



Voluntary Additional Hours

Data Analysis

All data supplied by MF&RS



Collective Agreement Voluntary Additional Hours (VAH)

- In July 2012 Merseyside FBU signed a Collective Agreement with MF&RS on Voluntary Additional Hours.
- This agreement was a pay cut for Merseyside FBU members as they agreed, for a period, to give up premium rate overtime and to work for the Authority for flat rate.
- Merseyside FBU members agreed to the pay cut to protect the communities of Merseyside.
- This pay cut was, and is, at a time when firefighters are suffering a reduction in living standards due to the Governments austerity measures.



The Voluntary Additional Hours Collective Agreement

COLLECTIVE AGREEMENT VOLUNTARY ADDITIONAL HOURS & CREATION OF WHOLETEIME POSTS V16

Dated-

Parties

- 1.1 Merseyside Fire & ResOJe Authority of Fire Service HQ, Bridle Road, Bootie, Merseyside, L30 4YD
- 1.2 The Fire Brigades Union of the Peoples Centre, 50-54 Mount Pleasant, Liverpool, L3 SUN.

Definitions

In this agreement:

- 2.1 "The Authority" means Merseyside Fire & Rescue Authority.
- 2.2 "The FBU" means the Fire Brigades Union.
- 2.3 "Voluntary additional hours" means hours worked over and above an individual's contractual commitment under his/her primary contract.

Background

- 3.1 This collective agreement sets out the arrangements in place for an employee providing voluntary additional hours to the Authority to meet its operational requirements. Existing overtime arrangements relating to casual (change of shift) overtime, public holiday payments and recall to duty are unaffected and arrangements in place for those circumstances remain extant.
- 3.2 All employees' who are willing to volunteer to work voluntary additional hours under the terms of this agreement will complete the availability request form which is currently circulated monthly by TRM via email.
- 3.3 Employees who volunteer to work voluntary additional hours at short notice will be registered with the Service and may be contacted li'om time to time at such short notice.
- 3.4 This collective agreement details the commitment of the Authority to put in place 5 new wholetime posts subject to the extent of the cuts to its budget in years 3 and 4 of the Government Spending Review. Applicants for the posts will only be drawn li'om the existing 21-hour per week contract postholders.

This collective agreement will be utilised in limiting the number of appliances placed in the Dynamic Reserve.

- 3.5 This collective agreement does not set any precedent, on either side, in relation to existing grievances and/or disputes regarding any additional hours/overtime payments prior to this agreement.
- 3.6 This collective agreement will be supported by work within the Joint Secretaries forum to reach agreement in relation to organizational compliance with the working Time Regulations and the production of a working time agreement

Status of Agreement

- 4.1 There is no obligation to offer work and no obligation for the employee to accept work as a consequence of this agreement.
- 4.2 Nothing in this agreement constitutes a Contract of Employment
- 4.3 Employees' undertaking voluntary additional hours under the terms of this agreement will be accountable to the Line Manager they are working under.
- 4.4 This agreement will be in place for 12 months from the date of signing. A joint review will take place in sufficient time for the outcome to be known prior to the end of the agreement. This agreement replaces the 'Banks Contract' and 'Staff Bank Register' currently in use within MF&RS.

Pay

- 5.1 Employees' undertaking work under the Voluntary Additional Hours Agreement will receive payment commensurate with the role being carried out at that time.
- 5.2 Voluntary additional hours will in the first instance be offered on a role to role basis, subject to acceptance by those employees.
- 5.3 If operational requirements cannot be met on the basis detailed in paragraph 5.2 voluntary additional hours will be offered to any member of staff qualified to undertake the role for which voluntary additional hours are offered.
- 5.4 Payments for additional voluntary hours will be made at flat rate.

Hours of Work





The Voluntary Additional Hours Collective Agreement

undertaking voluntary additional hours. The employee will provide voluntary additional hours on an "as and when" basis, as required to meet the needs of the Authority from time to time and as agreed by the employee.

6.2 Time and resource management will monitor the allocation of voluntary additional hours to employees to identify when individuals work excessive hours. As a safeguard in respect of this no employee will be offered or be allowed to work voluntary additional hours when they are on annual leave.

Absences

7.1 If an employee who has committed to undertaking voluntary additional hours for a defined shift or period then withdraws that commitment, then he/she should notify Time & Resource Management (IRM) or the designated local staffing officer as soon as possible. Where practicable this should be not less than 24 hours prior to the start of the shift.

Termination of Registration

8.1 An employee is required to notify IRM in writing if they are no longer available to undertake voluntary additional hours. Once notified IRM will remove them from the register.

Wholtime Posts

9.1 Subject to the Authority agreeing to put in place 5 new wholtime posts (which shall be considered when the Authority has received the final details of the Government Spending Review) applicants for the posts will only be drawn from the existing 21-hour per week contract postholders. An appropriate selection process will be put in place.

9.2 Existing 21-hour per week contract holders will be offered voluntary additional hours that based on their acceptance will be equivalent to 21 paid hours per week when measured over an agreed reference period for the duration of this agreement.

Access to Voluntary Additional Hours

10.1 Both parties are committed to ensuring equality of access to voluntary additional hours under this agreement.

10.2 MFRS will provide data to the Union on a quarterly basis to inform the application of the Additional Voluntary Hours Agreement including the number of participants and hours worked. This will include information

at the station level.

Crewing

11.1 MFRS and the FBU reaffirm their jointly held view that 'the wholtime duty system affords the best level of operational response and that 5 riders on an appliance is always more preferable than 4'.

11.2 It is recognised that this agreement is part of a number of measures MFRS will use to endeavour to meet that aspiration.

Leave

12.1 This agreement is part of a number of measures MFRS uses to allow annual leave and TOIL to be taken.

Fire Kit

13.1 The Service's courier arrangements will be deployed to move a Firefighters' kit from and to his/her home station when voluntary additional hours are undertaken if this is requested by the individual employee and subject to operational demands on the courier service.

AS WITNESS the hands the Parties

SIGNED BY.....

For and behalf of the Fire Brigades Union

SIGNED BY.....

