

MERSEYSIDE FIRE AND RESCUE AUTHORITY			
MEETING OF THE:	AUTHORITY		
DATE:	17 DECEMBER 2015	REPORT NO:	CFO/096/15
PRESENTING OFFICER	CHIEF FIRE OFFICER		
RESPONSIBLE OFFICER:	NICK MERNOCK	REPORT AUTHOR:	MIKE CUMMINS
OFFICERS CONSULTED:			
TITLE OF REPORT:	INDUSTRIAL RELATIONS UPDATE		

APPENDICES:	APPENDIX A:	COLLECTIVE AGREEMENT 24HR/WTR DUTY SYSTEM
	APPENDIX B:	WORKING GROUP TERMS OF REFERENCE
	APPENDIX C:	WORKING PARTY RECOMMENDATIONS
	APPENDIX D:	INTERIM COLLECTIVE AGREEMENT VOLUNARY ADDITIONAL HOURS

Purpose of Report

1. To inform Members of the matters of negotiation and consultation that are currently or have recently subject to dialogue between Officers of the Authority and Representative Bodies since the final meeting of the Consultation and Negotiation Committee (CNC) of 23rd March 2015.

Recommendation

2. That Members note the work undertaken and the progress being made:
 - a. To maintain effective and constructive industrial relations with Representative Bodies and;
 - b. To deliver the Authority's IRMP.

Introduction and Background

3. The Authority agreed at its last AGM that the Industrial Relations update should in future be received at full Authority meetings and that the Consultation and Negotiation Committee (CNC) should be disbanded. This report provides an Industrial Relations update to that presented at the final CNC meeting of 23rd March 2015.
4. This report deals with matters of consultation and negotiation including:
 - Service Instructions
 - 24HR/WTR Duty System
 - Memorandum of Understanding (Operational Response)
 - Implementation - Memorandum of Understanding (Operational Response)
 - Co-Responding Trial

Service Instructions

5. Following the final meeting of the CNC on 23rd March 2015 the Local Joint Secretaries have successfully completed consultation on 141 new or amended Service Instructions. At the time of writing this report a total of 9 draft Service Instructions remain in the formal consultation process.

24HR/WTR Duty System

6. This section of the report provides an update on the work completed in relation to negotiations with representative bodies over the introduction of 24-hour working following the update provided at the final meeting of the Consultation and Negotiation Committee (CNC) of 24th March 2015.
7. Members will recall that formal dialogue over options for the broader adoption of 24-hour working at locations providing operational response commenced in September 2014 at the request of the FBU. The matter was raised by FBU Officials as part of the conciliation process facilitated by the National Joint Secretaries on 10th and 11th September 2014 following an unrelated dispute registered by the FBU over a range of Employment Policies approved by the Authority on 26th June 2014. Whilst formal agreement over the detail and introduction of the Employment Policies was secured, it did not prove possible at that time to reach agreement over the introduction of 24-hour working at locations additional to Croxteth fire station (where 24-hour shifts have already been adopted).
8. Following further dialogue under the local Joint Secretaries arrangements the Service was able to propose an operational response model that included the introduction of 24-hour working at up to 8 additional station locations. The model was subject to staff at the 8 stations locations selected accepting wholetime retained (WTR) contracts at 5% of salary to provide 24-hours of retained availability in an 8-day reference period to meet the staffing needs of an additional 4 x WTR pumps on a continually available basis. This new duty system model which linked 24-hour working and the holding of a retained contract was given the acronym of 24HR/WTR.
9. The 24HR/WTR duty system is contractually predicated upon the stations conditioned to 24-hour shifts being reverted to the de-fault shift duration of 12-hours should there be a reduction at any future point in the number of WTR contract holders required to meet the staffing needs of the associated WTR pumps. This contractual arrangement maintains the sustainability of the retained element of the duty system. Prior to the adoption of 24HR/WTR duty system a collective agreement (Appendix A) was reached with the FBU and the FOA to secure the position of the Authority in this respect.
10. The 24HR/WTR duty system meets the condition set by the Authority that the further adoption of 24-hour working should be based upon a clear operational rationale given the potential for increased risk and fatigue that occurs under 24-hour working arrangements. The Authority's operational response model for 2015/16 provides for 24 appliances staffed on a wholetime basis and 4 appliances staffed on a wholetime retained basis. The provision of 4 x WTR pumps under this model was deemed by the Chief Fire Officer to constitute such a rationale based on the contribution to the resilience of operational response provision that is provided.
11. The position detailed above was reported to Members at the CNC meeting of 24th March 2015. Members were informed that 8 stations had been identified by the Chief Officer as suitable for the adoption of the 24HR/WTR duty system. These were to be

