

**NATIONAL JOINT COUNCIL FOR
LOCAL AUTHORITY FIRE AND RESCUE SERVICES**

**SCHEME OF CONDITIONS OF SERVICE
(GREY BOOK)**

SEVENTH EDITION

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CONTENTS

	Page
Preface	3
Section 1 Fairness and dignity at work	5
Section 2 Roles and responsibilities	7
Section 3 Conditions of service framework	
A Hours of duty and duty systems	9
B Pay	13
C Leave	18
D Maternity, childcare and dependency	23
E Allowances and reimbursements	33
Section 4 Health issues	
A Health, safety and welfare	35
B Occupational health	37
Section 5 Procedural issues	
A Grievances	42
B Conduct, capability and discipline	43
C Local consultation and negotiation	45
Section 6 Miscellaneous conditions	48
Appendix A Guidance on grievance and disciplinary procedures	50
Appendix B Interim and protection arrangements	69
Appendix C Explanatory notes	70
Appendix D Continual Professional Development Scheme	72
Appendix E Constitution of the NJC and MMNB	79
Appendix F “Working Together” A Joint Protocol for good industrial relations in the fire and rescue service	85
Appendix G Table of circulars incorporated into the 7 th edition (September 2004 to December 2024)	89

PREFACE TO THE SEVENTH EDITION (UPDATED 7TH EDITION - APRIL 2025)

1. The role of local authority fire and rescue services in the United Kingdom is the reduction in the loss of life, injury, economic and social cost arising from fires and other hazards. The service is responsible for:
 - Risk reduction and risk management in relation to fires and some other types of hazard or emergency.
 - Community fire safety and education.
 - Fire safety enforcement.
 - Emergency responses to fires and other emergencies where it is best fitted to act as the primary agency responsible for the rescue of people including road traffic accidents, chemical spillages and other large-scale incidents such as transport accidents.
 - Emergency preparedness coupled with the capacity and resilience to respond to major incidents of terrorism and other chemical, biological, radiological, and nuclear threats.
2. The National Joint Council for Local Authority Fire and Rescue Services (the NJC) is the body responsible for the supervision, from a national point of view, of all questions affecting the conditions of service of employees (other than those in Brigade Management roles) of fire and rescue services established under the:
 - *Fire and Rescue Services Act 2004 (for England and Wales)*
 - *Fire (Scotland) Act 2005*
 - *The Fire and Rescue Services (Northern Ireland) Order 2006*

To this end the NJC's principal role is to reach agreement on a national framework of pay and conditions for local application throughout the fire and rescue service in the United Kingdom. The NJC is committed to the local democratic control of fire and rescue services to the community.
3. The NJC's overall aim is to support and encourage the delivery of high-quality services by a competent, well-developed, motivated, and diverse workforce, with security of employment. The following principles are fundamental to the achievement of this aim:
 - Equality in employment and employee relations, the removal of discrimination and the promotion of equality as a core principle that underpins service delivery.
 - The highest standards of health and safety at work consistent with providing a front-line, life-saving emergency service.
 - The provision of a fire and rescue service that can be adapted to meet the local needs of the community, employers and employees.

- Stable industrial relations achieved by consultation and negotiation between fire and rescue employers and recognised trade unions.
4. The NJC has a strong commitment to joint consultation and negotiation, with a view to reaching agreement, between fire and rescue employers and recognised trade unions at all levels. To this end, the NJC encourages employees to join independent, certificated, recognised trade unions. The NJC believes that co-operation between employers, employees and the trade unions will help ensure successful service delivery.
 5. The NJC wishes to refer to the joint nature of the decisions incorporated in this scheme of conditions of service and to remind fire and rescue employers of the value of affording opportunities to employees, through their accredited representatives, for consultation on matters included in the scheme, where such consultation is appropriate. The NJC hopes that the scheme will provide a sound basis for harmony throughout the fire and rescue services in the United Kingdom.
 6. This seventh edition of the scheme accordingly represents the national terms and conditions of employment of uniformed employees (other than those in Brigade Management roles) of the fire and rescue services of all local authorities in the United Kingdom, and of volunteers carrying out operational firefighting duties, as supplemented from time to time by local agreements and provisions. The seventh scheme replaces in its entirety the provisions of the former scheme of conditions of service agreed by the NJC.
 7. Any questions concerning the interpretation of this scheme of conditions of service should be referred to the NJC Joint Secretaries.

SECTION 1 – FAIRNESS AND DIGNITY AT WORK

1. The NJC expects fire and rescue employers to set out and communicate the principles and strategies that are fundamental to developing an organisation which values all. These should encourage continuous improvement to identify and implement best practice.

In this context, the NJC strongly encourages fire and rescue employers to:

- a) develop equal opportunities and work/life balance in employment;
 - b) ensure that equality is a core principle that underpins service delivery, training and development opportunities and employment relations;
 - c) remove all unlawful discrimination; and
 - d) take a positive approach to the development of a diverse workforce.
2. In support of these principles the NJC affirms that:
 - a) employees should be afforded equal opportunities in employment irrespective of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex, sexual orientation or trade union membership. In Northern Ireland it is also unlawful to discriminate on the grounds of political opinion.
 - b) fire and rescue employers should ensure non-discriminatory practices prevail in all areas of employment and working practices including recruitment, training and assessment, development and selection; and
 - c) fire and rescue employers should take lawful positive action within their employment initiatives to achieve and maintain a workforce representative of the communities they serve.
 3. Employees have clear responsibilities actively to support their employer in creating a working environment free from unlawful discrimination, harassment or bullying. The NJC recommends that fire and rescue employer policies in this area should include clear statements on the standards of behaviour expected of individuals and that all employees are aware of their responsibilities to others.
 4. Fire and rescue employers, employees, managers and trade union representatives will need to work together to achieve these principles. A key element of which would be joint initiatives.
 5. Employers should take into account the need for trade union participation when deciding reasonable facilities for representatives in joint fairness and dignity at work initiatives.
 6. The NJC recognises that helping employees to reconcile work, family, caring and other responsibilities can be a key feature in making equal opportunities and work/life

balance a reality. The NJC welcomes flexible working procedures and encourages the adoption of job-sharing, part-time working and career break arrangements.

7. Employees have the right to expect their religious faith to be respected by both their employer and fellow employees. Fire and rescue employers should recognise that an employee's faith may require the wearing of specific forms of headwear or facial hair, and therefore will make every effort to provide appropriate personal protective equipment in such cases, mindful of legislative requirements. Employers may also wish to ensure that appropriate faith facilities, such as prayer rooms, are made available.
8. The requirement to attend residential training courses can pose particular difficulties for employees with family responsibilities. Fire and rescue employers are encouraged to consider alternative methods of delivering training and/or contributing in some way towards additional care costs incurred by employees, particularly where the parental income is such that hardship would otherwise arise.
9. Fire and rescue employers should introduce a voluntary register of employees' interests that invites employees to declare membership of any organisation that is not open to the public without formal membership and commitment of allegiance, and which has secrecy about rules or membership or conduct.
10. Further guidance on best practice on fairness and dignity at work may be issued by the NJC from time to time.

SECTION 2 - ROLES AND RESPONSIBILITIES

1. The roles of fire and rescue service employees are those defined within the Integrated Personnel Development System and set out in accredited occupational standards determined by an accreditation service, for example *Skills for Justice*. The roles used shall be as the fire and rescue employer considers necessary and specific activities within those roles will be determined by the employer to meet the local needs of the service based on risk.

Competence and pay

2. Rates of pay are based on defined stages of development leading to demonstration of competence in the employee's role. These stages are:

Training

For the roles of Firefighter and Firefighter (Control) the training stage is the point at which an employee is in full-time training and is not yet performing the role in its appropriate context. An employee in this position will receive the trainee rate of pay.

Development

The development stage is where an employee is working under supervision in the role and is being assessed against the different functions that make up that role. An employee at this stage, before demonstrating competence in the full requirements of the role, will receive the development rate of pay.

Competent

After all applicable functions have been assessed as having been achieved, the employee will have demonstrated "competence" in their role and will receive the appropriate competent rate of pay.

3. The time that it will take for an employee to demonstrate competence will depend on the specific requirements of employees, accessibility to assessment and the opportunities available. The basis of the approach is to tailor development to meet individual and organisational needs, so the progress of each individual must be considered in the context of these variables. It can, however, be reasonably expected that the majority of employees on any duty system should demonstrate competence within the following timescales:

Firefighter	Three years from entry to the service
All other roles	Eighteen months from entering the programme

4. The defined roles of employees are:

Firefighter	Firefighter (Control)
Crew Manager	Crew Manager (Control)
Watch Manager	Watch Manager (Control)
Station Manager	Station Manager (Control)
Group Manager	Group Manager (Control)
Area Manager	

5. Fire and rescue employers can use whichever roles they consider necessary. Specific activities within roles will be determined by the employer to meet the local needs of the service based on its Community/Integrated Risk Management Plan. The rates of pay for the training (in the case of Firefighter and Firefighter (Control)), development and competent stages for each role are set out in circulars issued by the NJC.
6. The units of competence that form each of these roles are laid down in the NJC document – Fire and Rescue Services Rolemaps. Fire and rescue authorities can require any reasonable activity to be carried out by an individual employee within their role map. These role maps reflect fire and rescue service responsibilities incorporated into local Community/Integrated Risk Management Plans in order to:
 - Apply a risk-based approach to fire cover and to all its activities in deciding how best to use its resources.
 - Focus on reducing the level of fire and other emergencies.
 - Develop and maintain effective partnerships with a range of agencies in the public, private and voluntary sectors where these can deliver cost-effective improvements in community safety.
 - Adopt safe systems of working to secure the health and safety of both its staff and the general public.
 - Minimise the impact of the incidents it attends and of its response at those incidents on the environment.
7. As with all other units in a role map, a fire and rescue employer can require an employee to carry out driving duties. Where the fire and rescue employer does not require an employee to drive or, for genuine reasons, the employee is unable to drive, they shall be regarded as competent in the role subject to having demonstrated competence in all other applicable functions in the role map.

SECTION 3 - CONDITIONS OF SERVICE FRAMEWORK

PART A - HOURS OF DUTY AND DUTY SYSTEMS

1. All working arrangements will operate on the basis that employees will undertake the duties appropriate to their role and be deployed to meet the requirements of the fire and rescue employer's Community/Integrated Risk Management Plan. This may include a requirement to work at different locations. Full-time and part-time employees on any duty system are free to undertake retained duties where appropriate.
2. The conditions of service of part-time employees will be the same as those of full-time employees (pro-rata where appropriate) unless otherwise stated.
3. Duty systems will need to meet the requirements of the fire and rescue employer's Community/Integrated Risk Management Plan. Any proposed system should be discussed with the recognised trade unions and be based on the following principles:
 - (1) Basic working hours should average forty-two per week (inclusive of three hours of meal breaks in every twenty-four hours) for full-time employees. Hours of duty should be pro-rata for part-time employees.
 - (2) There should be at least two periods of twenty-four hours free from duty each week.
 - (3) It should comply with all relevant legislation, including the Working Time Regulations 1998, and Health, Safety and Welfare at Work legislation.
 - (4) It should have regard to the special circumstances of individual employees and be family friendly.
4. Where, following discussion there is no agreement between the fire and rescue employer and recognised trade union over a proposed duty system (and it does not accord with the principles of any of the existing national duty systems at paragraphs 7 to 16 below) the difference can be referred by either party to the NJC's Technical Advisory Panel. The Panel will be chaired by an Independent Expert (appointed on a three-yearly basis by the NJC), who will be assisted by the Joint Secretaries.
5. The Panel will seek to broker an agreement between the parties, but where that is not possible it will make recommendations. The Panel's recommendations will ensure that the duty system follows the four principles set out at paragraph 3 above and is compatible with the deployment of resources that the fire and rescue employer has determined is necessary to implement its Community/Integrated Risk Management Plan. This process will be concluded within one month of reference to the Panel, or longer with the agreement of the parties. The parties will decide their responses to any recommendations from the Panel within fourteen days of receipt.

Existing national duty systems

6. The following duty systems shall continue to operate until replaced or supplemented locally by new systems under the terms of paragraphs 3 to 5 above.

Shift duty system

7. The hours of duty of full-time employees on this system shall be an average of forty-two per week. The hours of duty of part-time employees shall be pro-rata. The rota will be based on the following principles:
 - (1) Each period of twenty-four hours shall be divided into a day shift and a night shift.
 - (2) The night shift shall not be less than twelve hours.
 - (3) There shall be at least two complete periods of twenty-four hours free from duty each week.
 - (4) Leave days shall change week by week in a regular progressive manner.
 - (5) No rota system shall include continuous duty periods of twenty-four hours.
 - (6) Three hours shall be specified for meal breaks in every twenty-four hours. The timing of these periods is at the discretion of the employer. Account shall be taken of meal breaks interrupted by emergency calls.

See explanatory note at Appendix C.

Day-crewing duty system

8. The hours of duty of full-time employees on this system shall be an average of forty-two per week. The hours of duty of part-time employees shall be pro-rata. The rota will be based on the following principles:
 - (1) An average of thirty-five hours per week shall be worked at the station.
 - (2) An average of seven hours per week shall be on standby at home. Employees are required to respond to any emergency call received during this standby period.
 - (3) Employees on this system may be requested to undertake retained duties outside the hours at (1) and (2).
 - (4) There shall be at least two complete periods of twenty-four hours free from any duty each week.
 - (5) One hour per day shall be specified as a meal break. Account shall be taken of meal breaks interrupted by emergency calls.

Day duty system

9. The hours of duty of full-time employees on this system shall be an average of forty-two per week. The hours of duty of part-time employees shall be pro-rata. The rota will be based on the following principles:
 - (1) The normal working day shall cover the period of normal office hours.
 - (2) There shall be nine working days per fortnight, which shall fall on Mondays to Fridays.
 - (3) One hour per day shall be specified as a meal break.
 - (4) Where work (such as lectures and inspections of clubs) must necessarily be undertaken outside the normal working day, equivalent time off in lieu should be given during the normal working day.

Flexible duty system

10. This duty system applies only to employees in the roles of Station Manager and above.
11. The hours of duty of full-time employees on this system shall be as set out in paragraph 12 below. The hours of duty of part-time employees shall be pro-rata. Employees on this system shall perform two types of duty:
 - (1) Managerial duty, which is rostered for operational command, managerial, supervisory and/or specialist duties appropriate to the employee's post (managerial duty is also known as 'positive hours').
 - (2) Standby/call-out duty, which is rostered so that the employee is available on call for the urgent performance of managerial duty and to perform those duties if called upon.
12. The rota will be based on the following principles:
 - (1) The sum of the rostered managerial duty hours and the rostered standby/call-out duty hours, the latter divided by four, shall be forty-eight per week on average over a cycle not exceeding eight weeks.
 - (2) No rota shall contain more than five consecutive periods of twenty-four 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 twenty-four 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 twenty-four 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 one meal break in each period of twenty-four hours will be treated as a period of managerial duty).
 - (6) Travelling time to or 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 forty-two per week.
 - (9) The sum of the weekly hours of both types of duty shall not exceed seventy-eight on average.
13. An employee on the flexible duty system may:
 - (1) in exceptional circumstances, be allowed periods of 'short leave' during which they may be completely detached from duty, out of touch and beyond recall, subject to the approval of their line manager, which shall not unreasonably be withheld; and
 - (2) have freedom of movement, during periods of standby/call-out duty, in and around the area within which their normal duties are performed and subject to the arrangements for them to be notified of incidents occurring within their standby/call-out area.

14. An employee on the flexible duty system shall be notified of the geographical area within which they will be required to be based for the performance of standby/call-out duty.
15. Transfer onto the flexible duty system will be voluntary. In view of the pension implications, employees will not be transferred from the flexible duty system against their will, except as a result of a disciplinary reduction in role to a level where there are no posts in that fire and rescue service on the flexible duty system.

Retained duty system

16. The hours of availability of employees on this duty system shall be agreed between the fire and rescue employer and individual employees. An employee on this duty system shall be required to attend for duty as follows:
 - (1) At the station to which the employee is attached for training, development and maintenance duties for an average of two hours per week (or three hours at the discretion of the fire and rescue employer).
 - (2) Promptly at the station to which the employee is attached in response to an emergency call at any time during the employee's period of availability.
 - (3) At any incident or other occurrence or at any other station for standby duties during the employee's period of availability.

Volunteers

17. The duties and hours of availability of volunteers carrying out operational firefighting duties shall be agreed between the fire and rescue employer and individual volunteers.

PART B - PAY

Rates of pay

1. Rates of pay are set out in circulars issued by the NJC.
2. The pay entitlement of an individual employee shall be determined by:
 - (1) The employee's role.
 - (2) Whether the employee is in the training (for the roles of Firefighter and Firefighter (Control), development or competent stage for their role.
 - (3) Whether, for roles above Crew Manager and Crew Manager (Control), the employee is in the A or B job-size category.

Flexible duty system supplement

3. An employee on the flexible duty system shall be paid a pensionable supplement of 20% of basic pay.

Continual Professional Development Scheme (CPD)

4. Firefighters are eligible to apply for Continual Professional Development (CPD) payments details of the scheme are contained in appendix D. The levels of CPD payment applicable in fire and rescue services are set out in circulars issued by the NJC.

Retained duty system payments

5. The payments at paragraphs 6 to 16 below apply to employees on the retained duty system.

Annual retainer

6. Subject to meeting the requirements at paragraph 16 of Part A of this section, an employee shall be paid the annual retainer. The annual retainer for an employee providing full cover (which is defined as cover of at least 120 hours per week) is 15% of the appropriate annual basic pay.
7. Where an employee provides cover for less than 120 hours per week the following bands may be applied:

Up to and including 30 hours per week,	5%
from 31 hours per week and up to and including 60 hours per week,	7.5%
from 61 hours per week and up to and including 90 hours per week,	10%
from 91 hours per week and up to and including 119 hours,	12.5%

8. The annual retainer for an employee providing cover as part of the day-crewing duty system shall be 5% of the employee's full-time annual basic pay.

