



NOTTINGHAMSHIRE
Fire & Rescue Service
Creating Safer Communities

Nottinghamshire and City of Nottingham
Fire and Rescue Authority

FUTURE SERVICE DELIVERY ARRANGEMENTS

Report of the Chief Fire Officer

Agenda No:

Date: 20 February 2009

Purpose of Report:

To present the final agreement with the Fire Brigades Union on revised arrangements for the provision of operational cover by wholetime personnel.

CONTACT OFFICER

Name : Frank Swann
Chief Fire Officer

Tel : (0115) 967 0880

Email : frank.swann@notts-fire.gov.uk

Media Enquiries Contact : Elisabeth Reeson
(0115) 967 5889 elisabeth.reeson@notts-fire.gov.uk

1. BACKGROUND

- 1.1 In April 2003 the Fire and Rescue Authority began the process of compiling its first Integrated Risk Management Plan (IRMP). Inherent within this planning process was the move to a broader community safety agenda, as well as the need to adopt true 24hr working to meet additional demands of the Integrated Personal Development System (IPDS).
- 1.2 Following a period of protracted negotiation, a collective agreement on shift patterns was signed by the Service and the trade unions at the Fire and Rescue Authority meeting on 28 April 2006. This was implemented on 1 January 2007. As part of the agreement a Task and Finish Group was established to monitor shift change implementation – consisting of Elected Members, Officers and trade unions, under the chair of the Lead Opposition Spokesperson.

2. REPORT

- 2.1 In advance of the commencement of the revised shift patterns, the Shift Change Implementation Group began a series of meetings on a regular basis to identify and resolve a number of issues that arose. These were not unexpected and would be normal following the introduction of any shift revision in any service or industry.
- 2.2 Early issues identified prior to the implementation revolved around establishment figures, performance management and the resolution of outstanding time owing. As the changes drew closer, briefings, working practices and annual leave plotting were resolved.
- 2.3 Following its implementation the focus of the Shift Change Implementation Group moved from a planning to an implementation phase. This focus was clearly beneficial as the group were able to identify and address key issues arising from the actual implementation of the revised patterns. It was also able to look at ways of improving the revised arrangements.
- 2.4 Whilst the revised patterns brought significant progress within regard to absence, appliance availability and flexible working, issues around continuity, community safety events and detachments identified further areas for improvement. As a consequence, at the meeting of the group on Monday 17 December 2007, a proposal to introduce the concept of self-rostering was agreed.
- 2.5 The proposal for self-rostering was to ensure that the good progress from the existing shift revision was maintained, whilst seeking opportunities to improve those areas identified as not performing as effectively as anticipated. It was also agreed that a pilot process be introduced so that the concept could be monitored and reports brought back to the Shift Change Implementation Group on a regular basis.

- 2.6 As a consequence of the proposals, the concept of self-rostering was introduced at West Bridgford, Newark and the Specialist Rescue Team from January 2008. Following a period of success it was also extended to include Mansfield and Stockhill stations from June 2008.
- 2.7 Numerous issues involving IT provision, local/global crewing, core hours etc., were discussed and addressed during the pilot. Also a visit to Newark and West Bridgford fire stations was undertaken by the Chair of the Shift Change Implementation Group to discuss the pilot with station based personnel.
- 2.8 On 16 October 2008 at the Shift Change Implementation Group meeting, the core principles of the concept of self-rostering were put forward by management. These were presented to the Fire and Rescue Authority within the minutes at its meeting of 19 December 2008. Following this, management and trade unions met to develop a collective agreement to support this process on 19 – 20 January 2009.
- 2.9 Attached as Appendix A is the final agreement negotiated and ready to be signed by the Chief Fire Officer and trade union. The agreement represents a significant step in the way in which shift duty personnel are rostered for work. It gives flexibility, provides capacity, and ensures that the Service will continue to meet its objectives with regard to community safety.
- 2.10 Additionally, the revised collective agreement also brings into scope the arrangements for uniformed personnel contracted to the day duty system. This was previously outside the scope of the collective agreement and as such provided a more rigid system of work routine. The revised arrangements within the agreement gives individuals the same flexibility as their shift based colleagues and enables the Service to move forward in becoming an employer of choice for many who cannot commit to a rigid Monday – Friday system.
- 2.11 The new arrangements will come into place from 1 April 2009. Implementation and planning is already taking place and a management / employee group is looking at peripheral issues such as IT support.

