

report

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| meeting | NOTTINGHAMSHIRE AND CITY OF NOTTINGHAM FIRE & RESCUE AUTHORITY | | |
| date | 28 April 2006 | agenda item number | 5 |

REPORT OF THE CHIEF FIRE OFFICER

FUTURE SERVICE DELIVERY ARRANGEMENTS

1 PURPOSE OF REPORT

To present Members with the final Agreement with the Fire Brigades Union on new rostering arrangements.

2 BACKGROUND

- 2.1 Following the Fire Authority meeting on 24 February, the Chief Fire Officer lead negotiations with the Fire Brigades Union to secure new rostering arrangements. An update report was presented to the Authority on 24 March 2006.
- 2.2 The provision for revised rostering arrangements was included in the Fire Authority's inaugural IRMP which, following consultation, was published in 2004/2005. This plan laid the foundations for how the Authority was to organise and use its resources for the wider community safety remit.

3 REPORT

- 3.1 Attached is the final Agreement negotiated and ready to be signed on behalf of the Authority (Appendix A). The Agreement represents a significant step change in the way in which shift duty personnel are rostered for work, providing capacity for greater engagement in Community Safety activity to reduce avoidable death and injury.
- 3.2 Key with the Agreement and linked to IRMP outcomes is the focus on Community Safety on every day shift within each 3-day block, the introduction of flexible rostering for operationally based Community Safety firefighters, and risk-based resource deployment.
- 3.3 In terms of personnel, the new arrangements provide for a compressed working week and flexibility through the introduction of annualised hours within Group/Cluster rostering.
- 3.4 The new arrangements will come into effect from 5 September 2006. Implementation planning is already underway.
- 3.5 At its meeting on 24 March 2006, the Authority considered the review arrangements for the Agreement. The proposal presented to Members was that a Member-lead ad-hoc group be formed to include representatives from Management and the Trade Union. It is considered appropriate to recommend that a Task and Finish Group is established for this purpose, reporting to the Policy and Strategy Committee. It is also considered appropriate to recommend that the responsibility for the work of that

Group is given to the lead opposition spokesperson. The item presented in March suggested monthly meetings, with quarterly reports to the Authority.

4 FINANCIAL IMPLICATIONS

- 4.1 There are some financial implications associated with the implementation of new rostering arrangements. These are generally fairly minor and result from changes not just in terms of rostering, but in taking a different approach to the payment of travelling expenses and overtime, which over the years had become a somewhat fragmented and complex process. The proposals within this Agreement regularise many of these payments and whilst they may be slightly more costly, they will have a very positive effect on the availability of other Service vehicles.
- 4.2 It is important that the Service removes the notion of Time Off In Lieu (TOIL) in order for the new rostering system to work. In order to do this it will be necessary to "buy back" any TOIL which is currently held, although it is hoped that this can be minimised over the next few months.
- 4.3 There will clearly be an increased requirement for managing the new rostering system as it is more complex than the old one. Provision was made within the 2006/7 budget for a management system and this will be used flexibly to balance the requirement for information systems and support staff.

5 PERSONNEL IMPLICATIONS

As part of the detailed process of implementation, it will be necessary to review relevant local arrangements and protocols to bring them in to line with the new shift arrangements. The majority of these local arrangements are contained within Brigade Orders. This will be undertaken in consultation with the Representative Bodies and should be completed by the commencement of the new shift system.

6 EQUALITY IMPACT ASSESSMENT

- 6.1 An initial equality impact assessment has identified that the new rostering arrangements will have a positive impact on the Service's ability to offer different types of working arrangements to existing and future employees.
- 6.2 There is not a requirement to undertake a full impact assessment as there are no negative equality issues.

7 RISK MANAGEMENT IMPLICATIONS

The organisation does not expose itself or communities to any greater levels of risk as a result of this change of policy. The risks that do exist relate to the likelihood or otherwise of the new shift system delivering the levels of performance that are expected and achieving the improvements in service delivery. These issues are adequately covered within the Performance Management section of the agreement which clearly sets out how this is to be managed.

8 RECOMMENDATIONS

- 8.1 That Members approve the proposed new rostering arrangements set out in Appendix A to this report and authorise the Chief Fire Officer to sign off the formal agreement with the Trade Union relating to the same ;
- 8.2 That Members approve the setting up of a Task and Finish Group to monitor shift change implementation with a requirement that the Group report progress to the Policy and Strategy Committee ;

- 8.3 That the lead opposition spokesperson be tasked with pulling together the Shift Change Implementation Task and Finish Group and establishing its membership to include, co-opted Members, Officers of the Authority and Trade Unions ;
- 8.4 That the Terms of Reference for the Policy and Strategy Committee be amended to allow for that Committee to establish other future Task and Finish Groups.

9 BACKGROUND PAPERS FOR INSPECTION

None.

Paul Woods
CHIEF FIRE OFFICER



A Collective Agreement

between

Nottinghamshire and City of Nottingham
Fire and Rescue Authority

and the

Fire Brigades Union

We agree that this document is a Formal Collective Agreement between the Nottinghamshire and City of Nottingham Fire and Rescue Authority, and the Fire Brigades Union, covering shift duty firefighter rostering.

Date of agreement: _____

Signed on behalf of the:

Authority

Position:.....

Signature:.....

Date:.....

