



West Yorkshire
Fire & Rescue Service

Day Crewing Specialist Duty System Policy

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OFFICIAL

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Reviewers

Name	Version Approved	Position	Organisation	Date
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Distribution

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1 Day Crewing Specialist Duty System Policy

1.1 Introduction

The Day Crewing (DC) Specialist duty system follows the standard 224 duty system for positive hours and the standard 224 work routine rules still apply. However, in addition staff members operating this duty system are also required to be 'on call', from home or other suitable location, and provide standby cover for Urban Search and Rescue (USAR). Staff members providing this standby cover must be available to attend the Strategic Training Facility (STF) at Fire Service Headquarters (FSHQ) within 45 minutes of receiving an incident call alert.

The DC Specialist duty system is currently only undertaken by operational staff members posted to Cleckheaton fire station.

1.2 Duty System and Hours of Work

The DC Specialist duty system is operated by four watches over an eight day cycle (four days on duty and four days off duty). Duty shift start and finish times will be the same as the standard 224 duty system. Staff members, on average, will be at work 42 hours per week (positive hours) and will be on standby 42 hours per week (standby hours). This is shown in the table below.

		Positive Hours		Standby Hours	
		Hours	From/To	Hours	From/To
Day 1	Day	11	0800-1900	5	1900-0000
Day 2	Day	11	0800-1900	13	0000-0800 1900-0000
Day 3	Night	5	1900-0000	19	0000-1900
Day 4	Night	13	0000-0800 1900-0000	11	0800-1900
Day 5	Rota	8	0000-0800	0	
Day 6	Rota	0		0	
Day 7	Rota	0		0	
Day 8	Rota	0		0	
	Total	48		48	

Staff members who work the DC Specialist duty system are required to opt out of the Working Time Regulations 1998. For further information see The Working Time Regulations HRNFG020. A copy of the Individual Voluntary Agreement is shown in Appendix 1 - The Working Time Regulations 1998. This will need completing by all DC Specialist staff members and then submitted to Human Resources Department at Fire Service Headquarters (FSHQ) for placement on the staff members personal reference file.

1.3 Payment

Payments for working the DC Specialist duty system are shown below:

- Basic salary (Pensionable)
- 5% of basic salary as a Duty System Allowance (DSA) for providing standby cover (Pensionable)
- 2% of basic salary as a DSA for flexible working (Pensionable)
- 8% of basic salary as a Specialist Skill Allowance to cover USAR specialism training. To maintain this allowance staff members will be required to be competent with the relevant specialisms associated with the role (Pensionable)

Additional payments for attending exercises and incidents are shown below:

- Incidents and exercises attended in county within positive hours will attract no additional payment.
- Incidents and exercises attended in county within standby hours, will be paid the following:
 - Turnout and disturbance fees
 - Hourly rate
 - Travelling expenses to and from work
- Training/Exercises attended in county on Rota will be paid at overtime rate as per the Overtime Policy. (There is a requirement to attend a number of training days per year on Rota days for staff to maintain USAR skills)
- Incidents and exercises attended out of county will be paid in accordance with the Out of County Deployment policy

1.4 Overtime

Positive hours will be paid in accordance with the Overtime Policy.

Standby hours will be paid at 20% of the current overtime rates of pay. In the event of a call out the payments set out in 'incidents attended within the standby hours' will also apply.

Only OT that covers positive hours will count towards the maximum limit in the Overtime Policy and the Working Time Regulations. OT that covers standby hours ('on call' away from the workplace) will not be counted towards these maximum limits.

DC staff members that work OT must consider the amount of time worked in respect of rest, welfare and work life balance. OT limits and safeguards that are stipulated in the Overtime Policy must be adhered to.

1.5 Leave

The leave entitlement for staff members working on the DC Specialist duty system will be as per the Leave Policy. Leave will also be managed as per the Leave Policy so to facilitate the maintenance of staffing/attribute levels as per the Staffing Policy.

Any shortfalls in staffing numbers to cover protracted incidents or certain training courses (e.g. USAR) can be covered by DC Specialist staff on overtime following liaison and approval from Employee Resources Team (ERT).

1.6 Driving Standards

DC Specialist staff members who respond to an incident call alert during standby hours must proceed to STF at FSHQ as safely and as quickly as possible abiding to, and in accordance with, Road Traffic Regulations and Highway Code.