3. FINANCIAL IMPLICATIONS

- 3.1 As with any changes to rostering arrangements there are some financial implications, however the revenue costs are anticipated to be less than the current costs that are allocated to support the current shift working arrangements.
- 3.2 In terms of capital investment, the Service will need to invest in an appropriate IT platform to support the flexibility and recording required of the self-rostering concept. A small task and finish group will be established to take this forward and costs have been built into the 2009 – 2010 budget proposals.

4. HUMAN RESOURCES AND LEARNING AND DEVELOPMENT IMPLICATIONS

- 4.1 As a consequence of the collective agreement being signed, this will be deemed to have been incorporated into the contracts of all employees affected by the agreement. No further negotiation will be required, although future consultation on specific items that arise may have to take place.
- 4.2 In respect of training, some training and awareness sessions will take place to ensure that station based managers are completely familiar with the process of compiling duty rosters. This will take place between now and 31 March to ensure the Service is suitably prepared for a go-live date of 1 April 2009.

5. EQUALITY IMPACT ASSESSMENT

The Service Equality and Diversity Officer has met with both management and trade union officials to ensure that the proposals received an equality impact assessment. The concept of self-rostering presents greater opportunity for a more flexible work approach, which will hopefully encourage increased applications from those under-represented within the Service.

6. CRIME AND DISORDER IMPLICATIONS

There are no crime and disorder implications arising from this report.

7. LEGAL IMPLICATIONS

There are no legal implications arising from this report.

8. RISK MANAGEMENT IMPLICATIONS

Nottinghamshire Fire and Rescue Service does not expose itself or the communities it serves to any greater risk as a result of these changes. By implementing these changes the Service will be better placed to respond to the needs of its community.

9. RECOMMENDATIONS

It is recommended that Members:

- 9.1 Approve the proposed collective agreement set out in Appendix A to this report and authorise the Chief Fire Officer to sign off the formal agreement with the trade union.
- 9.2 Acknowledge the continuation of the task and finish group to monitor the impact of the revised arrangements and to ensure a smooth transition.

10. BACKGROUND PAPERS FOR INSPECTION

- Fire and Rescue Authority reports of 3 June 2005; 24 March 2006; 28 April 2006.
- Minutes of the Shift Change Implementation Group of 4 July 2006; 8 September 2006; 23 October 2006; 10 November 2006; 6 December 2006; 26 January 2007; 20 March 2007; 14 May 2007; 25 June 2007; 17 September 2007; 17 October 2007; 22 February 2008; 29 April 2008; 15 July 2008; 11 August 2008; 16 October 2008.

Frank Swann
CHIEF FIRE OFFICER



A Collective Agreement

for the Rostering of Staff

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 the working arrangements of wholetime uniformed staff with the exception of Flexi-duty officers and Fire Control Staff. This document replaces the previous agreement on shift working signed on 28th April 2006.

Date of agreement: 20 February 2009

Signed on behalf of the:

Authority

Fire Brigades Union

Position:.....

Position:.....

Signature:.....

Signature:.....

Date:.....

Date:.....

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ABBREVIATIONS

| | |
|------|---|
| AL | Annual Leave |
| CM | Crew Manager |
| CPD | Continual Professional Development |
| CS | Community Safety |
| CST | Community Safety Team |
| CSTF | Community Safety Task Force |
| FF | Firefighter |
| Hrs | Hours |
| IRMP | Integrated Risk Management Planning |
| PDR | Personal Development Review |
| SM | Station Manager |
| SRT | Specialist Rescue Team |
| STAC | Short Term Sickness and Compassionate Cover |
| WM | Watch Manager |
| NCAT | Non Core Activity Time |

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 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.

