

RESILIENCE AGREEMENT

Agreement dated _____

1. Parties

1.1. Merseyside Fire & Rescue Authority of Fire Service HQ, Bridle Road, Liverpool L30 4YD.

1.2. of

2. Definitions

In this agreement :-

2.1. 'the Authority' means Merseyside Fire & Rescue Authority.

2.2. 'the Employee' means the person specified in Clause 1.2.

2.3. 'Contingency Situation' means any event or situation which may threaten or cause disruption to the provision of services and or performance of the Authority's functions or its business continuity, including Industrial Action

2.4. 'the Contract of Employment' means the Employee's Contract of Employment with the Authority.

2.5. 'Industrial Action' means continuous or discontinuous industrial action consisting of a strike or stoppage of work by some or all of the Authority's operational firefighting employees.

2.6. 'Additional Hours' means additional hours over and above an average of 42 hours per week over a reference period of 13 weeks.

2.7. 'Hourly Rate' means overtime rates of time and a half (or double time if worked on a public holiday)

3. Background

3.1. The Employee is employed by the Authority under the Contract of Employment, which involves the Employee undertaking firefighting and rescue duties.

3.2. The Employee and the Authority have reached an individual agreement on the terms set out below as to provision of firefighting and rescue services by the employee in the event that the Authority notifies the Employee that a Contingency Situation exists in order that the Authority can effectively assess what resources will be available to the Authority when a risk to its business continuity arises and is therefore able to plan accordingly.

4. Agreement

- 4.1. This agreement is supplemental to the Employee's Contract of Employment.
- 4.2. The parties agree and undertake with each other, as follows :-
- (a) that upon notification by the Authority to the Employee of a Contingency Situation, or the Employee becoming aware of a Contingency Situation, the Employee's Contract of Employment shall be varied as set out in this agreement, and
 - (b) that in consideration of the Employee entering into this agreement, the Authority shall pay to the Employee an annual sum of £500 payable on the first day of April in each year, the first payment to be made on the date of this agreement subject to the provisions of this agreement.
- 4.3. During periods of any Contingency Situation which occurs in an area for which the Authority has firefighting and rescue functions :-

(a) Working Arrangements

The Employee shall undertake such firefighting and rescue duties at such times, and on such days, and at such locations as are notified to the Employee by the Chief Fire Officer or his nominee with a view to the Authority providing a level of firefighting cover and rescue functions in Merseyside during a Contingency Situation, including periods of Industrial Action, and for the avoidance of doubt, the Employee therefore will not take any Industrial Action.

Working arrangements could entail working alongside or in co-operation with military and other personnel depending on the nature and severity of the Contingency Situation.

(b) Remuneration

The Employee will continue to receive their standard rate of remuneration payable under their Contract of Employment for performing their duties, including provision of firefighting and rescue duties during Contingency Situations subject as follows. If the Employee is required to work Additional Hours in consequence of the Employee's compliance with their obligations under Clause 4.3(a) then (except in the case of officers employed on a continuous duty system of cover), the Authority shall pay to the Employee a sum calculated at the Hourly Rate for each additional hour worked in excess of 42 hours per week over a reference period of 13 weeks.

(c) Annual Leave

The Employee shall not be permitted to take Annual Leave without the prior written consent of the Chief Fire Officer (which will not normally be granted).

(d) Sickness Absence

The Employee must notify the Authority of any absence due to sickness as soon as possible, and produce a medical certificate and/or undergo a medical examination as and when requested by the Chief Fire Officer or his nominee.

(e) Opt Out Maximum 48 Hours Work Per Week

The Employee individually, expressly and freely agrees to undertake firefighting and rescue duties during Contingency Situations as specified in Clause 4.3 (a) for such time as may exceed an average of 42 hours for each seven day period.

4.4. In the event of a Contingency Situation coming to the attention of the Employee, and during which the Employee fails to comply with their obligations under this agreement, then :-

- (a) the Employee shall reimburse the Authority with all sums paid at any time by the Authority under Clause 4.2(b) and for this purpose the Employee consents to the recovery of such sums by the Authority by way of deduction of wages, and
- (b) the Authority shall have the option to terminate this agreement forthwith, in which case the Authority shall be released from any liability for any further payments under this agreement.

5. Termination

This supplemental agreement shall continue until terminated as follows :-

- (a) by either the Employee or the Authority giving not less than 3 calendar months notice to the other to expire at any time;
- (b) by the Authority pursuant to Clause 4.4 (b).

6. Supersedes Prior Agreements

This agreement supersedes any prior agreement between the Authority and the Employee in respect of the subject matter of this agreement and any such prior agreement shall be regarded as void with effect from the date of this agreement.

AS WITNESS the hands of the parties

SIGNED BY _____
(the Employee)

SIGNED BY _____
(on behalf of the Authority)