organised as paired Units which each Unit providing sufficient WTR contract holders to meet the staffing needs of 1 x WTR appliance. The proposed Units were:

- Kirkby & Bootle/Netherton
 - Huyton & St Helens
 - Old Swan & Speke Garston
 - Upton & Bromborough
12. Expressions of interest for the 24HR/WTR duty system were sought from staff at these locations. Sufficient interest was received to allow the new duty system to be adopted at the Upton & Bromborough and Huyton & St Helens stations (Units). The new duty system was adopted at these locations on 15th June 2015 providing 2 x WTR appliances staffed by firefighters based at the Unit locations. There was insufficient interest from staff located at the Kirkby & Bootle/Netherton and the Old Swan & Speke Garston Units to proceed with the adoption of the 24HR/WTR duty system at these locations.
13. The adoption of the 24HR/WTR duty system at only 2 out of the proposed 4 Unit locations resulted in a shortfall of 2 x WTR appliances in meeting the target of 4 x WTR appliances budgeted for in the Authority's operational response model for 2015/16. Also, the unwillingness of the FBU to enter into a new agreement for Voluntary Additional Hours (VAH) at the point when the 24HR/WTR duty system was introduced placed at risk the viability of the new duty system (including the availability of the 2 x WTR pumps) as the 24HR/WTR duty system is contingent upon staff providing VAH to meet short term staffing fluctuations. Additionally VAH also provides the Authority with a flexible and efficient mechanism for maintaining appliance availability and appliance rider numbers at 5, within the de-default 12/12 duty system.
14. The deficiencies detailed in paragraph 13, were highlighted by the CFO in his presentation to Members at the Strategy Day on 14th July 2015 regarding operational response options up to 2019/20 in the context of the potential level of Government cuts to grant funding during that period. Members agreed to the proposal from the CFO that a Working Party be established with Representative Bodies to explore potential efficiencies to allow the Authority to provide the best possible operational response provision within a range of reduced resource levels including the scope for further retained provision and re-introduction of a VAH agreement.

Memorandum of Understanding (Operational Response)

15. This section of the report deals with Memorandum of Understanding in relation to operational response provision the was produced by the Working Party established under the direction of Members at their Strategy Day of 14th July 2015.
16. The Working Party conducted its first meeting on 4th August 2015 at which Terms of Reference were formally agreed (Appendix B). Membership of the Working Party consisted of Officers of the Authority and representatives from the Fire Officers Association (FOA) and the Fire Brigades Union (FBU). It was determined that the focus of the group would in the short term be directed at identifying the efficiencies that could be achieved in relation to operational response arrangements to ensure that the Authority provides the most effective, efficient and proficient operational response provision possible.

17. Notwithstanding the serious financial challenges faced, all the parties represented on the Working Party:
 - a. Acknowledged the benefits that motivated and committed staff bring to the Service in terms of service delivery, productivity and willingness to change.
 - b. Confirmed their commitment to the adoption of more efficient duty systems that are attractive to staff, provide rewards for staff offering flexibility but remain affordable to the Authority.

