

# Public Document Pack

**To: All Members of the Consultation and Negotiation  
Sub-Committee  
(and any other Members who may wish to attend)**

**J. Henshaw  
LLB (Hons)  
Clerk to the Authority**

Tel: 0151 296 4000  
Extn: 4112 Helen Peek

Your ref:

Our ref HP/NP

Date: 9 October 2013

Dear Sir/Madam,

You are invited to attend a meeting of the **CONSULTATION AND NEGOTIATION  
SUB-COMMITTEE** to be held **IMMEDIATELY FOLLOWING** the Community Safety  
and Protection Committee which commences at 13:00hrs on **THURSDAY, 17TH  
OCTOBER, 2013** in the Wirral Suite at Merseyside Fire and Rescue Service  
Headquarters, Bridle Road, Bootle.

Yours faithfully,



Clerk to the Authority

Encl.

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**MERSEYSIDE FIRE AND RESCUE AUTHORITY**  
**CONSULTATION AND NEGOTIATION SUB-COMMITTEE**

**17 OCTOBER 2013**

**AGENDA**

**Members**

Jimmy Mahon (Chair)  
Les Byrom  
Roy Gladden  
Linda Maloney  
Andrew Blackburn

**1. Preliminary Matters**

Members are requested to consider the identification of:

- a) declarations of interest by individual Members in relation to any item of business on the Agenda
- b) any additional items of business which the Chair has determined should be considered as matters of urgency; and
- c) items of business which may require the exclusion of the press and public during consideration thereof because of the possibility of the disclosure of exempt information.

**2. Minutes of Previous Meeting (Pages 1 - 2)**

The proceedings of the last meeting of the Consultation and Negotiation Sub-Committee, held on 27<sup>th</sup> July 2013, are submitted for approval as a correct record and for signature by the chair.

**3. Industrial Relations Update (Pages 3 - 40)**

(CFO/121/13)

To consider Report CFO/121/13 of the Deputy Chief Fire Officer, concerning dialogue between the service and representative bodies, including matters of negotiation and consultation; and to provide an update regarding the progress of industrial relations issues since the last meeting of the Consultation & Negotiation Sub-Committee.

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If any Members have queries, comments or require additional information relating to any item on the agenda please contact Committee Services and we will endeavour to provide the information you require for the meeting. Of course this does not affect the right of any Member to raise questions in the meeting itself but it may assist Members in their consideration of an item if additional information is available.

#### Refreshments

Any Members attending on Authority business straight from work or for long periods of time, and require a sandwich, please contact Democratic Services, prior to your arrival, for arrangements to be made.

**MERSEYSIDE FIRE AND RESCUE AUTHORITY****CONSULTATION AND NEGOTIATION SUB-COMMITTEE****23 JULY 2013****MINUTES**

**Present:** Cllr Jimmy Mahon (Chair) Councillors Les Byrom,  
Linda Maloney, Andrew Blackburn and Dave Hanratty

**Apologies of absence were received from:** Councillors  
Roy Gladden

**1. Preliminary Matters**

Members considered the identification of declarations of interest, urgent matters of business and any items of business that would require the exclusion of the press and public.

- a) There were no declarations of interest made by individual Members in relation to any item of business on the agenda.
- b) There were no additional items of business which the Chair had determined to be considered as matters of urgency.
- c) There were no items of business which required the exclusion of the press and public during the consideration thereof, due to the possibility of the disclosure of exempt information.

**2. Minutes of Previous Meeting**

As this was the first meeting of the Consultation & Negotiation Sub-Committee for 2013/14, there were no minutes of previous meetings for consideration and approval.

**3. Industrial Relations Update**

(CFO/095/13)

Members considered Report CFO/095/13 of the Deputy Chief Fire Officer, concerning dialogue with the representative bodies, including matters of negotiation and consultation; and an update regarding progress of industrial relations since the last meeting of the Consultation and Negotiation Committee on 26<sup>th</sup> March 2013.

Members were provided with an update on matters of consultation and negotiation, including; progress with Service Instructions, outcomes of the IRMP 2013-16 consultation process with representative bodies, redundancy consultation, revised disciplinary procedure and contract harmonisation.

Members were also advised that the Fire Brigades Union have requested further details in relation to the final offer of the Chief Fire Officer over a default shift system and revised staffing model, prior to any decision being made. The Chief Fire Officer, therefore informed the Committee of his intention to hold intense negotiations with FBU representatives, throughout the remainder of the week, with a view to reaching an agreement before Friday 26<sup>th</sup> July 2013.

The Chair of the Authority – Cllr Dave Hanratty proposed that delegated authority be granted to the Chief Fire Officer to make appropriate arrangements, should an agreement not be reached.

This motion was seconded by Cllr Les Byrom.

Members Resolved:

- (a) That the contents of the report and progress being made to maintain effective and constructive industrial relations with the representative bodies be noted.
- (b) Delegated authority be granted to the Chief Fire Officer to make appropriate arrangements, should an agreement not be reached with FBU representatives over the default shift system and revised staffing model.

Close

Date of next meeting Thursday, 17 October 2013

## AGENDA ITEM:

<b>REPORT TO:</b> Meeting of the	<b>MERSEYSIDE FIRE &amp; RESCUE AUTHORITY CONSULTATION AND NEGOTIATION COMMITTEE</b>
<b>DATE:</b>	<b>17<sup>TH</sup> OCTOBER 2013</b>
<b>REPORT NO.</b>	<b>CFO/121/13</b>
<b>REPORTING OFFICER:</b>	<b>DEPUTY CHIEF FIRE OFFICER</b>
<b>CONTACT OFFICER:</b>	<b>NICK MERNOCK – DIRECTOR OF PEOPLE &amp; ORGANISATIONAL DEVELOPMENT, EXTN: 4320</b>
<b>OFFICERS CONSULTED:</b>	<b>MIKE CUMMINS</b>
<b>SUBJECT:</b>	<b>INDUSTRIAL RELATIONS UPDATE</b>

<b>APPENDIX A</b>	<b>TITLE</b>	<b>PROF BROWN'S RAP RECOMMENDATIONS</b>
<b>B</b>	<b>TITLE</b>	<b>EMPLOYERS JOINT SECRETARY OFFER TO FBU 16<sup>TH</sup> SEP 2013</b>
<b>C</b>	<b>TITLE</b>	<b>STANDARD 42-HR CONTRACT</b>
<b>D</b>	<b>TITLE</b>	<b>STANDARD RETAINED CONTRACT</b>
<b>E</b>	<b>TITLE</b>	<b>CONDITIONS FOR MEMBERSHIP LLAR</b>

Purpose of Report

1. To inform members of the matters of negotiation and consultation currently being discussed between the Service and representative bodies since the last meeting of the Consultation & Negotiation Committee (CNC) of 23<sup>rd</sup> July 2013.

Recommendation

2. That Members note 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. This report deals with both matters of consultation and negotiation.

Service Instructions

4. Since the last meeting of the CNC on 23<sup>rd</sup> July 2013 the Joint Secretaries have agreed a total of 21 new and amended Service Instructions which have also been the subject of consultation with representative bodies. At the time of writing this report there are a total of 9 Service Instructions undergoing consultation.

12:12 Duty System

5. At the last meeting of the CNC on 23<sup>rd</sup> July 2013 the CFO reported that he had met with FBU Officials on 26<sup>th</sup> June 2013 at which he made a final offer regarding a proposal to introduce shifts of 24 hours duration as the default for all Grey Book staff providing operational response as an alternative to 12 hour shifts. The CFO also reported that he had met with FBU Officials on 22<sup>nd</sup> July 2013 to discuss the offer and that they had responded by stating that the FBU believed that there was insufficient detail in the offer for it to be acceptable to the membership. Both parties had therefore agreed to clear their diaries for a week of intensive negotiation to seek to move toward a negotiated settlement.
6. These negotiations resulted in the CFO making a revised offer to the FBU that that was detailed in his letter of 26<sup>th</sup> July and reflected a considered response to the arguments that had been advanced by FBU Officials.

