



HUMBERSIDE FIRE AND RESCUE SERVICE

Service Delivery

Pre-Arranged Uniformed Staff Overtime

Owner	Director of Service Delivery Support
Responsible Person	GM Service Delivery Support
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1. INTRODUCTION

Humberside Fire and Rescue Service (HFRS) will take efficient and effective measures to secure sufficient personnel to deal with normal circumstances. Where this requires the use of pre-arranged overtime this will only be in accordance with the negotiated agreement contained in the Guidance Note associated with this policy.

Pre-arranged overtime is to be worked on a voluntary basis and will not be used to make up any planned shortfall in the overall staffing level set out in the Fire Authority's risk management plan. The arrangements for the application of this agreement were the subject of consultation between the Fire Authority and recognised trade unions.

The Fire Service Pay and Conditions Agreement 2003 states that employees will be free to undertake pre-arranged overtime at premium rates of pay (one and a half times the appropriate hourly rate) for no more than 24 hours per month, averaged over a six months period. Pre-arranged overtime is to be worked on a voluntary basis and will not be used to make up any planned shortfall in the overall staffing level set out in the fire authority's risk management plan. The arrangements for the application of this agreement were to be the subject of consultation between the fire authority and recognised trade unions.

2. EQUALITY AND INCLUSION STATEMENT

HFRS has a legal responsibility under the Equality Act 2010, and a commitment, to ensure it does not discriminate either directly or indirectly in any of its functions and services nor in its treatment of staff, in relation to race, sex, disability, sexual orientation, age, pregnancy and maternity, religion and belief, gender reassignment or marriage and civil partnership. It also has a duty to make reasonable adjustments for disabled applicants, employees and service users.

3. LEGISLATIVE REQUIREMENTS

- The Fire and Rescue Services Act 2004
- The Working Time Regulations 1998
- Working Time (Amendment) Regulations 2003
- Time Owing Policy

4. ASSOCIATED DOCUMENTS

- Humberside Fire Authority's Integrated Risk Management Plan
- The Fire Service Pay and Conditions Agreement 2003
- Procedure and Guidance Note PGN2_16 Leave Arrangements
- Procedure and Guidance Note PGN2_16A

5. AIM

To ensure that arrangements are in place to secure sufficient employees to cover short-term and unforeseen shortfalls in accordance with agreed criteria for pre-arranged overtime.

6. OBJECTIVES

To consistently and fairly apply pre-arranged overtime by:

- the production of conditions and criteria for the implementation of the policy.
- obtaining agreement with recognised representative bodies for the acceptance of the conditions and criteria for pre-arranged overtime.

7. GUIDANCE INFORMATION

DEFINITIONS

1. Standard Appliance Crewing Level's (SACL's)

Standard Appliance Crewing Levels are the minimum number of personnel that will ride specific primary crewed appliances at each fire station depending upon resources at that station.

- Water Ladder - 4 or 5
- Water Tender – 4
- Small Fires Unit - 2

2. Standard Service Crewing Level (SSCL)

The total number of personnel required to crew all primary crewed appliances to Standard Appliance Crewing Levels (SACL's)

3. Application of the Agreement

The arrangements contained in this policy will apply as a local agreement on the application of the principles set out above.

4. Purpose

- a. The use of overtime will be considered to cover various organisational requirements, as set out in [Appendix A](#).
- b. Pre-arranged overtime will be worked on a voluntary basis and will not be used to make up any shortfall in the overall staffing level set out in Humberside Fire Authority's Integrated Risk Management Plan.

5. Eligibility

- a. All uniformed personnel, excluding those on the flexible duty system, will be eligible to volunteer for and work pre-arranged overtime, subject to any limitations imposed by working time legislation. However, there is no automatic right to work pre-arranged overtime. No pressure should be placed on individuals to volunteer or not volunteer.

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- b. Employees willing to work pre-arranged overtime must inform their Emergency Response.
- c. GM/Section Head who will maintain an up to date register of such personnel Employees volunteering for overtime who have demonstrated performance to the required standard in their role will be given priority when management have determined a need for pre-arranged overtime to be worked.