18. The Working Party agreed a number of jointly held principles to guide its work and inform its considerations and recommendations. These are detailed below:
 - 24-hour wholetime fire cover provides the most immediate and effective way to deploy firefighters into their communities to deal with any emergency incidents.
 - 5 riders on a fire appliance is the most operationally effective option for crewing levels and provides clear benefits for Merseyside Fire and Rescue Authority, firefighters, the public and accords with the Service mission statement of: Safer Stronger Communities - Safe Effective Firefighters.
 - Proposals requiring a move away from the National Conditions of Service to local agreements will only be considered when all other options have been explored.
 - Compulsory redundancies are not something either party would willingly want or seek to explore.
 - MFRA staff constitutes its most valuable asset and establishing the workplace as an attractive place to work encourages staff to embrace change, and provide the extra flexibility that MF&RS requires.
 - The Retained Duty System (excluding Wholetime Retained) is a duty system that will not be considered for adoption by the Authority until all other viable options have been explored.

19. The principles agreed by the Working Party were supported by a number of design parameters to be applied to any proposals generated to determine their acceptability to the Authority. These are detailed below:
 - **Flexibility** – the ability to staff appliances to meet specific demand in an operational and functional (prevention/protection/training/preparedness) sense.
 - **Resilience** – to bring additional resources into service in a cost effective manner through contractual arrangements as and when required.

- **Affordability** – that the overall cost remains neutral to the Authority and does not impact unduly on its reserves.
- **Sustainability** – that any solution identified allows for a longer term approach to be adopted rather than having to revisit approaches based on competing demands.
- **Safety** – that the safety of staff is considered in full with particular reference to risk and fatigue.

20. The considerations and conclusions reached by the Working Party were guided by the existing organisation of operational response provision and the structural changes being implemented as a consequence of station mergers, station closures and the current organisational budget. The key points of consideration being:

- The Authority budget for 2015/16 provides for 24 x WT (Wholetime) and 4 x WTR (Wholetime Retained Pumps).
- Following agreement with the FBU the 24HR/WTR duty system has been adopted at Huyton, St Helens, Upton and Bromborough providing the Authority with 2 x WTR appliances currently located at St Helens and Upton.
- Allerton fire station has been closed and station mergers for (West Kirby & Upton), (Huyton & Whiston) and (St Helens & Eccleston) are being progressed with new build stations to be located at Saughall Massie, St Helens and Prescott.
- The new merged stations will be serviced by 1 x WT and 1 x WTR appliances with the 2 x WTR appliances currently located at St Helens and Upton being transferred to one of the new merged station locations following completion of construction.
- As a consequence of the in-year cuts the Authority staffing budget can no longer sustain the rescue pumps at Whiston, West Kirby
- A decision on the designation of Eccleston's fire appliance will be considered by the Authority at today's meeting following extensive public consultation on changes to the response arrangements for the St Helens District.

21. Following a period of intensive work the Working Party produced a Memorandum of Understanding that was signed by the FBU on 28th August 2015 and the FOA on 1st September 2015 setting out its conclusions and recommendations.

22. The Working Party conclusions are listed below:

- Based on Merseyside Fire and Rescue Service's empirical evidence the 24HR/WTR duty system requires a limited uptake of voluntary additional

hours above the contractual hours currently provided by staff conditioned to this duty system to maintain 5 riders on all shifts.

- The working of additional hours at flat rate above an individual's contractual commitment constitutes the most efficient mechanism currently available to the Authority for maximising appliance availability and appliance rider levels given that there is no budget for this additional expenditure which therefore must be met from reserves.
- That staff flexibility in providing additional hours beyond their contractual commitment and through the voluntary adoption of more efficient and flexible duty systems should, subject to affordability considerations be rewarded.
- Rewards for staff flexibility will serve to maintain high levels of staff motivation and engagement which will in turn support higher levels of service delivery and productivity.
- There is an appetite amongst the workforce for more 24HR/WTR stations. However, the current linkage between 24-hour working and the demands of providing retained cover renders the duty system less popular than it might otherwise be.
- The late finish at the de-fault 12/12 stations is unpopular with some staff for work/life balance reasons and may constitute a barrier to the take up of additional hours at these locations should this be agreed as an option.
- A proportion of staff prefer to remain working under the existing 2/2/4 arrangements, valuing the personal benefits that accrue from this system and have no desire to adopt alternative duty system arrangements or to work additional hours beyond their existing contractual commitment.

