

NATIONAL JOINT COUNCIL FOR LOCAL AUTHORITIES' FIRE BRIGADES

Scheme of Conditions of

FIFTH EDITION 1998

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Contents

Preface

Section I Ranks and responsibilities of ranks

Section II Duty systems and hours of duty

Section III Leave

Section IV Sick leave

Section V Pay of whole time members

Section VI Emoluments and allowances for whole time members

Section VII Part time members of brigades

Section VIII Suspension

Section IX Miscellaneous

Section X Procedures for resolving individual grievances and disputes between fire authorities and the representative bodies

Section XI Constitution of the National Joint Council

Section XII Fairness at work

Appendix I(a) Model disputes procedure for brigades for ranks of station officer, fire control officer and above

Appendix I(b) Model disputes procedure for brigades for ranks of sub-officer, senior fire control operator and below

Index

PREFACE TO FIFTH EDITION 1998

1. The National Joint Council for Local Authorities' Fire Brigades is the standing body charged as provided by its constitution with the supervision, from a national point of view, of all questions affecting the conditions of service of members of fire brigades established by virtue of the Fire Services Act 1947-1959, other than chief and assistant chief fire officers and firemasters and assistant firemasters.
2. On 14th September 1959, by virtue of Section 5 of the Fire Services Act 1959, and Article 1 of the Fire Services Act 1959, (Commencement No 2) Order 1959, the Fire Services (Conditions of Service) Regulations 1954, and the Fire Services (Conditions of Service) (Scotland) No 2 Regulations 1954, as amended, ceased to have statutory effect. These regulations had given effect to decisions of the National Joint Council, as approved by the Secretaries of State, and to the extent that they remained appropriate they continued to operate (by resolution of the National Council) until the adoption of the Scheme of Conditions of Service in November 1963.
3. This fifth edition of the Scheme accordingly represents the terms and conditions of employment for the uniformed members of the brigades of all local authorities in the United Kingdom other than chief and assistant chief fire officers and firemasters and assistant firemasters. Except where expressly stated to the contrary it is not applicable to junior firefighters. Fire control staff employed on a full time basis for a limited period or a fixed term shall have applied to them as appropriate the service conditions and salary provisions of the Scheme.
4. The Council wishes to refer to the joint nature of the decisions incorporated in this Scheme and to remind fire authorities of the value of affording opportunities to members of brigades, through their accredited representatives, for consultation on matters included in the Scheme where such consultation is appropriate. The Council hopes that the Scheme will provide a sound basis for harmony throughout the fire services of the country.

SECTION I - RANKS AND RESPONSIBILITIES OF RANKS

1. Ranks

The ranks of members of a brigade below the Chief Officer shall not differ from and shall be such of those set out below as the fire authority consider necessary.

Operational

Assistant Chief Officer
 Senior Divisional Officer
 Divisional Officer (Grade I)
 Divisional Officer (Grade II)
 Divisional Officer (Grade III)
 Assistant Divisional Officer
 Station Officer
 Sub-Officer
 Leading Firefighter
 Firefighter

Control Staff

Principal Fire Control Officer
 Group Fire Control Officer
 Fire Control Officer
 Senior Fire Control Operator
 Leading Fire Control Operator
 Fire Control Operator

Non-operational Staff

2. Responsibilities of officer ranks

The responsibilities of the ranks in relation to operational requirements of brigades shall normally be as stated below. The points ranges for ranks are also shown.

The divisional rank structure is based on the following points grading formula:

Population	xxx — 600	(in thousands) x 70	=	Y
Establishment	xxx — 350	x 30	=	Z
		Total Y + Z	=	X points

For the purpose of assessing total establishment, two part time whole units equal one whole time unit.

Points Range	Rank	Typical Responsibilities
(a) 65 plus*	Senior Divisional Officer	To be responsible for the organisation and efficiency of a large division. To act, if required, as Deputy Chief Officer or to undertake staff or specialist duties.

* It is considered that a total of 100 points would normally represent the upper level for divisional command. Where this total is exceeded in exceptional instances in urban areas, a responsibility allowance may be considered.

(b)	64-40	Divisional Officer I	To be responsible for the organisation and efficiency of a division. To act, if required, as Deputy Chief Officer, or to undertake staff or specialist duties.
(c)	39-22	Divisional Officer II	As for a Divisional Officer I or deputy to Senior Divisional Officer, or Divisional Fire Prevention Officer, in a division commanded by a Senior Divisional Officer.
(d)	21-16	Divisional Officer III	(i) To be responsible for the organisation and efficiency of a small division or deputy to a Divisional Officer I, or to undertake staff or specialist duties; or (ii) Officer in charge of a group of stations.
	26 & above		
(e)	15 & below	Assistant Divisional Officer	(i) To act as deputy to a Divisional Officer II or a Divisional Officer III or officer in charge of a large station or to undertake staff or specialist duties; or or (ii) Officer in charge of a group of stations.
	25 & below		
(f)	Station Officer		To be responsible for the general operational and administrative efficiency of a station or a watch at a station.
(g)	Sub-Officer		Officer or deputy officer in charge of a watch.
(h)	Leading Firefighter		Officer in charge of appliance.*

* *"Appliance" should be understood to include appliances scheduled for crewing by part time as well as whole time firefighters and it will not include emergency tender, turntable ladders or appliances scheduled for alternative crewing.*

3. Responsibilities of firefighters

The principal duties of the qualified firefighter are those described in the document "The Qualified Fireman's Job" issued by the National Joint Council for Local Authorities' Fire Brigades in May 1977. Other duties will be such that they are compatible with the skills of the firefighter and the nature of the Fire Service.

The duties of firefighters who have not yet qualified are related to those of the qualified firefighter insofar as they are competent to perform them.

SECTION II - DUTY SYSTEMS AND HOURS OF DUTY

1. Firefighters, leading firefighters and sub-officers

(1) HOURS OF DUTY

The normal average weekly hours of duty of firefighters, leading firefighters and sub-officers engaged on operational duty shall be 42.

(2) DUTY SYSTEMS

There are three principal duty systems:

(a) Shift system

Under this system each period of 24 hours shall be divided into a day shift and a night shift. The day and night shifts shall be so arranged that over a fixed number of weeks the weekly hours of duty performed by each member average 42. A rota giving effect to the foregoing shall be drawn up. The general principles governing the rota shall be as follows:

- (i) The night shift shall not be less than 12 hours;
- (ii) There shall be at least two complete periods of 24 hours freedom from duty each week, ie two days off duty;
- (iii) Each member's leave days shall change week by week in a regular progressive manner;
- (iv) The shift rota shall be so designed as to provide as nearly as possible that the number of firefighters normally available for duty from time to time is constant,
- (v) No rota system shall include continuous duty periods of 24 hours.

Emergency calls

Members on duty are to be available at all times to respond to emergency calls and to perform work related to maintaining operational readiness.

Work other than emergency calls

All hours on duty with the exception of those relating to emergency calls, work related to maintaining operational readiness and any hours stipulated as "stand down time" or "meal breaks" shall be available for work or training consistent with that referred to in Section I, paragraph 3.

The periods referred to above will be as follows:

Meal breaks

Three hours will be specified for meal breaks in 24 hours. The timing of the periods is at the discretion of the fire authority. Where a meal break is interrupted by an emergency call, account shall be taken of this.

Stand down time

Subject to the demands of emergency calls and work arising from emergency calls, there shall be a stand down period from midnight. Members will parade ready for work at 7am. A routine related to ensuring that operational readiness is maintained will be carried out on the public holidays specified in Section III part B paragraph 1. All other days, including extra-statutory days of holiday, shall be normal working days (compensation for duty on extra-statutory days of holiday will be treated in accordance with Section III part B paragraph 2).

(b) Day crewing

Under this system, 35 hours of duty shall be performed at the station on a day duties basis and the remainder as standby duty at home, on the understanding that the member will respond to any emergency call received at any time during the standby period. The fire authority may request a member who is employed on this system to accept obligations similar to those of a retained member in respect of periods outside of his or her normal duty hours. A rota giving effect to the foregoing shall be drawn up. The rota shall also ensure that there shall be two complete periods of 24 hours freedom from any duty each week.

(c) Day duties

Members who are conditioned to day duties shall work a rota in accordance with the following principles:

- (i) total hours of commitment should average 42 per week inclusive of meal breaks;
- (ii) the normal working day should cover the period of normal office hours;
- (iii) working days should average 9 per fortnight and should fall within Monday to Friday inclusive;
- (iv) any balance between average working hours (including meal breaks) and 42 per week should be available to the fire authority, thereby following existing practice; and
- (v) where work must necessarily be undertaken outside the normal working day (eg inspection of clubs, lectures), equivalent time off in lieu should be given during the normal working day.

(3) CHANGES FROM ONE DUTY SYSTEM TO ANOTHER*(a) Day crewing to shift*

Where a fire authority considers that the duty system at a station should be changed from the day crewing to the shift system, the conditions of transfer should be discussed in the appropriate committees, between representatives of the fire authority and the accredited representatives of the members of the brigade.

(b) Shift to day crewing

The number of emergency calls dealt with over a long period is one of the factors which will influence the possible introduction of the day crewing duty system being considered. It is not the only factor. Other factors to be considered are:

- (i) Whether the fire risk in the area is low enough to suggest day crewing as being appropriate;
- (ii) The turn out times which are required to be met and effect of housing considerations on turn out times;
- (iii) Proximity of special and high hazard risks and high life risk, eg chemical plants, large hospital complexes and the like;
- (iv) The amount of variation in population in holiday resorts;
- (v) Proximity to motorways and other high speed roads where instant turn outs are essential;
- (vi) Whether the station operationally supports a group of retained stations and no alternative arrangements can be made;
- (vii) The backup contribution the station might be expected to make in the territory surrounding its own fire ground.

Where a difference arises between the fire authority and the accredited representatives of the members as to whether a station should change from shift to day crewing, all relevant circumstances having been taken into account, the matter will be referred to an adjudicator appointed by the Lower Ranks' Committee for final adjudication. The fire authority and the representative body shall be provided with an opportunity to present their case.

Wherever the duty system at a station is changed from shift to day crewing, the authority concerned will ensure that the following is undertaken:

- (i) Members changing from the shift system to day crewing shall be on a voluntary basis. Members who do not wish to work the system will be posted, within daily travelling distance of their homes. Where this is impracticable, members may be allowed to remain on the shift system at the same station.
- (ii) Members posted as in (i) above will receive the difference in travelling costs between home to their new station and home to their old station.
- (iii) Members who volunteer to operate the day crewing system and who need to move home as a consequence, will be provided with accommodation close to the station for which they may be required to pay a subsidised rent. Alternatively, members will be provided with a rent

allowance. Where a member requires to purchase a house close to the station, the National Joint Council calls upon the local authorities to do everything in their power to facilitate where appropriate house purchase arrangements by the provision wherever practicable of mortgage facilities.

- (iv) Where members are transferred to provide housing the fire authority will make arrangements to ensure that on retirement members are assisted in obtaining suitable alternative accommodation. If a member resigns to leave the fire service, the fire authority should allow adequate time for the member to find alternative accommodation.
- (v) The above conditions are without prejudice to any more favourable existing local arrangements.

In the event of a dispute arising on the conditions of service relating to day crewing this shall be resolved by recourse to the disputes procedure.

(4) PRE-ARRANGED OVERTIME

A fire authority shall be free, subject to the conditions set out below, to invite the members of their brigade to undertake re-arranged overtime duties. The conditions are:

- (a) Pre-arranged overtime should be devoted to fire service duties (for example, hydrant inspection and testing, routine fire protection inspections and making good temporary manning deficiencies) and may not be used to make up establishment deficiencies.
- (b) Arrangement should be subject to consultation between the fire authority and the accredited representatives of the members of the brigade.
- (c) The amount of pre-arranged overtime should be kept to a reasonable limit, say 24 hours a month, which may be averaged over a period of six months.

The fire authority is free to invite the services of individual members once arrangements have been determined. It will not be necessary to make overtime compulsory, reliance being placed on voluntary acceptance of overtime obligations.

2. Fire control operators, leading fire control operators and senior fire control operators

(1) HOURS OF DUTY

- (a) The normal average weekly hours of duty of fire control operators, leading fire control operators and senior fire control operators engaged on fire control duties shall be either 40 or 42.
- (b) Fire control operators below the age of eighteen shall not work night shifts.

(2) DUTY SYSTEMS

There are two principal duty systems:

(a) Shift system

Under this system each period of 24 hours shall be divided into a day shift and a night shift. The day and night shifts shall be so arranged that over a fixed number of weeks, the weekly hours of duty performed by each member average either 40 or 42. A rota giving effect to the foregoing shall be drawn up. The general principles governing the rota shall be as follows:

- (i) The night shift shall not be less than 12 hours;
- (ii) There shall be least two complete periods of 24 hours freedom from duty each week, ie two days off duty;
- (iii) Each member's leave days shall change week by week in a regular progressive manner;
- (iv) The shift rota shall be so designed as to provide as nearly as possible that the number of control operators normally available for duty from time to time is constant;
- (v) No rota system shall include continuous duty periods of 24 hours.

Emergency calls

Members on duty are to be available at all times to receive and respond to emergency calls.

Work other than emergency calls

All hours on duty with the exception of those relating to emergency calls and any hours stipulated as "meal breaks" or "periods of relaxation" shall be available for work or training consistent with the job description of control operators.

The periods referred to above will be as follows:

Meal breaks

Three hours will be specified for meal breaks in 24 hours. The timing of the periods is at the discretion of the fire authority. Where a meal break is interrupted by an emergency call, account shall be taken of this.

Periods of relaxation

Subject to brigades being satisfied at all times that operational requirements are not prejudiced, and provided that they are immediately available in the event of recall to duty, members shall be permitted to leave their posts for periods of relaxation in approved locations between the hours of midnight and 7am.

(b) Day duties

Members who are conditioned to day duties shall work a rota in accordance with the following principles:

- (i) total hours of commitment should average 40 or 42 per week inclusive of meal breaks;
- (ii) the normal working day should cover the period of normal office hours;
- (iii) working days should average 9 per fortnight and should fall within Monday to Friday inclusive;
- (iv) any balance between average working hours (including meal breaks) and 40/42 per week should be available to the fire authority, thereby following existing practice; and
- (v) where work must necessarily be undertaken outside the normal working day, equivalent time off in lieu should be given during the normal working day.

3. Station officers and higher ranks

- (1) Officers will be subject to one of the following systems to be determined by the fire authority after consultation with the accredited representatives of the officer members of the brigade:

(a) Shift duty system

A shift duty officer shall be employed on a day and night shift (of which the latter shall not be less than 12 hours) basis with a progressive rota over a fixed number of weeks to provide an average of 42 hours per week.

(b) Flexible duty system

- (i) An officer employed on the flexible duty system shall be conditioned to two types of duty, managerial duty and standby/call out duty defined as follows:
 - (1) Managerial duty is duty rostered to perform full time the operational command, managerial, supervisory and/or specialist duties appropriate to the officer's post; such duty shall also be known as "positive hours".
 - (2) Standby/call out duty is duty rostered to ensure that the officer is available on call for the urgent performance of duties specified under (1) above, including the performance of such duties if the officer is called upon.
- (ii) Rostering arrangements for the flexible duty system shall be such as to conform with all of the following principles:
 - (1) The sum of the rostered managerial duty hours and the rostered standby/call out duty hours, the latter divided by 4, shall be 48 hours per week, on average over a cycle not exceeding eight weeks;
 - (2) No rota shall contain more than 5 consecutive periods of 24 hours during which a duty of either type is performed;

- (3) In any two week period commencing on a Monday there shall be at least two pairs of rota leave days;
- (4) Any period of standby/call out duty shall be all or part of a period of 24 hours duty (starting at the normal starting time) and shall be rostered immediately before or immediately after a period of positive hours, unless it is an entire period of 24 hours standby/call out duty.
- (5) On any day on which managerial duty is performed the hours for that duty shall be rostered consecutively except where an evening duty is required in addition to a normal day duty (for these purposes, in view of long-standing custom and practice in the fire service, one meal break in each period of 24 hours will be treated as a period of managerial duty);
- (6) Travelling time to and from a rostered evening commitment of managerial duty shall itself count as managerial duty.
- (7) Rota leave shall be rostered no less frequently on a Saturday or Sunday than any other day of the week.
- (8) The total sum of managerial hours shall not average more than 42 a week.
- (9) The sum of the weekly hours of both types of duty shall not exceed 78 on average,
- (iii) Locally unresolved difficulties over rostering arrangements shall be referred to the Joint Advisory Panel of the Officers' Committee for their assistance. In such instances changes shall not be implemented locally before the Joint Advisory Panel has considered the matter or, if it is not resolved thereby the Officers' Committee has considered the matter,
- (iv) An officer conditioned to the flexible duty system may:
 - (1) in exceptional circumstances be allowed periods of "short leave" during which he or she may be completely detached from duty, out of touch and beyond recall, subject to the approval of his or her senior officer, which shall not be unreasonably withheld; and
 - (2) may have freedom of movement, during periods of standby/call out duty, in and around the area within which his or her normal duties are performed and subject to the arrangements for him or her to be notified of incidents occurring within his/her standby/call out jurisdiction.
- (vi) An officer conditioned to the flexible duty system shall be notified of the geographical area within which he or she will be required to be based for the performance of his or her standby/call out duty.
- (vii) Transfer onto the flexible duty system will be voluntary. In view of the pension implications, officers will not be transferred from the flexible duty system against their will, except as a result of action under the Fire Services Discipline Regulations where the punishment is reduction in rank to sub-officer or below.

(c) Day duty system

An officer employed on the day duty system shall work a rota in accordance with the following principles:

- (i) total hours of commitment should average 42 per week inclusive of meal breaks;
- (ii) the normal working day should cover the period of normal office hours.*
- (iii) working days should average 9 per fortnight** and should fall within Monday to Friday inclusive;
- (iv) any balance between average working hours (including meal breaks) and 42 per week should be available to the fire authority, thereby following existing practice; and
- (vi) where work must necessarily be undertaken outside the normal working day (eg inspection of clubs, lectures), equivalent time off in lieu should be given during the normal working day.

* "Normal office hours", in the context of the agreement, should be interpreted as meaning 9.00am to 5.00pm. However, it is accepted that it would be within the spirit of this interpretation if variations were agreed locally in the starting and finishing times to meet local conditions, provided that the spread of daily hours remained eight, including the meal break.

*** Where, in any brigade a spread of duties for non-residential staff and specialist officers (conditioned to day duties) averaging less than 9 per fortnight was negotiated and agreed prior to 21st February 1979, sub-paragraph (Hi) above will not apply.*

4. Fire control officers and higher ranks

(1) The normal average weekly hours of duty for a member of the rank of fire control officer or above who is not conditioned to the flexible duty system shall be 42. Members shall have their rota determined in accordance with the provisions of paragraph 3(1)(a) or 3(1)(c) above.

(2) A member who is conditioned to the flexible duty system shall be available for duty for periods averaging the weekly hours of the rota determined in accordance with the provisions of paragraph 3(1)(b) above.

