

## APPENDIX C

### Working Party Recommendations:

#### 24HR/WTR Stations

- That the number of stations operating the 24HR/WTR duty system should be increased to 12 as detailed below:
  1. Bootle/Netherton
  2. Kirkby
  3. St Helens
  4. Huyton (Prescot)
  5. Speke/Garston
  6. Old Swan
  7. Bromborough
  8. Upton (Saughall Massie)
  9. Liverpool City or Kensington
  10. Birkenhead
  11. Wallasey
  12. Toxteth
  
- 24HR/WTR stations will operate as stand-alone, self-sufficient stations with staff being responsible for meeting staffing shortfalls at their own station in accordance with the requirements set out in the current collective agreement.
  
- Staffing at 24HR/WTR stations will consist of 5 x Watch Managers and 19 x Firefighters with staffing operating under self-managed team arrangements as set out in the current collective agreement.
  
- It will remain a condition that staff holding a position in a 24HR/WTR station must also hold a retained contract at 2.5% of salary to provide 24-hours retained cover in a 16-day reference period.
  
- Stations currently operating the 24HR/WTR duty system currently operate as pairs which each pair being known as a Unit, with staff at these locations holding a retained contract at 5% of salary to provide 24-hours retained cover in an 8-day period. Under the new arrangements the Units would be dissolved and the component stations would operate as stand-alone self-sufficient stations under the conditions detailed above.
  
- Staff based at 24HR/WTR stations may utilise the option of a mix of 12 and 24 hour shifts through self rostering arrangements. Such arrangements are conditional upon the wholetime and the retained appliance availability remaining unaffected and that there are 5 riders available on all occasions. All those working in 24HR/WTR stations must hold a retained contract.

- The new arrangements will provide 3 x WTR appliances which will be based at merger stations following construction. In the interim the locations of the 3 x WTR appliances will be determined, in part, by an analysis of the home locations of those providing the WTR contracts. The location will be a matter to be determined by the Chief Fire Officer following consultation with Representative Bodies.
- The current collective agreement which underpins the operation of the 24HR/WTR stations will be amended to reflect the new arrangements detailed above.
- Individual contractual arrangements for those already conditioned to the 24HR/WTR duty system will be varied to reflect the new arrangements detailed above.
- The 3 WTR appliances will be staffed on a self-rostering basis by WTR contract holders.
- Subject to agreement with the FBU staff mobilized under their WTR contracts will be responsible for carrying their own kit to the station at which the WTR appliance is located.
- In recognition each retained mobilisation will attract a minimum payment of 2 hours pay once agreement on kit movement is reached.

#### Croxteth Fire Station

- The 24HR/WTR model currently in place at Croxteth including local arrangements to support this location's national USAR role will remain unaltered.

#### Southport Fire Station

- Southport fire station will operate 2 x WT appliances on a stand-alone, self-managed and self-sufficient basis with staff being responsible for meeting staffing shortfalls at their own station. The staff at these locations may elect to move to the adoption of the self-contained self rostering 24-hour shift duty system proposed for the 12 stations identified above should this be their preference.
- Staffing at Southport fire station will consist of 44 WTE posts.

#### LLAR Stations

- The arrangements at the 4 x LLAR stations (detailed below) will remain unaltered.
  1. Formby
  2. Belle Vale
  3. Newton
  4. Heswall

#### 12- Hour Shift Stations

- The remaining stations listed below (subject to determination) will continue to operate the 12-hour Shift stations on the existing watch based model;
  1. Aintree
  2. Crosby
  3. Kirkdale
  4. Liverpool City or Kensington
- As a consequence of the in-year cuts Eccleston, West Kirby and Whiston fire stations will no longer be routinely crewed under these arrangements. Where sufficient staff are available without recourse to VAH then these appliances will be crewed.
- All other 12 hour shift stations as detailed at 1 – 4 above will be staffed to ensure the availability of 24 wholetime appliances. A 5 rider crew will be achieved by staff providing additional non-contractual hours.
- There is no requirement for staff at 12-hour stations to provide voluntary additional hours at their home station locations although they may elect to do so. They may also provide voluntary additional hours at other 12-hour Shift stations should they elect to do so.
- Appliance availability and a ridership of 5 at 12-hour Shift stations will be maintained by drawing upon staff from 24HR/WTR stations, LLAR stations and 12-hour Shift stations to provide voluntary additional hours.
- Subject to a compelling business case the Authority will consider a variation to the start/finish times at 12-hour Shift stations to address the family friendly needs of staff at these locations. This will include a consideration of differing start/finish times at different locations. Current provisions for full or part exchange of shifts remain extant. The Service will however, monitor such arrangements and consider corrective action should the application of the revised arrangement impact negatively on the provision of efficient and effective operational response.