6. Availability and Allocation

- a. Pre-arranged overtime may be used to cover organisational requirements (as indicated above) appropriate to individuals' roles and may extend beyond station level cover. Wherever practicable, 'off station' training will take place during normal duty periods. Where it does not, overtime will be payable subject to prior authorisation at Emergency Response Manager level.
- b. Local managers will determine the requirement for, and allocation of, pre-arranged overtime, which will be subject to approval at Emergency Response GM or Section Head level, having first considered the availability of employees to be detached.
- c. Pre-arranged overtime will only be offered to employees on rota days and is subject to the following conditions:
 - i. Overtime will not be worked whilst on annual or public holiday leave.
 - ii. The individual must have 11 consecutive hours of rest in any 24 hours' period.
 - iii. The individual must have an uninterrupted 24 hours' period of rest during a 7 days' period.

Items (ii) and (iii) are requirements within the Working Time Regulations. Their application will be accommodated within established working patterns which comply with provisions in the Regulations allowing rest periods to be taken in a different pattern to that set out in the Regulations.

- d. Pre-arranged overtime may be worked by an individual employee for no more than 24 hours per month, averaged over a six-month's period.
- e. Overtime is not restricted to a full shift or day, but may be for shorter periods, for example covering a community fire safety partnership meeting.
- f. Pre-arranged overtime may be cancelled if the circumstances creating the need vary. No less than 48 hours' notice of cancellation will be provided by management, wherever practicable, prior to the overtime duty commencing.
- g. In the event of an individual's circumstances changing, they must provide a minimum of 24 hours' notice to withdraw from pre-arranged overtime. Other than this, the requirement to attend for pre-arranged overtime is the same as for attendance during normal working hours.

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7. Payment

- a. Pre-arranged overtime will be paid at premium rates of pay (one and a half times the appropriate hourly rate and double time on public holidays) for such time worked in excess of the relevant average full time weekly hours. In some instances, 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 (see PNG2_16G). Staff employed on part-time and job share contracts will be paid at plain time rates for additional hours worked up to the weekly hours of comparable full-time staff. Time worked above this number of full-time hours will be paid at premium rates as above.
- b. There is no entitlement to travelling and subsistence allowances when overtime is worked as the location where the overtime is worked is deemed to be the employee's place of work on that occasion. However, there may be occasions where, by prior agreement, casual user mileage rates will apply to individuals using their own vehicles, for example, in performing peripatetic community fire safety work.

Appendix A

MANAGER'S GUIDE ON USE OF THE PRE-ARRANGED UNIFORMED STAFF OVERTIME POLICY

Part 1 Purpose

- a. Examples of organisational requirements for which overtime can be considered include:
- cover for unexpected absences to maintain SSC*
 - agreed community safety activities
 - exceptional protracted operational incidents
 - off-shore incidents / training
 - agreed ad hoc training events**
 - maintain minimum Service crewing levels (see [1b below](#))

This list is not necessarily exhaustive and other circumstances may arise where the use of overtime may be appropriate.

* "Unexpected absences" refers to absences which are **not** pre-planned and approved in advance. In regard to the Shift Duty System, unexpected absences are those that first occur between the last night and first day of the shift duty system. For such absences pre-arranged overtime may be granted for any shift affected by the unexpected absence, within the immediately following tour of duty.

Similarly, pre-arranged overtime may be granted to cover shifts affected by unexpected absences occurring during a tour of duty.

Note: Where absence is due to sickness, it should be noted that crewing levels already allow for an element of sickness absence. Because of this, an agreed aspect of the application of the policy is that "cover for unexpected absences" in the context of sickness absence refers to cover for unanticipated and short-term crewing shortfalls which arise from an episode of sickness absence that first occurs between the last night and first day of the shift duty system.

** Crewing levels already allow for an element of absence on programmed training courses. Overtime should only be considered to provide cover for

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unanticipated and short-term crewing shortfalls arising from unanticipated training events.

The following principle applies regarding the use of pre-arranged overtime for crewing shortfalls:

- On occasions when crewing falling below Standard Service Crewing (SSC) becomes evident **before** a shift commences, the Pre-Arranged Overtime policy may be applied, i.e. pre-arranged overtime may be used providing an 'organisational requirement' criteria is met (see examples and notes above). On occasions where the fall below SSC becomes evident **after** the shift commences, the Pre-Arranged Overtime Policy will not be used and the 'drop-down' policy on crewing will be implemented.

A procedure ([AppB](#)) and flowchart ([AppC](#)) for dealing with crewing shortfalls is detailed in Supplement 1.

