

**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: 8 January 2014

Dear Sir/Madam,

You are invited to attend a meeting of the **CONSULTATION AND NEGOTIATION
SUB-COMMITTEE** to be held at **1.00 pm** on **THURSDAY, 16TH JANUARY, 2014** in
the Wirral Suite at Merseyside Fire and Rescue Service Headquarters, Bridle Road,
Bootle. This meeting will be followed by a meeting of the Audit Sub-Committee.

Yours faithfully,

Clerk to the Authority

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MERSEYSIDE FIRE AND RESCUE AUTHORITY
CONSULTATION AND NEGOTIATION SUB-COMMITTEE

16 JANUARY 2014

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)

To consider the minutes of the previous meeting held on 17th October 2013.

3. Industrial Relations Update (Pages 3 - 20)

To consider Report CFO/003/13 of the Deputy Chief Fire Officer concerning an update of matters of consultation and negotiation.

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

17 OCTOBER 2013

MINUTES

Present: Cllr Jimmy Mahon (Chair) Councillors Linda Maloney, Andrew Blackburn, Dave Hanratty (alternate for Les Byrom) and Denise Roberts (alternate for Roy Gladden)

Also Present: Cllrs: Barbara Murray and Lesley Rennie

Apologies of absence were received from: Cllr Les Byrom and Cllr Roy Gladden

1. Preliminary Matters

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

Resolved that:

- a) no declarations of interest were made by individual Members in relation to any item of business on the Agenda
- b) no additional items of business to be considered as matters of urgency were determined by the Chair; and
- c) no items of business required 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

The Minutes of the previous meeting of the Consultation & Negotiation Sub-Committee, held on the 23rd July 2013, were approved as a correct record and signed accordingly by the Chair.

3. Industrial Relations Update

(CFO/121/13)

Members considered 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 an update regarding the progress of industrial relations issues since the last meeting of the Consultation & Negotiation Sub-Committee on 23rd July 2013.

The Chief Fire Officer provided Members with a comprehensive update on industrial relations matters, which covered progress with regards to; new and amended Service Instructions, changes to duty systems, increases to the contracted hours of 21 hour contract holders, the creation of a Retained Reserve; and the reduction in the number of LLAR Stations and subsequent changes in contracts for staff.

Members were informed of the significant progress made in relation to contract harmonisation and were advised that this work will continue, with a report being brought back to Members in due course.

With regards to progress in relation to revisions to the disciplinary procedures, Members were informed that a Task & Finish Group of the Authority will be looking at this in detail and their findings in this regard will be reported back to Members at a future meeting.

Both Members and the Chief Fire Officer expressed their thanks to all individuals involved in the positive discussions in relation to these matters.

Members Resolved that:

- a) The continuing effective and constructive industrial relations with representative bodies, be noted.
- b) The continued progress to deliver the Authority's IRMP, be noted.

Close

Date of next meeting Thursday, 16 January 2014

Signed: _____

Date: _____

MERSEYSIDE FIRE AND RESCUE AUTHORITY			
MEETING OF THE:	CONSULTATION & NEGOTIATION COMMITTEE		
DATE:	16 TH JANUARY 2014	REPORT NO:	CFO/001/14
PRESENTING OFFICER	CHIEF FIRE OFFICER		
RESPONSIBLE OFFICER:	NICK MERNOCK, DIRECTOR OF PEOPLE AND ORGANISATIONAL DEVELOPMENT, EXTN 4320	REPORT AUTHOR:	MIKE CUMMINS
OFFICERS CONSULTED:			
TITLE OF REPORT:	INDUSTRIAL RELATIONS UPDATE		

APPENDICES:	APPENDIX A: COLLECTIVE AGREEMENTS FBU & FOA APPENDIX B: WORK ROUTINE 12-HOUR SHIFTS APPENDIX C: SERVICE INSTRUCTION WATCH BASED SELF ROSTERING
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Purpose of Report

1. To inform members of the matters of negotiation and consultation currently being progressed with Representative Bodies since the last meeting of the Consultation & Negotiation Committee (CNC) of 17th October 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

Introduction & background

3. This report deals with matters of consultation and negotiation.

Service Instructions

4. Since the last meeting of the Joint Secretaries on 17th October 2013 the Joint Secretaries have successfully concluded consultation on a total of 23 new and amended service instructions. At the time of writing this report a total of 11 service instructions remain in consultation.