**Offer tabled by CFO 26<sup>th</sup> July 2013**

*Rest period*

*In order to achieve the necessary productivity gains and an acceptable outcome on the fatigue index as achieved through the 12 hour shift option, the 24 hour shift system initially proposed that a 4 hour rest period would apply. I recognise however that the implementation of the 24 hour shift system delivers an additional one hour's productivity which I confirm that I am prepared to add to the 4 hour rest period.*

*The proposal advanced on 24<sup>th</sup> July was for a 5 hour rest period. During our negotiations this morning I agreed that this would be extended by 30 minutes through rescheduling of activities and breaks, within the work routine. The 5 hour 30 minutes rest period will now be scheduled from 0000hrs to 0530hrs. In the event that a crew is mobilized during any element of this rest period then compensatory time will be taken elsewhere in the shift. By way of an example, if a crew is mobilized at 0100hrs for 1 hour then the rest period would extend to 0630hrs. The same principle applies for any of the meal/rest breaks. A copy of the revised work routine is appended to this letter.*

*Furthermore the Watch Manager has discretion over the timing of meal/rest breaks dependent on the activities scheduled for the shift.*

*Work life balance requests*

*All work life balance requests will be considered on their merits. Work life balance options will include 12 hour day or night shifts either integrated within the default 24 hour shifts where practical or numbers permitting at a designated station(s).*

*Watch related self rostering*

*The 24 hour system can operate on a one on, three off, or one on, one off, one on, five off basis. The choice of which system to adopt will be left to the FBU membership. It is acknowledged that a watch based self rostering system is the preference of FBU members as determined by the self rostering trial review. Time and Resource Management will however provide support and guidance to stations in the adoption of the new system and will arbitrate as necessary to resolve any staffing issues.*

*Staffing model*

*The Service will adopt a ridership factor of 1.2 across all stations. In recognition of the compelling arguments advanced during the negotiations the Service will set an aspiration target of 5 riders on 100% of occasions and a LPI (minimum standard) of 5 riders on 90% of occasions.*

*Single pump stations will have a role distribution of 4 x WMA. Two pump stations will have a role distribution of 4 x WMB and 4 x WMA. Resilience will be supplemented by WM TCA pass holding Firefighters for development purposes. By way of example the Firefighter would be temporary promoted to cover periods of annual leave.*

7. This offer was subsequently rejected by the FBU membership and the CFO was informed of this decision by Brigade Officials on 14<sup>th</sup> August 2013. The CFO responded by withdrawing the offer tabled on 26<sup>th</sup> July 2013 and both parties then jointly agreed to refer the matter to the National Joint Council (NJC) Resolution Advisory Panel (RAP) chaired by Professor William Brown, for external assistance. This process is in accordance with the agreed procedure as set out in the Grey Book, Section 6, Part C, paragraphs 1 to 14 which states:

*'Where local agreement cannot be reached between the fire and rescue authority and the recognised trade union the difference can be referred to the NJC's Resolution Advisory Panel (RAP) whose role is to assist parties unable to reach agreement at local level by endeavouring to facilitate an agreement or, where that is not possible, to make recommendations (non-binding).'*

8. The Resolution Advisory Panel (RAP) was convened in London on 19<sup>th</sup> August 2013. The Authority's submission reverted back to the original proposal to introduce shifts of 12 hours duration as the default duty system for all station based operational personnel. It was not possible to reach agreement on the day at RAP therefore it was left to Professor Brown as the Independent Chair to make recommendations as to how the issue might be resolved.

9. On 23<sup>rd</sup> August both the parties received a letter from Professor Brown setting out his conclusions and this is attached (appendix A). Professor Brown's letter concluded with his recommendation:

*'The recommendation of the Independent Chair is that there should be a change in the default shift system from the current 9 hour day and 15 hour night. A working party should be established immediately, with full information sharing, to deliver a duty system which can adapt to changing circumstances in recognition of the financial pressure faced by the Authority. The working party will make recommendations on the details of the introduction of a default shift system with shifts of 12 hours. The membership of the working party should be agreed by the local joint secretaries. The recommendations should be implemented from 1 January 2015. The working party will conclude on 1 September 2014.*

*In the interim, the default shift system should be 10.5 hour days and 13.5 hour nights. The stand down period should be 4 hours, to be taken between midnight and 7am. This would be implemented from 1 January 2014 with the appropriate work routines resolved between now and then. It is intended that this recommendation will provide the basis for discussions leading to agreement.'*

10. Both parties accepted the recommendation of Professor Brown. However it was recognised that two shift changes in a 12-month period would be disruptive and therefore both sides committed to a period of negotiation with a view to reaching a collective agreement that would provide for the introduction of a default 12-hour shift system on 1<sup>st</sup> January 2014. This process culminated in an offer being made by the employer's Joint Secretary in his letter to the FBU of 16<sup>th</sup> September 2013 (appendix B). This offer took into consideration a number of proposals tabled by FBU Officials including start and finish times, appliance confidence levels (5 riders) and supervisory manager role designations. It was also agreed that further dialogue would be held over the implementation of 24 hour shifts where there was a strong operational rationale for doing so - in the event that agreement was reached on a move to default 12-hour shift system on 1<sup>st</sup> January 2014.
11. Following on from discussions with MACC the CFO also agreed with Brigade Officials that the offer will be modified to include the provision that no shift changes will be implemented at MACC until the move to the Joint Control Room (JCC) has taken place.
12. FBU Officials subsequently advised the employers Joint Secretary of their intention to undertake a period of consultation at the Branch level on the basis that the Authority would be advised of the FBU position with respect to this offer by 30<sup>th</sup> September 2013.
13. Following the meeting of the Brigade Committee on 4<sup>th</sup> October 2013, Brigade Officials confirmed that the offer detailed in the employers Joint Secretary letter of 16<sup>th</sup> September 2013 was acceptable to the FBU subject to further dialogue regarding the shift start/finish times.

#### 21-hour Contract Holders

14. In August 2012 the Authority concluded a collective agreement with the FBU regarding the adoption of 'Voluntary Additional Hours' as a mechanism for dealing with staffing shortfalls. A similar agreement was also reached with the Fire Officers Association (FOA). This agreement included a commitment to put in place 5 new wholetime posts, subject to budget constraints, with applicants for the posts, to be drawn exclusively from the pool of 21-hour contract holders.
15. This issue was revisited as part of the IRMP (2013/16). As a result the Service moved that all 21-hour contract holders (13 employees) would be offered wholetime contracts, subject to the achievement of the relevant operational competencies.
16. A period of negotiation with the FOA and the FBU was successfully concluded with revised 42 hour contracts (appendix C) being offered to the former 21-hour contract holders on 29<sup>th</sup> August 2013.

#### Reduction in LLAR Stations

17. The IRMP (2013/16) included a proposal to reduce the number of LLAR stations from 7 to 4. Whilst this proposal was supported in principle by the FBU and the FOA, the process of change presented considerable challenge as it required 26 employees to move from the LLAR duty system back to the 2/2/4 model. This would result in the termination of the LLAR retained contract, the 5% enhancement on the day contract and the LLAR allowance of £3,250 for those staff affected.
18. Following a period of negotiations with representative bodies and individual employees sufficient numbers of volunteers were identified (26 in total) within the deadline set by the Authority of 28<sup>th</sup> July 2013, avoiding the need for a compulsory selection process to be undertaken.
19. Staff moving back to the 2/2/4 duty system received compensatory payments commensurate with employment law 'good practice'. The cost to the Authority of the total compensation package for LLAR members leaving the LLAR duty system was £67.9k.

#### LLAR Contract Changes

20. Following a period of negotiations with the FBU and the FOA, agreement has been reached with respect to a new suite of contractual documents. LLAR members have been issued with a revised day and retained contract. The day contract is the equivalent of the new 42 hour contract issued to the former 21-hour contract holders which reflects the work undertaken with representative bodies to establish consistency over contractual terms and conditions. A revised retained contract has also been issued (appendix D) which will form the basis of all retained contracts supporting the move to harmonised contractual arrangements in the future. However, the inclusion of additional contractual terms also addresses the issue relating to the punitive cost currently borne by the Authority in relation to LLAR members classified as long term sick or placed on 'other duties'. This contractual arrangement is set out in paragraph 25.

