

Resolution of Dispute between London Fire and Emergency Planning Authority (LFEPA) and the Fire Brigades Union (FBU)

On the basis of the draft agreement below the FBU agree to suspend their current industrial action from 18.00hrs 22/09/09 and to recommend acceptance of the following document for agreement. It is the intention that except where other timescales are stated that this agreement will apply from 01/10/09

Light Duties

The current Light Duties policy will be amended so that the voluntary reduction in pay would be 90% and not 80% of pay. In addition the policy would be amended to reflect the fact that no reduction would be made where an employee was within their last twelve months of service due to retirement. In cases where an employee was medically retired and had had their pay reduced then this would be reimbursed.

FBU COMMENTARY: Given that the brigade is under no legal obligation to offer light duties, the move up from 80% to 90% is a notable improvement.

Members would not be forced to return to light duties on reduced pay; any return would be voluntary.

Those approaching retirement have also had pay safeguarded.

Subsistence

Any employee who makes a verified claim for the period 01st January 2006 – 31st March 2009 for expenses where the employee was between 4 – 5 hours away from home station and between 4 – 5 miles shall receive £5 in respect of each claim.

It is agreed that the current criteria for calculating distance from home station be amended to “shortest route” which would be defined as the shortest route by AA route planner. In the event that an employee can prove that the shortest route as shown by AA route planner is incorrect and the shortest route is in excess of 5 miles, such a claim shall be accepted.

In regard to all training courses it is agreed that the home station will not be regarded as training location with effect from 01/10/09.

It is agreed that from 01st October 2009 claims may only be made for authorised absences of more than 5 hours and 5 miles from home station.

FBU COMMENTARY: The brigade agreed to backdate claims that fell within the 4-5miles/4-5 hours criteria but had been rejected since the implementation of the new subsistence policy on 1 January 2006.

Distances will no longer be measured ‘as the crow flies’.

Training venues will no longer be treated as the 'normal place of work' after three days. This stipulation is now scrapped.

Drugs and Alcohol

It is agreed that random testing will be used in the following circumstances:

- a) Where an employee has failed an alcohol and/or drugs test and random testing is identified as being appropriate as part of any managerial action arising from that failure, and/or
- b) Where an employee who has been identified as having an alcohol/drugs related problem and random testing is used to assess whether or not the employee is addressing the underlying problem.

Random testing in these circumstances will take place over a pre-determined period, normally six months, and in each case the testing will take place away from the employee's home station.

On the basis of the above clarification it is confirmed that:

- 1) the policy does not need to be amended, and
- 2) the protocols for testing are agreed covering For Cause, Routine Periodic Medicals and Random

FBU COMMENTARY: Random testing, other than in the exceptional circumstances set out above, has been scrapped.

Camp out

It is agreed that all Middle Managers will provide accommodation in line with their contractual requirement for the conduct of their stand by/call out arrangements no later than 30th June 2010. All employees shall abide by this agreement.

FBU COMMENTARY: A number of middle managers have already made alternative accommodation arrangements. Those that are yet to do so have been granted extra time (until June 2010) to make the necessary arrangements.

Area Manager Post

It is agreed by both parties that the role of Area manager is contained within the Grey Book and IPDS. However, it is recognised that LFEPA does not consider any business case for the employment of Area Managers. It is therefore agreed that the existing Area Manager post will be deleted on the date of the current post holder leaving the Authority's employment or on 30th June 2012, whichever is the earlier, and that if the post holder remains in employment beyond 30th June 2012 it will be as Group Manager on the rate of pay of a Group Manager B or its equivalent if changed nationally and pay protection will not apply.

In acceptance of the above it is further agreed that:

- 1) the one remaining Area Manager will sign to accept a variation in contract to the above effect and

- 2) that employee will by 23/09/09 withdraw his current legal proceedings against the Authority via a compromise agreement, waiving the right to pursue any claim connected to the deletion of the Area Manager post and the offer of transfer to the post of DAC
- 3) the Authority will write to the FBU to advise them that any member of the Top Management Group is free to join or remain in the FBU and that the FBU can represent them individually
- 4) for so long as there is a defined role of Area Manager in the Grey Book it would be open for LFEPA at some point in the future to determine to reintroduce that role.

FBU COMMENTARY: The FBU member threatened with demotion for refusing to opt-out of the Grey Book has had his post and pay safeguarded.

The role of area manager will not now be permanently deleted, as per point 4.

Leave

Leave for station based staff shall be aligned to that of middle managers as specified in Policy Number 327, specifically that:

- Applications for all scale A leave (4 weeks AL) must be received before the closing date (as advised by RMC each year) in line with Policy Number 486.
- Scale A leave will take precedence over any other leave when submitted before the closing date.
- If, for whatever reason, scale A leave is moved by the employee after it has been entered and confirmed, it will no longer take precedence over scale B leave and must be entered within the allocation for that leave year.
- Staff may only book scale B leave, 6 weeks in advance, until such time as they have had all their scale A leave entered and confirmed.
- Where staff have had all their scale A leave entered and confirmed, they may book scale B leave up until the remainder of the leave year in question.
- **Note:** EAL, LSL and PH leave are treated as scale B leave in this section for the purposes of booking leave.