Revised Duty System (12/12)

5. At the last meeting of the Consultation & Negotiation Committee on 17th October 2013 the Chief Fire Officer (CFO) reported the outcome of negotiations with the Fire Brigades Union (FBU) with respect to proposed changes to the duty system for station based operational staff. Change was being sought by the Authority to provide greater productivity, particularly in relation to community based risk reduction work, in order to compensate for a reduction in staffing numbers as a consequence of continuing cuts in grant support from Government.
6. At this meeting the CFO was able to report that both parties had accepted the recommendations of the Resolution Advisory Panel (RAP) of 23rd July 2013 to move to a 12-hr duty system by 1st January 2015; preceded by an interim arrangement of day shifts of 10.5-hours duration and night shifts of 13.5-hours duration. However, as both parties recognised that two shift changes within a period of twelve months would be unduly disruptive for the Service and individuals, they committed to a period of intensive negotiations with the object of putting in place a collective agreement for the introduction of a de-default 12-hour duty system by 1st January 2014, a year earlier than had been envisaged in the RAP recommendations of 23rd August 2013.
7. Following a period of further negotiation at Joint Secretaries level and an extended period of consultation conducted by local FBU Officials at the branch level, the FBU and Management agreed a start/finish time of 0830hrs/2030hrs. This start/finish time was within the bounds of outcomes that were acceptable to the Service as it would support the requisite increase in productivity which had been the primary driver in the Authority seeking to vary shift length and the shift start/finish times. Consequently the CFO was able to advise FBU Officials that he was able to accept the FBU proposal for a start/finish time of 0830hrs/2030hrs.
8. Collective agreements confirming these contractual changes have been reached with FBU and the Fire Officers Association (FOA). These are attached as Appendix A to this report. Following further consultation with Representative Bodies the work routine for the de-default 12-hour duty system has also been amended to reflect the agreed start/finish and to address a number of concerns articulated by the FBU times and this is attached as Appendix B. The new duty system and work routines were introduced on 3rd January 2014.

Watch Based Self Rostering & 24-hour Shifts

9. In the negotiations between the Authority and the FBU following receipt of the RAP recommendations, the CFO undertook, (subject to acceptance by the FBU

of the final offer of the Authority set out in the employers Joint Secretary letter of 16th September 2013) to consider:

- a. *The introduction of 24-hr shifts at locations where there is a strong rationale for so doing so and in the light of the constraints of the Comprehensive Spending Review for 2015.*
- b. *The feasibility of introducing a watch based self rostering system, as proposed by the FBU.*

24-hr Shifts

10. When determining the suitability of the broader introduction of 24hr shifts in the context of increased productivity when offset against increased firefighter risk (identified using the HSE fatigue index) the Service concluded that the only benefit / operational rationale conceivable was limited to the introduction of 24-hour operated in conjunction with the undertaking of wholetime retained duties which would serve to increase the number of available appliances for the communities of Merseyside. This is the same model in operation at the Service's Urban Search and Rescue Station where the compression of hours has been agreed in order to facilitate retained working in the days free from work, thereby providing more robust Local and National resilience arrangements. The use of wholetime firefighters on a retained basis (wholetime retained) would also ensure that skills and competencies are maintained at the high current level.
11. The working of 24-hour shifts envisaged by the Service allows for the compression of wholetime hours, ensuring that the optimum distribution of rota days is available for wholetime staff to provide retained cover. This also provides a minimum of 24-hours free from duty ensures an acceptable level of risk fatigue.
12. As the new staffing model contains 4 wholetime equivalent posts for the purpose of retained resilience, managers proposed that these posts could be utilised to crew 2 additional appliances on a wholetime retained basis in order to secure an increase in the number of available appliances from 28 to 30. This increase would constitute the operational gain to justify the marginal increase in risk to the individual and the Authority that would arise from shifts of 24-hour duration.
13. It was determined that Old Swan and Wallasey fire stations would be the most suitable locations for the wholetime retained appliances to be based. Consequently on 15th November 2013 the Service invited expressions of interest from staff who wished to work 24-hour shifts. By the closing date for receipt of expressions of interest of 1st December 2013 Time & Resource Management (TRM) received only 3 expressions of interest.
14. The FBU subsequently confirmed their position to be that they would not accept the conditional link between 24-hour shifts and the undertaking of wholetime retained duties. Given this position and the limited appetite expressed by staff