9. Where an employee fails to attend at the station to which they are attached for training, development and maintenance duties the annual retainer may be reduced proportionately.

Disturbance payment

10. An employee who is called out to an incident and reports promptly to the station shall receive the disturbance payment set out in circulars issued by the NJC.

Payment for work activity

11. All work activity shall be paid at the appropriate basic hourly rate set out in circulars issued by the NJC. Work activity includes those duties at paragraph 16 of Part A of this section together with any other pre-arranged work undertaken by the employee.
12. An employee who has been called out to an emergency incident and forms part of the crew shall receive a minimum of one hour's pay. Where the employee remains on duty for more than one hour and fifteen minutes, they shall receive two hours' pay. Where the employee remains on duty for more than two hours, they shall then be paid for complete periods of fifteen minutes.
13. An employee who has been called out to an emergency incident but does not form part of the crew shall receive a minimum of half an hour's pay. Where the employee remains on duty for more than one hour and fifteen minutes, they shall receive two hours' pay. Where the employee remains on duty for more than two hours, they shall then be paid for complete periods of fifteen minutes.

Compensation for remuneration lost

14. A fire and rescue employer may compensate an employee for remuneration lost from their usual occupation where, because of the peculiar circumstances of that occupation, their retention on duty beyond a certain time involves a loss disproportionate to the time that they were retained.

Attendance at training centres

15. An employee who is required to attend a course at a training centre shall receive the appropriate basic weekly rate of pay in respect of each week of the course, pro-rated as appropriate. For the avoidance of doubt, the appropriate basic weekly rate of pay for an employee working on the retained duty system will be the same basic weekly rate of pay as a wholetime employee in the same role.
16. Where the employee incurs a loss of remuneration from their usual occupation that exceeds the amount payable under paragraph 14, they shall be paid the amount of such excess, subject to the total payment not exceeding the maximum basic weekly rate for a Station Manager.
17. These provisions also apply to volunteers who undertake operational firefighting duties.

Employees on the day-crewing duty system who undertake retained duties

18. An employee on the day-crewing duty system who undertakes retained duties shall be paid an annual retainer of 5% of their full-time annual basic pay together with the disturbance and work activity payments at paragraphs 11 to 13 above.

Volunteer firefighters

19. A volunteer carrying out operational firefighting duties shall be paid at the appropriate basic hourly rate set out in circulars issued by the NJC.

Acting up and temporary promotion

20. An employee who is required to undertake the duties of a higher role shall be paid the basic hourly rate for the development phase of that role. If the employee has demonstrated competence in the higher role payment will be at the competent rate.
21. For wholtime employees the payment shall be for a minimum of one shift.
22. For retained duty system employees who are required to undertake the duties of a higher role for an operational incident payment shall be for:
- (1) the full duration of that attendance; and
 - (2) the full duration of any further attendance (whether or not the employee is required to undertake the duties of a higher role), up to the expiry of the period of continuous cover being provided, subject to that period not exceeding 24 hours from the commencement of the attendance referred to in (1) above.
23. Further in respect of retained firefighters undertaking the duties of a higher role for any pre-defined period, such as duties referred to in paragraph 16(1) of Part A of this section, payment shall be made in respect of that period only.
24. It is necessary for an employee who acts up or is temporarily promoted to have:
- (1) demonstrated competence in their current role;
 - (2) demonstrated the potential to develop beyond their current role; and
 - (3) successfully completed the relevant assessment process for the higher role.

Additional responsibility allowance

25. An employee may be paid an allowance or allowances to reward additional skills and responsibilities that are applied and maintained outside the requirements of the role but within the job function. Payments will be based on the requirements of the fire and rescue employer's Community/Integrated Risk Management Plan and may include payment for skills shortages where these are directly applicable to the delivery of the Community/Integrated Risk Management Plan.

26. The maximum payable to any individual employee will be determined locally. Additional responsibility payments are temporary and non-pensionable and may be withdrawn following reasonable notice from the fire and rescue employer.

Overtime

27. Payment for overtime applies to employees in the roles of Watch Manager and below (and, in the case of casual overtime, to Station Managers not on the flexible duty system) and shall be at time and a half, or double time on a public holiday. An employee who requests it may be granted time off in lieu at the appropriate enhanced rate, subject to the exigencies of the service, rather than receive overtime payment.
28. Overtime rates of pay apply to employees on the retained duty system only where they work in excess of forty-two hours in a seven-day period.

Pre-arranged overtime

29. Employees are free to volunteer to work pre-arranged overtime for no more than twenty-four hours per month, averaged over a six-month period.
30. Pre-arranged overtime will not be used to make up any planned shortfall in the overall staffing levels set out in the fire and rescue employer's Community/Integrated Risk Management Plan.
31. Part-time employees will be entitled to enhanced overtime rates only at those times and in those circumstances that full-time employees would qualify.
32. The arrangements for the application of pre-arranged overtime shall be the subject of consultation between the fire and rescue employer and recognised trade unions.

Casual overtime

33. An employee who works overtime as a result of a requirement to remain on duty at an operational incident shall be paid as follows:
- (1) Each period of overtime shall be treated separately.
 - (2) No payment shall be made for any period less than fifteen minutes.
 - (3) A period of fifteen minutes or more and up to one hour shall be treated as one hour.
 - (4) Where the period exceeds one hour, payment shall be made for complete periods of fifteen minutes.
34. Where an employee on the flexible duty system is detained at an operational incident beyond their normal rostered duty time and requests compensatory time off in lieu that request shall not unreasonably be refused.

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

35. Recall to duty to assist at a serious incident shall be on a voluntary basis and in line with arrangements determined locally following consultation between the fire and rescue employer and recognised trade unions.

36. An employee who is recalled to duty shall be paid for a minimum of three hours. Employees in the role of Group or Area Manager shall be paid at the maximum rate applicable to a Station Manager. Where the period of recall exceeds three hours payment shall be made for complete periods of fifteen minutes. All payments shall be at double time.

PART C - LEAVE

General

1. The leave year shall run from 1st January to 31st December. The timing of all leave shall be subject to the exigencies of the service.

Annual leave for employees not on the retained duty system

2. The paid annual leave entitlement for full-time employees is set out below. The entitlement for part-time employees shall be pro-rata.

	Scale A	Scale B	Long service
Area Manager	35 days	2 days	3 days
Group Manager	28 days	5 days	3 days
Group Manager (Control)			
Station Manager			
Station Manager (Control)			
Watch Manager	25 days	5 days	3 days
Watch Manager (Control)			
Crew Manager			
Crew Manager (Control)			
Firefighter			
Firefighter (Control)			

Scale A leave

Off-duty days that fall within a period of annual leave count as scale A leave.

See Appendix B for protected leave entitlement for former Station Officers.

Scale B leave

Scale B leave may be taken at the request of the employee on any duty day, including successive days, subject to the exigencies of the service.

Long-service leave

Long-service leave applies to employees who, at the start of the leave year, have at least five years' continuous full-time or part-time service under this scheme of conditions of service. (Previous service on the retained duty system prior to becoming a full-time or part-time employee shall be included on the basis of three years counting as one year's full-time or part-time service and six years counting as two years' full-time or part-time service.) Long-service leave may be taken at the request of the employee on any duty day, including successive days, subject to the exigencies of the service.

Annual leave for employees on the retained duty system

3. The paid annual leave entitlement is four weeks, or five weeks for an employee who, at the start of the leave year, has at least five years' continuous service on the retained duty system. A week's leave means a period of seven consecutive days free from duty. The taking of such leave in part weeks or individual days shall be a matter for agreement between the fire and rescue employer and recognised trade unions.
4. While the timing of leave is subject to the exigencies of the service, any request to take leave at the same time as the employee's usual employer requires them to take leave should not unreasonably be refused.
5. Periods of annual leave should be disregarded when assessing an employee's compliance with their contractual obligations under the retained duty system.
6. A week's pay during a period of annual leave shall be the average weekly wage as defined in Appendix C.

General provisions regarding annual leave

7. Leave not taken during the leave year shall be forfeited except that the employee may, at the discretion of the fire and rescue employer, take all or part of the outstanding leave by 31st March of the following year. In the eventuality that an employee is prevented from taking their statutory entitlement to annual leave under the Working Time Regulations, because they were on a period of sickness absence or statutory leave, then this period may be extended.
8. An employee may anticipate annual leave on the understanding that if they voluntarily leave before the end of the leave year, any leave taken in excess of their proportionate entitlement may be treated as unpaid leave and pay adjusted accordingly.
9. The leave entitlement of an employee who joins or leaves a fire and rescue employer, or attains five years' continuous service, during the leave year shall be proportionate to the employee's service in that year.
10. Payments in lieu of any leave accrued but not taken in the current leave year shall be made in cases of termination of employment. In the case of death this amount shall be paid into the employee's estate.
11. Maternity leave shall be regarded as service for the purpose of calculating annual leave entitlement.

Public holiday leave

12. Employees in England, Wales and Northern Ireland shall, subject to the exigencies of the service, be entitled to a day's leave on the following public holidays:

Good Friday
Easter Monday
Spring Bank Holiday
First Monday in May

Late Summer Holiday
Christmas Day
26th December
New Year's Day

13. For employees who work on a shift system, or the retained duty system, Christmas Day, 26th December, and New Year's Day will be treated as public holidays on whichever days of the week they fall, irrespective of alternative days announced by the Government.
14. For employees who normally work on a rota that does not include weekend working, whenever any or all of Christmas Day, 26th December or New Year's Day falls on a Saturday or Sunday, the alternative public holidays announced by the Government will apply.
15. Employees in Scotland shall, subject to the exigencies of the service, be entitled to a day's leave on the following days:
- New Year's Day
 - First Monday in May
 - Local Autumn Holiday
 - Christmas Day
- and four other days determined by the employer in consultation with the recognised trade unions.
16. Paragraphs 13 and 14 apply to employees in Scotland insofar as Christmas Day and New Year's Day are concerned.

Public holiday arrangements for employees not on the retained duty system

17. For the purposes of paragraphs 18 to 24 below a public holiday means the period of twenty-four hours from midnight to midnight.
18. An employee in the role of Station Manager or below (but not on the flexible duty system) who is required to work on a public holiday shall be paid at double time for those hours (which shall not be pensionable) and be granted a day's leave in lieu.
19. An employee in the role of Station Manager on the flexible duty system who is required to work on a public holiday shall be granted one and a half days' leave in lieu.
20. An employee in the role of Group or Area Manager who is required to work on a public holiday shall be granted a day's leave in lieu.
21. An employee whose off-duty day is on a public holiday, or who is on annual leave or ordinary maternity leave, shall be granted a day's leave in lieu.
22. An employee who is on sick leave on a public holiday shall be deemed to be on public holiday leave and shall not be granted a day's leave in lieu.
23. The days in lieu referred to at paragraphs 18 to 21 above should be taken within twelve months of the public holiday. A day's leave in lieu means one shift off duty for each

shift worked. Days in lieu may be taken at the request of the employee on any duty day, including successive days, subject to the exigencies of the service.

24. Payments in lieu of any lieu days accrued in the previous twelve months but not taken shall be made in cases of termination of employment. In the case of death this amount shall be paid into the employee's estate.

Public holiday arrangements for employees on the retained duty system

25. An employee in the role of Station Manager or below (but not on the flexible duty system) who is required to work on a public holiday shall be paid double the disturbance and activity payments at Part B paragraphs 10 to 13 of this Section (which shall not be pensionable).
26. In addition, the employee shall be granted a day's leave in lieu in respect of which the employee shall not be required for duty and shall receive 1/7th of their average weekly wage. Average weekly wage shall have the meaning given to it in Appendix B, paragraph C. A volunteer carrying out operational firefighting duties shall be paid at double the appropriate hourly rate.

End-of-course leave

27. Fire and rescue authorities should put in place reasonable arrangements for paid leave for employees returning from a residential training course, including retained duty system employees. The amount of leave should have regard to:
- (1) the length of the course (including travel time).
 - (2) the nature of the course; and
 - (3) the employee's working pattern.

Trade union facilities

28. The NJC has a strong commitment to joint consultation and negotiation. Fire and rescue authorities shall therefore provide officials of recognised trade unions, regardless of which duty system they work under, with reasonable facilities necessary for them to carry out their trade union duties, including paid leave to attend meetings of the NJC and other relevant fire and rescue service national committees.
29. Where a part-time employee (including an employee on the retained duty system) attends a joint consultative or negotiating meeting outside of their normal working time the time spent at the meeting should be paid or time off in lieu granted. Where a retained duty system employee attends such a meeting and receives payment instead of time off in lieu they shall be paid at the appropriate basic hourly rate for their role.

Leave for public duties

30. Paid leave shall be granted to employees (including an employee on the retained duty system where they would otherwise have been providing retained cover at that time) undertaking jury service and, in appropriate cases, serving on public bodies or

undertaking public duties. Where an allowance is payable for loss of earnings this should be claimed by the employee and repaid to the fire and rescue employer.

Special leave

31. Additional special leave with or without pay beyond the specific provisions of this section may be granted in special circumstances (such as compassionate reasons) at the discretion of the fire and rescue employer.

Maternity provisions

The following section uses the terms 'woman' and 'mother' and includes all people who are due to or have given birth, including trans and non-binary people.

1. As equal opportunities employers, fire and rescue employers acknowledge that more and more women are coping with the responsibilities of work and home. To this end employers are committed to creating a positive working environment in which all employees are respected, provided with progression opportunities and can make the most of their abilities within a team.
2. Pregnant employees should expect to be treated in a way that is sensitive to their circumstances and should not in any way be singled out for inferior treatment. Pregnancy should be regarded as part of everyday life and any health and safety implications can be adequately addressed by the usual procedures for the management of health and safety.
3. Nothing in the following provisions, which are minima that may be enhanced locally, should be construed as providing anything less favourable than statutory rights.

Obligations on the employer

4. Fire and rescue employers should have in place policies that reflect these provisions and any local enhancements. Copies of such policies should be openly available to employees.
5. Pregnant employees and new mothers have a statutory entitlement not to be exposed to risks that could harm either themselves or their unborn child. Fire and rescue employers are reminded that:
 - (1) *The Workplace (Health, Safety and Welfare) Regulations 1992 require employers to provide, suitable rest facilities for pregnant employees and nursing mothers. This is expanded upon in the [Health and Safety Executive: Protecting pregnant workers and new mothers](#).*
 - (2) *The Management of Health and Safety at Work Regulations 1999 require employers to carry out a risk assessment in respect of new or expectant mothers. Temporary adjustments in working arrangements may be required as a result.*
6. Fire and rescue employers are advised that, when pregnancy is suspected, medical advice should be sought immediately as to whether the employee can continue to perform their current duties. If a point is reached where their doctor advises that they can no longer perform their current duties, or work their current pattern of hours, the employee should be consulted immediately over appropriate changes. In either case they shall continue to receive their normal pay (for employees on the retained duty system this shall be calculated in accordance with appendix C). Similarly, on their return to work following the birth and maternity leave, there may be a period during which a change in duties or pattern of working hours would be appropriate, again depending on medical advice, in which case the employee's normal pay would continue to apply.

7. Pregnant employees will normally remain on their watch, or in their department, unless this is deemed inappropriate following an individual risk assessment.
8. On receipt of the employee's notification of the intended date of commencement of maternity leave, the fire and rescue employer shall, within twenty-eight days, inform the employee of the day on which the maternity leave period will cease and of the date of return to work.
9. Contractual benefits such as mobile phones where personal use is permitted and car allowances that are paid under the scheme of conditions of service will continue during maternity leave.

Obligations on the employee

10. In order to maximise the effectiveness of health protection through an individual risk assessment an employee should notify the fire and rescue employer as soon as possible after they become aware of the pregnancy. In any event, an employee shall notify the fire and rescue employer at least twenty-one days before their absence begins or as soon as is reasonably practicable:
 - (1) That they are pregnant and the expected week of childbirth (EWC). The fire and rescue employer may ask the employee to produce a certificate from a registered medical practitioner or a certified midwife stating the EWC.
 - (2) The date that their absence will commence, in writing if requested by the fire and rescue employer.
 - (3) That they intend to return to work, if that is the case. The employer may ask for this to be confirmed in writing. (This provision applies only to employees who qualify under paragraph 21 below).
11. As the pregnancy develops the employee should inform the fire and rescue employer, in writing if required, of any advice or recommendations received from their doctor. This may include advice that should be considered as part of the individual's risk assessment, such as night work being inadvisable for health and safety reasons.

Ante-natal care

12. Pregnant employees are entitled to paid time off to attend for ante-natal care, including relaxation and parentcraft classes. The fire and rescue employer may request evidence of appointments.
13. Where an employee has a qualifying relationship with the pregnant woman, or the expected child, they are entitled to unpaid time off of up to six and a half hours on no more than two occasions to accompany the pregnant woman to an ante-natal appointment. The fire and rescue employer may request a signed declaration from the employee to verify the application. This provision applies to:
 - (1) the husband or wife or civil partner of the pregnant woman.
 - (2) the partner, including same sex partners, who live with the woman.
 - (3) the father of the expected child.

- (4) a parent of the expected child by virtue of section 42 or 43 of the Human Fertilisation and Embryology Act 2008 (HEFA) (same-sex partner treated as parent in case of assisted reproduction); or
- (5) a potential applicant for a parental order under section 54 of HFEA in respect of the expected child (surrogacy cases).