2. INTRODUCTON

- 2.1 This agreement relates to changes to the way that wholetime employees are rostered for duty and applies to employees in the roles of Firefighter, Crew Manager, Watch Manager and Station Manager (not conditioned to Flexi-duty) who are subject to the National Joint Council Scheme of Conditions of Service Sixth Edition 2004.
- 2.2 In addition, new entrants to the Service after 28 April 2006 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.
- 2.3 The changes associated with this agreement will come into effect on 01 April 2009. Both the Fire Brigades Union and Service Management undertake to give their full co-operation in the implementation and maintenance of the agreement.
- 2.4 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 will reflect the following arrangements.
 - 3.1.1 Core Operational Crewing
The crewing of appliances to provide primary operational resources.
 - 3.1.2 Day-duty Rostering Arrangements
The working arrangements for uniformed staff not providing Core Operational Crewing or conditioned to the Flexi-duty system.
 - 3.1.3 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. (See 3.6 and section 9.)
 - 3.1.4 Alternate Crewing arrangements based upon delivery of the Community Safety Plan (IRMP). (See 3.7)
- 3.2 On an annualised hour's basis, employees will be contracted to 2,190 hours in total per year consisting of working hours and leave hours.
- 3.3 To enable the Service to maintain flexibility, the Service may introduce different rostering arrangements for entrants to the Service after the 28 April 2006. 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 the crewing of fire appliances by firefighters on a self rostering, locally managed basis. Further clarification is given in section 7.
- 3.5 Day-duty rostering arrangements will comprise attendance at work to fulfil uniformed roles not committed to full time operational duties, e.g. Trainers and HQ staff, on a self rostering, locally managed basis. Further clarification is given in section 8.
- 3.6 The arrangements for Community Safety Teams will only be implemented on the basis of IRMP and following full consultation with the representative body. These arrangements will comprise periods of core operational cover and periods of community based working to complete the full contracted number of hours.
- 3.7 For those employees in post before 28 April 2006, Alternate Crewing arrangements will only be implemented by collective agreement.

- 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 pattern to ensure continuity, but which could be varied, for instance:
- 3.10.1 By mutual agreement i.e. on voluntary transfer to a different work location or working arrangement;
- 3.10.2 Following due notice of compulsory transfer to a different work location or working arrangement – in this case the existing compulsory transfer policy will apply;
- 3.10.3 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 section 3.7.

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 representatives 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.
- 4.4 Within this agreement, the day-to-day responsibility to roster operational resources is delegated to Supervisory Managers at the local level, and it is recognised that training, support and appropriate infrastructure will be required. However, in the interests of protecting the community, the Chief Fire Officer reserves the right to intervene where local management fail to roster adequate resources.

5. CORE OPERATIONAL CREWING WORKING PRACTICES

- 5.1 Any revision to 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 Working Practices 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 impetus for day-shifts is to enhance productivity and focus on the delivery of services to the community.
 - 5.2.3 The general impetus for night shifts is to do as much work as possible to free the maximum capacity for delivery of service to the community in the day.
 - 5.2.4 Supervisory Managers 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.
 - 5.2.5 Where all working objectives have been achieved, Supervisory Managers have the flexibility to implement 2.5 hours of Non-Core Activity Time (NCAT) per night shift. This will be taken after midnight, and employees are able to undertake activity of their choosing.
 - 5.2.6 Where managers consider there are issues around performance, of a team or station, those issues will be raised with station personnel and an improvement action plan agreed. Should performance not improve management may, through consultation with the representative bodies, restrict the use of NCAT.

