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DORSET & WILTSHIRE
FIRE AND RESCUE

On Call Duty System Collective Agreement

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1.0 Background

- 1.1 This document sets out the agreed pay arrangements for all staff conditioned to the Retained Duty System stations in Dorset and Wiltshire Fire and Rescue Service. It will be fully implemented by the end of 2020.
- 1.2 In accordance with accepted terminology, this document refers to Retained Duty System staff as On Call Duty System. Any reference to On Call Duty System should be regarded as Retained Duty System as outlined in the Scheme of Conditions of Service (sixth edition, 2004 as amended) of the National Joint Council for Local Authority Fire and Rescue Services (Grey Book) Section 4 — conditions of service framework Part A – Hours of duty and Duty systems -Paragraph 15.
- 1.3 The proposals within this document shall be in line with the Scheme of Conditions of Service (sixth edition, 2004 as amended) of the National Joint Council for Local Authority Fire and Rescue Services (Grey Book) with particular attention paid to:
 - Conditions of Service Framework
 - Part B, Section 4 – Pay
 - Part C, Section 3 – Roles and Responsibilities
- 1.4 An undertaking is given that all arrangements which are put in place will be reviewed in six months, and again in twelve months.
- 1.5 Key Stakeholders have been identified as:
 - Fire Brigades Union (FBU)
 - Fire and Rescue Service Association (FRSA)
 - Fire Officers Association (FOA)

Dorset & Wiltshire Fire and Rescue Service is grateful for the engagement of and contributions made from the Representative Bodies in this process.

2.0 Health and Safety

- 2.1 Managers, representative bodies and employees understand that working whilst tired is dangerous, and rest is important, and have agreed working/rest time monitoring procedures.
- 2.2 Managers are responsible under the Health and Safety at Work Act 1974 for their own safety and that of others.
- 2.3 Managers are responsible for ensuring all employees working hours under the Working Time Regulations are properly monitored.
- 2.4 Employees can voluntarily agree that the 48-hour weekly maximum will not apply, either for a limited period of time or indefinitely, by signing an individual opt out agreement. Employees can cancel their opt out agreement at any time, but must give at least 7 days' notice.
- 2.5 Managers will ensure that the health and safety of employees is not affected adversely by excessive voluntary hours.
- 2.6 Employees must take responsibility for their own wellbeing and not work to excess.
- 2.7 Employees are required to participate fully in recording and monitoring of working time, and to raise any potential or wider concerns with their line manager.
- 2.8 Any alteration to the On-Call duty system will be subject to consultation and, where appropriate, negotiation with the relevant representative bodies.

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3.0 Pay protection

- 3.1 Pay protection will be applied in relation to this On Call Duty System Collective Agreement.
- 3.2 This will be applicable for 3 years following introduction and will be paid retrospectively at the end of each financial year.
- 3.3 An individual will not be financially worse off when performing an equivalent hourly contract under the new arrangements.

4.0 Crewing Levels and Establishment Control

- 4.1 Standard crewing levels for On-Call duty system stations shall be:
 - First pump – crew of five
 - Second pump – crew of four
- 4.2 Where additional crew members respond, crew levels may be increased to the maximum seating capacity of the respective appliance, so long as this does not cause undue delay in mobilisation and does not affect the availability of any remaining station resources.
- 4.3 In order to achieve standard crewing levels, On-Call station establishment levels shall be:
 - One pump station – 10 full cover equivalent personnel
 - Two pump station – 18 full cover equivalent personnel
- 4.4 One full cover equivalent equates to 120 hours cover per week.
- 4.5 In order to maintain a flexible approach to establishment levels, lower levels of cover may be contracted, subject to total contracted hours for all station personnel not exceeding:
 - One pump station – 1200 hours per week
 - Two pump station – 2160 hours per week
- 4.6 Stations should not exceed 12 personnel for a One Pump Station and 20 personnel for a Two Pump Station.
- 4.7 The total contracted hours detailed in 4.5, or the total personnel outlined in 4.6, may be increased in consultation with the Group Management Team, to meet the specific needs of a station's availability profile.