5. Recall to duty

A member shall be free to report for duty to assist with a serious incident where it is apparent that his or her services would be of value and, in such circumstances, to receive payment in accordance with paragraph 12 of Section VI. The arrangements for recall and the members to whom they shall apply shall be determined by the fire authority after consultation with the accredited representatives of the members of the brigade.

SECTION III - LEAVE

A. ANNUAL LEAVE

1. Entitlement

A member of a brigade shall in each calendar year, so far as the exigencies of duty permit, be granted annual leave with pay in accordance with the following scales:

<i>Operational</i>	<i>Non-operational</i>	<i>Scale "A"</i>	<i>Scale "B"</i>
DO I and above		35 days	
DO II	Principal Fire Control Officer	28 days	
DO III	Group Fire Control Officer		
ADO	Fire Control Officer		
Station Officer			3 other days
Sub-Officer	Senior Fire Control Operator	25 days	
Leading Firefighter	Leading Control Operator		
Firefighter	Fire Control Operator		

Scale "A"

Days which would otherwise be rota or off duty days which fall within a period of annual leave count as days of annual leave.

DO I and above

The annual leave entitlement may be taken in such periods and at such times as agreed with the fire authority during each leave year, ie 1st January to 31st December, provided that if the officer so wishes he or she shall be afforded reasonable opportunity of taking at least three weeks' continuous leave during any part of the year.

DO II to Station Officer, and Principal Fire Control Officer to Fire Control Officer

Not less than three quarters of the annual leave entitlement must be taken between 1st April and 30th September annually.

Sub-Officer, Senior Fire Control Operator and below

Not less than two thirds of the annual leave entitlement shall be taken during the period from 1st April to 30th September, except where there are mutual arrangements to the contrary.

Scale "B"

Normal working days which may be taken at any time during the leave year. Such leave may be taken in three consecutive duty shifts of absence.

2. Leave year

The leave year extends from 1st January to 31st December. Annual leave not taken in the normal leave year will be forfeited except that in exceptional circumstances where a member of a brigade is unable to take of his or her annual leave by the end of the calendar year, he or she may, at the discretion of the fire authority, be permitted to take all or part of the outstanding leave provided that he or she does so by not later than 31st March of the following year.

3. Entitlement in cases of broken service or change of rank

- (1) Where, during the course of a leave year, a member (a) enters or leaves the brigade, or (b) is promoted or reduced in rank, or (c) undergoes an extended period of unpaid leave, his or her entitlement to leave shall be based on an appropriate calendar monthly allowance of days in accordance with the following scales:

	DO I and above	Station Officer, Fire Control Officer and above	Sub-Officer, Senior Fire Control Operator and below
January	3	3	3
February	3	2	2
March	3	2	2
April	3	3+1 *	2+1*
May	3	2	2
June	3	2	2
July	3	3	2
August	3	2+1*	2+1*
September	3	2	2
October	3	3	2
November	3	2	2
December	2	2+1*	2+1*
Total for year	35	28+3*	25+3*

* *The additional annual leave referred to in paragraph 1 (Scale B)*

- (2) In determining leave entitlement under the preceding sub-paragraph regard is to be had only to completed calendar months of service.
- (3) A member may be allowed to anticipate annual leave on the understanding that if he or she voluntarily leaves the brigade before 31st December of the same year, any leave taken in excess of entitlement may be treated as unpaid leave of absence and pay adjusted accordingly.

4. Entitlement in cases of ill health retirement

In cases of retirement on ill health grounds, payments in lieu of annual leave shall be made in accordance with the following conditions:

- (i) consideration shall be limited to leave accrued before the start of the period of sick leave which ended in retirement;
- (ii) the amount of annual leave to be considered shall be calculated by reference to paragraphs 2 and 3 of this section;
- (iii) any leave actually taken from the leave accrued shall be discounted in considering the amount of pay in lieu.

5. Entitlement in cases of death in service

Upon the death of a member having earned but not taken a holiday entitlement an amount calculated by reference to the table at paragraph 3(1) of this section, shall be paid into his or her estate.

6. Entitlement in cases of attendance at accelerated promotion courses

A member attending any accelerated promotion course shall have two-thirds of his or her "Scale A" annual leave entitlement set against his or her period of the "long summer break" occurring during the course. Remaining leave entitlement will be taken following the member's return to duty.

7. Entitlement in cases of maternity leave

Paid maternity leave, and authorised unpaid maternity leave up to and including 22 weeks' duration shall be regarded as service for the purpose of calculating a member's entitlement to annual leave after five years' continuous service. Paid maternity leave and authorised unpaid maternity leave of up to and including 22 weeks' duration, shall not affect the length of a member's annual leave entitlement in the leave year(s) in which maternity leave falls.

8. Weekend following annual leave

Members should be enabled to have a complete weekend free from duty at each end of their annual holiday. Where practicable and possible, subject to the maintenance of existing standards, arrangements should be made locally to this end, provided there shall be no increase in establishments and nor shall overtime be used for this purpose.

B. PUBLIC HOLIDAY LEAVE

1. Entitlement

A member of a brigade in England, Wales and Northern Ireland, shall, so far as the exigencies of duty permit, be entitled to a day's leave on the following public holidays:

Good Friday	Late Summer Holiday
Easter Monday	Christmas Day
Spring Bank Holiday	26th December
The first Monday in May	New Year's Day

A member of a brigade in Scotland shall, so far as the exigencies of duty permit, be entitled to a day's leave on the following days:

New Year's Day
The first Monday in May
The local Autumn Holiday
Christmas Day

Four such other days as shall be selected by the fire authority in consultation with the accredited representatives of the whole-time members of the brigade.

Members of all brigades shall be entitled to two extra-statutory days of holiday. The timing of these days is to be determined locally. For pay and other purposes the two extra-statutory days shall count as public holidays.

- Note:
- (i) *For members of fire brigades in England, Wales and Northern Ireland who work on a shift system, Christmas Day, 26th December and New Year's Day will be treated as public holidays on whichever days of the week they fall and they will thus be unaffected by pronouncements made by Government on bank holidays.*
 - (ii) *For members of brigades in England, Wales and Northern Ireland who normally work on a rota which does not include weekend working, whenever any or all of the following: Christmas Day, 26th December or New Year's Day fall on a Saturday or Sunday, the bank holidays notified by the Government will be applied.*
 - (iii) *Notes (i) and (ii) apply in Scotland so far as Christmas Day and New Year's Day are concerned.*

2. Compensation for leave not taken

- (a) If, for any reason, a member, who is
 - (i) an officer of the rank of assistant divisional officer or station officer or fire control officer who is not employed on the flexible duty system, or
 - (ii) below the rank of station officer or fire control officer, is required to do duty on any of the aforesaid public holidays, which for this purpose shall be deemed as the 24 hours between the hours of midnight and midnight of the aforesaid public holiday, he or she shall be paid at the rate of double time for the number of hours of the shift which coincide with that period. In addition he or she shall be granted a day's leave in lieu.
- (b) If, for any reason, a member of the rank of assistant divisional officer or below or group fire control officer or below who is employed on the flexible duty system is required to do duty on any of the aforesaid public holidays, he or she shall be granted one and a half day's leave in lieu.

- (c) If, for any reason, a member of the rank of divisional officer grade III or above, or principal fire control officer or above, is required to do duty on any of the aforesaid public holidays, he or she shall be granted one day's leave in lieu.
- (d) A member whose off duty day coincides with any of the specified public holidays or who is on annual leave on any of those days shall be granted a day's leave in lieu.
- (e) Where a member is on sick leave on any of the specified public holidays, he or she shall be deemed to be on public holiday leave and shall not be granted a day's leave in lieu later.
- (f) The days in lieu referred to in sub-paragraphs (a), (b) and (c) shall be granted within 12 months after the public holiday, due regard being paid so far as possible to the wishes of the member. For this purpose, a day's leave in lieu means one shift off duty for each shift worked.
- (g) Leave in lieu of public holiday leave may be taken by local agreement in blocks of two or more consecutive shifts. Such leave may also be taken immediately before or following summer or winter annual leave, subject to local circumstances and agreement.
- (h) Any payment received by a member for attending a duty on a public holiday shall be non-pensionable.
- (i) In cases of retirement on ill health grounds, payments in lieu of public holiday leave not taken shall be made in accordance with the following conditions:
 - (i) consideration shall be limited to leave accrued during the twelve months before the start of the period of sick leave which ended in retirement.
 - (ii) any leave actually taken from the leave accrued shall be discounted in considering the amount of pay in lieu.
 - (j) Upon the death of a member who is owed leave in lieu of a public holiday, an equivalent amount of money shall be paid into his or her estate.

C. LONG SERVICE LEAVE

1. A member who at 1st January in any year has completed not less than five years' continuous service as a whole time member of a fire brigade maintained under the provision of the Fire Services Act 1947-1959, shall be granted in respect of that year three days' long service leave, additional to his or her annual leave, to be taken on days on which the member would otherwise be on duty.
2. Officers not employed on the flexible duty system and ranks below may take this leave, by local arrangement, in blocks of two or more consecutive shifts and may also be taken immediately before or following summer or winter annual leave, subject to local circumstances and agreement.
3. Officers on the flexible system of duty may take leave "en bloc" provided that no such leave exceeds more than three consecutive duty shifts of absence.
4. In the leave year in which the member completes five years' service, he or she shall be granted a day's long service leave in respect of each complete period of four months or part thereof between the date of completion of five years' service and 31st December that year.
5. In determining leave entitlement for members leaving the service who are entitled to additional leave under this paragraph, one day shall be granted for each completed period of four months or part thereof in the year of termination of service commencing on 1st January.
6. For the purpose of this paragraph continuity of service as a whole time member of a fire brigade shall not be regarded as interrupted where there has been a break in service which does not exceed six weeks.

D. SPECIAL LEAVE

1. Additional leave beyond the specific provisions elsewhere in these conditions of service may be granted in special circumstances at the discretion of the employing authority subject to any statutory requirements. Any such leave may be with or without pay, again subject to any statutory requirements.

2. Leave for meetings of Whitley or public bodies

Fire authorities shall grant in appropriate cases paid leave of absence to members of brigades to (i) attend meetings concerned with Whitley Council bodies on which they are representatives, (ii) undertake duties consequent upon membership of public bodies.

Note: *The National Council has agreed that the bodies deemed to fall within the above provision shall be:*

- (i) *Whitley Councils*
The National Joint Council for Local Authorities' Fire Brigades, its Committees and such other bodies (including sub-committees thereof) set up by the Council,
- (ii) *Public bodies*
Local Authorities
Justices of the Peace
Central Fire Brigades Advisory Council and its sub-committees
Board of the Fire Services College
Fire Services Examinations Board
National Executive Committee of the Fire Services National Benevolent Fund
British Standards Institution
Regional Health Authorities and Management Committees and such other authorities, committees, tribunals, panels and similar bodies having statutory duties;
and that the number of days paid leave granted for meetings of public bodies should be subject to such a limit as accords with the practice of the authority in relation to other employees.

3. Leave for attendance at court

- (1) Where a member has a legal requirement under subpoena to attend court as a witness in circumstances other than those arising out of his or her fire service duty he or she shall be granted leave of absence for such attendance. Leave for this purpose shall be regarded as leave with full pay.
- (2) A member required to attend for jury service shall claim the loss of earnings to which he or she is entitled under the Jurors' Allowances Regulations currently in force. The fire authority shall then deduct from the member's full pay an amount equal to the allowance received. For the purpose of calculating "average pensionable pay" under the Firefighter's Pension Scheme the fire authority shall assume that such a deduction had not taken place.

Note: *The National Council has considered the question of jury service by members of brigades and is of the opinion that it is desirable that members should be exempt from night duty when they are liable to service as jurors on the following day. It is recognised that from time to time difficulties may arise in this regard because of local circumstances, and the Council hopes that the practice-recommended will be followed whenever possible. The Joint Secretaries are authorised to act on its behalf if the good offices of the Council should be sought in this connection.*

4. End of course leave

The following arrangements shall apply to end of course leave, without prejudice to existing arrangements regarding the grant of rota leave on return to brigade after such a course: After course leave may be granted to members attending courses at residential training schools on the following basis:

- (a) One day of end of course leave for each completed week for courses of one week or more, up to a maximum of four days.
- (b) Such leave to be taken in consecutive days commencing the day after the member returns from a course and to include any rota leave which may fall due during those days immediately following the member's return.
- (c) It is recommended that the authority should arrange where possible for travelling time to the course to be on a day which is a normal duty day. Where this is not possible and the member has to spend a substantial part of what would normally be a rota leave or off duty day in travelling an additional compensatory day may be granted.
- (d) A member proceeding to a course shall not be required to attend for duty during the shift period immediately prior to the requirement to travel or, if this is not possible, appropriate compensatory time off shall be given.

Note: *Where a member attends a course at a residential training school which is organised on a phased basis with breaks of approximately one week between the separate phases the purpose of these breaks is to enable students to maintain levels of achievement and to undertake revision. Accordingly, they are to be treated as part of the course and there should be no requirement upon the member either to return to duty or to take the break as part of his or her annual leave entitlement or leave in lieu of public holiday leave.*

SECTION IV - SICK LEAVE

1. Entitlement

- (1) A member of a brigade on authorised sick leave shall be entitled to full pay for six months in any one year period. Thereafter the fire authority may reduce pay to whatever level they consider appropriate in the circumstances subject to a maximum reduction to half pay for the first six months.
- (2) A member of a brigade on authorised sick leave as a result of an illness or injury arising out of authorised duty shall be entitled to full pay for one year. Thereafter the fire authority may reduce pay to whatever level they consider appropriate in the circumstances subject to a maximum reduction to half pay for the first six months.
- (3) The period during which sick pay shall be paid and the rate of sick pay in respect of any period of absence shall be calculated by deducting from the member's entitlement on the first day the aggregate of periods of paid absence during the twelve months immediately preceding the first day of absence.
- (4) Absence in respect of normal sickness shall be recorded separately from absence in respect of illness or injury arising out of authorised duty. Periods of absence in respect of normal sickness shall not be set off against absence in respect of illness or injury arising out of authorised duty for the purpose of calculating any entitlement under paragraph 1 (2). Periods of absence in respect of illness or injury arising out of authorised duty may be set off against absence in respect of normal sickness for the purpose of calculating any entitlement under paragraph 1(1).

2. Calculation of and deductions from sick pay

- (1) Where a whole time member is on authorised sick leave the expression "full pay" shall mean an amount which, when added to Statutory Sick Pay and Incapacity Benefit receivable, is equivalent to the contractual earnings that would be paid during a period of normal working including, where appropriate, the retaining fee and up to four drill attendance fees in a calendar year under Section VI paragraph 11.
- (2) Where a retained member is on authorised sick leave, other than as a result of an illness or injury arising out of authorised duty, the expression "full pay" shall mean the member's normal retaining fee and up to four drill attendance fees in a calendar year (where drill nights are missed as a result of sickness).
- (3) Where a retained or volunteer member whose duties include a liability to engage in firefighting is on authorised sick leave as a result of an illness or injury arising out of authorised duty the expression "full pay" shall mean the member's normal retaining fee together with all the other fees the member could have received had he or she been fit for duty. Where the member can provide to the fire authority satisfactory evidence that, as a direct result of the illness or injury, he or she is suffering a financial loss in respect of his or her other normal occupation the expression "full pay" shall mean the amount of the actual loss (including the payments he or she would have received as a retained or volunteer member) subject to a maximum per annum of the maximum point of the current salary scale for a senior divisional officer.

Note: For the purpose of this sub-paragraph the phrase "authorised duty" shall include occasions on which a retained (or volunteer) member is responding directly and immediately to a fire call. It shall not include travelling to a fire station for any other purpose. Where the fire authority is satisfied that a retained (or volunteer) member has been injured as a result of returning directly to his or her home or place of work immediately following attendance responding to a fire call the authority may if it so wishes determine in a particular case that such a journey be treated as authorised duty. The question of whether such a journey might be considered to be authorised duty is a matter for the sole and unfettered discretion of the fire authority whose decision shall be final. Any decision, in a particular case, to regard such a journey as authorised duty shall only concern the question of calculating entitlement to sick pay. It shall not be regarded as determining whether the member was on duty for any other purpose.

- (4) In no circumstances shall sick pay be calculated in such a way that, when added to Statutory Sick Pay and Incapacity Benefit receivable, it exceeds normal pay. In calculating "half pay" any Statutory Sick Pay or Incapacity Benefit receivable shall be disregarded except where the resulting amount, when added to Statutory Sick Pay or Incapacity Benefit, exceeds normal pay.
- (5) Widows and married women exercising their right to be excepted from the payment of National Insurance Contributions shall be deemed to be insured in their own right for all National Insurance benefits.
- (6) A member shall declare to the fire authority any entitlement to benefit related to his or her sickness and any subsequent alteration in circumstances on which such benefit is based.

3. Notification and certification of sickness

Entitlement to sick pay shall be conditional on the member fulfilling the following obligations:

- (a) that notification is made immediately to the person identified for this purpose by the authority;
- (b) that further notification as to the nature and probable duration of the injury or illness is made as required by the authority;
- (c) that a doctor's statement is submitted to the authority not later than the eighth calendar day of absence;
- (d) that subsequent doctor's statements are submitted as necessary;
- (e) that, in cases where the doctor's statement covers a period exceeding fourteen days or where more than one statement is necessary, the member shall, before returning to work, submit to the authority a final statement as to fitness to resume duties;
- (f) that, on returning to work, the member signs a statement detailing the reasons for all absences up to and including seven days.

4. Reimbursement of cost of doctor's statements

- (1) Where, for the purpose of qualifying for sick pay, an authority requires a doctor's statement from a member the authority shall reimburse the cost of such a statement.
- (2) It is recognised that a retained member may have difficulty in complying with sub-paragraphs 3(c) and 3(d). Brigades are therefore encouraged to take a flexible approach by, for example, accepting a photocopy of any doctor's statement.

5. Sickness during annual and public holiday leave

- (1) A member who falls sick whilst on annual leave or who is absent on account of sickness when his or her annual leave falls due shall be regarded as being on sick leave provided such absence is covered by a doctor's statement. In this event the member may be permitted to take all or part of the outstanding leave at a later date, normally before the end of the current leave year or, in exceptional circumstances, not later than 31st March of the following year at the discretion of the fire authority.
- (2) Where a member is on sick leave on a public or extra statutory holiday he or she shall be deemed to be on public or extra statutory holiday leave and shall not be entitled to a day's leave in lieu later.

6. Medical examination

A member shall, when required, submit to an examination by a medical practitioner nominated by the fire authority subject to the appropriate provisions of the Access to Medical Reports Act 1988. Any costs associated with the examination shall be met by the fire authority.

7. Effect of neglect or default

- (1) If a member refuses to undergo any medical examination required by the fire authority or has, in the opinion of the fire authority acting on medical advice, caused or substantially aggravated any illness or injury by neglect or default, or refused or neglected fully to cooperate in any medical treatment which the fire authority considers necessary, he or she shall be entitled only to such paid sick leave as the fire authority may determine.

- (2) If, in the opinion of the fire authority acting on medical advice, the absence from duty is by reason of an illness or injury that is wholly attributable to the member holding any other office or employment for hire or gain, or carrying on a trade or business, or participation in sport as a profession he or she shall be entitled only to such paid sick leave as the fire authority may determine.

