184	CHIEF PETTY OFFICER (COMMS)	£43,911	£42,731	£41,585
6185	PETTY OFFICER (COMMS)	£39,045	£38,007	£37,002
6186	LEADING HAND (COMMS)	£35,077	£34,158	£33,267
6187	COMMS RATING GRADE 1	£32,399	£30,476	£28,680
6188	MEDICAL TECHNICIAN	£43,911	£41,211	£37,002

RFA SINGLE POINT SCALE RATES 01/07/2020

GRADE CODE	GRADE	SINGLE POINT SCALE
6148	COMMODORE (E)	£93,595
6158	CAPTAIN (SE)	£75,943
6165	CAPTAIN (LS)	£75,943
6178	LAUNDRYMAN	£30,476
6189	LEADING HAND (ADMIN ASSISTANT)	£34,158
6190	LEADING HAND (HC)	£34,158
6191	THIRD OFFICER (E) (UNCERTIFIED)	£34,158
6192	THIRD OFFICER (X) (UNCERTIFIED)	£34,158
6193	THIRD OFFICER (SE) (UNCERTIFIED)	£34,158
1718	SGIB	£29,847

RFA TRAINEE GRADE PAY* RATES 01/07/2020

GRADE CODE	TRAINEE GRADE	BEGIN AT	YEAR 1
6195	APP (DK)	£15,935	£16,470
6196	APP (E)	£15,935	£16,470
6197	APP (CH)	£15,935	£16,470
6198	APP (STWD)	£15,935	£16,470
6220	APP (CIS)	£15,935	£16,470

* Free Food and Accommodation provided

GRADE CODE	TRAINEE GRADE	SINGLE POINT SCALE
6314	SG1A(T)	£25,814
6325	3/O(LS)(T)	£26,410

CADETS *

GRADE CODE	TRAINEE GRADE	BEGIN AT	YEAR 1	YEAR 2	YEAR 3
6315	CADET (X) (FOUNDATION)	£17,058	£17,893	£18,822	£20,904
6316	CADET (X) (HND)	£15,935	£16,896	£17,530	£19,026
6317	CADET (E) (FOUNDATION)	£17,058	£17,893	£18,822	£20,904
6318	CADET (E) (HND)	£15,935	£16,896	£17,530	£19,026
6319	CADET (SE) (FOUNDATION)	£17,058	£17,893	£18,822	£20,904
6320	CADET (SE) (HND)	£15,935	£16,896	£17,530	£19,026

* Free Food and Accommodation provided during sea phase.

An allowance of up to £400 per month is paid to assist with the cost of Food and Accommodation during college phase.



Statement of Employment Particulars

Employee:

Employer: Ministry of Defence Royal Fleet Auxiliary Service ('RFA')

1. Introduction

1.1 This document is your statement of employment particulars with the Ministry of Defence Royal Fleet Auxiliary Service ('RFA') and contains a statement of the applicable terms of your employment as required by the Employment Rights Act 1996.

1.2 Your employment commences on No employment with a previous employer counts as part of your period of continuous employment.

1.3 In addition to those terms set out in this statement, and in your letter of appointment, further terms and conditions covering your employment are set out in applicable Departmental Policy Documents, as amended from time to time. These documents are available on the Defence Intranet and whilst on-board ship, from the Ship's Office. In addition, recommendations and agreements of the Merchant Navy Training Board ('MNTB') applicable to Certificated Officers are deemed to form part of your contract of employment. These can be found on MNTB's website (currently: www.mntb.org.uk).

1.4 Further, certain terms and conditions of your employment are affected by collective agreements made between the Department and the Trade Unions. The terms and conditions that govern your appointment may be amended either as a result of collective bargaining or following consultation with the Trades Unions. These changes will generally be notified to you in the first instance by means of an RFA Temporary Memorandum or RFA Bulletins within one month of the change.

1.5 In the event of any inconsistency, those terms referred to in sections 1.1-1.4 above shall prevail over any other terms offered to you.

1.6 Your continuing employment will be subject to you obtaining and maintaining the required Security Clearance (SC). Failure to obtain or maintain this clearance will result in termination of your employment.

1.7 You are required to hold an in-date Certificate of Competency (where applicable) and in date ancillary qualifications as per STCW1978 as amended. Failure to obtain or retain these qualifications will result in termination of employment.