For and behalf of the Authority





The VAH Agreement

Background

- Merseyside FBU members took the pay cut to address 4 key areas of concern that they had in relation to standards of fire cover within their communities and also to address the staffing levels within MF&RS.
- For the FBU to accurately analyse whether those 4 key areas of concern had been met we would need access to certain data.
- Paragraph 10.2 of the Voluntary Additional Hours Agreement stated:

“MFRS will provide data to the union on a quarterly basis to inform the application of the Additional Voluntary Hours Agreement including the number of participants and the hours worked. This will include information at station level”





Voluntary Additional Hours

The 4 key areas of concern for FBU members, agreed with MF&RS to be addressed by the VAH agreement and detailed within the agreement, were:

1. To put back on the run for the protection of the communities of Merseyside up to 9 frontline appliances that MF&RS had placed in the Dynamic Reserve.
2. To staff appliances back up to 5 and 4, 5 on 1 pump stations.
3. To achieve full time jobs for 5 of the 21 hour contact postholders with a view to eventually achieving full time contracts for all of the 21hr firefighters.
4. To enable firefighters to take their contractual leave (PHs) which MF&RS due to their staffing crisis were unable to allow.



Voluntary Additional Hours

Dynamic Reserve

“3.4 This collective agreement will be utilised in limiting the number of appliances placed in the Dynamic Reserve”

Crewing

“11.1 MFRS and the FBU reaffirm their jointly held view that ‘the wholetime duty system affords the best level of operational response and that 5 riders on an appliance is always more preferable than 4’.

“11.2 It is recognised that this agreement is part of a number of measures MFRS will use to endeavour to meet that aspiration.





Voluntary Additional Hours

21hr firefighter posts

- *“3.4 This collective agreement details the commitment of the Authority to put in place 5 new wholetime posts subject to the extent of the cuts to its budget in years 3 and 4 of the Government Spending Review. Applicants for the posts will only be drawn from the existing 21-hour per week contract postholders.”*

Leave

- *“12.1 This agreement is part of a number of measures MFRS uses to allow annual leave and TOIL to be taken.”*





Voluntary Additional Hours

MFRS have now provided Merseyside FBU with the first 3 month data sets covering 7th August 2012 until 31st October 2012 as per the agreement.

What follows in this presentation is an analysis of that data compared against Merseyside FBU members 4 key concerns.





VAH allocation 7th August 2012 until 31st October 2012

- 378 people submitted availability to work VAH
 - 228 people were allocated VAH shifts
 - 430 on wholetime stations
 - 284 on LLAR stations

Breakdown

Total shifts allocated 764

Out of the 378 who submitted availability 150 were not allocated any VAH shifts

Yet 228 people were allocated multiple shifts at specific locations





VAH Data for August 2012

Data supplied by MF&RS

Date	Days				Nights				LLAR	
	Applianes on Standby	Stations Riding4	PH's Granted	VAH Used	Applianes on Standby	Stations Riding4	PH's Granted	VAH Used	Stations Riding4	VAH Used
01/08/2012										
02/08/2012										
03/08/2012										
04/08/2012										
05/08/2012										
06/08/2012										
07/08/2012	8	1	3		9	1	3		4	3
08/08/2012	9		1		9		4		3	3
09/08/2012	9	4	7		8		2		4	3
10/08/2012	9	2	4	1	9		5		5	4
11/08/2012	9	1	4		9		6	1	5	5
12/08/2012	8	1	3	1	8	1	5	2	6	3
13/08/2012	9		5	1	8		2		5	3
14/08/2012	8		2		8		4		6	3
15/08/2012	8		3	1	8		3		3	3
16/08/2012	8		3		8		4		4	5
17/08/2012	8		3	2	8	1	5		3	6
18/08/2012	8	2	2	1	8		7	3	4	3
19/08/2012	8	2	4	1	8		1	5	3	2
20/08/2012	8		4	1	8		1	4	3	3
21/08/2012	8	2	20	2	8		3	1	5	4
22/08/2012	8		20	1	9		5	1	3	5
23/08/2012	9		23	2	8		21		2	5
24/08/2012	8		22	2	8		21	3	3	4
25/08/2012	9	2	28		8	2	23	5	3	3
26/08/2012	9	1	27	2	8	1	21	5	2	4
27/08/2012	8		24		9		26	3	2	2
28/08/2012	8	2	24		9		26	3	1	4
29/08/2012	8		6	2	8		24	1	2	3
30/08/2012	8		3		8		25	3	2	2
31/08/2012	8	2	7	1	8		4	1	4	1



VAH Data for September 2012

Data supplied by MF&RS

Date	Days				Nights				LLAR	
	Applianes on Standby	Stations Riding4	PH's Granted	VAH Used	Applianes on Standby	Stations Riding4	PH's Granted	VAH Used	Stations Riding4	VAH Used
01/09/2012	8	2	6	1	8	2	6	2	7	2
02/09/2012	8	3	8	1	8	1	3	1	4	4
03/09/2012	8	1	5		8		4		3	2
04/09/2012	8		1	4	8		3	1	3	3
05/09/2012	8		2	3	8		6		3	4
06/09/2012	8		5	1	8		6	3	3	0
07/09/2012	8		5	2	8		4	3	3	1
08/09/2012	8		3	5	8		8	4	4	3
09/09/2012	8	1	6	6	8		7	2	5	2
10/09/2012	8	1	2	2	8		5	4	3	6
11/09/2012	8	2	4	3	8		5	1	3	7
12/09/2012	8		7	3	8	1	3	4	5	2
13/09/2012	8	1	2	2	8		5	4	2	1
14/09/2012	8		8		8		7	4	5	2
15/09/2012	8		9	4	7	1	4	4	6	2
16/09/2012	8	1	5	7	8		9	3	7	5
17/09/2012	8	1	4	7	8		9	4	5	5
18/09/2012	8	1	7	2	8		2	5	5	3
19/09/2012	8		4	2	8		3	4	4	3
20/09/2012	7	1	3	3	8		5	2	6	1
21/09/2012	9	2	7	3	8		14	7	7	3
22/09/2012	8	4	2	3	8		6	4	6	2
23/09/2012	9	1	5	2	8		1		6	2
24/09/2012	8	2	2	7	8	1	5		4	7
25/09/2012	8	1	2	7	8	1	5	3	4	5
26/09/2012	8		3		8		3	6	3	4
27/09/2012	8		1	1	8		5	4		2
28/09/2012	8	1	1	2	9		10	1	2	3
29/09/2012	8		3	1	9		10		5	2
30/09/2012	8		20	1	8	1	1	3	6	2