14. Fire and rescue employers may wish to give sympathetic consideration, subject to the exigencies of the service, to reasonable time off for partners to attend ante-natal relaxation and parentcraft classes.

Maternity leave

- 15. All employees shall be entitled to twenty-six weeks' ordinary maternity leave and twenty-six weeks' additional maternity leave, providing a right to one year's maternity leave in total, (the maternity leave period).
- 16. Maternity leave shall commence no earlier than eleven weeks before the EWC. Where maternity leave has not commenced by the time of the birth it shall start on the day following the birth.
- 17. Additional maternity leave commences on the day following the last day of ordinary maternity leave.

Keeping in touch days

- 18. Employees on maternity leave can return to work on a voluntary basis during their maternity leave for a maximum of ten days. These days are known as Keeping in Touch or KIT days. Employees who attend work should receive their normal hourly pay for any hours worked on a voluntary KIT day in addition to their Statutory Maternity Pay (SMP) for that week. Any such work must be by agreement between the employer and the employee.
- 19. Mileage and subsistence will be paid in accordance with local practice if KIT days take place away from the employee's usual workplace.

Maternity pay

- 20. An employee who has less than a year's continuous local government service at the beginning of the eleventh week before the EWC shall receive their entitlement to Statutory Maternity Pay (SMP).
- 21. An employee who has completed at least a year's continuous local government service at the eleventh week before the EWC shall be entitled to the following:
 - (1) For the first six weeks of absence, full pay offset against SMP, or Maternity Allowance (MA) for employees not eligible for SMP.
 - (2) (a) Where they have declared an intention to return to work, a further twenty weeks at full pay offset against SMP, or Maternity Allowance (MA) for employees not eligible for SMP. Then, SMP (if eligible) for the subsequent thirteen weeks.

(b) Where they do not intend to return to work, SMP (where eligible) for the subsequent thirty-three weeks (following on from the provision set out in 21(1)).

- (3) Payments under (2)(a) shall be on the understanding that the employee shall return to work for at least three months, which may be varied by the fire and rescue employer on good cause being shown. In the event of them not returning to work, the fire and rescue employer may require them to refund all, or part of the payments made. Payments made to the employee by way of SMP are not refundable.

Right to return to work

22. Subject to paragraph 23 below, the employee shall have the right to return to the job in which they were employed under their original contract of employment and on terms and conditions not less favourable than those that would have been applicable if they had not been absent. For this purpose, 'job' means the nature of the work that they are employed to do and the capacity and place in which they are employed.
23. Where it is not practicable by reason of redundancy for the employer to permit an employee to return to their work as defined in paragraph 22 above, the employee 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 them and appropriate to the circumstances, and that the capacity and place in which they are to be employed and their terms and conditions of employment are not substantially less favourable than if they had been able to return to the job in which they were originally employed.
24. Suitable alternative employment may also be offered if exceptional circumstances other than redundancy (such as a general reorganisation), which would have occurred if the employee had not been absent, necessitate a change in the job in which they were employed prior to their absence. The work to be done should be suitable to them and appropriate to the circumstances and the capacity and place in which they are to be employed and their terms and conditions of employment should not be less favourable than if they had been able to return to the job in which they were originally employed.

Return to work before the end of maternity leave

25. An employee shall notify the fire and rescue employer, in writing if requested, at least twenty-one days before they intend to return to work, if this is before the end of their maternity leave. This notice period may be reduced with the consent of the employer.
26. Any further change of the return-to-work date can only be made where more than eight weeks' notice of the intended date of return has been provided in the first place:
- a) Where the new date is before the previously provided return to work date an employee must give a fire and rescue service eight weeks' notice of the new date.
 - b) Where the new date is later than the original or previously notified date the fire and rescue service requires eight weeks' notice prior to the original or previously notified return date.

These notice periods may be reduced with the consent of the employer.

27. If an employee returns to work before the end of the maternity leave period without having provided the necessary notice under paragraphs 25 or 26 above, the fire and

rescue employer may postpone their return to a date that will ensure that the employer has received the relevant notice, or to the end of the maternity leave period if that is sooner.

28. Where, because of an interruption of work (whether due to industrial action or some other reason), it is unreasonable to expect an employee to return at the end of their maternity leave or on the date notified under paragraphs 25 or 26 above, they may instead return when work resumes or as soon as reasonably practicable thereafter.

29. An employee should attend a health check with the occupational health unit before returning to operational firefighting duties.

Relationship with sickness, leave and public holidays

30. Maternity leave will not be treated as sick leave and therefore, will not be taken into account in calculating sick leave entitlement.

31. An employee who is unable to return to work on the expected date due to sickness will still be regarded as having returned to work. The sickness should be notified and certified in the same way as any other period of sickness under paragraph 21 of Section 4 Part B.

32. Maternity leave shall be regarded as service for the purpose of calculating annual leave entitlement.

33. An employee who is on ordinary or additional maternity leave on a public holiday shall be granted a day's leave in lieu of that public holiday.

Premature birth

34. Where a baby is born prematurely the fire and rescue employer should consider the case on its merits and use its discretion to take any appropriate action, which may include extending maternity leave.

Death or still birth of a child

35. These maternity provisions continue to apply where a baby dies or is stillborn after twenty-four weeks' pregnancy. Where a miscarriage occurs before twenty-four weeks the fire and rescue employer should give sympathetic consideration based on the individual circumstances and grant special leave or sick leave as appropriate. The employer's decision should have regard to the needs of the employee and medical opinion.

Definition of a week's pay

36. For employees not on the retained duty system a week's pay means the amount payable to the employee under the current contract of employment for working their normal hours in a week.

37. For employees on the retained duty system a week's pay during a period of maternity leave shall have the meaning given to it in Appendix C.

Definition of childbirth

38. Childbirth means the birth of a living child or a stillbirth after a pregnancy lasting at least twenty-four weeks.

Maternity support leave (incorporating paternity leave)

39. An employee who is the child's father, the expectant mother's spouse or partner or the expectant mother's nominated carer shall be entitled to a week's paid maternity support leave (which shall equate to seven consecutive days free from duty). 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.

40. An employee who has at least twenty-six weeks' continuous local government service at the fourteenth week before the EWC shall in addition be entitled to a further week's leave (to be taken immediately following the first week). Where eligible this will be paid in accordance with Statutory Paternity Pay (SPP).

41. These provisions also apply to an adoptive mother or father who is not taking adoption leave.

42. Pay for maternity support leave shall be offset by SPP where applicable.

Adoption leave

43. An employee who meets the following criteria is entitled to up to twenty-six weeks' ordinary adoption leave followed by up to twenty-six weeks' additional adoption leave providing a right to one year's adoption leave in total (the adoption leave period):

- (1) The employee has been newly matched with a child for adoption by an adoption agency.
- (2) The employee has at least twenty-six weeks' continuous local government service ending with the week in which they are notified they have been matched with a child for adoption.
- (3) Where a couple is adopting jointly, the employee is the adoptive parent (mother or father) chosen by the couple to take adoption leave.

44. An employee who has been notified by an adoption agency that a child is to be placed for adoption with them and has elected to be the partner receiving paid leave, is entitled to take paid time off during their working hours to attend appointments such as having contact with the child or meeting with the child's social worker or current carer, up to the date of the placement of the child. Where a couple are adopting jointly, the remaining partner is entitled to take unpaid time off. The employee taking paid time off can be asked to sign a declaration that they have exercised the right to paid time off.

45. Where, under paragraph 44 above, leave is to be taken by the employee who has elected to be the partner receiving paid leave, they are entitled to take paid time off of

up to six and a half hours on up to five occasions. This limit applies irrespective of the number of children being adopted as part of the same arrangement. Appointments must have been made by or at the request of the adoption agency. The fire and rescue employer can ask the employee to provide a document showing that this is the case and giving details of the date and time of the appointment.

46. The provisions in paragraphs 43, 44 and 45 above apply to local authority foster parents who have been approved as prospective adopters and are notified that a child is to be placed with them under section 22C of the Children Act 1989. If, during the placement, the foster parents are subsequently notified by an adoption agency that the child is to be placed with them for adoption, this does not give rise to a further right to time off to attend adoption appointments.
47. During the first week of adoption leave the employee will be entitled to full pay, offset by Statutory Adoption Pay (SAP). For the following thirty-eight weeks of the adoption leave period the employee will be entitled to SAP if eligible.
48. Leave may commence from either the date of the child's placement (whether this is earlier or later than expected) or a fixed date that can be up to fourteen days before the expected date of placement.
49. The employee shall notify the fire and rescue employer of their intention to take adoption leave within seven days of being notified by the adoption agency that they have been matched with a child for adoption unless that is not reasonably practicable. The notification must state when the child is expected to be placed with the employee and when the employee wants the adoption leave to start.
50. The employee must advise the fire and rescue employer at least twenty-eight days in advance if they wish to alter the adoption leave start date.
51. The fire and rescue employer will respond to the employee within twenty-eight days of receiving their leave plans, setting out the date on which the employer expects the employee to return to work if the full entitlement to adoption leave is taken.
52. The employee must provide documentary evidence of the adoption where requested by the fire and rescue employer and of their entitlement to SAP.
53. An employee who intends to return to work at the end of their full adoption leave entitlement is not required to give any further notification to the fire and rescue employer.
54. An employee who wishes to return to work before the end of the adoption leave period must give twenty-eight days' notice to the fire and rescue employer. If such notice is not provided the employer may postpone the return until twenty-eight days from the notice being received, or to the end of the adoption leave period, if sooner.
55. Contractual benefits such as mobile phones where personal use is permitted and car allowances that are paid under this scheme of conditions of service will continue during adoption leave.

56. Employees on adoption leave can return to work on a voluntary basis during their adoption leave for a maximum of ten days. These days are known as Keeping in Touch or KIT days. Employees who attend work should receive their normal hourly pay for any hours worked on a voluntary KIT day, this can be offset against Statutory Adoption Pay (SAP) for that week. Any such work must be by agreement between the employer and the employee.
57. Mileage and subsistence will be paid in accordance with local practice if KIT days take place away from the employee's usual workplace.
58. Employees who are seeking to adopt a child with a partner and have not elected to be the partner receiving paid leave, shall be entitled to receive paid leave for the first meeting with the child.'

Parental leave

59. An employee who has successfully completed initial training (or has at least a year's service if that is sooner) and who is one of the following shall be entitled to up to eighteen calendar weeks' unpaid parental leave in parts or in a block following the birth or adoption of a child:
 - (1) The mother of the child.
 - (2) The father of the child if they were married to the mother at the time of birth or is registered as the child's father.
 - (3) The father (if not covered by (2)) if they have acquired parental responsibility under the Children Act 1989 or Children (Scotland) Act 1985. This is done either by a court order or an agreement between the mother and father that complies with legal requirements.
 - (4) A guardian appointed under Section 5 of the Children Act 1989.
 - (5) An adoptive parent.
 - (6) Any other nominated carer where the fire and rescue employer is satisfied that that person is taking parental responsibility.
 - (7) A stepparent if they have acquired parental responsibility under the Children Act 1989 either through a court order or an agreement between the mother (or mother and father) and the stepparent which complies with certain legal requirements.
 - (8) A special guardian as referred to in section 14C of the Children Act 1989.
 - (9) Any other person who has or expects to have parental responsibility for a child under the Children Act 1989.
60. The employee must give the fire and rescue employer reasonable notice (a minimum of twenty-one days) when leave is to be taken.
61. Where there are pressing operational reasons the fire and rescue employer may postpone parental leave for no longer than six months from the start of the period requested. (Pressing operational reasons include circumstances where a replacement cannot be found during the notice period for a post that has to be filled or where a significant number of employees have applied for parental leave at the same time). Where the employer requires such postponement, the situation should firstly be discussed with the employee. The employee must then be advised, in writing, no later than seven days after giving notice to take leave, of the reason for the postponement and the new dates for leave. The length of leave should be equivalent

to the employee's original request. If no agreement can be reached after consultation the employer will determine the appropriate dates. Leave cannot be postponed where the employee has given twenty-one days' notice prior to the beginning of the EWC to take the leave immediately after the birth. In the case of adoption, leave cannot be postponed (except in exceptional circumstances) where the employee has given twenty-one days' notice of the expected week of placement.

62. The periods during which leave must be taken are:

- (1) In the case of leave following the birth of a child, by the date of the child's eighteenth birthday.
- (2) In the case of adoption, by the child's eighteenth birthday.
- (3) In the case of a child with a disability, by the child's eighteenth birthday, though authorities may wish to give sympathetic consideration to extending this time limit and/or increasing the amount of leave that can be taken.

63. At the end of parental leave the employee is guaranteed the right to return to their current post if the leave was for a period of four weeks or less. If the leave was for a longer period or followed either additional maternity or adoption leave the employee is entitled to return to their current post or, if that is not reasonably practicable, a similar post that has the same or better status, terms and conditions as the current post.

Flexible working

64. Formal flexible working requests will be dealt with under the relevant statutory framework.

Time off for dependants

65. For the purpose of these provisions a dependant means:

- (1) The employee's spouse or partner.
- (2) A child of the employee.
- (3) A parent of the employee.
- (4) A person who lives in the same household as the employee, otherwise than by reason of being their employee, tenant, lodger or boarder.

66. In some cases, such as illness or injury or where care arrangements break down, a dependant may also be someone who reasonably relies on the employee for assistance or to make provisions for care, such as where the employee is the primary carer or the only person who can help in an emergency.

67. An employee is entitled to take a reasonable amount of unpaid time off during their working hours in order to take action that is necessary to care for a dependant. Examples of such circumstances are:

- (1) To provide assistance on an occasion when a dependant falls ill, gives birth (this does not include taking time off after the birth to care for the child) or is injured or assaulted.
- (2) To make arrangements for the provision of care for a dependant who is ill or injured.
- (3) In consequence of the death of a dependant.

- (4) To deal with an incident that involves an employee's child, and which occurs unexpectedly in a period during which an educational establishment that the child attends is responsible for them.
 - (5) To deal with unexpected termination or disruption of care arrangements.
68. Where time off is taken in any of the above circumstances the employee is required to inform the fire and rescue employer as soon as is reasonably practicable of the reason for, and anticipated length of, their absence. There may be exceptional circumstances where an employee returns to work before it is possible to contact the employer. In such cases, the employer should still be advised of the reason for absence on return.

Reimbursement of expenditure

1. An employee (including a volunteer carrying out operational firefighting duties) who necessarily incurs approved additional expenditure in the course of their work in respect of travel, meals, overnight accommodation, or compulsory relocation shall be reimbursed such expenditure, subject to the production of receipts or other appropriate evidence or paid a locally agreed allowance.
2. In appropriate circumstances, the fire and rescue employer may consider making a cash advance to the employee prior to such expenditure being incurred.

Out-of-pocket allowance

3. An employee who attends a residential training course (other than a recruits' training course) as a student shall be entitled to the overnight out-of-pocket allowance set out in circulars issued by the NJC.

Reimbursement of fines and costs

4. Where an employee is prosecuted for an offence under the Road Traffic Acts committed whilst on duty the fire and rescue employer, where it considers the employee to be personally blameless or where there are strong extenuating circumstances, may reimburse all or part of the costs awarded against the employee including the cost of any legal assistance, the amount of the fine and any additional costs charged by the court.

Driving licences

5. The cost of a driving licence issued under the Road Traffic Acts may be reimbursed to an employee who is required to drive fire and rescue service vehicles on duty.

Car allowances

6. Employees who are required to use their own cars for the efficient performance of their duties shall, for authorised journeys, be paid the mileage rates approved by His Majesty's Revenue and Customs. The lump sum allowances for essential users are set out in circulars issued by the NJC. The fire and rescue employer may determine whether the use is casual or essential and the cubic capacity of car considered appropriate, the latter subject to the following:
 - (1) Where an employer authorises the use of a car in excess of 1450cc then the allowance payable shall be for the category 1200 to 1450cc.
 - (2) The 451 to 999cc allowance shall apply only where an employee actually uses a car in that category.
 - (3) Where an essential user on the flexible duty system actually uses a car in excess of 1199cc then the allowance payable shall be for the category 1200 to 1450cc.

7. Essential users are those whose duties are of such a nature that it is essential for them to have a car available whenever required. Casual users are those for whom it is desirable that a car should be available when required.
8. Where an essential user's car is not in use as a result of either a mechanical defect or the absence of the employee through illness, the lump sum payments should be paid for the remainder of the month in which the car is first out of use and for a further three months thereafter. For the following three months half of the lump sum should be paid.
9. Where an essential user's car is off the road for repairs the fire and rescue employer shall reimburse the cost of travel by other means of transport.
10. An employee who is required to have communications equipment fitted to their car shall be paid the single fixed compensation payment set out in circulars issued by the NJC.
11. These provisions apply only where employees are required to use their own cars. Locally determined arrangements will apply where employees are provided with a car by the fire and rescue employer or through a leasing scheme.

Accommodation, rent, fuel and light allowances

12. A fire and rescue employer may provide residential accommodation to an employee and may also provide free fuel and light. Where the employer charges rent for such accommodation a suitable independent avenue of appeal should be available to the employee.
13. A fire and rescue employer may pay a rent and/or fuel and light allowance to an employee on the day-crewing duty system who undertakes retained duties. An employee who is paid such an allowance shall also be paid a compensatory grant equal to the income tax paid in the previous tax year on both the allowance and on any previous compensatory grant received.
14. An employee who leaves the service shall be paid the whole of the compensatory grant due to them at that date. In the case of death this amount shall be paid into the employee's estate.

Loss of or damage to private property

15. A fire and rescue employer may reimburse an employee in respect of loss of or damage to private property, including cash, sustained while on duty.

Mess manager's allowance

16. An employee who undertakes the duties of mess manager or deputy mess manager may be paid a locally determined allowance.