1.8 The first two Personal Development Records (PDR) covering a minimum six-month period in total, shall be a probationary period and your employment may be terminated at any time during this period on 5 weeks' notice. During your probationary period your performance and suitability for continued employment will be monitored. Your appointment will be confirmed provided you have shown that you can meet the requirements of your role, and your attendance, conduct and performance have been satisfactory.

1.9 You warrant that you are entitled to work in the UK without any additional approvals and will notify the Department immediately if you cease to be so entitled at any time during your employment with the Department.

1.10 You are eligible to join the Civil Service pension arrangements on commencing your employment. Details can be found at <u>contactcentre@MyCSP.co.uk</u>, <u>contactcentre@mycsp.gse.gov.uk</u> or <u>www.mycsp.co.uk</u>.

2. Job Title

2.1 The title of the job which you are employed to undertake is...... Details of the duties to be carried out by an Officer can be found in BR 875 Volume 4, Part 2. These duties may be amended by your employer and you may at any time be required to undertake additional duties, work, studies or training courses in order to meet the needs of the Department

3. Location

3.1 Your initial place of work will be HMS Excellent starting on 4 February 2021 where you will undertake RFA Induction training prior to commencing your first sea going appointment.

3.2 You may be appointed to any ship within the RFA flotilla or Naval Service, at any destination worldwide. The standard duration of a seagoing appointment is four months. Operational requirements may, however, result in this appointment being extended beyond this four-month period – further information is available from BR875 Vol 4 Part 1 Ch 9.

4. Pay and Expenses

5. Hours of Work

5.1 Your hours of work while at sea will be authorised by the Commanding Officer and designated by the Head of Department. These will include rest periods and meal breaks, subject to operational commitments. Further information can be found in PRG: Seagoing Appointments Working Patterns and Leave, RFA Shore Appointment Working Patterns and Leave.

5.2 Whilst at training centres your hours of work will be authorised by the establishment at which you are based. These will include rest periods and meal breaks and will be subject to overriding operational requirements.

6. Training

6.1 Throughout your employment you will be required to undertake training, such training to be funded by the RFA. This will take place at either a military establishment or suitable commercial provider. Whilst undertaking training, you will be expected to comply with the rules and regulations of the training provider.

7. Travel and Subsistence

7.1 Please refer to the PRG's: Change of Work Location in the UK – Task 6 and the MOD Business travel guide for further information.

8. Leave

8.1 Earned Voyage leave (EVL): You will earn leave at the appropriate rate whilst serving under Ship's Articles or when standing by ships in refit periods. This leave is calculated at a rate of 21 days for every calendar month served on board. Any untaken EVL will be retained and carried over. Further details can be found within the PRG: RFA Sea Going Appointments, Working Patterns and Leave refers. For the avoidance of any doubt, EVL includes your entitlement to annual leave.

8.2 Where you attend a training course during EVL, the weekends which fall during the course are counted as part of the course for leave purposes, however, the weekends which come directly before and after a course which runs from a Monday to a Friday will be counted as EVL.

9. Medical Standards

9.1 You are required to have an in-date ENG1 [certificate], with no limitations or restrictions of fitness at all times. You are required to present the original copy of your ENG1 certificate to the Ship's Office at the beginning of each voyage of duty. The RFA will refund the cost of this certificate in accordance with BR 875 Volume 4 Part 1 Chapter 9.

9.2 In addition to meeting the medical standard required by the Maritime and Coastguard Agency ('MCA'); you will also need to satisfy RFA specific medical requirements which are determined by the RFA Medical Advisor in accordance with BR 875 Volume 3 Part 4.

10. Sick Absence

10.1 It is your responsibility to ensure that any absence due to sickness is reported to RFA PERS OPS HR. You must supply a self-certified sick leave form (HR Form 001) for any period of 7 calendar days or less on your return. For periods of sick absence exceeding 7 days, you must obtain a medical certificate from a qualified medical practitioner and submit it to RFA PERS OPS HR.

10.2 On board, sick absence must be reported to the ship's Medical Technician before your duty period begins. If sickness affects your ability to join a ship at the appointed time, RFA PERS OPS HR must be notified immediately. All periods of sickness absence must be certified, whether by self-certification or by a qualified medical practitioner medical certificate.