Fire Brigades Union

Position:.....

Signature:.....

Date:.....

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1. PREFACE

- 1.1 Nottinghamshire and City of Nottingham Fire and Rescue Authority has a vision of a safer Nottinghamshire. It has a duty to secure effective arrangements for the provision of services to reduce community risk through preventive and responsive measures. Integrated Risk Management Planning is the means by which the Authority assesses community risks and assigns resources.
- 1.2 In its IRMP document published in 2004, the Authority identified the principle of balancing risk and resources and, through the introduction of 24 hour working on its shift duty stations, the creation of additional capacity for community safety engagement. The extension of community safety services is seen as a major component of delivering the Authority's vision and the Service's role in avoidable injury prevention and community sustainability. This agreement between the Authority and the Fire Brigades Union is an integral part of the foundation for future service delivery arrangements.
- 1.3 The Service has long recognised the potentially unique relationship that can exist between the personnel at a given location, and the community that surrounds it. It is important therefore that District Teams are given the opportunity to work within this agreement to maximise the opportunity provided by new rostering arrangements.
- 1.4 This agreement incorporates feedback from employees obtained by the Service through a process of individual consultation conducted in February 2006, including the continuance of compressed shifts. It also reflects key aspects of negotiation between Service Management and the Fire Brigades Union over a lengthy period ahead of this local agreement being reached, including the delivery of IRMP objectives.
- 1.5 This agreement does not cover differences between the parties on whether co-responding is a contractual obligation.

2. INTRODUCTON

This agreement relates to changes to the way that shift duty employees are rostered for duty and applies to employees in the roles of Firefighter, Crew Manager, and Watch Manager who are subject to the National Joint Council Scheme of Conditions of Service Sixth Edition 2004, and who are posted to operational shift duty fire stations. This agreement applies to employees who are either substantively or temporarily posted to those stations.

In addition, new entrants to the Service after the signed date of this agreement will be issued with employment contracts under the National Joint Council Scheme of Conditions of Service Sixth Edition 2004, containing a flexibility clause allowing the Service to vary their working hours and pattern of work following consultation and after giving reasonable notice.

The changes associated with this agreement will come into effect on 5 September 2006. Both the Fire Brigades Union and Service Management undertake to give their full co-operation in the implementation and maintenance of the agreement.

This agreement is in accordance with National Joint Council Scheme of Conditions of Service Sixth Edition 2004, Section 4, part A, paragraph 3 which states that:

'Duty systems will need to meet the requirements of the Fire and Rescue Authority's 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 the relevant United Kingdom and European Law, 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.'*

2.5 The parties consider that there are no special hazards, or heavy physical or mental strain, in relation to the work carried out by employees which require the parties to agree to derogate from the provisions of the Working Time Regulations 1998 and in particular Regulation 6(7). However for the avoidance of doubt and in so far as is necessary, this agreement shall modify or exclude the application of Regulation 6(7) pursuant to Regulation 23(a) of the Regulations.

- 2.6 This agreement (other than the provision in 2.2) is automatically incorporated into, and varies, the employment contracts of existing employees identified in 2.1 above with effect from 5 September 2006, and shall be incorporated (including the provision in 2.2) in the contracts of all new entrants to the Service.
- 2.7 Either party has the right to give 90 days notice that they wish to vary or renegotiate this agreement. Should either party use this facility the agreed rostering arrangements will prevail whilst these discussions are taking place.

3. WORKING PATTERNS

- 3.1 Based upon the principles set out above, the working patterns to be undertaken by employees working on the shift duty system (as defined in Section 4: Part A: Para 7 of the Grey Book) will reflect the following crewing arrangements.
- 3.1.1 Core Operational Crewing.
The constant crewing of appliances to provide a continual operational resource.
- 3.1.2 Community Safety Teams
Through a process of balancing risk and resources, these teams will crew appliances at times pre-determined by Service Management, with the remainder of their contracted hours focused on community safety services.
- 3.1.3 Alternate Crewing arrangements based upon delivery of the Community Safety Plan (IRMP).
- 3.2 On an annualised hours basis, employees will be contracted to 2,190 hours in total per year consisting of working hours and leave hours. All employees are entitled to 396 leave hours (plus a further 36 hours after 5 years service), and the remainder being working hours. This is further clarified in section 7.
- 3.3 To enable the Service to maintain flexibility, the Service may introduce different rostering arrangements for new entrants. Furthermore, individual requests for flexible working arrangements in respect of family or special circumstances will also be considered by the Service, in accordance with statutory requirements. The Fire Brigades Union will be consulted over alternative crewing arrangements to identify the impact on current employees' conditions of service.
- 3.4 Core Operational Crewing arrangements will comprise a maximum of 12 hour working based on a 2-shift rotating system. The base pattern will be 3 day shifts, 3 rest shifts, 3 night shifts, 3 rest shifts with start and finish times being 07:00 – 19:00. Both parties agree that start finish times will form a key focus of the Member led review process.
- 3.5 Arrangements for Community Safety Teams will comprise periods of core operational cover and periods of community based working to complete the full contracted number of hours. Further clarification is given in section 7.11.
- 3.6 For those employees in post before the signing of this agreement Alternate Crewing arrangements will only be implemented by collective agreement or by mutual consent.
- 3.7 Within this arrangement there will be no stand down time and beds will be removed from establishments.
- 3.8 There will be meal/tea breaks totalling 1.5 hours in each 12 hour shift which will be adjusted pro-rata for shorter shift durations.
- 3.9 Within the agreed crewing arrangements at 3.1 above, determination of cover will be made on the basis of a local risk based analysis. However once the cover arrangement is established the Service will maintain the agreed shift pattern to ensure continuity, but which could be varied, for instance:

- 3.9.1 by mutual agreement i.e. on voluntary transfer to a different work location or working arrangement;
- 3.9.2 following due notice of compulsory transfer to a different work location or working arrangement – in this case the existing compulsory transfer policy will apply;
- 3.9.3 as a result of changes to the local risk based analysis which necessitates a variation to the existing operational cover arrangements. In this case, the proposed changes will be subject to consultation with the Fire Brigades Union to identify the impact on current employees' conditions of service prior to implementation, giving due recognition to 3.6.

4. PERFORMANCE MANAGEMENT

- 4.1 The Authority through its IRMP process has stated that the introduction of revised shift working arrangements will enable the Service to meet key performance targets by releasing capacity and introducing flexibility.
- 4.2 The effectiveness of the rostering arrangements will be monitored by a Review Panel consisting of Fire Authority Members (Panel Chair) and a representative of both Service Management and the Fire Brigades Union.
- 4.3 Performance targets will be set to satisfy the requirements of the Fire Authority and national expectations. The targets will be consulted upon with the Fire Brigades Union to ensure they are realistic and achievable. Both parties agree that they have a joint responsibility to deliver performance, and this will be monitored independently by the Review Panel.

5. WORKING PRACTICES

- 5.1 A revision of the current 'Working Practices Framework' will be undertaken in consultation with the Fire Brigades Union. This will give guidance to Managers on organisational expectations.
- 5.2 The revision will be based around, but not restricted to, the principles below.
- 5.2.1 All shifts will be engaged in positive and meaningful work, with the exception of 1.5 hours for meal/tea breaks in each 12 hour shift.
- 5.2.2 The ethos behind having three consecutive day-shifts is to enhance productivity and focus on the delivery of community safety services. The type of work undertaken on day shifts will consist of:
- Community Safety Interventions
 - Practical training sessions that could not reasonably be undertaken at night
 - Crewing Appliances
 - Essential administration only.
- 5.2.3 The general impetus for night shifts is to do as much work as possible to free the maximum capacity for community safety services in the day.
- 5.2.4 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 and elements of practical training
 - Off station drills at appropriate locations
 - Fitness sessions
 - Personal Development Reviews
 - Self Development and CPD
 - General administration
 - Planning of training
 - Incident trend analysis
 - Planning and developing CS activities
 - Fire Prevention
 - Community Safety Interventions
 - Crewing Appliances.
- 5.2.5 Neither of these lists are exhaustive, and it is recognised that there will be operational circumstances which will require variances between the two.
- 5.2.6 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.

6. OVERTIME

- 6.1 Overtime will not be deployed to maintain standard crewing at change of shift.
- 6.2 All approved overtime will be paid at the established enhanced rates, and will not be taken as Time Owing Leave (TOL).
- 6.3 It is recognised that a number of employees may hold Trade Union Leave on 'Straight Time' cards. This will be collated as part of the process for dealing with existing overtime and dealt with through negotiation with the Representative Bodies.

7. OPERATING PRINCIPLES

7.1 Annualised Hours

7.1.1 Wholetime contracts are based on 42 hours per week, and 52.143 weeks in a year. This gives a total of 2190 contracted hours.

7.1.2 Existing local agreements allow 33 days leave to be taken on duty days. This equates to a total of 396 hours each year (33 x 12hrs). Employees with 5 years service or more are entitled to a further 3 long service leave days (XA's) giving a total of 432 hours (36 x 12hrs).

7.1.3 Therefore, after leave has been deducted, each employee is contracted to provide 1794 hours at work each year (2190 – 396), and those with 5 years service or more are contracted to provide 1758 hours at work each year (2190 – 432).

7.1.4 Hours of work and leave are calculated pro-rata for part time employees.

7.2 Establishment

7.2.1 It is understood that to deliver the outcomes that are expected from this collective agreement it is recognised that the right number of employees are assigned to this duty system.

7.3 Deployments

7.3.1 To assist in deploying operational personnel, the Service is geographically divided in to clusters. These are defined as:

7.3.1.1 **South** - Stockhill, Central, Arnold, Carlton, West Bridgford, Dunkirk and Beeston;

7.3.1.2 **North** - Ashfield, Mansfield, Worksop, Retford and Newark.

7.3.2 Each cluster is populated by roster groups of Firefighters and Junior Officers.

7.3.3 The roster groups are responsible for the deployments across the whole cluster and not just at one location.

7.3.4 Service Management may amend the disposition of the clusters to accommodate any future realignment of resources. In these circumstances consultation will be undertaken with the Fire Brigades Union to identify any potential impact on employees conditions of service prior to any proposed implementation.

