

COLLECTIVE AGREEMENT

42-DUTY SYSTEM (LOCALLY DETERMINED SHIFTS) FOR WDS SHIFT BASED OPERATIONAL PERSONNEL

- The status of this agreement ("Agreement") is that of a collective agreement between Humberside Fire and Rescue Service ("HFRS") and representatives of the HFRS workforce in accordance with the Terms of Reference and Membership provisions of the HFRS Joint Negotiating Committee ("JNC") set out in Appendix B of Procedure and Guidance Note - Employment Relations Framework (PGN2_41)
- This agreement is intended to form a collective agreement as defined in Section 178 of the Trade Union and Labour Relations (Consolidation) Act 1992 ("TULRCA") and is intended to be a legally enforceable contract in accordance with Section 179 (1) (b) of TULRCA.
- As such, this Agreement has the purpose and the effect of varying the terms and conditions of WDS Shift Based Operational Personnel.
- In accordance with the provisions set out in Paragraph 6 ("Paragraph 6") of Section 4 ("Section 4") (Conditions of Service Framework) of the National Joint Council For Local Authority Fire And Rescue Services Scheme of Conditions of Service Sixth Edition 2004 (updated 2009) (the "Grey Book"), this agreement provides for the agreement of locally determined shift systems, agreed at a local level.
- In accordance with the provisions set out in Paragraph 7 ("Paragraph 7") of Section 4 ("Section 4") (Conditions of Service Framework) of the National Joint Council For Local Authority Fire And Rescue Services Scheme of Conditions of Service Sixth Edition 2004 (updated 2009) (the "Grey Book"), The hours of duty of full-time employees on this system shall be an average of forty-two per week. The hours of duty of part-time employees shall be pro-rata. The rota will be based on the following principals:
 1. Each period of twenty-four hours shall be divided into a day shift and a night shift. (Day Shift – 0900-1800, Night Shift – 1800-0900)
 2. The night shift shall not be less than twelve hours.
 3. There shall be at least two complete periods of twenty-four hours free from duty each week.
 4. Leave days shall change week by week in a regular progressive manner.
 5. No rota system shall include continuous duty periods of twenty-four hours.
 6. 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.
- Principal components of any locally determined shift system including resource requirements and methods of dealing with leave and other absences are set out in the Appendix to this Agreement and may be amended from time to time by agreement to meet the needs of the service or to reflect legal and regulatory changes.

- For the avoidance of doubt, and in accordance with Paragraph 6, any amendment will comply with the principles set out in paragraphs 3 to 5 of Section 4 or any successor provisions including any successor to the Grey Book.

AGREEMENT

This is a collective agreement to trial a 42-Hour Duty System (Locally Determined Shifts) for WDS Shift Based Operational Personnel (Effective from 1st January 2021 until 31 December 2021) which is agreed by Humberside Fire and Rescue Service and the Representative Bodies signed below. The collective agreement is further underpinned by the following supporting documents, PGN 1_7 Station Routines and the Risk Assessments that apply to the locally determined shift system.

Signed on behalf of
Humberside Fire and
Rescue Service:

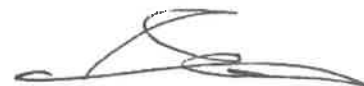
Signed by:



Director of Service Delivery

Signed on behalf of
the Fire Brigades Union

Signed by:



R. VAUX



A. HAYTON

HFRS, FBU Brigade Committee Rep

Date of Agreement 23 October 2020



HUMBERSIDE FIRE AND RESCUE SERVICE

EMERGENCY RESPONSE

**42 HOUR DUTY SYSTEM (Locally
Determined Shifts) – WDS SHIFT BASED
OPERATIONAL PERSONNEL**

(Effective from 1st January 2021)

Author	Service Delivery
Date Written	November 2017
Date of next review	October 2021

1. INTRODUCTION

- 1.1. This guidance outlines the specific principals and framework for the whole time locally determined shift system related to operational personnel.
- 1.2. This policy and its application is to be read in conjunction with PGN 1_7 Station Routines including Management of Fatigue, and the Risk Assessment that apply to the locally determined shift system. Proactive and reactive monitoring of the Risk Assessment will be carried out throughout the trial.