SECTION 4 - HEALTH ISSUES

PART A - HEALTH, SAFETY AND WELFARE

General principles

1. The NJC recognises the importance of health, safety and welfare in the workplace and is committed to achieving standards of excellence in the fire and rescue service. The wide variety of hazards encountered in the service needs to be controlled through appropriate training and the systematic application of preventive and protective measures in a risk assessment framework.
2. Fire and rescue employers have a duty to comply with legislation governing the health, safety and welfare of employees. This includes the conditions under which employees work, the provision and maintenance of necessary protective clothing and equipment, the communication of relevant health and safety information, and the provision of appropriate facilities, including training, for health and safety representatives. Local policies and procedures should also cover the following issues:
 - (1) good hygiene practices
 - (2) first aid
 - (3) facilities for pregnant women and nursing mothers
 - (4) headwear
 - (5) facial hair
 - (6) HIV/AIDS
 - (7) needlestick injuries and hepatitis
 - (8) management of stress
3. Employees have a duty to take care of themselves and others affected by their activity at work and to co-operate with the fire and rescue employer's actions, policies and guidance on health, safety, and welfare.
4. Fire and rescue employers are encouraged to provide appropriate workplace facilities for female employees in line with the Workplace (Health, Safety and Welfare) Regulations 1992.

Uniform and personal protective equipment

5. Employees shall be provided free of charge with any appropriate uniform, clothing or equipment, which shall remain the property of the fire and rescue employer. Such provision shall follow an assessment under the Personal Protective Equipment at Work (Amendment) Regulations 2022 of any risks to health and safety and shall include the protective clothing and equipment.

Spectacles for use on the fireground

6. Fire and rescue employers shall supply or reimburse the approved cost of spectacles for use on the fireground.

Employees working with display screens

7. Fire and rescue employers have a duty to comply with the Health and Safety (Display Screen Equipment) Regulations 1992 where employees work with display screens.

General principles

1. The NJC recognises the link between a fit and healthy workforce and the provision of an efficient and effective fire and rescue service. Authorities are encouraged to provide facilities to enable employees to maintain and/or improve their levels of fitness as part of an overall health and fitness culture. Authorities should provide a professional occupational health service, which recognises the need to maintain appropriate confidentiality and has regard to any special religious and cultural issues, such as the gender of medical practitioners. The aim of such a service should be to prevent and/or minimise work-related and other forms of ill health or injury and to assist employees in maximising and maintaining their fitness for work and their welfare. It should, amongst other things:
 - (1) Advise, support and counsel employees on work-related and other issues, including stress, that may impact on their health and welfare.
 - (2) Support staff who experience health problems, including rehabilitation back into the workplace.
 - (3) Seek to maintain employees in a fit and healthy state for the performance of their duties.
 - (4) Enable employees to maximise their attendance at work and length of service.
 - (5) Identify, monitor, and advise on health risks in the workplace.
 - (6) Provide periodic health medical examinations and advice, education, and guidance on health, fitness and welfare matters.

Medical examinations

2. Where the fire and rescue employer believes that an employee's medical condition could prevent them from carrying out their duties, the employee may be required to undergo a medical examination.
3. An employee on sick leave may at any time be required by the fire and rescue employer to undergo a medical examination.
4. If an employee refuses or neglects to undergo a medical examination required by the fire and rescue employer or, in the opinion of the employer acting on medical advice, has caused or substantially aggravated any illness or injury by neglect or default, or has refused or neglected to co-operate fully in any medical treatment that the employer considers necessary, they shall be entitled only to such paid sick leave as the employer may determine.

Medical charges and expenditure

5. A fire and rescue employer shall reimburse an employee any charges incurred under Sections 77, 78, or 79 of the National Health Service Act 1977 where these arise directly from an illness or injury arising out of authorised duty.
6. A fire and rescue employer may, to such extent as it thinks fit in the interests of efficiency, reimburse an employee any charges or expenditure (beyond those at paragraph 5 above) in respect of medical treatment.

Cancer screening

7. Reasonable paid time off shall be granted to employees for the purpose of being screened for cancer.

Prohibition of outside employment

8. An employee (other than one on the retained duty system) 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 and rescue employer, which may be granted subject to any restrictions or conditions the employer deems appropriate.

Sick leave

9. These provisions are intended to supplement Statutory Sick Pay (SSP) and Employment Support Allowance (ESA) (or Incapacity Benefit if eligible) in order to maintain normal pay during any period when an employee is entitled to full pay.
10. An employee on authorised sick leave shall be entitled to full pay for six months in any twelve-month period. Thereafter the fire and rescue employer may reduce pay by up to half for six months.
11. An employee on authorised sick leave as a result of an illness or injury arising out of authorised duty shall be entitled to full pay for twelve months. Thereafter the fire and rescue employer may reduce pay by up to half for six months.
12. Fire and rescue authorities have the discretion to extend the period of sick pay in exceptional cases.
13. 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 employee's entitlement on the first day the aggregate of periods of paid absence during the twelve months immediately preceding the first day of absence.
14. 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 one shall not count against the other for the purpose of calculating sick pay entitlement.

Calculation of and deductions from sick pay

15. Where an employee is on authorised sick leave 'full pay' means an amount which, when added to SSP and ESA receivable, is equivalent to the contractual earnings that would be paid during a period of normal working including, for an employee on the day-crewing duty system who undertakes retained duties, the annual retainer and up to four weekly payments in a calendar year for routine training, development and maintenance sessions.

16. Where an employee on the retained duty system is on authorised sick leave 'full pay' shall be calculated on a daily basis. Employees shall receive 1/7th of their average weekly wage per day. Weekly wage shall have the meaning given to it in Appendix C.
17. Where an employee on the retained duty system (or a volunteer carrying out operational firefighting duties) is on authorised sick leave as a result of an illness or injury arising out of authorised duty 'full pay' means the employee's average weekly remuneration in the previous twelve weeks, taking all payments into account. Where the employee can provide satisfactory evidence that, as a direct result of the illness or injury, they are suffering a financial loss in respect of their usual occupation, 'full pay' means the amount of the actual loss (including their average weekly wage as defined in Appendix C) subject to the maximum basic weekly rate of an Area Manager.
18. For employees on the retained duty system (or volunteers) and for the purposes of paragraph 17 above 'authorised duty' includes occasions on which the employee (or volunteer) is responding directly and promptly to an emergency call. It shall not include travelling to the station for any other purpose. Where the fire and rescue employer is satisfied that the employee (or volunteer) has been injured as a result of returning directly to their home or work immediately after attending the station in response to an emergency call the employer may treat that journey as authorised duty. Any decision to regard such a journey as authorised duty shall concern only the question of calculating entitlement to sick pay. It shall not be regarded as determining whether the employee (or volunteer) was on duty for any other purpose.
19. In no circumstances shall sick pay be calculated in such a way that, when added to SSP and ESA receivable, it exceeds normal pay. In calculating 'half pay' any SSP or ESA receivable shall be disregarded except where the resulting amount, when added to SSP or ESA, exceeds normal pay.
20. An employee shall declare to the fire and rescue employer any entitlement to benefit related to their sickness and any subsequent alteration in circumstances on which such benefit is based.

Notification and certification of sickness

21. Entitlement to sick pay shall be conditional on the employee fulfilling the following obligations:
 - (1) That notification is made immediately to the person identified for this purpose by the fire and rescue employer.
 - (2) That further notification as to the nature and probable duration of the injury or illness is made as required by the fire and rescue employer.
 - (3) That a healthcare professional's statement/Fit Note is submitted to the fire and rescue employer not later than the eighth calendar day of absence.
 - (4) That subsequent statements/Fit Notes are submitted as necessary.
 - (5) That in cases where the statement/ Fit Note covers a period exceeding fourteen days or where more than one statement is necessary the employee shall, before returning to work, submit to the fire and rescue employer a final statement as to their fitness to resume duties.
 - (6) That, on returning to work, the employee signs a statement detailing the reasons for all absences up to and including seven days.

Reimbursement of cost of healthcare professional's statements/ Fit Notes

22. Where, for the purpose of qualifying for sick pay, a fire and rescue employer requires a *healthcare professional's statement/ Fit Note* from an employee the employer shall reimburse the cost of such a statement.
23. It is recognised that an employee on the retained duty system may have difficulty in complying with the requirement to provide an original copy of the *healthcare professional's statement/ Fit Note*. Fire and rescue employers are therefore encouraged to take a flexible approach by, for example, accepting photocopies.

Sickness during annual and public holiday leave

24. An employee who falls sick whilst on annual leave or who is absent on account of sickness when their annual leave falls due shall be regarded as being on sick leave provided such absence is covered by a *healthcare professional's statement/ Fit Note*. In this event, the employee 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 employer.
25. In the eventuality that an employee is prevented from taking their statutory entitlement to annual leave under the Working Time Regulations, because they were on a period of sickness absence or statutory leave, then this period may be extended.
26. Where an employee is on sick leave on a public holiday, they shall be deemed to be on public holiday leave and shall not be entitled to a day's leave in lieu later.

Medical examination

27. An employee shall, when required, submit to an examination by a medical practitioner nominated by the fire and rescue employer subject to the appropriate provisions of the Access to Medical Reports Act 1988. The employer shall meet any costs associated with the examination.

Effect of neglect or default

28. If an employee refuses or neglects to undergo a medical examination required by the fire and rescue employer or, in the opinion of the employer acting on medical advice, has caused or substantially aggravated any illness or injury by neglect or default, or has refused or neglected to co-operate fully in any medical treatment that the employer considers necessary, they shall be entitled only to such paid sick leave as the employer may determine.
29. If, in the opinion of the fire and rescue employer acting on medical advice, the absence from duty is due to an illness or injury that is wholly attributable to the employee holding any other office or employment for hire or gain, or carrying on a trade or business, or participation in sport as a profession they shall be entitled only to such paid sick leave as the employer may determine.

Independent medical opinion

30. Where there is a divergence of opinion between the fire and rescue employer's medical adviser and the employee's treating medical practitioner over either the employee's fitness for duty or, for the purpose of calculating sick pay entitlement, the question of whether an illness or injury has arisen out of authorised duty, an independent medical opinion should be sought to resolve the matter.
31. The fire and rescue employer and the employee should agree an independent person to provide such an opinion, whose appointment should be made solely on relevant medical credentials. Where an appointment cannot be agreed because of differences over the question of a person's independence, the matter shall be referred to the NJC Joint Secretaries for decision.

Continuation of sick leave pending medical appeal

32. Where an employee (other than one on the retained duty system or in a control-specific role) 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 their period of notice shall be extended if necessary so that the result of the appeal is known before their service is terminated.
33. Where an employee on the retained duty system is dismissed on medical grounds, they shall be granted a similar right of appeal to an independent medical referee as that provided under Rule H (2) Schedule Part 1 of the Firefighter's Pension Scheme Order 1992 and their period of notice shall be extended if necessary so that the result of the appeal is known before their service is terminated.

Third party damages

34. Where an employee is absent as a result of an accident the fire and rescue employer shall advance to the employee 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 employee 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 employer a sum representing the total amount of such allowance, or the proportion thereof represented in the damages received.

Contact with infectious diseases

35. In the case of contact with infectious or other diseases the employee should not stay away from duty if they feel well but should report the fact to the appropriate person in the fire and rescue employer. An employee 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 employee's entitlement to sick pay.

SECTION 5 - PROCEDURAL ISSUES

In operating these grievance and disciplinary procedures, both employees and managers should recognise the significant change in culture involved and the importance of appropriate training and development.

PART A - GRIEVANCES

INDIVIDUAL GRIEVANCE PROCEDURE

Informal stage

1. Employees should be informed that if they have a grievance relating to their employment, they should discuss it with their line manager.

Formal stage

2. If the employee is not satisfied with the reply they may proceed to the next stage. At this stage the grievance must be set out in writing. Also, at this stage a representative of their union or a fellow employee may, if they wish, accompany them and take up the matter on their behalf.
3. The line manager should hear the grievance within seven days. Where the decision that gave rise to the grievance was made at a higher level, the grievance will initially be heard at that level. The employee will be given a written decision with reasons within seven days, explaining the decision.

Appeal stage

4. If the employee remains dissatisfied with the decision they may appeal within seven days in writing. This appeal should be heard within seven days by the next highest level of management who have the employer to review and change the original decision. Their decision with reasons must also be in writing. The employee will be given a written decision with reasons within seven days explaining the decision.
5. If the employee is dissatisfied with the decision of the Appeal described at paragraph 4 and the issue has been identified as being one of a serious nature then the grievance shall be reviewed at the corporate level appropriate to the issue (see paragraph 11 of guidance).

Time limits

6. The time limits referred to above may be varied by mutual agreement.

DISCIPLINARY PROCEDURE

Introduction

1. This procedure applies in cases of conduct, unsatisfactory work performance and poor attendance. For further details please refer to the guidance. The guidance covers the scope of the procedure; the requirement to undertake an appropriate investigation; the stages of the procedure; the sanctions available to the employer; the rights of the employee; and the appeal mechanism; etc.
2. The basis of this procedure is that the principle of natural justice applies, at every stage, in a framework which also ensures fairness for both employees and managers. A guiding principle of the procedure is to obtain improvement and remedy problems.
3. Employees have a statutory right to be accompanied by a fellow employee or trade union official at all formal stages of the procedure.

Informal stage

4. This is an informal discussion with the line manager. The separate formal stages of initiating action, investigation, hearing, and decision are not relevant at this stage. The informal approach means that minor problems should be dealt with quickly and confidentially. The line manager will speak to the employee about their conduct, attendance or performance and may put this in writing although it would not form part of the disciplinary record.
5. At the informal stage the manager should ensure that employees are clear of the expected outcomes and the process by which they will be achieved.

First formal stage

6. An employee's line manager, at Watch Manager level or above, may initiate the disciplinary process and investigate. Where, following a disciplinary meeting, the employee is found guilty of misconduct; the usual first step would be to give them a warning.
7. A warning must give details and an explanation of the decision. It should warn the employee that failure to improve or modify behaviour may lead to further disciplinary action and advise them of their right of appeal. A warning should be disregarded for disciplinary purposes after six months.
8. Where the issue is one of unsatisfactory performance or unsatisfactory attendance, please refer to the guidance.
9. A warning may only be given to an employee by their Station Manager or above.

Second formal stage

10. Where there is a failure to improve or change behaviour in the timescale set at the first formal stage, or where the offence is sufficiently serious, the sanction may be no greater than a final written warning. This sanction may only be issued after a further investigation and hearing.
11. A final written warning must give details and an explanation of the decision. It should warn the employee that failure to improve or modify behaviour may lead to dismissal or to some other sanction and advise them of their right of appeal. A final written warning should be disregarded for disciplinary purposes after eighteen months. Where a lesser sanction is issued, the same right of appeal applies.
12. A final written warning may only be given to an employee by their Group Manager (or equivalent) or above.

Third formal stage

13. Where employees continually fail to improve, or where the offence is sufficiently serious, there should be an investigation and hearing. The sanctions available may include dismissal. Alternatively, the outcome may be a sanction less than dismissal (see guidance for details). Employees must be told they have the right to appeal and details of the appeals process.
14. Any sanction up to dismissal may only be given to an employee by their Area/Brigade Manager.

Gross misconduct

15. Acts which constitute gross misconduct, are those resulting in a serious breach of contractual terms and thus potentially liable for summary dismissal. It is still important to establish the facts before taking any action. Please refer to the guidance for further information.

General issues

16. Other general issues to be aware of include the following:
 - Grievance during a disciplinary procedure.
 - Disciplinary action against trade union representatives.
 - Criminal offences.
 - Suspension.

Further details are given in the Guidance at appendix A.

MODEL CONSULTATION AND NEGOTIATION PROCEDURES

Context

These procedures are intended to establish relationships and interactions that promote joint solution seeking to resolve differences between management and recognised trade unions that may arise from time to time.

CONSULTATION PROCEDURE

1. This procedure shall be used for matters that do not require collective agreement and should cover at least those issues described in the European Union Information and Consultation Directive and the arrangements for consultation should as a minimum follow the United Kingdom Regulations fall-back provisions.

Commencement

2. Consultation shall commence at the earliest opportunity and shall take place prior to final decisions having been taken. As far as practicable, all relevant, non-confidential, information will be made available to the recognised trade unions to enable meaningful consultation to take place.
3. Consultation will take place at the level in the organisation affected by the issues in question. Matters of a corporate nature will be dealt with corporately.

Purpose

4. Consultation between the fire and rescue employer and recognised trade unions shall be conducted with a view to reaching agreement. To this end the employer shall give consideration to all issues raised with them and will give reasons when it is unable to agree to any proposals put forward by the recognised trade unions.
5. The parties shall work jointly to resolve issues identified in the course of consultation and ensure that consultation is carried out effectively.

Conclusion

6. Consultation will be concluded at the point either when there is agreement or when the issues not agreed have been fully responded to. All parties agree to adhere to any prearranged timetable for completion of discussions.

Third party assistance

7. Where one party considers that external assistance may be beneficial it may seek the agreement of all other parties to this approach. No party would unreasonably refuse a request.

NEGOTIATION PROCEDURE

1. This procedure shall be used for all matters that are the subject of collective negotiation and agreement between the fire and rescue employer and recognised trade unions. The objective of the procedure is to resolve issues jointly. Individual issues should be dealt with through the grievance procedure.

Application

2. Issues shall be dealt with at the appropriate level, but issues of a corporate nature should be dealt with at the corporate level in the first instance.
3. Any issue should be able to be pursued to a corporate level for resolution.
4. All parties should have the requisite information needed to deal with any issue.
5. All parties will use their best endeavours to ensure compliance with the timetables set out in the procedure unless otherwise jointly agreed.
6. Notwithstanding these formal procedures each party should give early notification to the other party that an issue has arisen and maintain a continuous informal dialogue and exchange of information on relevant issues.
7. External assistance may be used to facilitate the negotiating process where the parties agree that this would be helpful.