23. Working Party made a detailed set of recommendations which are set out in full in Appendix C to this report. The key recommendations included:

- Proposals to adopt the 24HR/WTR duty system at up to 13 station locations.
- A 24-hour working model to be adopted at Southport fire station under the principles of self-management and self-sufficiency.
- The arrangements at the 4 x LLAR stations remaining unaltered.
- The remaining 4 stations continuing operate the de-fault 12-hour shift model.
- The immediate implementation of a Voluntary Additional Hours (VAH) to provide staffing sustainability for existing and planned 24HR/WTR stations.
- A commitment to minimise the impact of station transfers as a consequence of implementing the changes detailed in the Memorandum.

Implementation Memorandum of Understanding

24. This section of the report deals with the progress that has been made in implementing the recommendations detailed in the Memorandum of Understanding.
25. As detailed in the Memorandum a new interim agreement for Voluntary Additional Hours (VAH) for a 3-month period ending 30th November 2015 was put in place with the FBU pending the resolution of the safety concerns raised by the FBU over staff transporting their own fire kit. The Memorandum provided for the resolution of these concerns being a trigger for a successor VAH agreement of greater duration being put in place in accordance with the terms set out in the Memorandum. To allow work to resolve these matters to progress the FBU and the FOA have agreed to a proposal from the Authority that the interim collective agreement to be extended for a period of 4-months up to 31st March 2016 as all parties recognise the benefits that the interim VAH agreement provides.
26. Further action to implement the recommendations detailed in the Memorandum of Understanding will be subject to a full analysis of the impact of funding reductions for the 4-years commencing 2016/17. This work cannot be completed until December 2015 when DCLG will provide sufficient detail of the funding position for individual Fire and Rescue Authorities to allow this analysis to proceed. In the interim the Joint Secretaries continue to work on the detailed plans for implementation pending the clarification of the funding position moving into 2016/17 and beyond.

Co-Responding Trial (Emergency Medical Response)

27. This section of the report provides an update on the proposed undertaking of a co-responding trial between MFRA and NWAS. For the purposes of the trial co-responding involves the simultaneous mobilisation of NWAS and MFRA resources to Red 1 incidents where a patient is subject to life threatening risk as a consequence of cardiac or respiratory arrest.
28. Historically attempts at the national and local level to introduce co-responding and first-responding were opposed by the FBU and a Court of Appeal ruling in 2007 determined that co-responding was not part of a firefighter's role map and therefore not contractual. Subsequently, limited national progress has been made in the development of local partnerships between ambulance services and FRS's involving the fire service responding to incidences of cardiac and respiratory arrest.
29. As part of the national pay settlement of 2014 the NJC agreed to set up five work streams with a view to expanding the future role of firefighters. One of the work streams specifically addressed co-responding. Progress was made and the FBU agreed at its 2015 annual conference to lift its long standing opposition to co-responding and to participate in range of local trials overseen nationally by the NJC to assess how co-responding might work in practice.
30. The NJC Circular (13/15) issued in August 2015 invited FRSs to submit applications to participate in the trials. It is the intention that the trials should be completed by June

2016 at which point the impact and benefits would be assessed by the NJC. An application to participate in the trial was submitted by Officers of the Authority on 7th August 2015 and this was accepted. The Merseyside trial is planned to run for a period of 5-months on a pan-Merseyside basis; initially phasing its introduction at 4 station locations prior to broadening its scope. The selected locations are Southport, Speke, Wallasey and Croxteth fire stations. At Croxteth the response will be provided by the Day Crewed (Development) pump.. Locations being considered for Phase 2 adoption include Aintree, Birkenhead, Crosby, Toxteth and Old Swan prior to full implementation across the Service