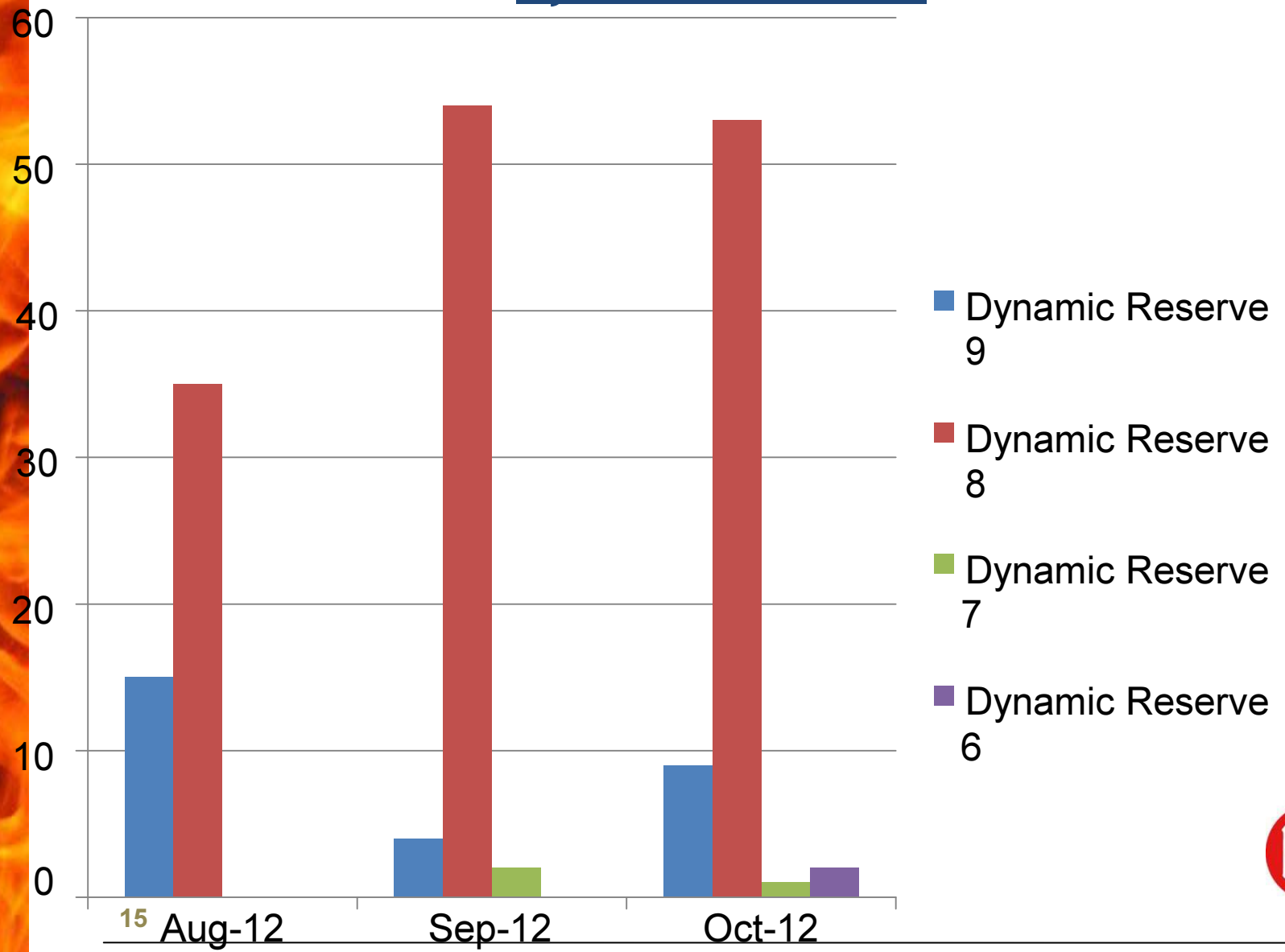
VAH Data for October 2012

Data supplied by MF&RS

Date	Days				Nights				LLAR	
	Applianes on Standby	Stations Riding4	PH's Granted	VAH Used	Applianes on Standby	Stations Riding4	PH's Granted	VAH Used	Stations Riding4	VAH Used
01/10/2012	8	1	15		8		3	2	4	2
02/10/2012	8		4		6		11		3	2
03/10/2012	8		5	1	8	1	17		6	1
04/10/2012	8		1	5	8		3		3	5
05/10/2012	8		3	6	8	1	5	4	3	6
06/10/2012	8		4	6	8		5	4	4	3
07/10/2012	8		4	3	8		4		3	4
08/10/2012	8		2	4	8	1	4	1	5	2
09/10/2012	8		1	3	8		4	1	4	4
10/10/2012	8		5	4	8		1	4	4	2
11/10/2012	8		9	5	8		2	4	3	1
12/10/2012	8		2	3	8		10	4	5	2
13/10/2012	8		4	6	8		11	2	4	3
14/10/2012	8	2	11	4	8		9	4	5	1
15/10/2012	8		10	2	8		5		4	2
16/10/2012	8		3	1	7		5	2	3	4
17/10/2012	8		2	5	8		8	1	3	4
18/10/2012	8		6	2	8	1	4	2	6	1
19/10/2012	8		4	5	8		8	6	3	5
20/10/2012	8	2	7	5	9		3	5	5	6
21/10/2012	9		9	3	9	1	6	1	5	4
22/10/2012	9	2	7	3	8		4	2	5	5
23/10/2012	8		9	4	8		5		4	3
24/10/2012	9		3	2	8	1	4	3	3	8
25/10/2012	8		3	4	8		6	5	3	7
26/10/2012	9	1	4	5	8		11	11	4	2
27/10/2012	8		4	8	8		10	10	4	4
28/10/2012	8		8	4	8	1	9	8	3	5
29/10/2012	8		4	1	8	1	7	3	4	3
30/10/2012	8		4	2	6		4	3	0	4
31/10/2012	8		4		8		10	2	4	3



Have VAH reduced the number of appliances in the Dynamic Reserve?