Stage 1

8. Other than for issues that arise initially at corporate level, the fire employer and/or recognised trade unions shall notify the other party of an issue that has arisen which falls within the purview of this procedure.
9. Where requested a meeting shall be arranged within ten working days to deal with the issue(s). As far as practicable any supporting information will be made available to all parties prior to the meeting taking place.
10. If no solution is found within ten working days the parties shall decide whether or not to continue discussion at this stage, refer to the next stage or end the discussion. Any party may refer the matter under negotiation to the next stage.

Stage 2

11. The fire and rescue employer and/or recognised trade unions shall notify the other parties of an issue of a corporate nature which comes within the purview of this procedure, or which has been referred from a previous stage in this procedure.
12. Where requested, a negotiating meeting at a level appropriate to the issue shall be arranged within ten working days to deal with the issue(s) raised. As far as practicable all parties will be provided with relevant information prior to the meeting taking place.

13. If no solution is found within ten working days of the meeting the parties shall decide whether or not to continue or conclude the discussion.
14. Where one party considers that external assistance may assist in resolving an issue at corporate level it may request the agreement of the other parties to this approach, and no party will unreasonably withhold agreement to such a request. Such a request shall be made within five working days of completion of discussion at the corporate stage.
15. In such circumstances the parties may jointly agree to refer the issue to:
 - (1) the NJC Joint Secretaries; and/or
 - (2) ACAS; and/or
 - (3) the NJC Resolution Advisory Panel (which shall comprise an Independent Chair and the Joint Secretaries) to assist the parties further with their negotiations.
16. The above should be completed within twenty working days of the request for external assistance being made.

Arbitration

17. If a difference remains unresolved, subject to agreement of the parties and agreed terms of reference, an issue may be referred to ACAS (in Northern Ireland, the Labour Relations Agency) for settlement by arbitration.

General

18. While an issue is subject to discussion/resolution under this negotiating procedure neither side will seek to take any collective action or introduce change.
19. Any difference over the application of paragraph 18 will be resolved by reference to the Independent Chair of the Resolution Advisory Panel. Submissions and the decision will be by correspondence and will be completed within ten working days of the reference being made.

Written particulars of employment

1. An employee shall be provided with a written statement of particulars of the terms of employment no later than two months after the start of their period of employment in accordance with the provisions of the Employment Rights Act 1996.

Notice of termination of employment

2. An employee shall be subject to a minimum period of notice in respect of their employment and shall give a minimum period of notice of termination of their employment in accordance with the provisions of the Employment Rights Act 1996.

Retirement

3. The normal ages for receipt of pensions for members of the Firefighters' Pension Scheme (FPS), New Firefighters' Pension Scheme (NFPS), Firefighters' Pension Scheme 2015 (FPS2015) or the Local Government Pension Scheme (LGPS) are laid down in those scheme regulations, although there are some flexibilities.

Death or permanent disablement arising from assault

4. Fire and rescue employers shall make payments in accordance with paragraph 5 below to any employee or, in the event of death, jointly to the dependants of any employee, 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 their employment.
5. The amounts payable under paragraph 4 above are:
 - (1) In the event of death within twelve months from the date of the assault and, in the opinion of the fire and rescue employer, 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.
 - (2) In the event of permanent total or partial disablement as a result of the assault the percentage (specified in the scale set out at paragraph 8 (3) below) of five years' gross remuneration at the rate applying at the date of the assault or £35,000, whichever is greater; provided that such payments shall, at the discretion of the employer, be reduced by the amount of any damages or compensation recoverable in respect of the particular injuries.
6. The amount payable under paragraph 5 above shall be subject to abatement by 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.
7. 'Dependents' at paragraphs 4 and 5 above means:

- (1) A spouse or civil partner residing with the employee at the date of death or, if not residing, wholly or substantially supported by the employee.
 - (2) A person who was living as the partner of the deceased in the same household immediately prior to the date of death.
 - (3) A child of the employee who has not attained the age of sixteen years at the time of death of the employed parent or guardian, or who has not attained the age of nineteen years and is following a course of full-time education or is regarded as an apprentice as construed in the Firefighters Pension Scheme.
 - (4) 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 (3).
8. The scale of payments is:
- (1) Death, total and irrecoverable loss of all sight in one or both eyes, total loss of physical severance or complete loss of use of one or both hands or feet at or above the wrist or ankle occurring within twelve months from the date of the assault: 100%.
 - (2) Permanent total and absolute disablement (other than at (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:

Total loss of hearing in both ears	40%	
Total loss of hearing in one ear	10%	
Complete loss of use of hip or knee or ankle	20%	
Removal of the lower jaw by surgical operation	30%	
Fractured leg or foot with established non-union	25%	
Fractured kneecap with established non-union	20%	
Shortening of a leg by at least three centimetres	15%	
Loss by amputation or complete loss of:	Right*	Left*
One thumb	20%	17½%
One index finger	15%	12½%
Any other finger	10%	7½%
One big toe	10%	10%
Any other toe	3%	3%
Complete loss of use of shoulder or elbow	25%	20%
Complete loss of use of wrist	20%	15%

*To be reversed if the employee is left-handed

9. These provisions are not intended to prevent a fire and rescue employer from paying amounts exceeding those specified at paragraph 8 above if it is considered to be reasonable to do so or from providing also for circumstances other than assault if the employer is satisfied that such provisions can lawfully be made.

APPENDIX A

GUIDANCE ON GRIEVANCE AND DISCIPLINARY PROCEDURES

GRIEVANCE PROCEDURES

Preamble

1. The individual grievance procedure is intended to cover the range of concerns, problems and issues which individuals may raise with their employer. It fulfils the statutory requirements, which are set out in the annexes to the ACAS Code of Practice on Grievance and Disciplinary Procedures. Other legal considerations are set out in paragraphs 10-14 below.
2. The grievance procedure applies to current employees. Ex-employees are not entitled to use the grievance procedure except as described in the Employment Act 2002, see the ACAS Code of Practice.
3. Grievances will normally be raised with the line manager and it is the responsibility of the employer to ensure that employees know who their line manager is. Where grievances are about serious problems such as allegations of bullying, harassment, racism or other unlawful discrimination which suggest major problems, for example of culture or management style, then the appropriate corporate level of the employer shall be involved in the appeal (see paragraph 17 below). It is the responsibility of both employer and employee to ensure that grievances are heard fairly, consistently, speedily and at the appropriate level (see paragraph 10 below). The procedure must be made available to all employees so that any grievances they may have can be properly considered.
4. Where separate procedures exist for dealing with grievances on particular issues (for example, the right to request flexible working) these should be used instead of the normal grievance procedure.
5. Employees should be encouraged to seek help with setting out their grievance (for example from representatives of recognised unions). As required under the Equality Act 2010 employers must make reasonable adjustments which may include assisting employees to formulate a written grievance if they are unable to do so themselves because of a disability.
6. In line with the statutory procedures, employees have the right to be accompanied by a trade union representative or fellow employee at the hearing.
7. Where a grievance involves difficulty in reconciling work and caring responsibilities, managers shall make every effort, subject to the exigencies of the service, not to implement any proposed change until the grievance has been resolved.
8. Grievances should be raised within 3 months of the management decision causing the grievance, unless otherwise agreed.

Informal stage

9. Employees should aim to resolve most grievances quickly and informally by discussing them with their line manager. Where the grievance is a complaint against the line manager with whom the grievance would normally be raised, the employee can approach that person's manager or another manager at the same or similar level of authority. If employees are not satisfied with the outcome of this initial informal stage, they may move to the next stage of a formal hearing.

Formal stage

10. If a grievance cannot be settled informally, it should then be raised formally in writing with the appropriate level of management. Normally, this will be the line manager. Again, where the grievance is a complaint against the line manager with whom the grievance would normally be raised, the employee can approach that person's manager or another manager at the same or similar level of authority.
11. On receiving a formal grievance, a manager should invite the employee to a meeting which should be held in good time¹ and inform them that they have the right to be accompanied by a representative (which could be either their union representative or a fellow employee). They should agree a time and place for the meeting with the employee. It is important that the meeting is not interrupted and that the employee feels their grievance is being treated seriously and in confidence.
12. If an employee's representative cannot attend on a proposed date, the employee can suggest another date so long as it is reasonable and is not more than seven days after the date originally proposed by the manager. This seven-day time limit may be extended by mutual agreement.
13. The employee will be given a full opportunity to explain their complaint and say how they think it should be settled. If a point is reached in the meeting where it is not clear how to deal with the grievance or further investigations are necessary the meeting should be adjourned to get advice or make further investigations. The manager should give the grievance careful consideration before responding.
14. Where the manager who would normally deal with the grievance cannot be available, another manager should be appointed to hear the grievance.
15. The manager should respond in writing to the employee's grievance in good time explaining the reason for their decision and should let the employee know that they can appeal against the manager's decision if they are not satisfied with it.

(Throughout this guidance and procedure "in good time" means as soon as possible and in any case within 7 days unless otherwise agreed).

Appeal stage

16. If the employee informs their manager in good time and in writing that they are unhappy with the decision after the formal grievance hearing, the manager should arrange for an appeal hearing to be conducted in good time. The appeal will be to a manager at a more senior role who has the practical authority to review and change the original decision. This level of authority may depend on the nature of the decision e.g. whether it simply involved application of existing policy or was a decision

introducing or changing policy. The employee should be given a written decision and explanation on their appeal as soon as possible and in good time.

17. In addition, as noted in the preamble above, serious cases such as allegations of bullying, harassment, racism or other unlawful discrimination which suggest major problems, for example of culture or management style, will (where the matter remains unresolved) require a further hearing to be conducted by the corporate level of the employer which is appropriate to the issue. For example, the appropriate level will be that which both appreciates the wider importance and significance of the issue and has the authority to deal with it.

18. As with the previous stage, the employee should be given a written decision and explanation on their appeal as soon as possible and in good time.

Special considerations

19. Where either the employer or the recognised union determine that the matter is a collective issue, it may, at any stage, be transferred to stage one of the local negotiation procedure set out in Section 5 Part Cf.

20. Complaints about discrimination, bullying and harassment in the workplace are sensitive issues. As indicated above, these should merit special attention and it may be helpful for separate procedures, which must meet the relevant statutory requirements, to be developed.

21. It is important to ensure that everyone in the organisation understands the grievance procedures, including the statutory requirements and that managers and employee representatives are trained in their use. Employees must be given a copy of the procedures or have ready access to them, for instance on a noticeboard, and they should be included as part of the induction process.

22. Managers and union representatives should take the time to explain the detail of grievance procedures to employees.

Keeping records

23. It is important, and in the interests of both parties, to keep written records during the grievance process. Records should include:

- the nature of the grievance raised;
- a copy of the written grievance;
- the manager's response;
- action taken;
- reasons for action taken;
- whether there was an appeal and, if so, the outcome; and
- subsequent developments.

24. Copies of meeting records should be given to the employee including any formal minutes that may have been taken. In certain circumstances (for example to protect a witness) some information may be withheld.

Other legal considerations

25. It is important that employers and employees follow the Acas Code of Practice for disciplinary and grievance procedures where it applies. Failure to do so by either party can result in adjustments to awards being increased or decreased accordingly by up to 50%.
26. Wherever possible a grievance should be dealt with before an employee leaves employment. Whilst there is no legal requirement for employers to consider grievances from former employees there may be circumstances when an employer chooses to do so.
27. It should be noted that the appeal stage is part of the Acas Code of Practice for disciplinary and grievance procedures and if the employee pursues an employment tribunal claim the tribunal may reduce any award of compensation if the employee did not exercise the right of appeal.
28. Individuals may also have the right to raise very serious grievances under the provisions of the Public Interest Disclosure Act 1998. This Act provides protection to employees who raise concerns about certain kinds of wrongdoing in accordance with its procedures.
29. Records should be treated as confidential and kept in accordance with the Data Protection Act 1998 and the UK General Data Protection Regulations (GDPR), which gives individuals the right to request and have access to certain personal data.

DISCIPLINARY PROCEDURE GUIDANCE

INTRODUCTION

Preamble

1. The disciplinary procedures will be made available to all employees, for instance on a notice board and in the staff handbook and will be referred to in contracts of employment. Management will do all they can to ensure that every employee knows and understands the procedures, including those employees whose first language is not English or who have trouble reading. This will be done as part of each employee's induction process.
2. The procedure, which reflects and improves on the Acas Code of Practice on Disciplinary and Grievance Procedures, is designed to help and encourage all employees to achieve and maintain standards of conduct, attendance and job performance. The aim is to ensure consistent and fair treatment for all employees in the organisation. Disciplinary procedures are a legal requirement in certain circumstances.
3. The procedure should be supplemented locally by more detailed guidance, for example on the conduct of hearings. Every effort should be made to jointly agree such guidance.
4. All managers, at every level, who may be involved in disciplinary action shall be fully trained and competent in the operation of the procedure. Responsibility for the appropriate level of disciplinary action must be in accordance with the relevant role map, the role of the manager and levels of delegated authority.
5. The basis of this procedure is that the principle of natural justice both applies, and is clearly seen to apply, at every stage. The aim is to ensure that appropriate action can be taken without unnecessary delay, but in a framework which also ensures fairness for both employees and managers.
6. The guiding principle of the procedure is that, in every case except dismissal, the aim is to obtain improvement and remedy problems. Each case shall be treated on its merits in the light of the particular circumstances involved.
7. On issues of conduct the procedure may be initiated at any stage depending on the seriousness of the case. Where issues concern unsatisfactory performance and/or attendance the stages in the procedure would normally be followed in sequence and account should be taken of the Personal Development Record (PDR).
8. On issues of incapacity at work brought on by mis-use of alcohol or drugs, separate remedial procedures should be considered as an alternative.

Scope

9. This guidance covers the scope of the procedure (conduct, attendance and job performance); the requirement to undertake an appropriate investigation; the stages

of the procedure; the sanctions available to the employer; the rights of the employee; and the appeal mechanism; etc.

10. The disciplinary procedure is designed to cover behaviour which is contrary to that necessary for ensuring a safe and efficient workplace, and for maintaining good employment relations. Such behaviour could include, but is not limited to:

- bad behaviour, such as fighting or drunkenness;
- unsatisfactory work performance;
- harassment, victimisation or bullying;
- misuse of company facilities (for example e-mail and internet);
- poor timekeeping;
- unauthorised absences;
- repeated or serious failure to follow instructions

11. Acts which constitute gross misconduct are those resulting in a serious breach of contractual terms. Examples of gross misconduct might include:

- theft or fraud;
- physical violence or bullying;
- deliberate and serious damage to property;
- serious misuse of the employer's property or name;
- deliberately accessing pornographic, offensive or obscene material;
- unlawful discrimination or harassment;
- bringing the employer into serious disrepute;
- serious incapacity at work brought on by misuse of alcohol or illegal drugs;
- causing loss, damage or injury through serious negligence;
- a serious breach of health and safety rules;
- a serious breach of confidence.

Time limits

12. Time limits applicable to the different stages of the procedure are set out in the guidance below. These may be varied by mutual agreement.

Initiating formal disciplinary action

13. For apparent cases of misconduct, where, in the judgement of the line manager the issue is one which would not result in a formal sanction greater than a written warning, the disciplinary procedure may be initiated by the line manager, who will ensure that an investigation will be conducted by themselves or another appropriate manager.

14. Where, in the line manager's judgement, the sanction could be greater than a written warning, the procedure should be initiated by a manager not lower than the Station Manager who will ensure that an investigation will be conducted by themselves or another appropriate manager.

15. Where there are issues of performance including poor attendance, account should be taken of the outcome of the review of the PDR, which is designed to offer support and assistance. In these cases the disciplinary process should only be used where actions

to remedy unsatisfactory performance, based on the developmental PDR, are not proving effective.

Investigation

16. An investigation should be carried out to establish the facts promptly. It is important to keep a written record for later reference. Having established the facts, the manager will decide whether to drop the matter or deal with it in accordance with the procedure, which may include reference back to the informal stage. Where necessary technical expertise relevant to the case should also be made available.
17. Where the employee is to be interviewed as part of an investigation they should be advised of the purpose of the meeting in advance and that they may be accompanied. When making these arrangements this should not frustrate the investigation.

Information for the employee before a disciplinary hearing

18. In advance of any disciplinary hearing the manager will write to the employee. The letter should contain enough information for the employee to fully understand the case against them with all relevant details (e.g. dates, times, location, etc.) and the reasons why this is not acceptable. If the employee has difficulty reading, or if English is not their first language, the manager should explain the content of the letter to them orally. The letter should also invite the employee to a hearing at which the problem can be discussed, and it should inform the employee of their right to be accompanied at the meeting (see Para 30). The employee will be given copies of any documents that will be produced at the hearing.
19. At all stages employees shall be fully informed.

Hearings

20. The timing and location of the hearing should where practicable be agreed with the employee and/or their representative. The length of time between the written notification and the hearing should be long enough to allow the employee and/or their representative to prepare and shall in any event be not less than:
 - seven days for first formal stage
 - ten days for the second stage
 - twenty-one days for the third stage
21. The manager should hold the hearing in a private location and ensure both that there will be no interruptions, and that the employee feels the issue is being treated confidentially.
22. At the hearing, the process will be explained to the employee. The case against the employee will be stated including the evidence. The employee and/or their representative will be given every opportunity to set out their case and answer any allegations that have been made. The employee will also be allowed to ask questions, present evidence and/or information, call witnesses, and character witnesses where appropriate and be given an opportunity to raise points about any information provided by witnesses.

