



West Yorkshire
Fire & Rescue Service

WYFRS Accommodation Policy (Grey Book) HRPOL076

OFFICIAL

Ownership: Employee Resources

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**Revision and Signoff Sheet
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Reviewers

| Name | Version Approved | Position | Organisation | Date |
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| Steve Holt | 1.0 | GM ER | WYFRS | 30/04/2021 |
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Introduction

West Yorkshire Fire and Rescue Service (WYFRS) will make available accommodation for the use of wholetime operational members of staff during standby / On-call periods.

Accommodation will be available on a voluntary basis. Staff are not contractually obliged to stay in accommodation provided by the Authority whilst on standby / On-call periods.

The accommodation should be used as detailed in the WYFRS Housing agreement. Individuals using the provided accommodation will have to sign the agreement prior to making use of the accommodation.

Employees must not use the provided accommodation as a primary residence or postal address. All personal belongings must be removed or stored in a secure locker at the end of the duty period.

Accommodation will only be provided to applicable staff members where there is availability within the existing estate(s). This will be managed by the relevant District Command teams in consultation with Group Manager Employee Resources.

WYFRS accommodation will be furnished, the furniture remains the property of WYFRS at all times and should not be removed from the property. Any damages or breakages should be reported and repaired in the usual way.

Schedule 14 of the 2004 Housing Act allows the provision of accommodation to staff by WYFRS.

Allowances

Staff utilising WYFRS accommodation may be entitled to an additional allowance (see appendix 1).

Staff Members working the Day Crewing Duty System will **not** be eligible to receive the Rent, Fuel and Light allowance whilst using WYFRS accommodation.

Staff Members working the Flexible Duty System (FDS) or Continuous Duty System will still be eligible to receive associated allowances as per the staff allowances policy.

Staff Members will not be eligible to claim any relocation assistance allowance(s) (HRPOL006) associated with WYFRS accommodation.

Compensatory Grant

Staff utilising WYFRS accommodation during standby periods will not be eligible to receive the Compensatory Grant associated with any duty system.

Family Friendly

Access for families and visitors during standby hours is permitted on WYFRS accommodation, however this must be in accordance with the terms and conditions as set out below.

Staff using WYFRS accommodation will meet with their line manager frequently to discuss their wellbeing and complete a stress risk assessment specifically focused on fatigue, work life balance and issues relating to family support.

WYFRS have the following policies in place to support the Health and Wellbeing of staff:

- Mental Health and Wellbeing Policy
- Welfare Guidance Policy
- Day Crewing Policy – Flexibility of working hours
- Regular Health Screening
- Wellbeing Ways support package
- AXA Employee Assistance Programme

Equality Impact assessment

An Equality Impact Assessment had been completed.

Accommodation Agreement

West Yorkshire Fire & Rescue Authority Accommodation Agreement

DATED

Parties

1.1. West Yorkshire Fire and Rescue Authority, Oakroyd Hall, Bradford Road, Birkenshaw, West Yorkshire. BD11 2DY.

1.2.

Definitions: -

1.3. "The Authority" means West Yorkshire Fire & Rescue Authority.

1.4. "The Employee" means the person specified in Clause 1.2. above.

1.5. "Firefighter" means all operational ranks from Firefighter to Chief Fire Officer

1.6. "The Premises" means:

A single room for sleeping, access to a bathroom and associated communal cooking, washing and living at the land and buildings owned or leased by the Authority for use by such of its Wholetime employees who are contracted to undertake Operational Standby or On-Call Duties within West Yorkshire.

1.7. "The Commencement Date" means the date upon which the Employee commences their contract of employment to undertake Standby/On-Call Duties.

1.8. "Standby/On-Call Duties" means duties which involve the Employee being available to respond to a call and attend an emergency incident in performance of their contract of employment for Standby/On-Call duties.

1.9. "The Term" means the term commencing on and from the Commencement Date and continuing until the Agreement is terminated pursuant to Clause 6.

1.10. "The Purposes" means for the purpose of sleeping, eating, relaxing and other ancillary purposes in respect of use of the Premises as residential living accommodation.

1.11. "The Permitted Hours" means the hours during which the Employee is contracted to be available to respond to emergency calls under their contract of employment for Standby/On-Call Duties.

1. Background

1.1. The Authority is the Fire and Rescue Authority for the county of West Yorkshire.

- 1.2. The Authority, pursuant to its Integrated Risk Management Plan, operates various duty systems including Flexible Duty System (FDS) and Day Crewing (DC) at select Fire Stations. The Authority provides immediate response in county from FDS officers and 5 minutes 'turn in' time for DC staff members.
- 1.3. In consequence of the requirement specified in paragraph 2.2, and at the request of the Employee, the Authority has agreed to the Employee using the Premises on the terms set out below.