for 24-hour working operated in conjunction with wholetime retained duties, this proposal was withdrawn by the CFO. The further implementation of 24-hour working other than those arrangements pertaining to the Search & Rescue Team (SRT), for which there is a clear operational rationale, is not therefore an option which will be pursued further by the CFO at this time.

Watch Based Self Rostering

15. In response the feasibility of introducing a watch based self rostering system, as proposed by the FBU (RAP recommendation as detailed above) the Service prepared a draft service instruction for consideration/consultation. This consultation has been successfully concluded and the agreed service instruction is attached to this report as Appendix C.
16. The principles underpinning the service instruction are detailed below:
 - The 2/2/4 staffing model remaining in place as the de-fault pattern for determining staff availability, based on existing watch configurations.
 - Sufficient staff holding the requisite skill sets always being available on a watch basis to meet the staffing and appliance availability requirements of the Service.
 - The impact of requests for exchange of duties on the training requirements (as determined by the Authority) of the individuals seeking the exchange.
 - Exchange of duty arrangements complying with the Working Time Regulations 1998.
 - Arrangements for health, safety and welfare put in place by the Service being fully met.
 - A 12 hour shift shall be followed by a period of 12hours free from work, subject to the exigencies of the Service.
 - Exchange of duties will be confined to the station level. Requests from individuals from different stations or work locations for an exchange of duty will not be approved.
 - Exchange of duties is restricted to individuals operating at the same or equivalent role /level. Requests from individuals operating at different roles / levels will not be approved.
 - Staffing budgets for stations operating a self rostering model not exceeding those applied to the de-fault 2/2/4 pattern.
 - Watch based self rostering will operate at no additional cost to Service.

Equality and Diversity Implications

17. An EIA has previously been completed with regard to the adoption of default shifts of 12-hour durations. This has been subject to extensive consultation with representative Bodies.

Staff Implications

18. The agreement with the Representative Bodies for a variation in duty system for station based operational staff will bring forward the adoption of 12 hour shifts from 1st January 2015 to 1st January 2014 and change the start and finish time for the day and night shift to 0830hrs and 2030hrs. This will minimise any potential disruption to staff as they would have otherwise been subject to 2 duty system changes in a 12-month period.

Legal Implications

19. The agreements to vary start/finish times and shift duration require collective agreement with the Representative Bodies as they involve fundamental contractual change. Variation to Contract letters have also been issued to all staff affected by the contractual change.
20. There are no other specific legal implications to this report. The Director of Legal and Democratic Services is consulted on each individual issue as appropriate.

Financial Implications & Value for Money

21. None in this report.

Risk Management, Health & Safety, and Environmental Implications

22. Effective industrial relations contribute to a safer working environment and a more harmonious and healthy workplace
23. There are no environmental implications relating to this report

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

24. Good industrial relations contribute to the preventing disruption and distraction thereby helping to ensure Safer Stronger Communities and Safe Effective Firefighters.

BACKGROUND PAPERS

CFO/121/13 If this report follows on from CFO/121/13.