2. SERVICE WIDE TRIAL

- 2.1. This policy is to be effective for a 1 year trial for all WT Stations from 1st January 2021 to 31 December 2021 and it is to be reviewed by the shift steering group quarterly throughout 2021. This policy is underpinned by a separate collective agreement which covers the 1 year trial period.
- 2.2. Throughout the trial Service Management and \ or the Representative Bodies (with the agreement of their membership) may end the trial by giving 60 days' notice to all parties involved.
- 2.3. When the trial ends the default position will be to revert to the 2017 2,2,4 shift system with block leave arrangements, a shadow system will be maintained in the background to allow a smooth transition should the trial end prematurely.
- 2.4. If the trial is successful, agreement between Service Management and the Representative Bodies will be reached before moving this '*42 hour duty system (locally determined shifts) – WDS Shift based Operational Personnel*' to a recognised shift system within Humberside fire and Rescue Service.

3. AIMS AND OBJECTIVES

- 3.1. HFRS will ensure that conditions relating to duty systems are in line with the National Joint Council (NJC) Scheme of Conditions of Service (Grey Book) whilst maintaining operational readiness.
- 3.2. The overarching purpose of the introduction of a locally determined shift scheme is to ensure effective operational availability is maintained and to allow shifts to be managed by local Watch Management Teams (WMT). The Service will not use the arrangements within this locally determined shift policy as a means of reducing the Service establishment figure.
- 3.3. The principles surrounding a locally determined shift system provides autonomy and empowerment to the local WMT's.

4. PRINCIPAL COMPONENTS OF A LOCALLY DETERMINED SHIFT SYSTEM

The locally determined shift system adopted must be in line with the four principles identified within the Grey Book, Section 4 Part A 3:

- 4.1. Basic working hours should average forty-two per week (inclusive of three hours of meal breaks in every twenty-four hours) for full-time employees. Hours of duty should be pro-rata for part-time employees;
- 4.2. There should be at least two periods of twenty-four hours free from duty each week;
- 4.3. It should comply with relevant United Kingdom and European law, including the Working Time Regulations 1998*, and Health, Safety and Welfare at Work legislation;
- 4.4. It should have regard to the special circumstances of individual employees and be family friendly.

Resource Requirements

4.5. Standard Appliance Crewing Level (SACL)

SACL is the minimum number of personnel that will ride specific primary crewed appliances at each fire station, depending upon resources at that station:

- Water Ladder Hull: 4
- Water Ladder N Lincs, NE Lincs, East Riding: 5
- Water Tender: 4
- Tactical Response Vehicle: 2

In order to maintain operational readiness, the Service Delivery management team will ensure that the required skill sets assigned to the station are maintained.

4.6. Standard Service Crewing Level (SSCL)

The number of personnel required to crew all appliances to SACL.

4.7. Watch Establishment

Resources allocated to each watch for the Service to maintain SACL, having regard to courses and leave.

The ridership factor set by the Fire Authority as of the 1st January 2017 will be maintained throughout the agreement of this policy.

4.8. Personnel above SSCL

On occasions when the watch is above SACL, control will be informed so to allow one of the following options:

- Deployment of spare personnel above SACL to maintain SSCL.
- Spare personnel above SSCL may be actively used to carry out other relevant duties within their role map .e.g. Essential training, Prevention & Protection activities

4.9. Recording of crewing levels

Watch Management Teams (WMT) will be responsible for the accurate and timely recording of crewing levels i.e. recorded crewing levels should be current and available to Service Support and Control **at all times** to ensure that any predicted shortfalls can be covered. In order to achieve this WMT's from opposing watches will be required to check and update crewing on a daily basis, inaccurate crewing numbers will be challenged and investigated where appropriate.