23. An employee and/or their representative who cannot attend a hearing should inform the manager in advance, as soon as possible. If the employee fails to attend through circumstances outside their control, and unforeseeable at the time the hearing was arranged (e.g. illness), the manager should arrange another hearing. A decision may be taken at a hearing in the employee's absence if they fail to attend the rearranged hearing without good reason. An employee's representative may attend on their behalf, if the employee is unable to attend. If an employee's representative cannot attend on a proposed date, the employee has a statutory right to suggest another date so long as it is reasonable and is not more than seven days after the date originally proposed by the employer. This seven-day time limit may be extended by mutual agreement.

Decision on outcome and action

24. Following the hearing the manager must decide whether action is justified or not. Where it is decided that no action is justified the employee should be informed. Where it is decided that action is justified the manager will need to consider what form this should take. Before making any decision the employer should take account of the employee's disciplinary and general record, length of service, actions taken in any previous similar case, the explanations given by the employee and other relevant factors. The intended action must be reasonable under the circumstances.

25. Examples of actions the manager might choose to take are set out in paragraphs 41 to 55. It is normally good practice to give employees at least one chance to improve their conduct or performance before they are issued with a final written warning. However, if an employee's misconduct or unsatisfactory performance – or its continuance – is sufficiently serious, for example because it is having, or is likely to have, a serious harmful effect on the organisation, it may be appropriate to move directly to a final written warning. In cases of gross misconduct, the employer may decide to dismiss even though the employee has not previously received a warning for misconduct.

26. Following the meeting/hearing the decision should be confirmed in writing as soon as possible, within seven days. The decision shall include a description of the nature of the issue, any required remedial action and the timescale for improvement. Except in cases of dismissal, where the issues relate to performance and in other cases where appropriate the decision shall include the following:

- the improvement that is required;
- the timescale for achieving this improvement;
- a review date;
- all support the employer will provide to assist the employee.

27. Employees should also be informed that if there is no improvement, further stages, leading ultimately to dismissal, may be invoked.

Level of management

28. The lowest levels of line management who can take action within the procedure is in accordance with the role maps. The lowest level at the informal stage would be the crew manager. Subject to training, competence, and levels of delegated authority, the formal stages are as follows:

	Investigation	Conduct hearing/take action
Formal stage 1	Watch Manager	Station Manager*
Formal stage 2	Station Manager	Group Manager
Formal Stage 3	Group Manager	Area/Brigade Manager

* In cases of unsatisfactory performance and absence it is appropriate for a Watch Manager to inform the employee that a failure to improve could lead to disciplinary action being taken.

29. Where the manager who would normally deal with the issue cannot be available or, there may be a conflict of interest, another manager at the same or higher level, should be appointed to deal with the case. Where the procedure has reached the second formal stage or higher, the hearing should be conducted by a manager who is not the investigating manager but is at the same or higher level. The investigating manager would normally present the management case at the second and third formal stages.

Representation

30. Employees have a statutory right to be accompanied by a fellow employee or trade union official of their choice at all formal stages of the procedure.
31. In addition, it is good practice for employees to be provided with the opportunity to be accompanied at the investigation stage although this should not frustrate the process.
32. Fellow employees or trade union officials do not have to accept a request to accompany an employee, and they should not be pressurised to do so.
33. An employee or lay trade union official who has agreed to accompany a colleague employed by the same employer is entitled to take a reasonable amount of paid time off to fulfil that responsibility. This should cover the hearing and allow time for the representative to familiarise themselves with the case and confer with the employee before and after the hearing. A request for reasonable paid time off by a trade union official to accompany an employee who is employed by another fire service employer in the same region shall be given due consideration by the respective employers.
34. Employers should cater for an employee's disability at a meeting/hearing, they should also cater for a representative's disability, for example providing for wheelchair access if necessary.
35. Before the meeting/hearing takes place, the employee will tell the manager who they have chosen as a representative.

36. The representative should be allowed to address the meeting/hearing in order to:

- put the employee's case;
- sum up the employee's case;
- respond on the employee's behalf to any view expressed at the hearing.

37. The representative can also confer with the employee during the meeting/hearing and participate as fully as possible in the meeting/hearing, including asking witnesses questions. The representative has no right to answer questions on the employee's behalf, or to address the hearing if the employee does not wish it, or to prevent the employer from explaining their case.

STAGES OF DISCIPLINARY ACTION

Informal stage

38. Cases involving minor misconduct or unsatisfactory performance or attendance are usually best dealt with informally by the line manager. A quiet word is often all that is required. The informal approach means that minor problems can be dealt with quickly and confidentially. Where issues involve performance, or in some cases attendance, supportive action, reference to the PDR and specialist advice may be more appropriate.

39. At this informal stage the manager should ensure that employees understand the position, if necessary by giving them a written note. This would not form any part of their disciplinary record but it would be filed on their Personal Record File.

40. There will, however, be situations where matters are more serious or where an informal approach has been tried but isn't working. At this point it may be appropriate to enter the formal stages of the procedure.

First formal stage

41. The employee's line manager will investigate the matter. If required a meeting/hearing may be held at which the relevant manager will make a decision. The employee has the right to be represented and present their case in response to management.

42. Where, following a disciplinary hearing an employee is found guilty of misconduct, the usual first step would be to give them a warning setting out the nature of the misconduct and the change in behaviour required.

43. The employee should be informed that the warning is part of the formal disciplinary process and what the consequences will be of the failure to change behaviour. The consequences could be a final written warning and ultimately, dismissal. The employee should also be informed that they may appeal against the decision. A record of the warning should be kept, but it should be disregarded for disciplinary purposes after six months.

44. Where there are issues of performance, account should be taken of the review of the employees PDR, which is designed to offer support and assistance whenever possible. The disciplinary process should only be used where actions to remedy

unsatisfactory performance, based on the developmental PDR, are not proving effective. An employee who is found to be performing unsatisfactorily should be given a written note detailing the following:

- the performance problem;
- the improvement that is required;
- the timescale for achieving this improvement;
- a review date;
- all support the employer will provide to assist the employee.

45. The employee should be informed that failure to improve could lead to disciplinary action being taken. A copy of the note should be kept and used as the basis for monitoring and reviewing performance over a specified period e.g. six months.

46. When dealing with absence from work, it is important to determine the reasons why the employee has not been at work. If there is no acceptable reason, the matter should be treated as a conduct issue and dealt with as a disciplinary matter.

47. If the absence is due to genuine (including medically certified) illness, the issue becomes one of performance, and the employer should take a sympathetic and considerate approach. When thinking about how to handle these cases, it is helpful to consider:

- how soon the employee's health and attendance will improve;
- whether alternative work is available;
- the effect of the absence on the organisation;
- how similar situations have been handled in the past; and
- whether the illness is a result of disability in which case the provisions of the Equality Act 2010 will apply.

48. The employee should be informed that failure to improve could lead to disciplinary action being taken. A copy of the note should be kept and used as the basis for monitoring and reviewing performance over a specified period e.g. six months.

Second formal stage

49. Where there is a failure to improve or change behaviour in the timescale set at the first formal stage, the employee may be issued with a final written warning – but only after a further investigation and hearing. Alternatively where the offence is sufficiently serious, action may be initiated at this stage. The final written warning will give details and an explanation of the decision. It should warn the employee that failure to improve or modify behaviour may lead to dismissal or to some other sanction, and advise them of their right of appeal against the final written warning which should be disregarded for disciplinary purposes after eighteen months. Where a lesser sanction is issued, the same right of appeal applies.

50. A final written warning may only be given to an employee by their group manager or above.

Third formal stage

51. Where employees fail to improve, or where the offence is sufficiently serious, following an investigation and hearing, employees may be dismissed by their Area/Brigade Manager. Employees must be told they have the right to appeal and details of the appeals process.
52. Alternatively where there has been a failure to improve as required or, in exceptional cases, at the first offence, following the investigation and hearing, a decision may be made by their Area or Brigade manager to award a sanction less than dismissal, or in serious cases, as an alternative to dismissal. These sanctions are:
- A warning;
 - Demotion (either within role or no more than one role; a demotion of more than one role can only be done with the agreement of the employee);
 - Disciplinary transfer (which should involve no loss of remuneration and unless the employee agrees otherwise should be within the same duty system);
 - Loss of pay up to a maximum of thirteen days.

Gross misconduct

53. If a manager considers an employee guilty of gross misconduct, and thus potentially liable for summary dismissal, it is still important to establish the facts before taking any action. A short period of suspension with full pay may be helpful or necessary, although it should only be imposed after careful consideration and should be kept under review. It should be made clear to the employee that the suspension is not a disciplinary action and does not involve any prejudgement (see paragraphs 70-73 below on suspension).
54. It is a core principle of reasonable behaviour that employers should give employees the opportunity of putting their case at a disciplinary hearing before deciding whether to take action. This principle applies as much to cases of gross misconduct as it does to ordinary cases of misconduct or unsatisfactory performance.
55. A simplified briefing note for the discipline procedure can be found below.

GENERAL ISSUES

Appeals

56. Employees who have had disciplinary action taken against them will be given the opportunity to appeal. Employees will be allowed to appeal no later than seven days after they have been informed of the decision.
57. The appeal shall be heard by a higher level of manager. Arrangements for the final appeal stage against dismissal should be determined locally but be consistent with the principle that the corporate level involved should be higher than the level which heard the previous stage.

58. Where an employee appeals against disciplinary action taken against them they must put their grounds of appeal in writing. The grounds of appeal will normally be one or more of the following:
- There was a defect in the procedure;
 - The issue is not proven on the balance of probabilities;
 - The disciplinary sanction was too severe;
 - New evidence has come to light since the hearing which will have an impact on the decision.
59. Normally the Appeal Manager will conduct the appeal hearing as a rehearing (in full or part), where this is required. Otherwise the appeal hearing will be conducted as a review. A rehearing would normally be required in the following instances (this is not necessarily an exhaustive list):
- There was a procedural defect at the original hearing such that the hearing was Unfair;
 - New evidence has come to light which needs to be heard in full;
 - There is a dispute about evidence given by one or more witnesses at the original hearing. In these cases it may be necessary to rehear the witness evidence at the appeal.
60. Where the appeal hearing is conducted as a review, the Appeal Manager will have available all the documents presented to the original hearing. They will also have a copy of the record of the hearing, the letter confirming the outcome of the original disciplinary hearing, the letter of appeal and all other relevant information. The Appeal Manager will reach findings based on the documentation and the submissions at the appeal hearing from the parties.
61. At the appeal hearing the employee and/or their representative will first put their case by explaining the grounds of appeal and presenting any relevant evidence. The management case will then be put, responding to the grounds of appeal, normally by the manager who conducted the original hearing. Relevant witnesses may be brought by either side, and be questioned by all parties.
62. The outcome of the appeal will be either:
- The case against the employee is upheld (in whole or part); the sanction will then be the same or a lesser penalty;
 - The case against the employee is not upheld.
63. At the final appeal against dismissal, if the employer's representative is legally qualified, the employee's representative may, if the employee wishes, also be a legal representative.
64. In cases of gross misconduct dismissal will be summary following the hearing. If the employee is reinstated on appeal, pay will be reinstated and backdated.
65. In other cases of dismissal, employees shall be given contractual notice of dismissal following the hearing. Every effort will be made to conclude any appeal process within the notice period. Where it has not been possible to conclude the appeal process within the notice period, notice may be extended for a reasonable period with a view to concluding the appeal process within the notice period. If the dismissal is not upheld on appeal, the employee will be reinstated.

66. In cases of sanctions other than dismissal, the sanctions should not be implemented until any appeal process has been concluded.

Where a grievance is raised during a disciplinary procedure

67. In the course of a disciplinary process, an employee might raise a grievance that is related to the case. If this happens, the manager should consider suspending the disciplinary procedure for a short period while the grievance is dealt with. Depending on the nature of the grievance, the manager may need to consider bringing in another manager to deal with the disciplinary process (see the Acas Code of Practice for disciplinary and grievance procedures).

Disciplinary action against trade union representatives

68. Disciplinary action against a trade union representative can lead to a serious dispute if it is seen as an attack on the union's functions. Normal standards apply but, if disciplinary action is considered, the case should be discussed, after obtaining the employee's agreement, with a senior trade union representative or permanent union official.

Criminal offences

69. If an employee is charged with, or convicted of, a criminal offence not related to work, this is not in itself reason for disciplinary action. The manager should establish the facts of the case and consider whether the matter is serious enough to warrant starting the disciplinary procedure. The main consideration should be whether the offence, or alleged offence, is one that makes the employee unsuitable for their type of work. Similarly, an employee should not be dismissed solely because they are absent from work as a result of being remanded in custody.

Suspension

70. It is impossible to predict the full range of circumstances which will arise in disciplinary cases. Emphasis will always be on a speedy and fair resolution. In some cases it may be appropriate to suspend an employee from the workplace while an investigation or preparation for a disciplinary hearing takes place.
71. If an employee is to be suspended they should be informed of the reasons for the suspension, that suspension is not disciplinary action, and that they will be asked to return to work for an investigative meeting or disciplinary hearing as soon as possible. It is also appropriate at this stage to discuss any conditions which will apply during the period of suspension, for example, communications channels, availability to attend meetings, facilities to meet with their representative, etc.
72. Where an employee is suspended they will receive full pay unless they commence sick leave in which case their pay will be in accordance with the rules of the sick pay scheme.
73. Full pay for those employees on the retained duty system will be calculated on the basis of their retained payments averaged over a twelve-week period.

Other legal issues

74. It should be noted that the appeal stage against dismissal or other serious sanction short of dismissal is part of the statutory procedure and if the employee pursues an employment tribunal claim the tribunal may reduce any award of compensation if the employee did not exercise the right of appeal.
75. Managers and employees will normally be expected to go through the dismissal and disciplinary procedure unless they have reasonable grounds to believe that by doing so they might be exposed to a significant threat, such as violent, abusive or intimidating behaviour, or they will be harassed. There will always be a certain amount of stress and anxiety for both parties when dealing with any disciplinary case, but this exemption will only apply where the employer or employee reasonably believes that they would come to some serious physical or mental harm; their property or some third party is threatened or the other party has harassed them and this may continue.
76. Equally, the procedure does not need to be followed if circumstances beyond the control of either party prevent one or more steps being followed within a reasonable period. This will sometimes be the case where there is a long-term illness or a long period of absence abroad but in the case of managers, wherever possible they should consider appointing another manager to deal with the procedure.

A SIMPLIFIED BRIEFING NOTE FOR THE DISCIPLINE PROCEDURE

This note is for guidance only. It does not form part of the disciplinary procedure or the employment contract of any person covered by the Grey Book. It is not to be used as an aid to interpreting the meaning of the procedure itself. The procedure must be referred to and used if any issues come up that are covered by it.

First formal stage

Initiate

1. This stage should be used in performance/attendance cases where informal support and action based on the Personal Development Records (PDR) has not resolved the problem. This stage should also be used in cases of conduct where the nature of the alleged offence may warrant a sanction no greater than a warning.
2. This stage should be conducted at Watch/Station Manager level or higher. Should the employee's line manager be at Watch/Station Manager level or above, this will be initiated at a higher level of line manager, see paragraphs 13-15 and 28-29 of the guidance.

Investigate

3. The Watch/Station Manager or higher shall:
 - Initiate, conduct or delegate an appropriate investigation;
 - The employee shall be notified in writing immediately of the investigation and the nature and details of the case. However in exceptional circumstances that notification may be delayed;
 - Keep a record;
 - Ensure the investigation is completed in good time.
4. Upon completion of the investigation the Watch/Station Manager or higher shall notify the employee of the outcome of the investigation and decide from the following what action to take:
 - Drop the matter;
 - Deal with the matter on an informal basis;
 - Proceed to a stage 1 hearing;
 - Refer the case to the stage 2 or 3 process.

Hearing

5. The employee shall be given a minimum of seven days' notice of a hearing. The letter should contain enough information for the employee to fully understand the case against them with all relevant details and the reasons why this is unacceptable. The notification should also include copies of all the evidence/ information relevant to the hearing. The employee will be advised of their right to be accompanied at the hearing.
6. The Station Manager or higher shall preside at the hearing and shall first explain the process, the case against the employee and go through the evidence/information that has been gathered.
7. The Station Manager or higher shall consider the employee's case in full.
8. At the conclusion of the hearing the Station Manager or higher shall decide from the following what action to take:
 - Drop the matter;
 - Deal with the matter on an informal basis;
 - Take appropriate action, which will depend in particular on whether the issue is one of conduct, performance or attendance;
 - In conduct cases a warning may be issued which may remain on the employee's record for six months.

Decision

9. The employee shall receive the decision of the hearing in writing. This should be as soon as possible after the conclusion of the hearing and in any event within seven days.
10. Where a warning is issued the Station Manager or higher shall inform the employee, in writing, of the decision. At the same time the employee will also be advised of the appeal process.

11. The employee should appeal within seven days of receiving the warning. The notice of appeal must be in writing and should specify one or more of the grounds of appeal set out in paragraphs 56-66 of the Guidance.
12. The appeal hearing shall be arranged at the next level. The employee shall be given not less than 10 days notice of the appeal hearing.

Second formal stage

Initiate

1. This stage should be used in performance/attendance cases where support and action based on the PDR has not resolved the problem. This stage should also be used in cases of conduct where the nature of the alleged offence may warrant a sanction no greater than a final written warning.
2. This stage should be conducted at Group Manager level or higher. Should the employee's line manager be at Group Manager level or above this stage will be initiated at a higher level of line manager, see paragraphs 13-15 and 28-29 of the Guidance.