GLOSSARY OF TERMS

MFRA	M erseyside F ire and R escue A uthority is the physical and legal entity. When writing reports MFRA is the “object”.
MFRS	M erseyside F ire and R escue S ervice is the service provided by MFRA. When writing reports MFRS is the “action”
FBU	Fire B rigades U nion
TRM	Time & R esource M anagement
CFO	Chief Fire O fficer
RAP	Resolution A dvisory P anel

**COLLECTIVE AGREEMENT
12-HR DUTY SYSTEM**

Dated – 19 Dec 2013

1. Parties

- 1.1 Merseyside Fire & Rescue Authority of Fire Service HQ, Bridle Road, Bootle, Merseyside, L30 4Y.
- 1.2 The Fire Brigades Union of FBU Office, MACC, 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 “The Grey Book” means the National Joint Council for Local Authority Fire and Rescue Services Scheme of Conditions 6th Edition as amended or replaced and as for the time being in force.
- 2.4 “The Operational Duty System” means the duty system specified in Paragraphs 5 to 8 below.
- 2.5 “Employee” means an individual employed by the Authority under Grey Book terms and conditions.

3. Existing Contractual Arrangements

- 3.1 Unless explicitly stated in this collective agreement, all other terms and conditions of employment applicable to employees under the Grey Book are unaffected.

4. Agreement

- 4.1 Station based operational employees conditioned to Grey Book terms and conditions, will undertake the duty system detailed in paragraphs 5 to 8 as their default duty system with effect from the 1st January 2014.

5 Duty System

- 5.1 The day shift shall comprise of a 12 hour shift commencing at 0830 and ending 2030.
- 5.2 The night shift shall comprise of a 12 hour shift commencing at 2030 and ending 0830.

6. Working Pattern

- 6.1 Two day shifts will be followed consecutively by two night shifts, followed by 4-days free from duty.
- 6.2 Subject to the agreement of the Authority individuals may elect to self-roster on a watch basis in accordance with the extant Service Instruction detailing the operation of the watch based self rostering model.

7 Rest Breaks

- 7.1 Rest breaks will be taken in line with the extant work routine, as modified from time to time by the Service in accordance with Grey Book consultation requirements.

8. Stand Down Period

- 8.1 The stand down period on the night shift shall be for the period specified in the extant work routine (appended), as modified from time to time by the Service in accordance with Grey Book consultation requirements.

9. Status of Agreement

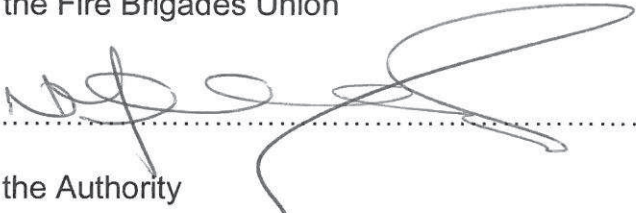
- 9.1 Both parties to this collective agreement intend that it is a legally enforceable contract.

10. Termination Or Amendment

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

SIGNED BY.....

For and behalf of the Fire Brigades Union

SIGNED BY.....

For and behalf of the Authority

**COLLECTIVE AGREEMENT
12-HR DUTY SYSTEM**

Dated – 20th December 2013

1. Parties

- 1.1 Merseyside Fire & Rescue Authority of Fire Service HQ, Bridle Road, Bootle, Merseyside, L30 4Y.
- 1.2 The Fire Officers Association of London Road, Moreton in March, Gloucester, GL56 0OH.

2. Definitions

In this agreement:

- 2.1 “The Authority” means Merseyside Fire & Rescue Authority.
- 2.2 “The “FOA” means the Fire Brigades Union.
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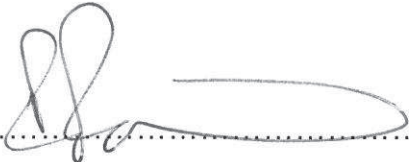
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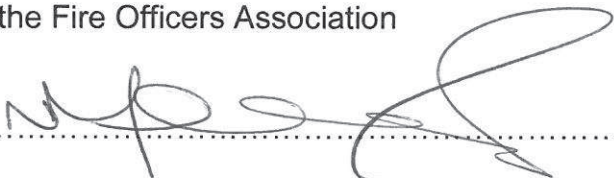
- 9.1 Both parties to this collective agreement intend that it is a legally enforceable contract.