- b. In accordance with the national agreement, it is important that overtime is not used in any way to cover unfilled vacancies in the Service establishment. However, on occasions when the Service is showing no net operational FF vacancies, overtime **may** be considered by the duty Director to maintain minimum Service crewing levels on any occasion that shortfalls are reasonably **predicted** and all other options to maintain minimum Service crewing levels have been exhausted.

2. Eligibility

- a. The limitations imposed by the Working Time Regulations are covered at [paragraph 6c above](#) (below) the policy agreement. Any evidence of pressure being put on individuals to work or not work overtime in contravention of the policy should be reported and dealt with appropriately. Advice will be available in individual cases.
- b. All employees covered by the policy should be given the opportunity at station or section level to declare that they are aware of the requirements of the policy and wish their name to be included on a register of volunteers for overtime. (Simple model pro-formas are attached at Supplements 2 and 3. They should also have the opportunity to withdraw their name from the register at any time, subject to the 24 hours' notice period referred to in this policy (see [paragraph 6c above](#)). Registers of volunteers should be kept at station and section levels. The information must be accurately maintained and passed from station level to Service Support Centre Administrators who will keep a record of the register and overtime hours worked for use at Area Management and Service Management levels.
- c. "Performance to the required standard in their role" means satisfactory performance within role at current assessed level of competence i.e. development stage or competent). Anyone deemed not to be performing at this standard must have been informed of this through an appropriate stage of the Conduct and Performance Procedure. There may be occasions where a manager deems it appropriate to remove an employee from the overtime register in such circumstances, in which case the employee will have recourse to the Grievance Procedure.

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3. Availability and Allocation

- a. Volunteers need to be aware that they may be asked to work overtime outside their station area (see the declaration referred to in paragraph [\(2b above\)](#)). Employees who have not volunteered for overtime should not be disadvantaged by, nor pressurised to take part in, any work or training arranged as overtime.

Overtime offered should be appropriate to an individual's role, hence cover required for a role above fire-fighter level should initially be offered to an employee at that role level who is on the overtime register. If there is no-one available from the register at that role level, 'acting up' arrangements may be made.

- b. It is important that managers exercise control over the authorisation of pre-arranged overtime and explore other alternatives for covering organisational requirements where possible to avoid the unnecessary use of overtime. Other than in exceptional circumstances and at duty Directors discretion, overtime will not be used where deployments / detachments can be used to cover these requirements.

During a period when the arrival of a detachment / deployment is awaited to cover a staffing shortage identified before the shift commenced, overtime of up to two hours on a 'staying back' basis (one hour for personnel between night shifts) may be offered to a member of an off going watch who is on the overtime register. Commitments and expenditure on overtime will be monitored centrally. To this end, clearance must be obtained from an Emergency Response GM (or duty Director if an Emergency Response GM is not available) before any pre-arranged overtime is authorised. For payment purposes, the overtime hours worked must be identified separately as pre-arranged overtime on form Per 9 (claim form for overtime payments). In operating the policy, the Operational Resource Management Team will collate all occasions and circumstances where pre-arranged overtime is used address crewing shortfalls to enable updates to be provided to the Chief Fire Officer via the Director of Service Support.

Should a situation arise where pre-arranged overtime is proposed at a station where there are no or insufficient numbers of volunteers, Emergency Response GM's may use their discretion in either withdrawing the proposed overtime or arranging for the shortfall to be allocated in the normal way to volunteers at neighbouring stations.

- c. Overtime working between night shifts should be avoided if possible and, in any case, limited to one hour. The provisions of the Working Time Regulations are outlined in [paragraph 6c above](#). The application of compensatory rest will be accommodated within established working patterns which comply with provisions in the Regulations allowing rest periods to be taken in a different pattern to that set out in the Regulations.
- d. Overtime hours worked by individuals should be monitored at station / section level to ensure the maximum is not exceeded. Monitoring will also be undertaken at local Hub area and SSSC.

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The allocation of pre-arranged overtime at station / section level should be carried out on an equitable basis to ensure fair distribution of overtime hours available averaged over a period of time. For example, an employee should not be disadvantaged by repeatedly only being allocated relatively short periods of overtime whilst others are consistently allocated longer periods.