5.0 Management Roles

- 5.1 Each On-Call station or section will be managed by a Watch Manager (B)
- 5.2 Standard supporting management roles shall be:
 - One On-Call pump – Two Crew Managers
 - Two On-Call pumps – One Watch Manager A and Four Crew Managers
- 5.3 The number of supporting management roles can be amended at the discretion of the Group Management Team to meet the specific managerial requirements of the station. Where this results in an increase to the numbers highlighted in 5.2, a benefit to the station must be demonstrated.

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6.0 On-Call Duty System Pay Model

- 6.1 All staff will be paid for the availability they provide.
- 6.2 All staff will receive a contract providing them with an on-target earnings profile. This details the minimum payment they will receive from DWFRS subject to fulfilling their contractual obligation.
- 6.3 Individuals on the On-Call Duty System will be contracted for a minimum of 40 hours up to a maximum of 120 hours per week.
- 6.4 A minimum payment of 7.5% of a wholetime salary, at the equivalent role, will be paid for staff contracted up to 40 hours per week.
- 6.5 In agreement with the Group Management team, individuals may be offered contracts of less than 40 hours per week where it can be demonstrated it will make a positive impact on appliance availability. In these circumstances they will receive 7.5% of a wholetime salary, at the equivalent role.
- 6.6 Where contracts of over 40 hours are provided every additional hour will be paid per hour based on the following calculations, which refer to Grey Book conditions and NJC pay rates.
“Full Retainer for the applicable rank ÷ Hours per annum (based on 119hrs per week)”
Where necessary this will be rounded up to the nearest penny.
For example, for a competent firefighter...
Full retainer of £3053.00 divided by total hours cover per year of 6205 (119 x 52.143) which equates to £0.492 per hour and is rounded up to £0.50 per hour.
- 6.7 Individuals will be able to provide additional hours over and above their contract, where hours are available, and will receive an hourly payment commensurate to the applicable role for these hours.
- 6.8 Gartan will calculate the number hours of availability performed each week and payment will be made accordingly on a monthly basis.
- 6.9 Where individuals fail to meet their contractual hours, they may be subject to performance management measures.
- 6.10 All other activities, except for Annual Leave, Sickness Absence, and Limited Duties will be paid on a ‘Pay as you Go’ basis monthly.

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7.0 Training

- 7.1 Individuals contracted to the On-Call Duty System will be required to attend weekly training nights at their home fire station.
- 7.2 Weekly training nights will be for a duration 2.5 hours, with a start time and day of the week designated for the respective fire station.
- 7.3 The on-target earnings outlined in an individual's contract is based on the individual attending 52 training nights per year and being paid at the appropriate NJC agreed hourly rate for their time.
- 7.4 Individuals will only receive payment for training nights they attend, or where authorised absence applies.
- 7.5 Individuals unable to attend a weekly training night, (other than authorised absence) will be required to make up the session. At the discretion of the Station Management Team, this may be an alternative training activity. Payment can be claimed for these activities.
- 7.6 All training activities or courses attended, including weekly training nights, will be claimed for and paid at the appropriate NJC agreed hourly rate.

8.0 Wholetime / On-Call Employees

- 8.1 It is recognised that individuals contracted to the On-Call Duty System who are also employed in a shift-based Wholetime role within Dorset and Wiltshire Fire and Rescue Service, will not be able to attend all weekly training sessions. These individuals will be expected to attend 50% of the weekly training nights, evenly spread across the year, as a minimum.
- 8.2 Contracts for these individuals will include an on-target earnings profile of 26 training nights.
- 8.3 All training courses will be attended in an individual's wholetime role, unless it applies solely to their On-Call role, in which case the conditions outlined in section 6 will apply.
- 8.4 All training completed in an individual's On Call role will be claimed for and paid at the appropriate NJC hourly rate.

9.0 Administration and Other Duties

- 9.1 Payment for 1.5 hours per week of personal administration is included in the on-target earnings profile for all Watch Manager (B)'s contracted to the On-Call Duty System, in recognition of the time required for ad-hoc management activities.
- 9.2 This payment is already included so should not be claimed for on Gartan.
- 9.3 All other duties completed, in excess of 1.5 hours per week by WM(B)'s will be paid at the appropriate NJC hourly rate.
- 9.4 All other duties completed, subject to prior approval, by any other staff will be paid at the appropriate NJC hourly rate.