7.4 Pool

- 7.4.1 To assist in managing the fluctuations in the establishment and to reduce the impact of long term sickness a virtual 'Pool' is created.
- 7.4.2 This pool already exists in terms of light duties staff and those currently on long term sick. A factor that will change with the introduction of this principle is that when the establishment is high, or the number of long term sick staff is low, then it is likely that a small number of operationally fit employees will notionally reside in the pool.
- 7.4.3 Employees will be deployed to the pool when they are sick for 10 consecutive working days (this equates to a minimum of 19 consecutive calendar days).
- 7.4.4 If an employee is placed on light duties they will be deployed to the pool.
- 7.4.5 Employees in the pool will be conditioned to the agreed day duty system and based at Headquarters, or if appropriate to the Community Safety Teams. This may be varied by approval of the Head of Safety Services in circumstances where such a posting or duty system would be significantly detrimental to the employee.
- 7.4.6 Employees within the pool will be engaged in activities relevant to their role.
- 7.4.7 When vacancies are created within the roster groups they will be filled by a Firefighter from the Pool.
- 7.4.8 When deploying an employee from the Pool to a posting in the roster group they will be given at least 72 hours notice. This may be reduced with the mutual agreement of the employee. During this period of notice, Amber Call will be deployed to maintain the crewing levels.
- 7.4.9 Full consultation will be undertaken with employees to enable the Service to honour any leave arrangements. Management will endeavour to accommodate all leave and occasions where different working patterns have a detrimental impact. Notwithstanding exceptional circumstances, the expectation of both parties is that all leave will be honoured.
- 7.4.10 When considering deployments within the roster groups, any outstanding transfer requests will be reviewed with the intention of returning employees to their original location. If there are a number of employees within the Pool, then the decision of who is deployed to the roster group will be primarily based on organisational needs in terms of skill mix etc. However, where possible consideration will be given to individuals' particular circumstances allowing first refusal to those in the pool that were from the station where the vacancy has arisen.
- 7.4.11 There will be occasions when the pool provides cover for temporary promotions, secondments and long term sick Junior Officers etc. These situations are likely to cause a chain of moves which at some point will revert. In these circumstances a Firefighter will be deployed from the Pool on a temporary basis.
- 7.4.12 Employees will be paid travelling expenses in line with the procedures for compulsory transfers.

- 7.4.13 Employees will have the ability to request a transfer back to their original location, or back to the Pool if they wish.
- 7.4.14 Employees may also be deployed to provide short term cover within the rosters, e.g. cover for public duties etc.
- 7.4.15 The management of the Pool, and decisions on deployments between the Pool and rosters will be the responsibility of the Head of Safety Services, or nominated deputy.

7.5 Amber Call

- 7.5.1 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 crewing levels.
- 7.5.2 Each person will have a reserve bank of 96 hours in each calendar year which equates to a maximum of 8 x 12 hour shifts which could be worked. To provide predictability and the opportunity for the shifts to be called in, 13 shifts will be pre plotted within the calendar year.
- 7.5.3 If during that year the shifts are not utilised then they are cancelled and not carried forward.
- 7.5.4 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 and not nights. In these circumstances, employees on Amber Call matching their own 'Duty' days will be utilised first.
- 7.5.5 No Amber Call days will be plotted on Bank Holidays. Volunteers will be sought to work on these shifts if required to maintain crewing levels.
- 7.5.6 Amber Call hours will 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.

- 7.5.7 Employees will need to provide a telephone number as a method of contact to enable them to be called in. This will be required for at least 2 hours before, and one hour after start of shift. If this is not possible, employees will need to contact the Service 2 hours and 1 hour before start of shift, at start of shift and 30 minutes after, or until a decision on the Amber Call shift is given, whichever is the sooner.
- 7.5.8 As much notice as possible will be given to employees on Amber Call. E.g. if an employee books sick for two tours of duty then the people affected will be contacted and given greater notice.
- 7.5.9 If an employee books fit, then the Amber Call cover will be cancelled. If this allows for 24hrs notice to be given to the employee being called in then they will not attend work. If 24hrs notice can't be offered then the employee being called in will have the option of attending work and reducing their hours owed.
- 7.5.10 To provide greater predictability employees will be called in, in a priority order, which will consider the person with the greatest number of hours, and use the following process:
- Identify the minimum level of skills required to cover the post;
 - Identify an employee from within own roster group with the required skills;
 - Identify an employee from within another roster group with the required skills.
- 7.5.11 If an employee is given late notice by Management in accordance with 7.5.7 and they subsequently arrive late for start of shift, they will not be deemed as late and the full total of hours will still be deducted from their Amber Call total.
- 7.5.12 Subject to Line Managers approval and skill match being maintained, employees have the ability to swap Amber Call and Duty shifts with colleagues.
- 7.5.13 It is recognised by the Service that in exceptional circumstances being on call for some employees can be difficult. The circumstance of these individuals would be considered with a view to identifying how best to deal with it. E.g. they could be rostered for all 96 hours and used as the first person to cover any sickness or compassionate leave. As this can only be afforded to a small number of employees it will be based on cases of the most need and sanctioned by the Head of Human Resources.
- 7.5.14 Employees on Amber Call will be expected to be available to ensure they are able to attend a working location within a reasonable amount of time.

7.6 Annual Leave Allocation

7.6.1 All forms of terminology for leave (BH's AL's AA's XA's CD's) will be simply known as Annual Leave. This will be divided in to 27 days Pre-allocated Annual Leave and 6 days Floating Annual Leave. A further 3 days of floating leave is available to those who qualify for Long Service Leave.