Has the VAH agreement achieved what it set out to achieve?

Have MF&RS used VAH to reduce the number of appliances in the Dynamic Reserve?

Not noticeably

Has the use of VAH by MF&RS reduced the amount of appliances riding 4?

Not noticeably

Have 5 of the 21hr contract holders received 42hr wholetime contracts?

MF&RS have informed the FBU that interviews will now take place to fulfil that part of the agreement

Has MF&RS used VAH to allow FBU members to take their contractual leave (PH's)?

In Aug/Sept there appears to be no correlation between the use of VAH and the granting of PH leave, it would appear that in October that situation started to improve.



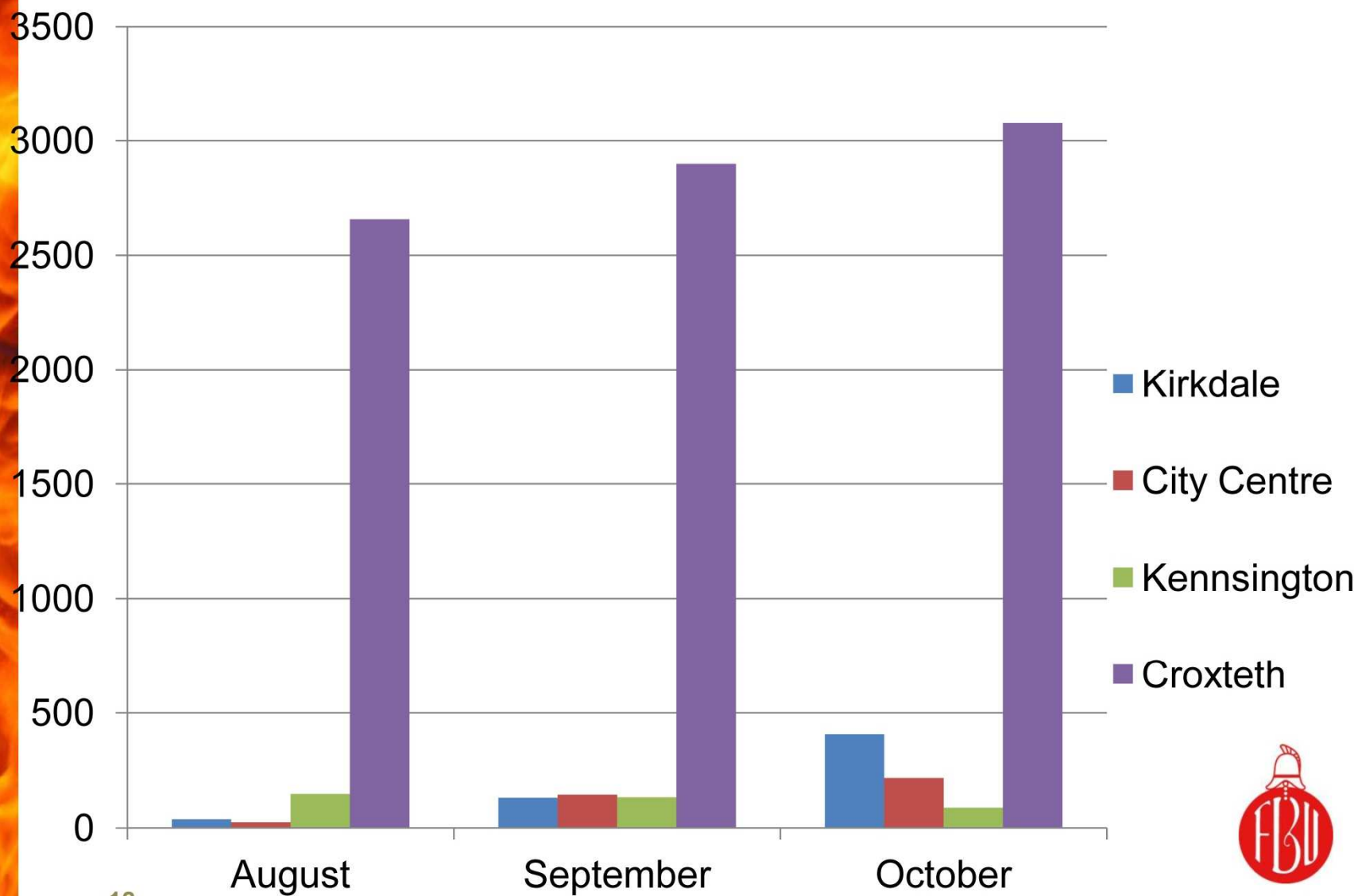


Has the VAH agreement achieved what it set out to achieve?