10.3 Subject to your compliance with this section and the RFA's policy, you may be entitled to sick absence on full pay, less any benefit received, for up to 6 months in any period of 12 months, and after that on half pay, up to a maximum of 12 months sick absence in any rolling period of 4 years or less, such pay to include any entitlement to Statutory Sick Pay (SSP).

10.4 Further details can be found in the Policy and Process "Report and Certify Sickness Absence"

11. Uniform

11.1 During your Induction you will be issued with your uniform appropriate to your rank as an Officer. You are responsible for maintaining and wearing the approved uniform at all times in accordance with the instructions in BR 875 Volume 4 Part 1 Chapter 12.

12. Misconduct

12.1 The misconduct rules applicable to your employment can be found in RFA Misconduct Policy.

13. Grievances

13.1 The RFA procedure for handling Grievances is set out in the Grievance policy which should be read in conjunction with JSP 763 – The MOD Bullying and Harassment Complaints Procedure.

14. Notice of Termination of Employment

14.1 Due to the constitutional position of the Crown, and the prerogative power to dismiss at will, Crown Employees cannot demand a period of notice as of right. However, unless you are dismissed for gross misconduct, and provided you have served continuously for one month or more, you will normally be entitled to a minimum period of notice of three months.

14.2 If you decide to leave the RFA Service, you are required to give not less than three months' notice. Further details can be found within PRG: Resignation.

15. Training Warning Procedure

15.1 If your performance is unsatisfactory whilst under training at naval establishments you will be briefed by either the Establishment Training Officer or RFA HQ STAFF on the Warning Procedures. A briefing document will be issued to you.

16. Repatriation

16.1 If, by an act of misconduct it is necessary to repatriate you to the UK outside the normal appointment schedule, you will be liable to pay costs (currently up to a maximum of £300). Please refer to PRG: RFA Misconduct for further details.

17. Trade Union Membership

17.1 It is the policy of the Ministry of Defence to encourage membership of an appropriate Trade Union and to encourage members to play an active part in Trade Union business. Nautilus International (NI) and the Rail, Maritime and Transport Union (RMT) are both recognised for collective bargaining purposes.

18. Drug and Alcohol Policy

18.1 The RFA has a Drug and Alcohol Policy which includes random testing on board RFA ships, shore establishments and nautical colleges. If you are found to be, at any time, under the influence of a controlled substance(s) other than prescribed medication, or if you are found to be under the influence of alcohol in breach of the RFA Drug and Alcohol Policy, then misconduct action will be taken. Further details can be found in the RFA Misconduct and RFA Drug and Alcohol Abuse Policies.

19. Personal Appearance

19.1 Your appearance must not detract from personal safety standards as laid down in Merchant Shipping and Fishing Vessels (Health and Safety at Work) Regulations, or from the requirements of the food hygiene regulations

19.2 The RFA Service is a highly professional organisation which works closely with military personnel and is regularly in the public eye. This means that Officers and Ratings must adhere to high standards of personal appearance in order to maintain the image and reputation of the service. The standard of personal appearance is detailed in BR 875.

20. Confidentiality and use of Official Information

20.1 All RFA employees owe a duty of confidentiality and loyal service to the Crown as their Employer. You are required to exercise care in your use of information which you acquire in the course of your official duties and to protect confidential information about the RFA, or about any other matters which may come to your knowledge in the course of your employment. For the purpose of this clause, confidential information means any information or matter which is not in the public domain (except as a result of your breach of this agreement) and which relates to the RFA or MOD. You must continue to observe this duty of confidentiality after you have left Crown employment. Any breach of these provisions may result in misconduct action and, in certain circumstances, criminal or civil proceedings.

20.2 The restriction in section 21 above does not apply to:

a) Prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or

b) Use or disclosure (of information) that has been authorised by the RFA, is required by law or by your employment

20.3 All RFA employees are bound by the provisions of criminal law including the Official Secrets Acts, which protects certain categories of official information.

21. Data Protection Act 1998

21.1 In accordance with the Data Protection Act 1998, the Ministry of Defence will collect, use, protect and retain the information provided for the purposes of exercising or performing rights and obligations in connection with employment including the production of management information, which will be collected centrally.