21. Whilst the overall level of the remuneration for LLAR members will remain unaltered (see paragraph 26), the new contractual arrangements provide the opportunity for the Authority to transfer an employee out of the LLAR duty system and back into the 2/2/4 duty system on a temporary or permanent basis. This option is secured by the introduction of new contractual terms for LLAR members which set out the terms for conditions for membership of the LLAR duty system and receipt of the LLAR discretionary payment. These terms specifically provide the Authority with the option of temporarily or permanently transferring a LLAR member back to the 2/2/4 duty system (appendix E). These conditions are set out below:

*'Reasons for suspension from the LLAR duty system will include but not be restricted to:*

- ✓ *Periods of long term sickness, normally exceeding 14-days*
- ✓ *Following a transfer to other duties*
- ✓ *During periods of disciplinary suspension*

*Any other reason which restricts your ability to undertake the LLAR duty system.'*

22. The revised remuneration arrangements for staff conditioned to the LLAR duty system are detailed in the table below, demonstrating that LLAR members are not subject to financial detriment whilst remaining within the LLAR duty system, indeed pension benefits are actually enhanced under the revised arrangements. Although Watch Managers have been used in this example, the same situation pertains to all other ranks, with the overall level of remuneration remaining unvaried subject to the individual remaining in LLAR, although clearly the particular role based figures will vary on that basis.

	Old	Proposed	Change
<b>Day Element</b>	100% (£33,487) plus 5% pensionable in FPS (NFPS for those members in NFPS)	100% (£33,487) pensionable in FPS (NFPS for those in NFPS)	Reduction of 5% (£1,674)
<b>Retained Element</b>	15% of relevant role pensionable only in NFPS	7.5% of relevant role pensionable only in NFPS	Reduction of 7.5% (£2,512)
<b>LLAR Allowance</b>	£3,250 – non pensionable	£5,762 + 5% of salary for relevant role (total of £7.436)- pensionable in FPS (NFPS for those members in NFPS)	Increase of £4,186 All payments (approx. 31%) pensionable
<b>Total Salary</b>	£43,434	£43,435	£0

Revised Disciplinary Procedure

23. Constructive work continues with representative bodies with the objective of creating a single harmonised disciplinary procedure. Negotiations with representative bodies have continued relating to the managerial level at which disciplinary decisions will be taken. Progress in this regard will be reported back to the CNC at a future meeting.

Contract Harmonisation

24. Work with representative bodies to establish consistency over contractual terms and conditions continues. This work is likely to be protracted and the CNC will be provided with a report on progress in due course. The new contracts issued to LLAR staff and the former 21-hour contract holders represent the successful first element of this work stream.

Retained Reserve

25. The Service has commenced consultation with representative bodies regarding the introduction of a Retained Reserve. This proposal will provide staffing resources on a 24-hours retained duty system to be used as a method of reinforcing operational resources when levels of calls are high, incidents are on a large scale or protracted, and as such place a significant prolonged demand on available resources. Retained staff will respond to predetermined locations from which they will be deployed as appropriate.
26. The contracts will attract an annual retainer of 7.5% of the relevant annual basic pay and payment for work activity will be in accordance with the Grey Book and include a paid annual leave entitlement aligned to the wholetime leave allocation. Retained Reserve members will be drawn exclusively from wholetime Grey Book staff members.
27. The Service is committed to providing the best response to emergencies possible given the current challenges, maintaining this ability in every eventuality is a fundamental requirement. This proposal forms the first stage of a reinforcement plan which is designed to provide resilience for every reasonably foreseeable eventuality.
28. Representative bodies have responded positively to the proposal and the matter will be the subject of a future report to the CNC.

Equality & Diversity Implications

29. None contained within this report.

Staff Implications

30. A total of 26 members of the LLAR system have now returned to the 2/2/4 duty system and new harmonised contracts that will provide the templates for all future contracts, have been issued to 61 employees.

Legal Implications

31. None specific to this report. The Director of Legal and Democratic Services is consulted on each individual issue as appropriate.

Financial Implications & Value for Money

32. The cost to the Authority of the total compensation package for LLAR members leaving the LLAR duty system was £67.9k.
33. Further, as yet un-quantified savings will be made in the LLAR duty system as staff may now be transferred back to the 2/2/4 duty system (on permanent or temporary basis) and on a reduced level of remuneration, during periods when they are unable to undertake the full range of LLAR duties.

Risk Management, Health & Safety, and Environmental Implications

34. Effective industrial relations contribute to a safer working environment and a more harmonious and healthy workplace.

Contribution to Our Mission – To Achieve: Safer Stronger Communities – Safe Effective Fire-fighters”

35. Good industrial relations contribute to preventing disruption and distraction thereby helping to ensure Safer Stronger Communities and Safe Effective Firelighters.

**BACKGROUND PAPERS**

None relevant to this report

**\*Glossary of Terms**

CNC – Consultation & Negotiation Committee  
CFO – Chief Fire Officer  
DCFO – Deputy Chief Fire Officer  
FBU – Fire Brigades Union  
FOA – Fire Officers Association  
IRMP – Integrated Risk Management Plan  
RAP – Resolution Advisory Panel  
WM – Watch Manager  
MACC – Mobilisation & Communications Centre

Employers' Secretary, Simon Pannell  
Local Government House, Smith Square,  
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Telephone 020 7187 7335

e-mail: [firequeries@local.gov.uk](mailto:firequeries@local.gov.uk)

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**NATIONAL JOINT COUNCIL  
FOR LOCAL AUTHORITY  
FIRE AND RESCUE SERVICES**

CFO Dan Stephens  
Merseyside Fire and Rescue Service

Mark Rowe  
Fire Brigades Union

23 August 2013

BY EMAIL

Dear Messrs. Stephens and Rowe,

**Shift start and finish times**

Please find attached the recommendation of the Independent Chair of the Resolution Advisory Panel following the meeting on 19<sup>th</sup> August 2013.

The respective local parties will now need to decide their responses within seven days of receipt. Where both parties signal acceptance then this should be regarded as providing the basis of a local collective agreement on the Panel's recommendations. Given the bank holiday weekend the seven days will commence from Tuesday.

Where either or both of the parties do not concur with the recommendation then, as in any other situation where agreement is not possible, they will have to consider their own actions.

Yours sincerely,



**Gill Gittins**  
on behalf of the Joint Secretaries



**John McGhee**

CC: Professor William Brown

Fire Brigades National Joint Council Resolution Advisory Panel  
19<sup>th</sup> August 2013

Merseyside Fire and Rescue Service – proposed default 12 hour shift duty system.

Those present

For the MFRS:

Dan Stephens (Chief Fire Officer)  
Nick Mernock (Director, POD)  
Dave Mottram (Area Manager)  
Mike Cummins (HR Manager)

For the FBU:

Mark Rowe (Acting Brigade Secretary)  
Les Skarratts (Regional Secretary)  
Kevin Brown (Executive Council)  
Kevin Hughes (Acting Brigade Chair)

Gill Gittins (Joint Secretary, Employers' Side)  
John McGhee (Joint Secretary, Employees' Side)  
William Brown (Independent Chair)

Background

The Merseyside Fire and Rescue Service has, in common with others across the country, been faced with severe financial cuts following the 2010 Comprehensive Spending Review. In February 2013, the Merseyside Authority approved measures to deal with this which included a reduction in fire appliances from 42 to 28, and a change in the default duty system from 9 and 15 hour shifts to 12 hour shifts. It was intended that 3 hours of stand down on the night shift should, in effect, be replaced by 3 hours on the day shift at times of the day when they could be more productively deployed. The changed duty system would also facilitate day crewing as a substitute for potential station closures. At the end of February 2013, negotiations commenced. A range of options was considered, including a proposal by the FBU to reduce stand down time on night shifts by three hours and a possible 24 hour default shift system. It was not possible to achieve agreement.

Considerations

The Authority has to manage the Service under conditions which are changing for reasons quite apart from the unprecedented financial cuts. A strategic shift towards preventative work has successfully reduced the number of incidents but has increased demands for safety checks, inspections, specific risk research and specialist training, much of which has to be carried out in daytime. It is hard to justify the amount of rest time associated with long night shifts. It is recognised that there are external pressures such as HSE guidance, the Knight Review and anticipated further budget cuts in 2015. It is important for the Authority to demonstrate that staff are deployed productively and safely. The FBU reports that its members predominantly wish to remain with the established 9/15 shift pattern. It argues that there is sufficient flexibility in stand down arrangements for the necessary productivity to be delivered, that the established shift pattern is superior in terms of risk and fatigue, and in terms of being family friendly. It also believes that adding 3 hours to the day shift in the early evening, when the level of incidents is highest, will be counter-productive, because fire crews will not be fresh.