8. Independent medical referee

- (1) Where there is a divergence of opinion between the brigade medical adviser and a member's general practitioner (or other medical adviser) over the member's fitness for duty, or the question of whether an illness or injury has arisen out of authorised duty, the fire authority shall refer the matter to an independent medical referee drawn from those who sit on the boards that consider medical appeals under the Firefighter's Pension Scheme.
- (2) If the member's general practitioner (or other medical adviser) does not agree to the matter being referred to an independent referee the opinion of the brigade medical adviser shall prevail.
- (3) The referee's written opinion shall be binding on both parties. Where the referee supports the opinion of the member's general practitioner any costs shall be met by the fire authority; where the referee supports the opinion of the brigade medical adviser any costs shall be met by the member.
- (4) Where the fire authority decides to reduce a member's sick pay in the light of a decision by the brigade medical adviser but the matter is referred to an independent referee then, pending receipt of the referee's decision, the fire authority shall, should the member so request it, advance to the member a sum equivalent to his or her pay immediately before the decision to reduce was made subject to the member undertaking to refund such amount as the fire authority may determine should the independent referee's decision support the brigade medical adviser.

9. Continuation of sick leave pending medical appeal

- (1) Where a whole time member whose duties include a liability to engage in firefighting is dismissed on medical grounds and appeals against the dismissal under the terms of Rule H(2) Schedule 9 Part 1 of the Firefighter's Pension Scheme Order 1992 his or her period of notice shall be extended if necessary so that the result of the appeal is known before his or her service is terminated.
- (2) Where a retained member whose duties include a liability to engage in firefighting is dismissed on medical grounds he or she shall be granted similar right of appeal to an independent medical referee as that provided for whole time members under Rule H(2) Schedule Part 1 of the Firefighter's Pension Scheme Order 1992 and his or her period of notice shall be extended if necessary so that the result of the appeal is known before his or her service is terminated.

10. Third party damages

Where a member is absent as a result of an accident the fire authority shall advance to the member a sum in lieu of and equivalent to sick pay if damages may be receivable from a third party in respect of such accident. The member shall be requested to include in any claim for damages against a third party a sum equivalent to the said allowance and, where an element for loss of earnings is included in any reward, shall reimburse to the fire authority a sum representing the total amount of such allowance or the proportion thereof represented in the damages received.

11. Contact with infectious diseases

In the case of contact with infectious or other diseases the member should not stay away from duty if he or she feels well but should report the fact to the appropriate person in the authority. However, a member who is prevented from attending work because of contact with an infectious disease shall be entitled to full sick pay and the period of absence on this account shall not be reckoned against the member's entitlements under this section.

SECTION V - PAY OF WHOLE TIME MEMBERS

1. Rates of pay

- (1) The rates of pay of members of brigades below the rank of assistant chief officer shall be as set out in circulars issued by the National Joint Council from time to time.
- (2) Pay entitlement is determined by age and length of service from the date of appointment to the rank held, subject to the provisions of paragraph 4 below and by the duty system to which the member is conditioned.
- (3) Rates of pay are expressed in terms of annual amounts. The corresponding weekly amounts are to be determined by dividing the annual figures by fifty two and one sixth, fractions of one pence being ignored.

2. Increased pay for acting as an assistant

The rate of pay of a member of a brigade who is required, in addition to his or her ordinary duties, to act as an assistant to an officer of higher rank may be increased to such extent as the fire authority decide, subject to the approval of the National Joint Council.

3. Increased pay for additional responsibilities

The rate of pay of a member of a brigade whose ordinary duties involve responsibilities additional to those normally attaching to his or her rank may be increased to such extent as the fire authority decide subject to the approval of the National Joint Council provided that a member's rate of pay shall not be increased under this paragraph in respect of any period during which his or her rate of pay is increased under paragraph 2 above or he or she is in receipt of an allowance under paragraph 13 of Section VI.

4. Qualifying service for pay purposes

- (1) THE COUNTING OF DISCONTINUOUS SERVICE AND SERVICE IN TWO OR MORE BRIGADES
 - (a) After transfer from one brigade to another a member shall be entitled to count, for pay purposes, the service which he or she was entitled to count for the purposes of pay in his or her old brigade immediately before the date of transfer.
 - (b) A member who joins a brigade, otherwise than by way of transfer, after having retired from the same or another brigade, may count for pay purposes, if the fire authority think fit, the service which he or she was entitled to count for such purposes in his or her old brigade immediately before he or she retired.
 - (c) A member who joins a brigade in the rank of firefighter or fire control operator after a break in service for child care responsibilities, having previously achieved qualified status in that rank, shall, subject to the satisfactory completion of a probationary period not exceeding twelve months during which the member has demonstrated that he or she meets the qualified standard, be placed on the qualified rate of pay for that rank. The probationary period may be extended where the member has not demonstrated that he or she meets the qualified standard.
 - (d) In this sub-paragraph a reference to the transfer of a member from one brigade to another is a reference to his or her leaving one brigade for the purpose of joining another provided that:
 - (i) in the case of a transfer occurring before the 17th October 1960, and in the case of a transfer occurring on or after that date, of a member who has completed less than two years' service as a regular firefighter within the meaning of the Firefighter's Pension Scheme at the time of the transfer, his or her leaving the first-mentioned brigade is with the written consent of the fire authority maintaining that brigade;
 - (ii) in the case of any other transfer, the member, before so transferring, gives written notice of his or her intention to transfer to the fire authority maintaining the brigade which he or she leaves.

The written consent of the fire authority to a member who has completed less than two years' service leaving that authority's brigade for the purpose of joining another brigade may be given after the member has left, but only if he or she has applied for such consent while still a member of the first mentioned brigade.

- (2) THE COUNTING OF SERVICE IN THE ARMED FORCES
- (a) A person who was a member of a brigade immediately before undertaking the service in the armed forces of the Crown mentioned in (b) below, and who within one month of the end of such service resumes service in his or her brigade or joins another brigade, shall be entitled, on resuming service or on joining the brigade, to reckon for the purposes of pay the service he or she was so entitled to reckon immediately before undertaking service in the armed forces of the Crown together with his or her service in those forces.
- (b) The service in the armed forces of the Crown referred to in (a) above in that specified in the First Schedule to the Reserve and Auxiliary Forces (Protection of Civil Interests) Act, 1951, other than that specified in sub-paragraph (b) of paragraph 5 thereof.
- (3) THE COUNTING OF TEMPORARY EMPLOYMENT ON DUTIES CONNECTED WITH THE PROVISION OF FIRE SERVICES
- (a) A person who was a member of a brigade immediately before entering the temporary employment, on duties connected with the provision of fire services, mentioned in (b) below, and who within one month of leaving such employment resumes service in his or her brigade or joins another brigade, shall be entitled, on resuming service or on joining the brigade, to reckon for the purposes of pay the service he or she was so entitled to reckon immediately before entering the said temporary employment together with his or her service in that employment.
- (b) The temporary employment on duties connected with the provision of fire services referred to in (a) above is employment:
- (i) as an instructor at a training institution or centre established by the Secretary of State under Section 23 of the Fire Services Act 1947;
- (ii) as an inspector, assistant inspector or other officer appointed under Section 24 of the Fire Services Act 1947;
- (iii) entered upon under arrangements made by the Secretary of State in connection with the training in firefighting of members of the armed forces of the Crown; or
- (iv) entered upon under arrangements made by the Secretary of State in connection with the training and organisation of firefighting forces in a colony, protectorate, protected state or trust territory.
- (4) GENERAL PROVISIONS FOR THE COUNTING OF SERVICE FOR PAY PURPOSES
- (a) A member of a brigade who at the end of a period of promotion reverts to the rank which he or she held immediately before that period shall, for the purpose of assessing his or her pay entitlement, be deemed, subject to (b) below, to have held during that period the rank to which he or she so reverts.
- (b) Notwithstanding the provisions of (a) above, a member of a brigade who has been or is promoted shall, for the purpose of reckoning his or her service in the rank to which he or she is promoted, be entitled to reckon any previous period or periods of temporary promotion in that rank in the same brigade.
- (c) A member of a brigade who reverts to a lower rank for any reason shall be entitled to count as qualifying service for increments in the scale of pay for the rank to which he or she has been reduced the service in that brigade undertaken in that rank or any higher rank held prior to the reduction.
- (d) A member of a brigade who has transferred voluntarily to another brigade, in a rank lower than the rank formerly held, will be able to reckon for pay purposes service in that higher rank on any subsequent promotion thereto, provided that the voluntary transfer did not follow disciplinary action in which the punishment awarded was a reduction in rank.

- (e) In assessing the pay entitlement of a member of the brigade no account shall be taken of any period of unpaid leave unless the fire authority otherwise determine.
- (f) In assessing the pay entitlement of a member of a brigade in the rank of firefighter or fire control operator the following shall be disregarded:
 - (i) service rendered by a firefighter before attaining the age of eighteen years;
 - (ii) service rendered by a fire control operator before attaining the age of eighteen years, except in the case of a fire control operator who attained that age before 8th October 1951.
- (g) In assessing the pay entitlement of a whole time member on appointment in the rank of firefighter account shall be taken of service as a part time retained member on the basis of three years' part time service counting as one whole time year's service, subject to a maximum award of two increments.

Note: *This provides for entry above the minimum of the scale to be related to service and progression up the scale should therefore be in accordance with normal practice (three completed years of retained service counting as one whole time year). It is not to be applied in addition to the existing provisions for accelerated entry to the scale related to age.*

5. Accelerated entry to the scales for firefighter and fire control operator

- (a) A member of a brigade, who, on appointment as a firefighter or fire control operator, has attained 22 years of age or over, shall enter the appropriate scale at the second point and shall proceed to the third point of the scale after completion of one year's satisfactory service. In no case of entry to the higher point, however, shall a firefighter or fire control operator proceed to the fourth point of the scale before he or she has completed three years' service in the rank.
- (b) The National Council is prepared to assist in the case of exceptional problems of recruitment and retention by the use of higher entry points than those referred to in subparagraph (a) above; an application will require to be made to and approved by the National Council. The initiative in considering an approach of this kind and a decision to apply to the National Council for approval are matters within the exclusive discretion of the fire authority subject to the normal courtesy of consultation with the representatives of the members of the brigade. The general principle in considering such applications is that approval will be limited to those circumstances in which it is considered that the exceptional problems involved in the recruitment and wastage position will be materially eased by departure from the normal incremental scale.

6. Minimum promotion increment

On promotion to the next higher grade all members of the rank of station officer and above who are in receipt of the maximum salary appropriate to their rank at the time of promotion shall receive either an increase in salary of £120 or move to the first point of their new scale, whichever is the greater. After completion of one year in the new rank, each officer shall move to the second point of his or her appropriate salary scale

7. Long service payment

The salaries payable to whole-time members who have completed 15 years' continuous service in the fire service (operational and control service should be aggregated in calculating entitlement) shall be as set out in circulars issued by the National Joint Council from time to time.

8. Flexible duty supplement

An officer conditioned to the flexible duty system in accordance with paragraph 3(1)(b) of Section II of the Scheme is to be paid, in addition to the basic pay under Appendix I of the Scheme to which he or she is entitled by rank and service, a pensionable supplement of 20% of his or her basic pay. Safeguarding arrangements for officers in post on 31st December 1984 who at that date were conditioned to the former residential duty system are set out in paragraph 2 of Section VI.

SECTION VI - EMOLUMENTS AND ALLOWANCES FOR WHOLE TIME MEMBERS

1. All the allowances and emoluments prescribed in the following paragraphs of this Section are non-pensionable.
2. **Safeguarding for officers on former residential duty system on 31st December 1984**
 - (1) For an officer who, on 31st December 1984 was conditioned to the former residential duty system an excess sum may also be payable on a personal basis in addition to the supplement of 20% of basic pay (see paragraph 8 of Section V). The excess at any time is the amount, if any, by which the officer's residential emoluments on 31st December 1984 exceed 20% of his or her basic pay. No excess sum will be payable to an officer promoted on or after 1st January 1985.
 - (2) An officer who, on 31st December 1984 was conditioned to the former residential duty system and who was provided by the fire authority with free residential accommodation shall, if he or she is required from 1st January 1985 to pay the fire authority a rental for that accommodation, not be required to pay a rental in excess of 20% of his or her basic pay less the value of any free fuel and light that may have been provided by the fire authority at 31st December 1984.
3. **Accommodation, rent, fuel and light allowances**
 - (1) Subject to the provisions of this paragraph, a fire authority may provide residential accommodation for members of the brigade below the rank of assistant chief fire officer on such terms as to payment as may be determined in the circumstances of each case by the fire authority and where accommodation is provided may provide free fuel and light*.

** Where a rental charge is levied by a fire authority, a suitable independent avenue of appeal shall also be available dependent upon the type of tenancy involved.*
 - (2) A member of a rank below that of station officer who, in accordance with sub-paragraph (2)(b) of paragraph 1 of Section II voluntarily undertakes obligations similar to those of retained members may be paid a rent allowance, or an allowance in respect of fuel and light, or an allowance in respect of both rent and fuel and light, of such amount as may be determined by the fire authority.

Note:

 - (i) *Any complaint made to the fire authority that the accommodation provided for an officer on the flexible duty system is unsatisfactory should be reviewed by the authority with the object of removing where possible reasonable grounds for dissatisfaction.*
 - (ii) *An officer on the flexible duty system who is within early reach of retirement should be given, if he or she so requests, an opportunity of obtaining his or her own accommodation. Where the opportunity is so taken, the cost of installing the telephone will be borne by the authority.*
 - (iii) *Where an officer who is conditioned to a flexible system of duty, elects to purchase for the first time his or her own accommodation, the cost of installing the telephone will be borne by the fire authority.*
4. **Accommodation, allowances and travelling associated with attendance at training centres**
 - (1) A member of a brigade required to attend a central training institution or a local training centre as a student shall, or a member who is appointed as an instructor to a local training centre may, be provided by the fire authority with free meals and accommodation.
 - (2) A member who attends a residential training course (other than a recruit or a junior firefighter course) as a student at a local training centre or at any of the central training establishments shall be entitled to:
 - (i) An allowance per night or per week to cover necessary out of pocket expenses in accordance with the provisions set out in circulars issued by the National Joint Council from time to time;
 - (ii) Reimbursement of the amount of any club or mess subscriptions payable by him or her at the establishment during his or her attendance there;

- (iii) Travel at the fire authority's expense to and from the training establishment at the commencement and end of the course *plus* return travel to and from home each weekend during the course.
- (3) The entitlement under sub-paragraph (2)(iii) above shall be according to the following:
 - (i) Members travelling by rail to and from a residential training course shall be reimbursed the cost of the cheapest fare applicable to the time of travel.
 - (ii) Members travelling by private vehicle shall be reimbursed whichever is the cheaper of (a) the cost of standard class rail travel and (b) the cost of mileage undertaken in travelling to and from the residential course in a private vehicle calculated at the mileage rate set out in circulars issued by the National Joint Council from time to time. Members of the same brigade travelling to the same training centre shall, when more than one of them is travelling by car, be required to share cars, for which arrangement the driver will be entitled to an additional mileage rate per passenger per mile set out in circulars issued by the National Joint Council from time to time.
 - (iii) Subject to the most direct and economical route being used, air travel expenses which are reasonably and necessarily incurred by members of brigades in Scotland and Northern Ireland when attending residential training courses.
 - (iv) In order that the member should not be put to additional expense on his or her own account by his or her attendance at a residential training course he or she may claim the cost of his or her fare or estimated mileage in advance.
- (4) A member in attendance at a residential training course on a day which, in his or her brigade, is treated as an extra-statutory public holiday under Section NIB paragraph 1, shall be treated as if he or she were on duty in his or her brigade. Where the member is entitled to an enhanced rate of pay, as well as time off in lieu, he or she shall be deemed to have performed eight hours duty on the day in question for these purposes.
- (5) A member travelling to or from a residential training course on a day which, in his or her brigade, is treated as an extra-statutory public holiday under Section III B paragraph 1, if he or she is entitled to an enhanced rate of pay, shall be paid at double his or her normal hourly rate for the duration of his or her journey. If the journey time is of four hours or more, the fire authority shall have the discretion to grant appropriate time off in lieu.

Note: *A member required to attend a training centre other than in his or her own brigade area shall, for the duration of journeys to or from that training centre, be regarded as acting in the execution of duty.*

5. Meals and refreshments

- (1) Where by virtue of attendance at an incident a meal is spoiled, appropriate compensation should be paid. Local schemes providing for compensation on such occasions should be adopted.
- (2) A member may be provided while on duty at a fire or other occurrence with such meals or refreshments as are necessary in the interest of efficiency.

6. Allowance for travelling expenses

- (1) A member of a brigade who is required to undertake a journey on official business and who is thereby put to extra expense shall be reimbursed the additional expense reasonably and necessarily incurred in such travel subject to the most direct and economical route being used.
- (2) A member who has been appointed or transferred to a station which is so situated that the expenses he or she necessarily incurs in travelling between the station and his or her home are in the opinion of the fire authority unduly heavy, may be reimbursed so much of the expenses actually incurred as the fire authority think fit. The discretion to pay travelling expenses, other than additional expenses arising from a transfer of station, is to be exercised only to meet very exceptional circumstances, eg local recruitment or housing difficulties, and there is to be no departure from the general principle that employees pay their own travelling expenses between home and place of employment.

7. Subsistence allowance

- (1) A member of a brigade who is absent on duty from his or her home and his or her usual place of duty and necessarily incurs additional expense in obtaining food or lodgings or both may be paid subsistence allowance at the rates set out in circulars issued by the National Joint Council from time to time.

To qualify for an allowance the following conditions must be satisfied:

Breakfast allowance - it is necessary to leave home before 7.00am.

Lunch allowance - absence from the usual place of duty must last for a period of four hours or more, including the lunch hour.

Tea allowance - absence from the usual place of duty must last for a minimum period of 2 1/2* hours up to and including 6.30pm.

Evening meal allowance - absence from the usual place of duty must last for a minimum period of 2 1/2 hours up to and including 8.30pm.

General - tea and evening meal allowances are not both to be paid in respect of the same evening.

Members who are required to make overnight stays in the performance of their official duties will be reimbursed approved expenses.

- (2) Where the additional expenditure in obtaining a meal is incurred at a station to which a member is posted for stand-by duties and at which there are messing facilities, only the additional expenditure incurred shall be reimbursed.
- (3) Where expenditure is incurred in obtaining a meal at an establishment provided by the fire authority, other than in the circumstances set out in (2) above, reimbursement shall be limited to the actual cost of the meal.
- (4) In cases of absence through attendance at conferences and courses in excess of four days where board and lodging are not provided out of public funds, reimbursement will be made on the basis of out of pocket expenses incurred. The amount to be reimbursed will be determined by the fire authority, having regard to the relevant circumstances affecting the duty on which he or she was absent.
- (5) A member who is travelling by rail and necessarily takes a meal in a restaurant car shall be reimbursed the actual cost of the standard meal as stated on the menu card.
- (6) If a member is provided with free board or free lodging or both the fire authority may reduce or discontinue the subsistence allowance.
- (7) A member shall have no entitlement to subsistence allowance in respect of an absence from his or her usual place of duty for the purpose of attendance at a fire or other occurrence or at an exercise.