31. The local trial will afford MFRS with the opportunity to test the practical implications of co-responding and evaluate the benefits, particularly in terms of the outcomes for patients. The trial will also allow for the testing of communication and mobilisation processes and provide an opportunity to assess the impact of co-responding on staff particularly in terms of welfare. Participation in the trial is all the more important as this would allow MFRA to influence the design and development of a model of co-responding that may be subsequently adopted nationally following consideration of the outcomes of the local trials by the NJC, at which point firefighter role maps may be varied to include co-responding
32. A Memorandum of Understanding (MoU) between NWAS and MFRA has been agreed detailing how the two organisations will collaborate during the trial period in providing high quality pre-hospital care to victims of life threatening cardiac and respiratory arrest. Under the MoU firefighters trained and equipped to a standard determined by NWAS will be mobilised along with NWAS resources to Red 1 incidents. NWAS will remain responsible for transporting patients to hospital. Fire appliances will only ever be mobilised in conjunction with NWAS resources and never instead of them and NWAS staff will always retain the clinical lead responsibility in dealing with patients. The trial will commence in January 2016.
33. Staff mobilised under co-responding arrangements who suffered an injury would be protected under the firefighter pension schemes and compensation regulations. Extant risk assessments with respect to operational response provision and safe systems of work that are already in place will apply in instances of co-responding, although OIC's in attendance at co-responding incidents will undertake a Dynamic Risk Assessment, following which a tactical mode will be declared. MFRA will provide insurances to cover its obligations under the co-responding trial including employer and public liability.
34. Analysis of data supplied by NWAS indicates that should co-responding for Red 1 calls be adopted at all station locations across Merseyside then the aggregate decrease in performance against the 10-minute response time would be 1.4%. The data also indicates that appliances would on average be mobilised 2 to 3 times per week.
35. NJC Circular 13/15 states that FRSs need to discuss the trial with local trade union representatives. Locally FBU Officials have been fully supportive of the trial as have the NWAS Representative Bodies. The Merseyside MoU has been identified regionally by the FBU and the NWAS Representative Bodies as the most suitable model to take forward nationally beyond the trial.

36. Firefighters have been consulted locally with meetings conducted at the Huyton, Wallasey and Southport during November. These meetings provided staff with an opportunity to raise questions and concerns. These meetings have been attended by officers of the Authority, local FBU officials, NWAS managers and regional officials from the NWAS representative bodies with all external partners strongly supporting the trial highlighting its benefits for patients and organisationally. A set of FAQ's agreed between MFRS, NWAS and the FBU has been prepared. These FAQ's address the concerns expressed by staff in relation to logistical and training issues relating to the conduct of the trial.
37. For the period of the trial MFRA will not seek any financial remuneration from NWAS although the Memorandum of Understanding does provide for the replacement by NWAS of consumables utilised by firefighters at a co-responding incident.
38. The trial will be monitored for effectiveness by the Merseyside Blue Light Collaboration Programme Board.

Equality and Diversity Implications

39. There are no Equality and Diversity implications arising from this report.

Staff Implications

40. Staff and representative bodies have been fully consulted and engaged in the preparation of the Memorandum of Understanding for operational response and Emergency Medical Response.

Legal Implications

41. There Memorandum of Understanding for co-responding has been prepared under the supervision of Director of Legal and Democratic Services.

Financial Implications & Value for Money

42. There are no financial implications arising out of this report.

Risk Management, Health & Safety, and Environmental Implications

43. There are no risk management, health and safety or environmental implications arising from this report.

Contribution to Our Mission: *Safer Stronger Communities – Safe Effective Firefighters*

44. Good industrial relations support the Authority in its mission to ensure *Safer, Stronger Communities and Safe Effective Firefighters*.

BACKGROUND PAPERS

CFO/023/15 This report follows on from CFO/023/15

GLOSSARY OF TERMS

MFRA	Merseyside Fire and Rescue Authority is the physical and legal entity. When writing reports MFRA is the “object”.
MFRS	Merseyside Fire and Rescue Service is the service provided by MFRA. When writing reports MFRS is the “action”
CNC	Consultation & Negotiation Committee
WT	Wholetime
WTR	Wholetime Retained
24HR/WTR	24-Hour Wholetime Retained Duty System
FBU	Fire Brigades Union
FOA	Fire Officers Association
NWAS	North West Ambulance Service
EMR	Emergency Medical Response
NJC	National Joint Council
MOU	Memorandum of Understanding