6. OVERALL PRINCIPLES

6.1 Annualised Hours

- 6.1.1 Wholetime contracts are based on 42 hours per week, and 52.143 weeks in a year. This gives a total of 2190 contracted hours.
- 6.1.2 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).
- 6.1.3 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 core hours at work each year (2190 – 432).
- 6.1.4 Station Managers are provided with 36 hours additional leave in line with Grey Book Conditions of Service
- 6.1.5 Each employee within Core Operational Crewing, inclusive of the Specialist Rescue Team, and Community Safety Teams, will have 84 hours per year deducted from their contractual total which will only be worked when covering short term sickness or compassionate leave (up to 28 days). These 84 hours will be known as STAC hours. Therefore, a firefighter with more than five years service would work 1674 hours, if no STAC hours are utilised.
- 6.1.6 All hours are calculated pro-rata for part time employees. Table 1 below provides examples of the annualised hours contract calculations.

Table 1: Annualised hours contract calculations

| Contractual Status | Contract Hours | Annual Leave | Long Service Leave | STAC Hours | Remaining Core Hours |
|---|----------------|--------------|--------------------|------------|----------------------|
| FF, 4 years service on Core Operational Crewing | 2190 | 396 | 0 | 84 | 1710 |
| CM, 8 years service, on Core Operational Crewing | 2190 | 396 | 36 | 84 | 1674 |
| FF, 9 years service, 28 hour week contract, on Core Operational Crewing | 1460 | 264 | 24 | 56 | 1116 |
| FF, 4 years service, on Day-duty | 2190 | 396 | 0 | 0 | 1794 |
| WM, 7 years service on Day-duty | 2190 | 396 | 36 | 0 | 1758 |
| SM, 9 years service on Day-duty | 2190 | 432 | 36 | 0 | 1722 |
| CM, 22 years service, 21 hour per week contract on Day-duty | 1095 | 216 | 18 | 0 | 861 |

6.2 Annual Leave

The annual leave year will be 1 April to 31 March.

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

6.2.2 Long Service Leave is accrued after the completion of 5 years service and then after the complete appropriate 4 month period within the year. Table 2 below shows the schedule for the accrual of leave hours.

Table 2: Schedule for the accrual of leave hours.

| Month | Leave Accrued for WM's, CM's, and FF's | Leave Accrued for SM's | Long Service Leave |
|--------------|---|-------------------------------|---------------------------|
| April | 36 | 36 | 12 |
| May | 36 | 36 | |
| June | 36 | 36 | |
| July | 24 | 36 | |
| August | 36 | 36 | 12 |
| September | 36 | 36 | |
| October | 36 | 36 | |
| November | 24 | 36 | |
| December | 36 | 36 | 12 |
| January | 36 | 36 | |
| February | 36 | 36 | |
| March | 24 | 36 | |
| Total | 396 | 432 | 36 |

6.3 Establishment

6.3.1 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. Where the establishment is below the required level then roster groups will be allowed to assume and roster below standard ridership.

6.3.2 Where Roster groups are above the required establishment level they will be able to ride above standard.

6.4 Pool

6.4.1 To assist in managing the fluctuations in the establishment and to reduce the impact of long term sickness, a virtual 'Pool' is in place.

6.4.2 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.

- 6.4.3 Employees will be deployed to the pool when they are sick for 28 consecutive calendar days.
- 6.4.4 If an employee is placed on light duties they will be deployed to the pool.
- 6.4.5 Employees in the pool will be conditioned to the day duty system and work within the Community Safety Task Force, under the supervision of the Community Safety Task Force Manager and will be available to be redeployed to the rosters with 72 hours notice. This may be varied by approval of the Head of Response in circumstances where such a posting or duty system would be significantly detrimental to the employee.
- 6.4.6 Employees within the pool will be engaged in activities relevant to their role.
- 6.4.7 When vacancies are created within the roster groups they will be filled by a Firefighter from the Pool.
- 6.4.8 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, STAC hours will be deployed to maintain the crewing levels if this falls within the initial 28 days sickness of the person being replaced.
- 6.4.9 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.
- 6.4.10 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.