8. Removal and lodging allowances

- (1) Where a member necessarily moves his or her home as a consequence of an order by the fire authority (regardless of whether his or her place of duty is changed) and thus has to:

sell his or her residence and purchase another; or

purchase his or her own accommodation, having moved from provided accommodation; or

sell his or her own residence and move into provided accommodation; or

move from rented accommodation to different rented accommodation;

he or she shall receive the following as appropriate from the fire authority, subject to the authority being satisfied that the expenditure referred to has been necessarily and actually incurred:

- (i) The cost of removal of furniture and effects from his or her old home to the new, including insurance of goods in transit; reimbursement to be equal to the amount of the lowest of three competitive tenders (provided that the member can engage the contractor of his or her choice if he or she pays the difference in cost between this and the lowest tender),
- (ii) Travelling expenses and subsistence allowances for the member and his or her immediate dependants from his or her old home to the new at public transport rates (standard fare if rail) or the mileage rate set out in circulars issued by the National Joint Council from time to time if the whole family travels by car, whichever is actually incurred.

- (iii) Any necessary cost of storage of furniture and effects for a period not exceeding 12 months, where a move cannot be made immediately; reimbursement to be equal to the amount of the lowest of three competitive tenders (provided that the member can engage contractors of his or her choice if he or she pays the difference in cost between this and the lowest tender).
 - (iv) The legal, mortgage, house agents and survey fees involved by the sale and/or purchase and for one unsuccessful bona fide attempt to sell and/or purchase. These fees may be reimbursed for any subsequent unsuccessful bonafide attempt to sell and/or purchase, at the discretion of the fire authority.
 - (v) Where house agents or auctioneers are not engaged, reimbursement of the actual advertising costs incurred up to the maximum set out in circulars issued by the National Joint Council from time to time.
 - (vi) Where a tenancy is involved, reimbursement of the actual cost involved up to the maximum set out in circulars issued by the National Joint Council from time to time.
 - (vii) A disturbance/settling in allowance related to the particular circumstances of the case and the expenditure necessarily and actually incurred of an amount not exceeding the sum set out in circulars issued by the National Joint Council from time to time (such expenditure may include, for example: alteration or replacement of curtains, fixtures and fittings; relaying of floor covering; conversion and installation of electrical appliances; losses incurred on school fees or uniforms, travel season tickets etc).
 - (viii) Two days' paid leave to members moving their home.
 - (ix) Where the member is unable to move into the new accommodation by the date on which the order of the fire authority takes effect and he or she therefore has to find temporary accommodation, he or she shall be reimbursed the actual cost incurred on board and lodging to the maximum set out in circulars issued by the National Joint Council from time to time. The period of payment shall be for 13 weeks or until the member moves into the permanent accommodation, whichever is the sooner. The period of 13 weeks may be extended in exceptional circumstances.
- (2) The provisions at paragraph (1) above may be applied as appropriate to a member who necessarily moves his or her home in consequence of his or her appointment by a fire authority where the appointment is consequent on an invitation to the member to join that brigade and for which purpose the member has resigned from another brigade.
 - (3) The provisions at paragraph (1) above shall not apply in cases of voluntary transfer from one brigade to another.
 - (4) Where a member who has been required to live in provided accommodation vacates it on retirement (or when taking advantage of the opportunity to move into his or her own accommodation when within early reach of his or her retirement) he or she shall be entitled to the benefit of the provisions at paragraph 1(i) to (ix) above, subject to the fire authority being satisfied that the expenditure referred to has been necessarily and actually incurred.
 - (5) There is no requirement for an officer on the flexible duty system to have his or her home at a set location. However, he or she will be informed by the fire authority of the area in which he or she is required to perform his or her standby/call out duty and it will be for the officer, if his or her home is not within that area, to make arrangements to be within the area during such duty. If the officer moves into the area of his or her standby/call out duty he or she will be entitled to the benefit of the provisions at paragraph 1(i) to (ix) above in respect of one move, subject to the fire authority being satisfied that the expenditure referred to has been necessarily and actually incurred.
 - (6) Exceptional cases may arise where a member has to move from an area where house prices are comparatively low to an area where these are much higher, or where house selling prices in his or her old area are unduly deflated and house purchase prices in his or her new area are unduly inflated. In these circumstances it is reasonable for the fire authority to examine these cases on their merits and to have discretion to deal with them.

- (7) Fire authorities shall set up a local appeals procedure for dealing with cases where a member
- (i) is dissatisfied with the authority's decision as to whether it is necessary for him/her to move his or her home; or
 - (ii) is dissatisfied with any decision of the authority in relation to the application of the provisions of this paragraph.
- If the member remains aggrieved he or she shall have the right of appeal to the National Council.
- (8) The National Joint Council calls upon fire authorities to do everything in their power to facilitate where appropriate house purchase arrangements by the provision, wherever practicable, of mortgage facilities, bridging loans, etc.
- (9) Fire authorities are requested to notify applicants for vacant posts about how they will apply the discretionary elements in this paragraph.

9. Uniform allowance

A member of a brigade above the rank of sub-officer or senior fire control operator who is not supplied with uniform by the fire authority shall be paid in lieu of such uniform an allowance at a rate calculated to cover the cost of supplying and maintaining the necessary uniform.

10. Turn out and other fees for certain members

A member of a brigade of a rank below that of station officer:

- (a) who is engaged in operational duties, and
- (b) who has voluntarily accepted, in respect of periods which would not be periods of duty according to the duty system applicable in his or her case, obligations similar to those of a retained member of a brigade specified in Section VII, shall be paid by way of allowance, in respect of duty performed under those obligations, the emoluments described in paragraphs 4, 5, 7 and 16 of that Section and where the fire authority requests the attendance of a member at the station on drill sessions the allowance set out in paragraph 6. A retaining fee shall be paid in accordance with circulars issued by the National Joint Council from time to time.

11. Overtime

- (1) In this paragraph the expression "overtime duty" means duty performed by a member during a period when he or she should, according to the duty system applicable in his or her case, be off duty.
- (2) CASUAL OVERTIME
- (a) A member of a brigade below the rank of divisional officer III or group fire control officer (but excluding officers conditioned to the flexible duty system) who has been required to perform overtime duty in any one month shall, on application and subject to the exigencies of duty, be given at such time as he or she may reasonably desire before the end of the month next following, the equivalent compensatory time off enhanced by one-half. Where the time in lieu is in respect of casual overtime worked on a public holiday, time off shall be doubled. Where an officer conditioned to the flexible duty system is detained at an operational incident beyond his or her normal rostered duty arrangement and requests compensatory time off in lieu, the request shall not be unreasonably refused.
 - (b) Where a member does not apply for compensatory time off and in any case where the fire authority has not been able within the prescribed period to grant the off duty time, the member shall be paid in respect of such duty at the rates set out in circulars issued by the National Joint Council from time to time.

Note: *It is desirable that the compensation should be made in respect of the whole of the period either by way of time off in lieu or by payment but there may well be circumstances in which this is impracticable or where there is other satisfactory local practice and an alternative local arrangement may, therefore, be more appropriate.*

- (c)
 - (i) Each incident is to be treated separately for pay purposes,
 - (ii) In calculating payment or time off in lieu for each incident:

- (a) no payment shall be made for any period less than 15 minutes;
 - (b) a period of 15 minutes or more but less than one hour, shall be treated as one hour;
 - (c) where the period exceeds one hour, any fraction of an hour shall be treated as one hour.
- (iii) the rate of payment shall be at the casual overtime rate set out in circulars issued by the National Joint Council from time to time. Where the payment or time in lieu is in respect of casual overtime worked on a public holiday the rate shall be twice the appropriate basic hourly rate. This shall be in full recompense.

(3) PRE-ARRANGED OVERTIME

A member of a brigade who undertakes pre-arranged overtime duties shall be paid thereafter at the rates prescribed in circulars issued by the National Joint Council from time to time. Where the payment is in respect of overtime worked on a public holiday the rate shall be at twice the appropriate basic hourly rate. This shall be in full recompense.

Pre-arranged overtime may be introduced on the following basis:

- (a) Pre-arranged overtime shall be devoted to fire service duties (for instance, hydrant inspection and testing, routine fire prevention inspections and making good temporary manning deficiencies) and shall not be used to make up establishment deficiencies;
- (b) The basis of the scheme to operate in the brigade shall be subject to consultation between the fire authority and the accredited representatives of the members of the brigade;
- (c) The amount of pre-arranged overtime shall be kept to a reasonable limit, say 24 hours per month. This figure may be averaged over a period of six months.

Note: *It is to be understood that a fire authority is free to invite the services of individual firefighters to undertake pre-arranged duties once policy arrangements have been determined. It will not be necessary to make overtime compulsory, reliance being placed on voluntary acceptance of overtime obligations.*

12. Payment for recall to duty as a result of a serious incident

A member who is recalled to duty to assist with a serious incident in accordance with paragraph 5 of Section II shall receive payment at double the basic hourly rate prescribed for the rank in circulars issued by the National Joint Council subject to a minimum of three hours at double time payment. Officers in the rank of divisional officer III or principal fire control officer or above shall be paid at the maximum rate applicable to assistant divisional officers or group fire control officers. Where duty performed in excess of three hours is not an exact number of hours, any fraction of an hour shall be treated as one hour if it amounts to thirty minutes or more and shall be disregarded if it amounts to less than thirty minutes.

13. Allowance for performing the duties of a higher rank

- (1) A member of a brigade who is required to perform the duties of another member of the brigade of higher rank for a period or periods of one day or more shall be entitled to an allowance in respect of each such period, save where the member of a higher rank whose duties are performed is absent on rest days.
- (2) The allowance shall be paid in respect of working shifts only and for each working shift shall be an amount equal to one fifth of the difference between the member's current weekly rate of pay and the rate he or she would receive if he or she were promoted to the higher rank.
- (3) Where it is known in advance that a member is required to assume the full duties of a post of higher rank for a continuous period of four weeks or more he or she shall be temporarily promoted rather than paid an acting up allowance.
- (4) This paragraph shall not be applicable to a member who is appointed deputy chief officer.

Note: *Where a leading firefighter is placed in charge of a special appliance and that is the sole reason for him or her holding the rank, than in his or her absence a firefighter who fulfils this duty should be considered as acting leading firefighter.*

14. Mess manager's allowance

A member of a brigade who undertakes the duties of mess manager or deputy mess manager may be paid the weekly allowance set out in circulars issued by the National Joint Council from time to time

15. Compensatory grant

- (1) In any year commencing on 6th April and ending on the following 5th April, a member of a brigade who, during the preceding year, has paid income tax in respect of accommodation provided, or rent, fuel or light allowances paid, in conformity with paragraph 2 or paragraph 3 of this Section or any compensatory grant paid under this paragraph shall be paid a compensatory grant.
- (2) The amount of compensatory grant shall be equal to the amount by which the income tax in fact deducted during the preceding year, according to the tax tables prepared or prescribed by the Commissioners of Inland Revenue, from the said person's emoluments in respect of his or her service in the brigade is increased by virtue of the occupation by him or her of provided accommodation or the inclusion in such emoluments of a rent, fuel or light allowance and any compensatory grant paid to him or her.
- (3) The compensatory grant may be paid by such instalments throughout the year in which it is payable as the fire authority may determine except in the circumstances described in subparagraph (4) of this paragraph.
- (4) Where a member of a brigade leaves the brigade or dies whilst serving in the brigade he or she, or his or her personal representative, as the case may be, shall be paid the whole of the compensatory grant due to him or her during that year. In addition, he or she or his or her personal representative shall be paid a further sum which, after tax has been deducted, will be equal to the amount of income tax in fact deducted between the beginning of the year and the date on which he or she leaves the brigade or dies, according to the tax tables prescribed by the Commissioners of Inland Revenue, arising from the inclusion in the said member's emoluments in respect of his or her service in the brigade during that period of a rent, fuel or light allowance or any compensatory grant paid to him or her.

SECTION VII - PART TIME MEMBERS OF BRIGADES

1. Definitions

A "retained member" is a part time member of a brigade of any rank who undertakes the obligations set out in paragraph 2 in return for the emoluments specified in paragraphs 3, 4, 5, 6, 7 and 8 as appropriate.

A "volunteer member" is a part time member of a brigade of any rank who undertakes all or any of the obligations set out in paragraph 2 without the emoluments specified in paragraphs 3, 4, 5, 6, 7 and 8.

2. Obligations

- (1) A retained member shall have an obligation to attend:
 - (i) at the station to which he or she is attached for training and maintenance duties for an average of two hours each week (plus an additional hour per week on average at the discretion of the fire authority) or such less time as the officer in charge of the station, subject to any orders of the chief officer, considers necessary;
 - (ii) promptly at the said station in response to a call at any time;
 - (iii) at any fire or other occurrence or at any other station for reserve or standby duties in accordance with the orders he or she receives.
- (2) Provided that the obligations set out above may be limited either by pre-arrangement or with the sanction of any superior officer so as to provide that during specified periods the member is not required to be available.

3. Retaining fees

- (1) Subject to the satisfactory performance of the duties covered by his or her obligations a retained members shall be paid an annual retaining fee as set out in circulars issued by the National Joint Council from time to time.
- (2) If a retained member has enrolled on conditions requiring attendance only during limited periods, the retaining fee may be reduced by an amount not greater than 25%.
- (3) If a retained member with obligations under paragraph 2 above fails to attend at the station to which he or she is attached for weekly training and maintenance duties, the retaining fee may be reduced proportionately.

4. Turn out fees

- (1) If a retained member is on duty, whether in response to a call or otherwise, and an appliance leaves the station in consequence of a fire or other occurrence necessitating immediate attention, then if he or she is required as a member of the crew of that appliance to attend the fire or other occurrence or to stand by at another station he or she shall be entitled to a turn out fee as set out in circulars issued by the National Joint Council from time to time.

Note: *A second turn out fee shall be payable in circumstances where a retained member, before returning to the station to book off, is redirected to another incident which is entirely separate and unconnected with the first. This provision shall not apply in cases where an appliance is directed to another part of the fireground arising out of an extension of the same incident as might occur, for instance, in the case of heath and/or forest fires or floods.*

- (2) A member who is ordered as a relief to a fire or other occurrence which necessitates immediate attention will be entitled to a turn out fee, except where a break for a rest is arranged when the periods of duty will be aggregated for payment.
- (3) If an appliance leaves the station by pre-arrangement to attend an occurrence not necessitating immediate attention (other than in the course, and as part, of the weekly training periods referred to in paragraph 2(1)(i) above then a member of the crew of that appliance shall be paid a fee calculated on an hourly basis as set out in circulars issued by the National Joint Council from time to time.

- (4) For the purposes of this paragraph the expression "occurrence" includes a simulated occurrence for the purposes of training and an occurrence shall be deemed to be one necessitating immediate attention if it is one in which a call is sent out to members or would be so sent out if sufficient members were not already present.

5. Attendance fees

An attendance fee shall be paid to a retained member who accepts obligations and who attends at the station in response to a call within a time which the officer in charge considers reasonable and is not entitled to any fees payable under paragraph 4. No attendance fee shall be paid to a member already in attendance at the station for obligatory training and maintenance duties except when required to remain on duty after normal expiration of the drill period.

6. Drill attendance fees

A drill attendance fee shall be paid to a retained member who attends the station for training and maintenance duties in accordance with paragraph 2 above the scale set out in circulars issued by the National Joint Council from time to time, but subject to the exceptions that:

- (i) where a retained member is unable to report for a drill session by reason of sickness he or she shall be entitled to receive the appropriate fee subject to the production of a doctor's certificate or other appropriate certificate in respect of his or her condition and to a maximum entitlement in any one calendar year of four such payments. (See also Section IV, paragraph 2(2)).
- (ii) where a retained member does not report for a drill session by reason of annual holiday he or she shall be entitled to receive the appropriate fee subject to a maximum entitlement in any one calendar year of four such payments except that members with five years' service or more at the commencement of the year shall be entitled to a maximum of five such payments in any one calendar year.

7. Extra payments for remaining on duty

- (1) Where a retained member has become entitled to a turn out fee and remains on duty on that occasion for more than one hour from the time the fee first became payable, he or she shall be entitled to extra payments in respect of each hour's duty after the first.
- (2) Where a retained member has become entitled to an attendance fee and remains on duty on that occasion for more than one hour from the time the fee first became payable then he or she shall be entitled to extra payments in respect of each hour's duty after the first.
- (3) Extra payments for remaining on duty shall be at the appropriate hourly rate applicable to prearranged attendances (see circulars issued by the National Joint Council from time to time).

8. Payments for extra work

- (1) Where a retained member undertakes to perform fire brigade duties in addition to those covered by the obligations described in paragraph 2 he or she may be paid for each hour while engaged on such work at the hourly rate for his or her rank that is payable under paragraph 7(3).
- (2) When a fire call or other occurrence interrupts a period of extra work and a turn out fee becomes payable, then the periods of extra work both before and following the fire call or other occurrence shall be aggregated.

9. Volunteer firefighters- payment for authorised duty

When a volunteer firefighter is engaged on authorised duty, he or she shall be paid at the hourly rate applicable to retained firefighters for pre-arranged attendances (see circulars issued by the National Joint Council from time to time).

10. Reckoning of an hour

For the purposes of paragraphs 4(3), 8 and 9, or in reckoning an hour after the first hour for paragraph 7(1), or paragraph 7(2), a period of time less than a complete hour but which exceeds 15 minutes shall be reckoned as a complete hour.

11. Additional emoluments for performing the duties of a higher rank

- (1) A retained member of a brigade of the rank of leading firefighter or sub-officer who has been required to undertake the duties as officer in charge of a station, of a member in a higher rank for a continuous period of twenty eight days, or for an aggregate period of twenty eight days comprising periods each of which exceeds three days, shall be entitled (subject to the provisions of sub-paragraph (3) of this paragraph) to receive additional emoluments in respect of any subsequent period during which, while in the same rank, he or she undertakes such duties.
- (2) These additional emoluments shall be as follows:
- (a) There shall be added to the member's annual retaining fee a sum calculated in accordance with the formula
- $$\frac{f}{365} \times d$$
- in which "d" is the number of days in each subsequent periods on which the member has undertaken the duties, as officer in charge of a station, of a higher rank and T is one half of the difference between the annual retaining fee applicable to the member's rank and to that higher rank respectively.
- (b) Any turn out fee, attendance fee or hourly payment to which the member may become entitled in each subsequent period during which he or she is undertaking the duties as officer in charge of a station of a higher rank shall be of the same amount as would have been payable to a member in that higher rank.
- (3) Sub-paragraphs (1) and (2) shall apply only when the member has undertaken the duties of a member in a higher rank because of the absence of that member by reason of sickness or temporary posting to other duties.
- (4) Where a retained appliance turns out to a fire or other occurrence and the members of the crew are all of firefighter rank one member shall be designated in charge of the appliance and be paid an acting up allowance in respect of the turnout fee at paragraph 4 and extra payments for remaining on duty at paragraph 7(1) which shall be equal to the difference between the fees applicable to the ranks of firefighter and leading firefighter respectively.

