

## report

meeting	<b>NOTTINGHAMSHIRE AND CITY OF NOTTINGHAM FIRE &amp; RESCUE AUTHORITY</b>	
date	<b>24 March 2006</b>	agenda item number

### REPORT OF THE CHIEF FIRE OFFICER

#### FUTURE SERVICE DELIVERY ARRANGEMENTS – UPDATE REPORT

##### 1 PURPOSE OF REPORT

To inform Members of progress towards reaching agreement with the Fire Brigades Union on the introduction of revised delivery arrangements.

##### 2 BACKGROUND

At its meeting on 24 February 2006, the Authority deferred its decision to introduce new shift arrangements based on a three shift system, subject to the successful outcome of negotiations on an alternative model. These negotiations commenced on 28 February 2006.

##### 3 REPORT

- 3.1 Negotiations have been ongoing since the above date. Due to the limitation of time between that date and this meeting of the Authority, a final agreement has not been possible. There is however a positive outcome to the process to date in the form of a “positional statement” signed by both sides, attached as Appendix A to this report.
- 3.2 As stated above, it has not been possible to reach final agreement due to the process of drafting the legal agreement which will vary individual contracts, and the Fire Brigades Union’s consultative process. It should be acknowledged at this stage that the FBU’s lead negotiators and the Committee have agreed the detail contained in the attached document.
- 3.3 In light of the progress to date and the timetable to reach conclusion, it is appropriate for the Authority to consider a further deferral of its decision to consider the report tabled in February in order for the final Agreement to be presented. Given the expectation on both sides (Management and Trade Union) that the Agreement will be signed within three weeks, it is recommended that there is a special meeting of the Authority to receive the Agreement ahead of its next scheduled meeting in June. The proposed date for that special meeting is 28 April 2006, the same date as the meeting of the Performance Monitoring Committee.
- 3.4 Given the importance of change to the shift system in terms of the IRMP and Community Safety Plan outcomes, it is recommended that the implementation and effectiveness of this Agreement is monitored by the Authority. A proposal for Authority consideration is that a Member of the Authority chairs an ad-hoc working group to review progress and outcomes, with one representative from Management and the Trade Union. That group should meet monthly, with quarterly reports to the Authority. A formal proposal will be brought to the meeting on 28 April 2006.

3.5 Members recognise the fact that a new shift system will not deliver the Authority's vision and Community Safety Plan objectives in isolation. There are a number of issues that will need to be programmed and resourced in the coming months and years throughout the life of the Community Safety Plan. Further reports will be tabled to the Committees and the Authority outlining proposals.

**4 FINANCIAL IMPLICATIONS**

Financial implications will be presented to the Authority at its next meeting.

**5 PERSONNEL IMPLICATIONS**

Personnel implications will be presented to the Authority at its next meeting.

**6 EQUALITY IMPACT ASSESSMENT**

Any issues impacting on equality will be presented to the Authority at its next meeting.

**7 RISK MANAGEMENT IMPLICATIONS**

Risk management implications will be presented to the Authority at its next meeting.

**8 RECOMMENDATIONS**

That Members :

8.1 Note the updated position.

8.2 Agree to the special meeting of the Authority on 28 April 2006.

**9 BACKGROUND PAPERS FOR INSPECTION**

None.

Paul Woods  
**CHIEF FIRE OFFICER**

# **APPENDIX A**

## **Nottinghamshire and City of Nottingham Fire and Rescue Authority**

**and**

## **The Fire Brigades Union**

**Rostering Arrangements**

**For Wholetime Operational Staff**

**Positional Statement**

## **1. Background**

- 1.1 This document recognises and confirms the outline and provisional position of agreement being reached on the broad principles established on future rostering arrangements for shift based Firefighters.
- 1.2 Service Management are in the process of drafting a Formal Collective Agreement that will contain further detail and clarification of the principles mentioned below.
- 1.3 A draft version of the Collective Agreement will be made available to the FBU Officials during week commencing 27<sup>th</sup> March, with an expectation that both parties will be in a position to formally sign the final document by 17<sup>th</sup> April 2006.
- 1.4 The FBU Brigade Committee voted on and agreed to empower the brigade officials to sign the positional statement. Following the production of the collective agreement and the individual branch consultations, there is an expectation of being in a position to formally sign the collective agreement by 17 April 2006.

## **2. Principles of the Agreement**

- 2.1 The agreement will enable the Service to introduce “24 hour working” as defined in the Authority’s IRMP published in 2004.
- 2.2 The principles will be applicable to all shift duty based operational firefighters up to and including the role of Watch Manager. The agreement will also be applicable to all other employees who have the potential to be transferred to shift duty system.
- 2.3 The principles will be in accordance with the National Joint Council Scheme of Conditions of Service Sixth Edition 2004, Section 4, part A, paragraph 3, which establishes the parameters for duty systems.
- 2.4 There is agreement that the effectiveness of the revised rostering arrangements will be subject to continual review against organisational performance.
- 2.5 Annualised hours will form part of employees working arrangements within this agreement.
- 2.6 Meal breaks will be 1.5 hours in each 12 hour shift, adjusted pro-rata for any other length of shift.
- 2.7 All shifts will be wakeful and beds will be removed from establishments.
- 2.8 Employees recruited after the date of the collective agreement will be subject to different terms and conditions of employment in accordance with the NJC Scheme of Conditions of Service Sixth Edition 2004 within the context of this agreement.
- 2.9 Current employees will be conditioned to the following types of duty system unless mutual agreement is reached to vary the working hours.
  - 2.9.1 Core Operational Crewing.
    - 2.9.1.1 This is based on a ‘3 days - 3 rest - 3 nights - 3 rest’ rotating model.
    - 2.9.1.2 Each shift is 12 hours long and start and finish times will be subject to further negotiation.