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

SIGNED BY.....

For and behalf of the Fire Officers Association

SIGNED BY.....

For and behalf of the Authority

Time	Mon	Tue	Wed	Thu	Fri	Sat	Sun
8:30 AM	shift briefing & Risk critical checks	shift briefing & Risk critical checks	shift briefing & Risk critical checks	shift briefing & Risk critical checks	shift briefing & Risk critical checks	shift briefing & Risk critical checks	shift briefing & Risk critical checks
	15 min break	15 min break	15 min break	15 min break	15 min break	15 min break	15 min break
9:30 AM	Practical training	Practical training	Practical training	Practical training	Practical training	CFP	CFP
10:30 AM							
11:30 AM							
12:30 PM							
12:30 PM	FF Fitness	FF Fitness	FF Fitness	FF Fitness	FF Fitness	FF Fitness	FF Fitness
1:30 PM	Meal Break	Meal Break	Meal Break	Meal Break	Meal Break	Meal Break	Meal Break
2:30 PM	SSRI	SSRI	SSRI	SSRI	SSRI	Hydrants	Hydrants
3:30 PM							
4:30 PM						CFP	CFP
5:30 PM						15 min break	15 min break
6:30 PM	CFP	CFP	CFP	CFP	CFP	Practical training	Practical training
7:30 PM							
	Station tidy/handover prep	Station tidy/handover prep	Station tidy/handover prep	Station tidy/handover prep	Station tidy/handover prep	Station tidy/handover prep	Station tidy/handover prep
8:30 PM	shift briefing & Risk critical checks	shift briefing & Risk critical checks	shift briefing & Risk critical checks	shift briefing & Risk critical checks	shift briefing & Risk critical checks	shift briefing & Risk critical checks	shift briefing & Risk critical checks
9:30 PM	Underpinning Knowledge - LearnPro/Lectures	Underpinning Knowledge - LearnPro/Lectures	Underpinning Knowledge - LearnPro/Lectures	Underpinning Knowledge - LearnPro/Lectures	Underpinning Knowledge - LearnPro/Lectures	Underpinning Knowledge - LearnPro/Lectures	Underpinning Knowledge - LearnPro/Lectures
10:30 PM	Underpinning Knowledge - Risk Awareness/SSRI	Underpinning Knowledge - Risk Awareness/SSRI	Underpinning Knowledge - Risk Awareness/SSRI	Underpinning Knowledge - Risk Awareness/SSRI	Underpinning Knowledge - Risk Awareness/SSRI	Underpinning Knowledge - Risk Awareness/SSRI	Underpinning Knowledge - Risk Awareness/SSRI
11:30 PM							
12:30 AM	Admin / Standard tests	Admin / Standard tests	Admin / Standard tests	Admin / Standard tests	Admin / Standard tests	Admin / Standard tests	Admin / Standard tests
1:30 AM	Meal Break	Meal Break	Meal Break	Meal Break	Meal Break	Meal Break	Meal Break
2:30 AM	rest period	rest period	rest period	rest period	rest period	rest period	rest period
3:30 AM							
4:30 AM							
5:30 AM							
6:30 AM	FF Fitness	FF Fitness	FF Fitness	FF Fitness	FF Fitness	FF Fitness	FF Fitness
	30 min break	30 min break	30 min break	30 min break	30 min break	30 min break	30 min break
7:30 AM	SPA / practical training/ consolidation	SPA / practical training/ consolidation	SPA / practical training/ consolidation	SPA / practical training/ consolidation	SPA / practical training/ consolidation	SPA / practical training/ consolidation	SPA / practical training/ consolidation
	Station tidy/handover prep	Station tidy/handover prep	Station tidy/handover prep	Station tidy/handover prep	Station tidy/handover prep	Station tidy/handover prep	Station tidy/handover prep

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“An Excellent Authority”

Service Instruction XXXX
Management of Watch Based Self
Rostering (Exchange of Duty Model)

Document Control
Description and Purpose

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Active date	Review date	Author	Editor	Publisher
		Mike Pilkington	Dave Mottram	
Permanent		Temporary	If temporary, review date must be 3 months or less.	