Note: *Whenever circumstances arise in which a retained sub-officer or leading firefighter is required for a substantial period to undertake the duties of a member in a higher rank in the absence for any reason of that member, it is desirable that he or she shall receive temporary promotion. The provisions of paragraph 11 are intended to apply only to limited periods of such substitution.*

12. Compensation for remuneration lost

- (1) A fire authority may make special payments to a retained member of a brigade in compensation for remuneration lost where, by reason of the peculiar circumstances of the member's ordinary occupation, his or her retention on duty beyond a certain time involves a loss of remuneration disproportionate to the time during which he or she was retained on duty. Provided that where the amount a fire authority proposes to pay under this sub-paragraph is in excess of £10 the approval of the National Joint Council shall first be obtained.
- (2) A volunteer member shall be entitled to compensation for remuneration lost as a result of performing authorised duty. Compensation payable will be whichever is the less of the two following amounts:
- (a) the actual loss; or
- (b) the pay in respect of the period for which the loss is incurred at the rate of a whole time member of the same rank on appointment, subject to a deduction in respect of any amount paid under paragraph 9.

13. Lodgings, meals and refreshments

A retained or volunteer member while on duty at a fire or other occurrence may be provided with such lodgings, meals or refreshments as are necessary in the interests of efficiency, or paid a subsistence allowance, at the discretion of the fire authority, of an amount determined by reference to Section VI, paragraph 8.

14. Accommodation, allowances and travelling to training centres

- (1) A retained or volunteer member who is required to attend a central training establishment or a local training centre, as a student, or is appointed as an instructor to a local training centre shall have the provisions of Section VI paragraph 4 applied to him or her, as appropriate, for the duration of the course.
- (2) In addition a retained or volunteer member who is required to attend a central training establishment or a local training centre as a student shall receive, in respect of each week of attendance at the centre or establishment, an amount equal to the basic weekly rate of pay of a whole-time member holding the same rank and having the same service in the rank. Where, arising from his or her attendance at a training centre or establishment, a member suffers a loss of remuneration from his or her ordinary occupation in excess of the amount payable for his or her attendance at the centre calculated as above, he or she shall, in addition, be paid the amount of such excess, subject to the total payment not exceeding the maximum point of the station officers' current salary for the 42 hour week.

Note: *For the purpose of this paragraph the weekly rate shall be calculated by dividing the appropriate amount by 52 and one sixth. The daily rate payable in respect of attendance for part weeks shall be one fifth of the appropriate weekly rate.*

15. Long service bounty scheme**INTRODUCTION**

- (1) The long service bounty scheme is designed to recognise, reward and encourage continuous retained part time service by members whose main occupation is in another field. Long service bounties are not payable to whole-time members who undertake retained obligations.

GENERAL PROVISIONS

- (2) Long service bounties will be payable to retained members on completion of 10,15, 20, 25, 30 and 35 years of qualifying service respectively.
- (3) The bounty payable will be at the rate appropriate to the number of years' qualifying service and the rank held at the date of qualification.
- (4) The rates of bounty are set out in circulars issued by the National Joint Council from time to time and are applicable where the member has been in receipt of the full rate of retaining fee. Where a member has been receiving a reduced rate of retaining fee the bounty shall be reduced proportionately. The reduction shall be in the same proportion as the aggregate of annual retaining fees actually received during the five years preceding the date of qualification bears to the aggregate of the full rates of annual retaining fee over the same period.
- (5) Subject to a member having completed not less than 15 years' qualifying service, he or she shall be entitled to receive a proportion of the next bounty due to him or her if he or she leaves the service between "bounty points". The amount payable will be one fifth of the next bounty due (at the rate appropriate to his or her existing rank) for each completed year of service since the date on which he or she qualified for his or her previous bounty.
- (6) Where the member leaves the service as a result of disciplinary dismissal or dismissal due to unsatisfactory service payment of any proportion of bounty due under sub-paragraph 5 above shall be at the authority's discretion.
- (7) Any bounties outstanding, or proportion of bounty due under sub-paragraph 5 above shall be payable to a member's estate if he or she dies in service, ie sub-paragraph 5 is to be applied as if the member had retired on the date of his or her death.
- (8) Qualifying service shall be as follows:
 - (a) Part time retained service in the National Fire Service with the member in receipt of a retaining fee in accordance with the provisions made in National Fire Service Instructions No 7/1941 and No 20/1942 and General Fire Force Instruction No 24/1945.
 - (b) Part time retained service in a local authority fire brigade where the member was in receipt of a retaining fee in accordance with the conditions of service regulations and National Joint Council circulars since 1st April 1948.
 - (c) Service before the age of 18 shall not count.

- (d) Any previous fire service in respect of which a pension or gratuity has been paid or military service (or compulsory employment in lieu of military service) undertaken between periods of service as a retained member shall not count as qualifying service but the period of such service shall not be regarded as a disqualifying break in service subject to there being a break no longer than one month between such service and the return to retained service. This latter condition shall be waived where re-engagement with the brigade was delayed for reasons beyond the member's control, for example, where the brigade establishment was full.
- (e) Fire authorities shall have discretion to take account of broken service or service with another authority in calculating service for the purposes of the long service bounty scheme. To ensure some measure of uniformity of treatment in this respect the Joint Secretaries advise that previous service with the same or another authority shall be taken into account provided that if there has been a break in service the break does not exceed two years. It is recommended that when a member transfers from one authority to another without a break in service the authorities should agree to note the proportionate amount of the next bounty due to the member at the date of transfer and that the first authority should be responsible for that portion of the member's net bounty payment.

16. Call out on public and extra-statutory holidays

Where a retained member is called-out and attends the station in response to a call on a public or extra statutory holiday (between the hours of midnight and midnight), he or she shall receive double the appropriate fee under paragraph 4 or 5 of this Section. If a retained member becomes entitled to a payment under paragraph 7 of this section for remaining on duty during a public holiday, that too shall be at double the rate set out in circulars issued by the National Joint Council from time to time. The same principle shall apply to duty performed by a volunteer member who becomes entitled to a payment on a public holiday by virtue of paragraph 9 of this Section.

SECTION VIII - SUSPENSION

1. Powers of chief officer

The chief officer, if it appears to him or her that a member of the brigade has committed an offence against discipline or a criminal offence, may suspend him or her, and any member who is in legal custody* shall be deemed to have been so suspended. A member so suspended should be notified in writing by the chief officer as to which of the foregoing reasons led to his or her suspension.

* *"Legal custody" in relation to a member of a brigade shall mean that the member is:*

- (a) *under arrest without bail; or*
- (b) *remanded in custody pending or during the trial of any offence with which he or she has been charged; or*
- (c) *detained in pursuance of a sentence of a court in a prison or other institution to which the Prison Act 1952 applies, or is in custody (whether in prison or elsewhere) between conviction by a court and sentence.*

2. Effect on member

The period of any suspension and the rights to emoluments during that period of a member who is suspended shall be in accordance with the provisions of this Section.

3. Date of commencement

Where a member is suspended on the ground of absence from duty, the period of suspension shall, if the chief officer so directs, begin with the date which appears to him or her to be the date on which the absence commenced.

4. Period of suspension

- (a) The period of suspension of a member shall continue until either it is terminated by the chief officer or terminated by discharge from the brigade or until any disciplinary proceedings against the member of the brigade concerned have been concluded. Provided that where disciplinary proceedings have been contemplated but it has been decided that no such proceedings shall be taken, the chief officer shall forthwith terminate the suspension.
- (b) Where a member is found guilty of an offence against discipline the award in respect of the offence may contain a direction that the member shall be treated as having been suspended only for a specified part of the period of his or her suspension, and where a member is found guilty of a criminal offence the chief officer may give a similar direction.

5. Pay during suspension

A member of a brigade who has been suspended will receive full pay*, unless:

- (a) His or her suspension is on the ground of absence from duty, in which case he or she will receive such pay, if any, as may from time to time be directed by the chief officer;
- (b) His or her suspension is as a result of being detained in pursuance of a sentence of a court in a prison or other institution to which the Prison Act 1952 applies, or is in custody (whether in prison or elsewhere) between conviction by a court and sentence, when he or she shall receive no pay.

* *"Full pay" in relation to a retained member shall mean the retaining fee and the drill attendance fee(s) appropriate.*

6. Leave and suspension

No loss of accrued leave entitlement shall result as a consequence of suspension.

SECTION IX - MISCELLANEOUS

1. Appointments and promotions

Statutory regulations made under Section 18 of the Fire Services Act 1947, as amended by Section 6 of the Fire Services Act 1959, deal with qualifications for appointment to brigades or ranks therein and for promotion to such ranks and also the method of ascertaining any such qualifications.

2. Written particulars of employment

Section 1 of the Employment Rights Act 1996 provides for a written statement of particulars of the terms of employment to be given to a member by the fire authority not later than two months after the beginning of his or her period of employment.

3. Probationary period of service

The appointment of a member of a brigade shall be subject to the satisfactory completion of a term of probationary service, the length of which shall be within the discretion of the fire authority, but which shall not in any event be less than twelve months nor more than two years. If it appears that a member is not likely to satisfactorily complete his or her probationary period, then a written report should be made available to him or her. A copy may be made available for his or her accredited representative organisation if he or she so wishes. Management should then be prepared to discuss the matter with that organisation.*

* To *have acted fairly and reasonably the fire authority would have to show that:*

- (a) *The probationer's shortcomings had been discussed with him or her*
- (b) *An opportunity had been given to improve his or her performance and training offered where the probationer has a specific shortcoming*
- (c) *A warning had been given that failure to improve could lead to dismissal either before or at the end of the probationary period*
- (d) *Sufficient time between warning and decision to dismiss had been given to demonstrate an improvement.*

4. Discipline

Statutory Regulations made under Section 17 of the Fire Services Act 1947, as amended by Section 5 of the Fire Services Act 1959, make provision for the maintenance of discipline and the punishment of breaches thereof.

5. Retirement

- (1) Whole time members of brigades appointed on terms which include a liability to engage in firefighting shall be required to retire at the age of compulsory retirement prescribed in Article A13 of the Firefighter's Pension Scheme, irrespective of whether or not they are members of that Scheme. This is 55 years in respect of members in the rank of station officer or below and 60 years in the case of assistant divisional officer or higher ranks, unless, in special cases, the fire authority extends this under the terms of Article 13(3) where they are satisfied that such an extension would be in the interests of efficiency.
- (2) Part time members of brigades whose duties include a liability to engage in firefighting shall be required to retire at 55 years of age. The fire authority may approve an extension beyond age 55 years only in exceptional cases and for a period not exceeding six months. The fire authority shall ensure that permission is conveyed to a member in writing, together with any conditions which the fire authority deems appropriate.

6. Notice of termination of employment

Without prejudice to any more favourable arrangements which may exist in the brigade, a member of a brigade shall be subject to a minimum period of notice in respect of his or her employment and shall give a minimum period of notice of termination of his or her employment in accordance with the provisions of the Employment Rights Act 1996.

7. Appeals against dismissal

(1) The National Council, having considered the desirability of recommending to fire authorities a procedure for appeal against proposals to terminate the employment of members of brigades other than for breaches of discipline or on medical grounds, has adopted the following statement of general principle:

It would be reasonable and consistent with the practice generally followed by good employers for a local authority who intend to dismiss an employee on other than disciplinary grounds, to give advance notice to such employee of their intention and to allow him or her to make any representations to the local authority against their proposed action. It would be appropriate for such representations to be dealt with by a committee other than the committee responsible for the activities of the department in which the employee is employed. Nothing in this recommendation is to be taken as proposing a limitation on the statutory and common law rights of local authorities as employers.

Fire authorities should follow the procedure set out in sub-paragraph (2) below if circumstances should arise in which it was proposed to terminate the employment of a member of a brigade other than for a disciplinary offence or on medical grounds, except where these circumstances are concerned with a member's inability to satisfy the requirements of his or her probationary employment.

(2) The procedure recommended provides essentially for:

- (a) notice to the member of the proposal to dispense with his or her services;
- (b) an opportunity for him or her to submit representations against the proposals; and
- (c) if considered to be practicable arrangements whereby these representations are heard and a decision upon them is taken by members of the authority who have not participated in any prior consideration of the matter.

In regard to (b) it is further recommended, that the member shall be given not less than seven days in which to signify that he or she desires to make representations and that he or she shall be permitted, if he or she so desires, to do so through a representative of his or her accredited organisation. In order that he or she may receive all reasonable facilities to prepare his or her case, it will moreover be necessary that the notice to be given under (a) shall be in writing and shall state the reasons for the proposal to end the member's employment.

In regard to (c) it is suggested that each authority should appoint a standing panel of not less than three members to whom would be given responsibility for considering any representations submitted under this procedure and for taking a decision upon them either under delegated powers or by way of a recommendation to the authority for its formal approval. These members preferably would not then participate in the consideration of any proposal which might give rise to such representations, though it is recognised that their withdrawal may not be possible in the case of all authorities.

The procedure is intended to apply to all ranks of the service within the purview of the National Council.

8. Prohibition of outside employment

A whole time member of a brigade shall not hold any other office or employment for gain or reward or carry on any trade or business without the express permission of the fire authority which may be granted subject to any restrictions or conditions it thinks fit.

9. Medical examinations

(1) A member of a brigade who is on sick leave as provided for in Section IV may at any time be required by the fire authority to submit to a medical examination.

(2) Where the chief fire officer or his or her representative believes that the medical condition of a member of a brigade may impair him or her from carrying out the full responsibilities of his or her post, he or she may require such a member to submit to a medical examination.

- (3) If a member of a brigade refuses or neglects to submit himself or herself to any medical examination required under sub-paragraph (1) or (2) above, or if in the opinion of the fire authority acting as necessary on medical advice, a member of a brigade has:
- (a) caused or substantially aggravated any infirmity by neglect or default, or
 - (b) has refused or neglected fully to cooperate in any medical treatment which the fire authority consider necessary in his or her case,
- paragraph 11 (1), Section IX shall not apply in his or her case unless and until the fire authority otherwise determine, and, in the case of a member who is on sick leave, his or her rights to paid sick leave under Section IV shall forthwith cease unless and until the fire authority decide to restore them in whole or in part.
- (4) Once a member of a brigade has reached the age of 40 he or she will periodically be required to be examined under the established "over 40's medicals" procedure. In the event of such a member being found unfit for operational duties as a result of such an examination, the fire authority shall extend to him or her if he or she desires accordingly, the appropriate benefits of Section IV of the Scheme of Conditions of Service. During this period all possible remedial treatment might be tried, as well as, in the case of the member being found permanently unfit, any other assistance which might be possible and practicable, for example, in securing further employment, either within the brigade or the local authority, or outside, and in finding alternative accommodation if the member occupies service accommodation.

Note: *Fire authorities should refer to Home Office circulars 41/70 and 55/71 before initiating action under this sub-paragraph and in particular should have regard to paragraph 3(ii) of circular 55/71.*

10. Employment on tradesmen's work

A member of a brigade shall not be called on to perform tradesmen's work except in accordance with arrangements made after due consultation with the accredited representatives of the members of the brigade, and such arrangements should follow the principles set out hereunder:

- (a) A member is not to be engaged on craft work on the maintenance of vehicles or on building work;
- (b) A member may be required to undertake running repairs, maintenance and routine tasks to fire brigade vehicles and appliances;
- (c) A member is not to be employed on major building work or on major decoration projects or on outside painting (other than minor incidental tasks) but may be employed on minor building and decoration projects on a voluntary basis on such parts of brigade premises as recreation rooms, mess rooms, locker rooms, dormitories, rest rooms, etc, occupied by the members of the brigade.

Note: *The agreement embodied in this paragraph recognises that there is a sensible practice, of long standing, in the fire service by which skilled workers can apply themselves on occasion to their former trades as opportunities offer within the terms of the agreement. Difficulties can arise, however, if the practice is applied without a due sense of proportion. There are certain tasks which from their nature it is normal local authority practice to put out to contract or on which the direct works services of the authority may be employed. On the other hand there are a variety of necessary tasks which may be done without offending against trade practices. Thus a fire authority should not rely on the resources of skilled members of the brigade to do all the jobs calling for tradesmen's work nor, equally, should the accredited representatives of the members of the brigade be entirely negative towards requests for their cooperation. It is imperative, however, whenever such work is performed, that it must be undertaken voluntarily by the members concerned.*

On the matter of consultation the following procedure is recommended:

- (1) *A project coming within the scope of the agreement should first be discussed informally between the chief officer and representatives of the members of the brigade, so that there is a complete understanding of what is involved and an opportunity is given for the expression of views on either side.*

- (2) *In the event that objections are raised and are not disposed of, the matters should be referred to the fire authority so that the representatives of the members may be enabled to submit their views at that level.*
- (3) *The fire authority must be responsible for taking the decision whether to proceed with the project or not.*
- (4) *In the event that the members of the brigade are aggrieved by the fire authority's decision, the matter should be referred either jointly or at the request of either party to the National Council, for the assistance, in the first place of the Joint Secretaries and thereafter, if necessary, for a determination by the Disputes Committee. In such an event the work in question should not be put in hand or continued until the matter is resolved, subject to the understanding that once the procedure outlined has been initiated it shall be brought to a conclusion with all reasonable speed.*

11. Medical charges and expenditure

- (1) A fire authority shall reimburse a whole time member of a brigade, whose duties include a liability to engage in firefighting, and whose continuous service as such a member of a brigade commenced prior to 1st November 1994, any charges incurred by him or her under Section 77, 78 or 79 of the National Health Service Act 1977 (which Sections relate to charges for certain drugs, medicines and appliances and for dental treatment).
- (2) A fire authority may, to such extent as they think fit in the interests of the efficiency of the brigade, reimburse a whole time member whose duties include a liability to engage in firefighting any charges or expenditure incurred in his or her case in respect of which he or she is not entitled to be reimbursed under the preceding part of this paragraph, being charges or expenditure in respect of medical attendance and treatment, including hospital treatment, dental services, the provision of dental and optical appliances and special treatment.
- (3) A fire authority shall reimburse a whole time member of a brigade, whose duties include a liability to engage in firefighting and whose continuous service as such a member of a brigade commenced on or after 1st November 1994, or a whole time member whose duties do not include a liability to engage in firefighting, or a part time member of a brigade, any charges incurred by him or her under Section 77, 78 or 79 of the National Health Service Act 1977 where such charges arise directly from an illness or injury arising out of the execution of duty.

12. Indemnification against risk of assault

- (1) Employing authorities shall make payments in accordance with sub-paragraph (2) hereof to any employee or, in the event of death, jointly to the dependants of any employee whose contract of service incorporates this Scheme of Conditions of Service as amended from time to time, in the event of death or permanent disablement of the employee arising from a violent or criminal assault, including explosive devices suffered by the employee in the course, or as consequence, of his or her employment.
- (2) The amounts payable under sub-paragraph (1) are as follows:
 - (i) In the event of death within twelve months from the date of the assault and, in the opinion of the employing authority, by reason thereof, where the employee has left one or more dependants, the equivalent of five years' gross remuneration at the rate applying at the date of the assault or £35,000, whichever is the greater. Where the employee has left no dependants, the sum of £950 shall be payable to the estate.
 - (ii) In the event of permanent total or partial disablement as a result of the assault the percentage (specified in the scale set out which follows sub-paragraph (3)) of five times gross remuneration applying at the date of the assault or of £35,000, whichever is greater; provided that such payments shall, at the discretion of the employing authority, be reduced by the amount of any damages, or compensation recoverable in respect of the particular injuries.
 - (iii) The amount payable under this sub-paragraph shall be subject to abatement by reference to any gratuities payable under the Firefighter's Pension Scheme, other than the difference

between the gratuity payable with the widow's/widower's special pension and that payable with the widow's/widower's augmented pension.