In considering these arguments, the Independent Chair notes that both financial cuts and external pressures are likely to continue for the foreseeable future. The Authority has demonstrated its commitment to the productivity merits of secure full-time employment by committing reserves to the avoidance of compulsory redundancies. It has also shown a clear

preference to achieve change through negotiation and consultation. The FBU has demonstrated realism in the face of unprecedented circumstances, recently achieving negotiated compromises on critical cost-saving issues. Although the issue of comparative risk and fatigue on different shift patterns is complex, the balance of evidence is that maximum fatigue scores are lower with 12/12 than with 9/15 shift patterns. The evidence also suggests that the early evening peak of incidents has been diminishing steadily in recent years, and their current number and duration are not at a level which need dictate the shift pattern. So far as family-friendly shift arrangements are concerned, the Authority has pursued a case-by-case approach, with over 90 per cent of requests for change being resolved to the satisfaction of the applicant.

### Recommendation

The recommendation of the Independent Chair is that there should be a change in the default shift system from the current 9 hour day and 15 hour night. A working party should be established immediately, with full information sharing, to deliver a duty system which can adapt to changing circumstances in recognition of the financial pressure faced by the Authority. The working party will make recommendations on the details of the introduction of a default shift system with shifts of 12 hours. The membership of the working party should be agreed by the local joint secretaries. The recommendations should be implemented from 1 January 2015. The working party will conclude on 1 September 2014.

In the interim, the default shift system should be 10.5 hour days and 13.5 hour nights. The stand down period should be 4 hours, to be taken between midnight and 7am. This would be implemented from 1 January 2014 with the appropriate work routines resolved between now and then. It is intended that this recommendation will provide the basis for discussions leading to agreement.

William Brown  
Darwin College  
University of Cambridge  
23<sup>rd</sup> August 2013

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Mr M. Rowe  
Brigade Secretary  
FBU Office  
50 – 54 Mount Pleasant  
Liverpool  
L3 5SD

16<sup>th</sup> September 2013

Dear Mr Rowe

**RE: RAP AGREEMENT WORKING GROUP**

I refer to our latest meeting of the 11<sup>th</sup> September 2013 convened following both sides acceptance of the Resolution Advisory Panel's (RAP) recommendation.

During this meeting I think we both recognised the benefits of considering an early move to the 12/12 duty system as more preferable than implementing the 10.5/13.5 duty system for one year as a transitional measure.

In reaching this position I acknowledge the positive, constructive and open manner in which you have entered into these discussions.

As a result and after listening to your representations I am able to confirm that in acceptance of a move to the 12/12 duty system on the 1<sup>st</sup> of January 2014 the Authority would commit to the reintroduction of the following conditions;

- (1) A role distribution of 4 x WMA on a one pump station and 4 x WMB and 4 x WMA on two pump stations.
- (2) A ridership factor of 1.2
- (3) An aspirational target of 5 riders on 100% of occasions and a LPI (minimum standard) of 5 riders on 90% of occasions.
- (4) The commitment to recruit into 8 wholetime posts in 2013/14 and 14/15.

In addition to this Service provides an undertaking, to consider the introduction of 24 hour shifts at locations where there is strong operational rationale for doing so.

This undertaking will be considered in light of the Comprehensive Spending Review for 2015.

At the same time we will consider the feasibility of a watch based self rostering system, as proposed by the Fire Brigades Union.

I hope this clarifies the current position, however if I have omitted any issue please let me know.

I would be grateful if you would now consider this proposal through your agreed union procedures and advise of your acceptance or otherwise by the 23rd September 2013).

Yours sincerely

N Mernock  
Director of People & Organisational Development



**STATEMENT OF PARTICULARS OF EMPLOYMENT**  
(Under ERA 1996 S.1)

**From Employer:** Merseyside Fire & Rescue Authority

**To Employee:**

**Service Number:**

**Role:**

**Date Appointment Commenced:**

**1.0. Introduction**

1.1. This statement sets out particulars of your employment with Merseyside Fire & Rescue Authority ("the Authority"), which are required to be given to you under the Employment Rights Act 1996.

**2.0. Collective Agreements**

2.1. The collective agreements specified below are applicable to this employment as follows:

2.2. The National Joint Council for Local Authority Fire & Rescue Services Scheme of Conditions of Service (6<sup>th</sup> Edition) 2004 ("the Grey Book"), so far as the matters contained in the Grey Book relate or apply to a Community Firefighter and so far as they are apt for incorporation into an individual's contract of employment and until amended revoked or replaced, but excluding any provisions as to levels of remuneration or allowances for personnel and reference to any duty systems.

2.3. Any local collective agreements made between the Fire Brigades Union (or other representative body for the time being recognised by the Authority for the purposes of collective bargaining) and the Authority so far as the matters contained in such agreements relate to a Community Firefighter and so far as they are apt for incorporation into an individual's contract of employment and until amended or replaced by any subsequent local collective agreement made between the parties to the initial collective agreement the subject of the amendment or replacement.

2.4. Where there is any conflict or inconsistency between any matter set out in any of the applicable collective agreements specified above and/or anything expressly contained within this statement of particulars, then the contract of employment shall be interpreted and construed by applying the provision which is contained in the document which has the highest level of precedence in accordance with the following order of precedence: -

2.4.1. The express provisions set out in this statement of particulars;

2.4.2. The Grey Book

2.4.3. The local collective agreement most recently made

**3.0. Job Title/Role**

- 3.1. The title of the job, which you are employed to do, is
- 3.2. The activities which you are required to perform are those within the national IPDS Role Map applicable to your role. The activities you are required to perform may be amended by the Authority provided they remain activities within the national IPDS Role Map applicable to your role. You will be required to undertake driver duties in full compliance with the firefighter Rolemap, section FF9.

**4.0. Commencement Date & Continuous Employment**

- 4.1. Your employment under this contract is effective from **Date**.
- 4.2. Continuity of Employment with the Authority in accordance with the Employment Rights Act 1996 covers your statutory employment rights.

**5.0. Probationary Period**

- 5.1. Your appointment is conditional upon the satisfactory completion of a 12 month probationary period.
- 5.2. If during your probationary period, you are unable to demonstrate your suitability for the position to which you have been employed; your employment may after due consideration be terminated.

**6.0. Place of Work**

- 6.1. Following the completion of your initial training, your place of work will be at a Fire Station or any other premises used by the Authority for its functions within Merseyside as determined by the Authority.
- 6.2. You will be required to work at any fire service premises within Merseyside Fire & Rescue Service at any time when notified by the Authority.
- 6.3. You may be required to work in any other Fire & Rescue Authority's area to the extent considered appropriate by the Authority in respect of provision of cross border assistance and/or mutual aid.
- 6.4. When undertaking detached duties you will be responsible for the transportation of all your personal kit and PPE not held under the pool arrangements at your destination duty station.

**7.0. Remuneration**

- 7.1. You will be paid the basic salary of a                    for which you have been assessed in accordance with the Grey Book or any different rates applicable to duty systems agreed under local collective agreements with representative bodies.
- 7.2. Your salary will be paid by 13 four weekly payments (two weeks in advance and two weeks in arrears) by bank credit.

**8.0. Expenses and Allowances**

- 8.1. The Authority will provide you with sufficient items of uniform currently in use by the Authority and considered as appropriate to your role.

**9.0. Hours of work**

- 9.1. Your normal hours of work will be an average of 42 hours per 7 days (which equates to 48 hours per 8 days), over an 8 week reference period, subject to variation by local agreement, to respond to any emergency incident.
- 9.2. At the sole discretion of the Authority, you may be required to work:
  - 9.2.1. Any of the existing national duty systems as set out in the Grey Book
  - 9.2.2. Any other locally agreed duty system adopted by the Authority as meets the requirements of the Authority's IRMP
  - 9.2.3. It should comply with the relevant UK and foreign law including the Working Time Regulations and Health and Safety at Work regulations.
- 9.3. You will be required to attend at any fire or other incident or emergency or at any other fire service location for reserve or standby duties at any time during your normal hours of duty as notified to you by the Authority.
- 9.4. If you fail to meet the above requirements, then your remuneration may be reduced by the Authority to an amount it considers appropriate, or other sanctions may be separately imposed as provided under the Authority's discipline policy.