Investigate

3. The Group Manager or higher shall:
 - Initiate, conduct or delegate an appropriate investigation;
 - The employee shall be notified in writing immediately of the investigation and the nature and details of the case. However, in exceptional circumstances that notification may be delayed;
 - Keep a record;
 - Ensure the investigation is completed in good time.
4. Upon completion of the investigation the Investigating Manager shall notify the employee of the outcome of the investigation and decide from the following what action to take:
 - Drop the matter;
 - Deal with the matter on an informal basis;
 - Refer the matter to a stage 1 hearing;
 - Proceed with a stage 2 hearing;
 - Proceed with a stage 3 hearing.

Hearing

5. The employee shall be given a minimum of ten days' notice of a hearing. The letter should contain enough information for the employee to fully understand the case against them with all relevant details and the reasons why this is unacceptable. The notification should also include copies of all the evidence/information relevant to the hearing. The employee will be advised of their right to be accompanied at the hearing.
6. A Group Manager or higher (independent of the Investigating Manager) shall preside at the hearing.

7. The management case against the employee will be presented, normally by the Investigating Manager.
8. The employee and/or their representative will present the employees case.
9. The Presiding Manager shall consider the evidence/information presented.
10. At the conclusion of the hearing the Presiding Manager shall decide from the following what action to take:
 - Drop the matter;
 - Deal with the matter on an informal basis;
 - Take appropriate action, which may include a sanction no greater than a final written warning (to remain on the employee personal record file for no longer than eighteen months), or a lesser sanction.

Decision

11. The employee shall receive the decision of the hearing in writing. This should be as soon as possible after the conclusion of the hearing and in any event within seven days.
12. Where a final written warning or other sanction is issued, the Presiding Manager shall inform the employee, in writing, of the decision. At the same time the employee will also be advised of their rights of appeal.
13. The employee should appeal within seven days of receiving the warning. The notice of appeal must be in writing and should specify one or more of the grounds of appeal set out in paragraphs 56-66 of the guidance.
14. The appeal hearing shall be arranged at the next level. The employee shall be given not less than ten days' notice of the appeal hearing.

Third formal stage

Initiate

1. This stage should be used in all cases where the employee is subject to a final written warning and/or where the alleged offence is sufficiently serious that it may warrant dismissal or other sanction short of dismissal.
2. This stage should be conducted at Area Manager level or higher. Should the employee's line manager be at Area Manager level or above this stage will be initiated at a higher level of line manager, see paragraphs 1.4 and 1.9 of the guidance.

Investigate

3. The Area/Brigade Manager shall:
 - Initiate, conduct or delegate an appropriate investigation;
 - The employee shall be notified in writing immediately of the investigation and the nature and details of the case. However in exceptional circumstances that notification may be delayed;

- Keep a record;
 - Ensure the investigation is completed in good time.
4. Upon completion of the investigation the Investigating Manager shall notify the employee of the outcome of the investigation and decide from the following what action to take:
 - Drop the matter;
 - Deal with the matter on an informal basis;
 - Refer the matter to a stage 1 or 2 hearing as appropriate;
 - Proceed with a stage 3 hearing.

Hearing

5. The employee shall be given a minimum of twenty-one days' notice of a hearing. The letter should contain enough information for the employee to fully understand the case against them with all relevant details and the reasons why this is unacceptable. The notification should also include copies of all the evidence/ information relevant to the hearing. The employee will be advised of their right to be accompanied at the hearing.
6. An Area/Brigade Manager or higher (independent of the Investigating Manager) shall preside at the hearing.
7. The management case against the employee will be presented, normally by the Investigating Manager.
8. The employee and/or their representative will present the employees case.
9. The Presiding Manager shall consider the evidence/information presented.
10. At the conclusion of the hearing the Presiding Manager shall decide to:
 - Drop the matter;
 - Deal with the matter on an informal basis;
 - Take appropriate action, which may include dismissal or other action short of dismissal.

Decision

11. The employee shall receive the decision of the hearing in writing. This should be as soon as possible after the conclusion of the hearing and in any event within seven days.
12. Where the employee is dismissed or an alternative disciplinary sanction is issued the Presiding Manager shall inform the employee, in writing, of the decision. At the same time the employee will also be advised of the appeal process.
13. The employee should appeal within seven days of receiving the warning. The notice of appeal must be in writing and should specify one or more of the grounds of appeal set out in paragraphs 56-66 of the Guidance.
14. The appeal hearing shall be arranged at the next level. The employee shall be given not less than ten days' notice of the appeal hearing.

APPENDIX B

INTERIM AND PROTECTION ARRANGEMENTS

Acting up and temporary promotion

1. The NJC recognises that in the early stages of implementing the Integrated Personal Development System there may on occasions be difficult to apply the principles at paragraph 19 of Section 4 Part B. Fire and rescue employers, employees and trade unions should therefore adopt a co-operative and common-sense approach to any problems that might arise.

Annual leave

2. An employee who was assimilated for pay purposes from the rank of Station Officer to the role of Watch Manager on 7th November 2003 shall be entitled to the Scale A leave entitlement of a Station Manager at paragraph 2 of Section 3 Part C.

Medical charges and expenditure

3. A fire and rescue employer shall reimburse an employee (other than in a control-specific role) whose continuous service under this scheme of conditions of service commenced prior to 1st November 1994 any charges incurred under Sections 77, 78 or 79 of the National Health Service Act 1977. An employee who refuses or neglects to undergo a medical examination required by the employer shall not be entitled to such reimbursement.

APPENDIX C EXPLANATORY NOTES

Shift duty system

- A. Where the shift duty system at Section 3 Part A paragraph 7 continues to operate employees on that system should be allowed to take rest periods every night between midnight and 0700, other than on those occasions where they are required to respond to emergency calls, perform work arising from emergency calls or perform other essential activities that:
- 1) arise from the Community/Integrated Risk Management Plan,
 - 2) are within the employee's role and responsibilities, and
 - 3) are appropriate during these hours

These arrangements shall be the subject of consultation between the fire and rescue employer and recognised trade unions.

- B. It is recognised that because of the distinctive circumstances that apply throughout local communities on public holidays, with many businesses and services for example not working normally, the demands on the fire and rescue service and the consequent mix of appropriate duties will be different to those on normal working days. Taking that into account, between the hours of 7am and midnight on public holidays staff will be expected to undertake a full range of duties that arise from the Community/Integrated Risk Management Plan, that are within the employee's role and responsibilities and accord with the above parameters.

These arrangements shall be the subject of consultation between the fire and rescue employer and recognised trade unions.

Working on public holidays will continue to be rewarded with double time payment and time off in lieu as defined in Section 3 Part C paras 18-20.

Retained duty system

Sick leave

- C. For an employee working on the retained duty system where the "average weekly wage" (or "remuneration") applies this shall mean the employee's average weekly wage or remuneration in the previous 12 weeks excluding any week in which they have been on sick leave or received no pay. Where there has been an increase in the rates of fees or payments during that 12-week reference period, the new rate shall be used to make the calculation as if it applied throughout the reference period. Further, given that the annual retainer will continue to be paid during periods of paid sick leave or other paid authorised absences (subject to any reduction to half payment in accordance with Section 4, Part B, paragraph 10), payment of the retainer should be disregarded when calculating average weekly wage."

Annual leave

- D. For an employee working on the retained duty system where the “average weekly wage” (or “remuneration”) applies this shall mean the employee’s average weekly wage or remuneration in the previous 52 weeks, or, if less, the number of complete weeks during which the employee has been employed excluding any week in which they have been on sick leave or received no pay. The employer will not be required to look back more than 104 weeks before the start of the leave period in question. When the number of weeks in which remuneration was payable in the past 104 weeks is less than 52 then the average calculation will be based on the actual number of weeks in which remuneration was payable during that time. Where there are no weeks in which remuneration is payable, the employer will make an assessment of the amount that fairly represents a week’s pay taking into account such things as the amount received by other workers engaged in comparable employment.
- E. For those cases where the employee has no previous weeks it is important to provide the method of calculating the payment in detail, which the employee may wish to discuss with their trade union representative and/or the HR department. Where there has been an increase in the rates of fees or payments during the 52 week reference period or, if less, the number of complete weeks during which the employee has been employed, the new rate shall be used to make the calculation as if it applied throughout the reference period. Further, given that the annual retainer will continue to be paid during periods of paid sick leave or other paid authorised absences (subject to any reduction to half payment in accordance with Section 4 Part B paragraph 10), payment of the retainer should be disregarded when calculating average weekly wage.”

APPENDIX D

CONTINUAL PROFESSIONAL DEVELOPMENT SCHEME

Part A

1. This Scheme is designed to recognise and reward experienced employees who are able to demonstrate continual professional development over and above that required at 'competent' level under each of the national standards set out in the attached *Guidance to Applicants*. All parties to the process should be clear that to succeed in their application employees would be required to show that they have achieved this level of continual professional development against each of the national standards. It is the expectation of the National Joint Council that the vast majority of eligible employees will both achieve, and maintain, these standards.

Eligibility

2. To qualify for the payment employees will be required to demonstrate that their application is indicative of continual professional development against each of the national standards.
3. Employees covered by the NJC's Scheme of Conditions of Service (Grey Book) who have served the minimum period of time following attainment of 'competent' level in their respective role (Firefighter to Area Manager and control equivalents) may apply for this payment. At Firefighter (or Control equivalent) the minimum period shall be five years. Continual Professional Development payments will not be retained on promotion. However, once individuals at Crew Manager (or Control equivalent) level, and above, have attained competence in their new role, data in respect of their portfolio of evidence may be gathered over the subsequent year with a view to accessing a Continual Professional Development payment from the following July. It is recognised however that it may be appropriate to include some data relating to a period outside of the previous year.
4. Successful applicants will receive the payment with effect from the 1 July each year.
5. Employees who apply for but do not satisfy the requirements of the Scheme in any one year can reapply only after a period of twelve months has elapsed since their last unsuccessful application.
6. The first payments under this Scheme will be made from 1 July 2007. The payment will be retrospective, pensionable, taxable, and paid in accordance with normal pay periods.
7. Eligible employees will be able to submit their application for the payment by 1st March in the year in which they first become eligible. Decisions will then be notified by 1st June.
8. Until such time as a Fire and Rescue Service has in place a process for assessing competency in role for a period of 5 years, employees with 8 years service who have been deemed competent for pay purposes through the 2003 Pay and Conditions Agreement should be deemed competent for the purpose of being eligible to apply for a CPD payment. This is subject to the provisions of paragraph 3 above; therefore

employees who have been promoted to a new role and are in development are not eligible to apply for a CPD payment until after they have been assessed as competent. In those services without a formal process for assessing competence, these employees should be deemed competent for the purpose of being eligible to apply for a CPD payment after a period of 18 months.

Application process

9. In the first instance, individual employees are responsible for applying for the payment, which will be by completion of a standard application form. Employees will be required to complete the application form in accordance with the guidelines provided. This will include specific examples of success/achievement against each of the criteria under the national standards.
10. On application, examples should relate to experience and knowledge gained since attaining competence in role (see paragraph 3 above).
11. The completed application form will be submitted to the appropriate designated manager who will consider the application and refer their recommendation to the verification manager for final decision.
12. From then on the respective fire and rescue service will review and assess those in receipt of a Continual Professional Development payment to determine their on-going eligibility. Individuals will be notified of the outcome, in writing, prior to 1st June each year. The expectation is that non-renewal of the payment will be the exception. Please see paragraphs 15 and 16 below.

Level of payment

13. The level of payment in each Fire and Rescue Service has been determined by the National Joint Council. These amounts have been agreed taking into account estimated net savings resulting from the 15- year long service increment being phased out and reasonable assumptions about the number of eligible employees. Payments will rise in accordance with the pay award reached each July.
14. The National Joint Council recognises the importance of the Continual Professional Development scheme in rewarding employees whose experience, skills, and knowledge bring value to their Fire and Rescue Service. Consequently, and where appropriate, whilst the Continual Professional Development payment rates for individual Fire and Rescue Services have been calculated and agreed by the National Joint Council each Fire and Rescue Service is encouraged to explore ways in which the value of a Continual Professional Development payment can be brought up to a minimum level of £500 per annum (full-time equivalent) within the constraints of affordability and other priorities for the Fire and Rescue Service.

Unsuccessful applications

15. Individuals are entitled to raise the decision not to award/continue the payment through their Fire and Rescue Service's grievance procedure on the following grounds:
 - proper account was not taken of the material presented;
 - account was taken of irrelevant or inaccurate factors;

- unfair treatment
 - the Fire and Rescue Service failed to fully take into account all evidence to justify continuance of the payment.
16. Reasons for not awarding or renewing a Continual Professional Development payment must be given to the individual in writing, with reasons, by 1st June.

Maintaining standards

17. It is expected that employees awarded the payment will maintain this high level of continual professional development and commitment to the job necessary to achieve the payment. Each Fire and Rescue Service should put in place local procedures that will support and encourage employees to maintain those standards.
18. Where, under any formal management procedures, including the performance assessment process operated by the Fire and Rescue Service, concerns are identified with respect to the maintenance of this continual professional development by an employee in receipt of the payment, managers will inform the applicant in good time and provide opportunity for those concerns to be rectified prior to the renewal date.

Relationship to basic pay

19. A Continual Professional Development payment will be treated as basic pay for all pay-related purposes i.e. maternity leave, annual leave, pensionability, sickness.

Transfers, secondments and maternity leave

20. For the purposes of this scheme continuous service in the UK Fire and Rescue service will count towards eligibility.
21. In addition to paragraph 19 above, on return to work following any period of unpaid maternity leave an individual's Continual Professional Development payment will be reinstated and subsequently become subject to the normal re-assessment process the following July, or following a period of six months whichever is the sooner.

Part-time employees

22. Part-time employees including those employed on the retained duty system must not be treated less favourably than whole-time employees in the assessment process. All such employees will be paid on an individual pro-rata basis, subject to a minimum payment of 25% of the full-time equivalent rate.
-

GUIDANCE NOTES FOR APPLICANTS

This guidance is designed to help you complete the application form for the continual professional development payment. In order to qualify for the payment, you will need to demonstrate continual professional development over and above that required at 'competent' level under each of the national standards.

High continual professional development is reached under each national standard by demonstrating that continual professional development against each of the criteria.

For each of the national standards you are required to provide evidence of how you have continually professional developed. Evidence, which should include specific examples where appropriate, will result from the acquisition of experience and knowledge. This may be acquired through day to day experience in the role, training courses, or a mixture of both. You will be judged on the quality of the evidence not the length of the submission.

The national standards and their related criteria are as follows:

(i) **Professional competence**

- Effective organisation of work to meet the demands of your role
- Commitment to health and safety requirements
- Experience

(ii) **Commitment to the job**

- Commitment to achieving your Fire and Rescue Service's objectives
- Commitment to personal and professional development
- Commitment to achieving high levels of attendance

(iii) **Relations with the public and colleagues**

- Promoting equality, diversity and human rights in working practices
- Contributing to your Fire and Rescue Service's objectives, recognising the needs of all relevant communities
- Working as part of a team

(iv) **Willingness to learn and adjust to new circumstances**

- Making best use of available technology
- Demonstrating an openness to change

The Application Process

You will find attached to this guidance an application form for you to complete. Remember, the onus is on you to show how you have achieved continual professional development over and above that required at 'competent' under each of the national standards.

Care should be taken in completing this form to ensure fair and appropriate decisions are made. If you have any questions that are not covered in this guidance please talk to your line manager before submitting the application form.

For each national standard you are required to provide sufficient evidence to enable a fair assessment to be carried out. This does not necessarily mean that you must provide an example for every indicator under each standard.

Eligible employees may submit their applications by 1st March in the year in which they become eligible. Decisions will be notified by 1st June. To be eligible, applicants need to have served for five years following attainment of 'competent' level in your current role.

You are not required to prepare a portfolio of supporting evidence. Please do not attach additional pages to the form. Use only the space provided. If your line manager or the verifier requires additional supporting information, they will ask you for it.

From the second anniversary onwards the respective fire and rescue service will review and assess those in receipt of a Continual Professional Development payment to determine their on-going eligibility. Individuals will be notified of the outcome prior to 1 July each year. The expectation is that non-renewal of the payment will be the exception.

The Assessment Process

A designated appropriate manager will assess your application. It will then be passed to a higher level manager who will act as a verifier for review and to determine whether or not payment should be made.

PERSONAL DETAILS

Please enter your name, role, employee pay number, and the date at which you attained 'competent' level in your current role.

National Standard (i): PROFESSIONAL COMPETENCE

Under this national standard, you will need to demonstrate continual professional development and results appropriate for your role. Using only the box provided for your comments, set out clearly and concisely your achievements against the evidence for which managers and verifiers will generally be looking for. The areas that you will need to consider are:

Effective organisation of work to meet the demands of your role

You should indicate, for example, how you:

- Make sure that all matters relating to the processing of information are carried out in a prompt, efficient manner and in accordance with policy and procedure.

Commitment to health and safety requirements

- A copy of your Fire and Rescue Service's health and safety requirements and risk assessment for your role may be obtained from your Fire and Rescue Service.

Experience

- You should indicate the acquisition and application of knowledge and understanding gained through experience, beyond that required for 'competence'.

National Standard (ii): COMMITMENT TO THE JOB

Under this national standard, you will need to show how you have, to the necessary standard, demonstrated commitment to your job in the role in which you have achieved competency and are currently in.

Using only the space provided, set out clearly and concisely how you have shown the sorts of achievements that assessors will be looking for. The areas that you will need to consider are:

Commitment to achieving Fire and Rescue Service objectives

You should indicate, for example, how you:

- Take personal responsibility for your actions;
- Are focused on achieving results;
- Demonstrate sound judgement;
- Identify, implement and monitor development activities to enhance your own performance.

