

**COLLECTIVE AGREEMENT  
24 HOUR WORKING & WHOLETIME RETAINED**

**Dated – 9<sup>th</sup> April 2015**

**1. Parties**

- 1.1 Merseyside Fire & Rescue Authority of Fire and Rescue Service HQ, Bridle Road, Bootle, Merseyside, L30 4YD.
- 1.2 The Fire Brigades Union of FBU Office, 46 Derby Road, Bootle, Liverpool, L20 8EH.

**2. Definitions**

In this agreement:

- 2.1 “The Authority” means Merseyside Fire & Rescue Authority.
- 2.2 “The FBU” means the Fire Brigades Union.
- 2.3 “Wholetime retained working” means work undertaken by retained contract holders who also provide a wholetime contract.
- 2.4 “PPE” means personal protective equipment.
- 2.5 “OIC” means officer in charge.

**3. Background**

- 3.1 The FBU has requested that the Authority provide the option of 24-hour working for staff undertaking operational response at fire stations.
- 3.2 The Authority has determined that the adoption of 24-hour working will only be considered when a clear operational rationale exists.
- 3.3 The Authority operational response model from 1<sup>st</sup> April 2015 provides for 24 appliances staffed on a wholetime basis and 4 appliances staffed on a wholetime retained basis.
- 3.4 The Authority will agree to the operation of 24-hour working at a limited number of fire stations subject to the staff at these locations :
  - 3.4.1 Taking up sufficient numbers of wholetime retained contracts to meet

the staffing needs of up to 4 x wholetime retained appliances, and

3.4.2 Managing their availability on a self-sufficient and self-managed basis including through the application watch based self-rostering principles to meet appliance availability requirements without recourse to staff being detached in. Paragraph 5.2 provides further clarity

#### 4. **24-hour stations operating as paired units**

4.1 The Authority accepts the FBU preference for wholetime retained contracts to be offered at a level of 5% of the salary of a wholetime contract for 24-hours retained availability over an 8-day period but averaged over an 8-week reference period to support staffing flexibility.

4.2 To match the FBU model of retained contracts at 5%, a total of 48 positions providing retained contracts will be required to meet the staffing needs of 1 x wholetime retained appliance. Stations working 24-hours will therefore be paired as units so that each unit will jointly provide the staffing resources for 2 x wholetime and 1 x wholetime retained appliances.

4.3 Subject to the provision of initial assistance and the development of a model administrative system from TRM, the unit will be responsible for ensuring that both wholetime appliances and the wholetime retained appliance are crewed with 5 riders including an OIC and driver. TRM will maintain an auditing function.

4.4 Given the take up of sufficient numbers of WTR contracts a total of up to 8 x key stations operating as paired units will be adopted to provide up to 4 x wholetime retained appliances. Initially the paired stations selected as units will be:

- Huyton & St Helens
- Upton & Bromborough

4.5 Prior to the completion of the current station merger programme the 3 x retained appliances will initially be located at:

- Upton (Wirral)
- St Helens (St Helens)

4.6 The selection of fire stations and the composition of units for 24-hour working will

be determined solely by the Authority reflecting the future merger programme and operational response considerations.

**5. The 24-hour/wholetime retained duty system**

- 5.1 48 positions will be allocated to each unit consisting of 10 Watch Mangers and 38 Firefighters. Each unit member will be required to undertake a 5% wholetime retained contract with a contractual commitment to provide 1 x 24hr period of wholetime retained cover every 8 days, averaged over an 8 week reference period.
- 5.2 The distribution of supervisory manager and firefighter roles within the unit is such that it will not be possible to operate equally balanced watches. It will be problematic therefore to establish a base pattern akin to a Watch on the 2, 2, 4 system. In acknowledging this reality each unit will operate in accordance with the principles contained within Service Instruction 0812 'Management of Watch Based Self Rostering' with responsibility for managing individual availability to ensure that the 2 wholetime appliances and the 1 wholetime retained appliance allocated to each unit, are staffed with 5 riders (including an OIC and driver) at all time.
- 5.3 In the event of a continuous period of sick leave or notification of such, exceeding 28-days the Authority may transfer an individual out of a station operating the 24-hour duty system. In these circumstances the individual will revert to their previous role, or if that is not applicable, to general role within the Authority at the level specified in their primary contract, until fit to return to their role at the 24-hour station at which they are based. In such circumstances the Service may temporarily transfer staff into the 24-hour station
- 5.4 Leave under the wholetime and wholetime retained contracts will be managed locally by the team. TRM will provide initial assistance and a model administrative system to assist them in this regard.
- 5.5 Service Instruction 0812 'Management of Watch Based Self Rostering' provides the flexibility for the unit to manage shift allocations between unit members to meet appliance availability requirements.
- 5.6 Each unit will operate as a virtual 3 pump station providing 2 wholetime appliances and 1 wholetime retained appliance. To ensure appliance availability is

maintained unit members can be required to work across both unit locations. Detached duty payments are not applicable.

- 5.7 The rest periods to be applied pre and post any periods of 24-hour working are detailed in the extant collective agreement for 24-hour working.
- 5.8 When mobilized under their retained contracts staff will be required to transport their own PPE directly to the location housing the retained appliance. A pool car will be allocated at each location (2 per unit) to enable movement of personnel and PPE/Kit between locations.
- 5.9 There is no requirement on any individual to work any additional shifts above that which is contractually obliged. That is 2 x 24-hour wholetime shifts and 1 x 24-hour wholetime retained shift in every 8-days, averaged over an 8 week reference period.

## 6. **Welfare**

- 6.1 The Authority will undertake a review of existing staff welfare facilities at the locations identified for 24-hour working to determine if they can be improved to better support working 24-hour shifts.

## 7. **Selection process**

- 7.1 A selection process will be carried out if applicant numbers exceed available positions. The process will be subject to consultation with the FBU.

## 8. **Reversion of stations from 24-hour to the De-fault Duty System**

- 8.1 The continued operation of 24-hour working at any unit is subject to:
  - 8.1.1 All staff based at stations offering 24-hour working, holding a wholetime retained contract which provides for 24-hours of availability over an 8-day reference period.
  - 8.1.2 Each unit ensuring that it is self-managed and self-sufficient (including through the application watch based self-rostering principles) for staffing purposes and able to maintain 2 wholetime appliances and 1 wholetime retained appliance at all times, staffed with 5 riders, including an OIC and driver, without the requirement for staff to be detached in from other

locations.

8.1.3 Sickness levels at 24-hour working stations remaining at or below the global level of sickness for operational staff at all locations providing operational response.

8.1.4 The station performance of 24-hour stations remaining at or above the performance of stations operating the de-fault duty system.

8.2 In the event that the conditions set out in paragraphs 8.1.1 to 8.1.4 are not met, and this cannot be resolved through dialogue with the FBU, then the Authority will revert the stations to the de-fault duty system (currently 12:12), subject to a period of formal notice of 28-days.

9. **Status of agreement**

9.1 Both parties to this collective agreement intend that it is a legally enforceable contract.

10. **Termination Or Amendment**

10.1 This agreement may be terminated or amended at any time by written agreement between the parties.

AS WITNESS the hands the Parties



SIGNED BY.....

For and behalf of the Fire Brigades Union



SIGNED BY.....

For and behalf of the Authority