#### **10.0. Transfer to Any Other Duty System**

- 10.1. Under this specific contract you do not have an automatic right to transfer to any other duty system.

#### **11.0. Overtime**

- 11.1. You will not be required to work overtime, but any overtime you do work at the request of the Authority will be compensated as per the National/Local Conditions.

#### **12.0. Working Time Regulations**

- 12.1. If you hold employment in which you will actually work an average of more than 48 hours per week over a 17 week reference period, then your continued employment under this contract will be conditional upon a valid current opt out agreement from the above maximum working hours under the Working Time Regulations being given to the Authority by you.

#### **13.0. Other /Secondary Employment**

- 13.1. You may not undertake any form of external employment (including self-employment) for hire or gain, carry on any trade or business or hold any office without the approval of the Authority.

#### **14.0. Overpayments/Deductions from Salary**

- 14.1. Should you receive money from the Authority in error, to which you are not entitled, or be overpaid or otherwise owe the Authority money, you agree that the over payment should be repaid.
- 14.2. In the event of an overpayment being made and following consultation with you, the Authority reserves the right to deduct the appropriate amount from subsequent salary payments and/or require you to repay the amount owed.
- 14.3. Such sums can be deducted from your salary (either in a lump sum or over a reasonable period of time) or be deducted from final payments made on termination of employment.

**15.0. Annual Leave**

- 15.1. Your annual leave entitlement is allocated in accordance with Grey Book provisions and in accordance with a predetermined leave roster devised by the Authority to meet the exigencies of service.
- 15.2. The leave year runs from 1<sup>st</sup> January to 31<sup>st</sup> December.
- 15.3. During your holidays you will be paid your normal basic remuneration. Additional provisions as to leave are set out in the Grey book (e.g. provisions as to long Service and Public Holiday leave).
- 15.4. Leave should be taken in accordance with the Services Annual Leave policy for operational employees.
- 15.5. If you leave the service of the Authority before the end of the holiday year, you will be required to make an appropriate refund, which will be deducted from your final wage, in respect of any holidays taken that exceed your pro-rated entitlement during the holiday year.

**16.0. Pension**

Employed on or after 2006

- 16.1. The Authority operates a contributory pension scheme in respect of employment as a Firefighter, namely the New Firefighter Pension Scheme.
- 16.2. This scheme is contracted out of the state Earnings Related Pension Scheme, and national insurance contributions will accordingly be payable at the reduced ('contracted out') rate. A contracting out certificate to this effect will be in force.
- 16.3. You will be automatically enrolled into the "The Scheme" unless you expressly sign an 'Opt Out' form, can be obtained from the People and Organisational Development Pay and Pensions Team on request.

**17.0. Pension**

Employed before 2006

- 17.1. You are currently a member of the Firefighter's Pension Scheme.
- 17.2. This scheme is contracted out of the state Earnings Related Pension Scheme, and national insurance contributions will accordingly be payable at the reduced ('contracted out') rate. A contracting out certificate to this effect will be in force.
- 17.3. This Scheme is currently part of a National Review of Pensions. Any statutory changes will be cascaded to all members when appropriate, however benefits will remain relevant until changes are implemented.

**18.0. Notice Periods**

- 18.1. The length of notice, which you are required to give the Authority to terminate your contract of employment is 4 weeks however this period may be reduced on negotiation and agreement with your line manager.
- 18.2. The length of notice, which you are entitled to receive from the Authority to terminate or to change your statement of particulars, is:

- One week's notice if the employee has been employed by the employer continuously for one month or more, but for less than two years
- two weeks' notice if the employee has been employed by the employer continuously for two years, and one additional week's notice for each further complete year of continuous employment, up to a maximum of 12 weeks

18.3. The Authority will be entitled to terminate your employment summarily, i.e. without notice or pay in lieu of notice, if at any time you are found in breach of gross misconduct or if you commit any serious breach of a material term of your contract of employment. This is referenced within the Disciplinary and associated policy on the portal.

### **19.0. Health and Safety**

19.1. Various rules and legal obligations exist for the effective and safe operation of the Authority and the welfare and interests of those who work therein, and you as an employee are expected to comply with them. This includes your obligations under section 7 of the Health & Safety at Work etc. Act 1974.

19.2. From time to time the Authority will exercise its right to change existing rules, or to introduce new ones, which you will be required to observe.

### **20.0. Training Learning and Organisational Development**

20.1. During your employment with the Authority, you will be required to undertake residential training at the National Fire Service College, or any other location, as determined by the Authority. Standard remuneration allowances and leave will apply in respect of the undertaking of residential training in accordance with NJC circulars issued from time to time.

20.2. In the event of you failing to attend such training without good cause or reason, you may be liable to repay the Authority either the whole or a proportion of any financial loss sustained by the Authority, as determined by the Authority.

### **21.0. Trade Union Membership**

21.1. You have the following rights in respect of Trade Union membership and other activities:

- the right to be a member of such trade union as you chose
- the right not to belong to a trade union
- the right where you are a member of a trade union to take part in its activities at appropriate time and to seek and hold office in a union

21.2. The Authority, as your employer, supports the system of collective bargaining and believes in the principle of solving industrial relations' problems by discussion and agreement. For practical purposes, this can only be conducted by representatives of employers and employees. To that end the Authority encourages collective bargaining through trade unions.

### **22.0. Compliance with Authority Policies and Procedures**

22.1. You are required to familiarise yourself and comply with the Authority's most current policies, procedures and instructions in place, which are accessible via

the internal portal or further advice or assistance may be sought from the People and Organisational Development team.

### **23.0. Absence and Attendance Policy**

- 23.1. You agree to familiarise and comply with the Authority's most recent Absence and Attendance Policy regarding absences due to sickness. The Absence and Attendance Policy and Service Instructions provides details of the procedures set out in this agreement may be accessed via the portal, further advice may be sought from the People and Organisational Development team.
- 23.2. The Authority reserves the right to ask you, at any stage of unavailability/absence due to sickness, to produce a medical certificate and/or to undergo a medical examination. If you fail to comply with such a request, then the Authority shall have the discretion to cease payment of Organisational payment for absence due to sickness. The provisions for payments are set out in the Grey Book and the Authority's Absence and Attendance Policy.

### **24.0. Disciplinary Rules and Procedure**

- 24.1. The Authority's Discipline Policy and Procedures are applicable to you and are in line with the Fire & Rescue Service National Scheme of Conditions of Service and ACAS Code on Discipline and Grievance Procedures, the conditions of service and procedures may be supplemented, from time to time by procedures adopted by the Authority.
- 24.2. The Authority's Disciplinary Policy reflects and improves on the statutory provisions and the ACAS Code on Disciplinary and Grievance Procedure and is designed to help and encourage all employees to achieve and maintain standards of conduct, attendance and job performance. The aim of the policy is to provide a framework to ensure consistent and fair treatment for all employees in the Organisation. For further details of the procedures please refer to the Grey Book and guidance on the Portal.

### **25.0. Return of Property**

- 25.1. You shall promptly, whenever requested by the Authority and in any event upon the termination of your employment, deliver up, all correspondence and all other documents, records, papers, computer disks, videos, CDs and all other property which may have been prepared by you or have come into your possession, custody or control in the course of your employment, and you shall not be entitled to and shall not retain any copies of them.
- 25.2. Title to all such material and copyright in all such material created solely or in part by you shall rest with the Authority

### **26.0. Grievance Procedure**

- 26.1. The Authority's Grievance Policy and Procedures are applicable to you and are in line with the Fire & Rescue Service National Scheme of Conditions of Service and ACAS Code on Discipline and Grievance Procedures, the conditions of service and procedures may be supplemented, from time to time by procedures adopted by the Authority.
- 26.2. If you have a grievance regarding your employment, in the first instance, where appropriate, every effort should be made to resolve the matter on an informal basis through discussion with your immediate line manager before resorting to the formal stages of the Grievance Procedure. Most issues should be able to be resolved in this way.

- 26.3 you should refer to the Authority's grievance procedure, which is accessible via the portal or may be obtained from your line manager or the People and Organisational Development team.

### **27.0. Code of Conduct**

- 27.1. You must comply with the general principles of conduct detailed in the Code of Conduct Policy.
- 27.2. The Authority's Code of Conduct Policy is accessible via the internal portal. For further advice contact the Legal Services team.