Commitment to personal and professional development

You should indicate, for example, how you:

- Keep yourself up to date with changes affecting your role;
- Assess your skills and identify potential personal development needs;
- Undertake continuous self-development activities;
- Obtain and utilise feedback from relevant people.

Commitment to achieving high levels of attendance

You should indicate, for example, how you:

- Achieved a satisfactory level of attendance in accordance with local policy and/or targets. In making such a judgment Fire and Rescue Service's will wish to be mindful of any reasonable circumstance which may have impacted upon an individual's ability to achieve this, and the individual's usual attendance record.

National Standard (iii): RELATIONS WITH PUBLIC AND COLLEAGUES

Under this national standard, you will need to show, to the necessary standard, how you have achieved good relations with members of the public and with your colleagues. The areas that you will need to consider are:

Promoting equality, diversity and human rights in working practices

You should indicate, for example, how you:

- Develop and maintain positive working relationships;
- Ensure that members of the public and your colleagues are treated fairly;
- Treat colleagues and members of the public with dignity and respect, including behaving in a way that demonstrates that you value difference and diversity in relation to gender, sexuality, ethnicity, religion, disability, age and nationality.

Contributing to your Fire and Rescue Service objectives, recognising the needs of all relevant communities

You should indicate, for example, how you:
provide a service that is responsive and sympathetic and recognises the needs of all relevant communities.

Working as part of a team

You should indicate, for example, how you:

- Work co-operatively with team members and colleagues;
- Seek to ensure that team objectives and performance indicators are achieved;
- If you have management responsibility, supervise short and medium term objectives, develop plans, monitor work activities, and regularly assess the performance of teams and individuals.

National Standard (iv): WILLINGNESS TO LEARN AND ADJUST TO NEW CIRCUMSTANCES

Under this national standard, you will need to show how you have, to a high level of continual professional development, demonstrated a willingness to learn new skills and adjust to new circumstances. The areas that you will need to consider are:

Making best use of available technology

You should indicate, for example, how you:

- Make best use of available technology in support of your role;
- Ensure correct operation and compliance with your Fire and Rescue Service policy and requirements.

Demonstrating an openness to change

You should indicate, for example, how you:

- Are adaptable and have a positive attitude towards change;
- Are flexible and can adapt to new ways;
- Understand the need for, and co-operate with, change suggesting changes to existing systems.
- If you have management responsibility, actively promote and lead your team positively to take change forward.

* Note: Providing evidence against this list should not preclude an individual from raising concern about change through recognised channels.

Remember, use only the space provided. Do not attach additional pages of evidence to the form.

Once you have completed the application form, sign and date the form and submit it to your appropriate line manager.

APPENDIX E

CONSTITUTION OF THE NATIONAL JOINT COUNCIL AND MIDDLE MANAGERS' NEGOTIATING BODY FOR LOCAL AUTHORITY FIRE AND RESCUE SERVICES

Preamble

1. This document lays down the constitution of the National Joint Council for Local Authority Fire and Rescue Services (the NJC) and the Middle Managers' Negotiating Body (MMNB).
2. The NJC shall cover all uniformed employees of Fire and Rescue Services in the United Kingdom in the roles of Firefighter to Area Manager.
3. Neither the NJC nor MMNB shall reach agreement on any matter that also affects employees within the scope of the other body without first having referred that matter to the other body for consideration and received its conclusions.
4. The MMNB shall have plenary powers to deal with the pay and conditions of middle managers (who are defined as employees in the roles of Station Manager, Group Manager and Area Manager) within the framework of the NJC.
5. Agreements and/or decisions reached within either body do not have to be referred to the other for endorsement.

Functions

6. The function of the NJC and MMNB shall be to make arrangements to secure the largest measure of joint co-operation and agreement on conditions of service of those persons within its scope, and the settlement of differences between fire and rescue services and employees within their scope. It shall be permissible for the NJC and MMNB to take any appropriate action that falls within the foregoing definition.

The term "conditions of service" shall be construed as including in particular:

- I. roles, pay and allowances;
- II. hours of duty and leave;
- III. discipline arrangements;
- IV. procedure for appeals against dismissal or disciplinary action (including dismissal on disciplinary grounds) other than questions of discipline affecting individuals;
- V. welfare arrangements.

Independent Chair

7. There shall be an Independent Chair, who shall chair both the NJC and MMNB. The process of appointment of the Independent Chair will be agreed by the NJC. An Independent Chair shall be appointed to serve for a maximum term of three years, and may serve for a maximum of two terms.

8. The role of the Independent Chair shall be:
- To ensure the effective and proper conduct of business, including making appropriate use of the Joint Secretaries. This will include ensuring proper communication between the NJC and MMNB.
 - To consider with the Joint Secretaries whether issues should be considered in either the NJC or MMNB, or both.
 - To report to the NJC or MMNB on agreements and/or decisions reached within the other body.
 - To build consensus with a view to forging partnership.
 - To play an active brokering role.
 - To ensure there is an opportunity for minority voices to be heard and that such minority voices are briefed on developments.
 - On behalf of the NJC and MMNB, to liaise with appropriate government departments and ministers, relaying positions and gaining feedback.
 - To prepare an annual report (for approval by the NJC and MMNB) setting out the NJC's and MMNB's roles, activities and achievements.
9. The Independent Chair shall not have a vote.

Vice-Chair

10. Both the NJC and MMNB shall appoint a Vice-Chair annually from their respective memberships. The appointee shall alternate between the two sides. The Vice-Chair shall preside in the absence of the Independent Chair at any meeting. In the absence of both the Independent Chair and Vice-Chair at any meeting, a Chair for that meeting shall be appointed from those members present.

Membership

11. The NJC shall consist of 28 members appointed by the representative bodies set out below:

Employers' representatives

National Organisation of Employers of Local Authority Fire and Rescue Services	14
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Employees' representatives

Fire Brigades Union	14
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12. The MMNB shall consist of 28 members appointed by the representative bodies set out below:

Employers' representatives

National Organisation of Employers of Local Authority Fire and Rescue Services	14
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Employees' representatives

Fire Brigades Union	13
Fire Officers Association	1

13. If any of the organisations referred to in paragraphs 11 or 12 above fails to appoint the number of representatives provided for by the constitution, such failure to appoint shall not invalidate any decisions reached.
14. In the event of any member of the NJC or MMNB being unable to attend any meeting, the organisation represented by that member shall be entitled to appoint another representative to attend as a substitute.

Changes in the composition of the Employees' Side

15. Any independent certified trade union represented on the NJC or MMNB, or any independent certificated trade union that is not represented, may initiate a review of the composition of the Employees' Side of either the NJC or MMNB. Following such a request the NJC will commission an independent audit of membership levels.
16. In order to gain recognition and a seat on the NJC or MMNB, any independent certified trade union must demonstrate, through an independent audit commissioned by the NJC that it has in its membership at least one fourteenth of the number of employees covered by either the NJC or MMNB as appropriate.
17. In order to gain an additional seat, or to retain any seat, on the NJC or MMNB, a recognised trade union must demonstrate, through an independent audit commissioned by the NJC, that it has in its membership at least one fourteenth of the number of employees covered by either the NJC or MMNB as appropriate, in respect of each seat.
18. In the case of both the NJC and MMNB the total Employees' Side membership at any time shall not exceed 14.
19. The organisation initiating the review process shall meet all the relevant costs, including those of the independent audit.
20. No trade union can be the subject of a review within three years of it last being the subject of review.

Conduct of business

Committees

21. The NJC or MMNB may appoint from their own members such committees as they may consider necessary. Reports from such committees shall be submitted to the NJC and/or MMNB as appropriate.

Advisers

22. Either side of the NJC or MMNB may invite the attendance of any person whose special knowledge would be of assistance. Such persons would not have the power to vote.

Officers

23. Each side of the NJC and MMNB shall appoint a Secretary, who shall act as Joint Secretaries. The Employers' Side shall appoint the Employers' Side Secretary and the Employees' Side shall appoint the Employees' Side Secretary. The Joint Secretaries may or may not be members of the NJC or MMNB. In the event that a Joint Secretary is a member, he or she shall have a vote. The Employers' Secretary shall also be appointed Treasurer to the NJC. The NJC may appoint an auditor.

Meetings

24. There shall be an annual meeting of the NJC and MMNB as soon as possible after 30th September each year. Ordinary meetings shall be held as often as may be necessary. The Independent Chair shall call a special meeting of the NJC and/or MMNB if so requested through the Joint Secretaries.
25. The requisition and notice summoning any special meeting shall state the nature of the business proposed to be transacted and no other matters shall be discussed. A special meeting shall take place within fourteen days after receipt of the requisition by the Independent Chair.

Voting

26. Voting on the NJC and MMNB shall be by show of hands or otherwise as determined. No resolution shall be regarded as carried unless it is approved by a majority of the members present on each side of the NJC or MMNB except where the resolution concerns an amendment to the constitution in which case the requirements of paragraph 33 below shall apply.

Quorum

27. The quorum of the NJC and MMNB (and any other committee established under the terms of paragraph 21 above) shall be a majority of the full representation on each Side. In the absence of a quorum the Independent Chair 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 of the date of the first special meeting.

Notice of meetings

28. The notices of meetings of the NJC and MMNB shall provide full particulars of the business to be transacted and shall be sent to members at least seven days before the meeting. Any organisation represented on the NJC or MMNB shall be entitled to place items on the agenda for a meeting of that body.

Minutes

29. Within twenty-one days of any meeting of the NJC or MMNB (or any other committee established under the terms of paragraph 21 above) the Joint Secretaries shall send a copy of the minutes of the proceedings to each member of the relevant body, and these shall be ratified, subject to any amendment, at the next meeting of that body.

Settlement of differences

30. If the NJC or MMNB fails to reach agreement on any matter for which it has responsibility, that matter will be referred to ACAS for conciliation. Both sides will participate in the process of conciliation and act in good faith. Where conciliation fails to produce a settlement either side of the NJC may request arbitration through the services of ACAS. Following such a request, both sides shall fully participate. In such circumstances it follows that both sides have voluntarily agreed to take part in the arbitration process whenever it is invoked and have agreed in advance to be bound by the decision of the arbitrator.
31. In the event that either side has any doubt about whether or not the failure to agree relates to arbitrable issues, and this is not resolved through negotiation or conciliation, then the question of whether or not such issues are arbitrable, taking full account of all agreements between the sides will be put to an arbitrator provided by ACAS. The decision of the arbitrator on such an issue will be binding on both sides.

Finance

32. The expenses of the NJC and MMNB (including any other committee established under the terms of paragraph 21 above), but not any expenses incurred by members in attending meetings, shall be shared equally by the two sides.

Amendment to constitution

33. (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 NJC 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.

Status

34. The status of this constitution is that of a collective agreement between representatives of fire and rescue authorities in the United Kingdom and representatives of the trade unions at paragraphs 11 and 12 above. As such it is intended to form a collective agreement as defined in Section 178 of the Trade Union and Labour Relations (Consolidation) Act 1992.

APPENDIX F

‘WORKING TOGETHER’ A JOINT PROTOCOL FOR GOOD INDUSTRIAL RELATIONS IN THE FIRE AND RESCUE SERVICE

The National Joint Council (NJC) recognises that Fire and Rescue Service managers and trade union representatives must work together for the benefit of the service, its employees, and local communities. To this end the principles below will apply both at national and local level.

Principles

- Joint commitment to the success of the Organisation¹.
- Joint recognition of each others legitimate interests and responsibilities.
- Joint focus on the quality of working life
- Joint commitment to operating in a transparent manner
- Joint commitment to continuously improve industrial relations
- Joint commitment to reaching agreement within appropriate timescales
- Joint commitment to ongoing dialogue and exchange of views including face-to-face meetings
- Joint commitment to a ‘no surprises’ culture

In support of the above principles employer representatives² will:

- Engage trade union representatives early in consultation/negotiation (as appropriate) on issues which have workforce implications
- Share full and appropriate, and timely information e.g. on finance and employment matters to trade union representatives in order to enable effective consultation or negotiation to take place
- Take on board trade union views, providing full and frank feedback on how that process has influenced their subsequent position
- Put in place reasonable trade union facilities in accordance with statutory requirements and ACAS good practice guidance in order to support this inclusive approach

Trade union representatives will:

- Take an active and constructive part in discussion at an early stage to facilitate reaching agreement within the appropriate timescale

¹ The term “Organisation” refers to the NJC and/or local fire and rescue services, as appropriate

² The term “Employer representatives” refers to the Employers’ Side of the NJC or local managers, as appropriate

- Provide a considered response to proposals, including alternative options, in accordance with a locally developed timescale or those contained in the national model procedures, as appropriate
- Share with managers relevant and appropriate information to assist discussions

All parties:

- Recognise their common interests and joint purpose in furthering the aims and objectives of the Organisation and in achieving reasonable solutions
- Will behave respectfully towards each other at all times
- Accept the need for joint consultation or negotiation in securing their objectives
- Will identify at the outset the appropriate timescale for discussion
- Respect the confidential nature of the, at times, sensitive information exchanged
- Actively work together to build trust and a mutual respect for each other's roles and responsibilities
- Ensure openness, honesty and transparency in communications
- Provide top level commitment to the principles outlined in this protocol
- Take a positive and constructive approach to industrial relations
- Commit to early discussion of emerging issues and to maintaining dialogue in order to ensure a 'no surprises' culture
- Commit to ensuring high quality outcomes
- Where appropriate, seek to agree public positions

Consultation and Negotiation

To assist all parties at local level the NJC has already agreed model consultation and negotiation procedures which are contained in the Scheme of Conditions of Service (Grey Book) that promote joint solution seeking. Both procedures contain principles which all parties have agreed to adhere to. In the case of the consultation procedure parties at local level have agreed to identify and work within an appropriate timescale. In the case of the negotiation procedure timescales are set out which should be adhered to in order to ensure timely resolution. This is equally the case where alternative timescales have been jointly agreed at local level.

Both model procedures contain definitions of the circumstances in which they are to be used. In the case of consultation, matters shall be those that do not require collective agreement. In the case of negotiation, matters shall be those that do.

The simplest explanation of the difference between consultation and negotiation is that anything which is contractual and therefore needs the agreement of the individual employee or their trade union on their behalf is negotiation. Everything else is consultation.

The standard issues referred to in a person's contract are matters which require agreement to change and are therefore negotiable. Basically, this covers remuneration, hours of work, leave entitlements and any other conditions of service. It may also cover local policies and procedures not specified within the Scheme of Conditions of Service (Grey Book), or NJC circulars, where they are within the individual's contract and the contract does not provide that the employer has the right to amend them from time to time without agreement. It may also include local practices that are not contained within an individual's contract but may be implied contractual terms. Everything else is consultation.

Both processes should be conducted with a view to reaching agreement and therefore should include an opportunity to consider alternative approaches to an issue. Where agreement cannot be reached both parties will consider further options but in doing so commit to taking unilateral action only as a means of last resort i.e. industrial action or imposition of change.

Both processes allow for joint agreement to external assistance should that prove necessary. Local parties are reminded of the benefit of such assistance and the joint commitment in the Grey Book to not unreasonably refuse such assistance. Such involvement must also be carried out in a timely manner with both parties committed to ensuring this is the case.

NJC assistance to local parties

The NJC Joint Secretaries clearly have a role in assisting dispute resolution at local level. Such issues need to be jointly referred, in writing, and the parties locally will need to demonstrate that consultation or negotiation processes have been exhausted at local level. The joint letter shall:

- Be agreed and signed by both local parties
- Contain a joint summary of the issue on which agreement has not been reached, evidence of discussion to date including the original proposal and any amendment made as a result of joint discussion at local level.
- Contain a concise statement from each party summarising their respective position.*

*This does not preclude each party subsequently providing unilateral briefings to their own Joint Secretary.

When requested to assist the Joint Secretaries will expect their respective parties to:

- Commit fully and with good intent to the process, maintaining an open mind, and whenever possible both parties present should have the authority to reach agreement.
- Ensure they are available for meetings, if and when required
- Respect the confidential nature of matters under discussion through the Joint Secretaries process

The NJC can also provide specific assistance in the form of the Technical Advisory Panel and the Resolution Advisory Panel, as appropriate. Both processes are contained in the Scheme of Conditions of Service (Grey Book). Where a matter is referred through either process all parties shall commit fully and with good intent to the process, ensuring they maintain an open mind, are available for meetings, and whenever possible both parties present should have the authority to reach an agreement.

Conclusion

All of the principles and commitments above are intended to encourage and support a joint approach to maintaining and improving upon good industrial relations within the fire and rescue service as a whole.

It is recognised that all parties have their part to play in ensuring that outcome is achieved.

APPENDIX G
TABLE OF CIRCULARS INCORPORATED INTO 7TH EDITION
(SEPTEMBER 2004 TO DECEMBER 2024)

Death or Permanent Disablement Arising from Assault	NJC/12/07
Continual Professional Development Scheme (CPD)	NJC/15/07
Joint Constitution	NJC/16/07
Industrial Relations Protocol	NJC/18/07
Fairness and Dignity at Work	NJC/08/08
Retirement and Pension Schemes	NJC/06/09
Changes to the Maternity, Paternity and Adoption Provisions	NJC/02/11
Part-Time Workers (Prevention of Less Favourable Treatment) Regulations – Amendments to the Scheme of Conditions of Service (Grey Book)	NJC/04/11
Car mileage rates	NJC/08/13
Time off to accompany to ante-natal appointments	NJC/05/14
Time off to attend adoption appointments and other changes	NJC/01/15
Adoption appointments	NJC/08/15
Annual leave- retained duty system- calculation of pay (annual leave)	NJC/02/20
Leave during coronavirus outbreak	NJC/03/20
Pay award (RDS)	NJC/03/24
Maternity pay	NJC/05/24