Covering Crewing Shortfalls – Local Cover Agreement

- 4.10. The locally determined shift system requires a process to cover all sickness absences in accordance with 4.12 up to 21 days, which impacts on SACL in order to support this each station will provide and make available a 'Local Cover Agreement' (LCA).
- 4.11. It will be the responsibility of the local WMT to manage the LCA, i.e. individual WMT will be specifically responsible for organising periods of cover to which their watch is allocated to. WMT on duty at the time of requiring cover will be responsible for contacting those rostered for cover, any consequential changes in crewing will be reflected by the WMT in station crewing records immediately.
- 4.12. The following criteria as a minimum requirement will apply to all LCAs:
- Cover for 1 sickness absence up to 21 days per station SACL of up to 9 personnel.
 - Cover for 2 sickness absences up to 21 days per station SACL of up to 11 personnel and above.
 - Sickness cover to ensure that the required supervisory level is maintained.
- 4.13. Individuals required for cover will be contacted no later than 0900hrs on the date cover is required.
- 4.14. Any individual providing cover must have received a minimum of 24hrs rest following the completion of their scheduled shift. – Each individual must achieve a minimum of one 48hour period free from duty in each 8 day cycle.
- 4.15. Once an individual has been called in accordance with the LCA', they will be entitled to claim the equivalent shift period back, which must be booked within 1 month, No individual is allowed to amass unscheduled days owed.
- 4.16. Once a payback shift is booked, this can be moved following the normal leave movement protocols
- 4.17. Service Delivery Management will be responsible for shortfalls in SACL that arise from anything other than sickness absences of less than 21 days.

Absence from Duty

- 4.18. All sickness is to be reported as per service policy. Individuals must also inform their station in order to activate the Local Cover Agreement.

Unforeseen on duty Sickness and Special Leave

- 4.19. Unforeseen absences that occur after the start of a shift i.e. 0900 will be covered where possible by deployment from a station that is riding above the SACL.

Maintenance of Competence

- 4.20. Duty systems will have suitable provision to ensure personnel maintain competence in accordance with Service requirements.

Training Courses

- 4.21. Training courses booked prior to the start of the year will take precedence over movement of leave and it will be the responsibility of the WMT to ensure attendance.
- 4.22. Where courses are booked and agreed any sickness absences of up to 21 days will be covered by the LCA.

Compensatory Rest

- 4.23. Where personnel elect to work long durations, the Watch Management team will take responsibility for monitoring fatigue, and will be empowered to take appropriate action including the approval of compensatory rest periods. Further guidance on this subject can be located within the specific Risk Assessment assigned to this policy and PGN 1_7 Station Routines including Managing Fatigue.

Contractual Hours and Leave Entitlements

- 4.24. Any locally determined shift system must achieve an annual total hours worked of 2184 per individual.

Annual Leave

- 4.25. Annual leave entitlement is in line with the NJC Schemes of Conditions of Service – 'Grey Book'

Leave Planning Arrangements

- 4.26. A structured, fair balance of leave should be allocated across personnel on a watch. To facilitate this process, and as a starting point, Service Support will assign leave to individuals as pre-programmed blocks in line with current leave groups. Station personnel will then be free to move leave in line with their agreed local arrangements.
- 4.27. All leave on station is to be arranged and approved through the Watch Management team, subject to SACL as well as ensuring all skills sets are maintained.
- 4.28. Annual leave taken should not exceed the total number of annual hours associated with leave entitlements.
- 4.29. Short notice leave and Time in Lieu may be taken on the same day provided that SACL is maintained. Arranged deployments should not be affected by short notice leave or Time in Lieu.

Prime Deployment (trialed for 2021 – with quarterly reviews via the shift steering group)

- 4.30. A Prime Deployment (PD) is a deployment agreed by respective stations prior to the commencement of a shift. All PD's will be managed locally by the WMT and should be confirmed prior to the end of the preceding shift. PDs confirmed should only be cancelled through agreement with the respective WMT and **no later than the preceding shift.**
- 4.31. After confirmation the PD can only be cancelled should localised shortfalls occur due to sickness or family leave

Accountability and Local Autonomy

- 4.32. Local WMT will be accountable for ensuring the principles are applied in a fair and consistent manner. Where there is failure to agree locally on an issue (e.g. covering a shortfall in crewing due to short term sickness) the Service reserve the right to intervene in order to reach a resolution.
- 4.33. Local station personnel have the autonomy to determine the default station shift system in line with this policy. Where there is an absence of a unanimous agreement at a station level on which shift system to work then this will go to a local vote. The vote will be administered by the local Station Manager and a simple majority will carry. Therefore the locally determined shift system voted for by the majority will become the default shift system for the station. However where it is possible to accommodate the wishes of the minority that do not wish to work the default system then this will be done where practicable. Where this is not possible all personnel will work the default system as agreed by the majority and underpinned by the collective agreement that covers this policy.

Duty Shift Manual is available for best working practices