It is agreed that a system will be in place to allow the above to be effective from 01/01/10.

FBU COMMENTARY: All the points above, taken together, will assist in reducing the problems encountered by members when booking leave, particularly scale B.

Arrangements for station-based staff are now consistent with those for middle managers.

Targeted Calling

The following joint statement is agreed:

“The Brigade and FBU are both keen to ensure that staff are fully aware of the Targeted Calling Policy (542), in particular the circumstances in which the use of targeted-calling as a method of generating referrals for Home Fire Safety Visits (HFSV) is permissible.

Targeted Calling is staff visiting selected areas of a stations ground to offer residents an HFSV by direct approach to their property. Targeted calling will be used to complement other HFSV referral activities e.g. Hot Strike.

The policy makes clear that Targeted Calling should normally be used as a final option only. Borough commanders may only consider its use when all other viable options have been tried and found to be unsuccessful.

Furthermore, reference must be made to the Generic Risk Assessment by local managers during planning for Targeted Calling when taking local circumstances into account. Consultation must take place with locally appointed staff side health and safety reps, as well as other agencies listed in the policy, normally seven days in advance of the event. **NB.** *An event can range from Targeted Calling on a single day to a campaign over a period of time.*

Staff are encouraged to familiarise themselves with policy 542, although should be aware that a new policy is currently being discussed with the representative bodies.”

FBU COMMENTARY: The policy on targeted-calling was routinely misapplied. The joint statement, which will be circulated to all managers, will assist in making it clear when it is appropriate to use targeted-calling.

The FBU will continue to monitor the use of the policy and will immediately raise any discrepancies.

CPD

It is noted that of 3182 staff eligible for CPD from 01st July 2009 that 1865 have had their applications for payment approved and processed. Both parties will encourage the remaining staff to apply where they have not already done so. Both parties agree to 31st October as the last date for receipt of an application for 2009/10.

It is agreed that if either party requests negotiation on a revised local agreement for staff to access CPD or alternative payment scheme to replace CPD then this will be progressed through a Joint Working Party. In the event that no agreement is sought or reached then both parties accept that the default agreed process for payments is the NJC agreed scheme.

FBU COMMENTARY: The above represents a significant improvement. The brigade has accepted that it does not have the right in future years to impose an interim process without FBU agreement.

The FBU will veto any interim process which, like the one imposed this year, makes it tougher for FBU members to access payment.

Sickness Recording

It is noted that in July 2009 the StARS system was changed so that locally it was not possible for managers to log any absence as "Due to Service." The permission to do so was vested in HR Absence Management Team on the basis of advice received both from local management and occupational health. The systems change did not involve a change in policy.

It is agreed that the system will be amended to allow a manager at SM or above to input due to service directly into the system pending further managerial and medical consideration. In any event this change will be made by 01/11/2009* and that until such amendment is made guidance will be issued which shall include the e-mail from AC Service Delivery of 27th January 2009 to assist Station Managers in their assessment. Such guidance will be issued to all managers.

- date is subject to confirmation on 23/09/09

FBU COMMENTARY: The above is a notable improvement. Authority to log absences has been removed from human resources managers and devolved to station managers.

Further, the default position will, with the station manager's approval, change from 'non-due-to-service' to 'due-to-service' pending the normal investigations. This will ensure members will not be placed on reduced pay when on sickness absence while investigations are ongoing.

Guidance will be sent to all managers highlighting the circumstances under which injuries may be classified as 'due-to-service'. This guidance will make clear that there is wider scope for classifying injuries as 'due-to-service' than has previously been advised, and will include consideration of injuries that occur beyond the fireground (such as on the drill ground or around the station).

Conclusion

In consequence of agreement being reached on the above as full and final settlement of the matters covered by the trade dispute it is further agreed that

- a) In regard to the settlement of the dispute both parties accept that all employees will return to normal working arrangements, i.e. those applicable at 12th August 2009 with effect from 18.00 on 22/09/09
- b) In regard to the industrial action taken by Crew Manager*s from 09/09/09, LFEPA undertakes to waive any reduction in pay as advised to them.
- c) all complaints/grievances raised by any FBU member in connection with the trade dispute and LFEPA's responses are resolved by this agreement and
- d) LFEPA confirm that they have no plans for any disciplinary action to be taken in regard to any employee arising from any action taken during the dispute

LFEPA will defer making any reduction in pay in the September paybill to enable the dispute to be resolved. In the event that there is no agreement, such

reductions in respect of partial performance in September will be implemented in the October paybill.

FBU COMMENTARY: No CM will see a reduction in pay as previously threatened.*

Discussions will take place between brigade and union around the issue of CM contractual obligations.*

*FBU absolutely maintains that CM*s are perfectly entitled to relinquish their stars. If no agreement on this is reached, union will seek a resolution by other means, including, if necessary, recourse through the courts.*