- 6.4.11 There will be occasions when the Pool provides cover for temporary promotions, secondments and long term sick Supervisory Managers 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.
- 6.4.12 Employees will be paid travelling expenses in line with the procedures for compulsory transfers.
- 6.4.13 Employees will have the ability to request a transfer back to their original location or back to the Pool if they wish.
- 6.4.14 Employees may also be deployed to provide short term cover within the rosters, e.g. cover for public duties etc.
- 6.4.15 The management of the Pool and decisions on deployments between the Pool and rosters will be the responsibility of the Head of Response, or nominated deputy.
- 6.4.16 When Trainees join the Service, they will enter the Pool if no vacancies exist on stations. However, to ensure they continue to develop their skills, they may be placed on stations, but may not be counted on the establishment to reduce the impact on crews.

6.5 Accrual of Hours for Sick, Compassionate and other Special Leave

- 6.5.2 When an individual goes sick they will credit the actual shift hours they had been rostered to undertake for the first 14 days. Beyond that, they will accrue 42 hours per week pro-rata average.
- 6.5.3 When an individual takes compassionate leave they will accrue nil hours until the return to work, and a subsequent application is made for reimbursement, based on the rostered pattern of work that would have been undertaken.
 - 6.5.3.1 Hours will be reimbursed within normal policy guidelines and will be credited to the individual's core hours total.
 - 6.5.3.2 Where reimbursement for compassionate leave is not approved, the individual who was deployed using STAC hours will have the choice as to credit back the STAC hours, or Core Hours.
- 6.5.4 An individual on Paternity Leave will accrue a maximum of 96 hours over a 14 day leave period.
- 6.5.5 Where an individual is on Maternity Leave they will accrue 42 hours per week average.

6.5.6 Where an individual is on other types of leave, they will be credited with the actual shift hours they have been rostered to undertake for the first 14 days. Beyond that they will accrue 42 hours per week pro-rata average.

6.6 Accrual of Hours for Students Attending Training Courses

6.6.1 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. Where a student attends a full day training course of up to 8 hours in duration, they will accrue 10 hours against their Core hour total.

6.6.2 Where a student attends a training day that exceeds 8 hours or involves an overnight stay (e.g. The Fire Service College) then 12 hours will be accrued against their Core hour total.

6.6.3 It is recognised that some training events of a specialist nature may include additional activities beyond that of the normal training day (e.g. night exercises). In such cases the Group Manager has the autonomy to award additional hours on a case by case basis.

6.6.4 No time will be paid or accrued for travelling.

6.7 Allocation of Training Courses

6.7.1 The provision and allocation of training courses will be determined from the PDR process and organisational objectives.

6.7.2 Supervisory Managers will be provided with nominations and available training events by 1 October each year.

6.7.3 Supervisory Managers will be responsible for allocating themselves and individuals they are responsible for on to the training events.

6.8 Booking of Leave

6.8.1 The mechanism for booking leave is to be determined at the station / roster group level, giving recognition to the need to facilitate training courses and the crewing of appliances.

6.8.2 To provide additional capacity for leave, training courses will be reduced, and in most cases, not scheduled over the following periods (specific dates will promulgated annually when the course nominations are released):

6.8.2.1 Over the Christmas and New Year Period;

6.8.2.2 The weeks containing Good Friday and Easter Monday;

6.8.2.3 Spring Bank Holiday week;

6.8.2.4 The school 6-weeks holiday period.

6.8.3 Where a request for leave cannot be facilitated within the roster group, a request to Crewing should be made who may be able to facilitate cover from within other roster groups subject to the availability of resources.

6.8.4 The Service will guarantee that enough leave spaces will be made available throughout the year to ensure all leave can be taken.

6.8.5 Any leave not taken within the year will not be carried forward into the following leave year except in exceptional circumstances, where the Chief Fire Officer's permission must be sought. In any circumstance the extension period will not exceed 30 June in the following leave year.

6.9 Bank Holidays

6.9.1 Bank Holidays will be rostered to the standard crewing level for core operational roles, and determined locally by Departmental Heads for Day-duty roles.