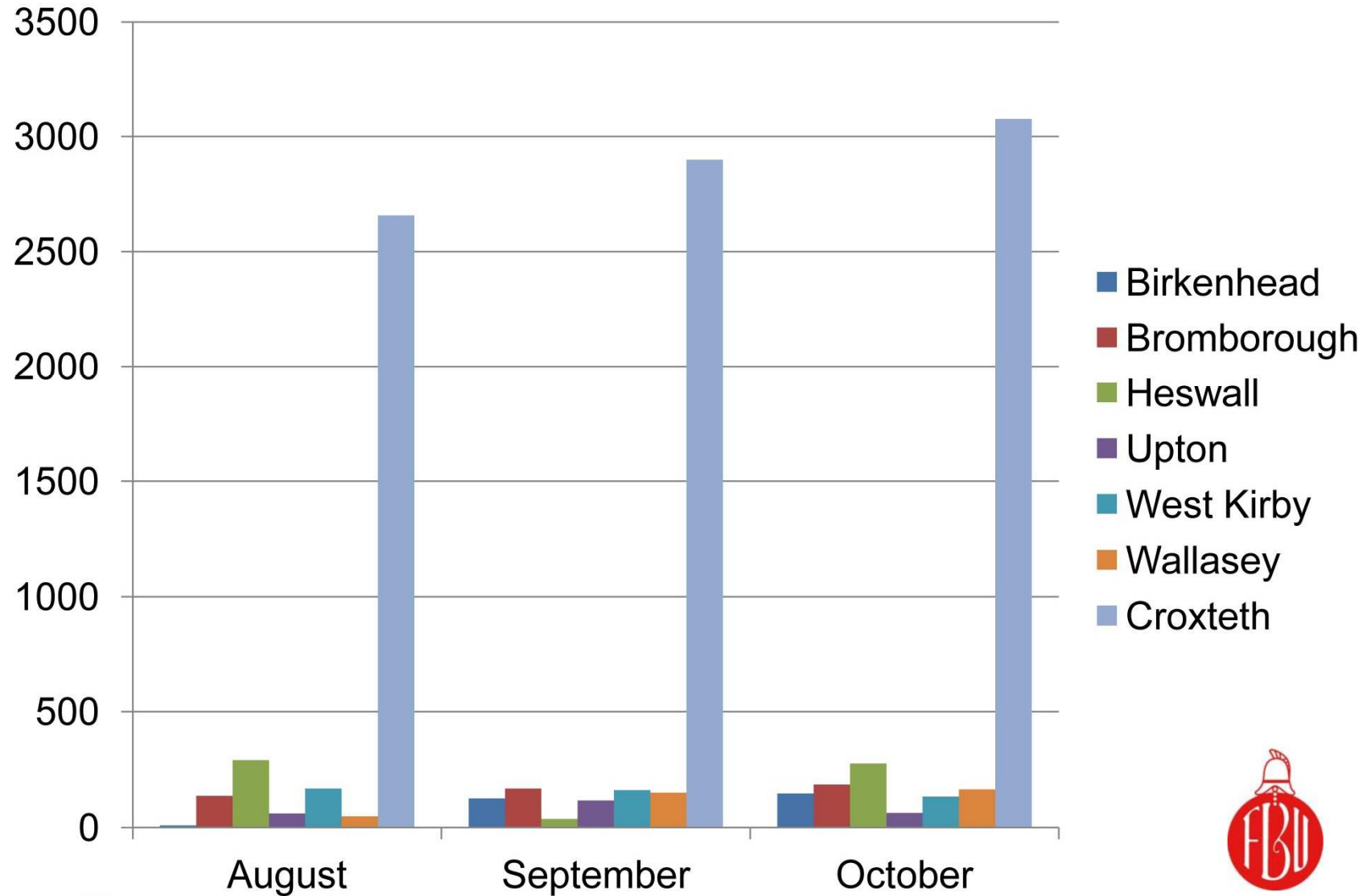
MF&RS has a set budget per month for VAH so if VAH's have not been used to any noticeable effect to reduce the Dynamic Reserve, to reduce the amount stations riding 4, to crew up to 5 and 4 or to grant contractual leave in any significant amount: then where has the budget been spent?

The following slides have the location with the highest amount of VAH allocation repeated on each side, this is not as some may inform you because the FBU have an issue with that location, this is solely to act as a comparator between highest and lowest VAH allocation across MF&RS and is standard practice in graphical analysis.