22. Equality and Inclusion

22.1 It is MOD policy that any form of unfair discrimination or harassment on the grounds of an individual's gender, race, disability, sexual orientation, religion or belief, marital status, age or other protected characteristic, is totally unacceptable and not to be tolerated in the workplace.

22.2 Any complaints of discrimination should be pursued through the grievances process. If you feel you are a victim of bullying and harassment you should follow the procedures laid down in Joint Services Publication (JSP) 736, the MOD's Bullying and harassment complaint procedure.

23. Outside appointments/Directorships

23.1 You may not engage in any private (i.e. non work related) activity that would require attendance during working hours, or that may adversely affect your efficiency whilst on duty. Additionally, you may not engage in any occupation or undertaking that might conflict with the interests of the RFA Service or that is inconsistent with your position as a Crown Employee. Please refer to – 'Standards of Conduct and Behaviour – Conflict of Interest' policy for further details.

24. Your Obligations

24.1 You will be required to join any RFA ship or an RFA approved organisation as required. On joining a ship, you will be expected to sign and subsequently comply with the Crew Agreement.

24.2 You are required at all times to conduct yourself with integrity, impartiality and honesty. Your attention is drawn to Policy and Process Standards of Conduct and Behaviour.

24.3 Whilst undertaking specific training you may in the course of your career be appointed to Royal Navy (RN) ships for short periods of time, where you will be expected to comply with the rules and regulations set out under the Armed Forces Disciplinary Act.

25. Pension Arrangements

25.1 As soon as you start your new job, you are eligible to join the Civil Service Pension arrangements. We offer you a choice of two types of pension:

. alpha. This is a defined benefit occupational pension scheme. Details of the contributions you will pay are shown in Annex A. As your employer we also make a substantial contribution.

, partnership pension account. This is a stakeholder pension with a contribution from us. How much we pay is based on your age. We pay this regardless of whether you choose to contribute anything. You do not have to contribute but, if you do, we will also match your contributions up to 3% of your pensionable earnings. The contributions are in addition to the agerelated employer contribution mentioned above.

You will find information on your pension choices in the starter pack which our distributors will send to you nearer your start date. To enable them to send you your starter pack, we will provide them with your name and home address. The distributors will not use this information for any other purpose. If you do not receive your pack before you start work please contact your Appointer, Appointer, Deanna Bumstead [Tel: 02392 62 8628].

We will automatically enter you into alpha on appointment unless we receive your Pension Choices form stating you wish to join partnership at, or before, your start date. We will deduct contributions from your salary with effect from your start date. If you wish to open a partnership pension account and you make your choice within three months, we will backdate your choice to your start date. If we do not receive your form within three months, you will remain as a member of alpha, unless you subsequently opt out.

You do not have to join the Civil Service Pension arrangements. If you opt out, you will still build up benefits in the State Pension. But if you are considering opting out, we strongly recommend that you read the starter pack before you make any decision.

If you have any questions about the pension arrangements visit the Civil Service Pensions website: www.civilservicepensionscheme.org.uk or contact MyCSP on 0300 123 6666.

Annex A

Scheme contribution rates from 1 April 2020

Annualised rate of pensionable earnings	Member contributions rate Members in classic or who moved into alpha from classic	All other members
Up to and including £15,000	4.60%	4.60 %
£15,001 - £21,600	4.60%	4.60 %
£21,600 - £ 54,900	5.45 %	5.45 %
£54,901 - £150,000	7.35 %	7.35 %
£150,001 and above	8.05 %	8.05 %

26 RFA Sponsored Reserves

26.1 Your continuing employment will be subject to you signing, by the end of your induction course, an agreement to become a special member of the Royal Naval Reserves (RNR), termed Sponsored Reservist. This status is activated when serving on board RFA units which are required to provide military afloat support during a conflict. Terms and conditions for RFA Sponsored Reservists are attached, with a Form of Employment Agreement which should be read carefully, in the first instance. During your Induction Course, the Sponsored Reservist terms and conditions will be fully explained to you by an RFA officer, and you will then be required to sign. You will have the opportunity to ask any questions you may have prior to signing the agreement. Further details are available BR875 Volume 4 Part 1 Chapter 29.

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Signed for and on behalf of the Employer:

Date:

I agree to the above terms

EMPLOYEE:

Date