6.9.2 Sickness occurring on Bank Holidays will not be covered by STAC hours, as overtime shifts will be provided to cover shortfalls. These will be worked by volunteers operating on a fair, equitable and transparent system managed at the station/cluster level. These volunteers will receive a single payment of double time for the shift if they are required to work, and will not accrue any hours.

6.9.3 If an employee is on sick leave over a Bank Holiday shift they will forfeit 12 hours from their leave entitlement.

6.9.4 Payment for working on a Bank Holiday will be submitted after the occurrence of the day.

6.10 Concessionary Days

6.10.1 Concessionary days will continue to be accrued in the same manner and the worked hours added to both Core hour accrual and leave entitlement hours. These additional leave hours can be held for 12 months. Therefore if an individual works 12 hours on a Concessionary Day, they will accrue 12 hours in the normal way, and also add a further 12 hours to their leave entitlement which must be taken within the next 12 months.

7. CORE OPERATIONAL CREWING PRINCIPLES

7.1 Notwithstanding that through the process of IRMP, the Chief Fire Officer is able to deploy his/her resources to meet the needs of the community. For the purposes of implementation, and to meet the needs of the current IRMP, the structure of the Service will be as at 7.1.1, and any proposed changes will be fully consulted upon with the Representative Bodies to identify any contractual issues that will require negotiation.

7.1.1 Organisational Structure:

- 4 x 2-pump stations comprising 4 WM's, 8 CM's and 36 FF's
- 7 x 1-pump stations comprising 4 WM's, 4 CM's and 20 FF's
- Specialist Rescue Team (SRT) comprising 4 WM's, 12 CM's and 28 FF's
- Community Safety Task Force (CSTF) Comprising 1 WM, 1 CM and 6 FF's.
- Pool, with a notional establishment of 16 FF's.

7.2 To establish an even distribution of resources, the stations will be grouped together as individual roster groups to assist in providing resilience. These are identified in table 3.

Table 3: Roster Groups

| Roster Groups | Total Staff | Riders Required | Ridership Factor |
|-----------------|-------------|-----------------|------------------|
| 1, 8, 12 | 84 | 15 | 5.6 |
| 5, 20 | 76 | 14 | 5.43 |
| 26, 29 | 76 | 14 | 5.43 |
| 18, 27 | 76 | 14 | 5.43 |
| 16, 19 | 76 | 14 | 5.43 |
| SRT (8, 16, 29) | 44 | 8 | 5.5 |

7.3 Each Station will be expected to remain self sufficient and provide the standard daily crewing requirements of 5 at a one-pump station and 9 at a two-pump station. Assistance from within each roster group can also be utilised and mechanisms for this should be determined locally.

7.4 Assistance may be used from other roster groups but this will be co-ordinated by Crewing subject to resources being available. A timely request will be needed, bearing in mind that stations will be required to roster to standard.

7.5 In exceptional circumstances support may also be utilised from outside of Core Operational Crewing, e.g. Day-duty staff and the Pool. This will be co-ordinated by Crewing, subject to Group Manager approval.

- 7.6 The SRT will continue to provide cover from three locations (Stn's 8, 16, 29), however it is anticipated that this will reduce to two in the longer term, providing cover in the North and South. These changes will not adversely affect crewing arrangements of 8 riders. All other self rostering principles, including number of hours, sickness cover and leave will be identical to Core Operational Crewing.
- 7.7 Locally, each station and roster group will need to determine their own mechanisms and processes, and Supervisory Managers will manage these processes to meet the needs of the Service, and that of their respective personnel, within the following parameters:
- 7.7.1 In terms of operational shifts, the core roster will be pre-planned around the principles of twelve hours maximum, six hours minimum. Any variances to this will only be permitted to meet the exigencies of the Service or in occasional personal circumstances where early release from duty may be required.
 - 7.7.2 Non - operational shifts, e.g. community safety activities, can be any duration up to the maximum of 12 hours;
 - 7.7.3 Agreed detachment payments and late fire calls will continue to be paid at the agreed overtime rates where they exceed the rostered shift times;
 - 7.7.4 Each employee must have the provision to take 2 periods of 24hrs rostered free from duty every 7 days;
 - 7.7.5 No more than 4 consecutive night shifts should be worked by an individual, unless they are working regular nights and therefore removing the issue of sleep deprivation;
 - 7.7.6 Management will provide the correct station establishment, and Supervisory Managers locally will roster the right number of staff, with the required skills, on duty;
 - 7.7.7 Leave allocation systems, and control of the provision of leave will be determined and managed locally;
 - 7.7.8 Individual stations (or as a roster group if determined locally) will cover their own sickness and compassionate leave up to 28 consecutive days in duration. The process for this will be determined at the station/roster group level and managed locally. The hours worked in these circumstances will be drawn from the STAC hours. On 31 March each year any of the 84 STAC hours not worked will be disregarded as an incentive;
 - 7.7.9 Where sickness is anticipated to extend beyond 28 days, an individual from the pool will be deployed to the rosters in accordance with 6.4.8.