2. Agreement

The Authority grants to the Employee, permission in the nature of a non-exclusive licence to use the Premises for the Purposes during the Permitted Hours for the Term. In this case the permitted hours are during official standby periods.

3. Authority Obligations

The Authority agrees and undertakes with the Employee: -

- (a) To be responsible for maintaining the Premises in good repair.
- (b) To be responsible for payment of all rates and utility charges in respect of the Premises.
- (c) To provide for television and access to Wi-Fi in each single room allocated for use by an individual.

4. Employee Obligations

The Employee agrees and undertakes with the Authority: -

- (a) Not to use the whole or any part of the Premises for any purpose other than the Purposes for which it is agreed in this document.
- (b) To keep the Premises in a clean and tidy condition.
- (c) To remove bedding and personal belongings at the end of a period of duty from the room. And not to store any personal effects outside the shifts they are actually in use. A secure repository will be supplied for personal belongings. The size and nature of this repository will depend on the space and available in the accommodation.
- (d) To notify the Authority of any damage to the Premises of which the Employee becomes aware.
- (e) To be responsible for any damage or loss to the Premises caused by the Employee or their guests.
- (f) To carry out the reasonable instructions of the Authority in respect of the use of the Premises.
- (g) Not to carry out any alterations or additions to the Premises.

- (h) To leave the Premises at the expiry of the Term and to remove all personal and other items belonging to the Employee at the expiry of the Term.
- (i) Not to cause any nuisance, annoyance or disturbance to other employees of the Authority who may from time to time also be granted permission to use the Premises.
- (j) Not to cause or permit any persons other than other licensees of the Premises to enter upon or remain upon the premises without the prior consent of the Authority.
- (k) To ensure that minors are accompanied at all times by a responsible adult.
- (l) To ensure that visitors (in the context of the agreement) remain within designated areas at all times and do not access parts of the premises or site that are unauthorised. To this end the responsibility for the welfare of visitors is with the employee.
- (m) To ensure that neither the employee nor their guests cause any nuisance or annoyance to any neighbours.
- (n) Not to consume alcohol, illegal drugs or carryout any illegal activities.
- (o) Not to allow pets or other animals onto the premises. (Unless they are used to assist a disabled person for example a guide dog).
- (p) To abide by the Authorities policy regarding the use of information technology.
- (q) Not to use the premises for any purposes that do not relate to the primary employment as a Firefighter.
- (r) To accept that the particular room allocated by the authority for use by the employee may be changed on 24 hours' notice and to co-operate with any such re-allocation.

5. Termination

This agreement shall terminate: -

- (a) Automatically upon termination (for whatever reason) of the Employee's Contract of Employment for Standby Duties/Retained, or
- (b) Upon the expiry of at least one week's written notice, given by one party to the other party, to terminate this agreement, such notice to expire at any time, or
- (c) Immediately upon notice to the Employee, in the event that the Authority (in its absolute discretion) considers that the Employee is in significant breach of their obligations under Clause 6 of this agreement.

General

- 6. This agreement is personal to the Employee, and as such is not capable of assignment to any other person.

7. The parties agree that this agreement does not constitute a tenancy and is not intended to confer any security of tenure upon the Employee.
8. The parties agree that the accommodation is provided at no cost to the employee.
9. The parties agree that this agreement does not constitute, and is not intended to constitute, a secure tenancy as defined in the Housing Act 1985, and in particular the Parties agree that the grounds set out in Schedule 1, paragraph (3) to the 1985 Act are satisfied as follows: -
10. The Employee's Contract of Employment for Standby Duties requires them to remain within county or close proximity to the fire station at which they are to undertake their Standby Duties (dependant on duty system worked) during the Permitted Hours, and
11. The Authority has granted permission through this agreement to the Employee to use the Premises during the Permitted Hours in consequence of that requirement.

AS WITNESS the hands of the parties: -

SIGNED by _____

For and on behalf of the Authority

SIGNED by _____

The Employee

Appendix 1 – Allowance

These allowances are non-pensionable and will be paid every four weeks. It will be assessed by the Finance Department on an annual basis (usually to take effect from 1st April) using the Consumer Price Index with Housing costs (CPIH).

| Duty System | Allowance applicable | Rank | Amount |
|------------------------|----------------------|----------|---------|
| Day Crewing* | Yes | FF/CM/WM | £502.42 |
| FDS | No | SM/GM | N/A |
| Continuous Duty System | No | AM/PO | N/A |

These allowances are effective from 1st April 2021

*Staff members who are receiving Day Crewing Close Call (DCCC) pay protection will not be eligible for this allowance.