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10.0 Availability

- 10.1 Individuals contracted to the On-Call Duty System will be required to complete an HR072 Contract of Availability to Respond to Incidents form.
- 10.2 No more than the following will be contracted to be available at any time:
 - One Pump Station – 7 staff
 - Two Pump Station – 12 staff
- 10.3 Once agreed with the Station Manager, individuals will be expected to align their actual availability to the periods highlighted in the HR072 form.
- 10.4 Station Management teams are expected to ensure, during the allocation of contracts, that the skills profile for their station is achieved.
- 10.5 It is recognised that there may be occasions when an individual cannot provide the cover outlined in their HR072, and in these circumstances an individual is required to update their Availability to reflect their unavailability, providing as much advance notice as possible, using the appropriate status code for the affected period.
- 10.6 When an individual booking unavailable at short notice affects the availability of any station resource, an on-duty member of the station management team must be notified as soon as possible to support arrangements to repair the breach.
- 10.7 The Station Management Team are responsible for monitoring individual availability and ensuring that contractual commitment is maintained. This includes ensuring individuals are providing the appropriate level of cover per week AND maintaining the pattern of availability agreed in their HR072 Contract of Availability to Respond to Incidents form.
- 10.8 Where individuals can book themselves available, and it contributes to appliance availability, they are encouraged to do so. Station Management teams should ensure priority to ride an appliance is always given to those individuals contracted to be on duty.
- 10.9 Additional hours in excess of those that an individual is contracted to provide or offered at a different time to those that they are contracted to provide, are not guaranteed.
- 10.10 Station management teams can introduce local arrangements to suit their needs to decide on fair turnout arrangements. Turn out ladders, watch systems, or other equal share methods will be encouraged once approved by the Group Management Team.
- 10.11 The total number of staff available, detailed in 10.2, may be increased in consultation with the Group Management Team to meet the specific needs of a station's availability profile.

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11.0 Annual Leave

- 11.1 All staff are eligible for Annual Leave as outlined in Section 3, Part C of the National Joint Council for Local Authority Fire and Rescue Services Scheme of Conditions of Service.
- 11.2 Payment for Annual Leave will be calculated based on the average earnings of an individual over the last 12-week period.
- 11.3 The payment will include the average amount of all pay including their availability payment.
- 11.4 No additional payment for any activity or availability will be made for the duration of their Annual Leave period.
- 11.5 Annual Leave can be taken in blocks of one hour.

12.0 Public Holidays

- 12.1 Payment for all activities undertaken on a Public Holiday will be paid at the enhanced rate detailed within Section 4, Part B of the National Joint Council for Local Authority Fire and Rescue Services Scheme of Conditions of Service.
- 12.2 Other than operational response, all activities undertaken on a Public Holiday should be limited to essential duties only and will require authorisation from the duty Group Manager.

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Approval

The contents and principles of this Collective Agreement are agreed.

On behalf of Dorset & Wiltshire Fire and Rescue Service

Signed _____ Print **James Mahoney** Date _____

Position **Director of Community Safety**

On behalf of the Fire and Rescue Service Association

Signed _____ Print **Andrew Elliot** Date _____

Position _____

Document Ends

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Appendix A: Additional hours calculation

Where contracts of over 40 hours are provided, every additional hour will be paid per hour based on the following calculations, which refer to Grey Book conditions and NJC pay rates.

The baseline calculation is based on the annual retainer of a Firefighter.

“Full Retainer ÷ Hours per annum (based on 119hrs per week)”

Therefore, for a Firefighter at current rates it would be “£3053.00 ÷ (119 x 52.143)” or “£3053.00 ÷ 6205” which equates to £0.492 per hour.

Then the Grey Book ratio for the pay difference for other roles is applied (this is the variance between retaining fees at each role).

Role	Pay ratio	Hourly rate	Hourly rate rounded up
FFt - trainee	0.75	£0.369	£0.37
FFd - development	0.78	£0.3837	£0.39
FF	1.0	£0.492	£0.50
CM	1.11	£0.5461	£0.55
WM(a)	1.16	£0.5707	£0.58
WM(b)	1.24	£0.61008	£0.62

NB: Table relates to 2018-19 pay rates