### **28.0. Work Life Balance, Statutory Maternity Paternity and Adoption leave**

- 28.1. The Service have developed several work life balance policies and procedures that support and enable you to balance your paid work, your family life and your ability to attend work: The provisions applicable to you and your individual circumstances may be found within The Work life Balance policies and procedures on the portal.

### **29.0. Equality and Diversity Policy**

- 29.1. The service expects every employee to respect the people and cultures with whom or which they work.
- 29.2. The Authority's Equality and Diversity Policy and Mission, Aims & Values statement is accessible via the portal.

### **30.0. Bullying and Harassment**

- 30.1. You have a responsibility to the Authority and your colleagues to encourage a work place culture which respects the feelings and sensibilities of others and to promote behaviour and conduct which does not cause offence.
- 30.2. The Authority's Bullying and Harassment Policy is accessible via the internal portal for further advice contact the People and Organisational Development team

### **31.0. Whistle blowing**

- 31.1. You have a responsibility and a commitment to encourage the highest standards of openness; probity and accountability seek to conduct Authority affairs in a responsible manner.
- 31.2. In line with this commitment – the Authority expects all employees, and others that we deal with, to be able to voice any serious concerns they have about any aspect of the Authority's work without fear of reprisal.
- 31.3. Copies of the Whistle blowing procedures are available from the Legal Services as well as the Authority's internal portal.

### **32.0. Anti-Fraud & Corruption Policy**

- 32.1. Merseyside Fire & Rescue Authority (the Authority) is determined to maintain its reputation as an Authority which will not tolerate fraud, corruption or abuse of position for personal gain, wherever it may be found in any area of Authority activity.
- 32.2. The Authority's Anti-Fraud and Corruption Policy are accessible via the internal portal or for further advice contact the Legal Services team.

**33.0. Confidentiality of Information**

- 33.1 During your employment and after its termination, you are required to observe strict secrecy as to the affairs and dealings of the Authority and shall not during your employment, except in the performance of your duties or after its termination, without the prior written consent of the Authority, make use of information regarding the affairs and dealings of the Authority. This includes any information which you are told is confidential and any information which has been given to the Authority in confidence by suppliers or other persons.
- 33.2. The obligations contained in this clause shall apply to:
- 33.2.1. The information, reports, research, lists and secrets unless and until such information, reports, research, lists and secrets shall have come into the public domain otherwise than as a result of direct or indirect disclosure by you in breach of the terms of this clause.
- 33.2.2. You must not publish any literature, deliver any lecture or make any communication to the media (including the press, radio, television or the internet) relating to the Authority's business or to any matters to which the Authority may be concerned without the prior written authority of the Chief Fire Officer or his nominee.

**34.0. Data protection**

- 34.1. All employees should ensure that they are familiar with and adhere to the Authority's Data Protection policy and the safeguards encompassed within the Data Protection Act 1998
- 34.2. Confidentiality / data protection regarding all personal information and Authority activity must be maintained at all times (both in and out of work).
- 34.3. A breach of the rules and procedures within this policy may result in disciplinary action being taken against them.
- 34.4. The Authority's Data Protection Policy is accessible via the internal portal or for further advice contact a manager from Strategic Planning.



**ACCEPTANCE OF STATEMENT OF PARTICULARS**

(under ERA 1996 s. 1)

**Statement issued by**

Name

Issuers Title

Signature

Date

**ACCEPTANCE OF STATEMENT OF PARTICULARS**

Name

*(Please print name in block capital)*

- I acknowledge and accept this appointment and the Statement of Particulars and I have retained a copy of this Statement for my own information and reference.
- I have read and I have understood the information and the terms and conditions of my employment and my agreement with Merseyside Fire and Rescue Authority as detailed in this statement.

I have undertaken to read all the reference documents, as outlined in this Statement of Particulars and to read and familiarise myself with the Authority's policies and procedures.

- I will undertake to read any amended documents, policies and procedures at the time they are amended.

Signature

Date

I consent to the processing of personal data, including personal sensitive data, within the meaning of the Data Protection Act 1998 in relation to my employment.

Signature

Date

**Please sign both copies of this Statement of Main Terms and Conditions of Employment.**

**One copy should be retained for your own information and the second copy should be returned to:**

HR Policy and Contracts Team, People and Organisational Development, Fire Service HQ  
Bridle Road, Liverpool L30 4YD no later than .

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## STATEMENT OF PARTICULARS OF EMPLOYMENT

(Under ERA 1996 S.1)

**Retained Personnel LLAR**

**(Secondary contract)**

**From Employer:** Merseyside Fire & Rescue Authority  
**To Employee:** EMPLOYEE NAME  
**Service Number:** SERVICE NO.  
**Role:** Retained ROLE  
**Date Contract Commenced:** DATE

### 1.0 Introduction

- 1.1. This statement sets out particulars of your employment with Merseyside Fire & Rescue Authority ('the Authority'), which are required to be given to you under the Employment Rights Act 1996.

### 2. Collective Agreements

- 2.1. The collective agreements specified below are applicable to this employment as follows:
- 2.2. The National Joint Council for Local Authority Fire & Rescue Services Scheme of Conditions of Service (6<sup>th</sup> Edition) 2004 ("the Grey Book"), so far as the matters contained in the Grey Book relate or apply to a Community Firefighter and so far as they are apt for incorporation into an individual's contract of employment and until amended revoked or replaced, but excluding any provisions as to levels of remuneration or allowances for personnel and reference to any duty systems.
- 2.3. Any local collective agreements made between the Fire Brigades Union (or other representative body for the time being recognised by the Authority for the purposes of collective bargaining) and the Authority so far as the matters contained in such agreements relate to a Community Firefighter and so far as they are apt for incorporation into an individual's contract of employment and until amended or replaced by any subsequent local collective agreement made between the parties to the initial collective agreement the subject of the amendment or replacement.
- 2.4. Where there is any conflict or inconsistency between any matter set out in any of the applicable collective agreements specified above and/or anything expressly contained within this statement of particulars, then the contract of employment shall be interpreted and construed by applying the provision which is contained in the document which has the highest level of precedence in accordance with the following order of precedence: -
- 2.4.1. The express provisions set out in this statement of particulars;
- 2.4.2. The Grey Book

2.4.3. The local collective agreement most recently made

**3. Job Title/Role:**

- 3.1 The title of the job which you are employed to undertake is..... The activities which you are required to perform are those within the National IPDS Role Map applicable to your role. The activities you are required to perform may be amended by the Authority provided they remain activities within the National IPDS Role Map applicable to your role. You will be required to undertake driver duties in full compliance with the firefighter Rolemap, section FF9.

**4. Commencement Date & Continuous Employment**

- 4.1. Your employment under this contract is effective from DATE. Subject to relevant probationary period.
- 4.2. Continuity of Employment with the Authority in accordance with the Employment Rights Act 1996 covers your statutory employment rights.

**5. Place of Work**

- 5.1 Following the completion of your initial training, your place of work will be at a Fire Station or any other premises used by the Authority for its functions within Merseyside as determined by the Authority.
- 5.2. You will be required to work at any fire service premises within Merseyside Fire & Rescue Service at any time when notified by the Authority.
- 5.3. You may be required to work in any other Fire & Rescue Authority's area to the extent considered appropriate by the Authority in respect of provision of cross border assistance and/or mutual aid.
- 5.4 When undertaking detached duties you will be responsible for the transportation of all your personal kit and PPE not held under the pool arrangements at your destination duty station.

**6. Remuneration**

- 6.1. You will be paid the sum equivalent to 7.5% of your current gross salary payment which is equivalent to a ROLE for which you have been assessed pursuant to Grey Book provisions.
6. 2. In addition:  
Where you are called out to an emergency incident you shall be paid the following amounts pursuant to Grey Book provisions:-
6. 2.1. The standard hourly rate of remuneration applicable to your role for which you are entitled, or
- 6.2.2. On Public Holidays, double the hourly rate of remuneration for which you are entitled.
- 6.2.3 Where the period exceeds one hour, payment shall be made for complete periods of fifteen minutes.
- 6.3. If you fail to meet the above requirements, then your remuneration may be reduced by the Authority to an amount it considers appropriate, or other

sanctions may be separately imposed as provided under the Authority's discipline policy.