Note: "Dependants" in this paragraph means (a) a spouse residing with the employee at the date of death or, if not residing, wholly or substantially supported by the employee; and/or (b) a person who was living with the deceased in the same household immediately prior to the date of death as the husband or wife of the deceased; and/or (c) a child of the employee who has not attained the age of 16 years at the time of the death of the employed parent or guardian, or who has not attained the age of 19 years and is following a course of full time education, or is regarded as an apprentice as construed in the Firefighter's Pension Scheme; and/or (d) where they are wholly or substantially supported by the employee, a parent, brother or sister, or a son or daughter of an age in excess of the limits referred to in (c) above.

- (3) This recommendation is not intended to prevent an employing authority from paying amounts exceeding those specified in sub-paragraph (2) if it is considered to be reasonable to do so or from providing also for circumstances other than assault if the authority is satisfied that such provisions can lawfully be made.

Scale of payments in the event of death or permanent disablement arising from assault

1. Death, total and irrecoverable loss of all sight in one or both eyes, total loss by physical severance or complete loss of use of one or both hands or feet at or above wrist or ankle, occurring within 12 months from the date of the assault: 100%
2. Permanent total and absolute disablement (other than as stated in Item 1) from engaging in or giving attention to any profession or occupation of any kind: 100%
3. Permanent partial disablement (not otherwise provided for above) the percentage of the capital sum set against the degree of disablement in the following table:
 - (a) Total loss of hearing in both ears 40%
 - (b) Total loss of hearing in one ear 10%
 - (c) Complete loss of use of hip or knee or ankle 20%
 - (d) Removal of the lower jaw by surgical operation 30%
 - (e) Fractured leg or foot with established non-union 25%
 - (f) Fractured kneecap with established non-union 20%
 - (g) Shortening of a leg by at least 3 centimetres 15%
 - (h) Loss by amputation or complete loss of:

	Right*	Left*
(i) one thumb	20%	17½%
(ii) one index finger	15%	12½%
(iii) any other finger	10%	7½%
(iv) one big toe	10%	10%
(v) any other toe	3%	3%
(i) Complete loss of use of shoulder or elbow	25%	20%
(j) Complete loss of use of wrist	20%	15%

* To be reversed if insured person is left handed

13. Compensation for death or serious injury on duty

- (1) In the event of death or serious injury leading in the fire authority's opinion to permanent incapacity, at the time of discharge and as a result of the accident, to carry on any occupation, and other than in circumstances covered by paragraph 12 above, a fire authority shall make payments in accordance with sub-paragraphs (2) to (4) below, provided that:
- (i) the injury leading to the death or disablement was caused by external and identifiable means; and independently of any other cause was the sole and direct cause of the death or disablement; and
 - (ii) the accident took place on duty, or while the member was on a journey necessary to enable him or her to report for duty or return home after duty.

- (2) The amounts payable under sub-paragraph (1) are, subject to any abatement in accordance with sub-paragraph (3), as follows:
- (i) In the event of death within twelve months from the date of the accident and, in the opinion of the fire authority, by reason thereof, where the employee has left one or more dependants, the equivalent of five years' pensionable pay of a qualified firefighter in the brigade concerned after four years' service, at the rate applying at the date of the accident shall be payable jointly to the employee's dependants. Where the employee has left no dependants the sum of £950 shall be payable to the estate.
 - (ii) In the event of injury which, in the opinion of the fire authority was caused by the accident and leads directly to the employee's permanent incapacity to carry on any occupation, the employee shall be paid the equivalent of five years' pensionable pay of a qualified firefighter in the brigade concerned after four years' service, at the rate applying at the date of the accident.
- (3) The amounts payable under sub-paragraph (2) are subject to abatement by reference to the following:
- (i) Any damages or other compensation received by the employee or his or her dependants, including any damages paid by the fire authority; and
 - (ii) Any gratuities payable under the Firefighters' Pension Scheme, other than the difference between the gratuity payable with the widow's/widower's *special* pension and that payable with the widow's/widower's *augmented* pension. Where the employee's serious and culpable negligence or misconduct contributed materially to the accident, the fire authority at their discretion may reduce the amounts payable under sub-paragraph (2) over and above any abatements in (i) and (ii) above.
- (4) Payment of compensation under the above arrangements to an employee or his or her dependants is conditional on the recipient(s) undertaking both to inform the fire authority of any compensation or damages subsequently received from other sources and to pay to the authority such sum as is necessary to meet the provision on abatement in sub-paragraph (3)(i) above.
- (5) "Dependants" in this paragraph means (a) a spouse residing with the employee at the date of death or, if not residing, wholly or substantially supported by the employee; and/or (b) a person who was living with the deceased in the same household immediately prior to the date of death as the husband or wife of the deceased; and/or (c) a child of the employee who has not attained the age of 16 years at the time of the death of the employed parent or guardian, or who has not attained the age of 19 years and is following a course of full time education, or is regarded as an apprentice as construed in the Firefighter's Pension Scheme; and/or (d) where they are wholly or substantially supported by the employee, a parent, brother or sister, or a son or daughter of an age in excess of the limits referred to in (c) above.
- (6) "Employee" in this paragraph means any employee whose contract of service incorporates this Scheme of Conditions of Service as amended from time to time, and any volunteer firefighter engaged on authorised duty as laid down in paragraph 9 of Section VII of this Scheme.
- (7) Payment of compensation under the provisions of this paragraph does not constitute admission of liability on the part of the fire authority for the accident.
- (8) Without prejudice to the right of fire authorities to make provisions to cover circumstances not referred to in this paragraph (for instance less serious injuries), the provisions of this paragraph supersede any less favourable arrangements entered into at local level before 1st April 1983. Where local arrangements in force at 1st April 1983 are more favourable, either wholly or in part, than the provisions of this paragraph, such local arrangements shall continue to apply, either wholly or in part as the case may be, instead of those in this paragraph.
- Note:
- (1) *With reference to sub paragraph (1)(i) above, the National Council consider that death or permanent incapacitating injury arising from exposure to chemicals in the circumstances defined in sub paragraph 1(ii) above would qualify for payment under these provisions.*
 - (2) *Medical appeals, for instance on the degree of incapacity, should be referred to an independent medical referee.*

14. Reimbursement of fines and costs

Where a member is prosecuted for an offence or offences under the Road Traffic Acts committed whilst on duty, the fire authority where they consider him or her to be personally blameless or where there may be strong extenuating circumstances, may reimburse part of the amount or the full amount of costs awarded against him or her, including for this purpose the cost of any legal assistance, the amount of the fine and any additional costs charged by the court.

15. Loss of, or damage to, private property

A fire authority may reimburse a member of a brigade in respect of damage to or loss of private property, including cash, sustained by him or her whilst on duty.

16. Education grants

A fire authority may provide financial assistance to a member undertaking approved post-entry training.

17. Awards for inventions and suggestions

A fire authority may grant a monetary award to a member of a brigade in respect of an invention or suggestion for (a) improving brigade equipment, (b) improving the efficiency of the brigade, or (c) effecting economies.

18. Uniform and personal equipment

- (1) Members of brigades shall be provided free of charge with any appropriate uniform, clothing or equipment which shall remain the property of the fire authority. Such provision shall follow an assessment under Regulation 6 of the Personal Protective Equipment at Work Regulations 1992 of any risks to health and safety and shall include the protective clothing and equipment at paragraph 7 of the Guidance to the Regulations and any other items identified by the risk assessment.
- (2) Fire authorities shall supply or reimburse the approved cost of spectacles for use on the fireground (see paragraphs 10-13 of Fire Service Circular 9/1996).

19. Driving licences

The cost of a driving licence issued under the Road Traffic Acts may be reimbursed to a member of a brigade who is required to drive brigade vehicles or appliances when on duty.

20. Use of privately owned vehicles on official duty

- (1) Where a member uses a privately owned motor vehicle on official duties the following scheme for payment of allowances shall apply as appropriate.
- (2) The allowance payable shall be in accordance with such grading as the fire authority may approve, for example, by reference to the nature of user, cubic capacity of car considered appropriate, and to work undertaken by the individual fire officer, except that:
 - (i) where a fire authority authorises the use of a car in excess of 1450cc it should fix an allowance not lower than that prescribed for the category 1200 to 1450cc.
 - (ii) the lowest category of allowance (451 to 999cc) shall be payable only to members actually using the vehicle with an engine falling into the 451 to 999cc category.
 - (iii) where an essential user who is conditioned to the flexible duty system actually uses a vehicle with an engine capacity in excess of 1199cc then the allowance payable shall be for the category 1200 to 1450cc.
- (3) There may be circumstances where the authority deems it appropriate that a member shall make a journey in the car of another member making the same journey on the same business and, as far as possible, journeys over the same route by members should be arranged so as to synchronise.
- (4) The authority shall have the right to require a member to carry official passengers without additional payment.

- (5) Journeys must be authorised by the chief officer or by a responsible officer nominated by him or her and claims for payment of a car allowance must be submitted to and approved by the chief officer or other responsible officer nominated by him or her. Members must maintain an official record of their journeys, showing full particulars of and the reason for each, including the names of official passengers carried.
- (6) Members shall have included and maintain in their policy of insurance a clause indemnifying the fire authority against all third party claims (including those concerning passengers) arising out of the use of the vehicle on official business, provided that this requirement shall not apply where an undertaking has been given by an insurer to the fire authority or the appropriate association of local authorities. Most policies cover loss of or damage to motor vehicles which results from civil disturbance but if a member suffers such loss or damage and recompense through his or her insurance is not possible then the fire authority is recommended to consider reimbursement in accordance with paragraph 14 of Section IX. In appropriate cases the fire authority may also wish to consider reimbursement under paragraph 14 where a member makes a claim for loss or damage suffered through civil disturbance which results in a reduction in his or her no claims discount.
- (7) **ESSENTIAL USERS**
- (i) Where a member is required to use a privately owned motor vehicle for official duties the allowances payable shall be as set out in circulars issued by the National Joint Council from time to time, subject to the terms of sub-paragraphs (2) to (6) above.
- (ii) Payments of the lump sum allowance shall be made by instalments so that the amount of the total payments on account shall bear to the lump sum the same proportion as the number of completed months of the annual allowance period bears to twelve. The period over which the car allowances are paid should be from 1st April in any year to the succeeding 31st March.
- (iii) In the case of a member who takes up an appointment with a fire authority after 1st April in any year, or leaves a fire authority to take up an appointment with another fire authority, or alternatively leaves the service altogether, the lump sum allowances shall be so calculated that the amount payable bears the same proportion to a full year's allowance as the number of months in the year during which the member uses his or her car bears to twelve. The calculation of the mileage allowances would thus be made on a proportionate basis in accordance with the following procedure:
The mileage allowance to be paid at the higher rate would be equivalent to 917 miles per month of service.
The excess over 917 miles per month of service would be paid at the reduced rate, eg where the total service in the financial year is five months then up to 4,585 miles would be paid at the higher rate and the excess over 4,585 miles would be paid at the lower rate.
- (iv) Similarly the lump sum payment should be divided into twelve monthly payments. Where an authority pays the allowance quarterly, the appropriate calculation should be made on the basis of dividing by four instead of twelve.
- (v) When a member leaves the service of an authority, a calculation shall be made in respect of his or her entitlement to the lump sum allowance for the portion of the year served with the authority and any necessary adjustments made thereafter.
- (vi) Where a car is not in use as a result of mechanical defect or the absence of the member through illness:
- (a) The lump sum allowance shall be paid for the remainder of the month in which the car first became out of use, and for a further three months thereafter. For the following three months, payment shall be made at the rate of 50% of the lump sum allowance. The fire authority shall have discretion to extend these periods where the member is absent through injury arising from duty.
- (b) During the period when a car is "off the road" for repairs, necessary out-of-pocket expenses in respect of travel by other forms of transport shall be borne by the authority.

- (vii) Fire authorities should give consideration to meeting requests for financial assistance from members who are required to provide a privately owned car for official business.
- (8) CASUAL USERS
 - (i) Where the requirement of sub-paragraph (7) above does not apply but a member is authorised to use a privately owned motor vehicle for official business on any occasion the allowance payable shall be as set out in circulars issued by the National Joint Council from time to time, subject to the terms of sub-paragraphs (2) to (6) above.
 - (ii) The allowance of sub-paragraphs (8)(i) above shall be applied so that the member does not at any mileage figure receive more than he or she would have done had he or she been in receipt of the allowances set out at sub-paragraph (7).
- (9) Fire authorities shall reimburse to members additional costs (for example, parking fees, tolls) property and necessarily incurred in the course of authorised duty.
- (10) Members who are required to have radio equipment fitted to their cars shall receive in compensation the single fixed payment laid down in circulars issued by the National Joint Council from time to time. This payment would be made on each occasion that the vehicle is changed if it is still required that such equipment be installed.
- (11) The Joint Secretaries are authorised to review the level of the allowances on the occasion of any significant changes in petrol prices, provided there are no complicating circumstances.

21. Interpretation

Any questions concerning the interpretation of this Scheme shall be referred to the National Joint Council for determination.

"chief officer" and "assistant chief officer" shall be construed in Scotland as meaning Firemaster" and "assistant firemaster" respectively.

"the Acts" means the Fire Services Acts 1947-1959.

"Firefighter's Pension Scheme" means the scheme entitled the Fireman's Pension Scheme, for the time being in force under Section 26 of the Act of 1947 as amended by Section 1 of the Act of 1951 and Section 8 of the Act of 1959.

"brigade" means a fire brigade maintained under the provision of the Acts.

"member of brigade" means a member to whom the Fire Services (Discipline) Regulations 1985 or the Fire Services (Discipline) (Scotland) Regulations 1985, are applicable.

"junior firefighter", "firefighter" and "leading firefighter" have the same meaning as "junior fireman", "fireman", and "leading fireman" respectively in the Fire Services (Appointments and Promotions) Regulations 1988.

SECTION X - PROCEDURES FOR SETTLING INDIVIDUAL GRIEVANCES AND DISPUTES BETWEEN FIRE AUTHORITIES AND THE REPRESENTATIVE BODIES

1. Procedure for settling individual grievances

- (1) Each employee should be informed that if he or she has a grievance relating to his or her employment within his or her brigade he or she should discuss it with his or her officer in charge.
- (2) The officer in charge should reply orally as soon as possible (and in any case within days*).
- (3) If the complainant is dissatisfied with the reply he or she should be allowed to see his or her representative, who may then take up the matter with the officer in charge.
- (4) It is recommended that both initial steps, should be kept at the officer in charge level. Should this be impracticable another brigade member of higher rank should be specified by name or by reference to his or her post.
- (5) If the employee continues to be aggrieved he or she or his or her representative should submit the grievance to the officer in charge for transmission to division or brigade level as appropriate. The grievance may be put in writing on a form to be provided and available for the purpose. The employee or his or her representative should keep at least one copy.
- (6) The officer in charge of the division or brigade, as appropriate should, as soon as possible,* arrange a meeting with the interested parties. A representative of the employee's union may attend, if desired. It is recommended that this meeting be arranged after consultation with the personnel administrator/establishment officer.
- (7) As soon as possible after this meeting, the officer should confirm the decision in writing. The designated officer (or an officer responsible at a further stage in the procedure) may refer the matter back with appropriate comments or reject the grievance. An employee whose grievance has been rejected shall, on request, be provided with a concise written statement of the reasons for rejection.
- (8) If the employee continues to be aggrieved in respect of his or her original complaint, his or her grievance may thereafter* be taken to the appropriate committee of the council, or a joint committee representative of management and the employees, or any other similar arrangement suitable for the purpose. The factors influencing an authority's decision in this regard will make allowance for local conditions and the likelihood of settlement.

* *Include time limit clause when (and if) agreement on these is reached.*

2. Dispute procedure: sub-officers, senior fire control operators and below

- (a) The procedure described below shall be used in all cases of dispute between a fire authority and a (nationally recognised) representative body. Separate procedures for other matters are dealt with elsewhere viz:
 - (i) Fire service discipline cases are dealt with by statutory regulations made under the Fire Services Acts 1947-59;
 - (ii) Appeals against dismissal of members of brigades other than for breaches of discipline or on medical grounds are provided for in Section IX paragraph 7;
 - (iii) Differences arising between the fire authority and the accredited representatives of the members of the brigade as to whether a station should change from shift to day crewing are dealt with under the procedure described in Section II paragraph 1(3)(b).

This procedure should be seen as complementary to the normal consultation and negotiating process and to the grievance procedure (above). It should be noted that at any stage of the grievance procedure a grievance may be transferred to the disputes procedure if it becomes a collective dispute.
- (b) In all cases of dispute the matter should be considered through the established agreed disputes machinery in the brigade (a model procedure for local implementation is attached as Appendix 1(b)). Whilst this process is continuing no decision of the fire authority or its agents which is the cause of difference will be implemented and no decision will be taken and implemented by members of the representative body which is contrary to the normal operation of the brigade.

- (c) If at the conclusion of the disputes process at chief fire officer level there is recorded a failure to agree the matter shall be referred on the next working day by either party to the dispute to the chief executive of the fire authority or such person as he or she may nominate in his or her absence. The Chief Executive or his or her nominee will call a meeting of representatives of the fire authority within fourteen days of receiving the notice of a failure to agree at chief fire officer level.
- (d) The representatives of the fire authority shall be elected members. The chair will be taken by the chairman or vice-chairman of the appropriate committee which determines fire brigade matters. The representatives of the fire authority may call upon any officer of the authority or witnesses or experts (including the chief fire officer) to advise them.
- (e) In presenting its case the representative body may call upon any of its members or witnesses or experts to assist in that presentation.
- (f) The representatives of the fire authority shall be allowed three weekdays after the hearing to inform all parties concerned of their decision, although it is anticipated that in the majority of cases their decision will be made known on the same day as the hearing.
- (g) The outcome of the decision will be one of the following:
 - (i) A resolution of the differences to the mutual satisfaction of the parties concerned;
 - (ii) A refusal of the representative body to accept the decision. The refusal shall be notified to the fire authority within seven days of receipt of the decision;
 - (iii) A reference to the National Joint Council on the grounds that the matter has implications outside of the brigade,
- (h) In the event of (ii) or (iii) in the above paragraph occurring, the Joint Secretaries of the NJC shall be informed by the respective parties once the decision, or the refusal to accept the decision, of the representatives of the fire authority is known,
- (i) The Joint Secretaries will take immediate steps to obtain clear statements of the difference and, from the date of receiving the notification of the issue, they will convene the NJC Disputes Committee within one month. At any time between receiving the notice of the difference and the hearing by the NJC Disputes Committee, the Joint Secretaries will endeavour to find a resolution to the difference by conciliation,
- (j) The NJC Disputes Committee shall consist of three members from each side and an Independent Chair appointed by the National Joint Council. The Joint Secretaries of the NJC or their nominees shall act as Joint Secretaries to the Disputes Committee. The Disputes Committee, or either side thereof, may appoint such advisers as they require, (k) No-one directly involved in the difference to be heard may act as a member of the Disputes Committee or officer or adviser. The Joint Secretaries to the Disputes Committee shall be excluded from this provision if they have acted as conciliators.
- (I) Both parties from the brigade shall have an opportunity to present their cases and question the other party in the course of the hearing before the Disputes Committee,
- (m) The decision of the Disputes Committee shall be arrived at if majorities on both sides of the Committee are in agreement and the parties to the issue shall be informed of that decision immediately.
- (n) If the Disputes Committee fails to reach a decision both parties to the issue will be informed of this failure to agree and any views of the Independent Chair. The matter shall be referred to the National Joint Council at its next meeting following the hearing of the Disputes Committee or to a special meeting of the NJC within one month, whichever is the sooner,
- (o) If the matter is not resolved by the National Joint Council it shall be referred for independent arbitration in accordance with paragraph 12 of the Constitution of the NJC. The decision of the arbitral body shall be final,
- (p) Whatever conditions, practice or agreement existed prior to the dispute shall continue to operate pending settlement. The normal conditions existing prior to the dispute include the normal operation of the service and this should therefore continue pending resolution of the dispute.