Amendment History

Version	Date	Reasons for Change	Amended by

Risk Assessment (if applicable)

Date Completed	Review Date	Assessed by	Document location	Verified by(H&S)

Equalities Impact Assessment

Initial	Full	Date	Reviewed by	Document location

Civil Contingencies Impact Assessment (if applicable)

Date	Assessed by	Document location

Related Documents

Doc. Type	Ref. No.	Title	Document location

Contact

Department	Email	Telephone ext.

Target audience

Relevant legislation (if any)

Working Time Regulations

Instruction

Introduction

The purpose of this Service Instruction is to provide guidance on the management of the watch based self rostering system (based on exchange of duty principles).

Operating Parameters

The watch based self rostering model detailed in this Service Instruction provides a team based approach to staffing that allows individuals a degree of self-management when arranging their own workplace availability subject to:

- The 2/2/4 staffing model remaining in place as the de-fault pattern for determining staff availability, based on existing watch configurations.
- Sufficient staff holding the requisite skill sets always being available on a watch basis to meet the staffing and appliance availability requirements of the Service.
- The impact of requests for exchange of duties on the training requirements (as determined by the Authority) of the individuals seeking the exchange.
- Exchange of duty arrangements complying with the Working Time Regulations 1998.
- Arrangements for health, safety and welfare put in place by the Service being fully met.
- A 12 hour shift shall be followed by a period of 12 hours free from work, subject to the exigencies of the Service.
- Exchange of duties will be confined to the station level. Requests from individuals from different stations or work locations for an exchange of duty will not be approved.
- Exchange of duties is restricted to individuals operating at the same or equivalent role /level. Requests from individuals operating at different roles / levels will not be approved.
- Staffing budgets for stations operating a self rostering model not exceeding those applied to the de-fault 2/2/4 pattern.
- Watch based self rostering will operate at no additional cost to Service.

Removal of Watch Based Self Rostering Arrangements

The Service may exercise the option to terminate watch based self rostering arrangements, including in circumstances where:

- Appliance availability is not being maintained at the required level
- Station or watch based staffing budgets exceed prescribed targets

In such circumstances those staff conditioned to the watch based self rostering system would revert to the de-fault watch arrangements in operation at that time subject to the provision of a notice period of 8-weeks.

Watch Based Self Rostering (Exchange of Duties) Arrangements

Individuals who seek to vary their availability from the base 2/2/4 model must:

- a) Seek a voluntary exchange of duty with an individual from their own station and at their role. An exchange of duty application will only be considered on a role to role basis.

Additionally:

- b) Requests for exchange of duty must be submitted by the requester's line manager to Time and Resource Management (TRM) using the dedicated TRM mailbox (insert detail). An electronic application form has been provided for ease of application (provide link).
- c) Applications must be submitted by the Manager(s) affected by the proposed exchange(s) of duty.
- d) Applications must record the approval of all those Managers affected by the proposed exchange(s) of duty prior to submission.
- e) It is the responsibility of all the Managers whose watches are affected by the proposed exchange(s) of duty to ensure that any request complies with the requirements of this Service Instruction.
- f) All parties must await formal (email) confirmation from TRM that the request for an exchange of duties has been approved. TRM will provide general oversight and quality assurance with respect to all requests for exchange of duties.
- g) It should not be assumed by those seeking an exchange of duty that the request has been approved until formally notified as such by TRM (via email) and the subsequent amendment to Sopthlogic.

Rejection of Exchange of Duties requests

TRM will process all requests for exchanges of duty in accordance with the principles set out in paragraph 1 of this Service Instruction. Requests that do not accord with the principles will normally be rejected.

Hours of Duty

There should be at least two periods of twenty-four hours free from duty each week.

Arrangements under this service instruction should comply with the Working Time Regulations 1998, and Health, Welfare and Safety at Work legislation.

Instruction

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