**7. Allowances and Expenses**

- 7.1 The Authority will provide you with sufficient items of uniform currently in use by the Authority and considered as appropriate to your role.

**8. Hours of Availability**

**On Call**

- 8.1. You will be required to be available to respond to emergency incidents for an average of 42 hours per 7 days (which equates to 48 hours per 8 days), over an 8 week reference period.
- 8.2. Your Hours of Availability must reflect and be compatible with the operational needs of the Authority or in the absence of such, a suitable rota as assessed by the Authority.

**Active Work**

8. 3. You will be required to actually work at any time during your Hours of Availability in response to a call to attend an incident.
8. 4. You will be required to attend at any fire or other incident or emergency or at any other fire service premise for reserve or standby duties or other work duties related to the IRMP at any time during your hours of availability as notified to you by the Authority.
8. 5. If you fail to meet the above requirements in respect of availability and responses to calls, then your remuneration may be reduced by the Authority to an amount it considers appropriate, or other sanctions may be separately imposed as provided under the Authority's discipline policy.

**Arrangement for Contact**

8. 6. You must take all reasonable steps to ensure that you can be contacted immediately at all times during your hours of availability, either by alerter or otherwise. Failure to respond to your alerter or a call from the Authority during your "Hours of Availability" may result in disciplinary action being taken against you.
- 8.7. If you fail to meet the above requirements, then your remuneration may be reduced by the Authority to an amount it considers appropriate, or other sanctions may be separately imposed as provided under the Authority's discipline policy.

**Notification of Unavailability**

- 8.8. You must inform the duty Staffing Officer, via MACC if you should cease to be available for duty at any time during your hours of availability by reason. You must make this notification by the quickest means possible immediately you are aware that you will not be available for duty during the hours of availability. You must make a further declaration to the Staffing Officer immediately you become available again for duty.

**9. Overtime**

- 9.1. You will not be required to work overtime, but any overtime you do work at the request of the Authority will be compensated as per the agreed Local Conditions.

**10. Working Time Regulations**

- 10.1 If you hold employment in which you will actually work an average of more than 48 hours per week over a 17 week reference period, then your continued employment under this contract will be conditional upon a valid current opt out agreement from the above maximum working hours under the Working Time Regulations being given to the Authority by you.

**11.0 Other /Secondary Employment**

- 11.1. You may not undertake any form of external employment (including self-employment) for hire or gain, carry on any trade or business or hold any office without the approval of the Authority

**12. Overpayments/Deductions from Salary**

- 12.1. Should you receive money from the Authority in error, to which you are not entitled, or be overpaid or otherwise owe the Authority money, you agree that the over payment should be repaid.
- 12.2. In the event of an overpayment being made and following consultation with you, the Authority reserves the right to deduct the appropriate amount from subsequent salary payments and/or require you to repay the amount owed.

**13. Annual Leave**

- 13.1. Annual leave for Retained cover will be provided to coincide with your Day contract annual leave entitlement and consequently mirror your day contract leave issue.
13. 2. Your annual leave entitlement is allocated in accordance with Grey Book provisions and in accordance with a predetermined leave rosta devised by the Authority to meet the exigencies of the service.
- 13.3. The leave year runs from 1<sup>st</sup> January to 31<sup>st</sup> December.
- 13.4. During your holidays you will be paid your normal basic remuneration. Additional provisions as to leave are set out in the Grey Book (e.g. provisions as to long Service and Public Holiday leave).
- 13.5. Leave should be taken in accordance with the Services Annual Leave policy.
- 13.6. All leave will be managed by the Time and Resource Management Department.
- 13.7. If you leave the service of the Authority before the end of the holiday year, you will be required to make an appointment refund, which will be deducted from your final wage, in respect of any holidays taken that exceed your pro-rated entitlement during the holiday year.

#### **14. Pension**

- 14.1. The Authority operates a contributory pension scheme in respect of employment as a Retained Firefighter, namely the New Firefighter Pension Scheme.
- 14.2. This scheme is contracted out of the state Earnings Related Pension Scheme, and national insurance contributions will accordingly be payable at the reduced ('contracted out') rate. A contracting out certificate to this effect will be in force.
- 14.3. You will be automatically enrolled into the "The Scheme" unless you expressly sign an 'Opt Out' form, can be obtained from the People and Organisational Development Pay Pensions Team on request.
- 14.4. Please contact the Pay and Pensions team if you require any further assistance or further information or information in regard to individual benefit enquiries.

#### **15. Notice Periods**

- 15.1. The length of notice, which you are required to give the Authority to terminate your contract of employment is 4 weeks however this period may be reduced on negotiation and agreement with your line manager.
- 15.2. The length of notice, which you are entitled to receive from the Authority to terminate or to change your Retained contract of employment, is:
  - One week's notice if the employee has been employed by the employer continuously for one month or more, but for less than two years
  - two weeks' notice if the employee has been employed by the employer continuously for two years, and one additional week's notice for each further complete year of continuous employment, up to a maximum of 12 weeks
- 15.3. The Authority will be entitled to terminate your employment summarily, i.e. without notice or pay in lieu of notice, if at any time you are found in breach of gross misconduct or if you commit any serious breach of a material term of your contract of employment as detailed in the Disciplinary Policy.

#### **16.0 Health and Safety**

- 16.1. Various rules and legal obligations exist for the effective and safe operation of the Authority and the welfare and interests of those who work therein, and you as an employee are expected to comply with them. This includes your obligations under section 7 of the Health & Safety at Work etc Act 1974.
- 16.2. From time to time the Authority will exercise its right to change existing rules, or to introduce new ones, which you will be required to observe.

#### **17. Training learning and Organisational Development**

- 17.1. During your employment, you may be required to undertake residential training at the National Fire Service College, or any other location, as determined by The Authority.

- 17.2. In the event of you failing to attend such training without good cause or reason, you may be liable to repay the Authority either the whole or a proportion of any financial loss sustained by The Authority, as determined by the Authority.
- 17.3. In such circumstances, any repayments due to the Authority will be made by deduction from your wages at rates determined by The Authority.

**18. Trade Union Membership**

- 18.1. You have the following rights in respect of trade union membership and activities:-
- 18.1.1. the right to be a member of such trade union as you may choose;
  - 18.1.2. the right not to belong to a trade union;
  - 18.1.3. the right, where you are a member of a trade union, to take part in its activities at appropriate times and to seek and hold office in the union.
- 18.2. The Authority, as your employer, supports the system of collective bargaining and believes in the principle of solving industrial relations' problems by discussion and agreement. For practical purposes, this can only be conducted by representatives of employers and employees.

**19. Compliance with Authority Policies etc.**

- 19.1. You are required to familiarise yourself and comply with the Authority's current policies, procedures and service instructions, which are accessible via the intranet or for further advice please contact the People and Organisational Development team.

**20.0 Absence and Attendance Policy**

- 20.1. You agree to familiarise and comply with the Authority's most recent Absence and Attendance Policy regarding absences due to sickness. The Absence and Attendance Policy and Service Instructions provides details of the procedures set out in this agreement may be accessed via the portal, further advice may be sought from the People and Organisational Development team.
- 20.2. The Authority reserves the right to ask you, at any stage of unavailability/absence due to your sickness, to produce a medical certificate and/or to undergo a medical examination. If you fail to comply with such a request, then the Authority shall have the discretion to cease payment of Organisational payment for absence due to sickness. The provisions for payments are set out in the Grey Book and the Authority's Absence and Attendance Policy.

**21. Disciplinary Rules and Procedure**

- 21.1. The Authorities Discipline Policy and Procedures are applicable to you and are in line with the Fire & Rescue Service National Scheme of Conditions of Service and ACAS Code on Discipline and Grievance Procedures, the conditions of service and procedures may be supplemented, from time to time by procedures adopted by the Authority.
- 21.2. The Authorities Disciplinary Policy reflects and improves on the statutory provisions and the ACAS Code on Disciplinary and Grievance Procedure and is designed to help and encourage all employees to achieve and maintain

standards of conduct, attendance and job performance. The aim of the policy is to provide a framework to ensure consistent and fair treatment for all employees in the organisation. For further details of please refer to the guidance on the portal.