7.7.10 Cover for all other legitimate Service requirements will be provided from core hours, e.g. Paternity Leave, off watch training, Jury Service, Sports Leave, Civic Duty. (See also section 7.4).

7.7.11 For longer types of leave, which are generally pre-planned and extend beyond 28 days, e.g. Adoption leave, Career Breaks, Maternity Leave, cover will be the responsibility of Management.

7.8 All shifts of sickness must be covered by an individual forfeiting their STAC hours, and not accruing hours against contract. The only exception is where the sickness cannot be covered and the crew is left deficient.

7.9 The cover of sickness or compassionate leave beyond 28 days will be the responsibility of management. Where staff in the Pool have been exhausted, CSTF staff may be utilised as a temporary measure.

7.10 No individual will work in excess of the 84 STAC hours should sickness increase substantially.

8. DAY-DUTY ROSTERING ARRANGEMENTS

- 8.1 The contractual hours will be identical to those within Core Operational Crewing with the exception that there will be no requirement to cover any sickness, and therefore no allocation of STAC hours.
- 8.2 Therefore each employee will be expected to work 2190 hours, less their leave allocation which will be 396, or 432 hours dependant on length of service. This means they will be required to work 1758 hrs (1794 hrs for staff with less than 5 years service).
- 8.3 Station Managers will also receive a further 36 hours of leave in line with Grey Book Conditions of Service.
- 8.4 Each working location/Department will need to determine their own mechanisms and processes and Managers will manage these processes to meet the needs of the Service and that of their respective personnel, within the following parameters:
 - 8.4.1 Normal hours of work will be contained within 07:00hrs and 19:00hrs Monday to Friday, except where clear business needs are identified. Where work is completed outside of these hours they will accrue time and a half.
 - 8.4.2 Hours worked covering operational shifts for the purposes of maintaining competencies will only accrue single time irrespective of 8.4.1.
 - 8.4.3 Hours worked on a Bank Holiday will accrue double time.
 - 8.4.4 Staff will be free to determine their hours of work within the parameters of 8.4.1 subject to local working arrangements and with the approval of their line manager.
 - 8.4.5 Leave allocation systems, and control of the provision of leave will be determined and managed locally.
 - 8.4.6 Shifts can be any duration up to a maximum of 12 hours.
 - 8.4.7 Each employee must have the provision to take 2 periods of 24hrs rostered free from duty every 7 days.
 - 8.4.8 It is recognised that maintenance of the establishment is the responsibility of management, and staff will not be expected to work increased hours to cover shortfalls.