Allocation of overtime Central Stations

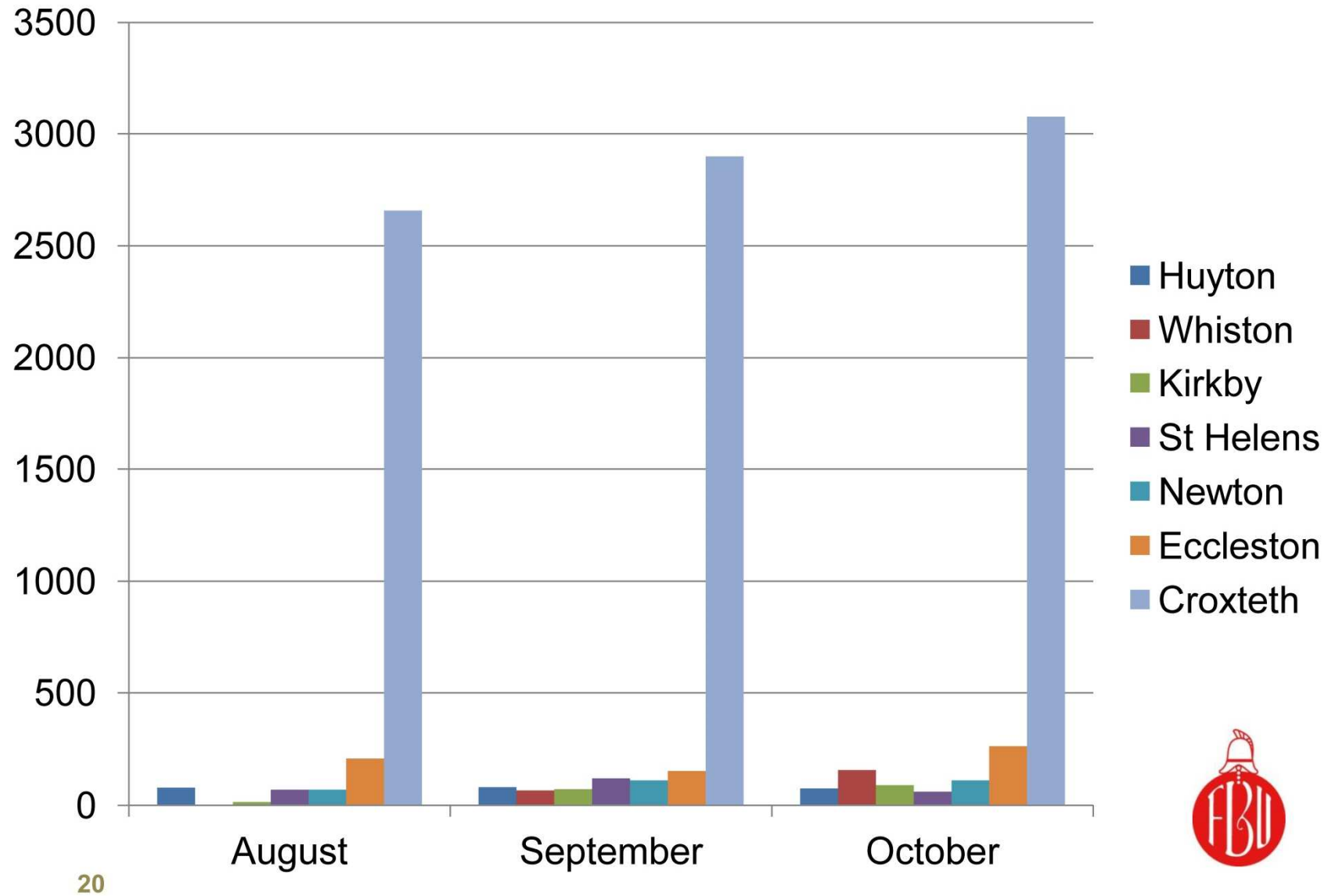


Allocation of overtime Wirral Stations



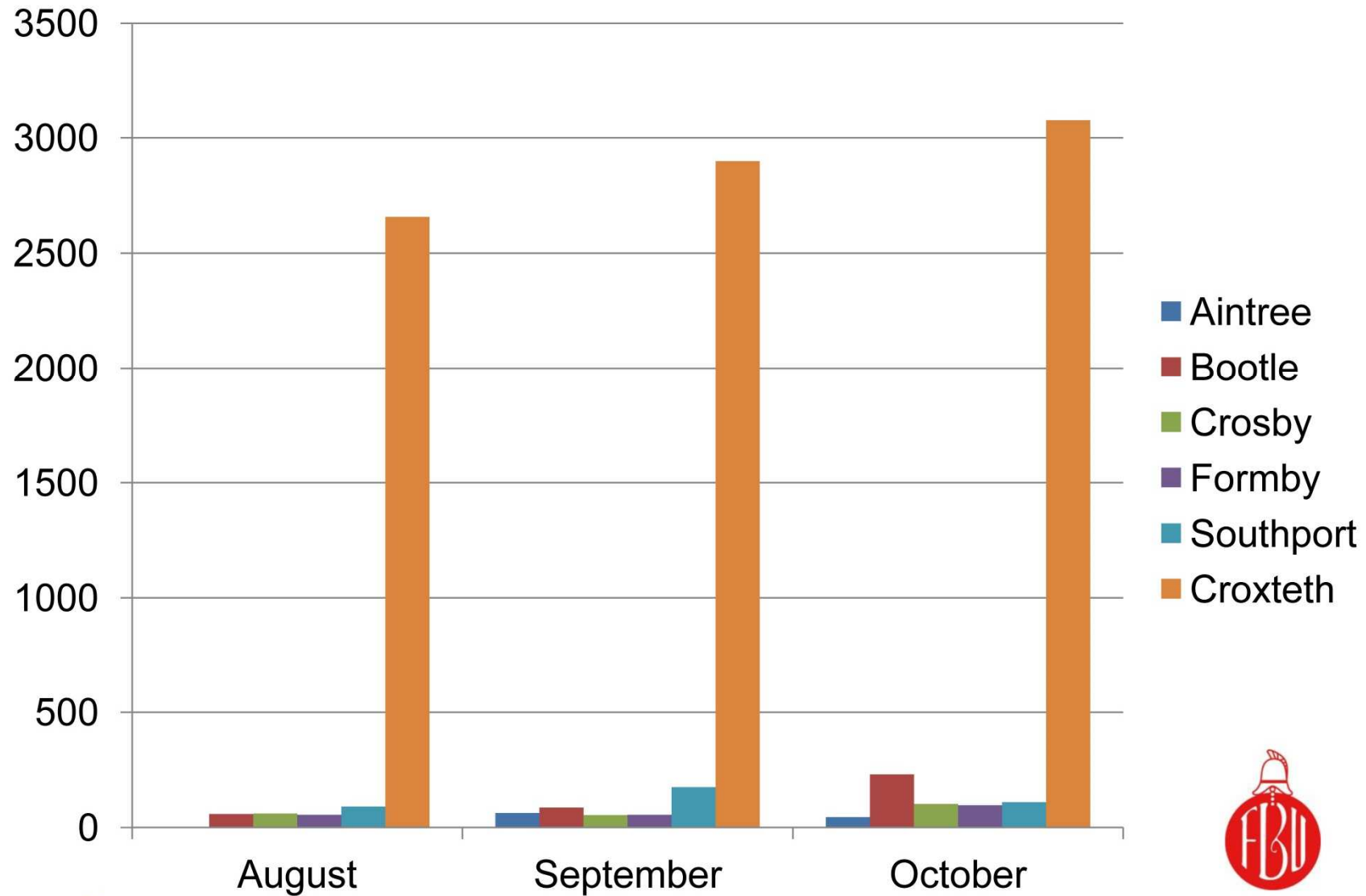


Allocation of overtime East Stations



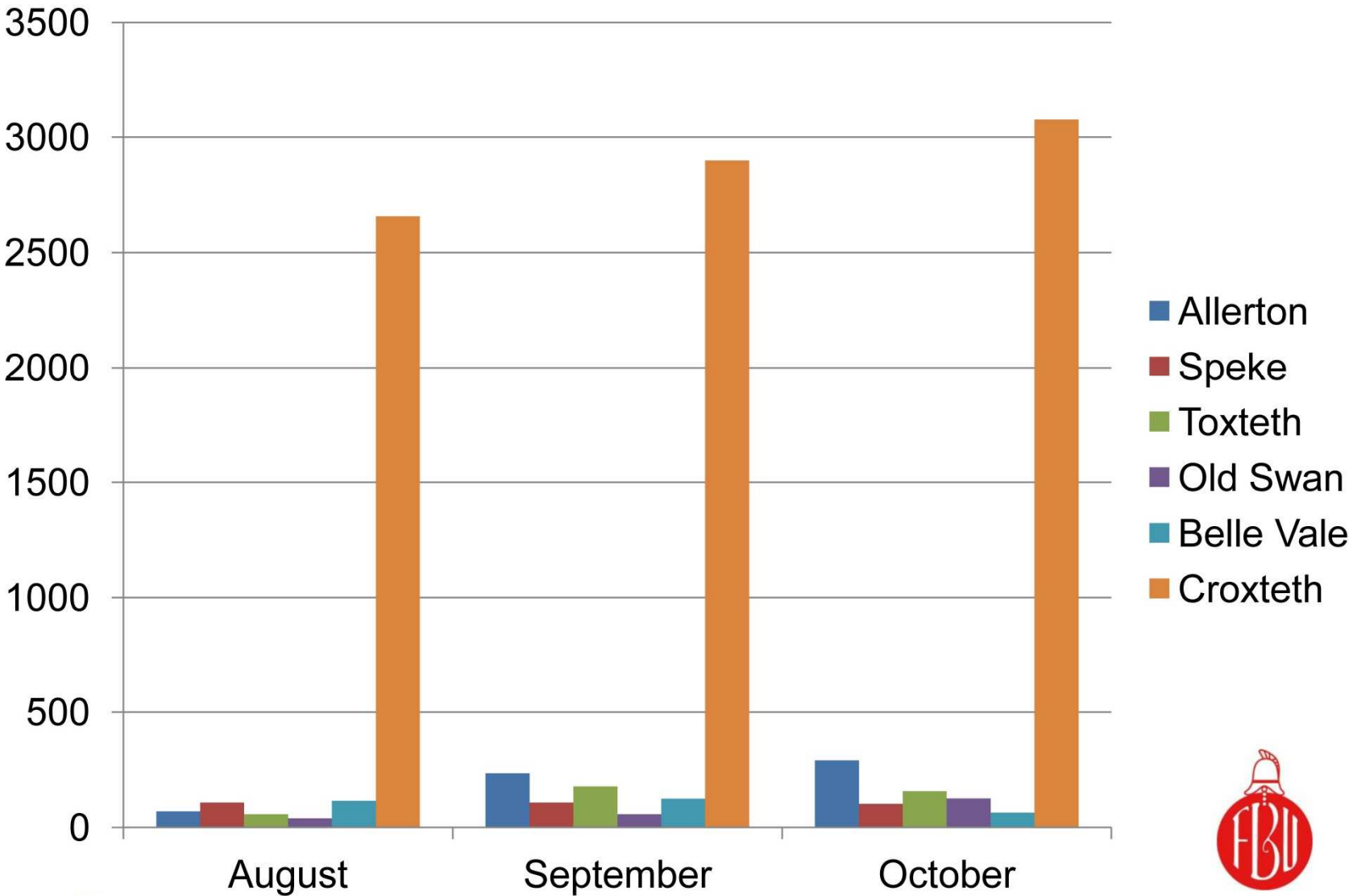


Allocation of overtime North Stations



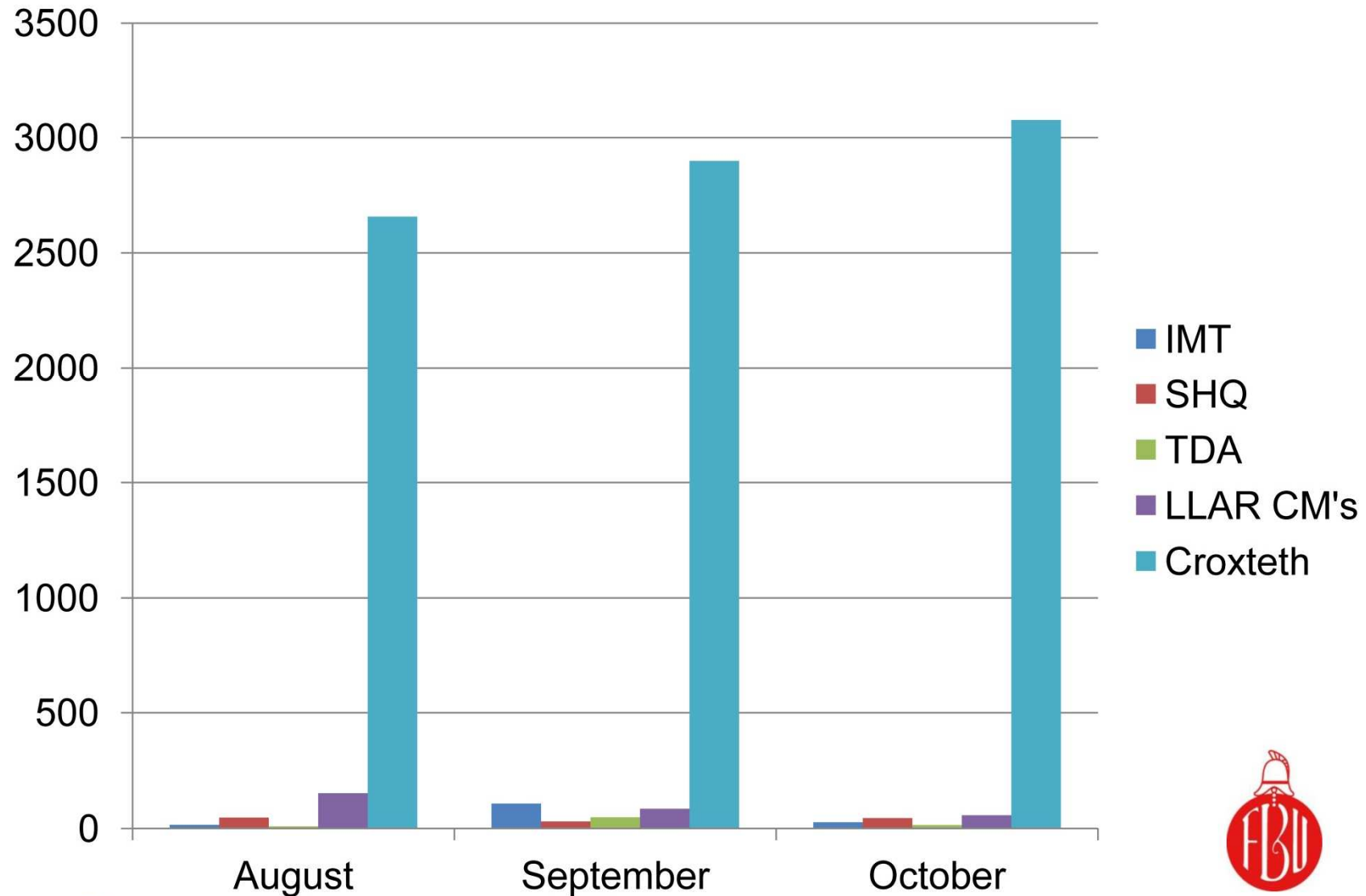


Allocation of overtime South Stations



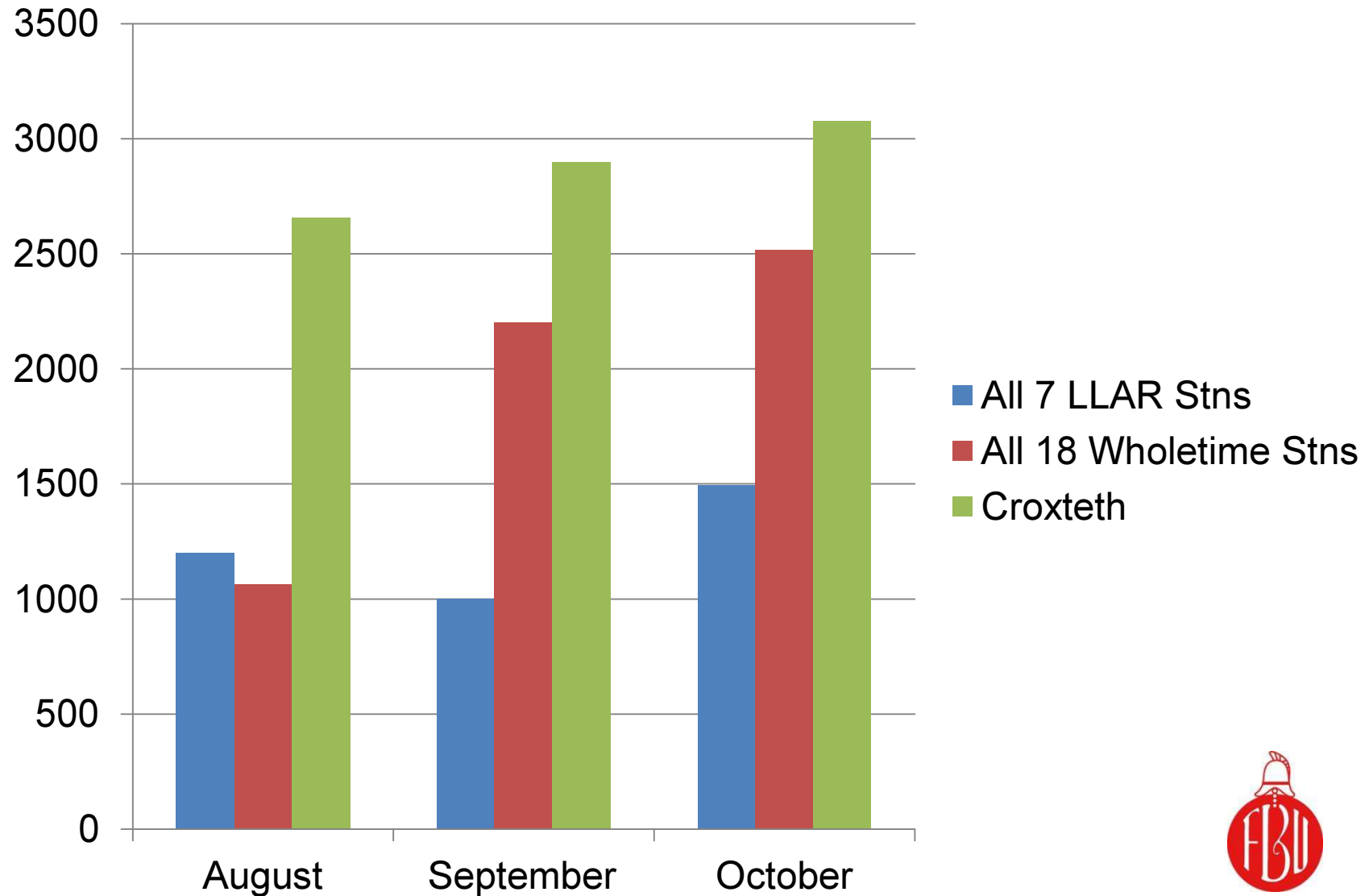


Allocation of overtime IMT, SHQ, TDA, LLAR CM's





Monthly Totals