**22. Return of property**

- 22.1. You shall promptly, whenever requested by the Authority and in any event upon the termination of your employment, deliver up, all correspondence and all other documents, records, papers, computer disks, videos, CDs and all other property which may have been prepared by you or have come into your possession, custody or control in the course of your employment, and you shall not be entitled to and shall not retain any copies of them.
- 22.2. Title to all such material and copyright in all such material created solely or in part by you shall vest with the Authority.

**23.0 Grievance Procedure**

- 23.1. The Authority's Grievance Policy and Procedures are applicable to you and are in line with the Fire & Rescue Service National Scheme of Conditions of Service and ACAS Code on Discipline and Grievance Procedures, the conditions of service and procedures may be supplemented, from time to time by procedures adopted by the Authority.
- 23.2. If you have a grievance regarding your employment, in the first instance, where appropriate, every effort should be made to resolve the matter on an informal basis through discussion with your immediate line manager before resorting to the formal stages of the Grievance Procedure. Most issues should be able to be resolved in this way.
- 23.3. You should refer to the Authority's grievance procedure, which is accessible via the portal or may be obtained from your line manager or the People and Organisational Development team.

**24. Code of Conduct**

- 24.2. The code of conduct specifies the way in which employees of Merseyside Fire and Rescue Service will deal with the issues that are subject to the policy and how the authority expects employees conduct themselves.
- 24.3. The Authority's Code of Conduct Policy is accessible via the intranet for further advice contact the Legal Services team.

**25. Work Life Balance, Statutory Maternity Paternity and Adoption leave**

- 25.1. The Service has a work life balance policy and procedure that support and enable you to balance your paid work, your family life and your ability to attend work: application of these procedures must be authorised and may be paid or unpaid depending on the circumstances which are applicable to you and your individual circumstances. This information may be found within The Work life Balance policies and procedures on the portal.
- 25.2. Any operational member of the Service who suspects that they are pregnant or who has had her pregnancy confirmed by a medical practitioner will be removed immediately from operational duties and placed on non-operational duties.

**26.0 Equality and Diversity Policy**

- 26.1. The service expects every employee to respect the people and cultures with whom or which they work.
- 26.2. The Authority's Equality and Diversity Policy and Mission, Aims & Values statement is accessible via the portal.

**27.0 Bullying and Harassment**

- 27.1. You have a responsibility to the Authority and your colleagues to encourage a work place culture which respects the feelings and sensibilities of others and to promote behaviour and conduct which does not cause offence.
- 27.2. The Authority's Bullying and Harassment Policy is accessible via the internal portal for further advice contact the People and Organisational Development team

**28.0 Whistle blowing**

- 28.1. You have a responsibility and a commitment to encourage the highest standards of openness; probity and accountability seek to conduct Authority affairs in a responsible manner.
- 28.2. In line with this commitment – the Authority expects all employees, and others that we deal with, to be able to voice any serious concerns they have about any aspect of the Authority's work without fear of reprisal.
- 28.3. Copies of the Whistle blowing procedures are available from the Legal Services as well as the Authority's internal portal.

**29.0 Anti-Fraud & Corruption Policy**

- 29.1. Merseyside Fire & Rescue Authority (the Authority) is determined to maintain its reputation as an Authority which will not tolerate fraud, corruption or abuse of position for personal gain, wherever it may be found in any area of Authority activity.
- 29.2. The Authority's Anti-Fraud and Corruption Policy are accessible via the internal portal or for further advice contact the Legal Services team.

**30. Confidentiality of Information**

- 30.1. During your employment and after its termination, you are required to observe strict secrecy as to the affairs and dealings of the Authority and shall not during your employment, except in the performance of your duties or after its termination, without the prior written consent of the Chief Fire Officer, make use of information regarding the affairs and dealings of the Authority. This includes any information which you are told is confidential and any information which has been given to the Authority in confidence by suppliers or other persons.
- 30.2. The obligations contained in this clause shall apply to:
  - 30.2.1. The information, reports, research, lists and secrets unless and until such information, reports, research, lists and secrets shall have come

into the public domain otherwise than as a result of direct or indirect disclosure by you in breach of the terms of this clause.

- 30.2.2. You must not publish any literature, deliver any lecture or make any communication to the media (including the press, radio, television or the internet) relating to the Authority's business or to any matters to which the Authority may be concerned without the prior written authority of the Chief Fire Officer or his nominee.

**31. Data Protection**

- 31.1. All employees should ensure that they are familiar with and adhere to The Authority's Data Protection policy and the safeguards encompassed within the Data Protection Act 1998.
- 31.2. Confidentiality / data protection regarding all personal information and Authority activity must be maintained at all times (both in and out of work).
- 31.3. A breach of the rules and procedures within this policy may result in disciplinary action being taken against them.
- 31.4. The Authority's Data Protection Policy is accessible via the intranet or for further advice contact the People and Organisational Development team.

**Please read this statement carefully then complete information on the following page:**



**ACCEPTANCE OF STATEMENT OF PARTICULARS**

**(Under ERA 1996 s. 1)**

**Retained Personnel**

**(Secondary contract were also employed as Day Shift Personnel)**

**Statement  
issued  
by**

Name

Issuers Title

Signature

Date

**ACCEPTANCE OF STATEMENT OF PARTICULARS**

I \_\_\_\_\_ ***(Please print name in block capital)***

- Hereby confirm that I acknowledge and accept this appointment, the Main Terms and Conditions of the agreement as outlined in this Statement of Particulars and I have retained a copy of this Statement for my own information.
- I have read and I have understood the information and the terms and conditions of my employment and my agreement with Merseyside Fire and Rescue Authority as detailed in this statement.
- I have undertaken to read all the reference documents, as outlined in this Statement of Particulars and to read and familiarise myself with the Authorities policies and procedures. If I did not understand any specific aspects of such documents I will seek clarification from either my manager or the People and Organisational Development Team.
- I will undertake to read any amended documents, policies and procedures at the time they are amended.

Signature

Date

I consent to the processing of personal data, including personal sensitive data, within the meaning of the Data Protection Act 1998 in relation to my employment.

Signature

Date

**Please sign both copies of this Statement of Main Terms and Conditions of Employment.**

**One copy should be retained for your own information and the second copy should be returned to:**

The Resourcing Team, People & Organisational Development Directorate, Fire Service HQ  
Bridle Road Liverpool L30 4YD no later than

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## CONDITIONS FOR MEMBERSHIP OF LLAR DUTY SYSTEM & RECEIPT OF LLAR DISCRETIONARY PAYMENT

### 1. Principal Contract of Employment

- 1.1 Your Contract(s) of Employment with Merseyside Fire and Rescue Authority (“the Authority”) will remain in force, except and to the extent as varied by the following.

### 2. LLAR Duty System

- 2.1 The LLAR duty system is a highly flexible staffing arrangement that provides significant and tangible benefits to the employee and the Authority.

### 3. Remuneration

#### LLAR Discretionary Payment

- 3.1 Individuals holding a retained contract in relation LLAR night shift working are entitled to a pensionable LLAR discretionary payment of £5.4k plus 5% of the rate of pay per year as set out in circulars issued by the NJC for Local Authority Fire and Rescue Services from time to time, for the role specified in your primary contract.

### 4. Notice of termination or suspension from LLAR duty system and removal of LLAR discretionary payment

#### Notice of termination of LLAR discretionary payment and removal from LLAR duty system

- 4.1 Either you or the Authority may terminate your entitlement to undertake the LLAR duty system and receive the LLAR discretionary payment at any time and for any reason, by giving 28 days prior written notice to the other party.
- 4.2 In the event of the termination of your LLAR discretionary payment and your removal from the LLAR duty system you will continue to be employed by the Authority and will revert to your previous role, or if that is not applicable, a general role within the Authority at the level specified in your primary contract.

#### Temporary removal of LLAR discretionary payment and place in LLAR duty system

- 4.3 The Authority may temporarily suspend your entitlement to work within the LLAR duty system and receive the LLAR discretionary payment. During such a suspension you will continue to be employed by the Authority but not within the LLAR duty system and will revert to your previous role, or if that is not applicable, a general role within the Authority at the level specified in your primary contract.
- 4.4 Reasons for suspension from the LLAR duty system will include but not be restricted to:
- ✓ Periods of long term sickness, normally exceeding 14-days
  - ✓ Following a transfer to other duties
  - ✓ During periods of disciplinary suspension
  - ✓ Any other reason which restricts your ability to undertake the LLAR duty system.