- e. Every effort should be made to ensure that at least 48 hours' notice of cancellation of pre-arranged overtime is given. Should a situation arise, exceptionally, where notice of cancellation is insufficient to prevent personnel from travelling to undertake the overtime work, travelling expenses necessarily and unavoidably incurred should be reimbursed at approved rates.
- f. Once an individual has committed to working a specific period of overtime working, he /she is required to give 24 hours' notice to withdraw from this*.

4. Review

Any comments on the application of the scheme in practice would be welcome as part of the review process and should be addressed to the Lead HR Officer. Any points requiring further consideration or clarification should be similarly addressed.

It is important that all parties work positively to enable the successful application of the policy which has been agreed between the Service and the FBU.

* All managers and employees must make reasonable effort to ensure that the required notice periods are adhered to.

**If anyone requires any further guidance/information relating to this document,
please contact Human Resources**

Appendix B

1. Procedure for Dealing with Crewing Shortfalls

This procedure should be read in conjunction with the Manager's Guide on the use of the Uniformed Staff Overtime Policy. It aims to make clear the options available to managers when crewing levels fall below SSC (see flow-chart [App C](#)).

Where a crewing shortfall occurs before the commencement of a shift (this may be during the period following the last night and first day of the shift duty system or a shortfall occurring during a tour of duty) the following procedure should be adopted.

- Firstly, check the SSC figure. If this remains at or above SSC after the absence has been taken into account, a detachment or deployment should be arranged to ensure that all appliances are fully crewed.
- If the crewing shortfall causes crewing to fall below SSC, consideration should be given to offering pre-arranged overtime. The reason for offering overtime must fall within the criteria detailed in [paragraph 1 of the Manager's Guide](#).
- If the reason for overtime is within the criteria, approval must be sought from an Emergency Response GM (or if none available, the duty Director).
- Overtime may then be offered according to the list held on station.
- Overtime should first be offered to personnel from the station where the shortfall has occurred but if no volunteers are found the offer may extend to personnel from the next nearest station(s).
- Where no volunteers can be found the drop-down procedure should apply.
- In the event that the reason for overtime is not within the criteria, the drop-down procedure should apply. (If in doubt, consult the duty Director).

Where a crewing shortfall becomes apparent **after** the commencement of the shift the procedure is different.

- If crewing is above SSC figure, then personnel should be deployed to ensure that all appliances are fully crewed.
- Where crewing falls below SSC, the drop-down procedure should apply.