7.6.2 For employees who leave, or join the service, accrual of leave will be on a pro-rata basis.

7.6.3 Long Service Leave is accrued after the completion of 5 years service and then the complete appropriate 4 month period within the year.

7.6.4 Table 1 below shows the schedule for the accrual of leave.

| Month | Leave Accrued | Long Service Leave |
|--------------|----------------------|---------------------------|
| January | 3 | 1 |
| February | 3 | |
| March | 3 | |
| April | 2 | |
| May | 3 | 1 |
| June | 3 | |
| July | 3 | |
| August | 2 | |
| September | 3 | 1 |
| October | 3 | |
| November | 3 | |
| December | 2 | |
| Total | 33 | 3 |

Table 1: Schedule for the accrual of leave.

7.7 Booking of Leave

7.7.1 By the 1st September in each year 27 days pre-allocated leave will be booked in advance of the year ahead. This will be done on an order of choice mechanism within the roster groups. Upper limits will be set for all leave periods giving consideration to times of higher demand.

7.7.2 After the initial plotting and confirmation of pre allocated leave all foreseeable training courses will be plotted for the year. A capacity of Deployable Resources for the whole year will then be determined by the Service in consultation with the Fire Brigades Union.

- 7.7.3 From the 1st October, and up until 31st December, Floating Leave for the whole year will be released. On the 1st January this will then close for the months of April to December. Floating leave will still be available for January to March.
- 7.7.4 On the 1st March, Floating Leave will be released for April, May and June. On the 1st June, Floating Leave will be released for July, August and September. On the 1st September, Floating Leave will be released for October, November and December.
- 7.7.5 The Service will guarantee that enough leave spaces will be made available throughout the year to ensure all leave can be taken. However, there will not be capacity for crewing levels above standard, so roster groups will need to ensure that all available leave places are utilised.
- 7.7.6 Any leave not taken within the year will not be carried forward into the following year except under exceptional circumstances where the Chief Fire Officer's permission must be sought. In any circumstance the extension period will not exceed 31st March in the following year.

7.8 Compassionate Leave

- 7.8.1 Compassionate leave will continue to be granted in the same manner, and Amber Call will be used to cover the deficiency.
- 7.8.2 After the Compassionate Leave has been taken and the employee returns to work, they will be required to submit a special leave request form.
- 7.8.3 If all of the leave is not reimbursed then the equivalent shifts will either be; added to the employees Amber Call bank, with a requirement to identify equivalent shifts where they are prepared to be rostered for Amber Call; or, removed from their floating leave total.

7.9 Bank Holidays

- 7.9.1 Bank Holidays will be rostered to the standard crewing level.
- 7.9.2 Shortfalls will not be covered by Amber Call as these will be covered by volunteers operating on a fair, equitable and transparent system. These volunteers will receive a single payment of double time for the shift if they are required to work.
- 7.9.3 If an employee is on sick leave over a Bank Holiday shift they will forfeit one of their floating leave days.
- 7.9.4 Payment for working on a bank holiday will be submitted after the occurrence of the day.

7.9.5 Any existing outstanding Bank Holidays at 31st December 2006 will be carried forward as pre-retirement leave, unless, Service Management allow this leave to be utilised in cases where there would otherwise be over capacity due to there being no other leave outstanding.

7.10 Concessionary Days

7.10.1 Concessionary days will continue to be accrued in the same manner and taken as a floating leave day within 12 months.

7.11 Community Safety Teams

7.11.1 Initially volunteers will be sought to form the Community Safety Teams. However if insufficient volunteers are received then Service Management may (by following the process referred to in 3.9.2) compulsory transfer employees to the Community Safety Teams.

7.11.2 Through the release of capacity by balancing risk and resources, appliances may be crewed in a more flexible manner by Community Safety Teams.

7.11.3 This will be achieved by the Team being split into squads to enable the crewing of appliances for predetermined periods of highest demand.

7.11.4 As the capacity of the Team will be in excess of the hours required to crew the appliance, the additional hours will be focused on community safety activities.

7.11.5 These additional hours will be worked in a flexible manner to ensure positive outcomes in terms of community safety engagement and flexibility for employees. The ethos is for these hours to be self managed under the guidance of the Watch Mangers responsible within the following parameters:

7.11.5.1 Maximum length of shift to be 12 hours;

7.11.5.2 Minimum of 11 hours rest in any 24 hour period;

7.11.5.3 Normal working day to be contained within 07:30 – 21:30 hours;

7.11.5.4 At least two 24 hour periods free from duty every 7 days;

7.11.5.5 Acceptance by the team that if reasonable notice is given there will be a presence at pre-determined community events, e.g. Newark Show, MACS days etc.

7.11.6 A buffer of plus or minus 16 hours over a 2 month reference period will be used to assist employees in achieving an average of 42 hours of work each week.

7.11.7 The leave arrangements will be 33 days, plus a further 3 days after 5 years service. Each day of leave will credit 12 hours to the ongoing working hours total.

7.11.8 The establishment of these teams ensure that firefighters will be able to undertake dedicated and focused community safety activities, whilst still crewing appliances at times of peak demand to maintain their competencies.

7.11.9 Appendix B shows a worked example of how this arrangement could be deployed.

7.12 Mutual Covers

7.12.1 Service Management will provide a viewable IT mechanism to enable employees to request a mutual cover from other employees within the organisation.

