

COLLECTIVE AGREEMENT
(RETAINED RESILIENCE)

DATED 19th October, 2006

1. Parties

- 1.1. Merseyside Fire & Rescue Authority of Fire Service HQ, Bridle Road, Bootle, Liverpool L30 4YD.
- 1.2. The Fire Brigades Union of the People's Centre, 50-54 Mount Pleasant, Liverpool L3 5UN

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 Fire Stations" means the fire stations located at Bootle/Netherton, City Centre, St. Helens and Bromborough
- 2.4. "The Grey Book" means the National Joint Council for Local Authority Fire and Rescue Service Scheme of Conditions of Service 6th Edition as amended or replaced and as for the time being in force.
- 2.5. "the Operational Day System" means the duty system specified in paragraph 4 (a) below.
- 2.6. "the Retained Duty System" means the retained duty system specified in paragraph 4 (e) below.

3. BACKGROUND

- 3.1. The parties have been in discussion concerning a duty system proposed by the Authority, in respect of proposals to establish a resilience resource of support pumps at each of the Fire Stations.
- 3.2. The Authority's proposals entail the varying of staffing arrangements of the second pump at the Fire Stations from the wholetime shift duty system (which is one of the existing national duty systems as provided in the Grey Book Sect 4 Part A Paragraph 7) to the Operational Day System and the Retained Duty System.
- 3.3. The parties have subsequently reached agreement as to a proposed duty system as set out below.

4. AGREEMENT

The parties agree to the following duty systems being operated by the Authority at the Fire Stations, subject as set out below and as agreed by the parties within the agreement of principles document, specifically Section 4 of the document:

Day Duty Systems

- (a) An Operational Day System comprising a 12 hour shift, commencing at 10am (or such other time as otherwise agreed between the parties) and ending at 10pm, (or such other time as otherwise agreed between the parties) on a rota basis, with 4 consecutive days on duty and 4 consecutive days off duty.
- (b) Staff to be based at the fire station at which the duty system is operated on duty throughout the duty hours (Three hours shall be specified for meal breaks in every twenty-four hours. The timing of these periods is at the discretion of the Authority. Account shall be taken of meal breaks interrupted by emergency calls Annual leave will be pursuant to the Grey Book provisions for wholtime firefighters).
- (c) The remuneration payable for such day duties to be a sum equal to that payable to employees in their role (assessed as competent within his/her role pursuant to the Grey Book provisions).
- (d) An additional responsibility allowance equal to 5% of the remuneration payable under (c) above to be payable to an employee who works the Day Duty System.

Retained Duty System

- (e) A Retained Duty System to operate between the hours of 10pm and 10am (or such other times as otherwise agreed between the Authority and the FBU) at the Fire Stations at which the Operational Day System operates, with retained staff to be available for duty, on terms under which they will be required to attend for duty within 15]minutes of receipt of a call to do so. Staff will be allowed to self roster with the approval of their line manager and will be allowed to sleep at any time during those hours which they undertake the Retained Duty System except at such times when they are called upon to attend the fire station in order to respond to emergency calls to the fire station within 15 minutes as outlined.
- (f) The remuneration payable for such retained duties to be a sum equal to 15% of the remuneration payable to firefighters pursuant to the Grey Book provisions.

Working Day Duty & Retained Duties

- (g) Employees who work the Operational Day System shall be free to work the Retained Duty System on the evenings which immediately follow the hours they work under the Operational Day System, if so requested by the Authority, subject as follows.

- (h) 5 of the firefighting posts at a fire station at which the Operational Day System is operated shall initially be offered only to those employees who wish to work the Operational Day System only.
- (i) 5 of the firefighting posts at a fire station at which the Retained Duty System is operated shall initially be offered only to those employees who wish to work the Retained Duty System only.
- (j) The remaining firefighting posts at a Fire Station at which the Operational Day System and the Retained Duty System are operated shall be offered to employees who are willing to work both duty systems.
- (k) The Authority may increase the number of posts within (j) if in practise there are insufficient volunteers.
- (l) Personnel working the Operational Day System and/or the Retained Duty System, whether they commenced doing so before or after this agreement, may give 28 days notice to transfer off that/those duty system(s). Except that those transferring in from other fire authorities direct to one or both of these systems must work 3 months before they may give the 28 days notice.

No Compulsion to Work the Operational Day System/Retained Duty System

5. Employees shall not be compelled to work the Operational Day System, the Retained Duty System or a combination of both systems. Instead, only those employees who have agreed to work such systems after the date of this agreement shall be required to do so.

Implementation Panel

6. The parties shall establish a panel, comprising the local FBU Joint Secretary, the Authority Joint Secretary and the Equalities Manager (who will act as Chair) to monitor the implementation of the provisions of paragraphs 4(h) and 4(i) to ensure compliance.

Review

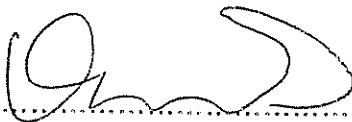
7. The FBU and the Authority shall periodically (12 months or sooner if required) review the above system to monitor the effectiveness of the arrangement with particular regard to the 15 minute turnout provision in line with the Authority's attendance targets set within the Authority's IRMP.

Working Time

- 8. For the avoidance of doubt, the parties agree, pursuant to Regulation 23 of the Working Time Regulations 1998, that the above agreement operates to modify the provisions of Regulation 10 (1) of the Working Time Regulations 1998 in such a manner as is necessary to enable those employees who undertake the Operational Day System to also undertake the Retained Duty system in consecutive shifts

AS WITNESS THE HANDS OF THE PARTIES

Signed 
By
For and on behalf of the Authority

Signed 
By
For and on behalf of the FBU