2. Note 1

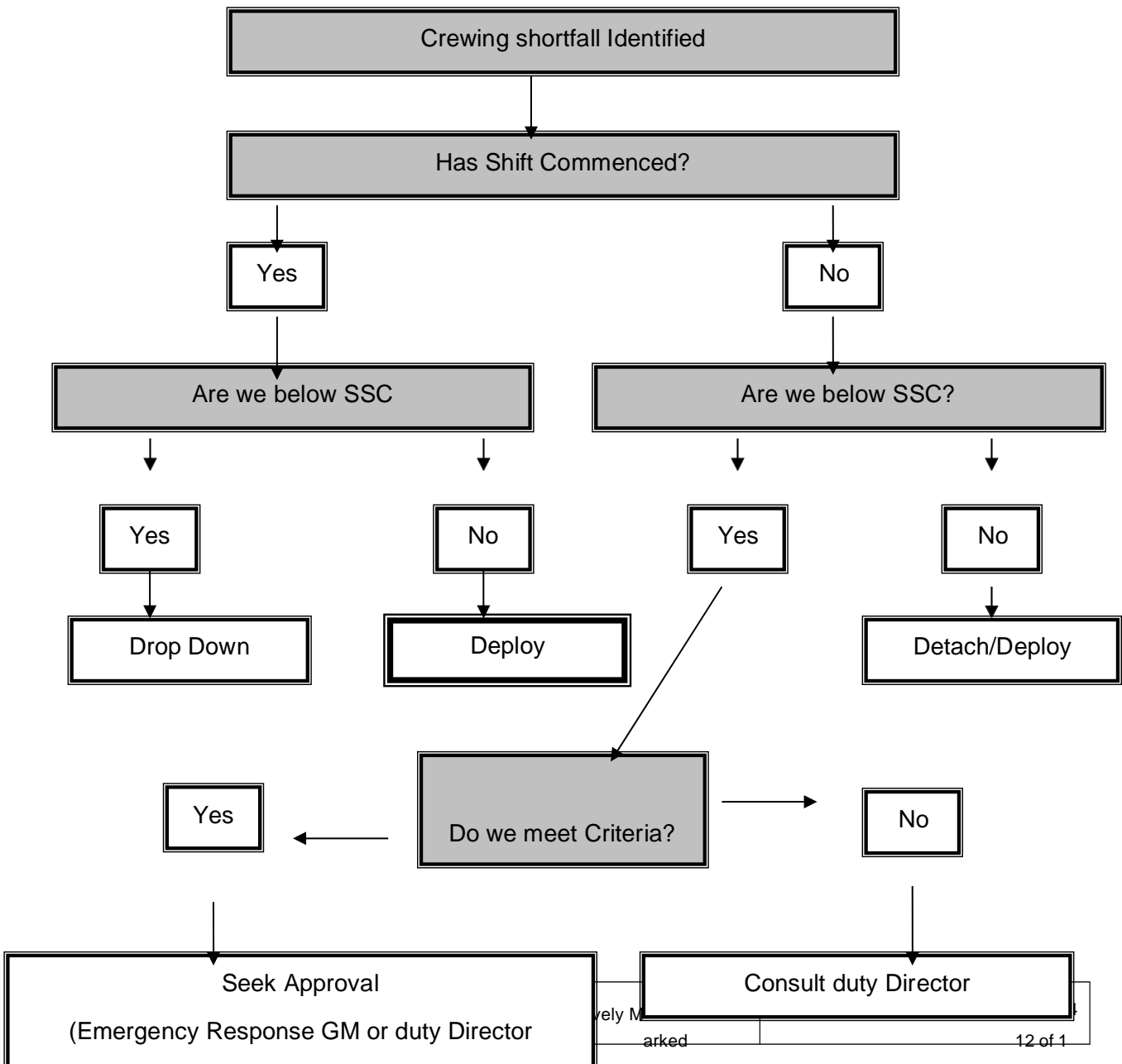
Casual overtime may be offered to personnel from the off-going shift to keep all appliances fully crewed until deployments arrive. This should be for a maximum of 1 hour between night shifts and two hours at all other times.

3. Note 2

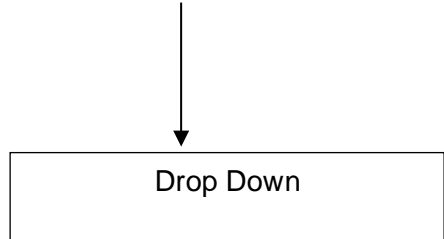
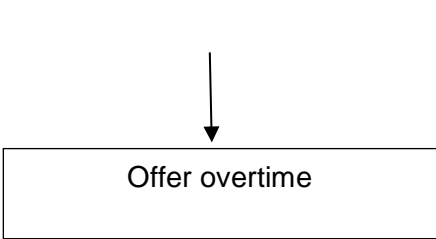
Where the shortfall is caused by the absence of a Watch Manager or a Crew Manager; overtime should be offered to these roles before acting up takes place. If, however, crewing is at or above SSC acting up will occur as normal.

Appendix C Flow Chart

Procedure for Dealing with Crewing Shortfalls - Flowchart



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Appendix D

Pro Forma

Confidential – Personal Information

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NAME:

ROLE:

STATION / SECTION:

WATCH:

CONTACT TELEPHONE NUMBER:

(For use in the case of contact being necessary to cancel pre-arranged overtime)

OR (if no contact telephone number is provided):

I do not wish to provide a contact telephone number but undertake to contact management for confirmation of prearranged overtime 48 hours before it is due to be worked.

I wish to volunteer to work pre-arranged overtime, if and when available, in accordance with the Uniformed Staff Overtime Policy of Humberside Fire and Rescue Service. I confirm that I have read, understand and will abide by the terms of the Policy.

Signed:

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Date:

Request received by Emergency Response Manager / Section Head and volunteer's name entered on register:

Signed:

Date:

Appendix E

Register of Personnel who have volunteered to work pre-arranged overtime

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**REGISTER OF PERSONNEL WHO HAVE VOLUNTEERED TO WORK
PRE-ARRANGED OVERTIME**

STATION / SECTION:

NAME.....

DATE REGISTERED.....

COMMENTS/CHANGES (with dates)