- 8.5 Staff currently conditioned to the 9-day fortnight are protected whilst ever they stay within that role. Therefore they will only be required to work 1573 positive hours per year (1597hrs if they have less than 5 years service). SM will attain a further 24hrs deducted to recognise additional leave provision within the Grey Book. This protection will be removed on promotion, or if they transfer to another duty system. Transfers will only occur through the course of normal circumstances.
- 8.6 Work that is required to be undertaken at evenings and weekends must be supported by clear organisational need and pre-planned wherever practical. It is recognised that some events may be of a risk critical nature and may require an immediate response, e.g. the fire inspection of a premise that may be subject to prohibition etc.
- 8.7 Late disruption to pre-planned activities outside of normal hours of work should be avoided as much as possible. Where disruption does occur due to unforeseen or unplanned circumstances due regard should be paid to individual's commitment and the future requirements of the service when rearranging or reprogramming. Where work is required during evenings and weekends by individuals who had not been previously programmed to work then only volunteers will be used.
- 8.8 In exceptional circumstances where there is a serious threat to the operational capability of the Service, e.g. training requirements following a serious health and safety event, major incident or spare conditions requiring enhanced operational support or major loss of staff due to pandemic etc, then individuals may be required to work outside of the normal hours of work.
- 8.9 Where unforeseeable, unplanned work is to be undertaken during evening and weekends, that is not of a risk critical nature (see 8.8), due regard should be paid to individual's commitments and the future requirements of the service when rearranging or reprogramming and only volunteers will be used.
- 8.10 All parties accept that this has not been piloted, and that changes may be needed as part of the review process within the Task and Finish Group detailed in section 4.

9. COMMUNITY SAFETY TEAMS

- 9.1 If these working arrangements are implemented, volunteers will be sought to form the Community Safety Teams. However if insufficient volunteers are received then Service Management may compulsory transfer employees to the Community Safety Team giving due recognition to the appropriate policies.
- 9.2 Through the release of capacity by balancing risk and resources, appliances may be crewed in a more flexible manner by Community Safety Teams.
- 9.3 This will be achieved by the Team crewing appliances for predetermined periods of highest demand.
- 9.4 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.
- 9.5 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 Supervisory Managers following the principles within Section 7.
- 9.6 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.
- 9.7 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 and maintaining their operational competencies.

10. COMMUNITY SAFETY TASK FORCE

- 10.1 A Community Safety Task Force (CSTF) has been created containing 1 WM, 1 CM and 6 FF's. This team will be deployed to provide dedicated community services in targeted areas, and provide support to district activities.
- 10.2 The members of the team will be conditioned to the Day-duty rostering arrangements.
- 10.3 Volunteers will be sought to form the Community Safety Task Force. However if insufficient volunteers are received then Service Management may compulsory transfer employees to the Community Safety Task Force giving due recognition to the appropriate policies.

11. CONTROL OF HOURS

- 11.1 To maintain control of hours, an audit point will be required every 3 months to ensure that each employee is within the band of 36 hours plus or minus against contract. This can be varied locally but must be contained within these parameters.
- 11.2 The maximum roll over allowed on 31 March each year will be plus or minus 36 hours and there will be no accumulation year on year. For example, if at the end of the year an individual with more than 5 years service in the SRT (1674 core hours) has worked 1690 hrs, they will start the following year with a credit of 16 hours. This will continue until the employee changes to a non-annualised duty system or leaves the Service.
- 11.3 Annually, on 31 March, the hours for covering sickness and leave entitlement will be restored to the agreed level (84 STAC and 396/432 AL).

12. EMOLUMENTS

12.1 General Rules

12.1.1 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.

12.1.2 All home to base journeys will be at PSV rate.

12.1.3 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.

12.1.4 Any applicable overtime payments will be the same if a Service vehicle or own transport is used.

12.1.5 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.

12.1.6 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.

12.1.7 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.

12.1.8 For anyone living outside of the County all home to base expenses will only be counted from the County border.

12.2 Detachments

12.2.1 Employees will be expected to attend other stations to maintain crewing levels.

12.2.2 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.

12.2.3 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.

12.3 Medicals

12.3.1 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.

12.3.2 An allowance of 3 hours at overtime rate will be paid plus the appropriate travelling expenses. These expenses will be paid at a level equivalent to the prevailing kit carrying rate.

12.4 Compulsory Transfers

12.4.1 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).

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

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

12.5 Voluntary Transfers

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

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

12.6 Promotions

12.6.1 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).

12.6.2 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.

12.6.3 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.

13. 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.