- (q) In the interests of achieving expeditious settlements, the time periods described in this procedure shall normally apply, though by mutual agreement the periods may be extended. During such periods nothing in this agreement shall prevent attempts by the Joint Secretaries at any time to find a basis for a settlement by mutually agreed procedures. In the context of this procedure, Joint Secretaries can be one or more persons from each side.

3. **Disputes procedure: station officers, fire control officers and above**

- (a) The procedure described below shall be used in all cases of dispute between a fire authority and the representative body for officers. Separate procedures for other matters are dealt with elsewhere viz:
- (i) Fire service discipline cases are dealt with by statutory regulations made under the Fire Services Act 1947-59;
 - (ii) Appeals against dismissal of members of brigades other than for breaches of discipline or on medical grounds are provided for in Section IX paragraph 7;
 - (iii) Differences arising between the fire authority and the accredited representatives of the members of the brigade as to whether a station should change from shift to day crewing are dealt with under the procedure described in Section II paragraph 1(3)(b).
- This procedure should be seen as complementary to the normal consultation and negotiating process and to the grievance procedure (above). It should be noted that at any stage of the grievance procedure a grievance may be transferred to the disputes procedure if it becomes a collective dispute.
- (b) In all cases of dispute the matter should be considered through the established agreed disputes machinery for officers in the brigade (a model procedure for local implementation is attached as Appendix 1 (a)). Whilst this process is continuing no decision of the fire authority or its agents which is the cause of difference will be implemented and no decision will be taken and implemented by members of the officers' representative body which is contrary to the normal operation of the brigade.
- (c) If at the conclusion of the disputes process at chief fire officer level there is recorded a failure to agree, the matter shall be referred on the next working day by either party to the dispute to the chief executive of the fire authority or such other person as he or she may nominate in his or her absence. The chief executive or his or her nominee will call a meeting of representatives of the fire authority within fourteen days of receiving the notice of a failure to agree at chief fire officer level.
- (d) The representatives of the fire authority shall be elected members. The chair will be taken by the chairman or vice-chairman of the appropriate committee which determines fire brigade matters. The representatives of the fire authority may call upon any officer of the authority or witnesses or experts (including the chief fire officer) to advise them.
- (e) In presenting its case the officers' representative body may call upon any of its members or witnesses or experts to assist in that presentation.
- (f) The representatives of the fire authority shall be allowed three weekdays after the hearing to inform all parties concerned of their decision, although it is anticipated that in the majority of cases their decision will be made known on the same day as the hearing.
- (g) The outcome of the decision will be one of the following:
- (i) A resolution of the differences to the mutual satisfaction of the parties concerned;
 - (ii) A refusal of the officers' representative body to accept the decision. The refusal shall be notified to the fire authority within seven days of receipt of the decision;
 - (iii) A reference to the Officers' Disputes Committee,
- (h) In the event of (ii) or (iii) in the above paragraph occurring, the Joint Secretaries of the Officers' Committee shall be informed by the respective parties once the decision, or the refusal to accept the decision, of the representatives of the fire authority is known, (i) The Joint Secretaries will take immediate steps to obtain clear statements of the difference and, from the date of receiving the notification of the issue, they will convene the Officers' Disputes Committee within one month. At

- any time between receiving the notice of the difference and the hearing by the Officers' Disputes Committee, the Joint Secretaries will endeavour to find a resolution to the difference by conciliation.
- 0) The NJC Disputes Committee shall consist of three members from each side and an Independent Chair appointed by the National Joint Council. The Joint Secretaries of the NJC or their nominees shall act as Joint Secretaries to the Disputes Committee. The Disputes Committee, or either side thereof, may appoint such advisers as they require,
 - (k) No-one directly involved in the difference to be heard may act as a member of the Disputes Committee or officer or adviser. The Joint Secretaries to the Disputes Committee shall be excluded from this provision if they have acted as conciliators.
 - (l) Both parties from the brigade shall have an opportunity to present their case and question the other party in the course of the hearing before the Disputes Committee, (m) The decision of the Disputes Committee shall be arrived at if majorities on both sides of the Committee are in agreement and the parties to the issue shall be informed of that decision immediately,
 - (n) If the Disputes Committee fails to reach a decision both parties to the issue will be informed of this failure to agree and any views of the Independent Chair. The matter shall be referred to the National Joint Council at its next meeting following the hearing of the Disputes Committee or to a special meeting of the NJC within one month, whichever is the sooner,
 - (o) If the matter is not resolved by the Officers' Committee it shall be referred for independent arbitration in accordance with paragraph 12 of the Constitution of the NJC. The decision of the arbitral body shall be final,
 - (p) Whatever conditions, practice or agreement existed prior to the dispute shall continue to operate pending settlement. The normal conditions existing prior to the dispute include the normal operation of the service and this should, therefore, continue, pending resolution of the dispute,
 - (q) In the interests of achieving expeditious settlements, the time periods described in this procedure shall normally apply, though by mutual agreement the periods may be extended. During such periods nothing in this agreement shall prevent attempts by the Joint Secretaries at any time to find a basis for a settlement by mutually agreed procedures. In the context of this procedure, Joint Secretaries can be one or more persons from each side.

SECTION XI - CONSTITUTION

1. Title

The Council shall be known as the National Joint Council for Local Authorities' Fire Brigades (hereinafter referred to as "the Council").

2. Scope

The Council shall have within its scope uniformed employees of fire authorities in the UK below the rank of assistant chief fire officer/assistant firemaster.

3. Membership

The Council shall consist of members appointed as follows:

<i>Employers' Representatives</i>	
National Organisation of Employers	23
Local Authorities' Fire Brigades	
 <i>Employees' Representatives</i>	
Fire Brigades Union	22

4. If either of the organisations referred to in paragraph 3 hereof fail to appoint the number of representatives provided for by the constitution, such failure to appoint shall not vitiate the decisions of the Council or its committees. In the event of any member of the Council being unable to attend any meeting of the Council or of its committees, the organisation represented by such member shall be entitled to appoint another representative to attend in his or her place.

5. Retirement of members

Members of the Council shall retire on 30th September each year and shall be eligible for reappointment.

6. Casual vacancies

On the occurrence of a casual vacancy a new member shall be appointed by the organisation in whose representation the vacancy occurs. Any such new member shall sit until the end of the period for which his or her predecessor was appointed.

FUNCTIONS

7. The function of the Council shall be to make arrangements to secure the largest possible measure of joint consideration and agreement on conditions of service of those persons within its scope, and the settlement of differences between fire authorities and members of brigades within its scope. It shall be permissible for the Council to take any action that falls within the foregoing definition.

8. The term "Conditions of Service" shall be construed as including in particular:

- (i) ranks, pay and allowances;
- (ii) hours of duty and leave;
- (iii) maintenance of discipline;
- (iv) procedure for appeals against dismissal or disciplinary action (including dismissal on disciplinary grounds) other than questions of discipline affecting individuals;
- (v) welfare arrangements.

9. Standing committees

The Council shall appoint from their number two Standing Committees each having plenary powers to act in relation to matters within their respective terms of reference. The Committees shall be constituted as follows:

- (i) *Officers' Committee*
A Standing Committee appointed with representation as follows:

Employers' Representatives
National Organisation of Employers 16
Local Authorities' Fire Brigades

Employees' Representatives
Fire Brigades Union 9

to determine the conditions of service referred to in sub-paragraph (i), (ii) and (v) of paragraph 8 insofar as they pertain solely to the ranks of station officer to senior divisional officer inclusive and equivalent fire control and retained ranks where appropriate; and to settle differences between fire authorities and members of brigades on such matters.

- (ii) *Lower Ranks' Committee*
A Standing Committee appointed with representation as follows:

Employers' Representatives
National Organisation of Employers 23
Local Authorities' Fire Brigades

Employees' Representatives
Fire Brigades Union 22

to determine the conditions of service referred to in sub-paragraph (i), (ii) and (v) of paragraph 8 insofar as they pertain solely to the ranks of firefighter to sub-officer inclusive and equivalent fire control ranks, non-operational ranks and retained ranks where appropriate, and junior firefighters; and to settle differences between fire authorities and members of brigades on such matters.

Each of the Standing Committees may appoint such sub-committees within its terms of reference as it considers to be necessary, with such powers and duties as it may define.

The Chairman and Vice-Chairman of the Council shall each have the right to be in attendance at meetings of the Standing Committees and to act if necessary as a substitute member of their respective organisations and in this latter capacity have the right to vote.

10. Other committees

The Council may appoint such other committees as it considers to be necessary, with such duties and powers as it may define. The reports of such other committees shall, unless the Council so determine, be submitted to the Council for approval, which may be given with or without modification.

11. Procedure

- (i) *Advisers*
Either Side of the Council or of any committee thereof may invite the attendance of any person whose knowledge would be of assistance to them, but such person shall not have power to vote.

- (ii) *Chairman and Vice-Chairman*
The Council and its committees shall each appoint annually from their numbers a Chairman and Vice-Chairman. The Chairman, or in his or her absence, the Vice-Chairman, shall preside all meetings and he or she shall have a vote but not a casting vote. In the absence of the Chairman and Vice-Chairman at any meeting, a Chairman for such meeting shall be elected from their number and shall have a vote but not a casting vote.
- (iii) *Officers*
Each side of the Council and its Standing Committees shall appoint a Secretary or Secretaries, who shall act as Joint Secretaries. Those so appointed may or may not be members of the Council or the Standing Committees. In the event that a joint secretary is a member of the Council or Standing Committee he or she shall have a vote. The Employers' Secretary shall also be appointed Treasurer to the Council. The Council may appoint an auditor.
- (iv) *Meetings*
There shall be an annual meeting of the Council as soon as possible after 30th September at which a statement of representatives appointed to serve on the Council and its Committees shall be submitted.
Ordinary meetings of the Council and its Committees shall be held as often as may be necessary and the Chairman of the Council or the Chairman of the Standing Committee shall call a special meeting if so requested by not less than one-third of the total number of members of either side of the Council or the Standing Committee. The requisition and notice summoning any special meeting shall state the nature of the business proposed to be transacted thereat and no other matters shall be discussed. A special meeting shall take place within fourteen days after receipt of the requisition by the Chairman.
- (v) *Voting*
The voting on the Council or its Committees shall be by show of hands or otherwise as the Council or the Committee shall determine. No resolution shall be regarded as carried unless it has been approved by a majority of the members present on each side of the Council or Committee as the case may be (except where the resolution concerns an amendment to the constitution in which case the procedure set out in paragraph 14 hereof will apply).
- (vi) *Quorum*
The quorum of the Council shall be seventeen namely eight representatives of the employers and nine representatives of the employees. In the absence of a quorum the Chairman shall vacate the chair and the business then under consideration shall be the first business to be discussed either at the next ordinary meeting or, if the meeting was a special meeting, at a further special meeting to be held within fourteen days after the date fixed for the first special meeting. The quorum of a Standing Committee shall be one-third of the full presentation on each Side.
- (vii) *Notice of meetings*
The notices of meetings of the Council and its Committees shall provide full particulars of the business to be transacted thereat and shall be sent to members at least seven days before the date of the meeting.
- (viii) *Minutes*
Within twenty one days after each meeting of the Council and of any Committee the Joint Secretaries shall send a copy of the minutes of the proceedings of the meeting to each member of the Council, and these shall be ratified, subject to any amendment, at the next meeting of the Council or Committee as the case may be.

12. Settlement of differences

If the Council or a Standing Committee fail to reach agreement upon any matter, it shall thereupon be referred, at the request of either Side of the Council or Standing Committee, to the Advisory, Conciliation and Arbitration Service (ACAS) for settlement under Section 212 of the Trade Union and Labour Relations (Consolidation) Act 1992. The Side of the Council or Standing Committee not requesting ACAS involvement shall acquiesce in this request.

13. Finance

The expenses of the Council (including its Committees), but not any expenses incurred by members in attending meetings, shall be shared equally by the two Sides.

14. Amendment of constitution

- (i) This paragraph forms an integral part of the constitution and may itself be amended in accordance with the procedures set out in this paragraph.
- (ii) Any proposal to amend this constitution must be circulated to members of the Council at least three months before the meeting at which it is to be moved. No proposal to amend this constitution will be regarded as carried unless it has the support of at least two thirds of the members present and voting at the meeting at which it is moved.

15. Status

The status of this constitution is that of a collective agreement between representatives of the fire authorities in the UK and representatives of the employees of fire authorities within the scope of the Council. As such it is intended by the parties to form a collective agreement as defined in Section 178 of the Trade Union and Labour Relations (Consolidation) Act 1992.

SECTION XII - FAIRNESS AT WORK

1. Preamble

- (1) One of the guiding principles of the National Joint Council is to support and encourage:
 - (i) equal opportunities in employment;
 - (ii) equality as a core principle which underpins both service delivery and employment relations; and
 - (iii) both the removal of all discrimination and the promotion of positive action.
- (2) At its meeting on 25th September 1997 the National Joint Council affirmed that:
 - (i) employees should be afforded equal opportunities in employment irrespective of gender, race, religion, age, sexuality, marital status and disability (but subject to any justifiable occupational requirements which would apply if firefighters were not exempt from the provisions of the Disability Discrimination Act 1996);
 - (ii) fire authorities should ensure that discriminatory practices are identified and removed and non-discriminatory practices introduced in all areas of employment including recruitment, training and promotion; and
 - (iii) lawful positive action initiatives should be taken to achieve and maintain a more representative workforce.
- (3) Fire authorities, all members of brigades, managers and trade union representatives will need to work together to achieve the objectives set out above. Fire authorities are urged to take into account the need for such trade union participation in deciding reasonable facilities for representatives participating in joint fairness at work initiatives as part of their recognised trade union duties.
- (4) The National Joint Council recognises that helping employees reconcile work and family and other responsibilities can be a key feature in making equal opportunities in employment a reality. This is also an important element in the introduction of flexible ways of organising work and time. The provisions of the rest of this section have been agreed with this in mind.

2. Maternity provisions

(1) APPLICATION OF THESE PROVISIONS

The following shall apply to all pregnant members of brigades regardless of the number of hours worked per week. Nothing in these provisions shall be construed as providing rights less favourable than statutory rights.

(2) INITIAL OBLIGATIONS ON THE MEMBER

A member shall notify the fire authority at least 21 days before her absence begins or as soon as is reasonably practicable:

- (a) in writing, that she is pregnant and the expected week of childbirth (EWC) (an authority can request the member to produce a certificate from a registered medical practitioner or a certified midwife stating the EWC); and
- (b) in writing, if requested by the authority, of the date of the beginning of her absence; and (c) in writing, if requested by the authority, that she intends to return to work with her employer if that is her intention (for members who qualify under sub-paragraph 4(b) below).

(3) ANTE-NATAL CARE

Any pregnant member has the right to paid time off to attend for ante-natal care and must produce evidence of appointments if requested to do so by the authority.

(4) MATERNITY LEAVE ENTITLEMENT

- (a) Members who have less than one year's continuous local government service at the beginning of the 11th week before the EWC shall have an entitlement to remain absent for up to 18 weeks.
- (b) At the discretion of the authority the member may be allowed leave without pay in excess of the 18 week period.

- (c) Members who have completed not less than one year's continuous local government service at the beginning of the 11th week before the EWC shall have an entitlement to 18 weeks' leave of absence with pay (see sub-paragraph 5 below) and to remain absent for up to 29 weeks from the beginning of the week in which the birth occurs.
 - (d) Maternity leave shall commence no earlier than 11 weeks before the EWC.
- (5) MATERNITY PAY
- (a) Payments for members who have less than one year's continuous local government service at the beginning of the 11th week before the EWC shall be the member's entitlement to Statutory Maternity Pay (SMP).
 - (b) Payments for members who have completed not less than one year's continuous local government service at the 11th week before the EWC shall be as follows:
 - (i) for the first six weeks of absence a member shall be entitled to nine tenths of a week's pay offset against payments made by way of SMP or Maternity Allowance (MA) for members not eligible for SMP;
 - (ii) if she has declared her intention to return to work then for the subsequent 12 weeks she shall be paid half a week's pay without deduction except by the extent to which the combined pay and SMP (or MA and any dependants' allowances if the member is not eligible for SMP) exceeds full pay;
 - (iii) for members not intending to return to work payments during the subsequent 12 weeks shall be the member's entitlement to SMP;
 - (iv) payments made by the authority during maternity leave under (ii) above shall be made on the understanding that the member will return to local authority employment for a period of at least three months, which may be varied by the authority on good cause being shown and, in the event of her not doing so, she shall refund the monies paid, or such part thereof, if any, as the authority may decide. Payments made to the member by way of SMP are not refundable.
- (6) RIGHT TO RETURN TO WORK
- (a) Subject to the sub-paragraph (b) below the member shall have the right to return to the job in which she was employed under her original contract of employment and on terms and conditions not less favourable than those which would have been applicable to her if she had not been absent. For this purpose "job" means the nature of the work which she is employed to do and the capacity and place in which she is so employed.
 - (b) Where it is not practicable by reasons of redundancy for the authority to permit her to return to work in her job as defined in sub-paragraph (a) above the member shall be entitled to be offered a suitable alternative vacancy where one exists, provided that the work to be done in that post is suitable to her and appropriate to the circumstances, and that the capacity and place in which she is to be employed and her terms and conditions of employment are not substantially less favourable to her than if she had been able to return to the job in which she was originally employed.
 - (c) Suitable alternative employment may also be offered if exceptional circumstances other than redundancy (eg a general reorganisation), which would have occurred if the member had not been absent, necessitate a change in the job in which she was employed prior to her absence. The work to be done should be suitable to her and appropriate to the circumstances and the capacity and place in which she is to be employed and her terms and conditions of employment should not be less favourable to her than if she had been able to return to the job in which she was originally employed.
- (7) EXERCISE OF THE RIGHT TO RETURN TO WORK
- (a) Members who have less than one year's continuous service.
A member who qualifies for leave under sub-paragraph 4 above shall notify the authority, in writing if requested, at least 7 days before the day on which she proposes to return of the date of her intended return if this is before the end of the 18 weeks' maternity leave.

