

AGENDA ITEM:

REPORT TO: Meeting of the	MERSEYSIDE FIRE & RESCUE AUTHORITY CONSULTATION AND NEGOTIATION COMMITTEE
DATE:	17TH OCTOBER 2013
REPORT NO.	CFO/121/13
REPORTING OFFICER:	DEPUTY CHIEF FIRE OFFICER
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SUBJECT:	INDUSTRIAL RELATIONS UPDATE

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

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 23rd 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 23rd 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 23rd July 2013 the CFO reported that he had met with FBU Officials on 26th 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 22nd 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 26th July and reflected a considered response to the arguments that had been advanced by FBU Officials.

Offer tabled by CFO 26th 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 24th 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 14th August 2013. The CFO responded by withdrawing the offer tabled on 26th 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 19th 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 23rd 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 1st January 2014. This process culminated in an offer being made by the employer's Joint Secretary in his letter to the FBU of 16th 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 1st 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 30th September 2013.
13. Following the meeting of the Brigade Committee on 4th October 2013, Brigade Officials confirmed that the offer detailed in the employers Joint Secretary letter of 16th 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 29th 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 28th 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
Day Element	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)
Retained Element	15% of relevant role pensionable only in NFPS	7.5% of relevant role pensionable only in NFPS	Reduction of 7.5% (£2,512)
LLAR Allowance	£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
Total Salary	£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