Private vehicles must observe speed restrictions and all other road traffic regulations, even when responding to an emergency incident call.

There are no exemptions from the law.

It is in everyone's interest that proper care should be taken when responding to emergency incident calls, and there should be an appreciation that the difference between a reasonable response and an unreasonable one may only amount to a few seconds. Staff members must not take unnecessary risks.

Staff members that are using vehicles to respond must have adequate and appropriate vehicle insurance to cover the journeys undertaken in these circumstances. In addition, the vehicle must be roadworthy ie taxed and have valid Ministry of Transport (MOT) test certificate where applicable.

1.7 Not Responding in Standby Hours

When a DC Specialist staff member is on duty and does not respond in standby hours, the circumstances surrounding the 'non-attendance' will be investigated. The investigation will establish if there was a valid reason for not responding. If there is a failure to provide a suitable reason, then the Performance Improvement Policy will apply in these circumstances. Continuous or regular failure to respond may result in formal action under the Discipline Procedure.

1.8 Termination DC Specialist Contract

Where staff members can no longer meet their contractual obligation, the DC Specialist contract will be terminated and applicable allowances will cease to be payable. Appropriate notice will be given and the staff member will be redeployed to a suitable and alternative duty system. The employee has the right to appeal against this using the grievance procedure.

Termination of the DC Specialist contract may be as a result of discipline, performance or attendance issues and further guidance can be found in the related policies.

- Discipline Procedure
- Performance Improvement Policy
- Absence and Attendance Management Policy

1.9 Transfers and Promotions

DC Specialist staff members who voluntarily accept a permanent transfer or promotion, away from the DC Specialist duty system, will no longer be eligible for the associated allowances from the date of the transfer for the complete period they are not working the DC Specialist system.

DC Specialist staff members who accept a temporary transfer or promotion away from the DC Specialist duty system (with the exception of Temporary Station Manager as below) will be eligible to retain some allowances but this will be dependent on the agreed and continued cover and skill maintenance arrangements as follows:

- If the staff member is required to maintain USAR competence and provide 'on call' USAR cover in their temporary role, they will retain their 15% allowances.
- If there is no requirement to provide 'on call' USAR cover in their temporary role, they will only receive the 8% Specialist Skill Allowance. This will continue to be paid on the condition that the staff member is maintaining their USAR competence by attending one USAR training day per month, for which they will receive payment.

If DC Specialist staff members undertake the role of Temporary Station Manager (on the Flexible Duty System (FDS) rota and receive the associated allowance), will lose all DC Specialist allowances whilst performing the role.

DC Specialist staff members that undertake the role of Temporary Station Manager (non FDS) will still be eligible to claim the allowances as above.

2 Part 2 - Appendix 1 – The Working Time Regulations 1998

2.1 Individual Voluntary Agreement ([HRFRM201](#))

THE WORKING TIME REGULATIONS 1998 INDIVIDUAL VOLUNTARY AGREEMENT West Yorkshire Fire & Rescue Service

In accordance with the provisions of the Working Time Regulations 1998 I confirm that I,

have agreed with my employer, West Yorkshire Fire & Rescue Service that the Regulations shall not apply in my case.

I understand that I am not under any obligation to work in excess of an average of more than forty-eight (48) hours, including overtime, over a period of 17 weeks. This Agreement by me is therefore purely voluntary and it means that:-

- i. My working hours will not be limited to an average of forty-eight (48) hours over a 17 week period;
- ii. I may withdraw from this Agreement at any time upon giving my employer a minimum of twelve (12) weeks' notice to that effect;
- iii. My employer is also entitled to bring this Agreement to an end by giving me a minimum of twelve (12) weeks' notice to that effect.
- iv. In line with the Authority's Health & Safety Policy regular reviews will be held. Should a review result, deem me unable to work over 48 hours, this agreement will be terminated immediately and management will consult with me on an individual basis regarding working hours and patterns.
- v. The effective date of commencement of this Agreement will be _____
- vi. Any subsequent agreement as agreed on an Authority Wide basis will override this Agreement.

I confirm my agreement to the above terms and acknowledge that I have received a copy of this document for my personal information and records.

Signature _____ Date _____