7.12.2 When these covers are undertaken between individuals they will be responsible for returning the cover for one another at a later date. This date could be determined at the time of the initiating the first cover or at some point in the future.

7.12.3 These covers will be encouraged and supported by the organisation subject to skill mix and compliance with Working Time Regulations.

7.12.4 Once the cover has been approved, the responsibility for working that shift will move to the employee providing the cover.

7.12.5 Where this mechanism is used by employees to facilitate covers, the Service will pay travelling expenses and overtime in line with In and Out of Cluster Detachments identified in sections 8 and 9 up to a maximum of 5 times per individual per calendar year.

8. EMOLUMENTS FOR CURRENT EMPLOYEES

8.1 General Rules

- 8.1.1 Employees will continue to be entitled to claim reimbursements from home to base, then base to new work location, and return, for all journeys which qualify for such payments.
- 8.1.2 All home to base journeys will be at PSV rate.
- 8.1.3 Base to new work location journeys will be paid at Kit Carrying rate if full fire kit is required to be carried. If kit is not carried then PSV rate will be paid.
- 8.1.4 Any applicable overtime payments will be the same if a Service vehicle or own transport is used.
- 8.1.5 If employees are given notice (see note A) that they are required to work at a different location then they will be responsible for arriving on time with their fire kit for the start of shift. If Service transport is to be used then every effort must be made by both parties to secure the availability of a vehicle in advance.
- 8.1.6 If adequate notice is not given (e.g. on arrival at base station) then time will be allowed for them to reach their detached location.
- 8.1.7 Employees will be responsible for providing cover until the end of the shift subject to adequate notice at note A. However, at the discretion of the Officer in Charge, they will be able to leave earlier if they secure a mutual cover.
- 8.1.8 For anyone living outside of the County all home to base expenses will only be counted from the County border.

8.2 In and Out of Cluster Detachments

- 8.2.1 Employees will be expected to attend other stations to maintain crewing levels.
- 8.2.2 Employees will receive 2 hours at overtime rate. 1 hour paid for travelling at each end of the shift dependant on arriving on time and completing the full shift respectively. This will be paid regardless of mode of transport used.
- 8.2.3 Employees will have the discretion to pass those payments to other employees who 'stand in' for them. However they will be responsible for ensuring the full shift is covered.

8.3 Travelling on Amber Call

8.3.1 The rules for in and out of cluster detachments detailed above in section 8.2 will be applied when Amber Call is deployed if an employee is not working at their own station.

8.4 Medicals

8.4.1 Employees will be expected to attend medicals on time, and on days when they are not rostered for a duty day. The actual appointment will be mutually agreed with an expectation that people will act reasonably.

8.4.2 An allowance of 3 hours at overtime rate will be paid plus the appropriate travelling expenses at PSV rate.

8.5 Attendance for Training Courses

8.5.1 Employees will be expected to attend training courses in time for the start of the course, and will not be released until the end of the course day.

8.5.2 The tables in Appendix A identify the shaded duty days when staff will be released from the roster when attending courses.

8.5.3 The actual days released from the roster can be varied locally by mutual agreement to assist in maintaining crewing levels, but the number of shifts will remain the same.

8.5.4 No time will be paid for travelling.

8.6 Compulsory Transfers

8.6.1 If an employee is compulsorily transferred then the actual additional mileage incurred from home address to new base will be paid for three years. These payments will be based on the prevailing PSV rate (see Note C).

8.6.2 If an employee moves home address to a location closer to their place of work then the additional payments will be reduced accordingly.

8.6.3 This does not apply to employees on Conditions of Service that receive all home to base expenses (Note B).

8.7 Voluntary Transfers

8.7.1 No payments will be made when an individual undertakes a voluntary transfer.

8.7.2 A voluntary transfer is defined as one requested by the individual and not one requested by the organisation which an individual volunteers for.

8.8 Promotions

8.8.1 If a Firefighter is promoted to another station then the actual additional mileage incurred from home address to new location will be paid for 18 months. These payments will be based on the prevailing PSV rate (see note C).

8.8.2 In the case of a temporary promotion exceeding 18 months the additional expenses will continue to be paid until the end of the temporary. Therefore, if the position becomes substantive after 18 months of tenure payment will cease immediately.

8.8.3 If a temporary promotion becomes substantive within 18 months, then the 18 month period will be calculated from the first day of the temporary, and not realigned to the substantive posting date.

9. EMOLUMENTS FOR NEW ENTRANTS TO THE SERVICE AFTER THE DATE OF THIS AGREEMENT.

9.1 General Rules

- 9.1.1 All journeys will be paid at a rate equivalent to the prevailing kit carrying rate.
- 9.1.2 The distance paid will be either; home address to new work location; or, base station to detached location, calculated on the actual journey that took place.
- 9.1.3 No home address to base station mileage will be paid.
- 9.1.4 Any applicable overtime payments will be the same if a Service vehicle or own transport is used.
- 9.1.5 If employees are given notice (see note A) that they are required to work at a different location then they will be responsible for arriving on time with their kit for the start of shift. If Service transport is to be used then every effort must be made by both parties to secure the availability of a vehicle in advance.
- 9.1.6 If adequate notice is not given (e.g. on arrival at base station) then time will be allowed for them to reach their detached location.
- 9.1.7 Employees will be responsible for providing cover until the end of the shift subject to adequate notice at note A. However, at the discretion of the Officer in Charge, they will be able to leave earlier if they secure a mutual cover.
- 9.1.8 For anyone living outside of the County all home to location expenses will only be counted from the County border.