Data provided by MF&RS

Station	August		September		October		Totals
	Wholetime	UAR	Wholetime	LLAR	Wholetime	LLAR	
10	24	13.8	117	13.8	405	55.2	628.8
11	24		144		216		384.0
12	147		133		87		367.0
13		69		234.6		289.8	593.4
14	108		108		102		318.0
15	57		177		141	15.56	390.6
16	39		57		126		222.0
17	33	82.8		124.2	9	55.2	304.2
18			63		45		108.0
19	2629	27.6	2871	27.6	3035	41.4	8631.6
20	9		126		147		282.0
21	120.5	15.56	167.7		184.5		488.3
22		289.8	9	27.6		276	602.4
23	60		117		63		240.0
24	30	138	9	151.8	9	124.2	462.0
25	48		150		165		363.0
30	42.4	15.76	70.2	15.56	198	31.25	373.2
31	60		54		102		216.0
32		55.2		55.2		96.6	207.0
33	90.5		174.8		78	31.38	374.7
40	78		81		75		234.0
41			51	15.56	126	31.12	223.7
42	15		72		90		177.0
50	69		120		60		249.0
51		69		110.4		110.4	289.8
52		207		151.8		262.2	621.0
UARCM's		151.8	15	70.82		57.02	294.6
IMT		15.62	108		27	15.62	166.2
SHQ		46.68	30		45		121.7
T&DA	9		48		15		72.0
Totals	3692.4	1197.6	5072.7	998.9	5550.5	1493.0	18005.1