## 2.9.2 Community Safety Teams

- 2.9.2.1 Through a process of balancing risk and resources, these teams will crew appliances at times pre-determined by Service Management, following discussions with Representative Bodies allowing the remainder of their contracted hours to be focused on Community Safety activities.
  - 2.9.2.2 Employees on this duty system will be encouraged to approach their working time in a flexible manner within the scope of pre-determined parameters following discussions with Representative Bodies.
- 2.10 Travelling expenses for existing employees will continue to be paid at the same rate and in the same manner, with the exception of the overtime rate for use of private vehicle being aligned to the same level as that for using a service vehicle.
  - 2.11 Travelling expenses for new employees will be based on a rate equivalent to Kit Carrying rate and paid for the actual journeys that take place when moving in and out of cluster, and a detachment out of cluster will attract one hour and twenty minutes at overtime rate.
  - 2.12 Medicals will be attended on days not rostered for duty and a single disturbance payment of 3 hours at overtime rate will be made. Existing employees will claim travelling expenses in line with current practices at PSV rate. New employees will claim travelling expenses at Kit Carrying rate for the actual journey undertaken.
  - 2.13 Annual leave will be based on 33 days taken on working days, plus a further 3 days for those who qualify for long service leave.
    - 2.13.1 27 days allocated leave will be pre-plotted by 1<sup>st</sup> September. 6 (or 9) days will be plotted as floating leave. This will be undertaken from 1<sup>st</sup> October to 31<sup>st</sup> December.
    - 2.13.2 After the 1<sup>st</sup> April a process of releasing floating leave on a quarterly basis will prevail.
  - 2.14 If 48 hours notice is given, employees will be expected to arrive at a detached location for start of shift and not leave until the end of shift.
  - 2.15 TOL will no longer be used for taking time off work and arrangements for making payment for existing overtime will be made within 30 days of the collective agreement being signed.
  - 2.16 Any outstanding Bank Holidays at 31<sup>st</sup> December 2006 will be carried forward to pre-retirement leave.
  - 2.17 A revision of the Working Practices Framework will be required to give guidance to Managers on organisational expectations. The revision will be based around, but not constrained to, the principles below.

- 2.17.1. The ethos behind having three consecutive day-shifts is to enhance productivity and focus on the delivery of community safety activities. The type of work undertaken on day shifts will consist of:
- Community Safety Activities;
  - Practical training sessions that could not reasonably be undertaken at night;
  - Essential administration only.
- 2.17.2 The general impetus for night shifts is to do as much work as possible to free the maximum capacity for community safety interventions in the day.
- 2.17.3 Night shifts will enable the following types of work to be undertaken
- Operation pre-planning – Ops 1's etc
  - Maintenance of equipment and stations (routines)
  - Standard testing of equipment
  - Theoretical training
  - Off station drills at appropriate locations
  - Fitness sessions
  - Personal Development Reviews
  - Self Development and CPD.
  - General administration
  - Training planning
  - Incident trend analysis and planning/developing CS activities
  - Fire Prevention
  - Community Safety Interventions.
- 2.17.4 Operational response will continue to form part of either shift as required.
- 2.17.5 Neither of these lists are exhaustive, and it is also recognised that there will be operational circumstances which will require variances between the two.
- 2.17.6 Managers (CM's, WM's etc) will be expected to ensure that all work undertaken is in line with District objectives, and that all available working time is used in a meaningful and productive manner.
- 2.18 To assist in managing the impact of long term sickness, a virtual 'Pool' is created.
- 2.19 Amber Call is used to reduce the impact of short term sickness on the organisation. This principle allows for a contingency of staff to be on call for maintaining the critical presence.
- 2.19.1 Each person will have a reserve bank of 8 shifts in each calendar year. To provide predictability and the opportunity for the hours to be called in, 13 shifts will be pre plotted within that year.

- 2.19.2 If during that year the shifts are not called in then they are discounted and in effect the employee will have been paid for shifts they did not work.
- 2.19.3 Up to a maximum of 4 Amber Call days will be plotted on 'Rest' days. These will be positioned as to extend the three day shifts to a maximum of four, and not nights.
- 2.19.4 No Amber Call days will be plotted on Bank Holidays.
- 2.19.5 Amber Call hours will only be called in to cover Short Term Sickness (maximum of 10 consecutive working days), and compassionate leave. It will not be used for any other reason.
- 2.20 Bank Holidays will be rostered to the Critical Presence level and any shortfalls due to sickness will be covered by volunteers undertaking overtime.
- 2.21 Payment for working on a bank holiday will be submitted for after the occurrence of the day.
- 2.22 Payments for travelling expenses incurred from compulsory transfers and promotions will continue to be paid in the same manner for 3 years and 18 months respectively. These payments won't apply to in cluster moves for new entrants into the Service.



We agree that the above outline broad principles (subject to agreement of the terms of, and completion of, a Formal Collective Agreement) have been agreed between Service Management and The Fire Brigades Union.

Signed on behalf on:

Service Management

The Fire Brigades Union

.....Date:.....

.....Date.....