9.2 In Cluster Deployments

- 9.2.1 Employees will be expected to attend other stations within their own cluster to maintain crewing levels.
- 9.2.2 No payments in time will be made.

9.3 Out of Cluster Deployments

- 9.3.1 Employees will be expected to attend other stations to maintain the crewing levels.

9.3.2 Employees will receive 1 hour and 20 minutes at overtime rate. 40 minutes paid for travelling at each end of the shift dependant on arriving on time and completing the full shift respectively. This will be paid regardless of mode of transport used.

9.3.3 Employees will have the discretion to pass those payments to other employees who 'stand in' for them. However they will be responsible for ensuring the full shift is covered.

9.4 Travelling on Amber Call

9.4.1 The rules for in cluster and out of cluster detachments detailed above in 9.2 and 9.3 will be applied when Amber call is deployed if an employee is not working at their own station.

9.5 Medicals

9.5.1 Employees will be expected to attend medicals on time, and on days when they are not rostered for a duty day. The actual appointment will be mutually agreed with an expectation that people will act reasonably.

9.5.2 An allowance of 3 hours at overtime rate will be paid, plus travelling expenses from base station or home address calculated on the actual journey that takes place. These expenses will be paid at a level equivalent to the prevailing kit carrying rate.

9.6 Attendance for Training Courses

9.6.1 Employees will be expected to attend training courses in time for the start of the course, and will not be released until the end of the course day.

9.6.2 The tables in Appendix A identify the shaded duty days when staff will be released from the roster when attending courses.

9.6.3 No time will be paid for travelling.

9.7 Compulsory Transfers

9.7.1 If an employee is compulsorily transferred then actual additional mileage incurred from home address to new base will be paid for three years. These payments will be based on the prevailing PSV rate (see Note C).

9.7.2 If an Employee moves home address to a location closer to their place of work then the additional payments will be reduced accordingly.

9.8 Voluntary Transfers

9.8.1 No payments will be made when an individual undertakes a voluntary transfer.

9.8.2 A voluntary transfer is defined as one requested by the individual and not one requested by the organisation which an individual volunteers for.

9.9 Promotions

9.9.1 If a Firefighter is promoted then actual additional mileage incurred from home address to new location will be paid for 18 months. These payments will be based on the prevailing PSV rate (see note C).

9.9.2 In the case of a temporary promotion exceeding 18 months the additional expenses will continue to be paid until the end of the temporary. Therefore, if the position becomes substantive after 18 months of tenure payment will cease immediately.

9.9.3 If a temporary becomes substantive within 18 months, then the 18 month period will be calculated from the first day of the temporary, and not realigned to the substantive posting date.

10. AMENDMENTS TO EXISTING ORDERS AND AGREEMENTS

- 10.1 Both parties will work together with immediate effect to review Brigade Orders and Policies. Brigade Orders and Policies that impinge upon this agreement, e.g. leave, travelling or overtime will be examined first and this work will be completed by 30th June 2006.
- 10.2 In order for the new rostering system to operate in the intended transparent, viewable and readily accessible manner, the information system supporting the new arrangements will need to be in place prior to the date of implementation. Both parties agree to co-operate fully to meet these requirements.

11. NOTES

Note A Adequate notice is defined as 48 hours before the commencement of the shift.

Note B Elements of home to base expenses will continue to be paid for transfers, promotions and pre 1977 Conditions of Service.

Note C Any claim based on travelling from home will only be counted from the County border for those who live outside of Nottinghamshire.

12. APPENDIX A

| | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon |
|----------------|-----|----------|-----|-----|-----|-----|-----|-----|-----|
| One Day | | C | | | | | | | |
| Roster Cycle | D | D | D | R | R | R | N | N | N |
| | R | D | D | D | R | R | R | N | N |
| | R | R | D | D | D | R | R | R | N |
| | R | R | R | D | D | D | R | R | R |
| | N | R | R | R | D | D | D | R | R |
| | N | N | R | R | R | D | D | D | R |
| | N | N | N | R | R | R | D | D | D |
| | R | N | N | N | R | R | R | D | D |
| | R | R | N | N | N | R | R | R | D |
| | R | R | R | N | N | N | R | R | R |
| | D | R | R | R | N | N | N | R | R |
| | D | D | R | R | R | N | N | N | R |

| | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon |
|-----------------|-----|----------|----------|-----|-----|-----|-----|-----|-----|
| Two Days | | C | C | | | | | | |
| Roster Cycle | D | D | D | R | R | R | N | N | N |
| | R | D | D | D | R | R | R | N | N |
| | R | R | D | D | D | R | R | R | N |
| | R | R | R | D | D | D | R | R | R |
| | N | R | R | R | D | D | D | R | R |
| | N | N | R | R | R | D | D | D | R |
| | N | N | N | R | R | R | D | D | D |
| | R | N | N | N | R | R | R | D | D |
| | R | R | N | N | N | R | R | R | D |
| | R | R | R | N | N | N | R | R | R |
| | D | R | R | R | N | N | N | R | R |
| | D | D | R | R | R | R | N | N | N |

| | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon |
|-------------------|-----|----------|----------|----------|-----|-----|-----|-----|-----|
| Three Days | | C | C | C | | | | | |
| Roster Cycle | D | D | D | R | R | R | N | N | N |
| | R | D | D | D | R | R | R | N | N |
| | R | R | D | D | D | R | R | R | N |
| | R | R | R | D | D | D | R | R | R |
| | N | R | R | R | D | D | D | R | R |
| | N | N | R | R | R | D | D | D | R |
| | N | N | N | R | R | R | D | D | D |
| | R | N | N | N | R | R | R | D | D |
| | R | R | N | N | N | R | R | R | D |
| | R | R | R | N | N | N | R | R | R |
| | D | R | R | R | N | N | N | R | R |
| | D | D | R | R | R | R | N | N | N |

| | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon |
|------------------|-----|----------|----------|----------|----------|-----|-----|-----|-----|
| Four Days | | C | C | C | C | | | | |
| Roster Cycle | D | D | D | R | R | R | N | N | N |
| | R | D | D | D | R | R | R | N | N |
| | R | R | D | D | D | R | R | R | N |
| | R | R | R | D | D | D | R | R | R |
| | N | R | R | R | D | D | D | R | R |
| | N | N | R | R | R | D | D | D | R |
| | N | N | N | R | R | R | D | D | D |
| | R | N | N | N | R | R | R | D | D |
| | R | R | N | N | N | R | R | R | D |
| | R | R | R | N | N | N | R | R | R |
| | D | R | R | R | N | N | N | R | R |
| | D | D | R | R | R | N | N | N | R |

| | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon |
|------------------|-----|-----|----------|----------|----------|----------|----------|-----|-----|-----|
| Five Days | | | C | C | C | C | C | | | |
| Roster Cycle | R | D | D | D | R | R | R | N | N | N |
| | R | R | D | D | D | R | R | R | N | N |
| | R | R | R | D | D | D | R | R | R | N |
| | N | R | R | R | D | D | D | R | R | R |
| | N | N | R | R | R | D | D | D | R | R |
| | N | N | N | R | R | R | D | D | D | R |
| | R | N | N | N | R | R | R | D | D | D |
| | R | R | N | N | N | R | R | R | D | D |
| | R | R | R | N | N | N | R | R | R | D |
| | D | R | R | R | N | N | N | R | R | R |
| | D | D | R | R | R | N | N | N | R | R |
| | D | D | D | R | R | R | N | N | N | R |

13. APPENDIX B

This is an example of how a Community Safety Team could be deployed.

24 Firefighters (2 WM's, 4 CM's, and 18 FF's) are deployed to crew one appliance with a minimum crew of 4 for the period of 13:00hrs to 23:00hrs every day of the week.

The 24 Firefighters are divided into squads of 6, each squad providing cover on the appliance for 4 consecutive days. For the remaining 12 days in the cycle they fulfil their contract in line with the parameters set out in section 7.11.

Below shows an example of a 16 day cycle and how an employee could deploy their time at work. This could look significantly different if for instance the employee preferred to work more actual days but with much shorter shifts.

| Day | Times worked | Type of Duty | Hours Accrued | Running Total of Hours | Contract |
|-----|---------------|----------------|---------------|------------------------|----------|
| 1 | 13:00 – 23:00 | Appliance crew | 10 | 10 | 6 |
| 2 | 13:00 – 23:00 | Appliance crew | 10 | 20 | 12 |
| 3 | 13:00 – 23:00 | Appliance crew | 10 | 30 | 18 |
| 4 | 13:00 – 23:00 | Appliance crew | 10 | 40 | 24 |
| 5 | 10:00 – 18:00 | Community | 8 | 48 | 30 |
| 6 | None | | | 48 | 36 |
| 7 | None | | | 48 | 42 |
| 8 | None | | | 48 | 48 |
| 9 | 07:30 – 16:30 | Community | 9 | 57 | 54 |
| 10 | 07:30 – 18:30 | Community | 11 | 68 | 60 |
| 11 | 09:30 – 21:30 | Community | 12 | 80 | 66 |
| 12 | 11:00 – 19:30 | Community | 8:30 | 88:30 | 72 |
| 13 | None | | | 88:30 | 78 |
| 14 | None | | | 88:30 | 84 |
| 15 | None | | | 88:30 | 90 |
| 16 | None | | | 88:30 | 96 |
| 17 | 13:00 – 23:00 | Appliance crew | 10 | 98:30 | 102 |
| 18 | 13:00 – 23:00 | Appliance crew | 10 | 108:30 | 108 |
| 19 | 13:00 – 23:00 | Appliance crew | 10 | 118:30 | 114 |
| 20 | 13:00 – 23:00 | Appliance crew | 10 | 128:30 | 120 |

| | | | | | |
|----|---------------|-----------|-------|-----|-----|
| 21 | 08:00 – 19:30 | Community | 11:30 | 140 | 126 |
| 22 | None | | | 140 | 132 |
| 23 | None | | | 140 | 138 |
| 24 | None | | | 140 | 144 |
| 25 | None | | | 140 | 150 |
| 26 | Annual Leave | | 12 | 152 | 156 |