#### VAH Usage

- The arrangements detailed in this Memorandum of Understanding are predicated upon staff undertaking a limited number of additional non-contractual hours under a Voluntary Additional Hours (VAH) agreement.
- The demand for voluntary additional hours at self-sufficient 24HR/WTR stations is anticipated to be at a very modest level. There will be a greater requirement for voluntary additional hours at 12-hour Shift stations to ensure that appliances remain continually available with 5 riders.
- The pool from which providers of voluntary additional hours will be drawn is Service wide to ensure this demand can be met without placing unreasonable demands on the flexibility demonstrated by staff.

- Staff undertaking voluntary additional hours at their home station location to achieve self-sufficiency will be paid at flat rate for these hours.
- Staff undertaking voluntary additional hours or detached duties at locations other than their home stations will be paid an additional flexibility allowance of 2-hours at flat rate.
- The flexibility allowance of 2-hours at flat rate will replace the existing arrangements for the Chief's hour and all associated recompense for travel and subsistence allowances under the current detached duty arrangements.
- Subject to agreement with the FBU staff undertaking voluntary additional hours or detached duties at locations other than their home stations will be responsible for carrying their own kit to the station at which the voluntary additional hours or detached duty are being undertaken.
- The budget for VAH will be drawn from the detached duty budget and identified underspends in the approved organisational budget, which would otherwise be allocated to reserves. All budgets will be kept under constant review to maximise the available resources for VAH.

#### Implementation and 2 Stage VAH Collective Agreement

- Upon this Memorandum of Understanding being signed by both parties the Service will move immediately to implement the arrangements set out in Memorandum subject to a timetable agreed by the Joint Secretaries and approved by the Chief Fire Officer
- The Memorandum of Understanding is be underpinned by an interim VAH agreement for a period of 3-months effective from 1<sup>st</sup> September 2015 (Appendix C) that ensures the 24HR/WTR stations can staff up to 5-riders on all occasions and that appliance availability and 5 rider crewing levels can be maintained at 12 hour shift stations.
- A without prejudice transitional payment of 1 extra hour at flat rate will be paid during this 3 month period for VAH shifts undertaken at stations other than an individual's home station to encourage uptake.
- VAH undertaken by staff based in 24HR/WTR Units and VAH undertaken at an individual's home station (12-Hour and LLAR stations) will be paid at flat rate.
- The current arrangements for detached duty payments will remain in place during the 3-month period of the collective agreement and staff subject to detached duty during this 3-month period will not be entitled to the additional 1-hour payment at flat rate.
- Subject to completion of the work currently being undertaken by the Bureau Veritas that addresses the concerns raised by the FBU the parties commit to entering into a

further VAH agreement (replacing the VAH agreement effective from 1<sup>st</sup> September) but of greater duration. This will include specific provision for an additional payment of 2-hours at flat rate subject to staff carrying their own kit/PPE for shifts undertaken at locations other than their home station. This payment replaces the existing arrangements for the Chief's hour and all associated recompense for travel and subsistence allowances under the current detached duty arrangements albeit that this payment will not be applicable to staff located at 24HR/WTR stations who undertake Voluntary Additional Hours at other 24HR/WTR stations.

- Upon completion of the work currently being undertaken by the Bureau Veritas (that addresses the concerns raised by the FBU) staff being mobilised under their retained contracts will be responsible for carrying their own kit/PPE to the fire station at which the retained appliance is located.

#### Transfers To Other Stations

- The revised arrangements recommended by the Working Group will inevitably result in transfers of staff from their current station locations. TRM will work with the Joint Secretaries to minimise, as much as is practicable, any impact of such moves on staff.
- Where possible staff subject to transfer will be located as near as is practically possible to their home addresses.

Prior to this second collective agreement being in place the existing arrangements for VAH, detached duties and kit/PPE movements will remain in place in that Service couriers can be utilised to transport kit/PPE.