- (b) Members who have completed not less than one year's continuous service.
A member who qualifies for leave under sub-paragraph 4 above shall notify the authority, in writing if requested, at least 21 days before the day on which she proposes to return, of the date of her intended return. The authority may postpone her return to work until a date not more than 28 days after the notified date of return. To do this the authority's notification shall be conveyed to the officer before the notified date of return and shall give the reasons for postponing her return until the later date.
- (c) All members.
- (i) A member may postpone her return after the end of the maternity leave period by submitting a doctor's statement, before the notified date of return, stating that she will be incapable of work or, if no date of return has been notified, the expiry of the maternity leave period. The sick leave provisions in Section IV shall apply to such absence.
- (ii) For a member where, because of an interruption of work (whether due to industrial action or some other reason), it is unreasonable to expect her to return on the notified day, she may instead return when work resumes or as soon as reasonably practicable thereafter.
- (iii) For a member where no date of return has been notified and there is an interruption of work (whether due to industrial action or some other reason) which makes it unreasonable to expect her to return to work before the end of the maternity leave period and in consequence she does not notify a date of return, she may exercise her right to return by giving at least 7 days' written notice to the authority that she intends to return at any time before the end of 14 days from the end of the interruption.

(8) RELATIONSHIP WITH SICKNESS AND ANNUAL LEAVE

- (a) Maternity leave will not be treated as sick leave and will not therefore be taken into account for the calculation of the period of entitlement to sickness leave.
- (b) Paid maternity leave and authorised unpaid maternity leave of up to and including 22 weeks' duration shall be regarded as service for the purposes of calculating leave entitlements.

(9) PREMATURE BIRTH

Where a baby is born prematurely authorities should consider each case on its merits and the action required. For example, extension of the maternity leave period might be appropriate. The necessary discretion exists under the scheme.

(10) DEATH OR STILL BIRTH OF A CHILD

If the baby dies or is stillborn after 24 weeks' pregnancy the scheme applies. Where this occurs before 24 weeks (miscarriage) authorities should give sympathetic consideration to the circumstances and where necessary grant special leave or sick leave, as appropriate, on the basis of the individual circumstances. The decision should be advised by the needs of the employee and medical opinion.

(11) DEFINITION OF A WEEK'S PAY

- (a) For whole time members the term "a week's pay" means the amount payable by the authority to the member under the current contract of employment for working her normal hours in a week.
- (b) For retained members the term "a week's pay" means the average remuneration in the period of 12 weeks preceding the date on which the last complete week before the commencement of light duties ended, excluding any week in which payments were made under Section IV paragraph 2 or Section VII paragraph 14(2).

(12) DEFINITION OF CHILDBIRTH

Childbirth means the birth of a living child or a still birth after a pregnancy lasting at least 24 weeks.

Note: *Authorities are advised that, in the case of firefighters, when pregnancy is suspected, medical advice should be sought immediately as to whether the member can continue in a firefighting capacity. At the point when her doctor advises her that she can no longer continue as a firefighter the member should be transferred to light duties immediately while retaining her normal pay (in the*

case of retained members normal pay for this purpose shall be calculated in accordance with subparagraph 11 (b) above). Similarly, on her return to work following the birth and normal maternity leave, there may be a period during which light duties would be appropriate (again depending on medical advice), in which case the member's normal pay would continue to apply.

3. Maternity support leave

Paid maternity support leave of at least five working days (for members conditioned to the shift duty system this will be four duty shifts) shall be granted to the child's father or the partner or the nominated carer of an expectant mother at or around the time of birth. A nominated carer is the person nominated by the mother to assist in the care of the child and to provide support to the mother at or around the time of the birth.

4. Adoption leave

Paid leave of at least five working days (for members conditioned to the shift duty system this will be four duty shifts) shall be granted to members during the settling in period of adoption. This entitlement shall apply to both adoptive fathers and mothers.

5. Parental leave

(1.) All members (whether fathers or mothers) shall be entitled to take up to three months' unpaid leave in parts or in a block following the birth or adoption of a child, to be taken before the child's eighth birthday, provided that:

- (i) the member has successfully completed initial training;
- (ii) reasonable notice is provided to the fire authority of when the leave is to be taken; and (iii) the fire authority may postpone when such leave is to be taken for pressing operational reasons (eg where a replacement cannot be found during the notice period for a post that has to be filled or a significant number of members have applied for parental leave at the same time).

(2) Members taking parental leave will return to their current post or a suitable alternative on terms and conditions no less favourable.

6. Special leave

(1) Section HID provides authorities with enabling provisions to grant special leave either with or without pay.

(2) Fire authorities may wish to grant additional paid or unpaid leave under the special leave provisions that would extend the entitlements set out above. Where members have responsibilities for children with special needs they may wish to give particularly sympathetic consideration to such extensions.

(3) Fire authorities may also wish to consider granting special leave in other circumstances where members have family or other domestic responsibilities for which they might request leave. Such circumstances could include:

- (i) family leave (to cover periods of care for an elderly relative or other family member with a disability or who becomes ill or who require assistance for other non-medical reasons);
- (ii) bereavement leave;
- (iii) visiting relatives who live overseas.

7. Career break schemes

The National Joint Council is aware that some employers at local level have introduced career break schemes which can assist employees in reconciling work and family and other domestic commitments. The National Joint Council welcomes such developments and encourages the adoption of such measures by fire authorities.

8. Attendance at residential training courses

The requirement to attend residential training courses can pose particular difficulties for some members with family responsibilities. Examples might include single parents or members whose partner's work commitments do not allow them to cover caring responsibilities for children throughout the period of the member's attendance at a lengthy residential training course. In appropriate cases, where the member has to pay for extra child care, the fire authority may wish to consider contributing in some way towards such costs. Sympathetic consideration might be given where the parental income is such that severe hardship would otherwise arise.

9. Cancer screening

Necessary paid time off shall be granted to members for the purpose of being screened for cancer.

MODEL DISPUTES PROCEDURE FOR BRIGADES

For ranks of station officer, fire control officer and above

1. The fire brigade and thebranch of the [officers' representative body] hereby agree to establish a procedure for resolving disputes between the two parties or their representatives.
2. This agreement is without prejudice to the existing grievance procedure although it is recognised that an individual grievance can be dealt with under this procedure if appropriate.
3. Both parties to this agreement support the principle that where disputes arise they should be resolved as speedily as possible. The principle is inherent in the agreement.
4. A dispute shall be dealt with at chief fire officer level in the first instance.
5. Within 7 working days of the chief fire officer or his or her deputy receiving written notification from the secretary of the [officers' representative body] in the brigade of the nature of the dispute, a meeting will be convened between the chief fire officer [or his or her deputy] and his or her representatives and representatives of the [officers' representative body].
6. The [officers' representative body] will state its case and in doing so may call upon such of its members or witnesses or experts as it sees appropriate to assist in the presentation.
7. The chief officer or his or her nominee shall write to the secretary of the [officers' representative body] in the brigade informing him or her of his or her decision within 3 weekdays of the meeting.
8. The secretary of the [officers' representative body] in the brigade shall reply in writing within 7 weekdays to the chief fire officer or in his or her absence the officer acting on his or her behalf stating whether or not the chief fire officer's decision is acceptable.
9. If the decision is unacceptable, the reply of the secretary of the [officers' representative body] in the brigade shall be taken as recording "a failure to agree" in which case the matter shall be referred to the disputes panel of the fire authority in accordance with paragraph 3(c) of the officers' disputes procedure.
10. Both parties agree that whatsoever conditions, practice or agreement existed prior to the dispute shall continue to operate pending settlement. Both parties accept that the normal conditions existing prior to the dispute include the normal operation of the service or work activity involved and that this should therefore continue pending resolution of the dispute.

MODEL DISPUTES PROCEDURE FOR BRIGADES

For ranks of sub-officer, senior fire control operator and below*

1. Thefire brigade and thebrigade Committee/Branch of the [representative body] hereby agree to establish a procedure for resolving Disputes between the two parties or their representatives.
2. This agreement is without prejudice to the existing grievance procedure although it is recognised that an individual grievance can be dealt with under this procedure if appropriate.
3. Both parties to this agreement support the principle that where disputes arise they should be resolved as speedily as possible. This principle is inherent in the agreement.

Divisional level

4. Disputes which arise at station or divisional level shall be reported to the divisional commander or his or her nominee who will hear the representatives of the members in dispute to try to resolve the issue within 4 working days.
5. The divisional commander or his or her nominee will reply in writing to the representatives of the [representative body] giving his or her decision within 4 working days of the hearing. A copy of his or her reply will be sent to the chief fire officer.
6. The decision of the divisional commander or his or her nominee will fall into one of two categories:
 - (i) a clear decision on the issue; or
 - (ii) a reference to brigade level on the grounds that this issue is either of brigade wide importance or that it is such that he or she does not have the executive power to resolve it.
7. On receipt of the written decision of the divisional commander or his or her nominee, should it be a decision falling into category 6(i) above, the representatives of the [representative body] will have 7 weekdays in which to reply to the divisional commander as to whether the decision is acceptable or not. A copy of the reply will be sent to the chief fire officer.

Chief fire officer level

8. A dispute shall be dealt with at chief fire officer level in the first instance if it concerns an issue of brigade wide implication. Otherwise, disputes which remain unresolved at divisional level shall be dealt with at chief fire officer level as the second stage of the disputes procedure.
9. A meeting of the brigade negotiating committee will be convened within 7 working days of the chief fire officer or his or her deputy receiving:
 - (i) written notification from the brigade secretary of the [representative body] of the nature of the dispute; or
 - (ii) the copy of the decision of the divisional commander or his or her nominee if it falls in category 6(ii); or
 - (iii) the copy of the reply to the divisional commander or his or her nominee from the brigade secretary of the [representative body] if the decision at divisional level is rejected.
10. The [representative body] will state its case and in doing so may call upon such of its members or witnesses or experts as it sees appropriate to assist in the presentation.

11. The chief fire officer or his or her nominee shall write to the brigade secretary of the [representative body] informing him or her of his or her decision within 3 weekdays of the meeting.

12. The brigade secretary of the [representative body] shall reply in writing within 7 weekdays to the chief fire officer or, in his or her absence the officer acting on his or her behalf stating whether or not the chief fire officer's decision is acceptable.

13. If the decision is unacceptable, the reply of the brigade secretary of the [representative body] shall be taken as recording "a failure to agree" in which case the matter shall be referred to the disputes panel of the fire authority in accordance with Section X paragraph 2(c) of the National Joint Council Scheme of Conditions of Service.

14. Both parties agree that whatever conditions, practice or agreement existed prior to the dispute shall continue to operate pending settlement. Both parties accept that the normal conditions existing prior to the dispute include the normal operation of the service or work activity involved and that this should therefore continue pending resolution of the dispute.

**Nothing in this model shall be interpreted as instructing brigades to change their existing procedures for resolving disputes at this level if the present arrangements operate to the satisfaction of both parties named in paragraph 1.*

INDEX

<i>Page</i>	<i>Para</i>	
5.3	5(a)	Accelerated entry to pay scales (age 22 and over)
5.3	5(b)	Accelerated entry to pay scales (previous retained service)
6.1	3	Accommodation, rent, fuel and light allowance
5.1	2	Acting as an assistant (increased pay)
6.6	13	Acting up allowance (whole time members)
7.3	11	Acting up allowance (retained members)
5.1	3	Additional responsibilities (increased pay)
2.2	1(3)(b)	Adjudication procedure (changes from shift to day crewing)
12.4	4	Adoption leave
3.1	1	Annual leave entitlement
3.2	7	Annual leave and maternity leave
3.2	5	Annual leave entitlement on death in service
3.2	4	Annual leave entitlement on ill health retirement
9.2	7	Appeals against dismissal
9.1	1	Appointments and promotions
9.4	12	Assault (compensation)
7.2	5	Attendance fees (retained members)
7.4	15	Bounty scheme (retained members)
2.4	3(1)(b)	Call out (flexible duty system)
7.5	16	Call out on public and extra statutory holidays (retained members)
12.5	9	Cancer screening (leave)
12.4	7	Career break schemes
9.7	20	Car allowances
6.5	11(2)	Casual overtime
9.9	20(8)	Casual users (car allowances)
2.2	1(3)(a)	Change of duty system (day crewing to shift)
2.2	1(3)(b)	Change of duty system (shift to day crewing)
9.4	12	Compensation for assault
9.5	13	Compensation for death or serious injury on duty
7.3	12	Compensation for remuneration lost (retained members)
6.7	15	Compensatory grant
11.1	1-15	Constitution and functions of the National Joint Council
3.5	3	Court attendance (leave)
9.7	15	Damage to private property
2.2	1(2)(c)	Day duty system (sub-officer and below)
2.4	2(2)(b)	Day duty system (senior fire control operator and below)
2.5	3(1)(c)	Day duty system (station officer and above)
2.6	4(1)	Day duty system (fire control officer and above)
2.1	1(2)(b)	Day crewing duty system
9.5	13	Death or serious injury on duty (compensation)
9.1	4	Discipline
9.2	7	Dismissal (appeals against)
Appendix 1(a)		Disputes (model local procedure for station officer, fire control officer and above)

INDEX

Page	Para	
Appendix 1(b)		Disputes (model local procedure for sub-officer, senior fire control operator and below)
10.3	3	Disputes (national procedure for station officer, fire control officer and above)
10.1	2	Disputes (national procedure for sub-officer, senior fire control operator and below)
4.2	4	Doctor's statements (reimbursement of costs)
7.2	6	Drill attendance fees (retained members)
9.7	19	Driving licences
9.7	16	Education grants
2.1	1(2)(a)	Emergency calls (operational members)
2.3	2(2)(a)	Emergency calls (control members)
3.5	4	End of course leave
9.8	20(7)	Essential users (car allowances)
7.2	7	Extra payments for remaining on duty (retained members)
3.3	1	Extra-statutory holidays
9.7	14	Fines and costs (reimbursements)
5.3	8	Flexible duty supplement
2.4	3(1)(b)	Flexible duty system (station officer and above)
26.	4(2)	Flexible duty system (fire control officer and above)
6.1	3	Fuel and light allowance
10.1	1	Grievance procedure
2.1	1(1)	Hours of duty (sub-officer and below)
2.3	2(1)	Hours of duty (senior fire control operator and below)
2.4	3(1)	Hours of duty (station officer and above)
2.6	4(1)	Hours of duty (fire control officer and above)
4.3	8	Independent medical referee
4.3	11	Infectious diseases (contact with)
9.7	17	Inventions and suggestions (awards for)
2.4	3(1)(b)	Joint Advisory Panel (flexible duty system rostering)
3.5	3(2)	Jury service
7.3	13	Lodging, meals and refreshments (part time members)
3.4	1-6	Long service leave
7.4	15	Long service bounty scheme (retained members)
5.3	7	Long service payment
9.7	15	Loss of, or damage to, private property
2.4	3(1)(b)	Managerial hours (flexible duty system)
12.1	2(4)	Maternity leave
12.2	2(5)	Maternity pay
12.4	3	Maternity support leave
2.1	1(2)(a)	Meal breaks (operational members)
2.4	2(2)(a)	Meal breaks (control members)

INDEX

<i>Page</i>	<i>Para</i>	
6.2	5	Meals and refreshments (whole time members)
7.3	13	Meals and refreshments (part time members)
9.4	11	Medical charges and expenditure
4.2	6	Medical examinations
9.2	9	Medical examinations
3.5	2	Meetings of Whitley or public bodies (leave)
6.7	14	Mess manager's allowance
5.3	6	Minimum promotion increment
9.4	11	National Health Service charges
6.1	4(2)	Out of pocket expenses (training courses)
9.2	8	Outside employment (prohibition of)
6.5	11(2)	Overtime (casual)
2.3	1(4)	Overtime (pre-arranged)
6.6	11(3)	Overtime (pre-arranged)
12.4	5	Parental leave
5.1	1	Pay rates (whole time members)
6.1	1	Pensionability of allowances
2.4	2(2)(a)	Periods of relaxation
2.4	3(1)(b)	Positive hours (flexible duty system)
2.3	1(4)	Pre-arranged overtime
6.6	11(3)	Pre-arranged overtime
5.1	4	Previous service for pay purposes
9.1	3	Probationary period of service
9.2	8	Prohibition of outside employment
7.5	16	Public and extra-statutory holiday call out (retained Members)
3.3	1	Public holiday leave entitlement
3.3	2	Public holiday leave (compensation for leave not taken)
5.1	4	Qualifying service for pay purposes
1.1	1	Ranks
2.6	5	Recall to duty
6.6	12	Recall to duty
6.5	11(2)	Reckoning of an hour (whole time members-casual overtime)
7.2	10	Reckoning of an hour (part time members)
6.2	5	Refreshments (whole time members)
7.3	13	Refreshments (part time members)
2.3	2(2)(a)	Relaxation periods
6.3	8	Removal and lodging allowances
6.1	3	Rent, fuel and light allowance
6.1	2	Residential duty system (safeguarding)
1.2	3	Responsibilities of firefighters
1.1	2	Responsibilities of officer ranks
7.1	1	Retained members (definition)
7.1	3	Retaining fees
9.1	5	Retirement

INDEX

<i>Page</i>	<i>Para</i>	
6.1	2	Safeguarding for officers on former residential duty system
3.1	1	Scale A leave
3.1	1	Scale B leave
2.1	1(2)(a)	Shift duty system (sub-officer and below)
2.3	2(2)(a)	Shift duty system (senior fire control operator and below)
2.4	3(1)(a)	Shift duty system (station officer and above)
2.6	4(1)	Shift duty system (fire control officer and above)
2.2	1(3)(b)	Shift to day crewing adjudication procedure
4.3	9	Sick leave (continuation pending medical appeal)
4.1	1	Sick leave entitlement
4.1	2	Sick pay (calculation of)
4.2	3	Sickness certification
4.2	5	Sickness during annual and public holiday leave
3.5	1	Special leave
12.4	6	Special leave
6.2	5	Spoiled meals
2.1	1(2)(a)	Stand down time
2.4	3(1)(b)	Standby/call out (flexible duty system)
6.3	7	Subsistence allowance
9.7	17	Suggestions (awards for)
8.1	1-6	Suspension
6.6	13	Temporary promotion (whole time members)
7.3	11	Temporary promotion (retained members)
9.1	6	Termination of employment (notice of)
4.3	10	Third party damages
9.3	10	Tradesmen's work
6.1	4	Training courses (accommodation, allowances and travelling)(whole time members)
7.4	14	Training courses (accommodation, allowances and travelling)(part time members)
6.2	6	Travelling expenses
6.1	4	Travelling to training courses (whole time members)
7.4	14	Travelling to training courses (part time members)
6.5	10	Turn out and other fees (certain whole time members)
7.1	4	Turn out fees (retained members)
6.5	9	Uniform allowance
9.7	18	Uniform and personal equipment
7.2	9	Volunteer firefighters (payment for authorised duty)
7.1	1	Volunteer members
9.1	2	Written particulars of employment